

Tender Documents: 322

Centre for Process Innovation Limited OLED Technology Consultant



Issued on 19 April 2012

Contents

- 1 INVITATION TO TENDER**
- 2 INSTRUCTIONS TO TENDERERS**
- 3 TENDER SPECIFICATION**
- 4 CONTRACTUAL TERMS**
- 5 BINDING OFFER**

1. INVITATION TO TENDER

1. You are invited by the Centre for Process Innovation Limited (from now on referred to as CPI) to submit a tender for OLED Technology Consultant, as 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 CPI will form a binding contract between you and CPI.
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 CPI, 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 CPI.
- 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. CPI 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. CPI 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@uk-cpi.com with the Tender reference number in the title of the email.
- 6.2 If CPI 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. CPI 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 **12:00 noon on Friday 4th May 2012**. One copy on CD should be mailed at the same time.
- 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 Jena Moyle
Centre for Process Innovation Limited
Thomas Wright Way
NetPark
Sedgefield
County Durham
TS21 3FG

Email: e-tendering@uk-cpi.com

- 10.4. CPI 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 CPI.
- 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 CPI.

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

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

13. Conditions of Contract

- 13.1. CPI'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 CPI, 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 and outline project plan to meet the objectives detailed in the specification.
 - b) CVs of the staff proposed to undertake the work
 - c) A profile of your business giving brief details of the company, including the number of staff employed in the UK and overseas detailing the following:
 - i) Proven track record in the manufacture and device testing of organic electronic devices gained within an established OLED/ OTFT facility.
 - ii) Experience in the production of both SMOLED and POLED device technology on both glass and flexible substrates.
 - iii) Experience in device design, defining appropriate device architectures to maximise performance and lifetime.
 - iv) Experience in yield improvement activities / defectivity control to ensure robust manufacturing yield.
 - v) Any documents which support or demonstrate the experience identified above
 - d) Proposed payment schedule detailing
 - i) hourly or daily rates,
 - ii) expenses
 - iii) mileage
 - e) Confirmation that three (3) years audited accounts can be made available to view, if called for.
 - f) Copies of insurances held.
 - g) 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.

- h) Details of any relevant Environmental Policy or Corporate Social Responsibility policy held by the company.
- i) Details of any items to which you have answered YES in Paragraph 2 of the BINDING OFFER

15. Cancellation

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

16. Exclusion of Liability

- 16.1 CPI 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:

Louise Barker
Funding and Compliance Manager
Centre for Process Innovation
Wilton Centre, Wilton
REDCAR
TS10 4RF

Email: louise.barker@uk-cpi.com
Tel. 01642 447275

3. TENDER SPECIFICATION

1. Scope of Services

1.1 Introduction to CPI

Centre for Process Innovation (CPI) uses applied knowledge in science and engineering combined with state of the art development facilities to enable our clients to develop, scale up and take new products and processes to market. We provide solutions for the pharma, food, chemical, energy, transportation and printable electronics markets.

CPI helps to develop and introduce the next generation of products and processes by reducing risk, reducing cost and increasing the speed of development programmes. We do this by bringing together unique, flexible assets with outstanding engineering talent and market knowledge supported by sustained public investment in our open innovation model.

We aim to improve the business performance of our clients by combining our unique asset base with market knowledge and technology understanding to develop, demonstrate and prototype commercially viable and technically robust products and processes.

CPI works across a range of technology platforms that offer the largest potential impact on the future of manufacturing within our target markets. We provide process and product development facilities in printable electronics, industrial biotechnology, smart chemistry, anaerobic digestion and thermal technologies with the overall aim of creating lower waste, cleaner, more efficient and more economic products and processes. The major markets that benefit directly from our work are: transportation, built environment, pharmaceuticals, personal care, materials production, electronics, food, energy, waste and lighting.

1.2 Introduction to relevant Business Unit

CPI's Printable Electronics Centre focuses on design, development and prototyping for the emerging printable electronics industry. Our mission is to work with clients to bring new printable electronics products and processes to market quickly and efficiently, by offering facilities and expertise that help reduce the level of R&D risk and capital investment, while speeding up time to market.

CPI's OLED/OPV Prototyping Line has been designed to enable the development and production of organic light emitting diode and organic photovoltaic technologies.

The prototyping line provides opportunities for materials companies, device designers and end users the ability to develop their technology within a fully automated, controlled environment. The system is located within the new state of the art ISO Class 5 clean room facility at CPI's Printable Electronics Centre.

The system has been designed with maximum flexibility to accommodate the manufacture of both small molecule and solution based polymer OLED devices. Capability includes slot die technology to allow the coating of substrates in a

highly repeatable and reproducible manner. Film thicknesses < 50nm are capable from this technology and are suitable for both air sensitive and non air sensitive material Evaporation technology provides both inorganic cathode capability and organic small molecule capability.

The line has the following key advantages:

- Cassette-cassette batch operation (up to 10 substrates)
- Capability to run 4", 6", 8" substrate sizes
- Full system data logging for maximum data traceability
- Full robotic handling to minimise manual intervention, maximising product yield

1.3 Requirements

Following the commissioning of the LACE line, CPI is looking to produce a range of OLED demonstrators to showcase the lines capability and to serve as a tool to attract further customers to CPI. CPI is therefore looking for a technology consultant to provide technical support and advice for this work.

CPIs OLED/OPV prototyping line has been designed and built to enable material suppliers, device designers and end users to develop both OLED and OPV devices in a cleanroom controlled, defect free environment.

Devices can be manufactured on both glass and flexible substrates, and be at 4", 6" and 8" substrate size. Both small molecule and polymer based device architectures can be produced using the LACE line.

The consultant will be expected to provide technical knowledge and guidance to support the design, manufacture and testing of a range of OLED demonstrator products from both CPIs LACE line and CPIs smaller scale prototyping kit within the clean room.

The OLED demonstrator products will be used for advertising purposes at external lighting and printable electronic conferences, and therefore will be expected to have a reasonable lifetime and function outside of the CPI clean room environment.

The scope of work will consist of:

An initial assessment of CPIs infrastructure, focusing on capability to manufacture and test a robust demonstrator product. This should include cleanroom capability, OLED manufacturing kit (large area and small area) and device testing hardware.

Findings should be presented in a report with recommendations for improvements where necessary to maximize yield, device performance, efficiency, lifetime.

You will work with CPIs Operations and Research team to scope and deliver a demonstrator programme in order to showcase the system's capability. The programme should deliver OLED lighting tiles (both SMOLED and white-POLED) on substrates up to 8" diameter, maximizing the emissive area whilst operating within the constraints of the system hardware.

The programme should also consider if possible, the use of a flexible substrate to produce a flexible OLED device.

The programme should take into account any limitations identified within the initial assessment of CPIs system capability.

The programme should include a training session to provide an introduction to OLED technology (device structure, manufacturing, testing etc) that can be delivered to CPI personnel at a time to be agreed.

The programme should aim to maximise CPIs current cleanroom capability and personnel expertise to produce demonstrators with the following key criteria:

- Minimal visual speck defects by eye over the emissive area. Tiles will be on display at lighting shows so a defect free appearance is required.
- Optimum illumination uniformity (targeting $< \pm 5\%$ over emissive area)
- Glass-glass encapsulation to permit > 6 months lifetime in storage, or > 50 hrs in operation (operation will be defined as a minimum of $> 300 \text{ Cd/m}^2$)

It is anticipated that the materials sets used for the fabrication will be commercially available.

It is anticipated we will require up to 5 days support per month for up to 6 months, although this could be extended to 9 months if required.

The schedule of work will be agreed between the successful bidder and CPI.

CPI will review the scope of the contract after the first month and reserve the right to cancel the contract at this point.

The consultant should have the following key attributes:

- Proven track record in the manufacture and device testing of organic electronic devices gained within an established OLED/ OTFT facility.
- Experienced in the production of both SMOLED and POLED device technology on both glass and flexible substrates
- Experienced in device design, defining appropriate device architectures to maximise performance and lifetime
- Experienced in yield improvement activities / defectivity control to ensure robust manufacturing yield

2. Evaluation of Tenders

2.1 Bids evaluation will take into account:

Bids will be evaluated in a two stage process; the first will be a pass / fail evaluation against the selection criteria detailed below. All bids which pass the first stage will then be evaluated against the award criteria.

First stage selection criteria, all pass/fail:

Proven track record in the manufacture and device testing of organic electronic devices gained within an established OLED/ OTFT facility. Pass/Fail

Experienced in the production of both SMOLED and POLED device technology on both glass and flexible substrates. Pass/Fail

Experienced in device design, defining appropriate device architectures to maximise performance and lifetime. Pass/Fail

Experienced in yield improvement activities / defectivity control to ensure robust manufacturing yield. Pass/Fail

CPI will make an assessment of the activities and experience of the business in line with the contract needs.

Second Stage Assessment and Award Criteria:

Pricing	50%
Technical plan and methodology to deliver the required services	50%

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

3. Contacts

3.1 If you have any questions concerning the tender please email:

e-tendering@uk-cpi.com

4. CONTRACTUAL TERMS

1. Contractual Terms

CPI TERMS AND CONDITIONS FOR DELIVERY OF CONSULTANCY SERVICES

1 DEFINITIONS & INTERPRETATION

1.1 In these Conditions the following expressions 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;
Commencement Date	means the date for the start of the provision of the Services that is specified in the Order;
Conditions	means these terms and conditions for the purchase of 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 CPI to: the Consultancy Provider or its Representatives; or (where applicable) to any company within the Consultancy Provider's Group; or to any other person at the request of the Consultancy Provider as recipient; or any information of which the Consultancy Provider becomes aware or which comes into the Consultancy Provider'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 CPI or CPI's business or that of its Group or (where applicable) to the End Customer or its business or that of its Group but shall not include information which:- (a) is accessible from public sources or is or becomes generally available to third parties (other than as a result of disclosures by the Consultancy Provider, by its Representatives, by the Personnel or by any company within the Consultancy Provider'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 Consultancy Provider 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 CPI 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 CPI and the Consultancy Provider made up of either:

- (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 Consultancy Provider's acceptance of the Order whether made in writing (subject always to Condition 18.1) or through providing the Services, whichever occurs first); or
- (c) any written agreement between CPI and the Consultancy Provider that incorporates these Conditions within a schedule to such written agreement;

CPI

means the Centre for Process Innovation Limited (Company Number 05002194) whose registered office is at Wilton Centre, Wilton, Redcar, Cleveland, TS10 4RF or where so specified in the Contract, such other member of Centre for Process Innovation Limited's Group that is contracting with the Consultancy Provider;

CPI Representative

means CPI'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, CPI's internal solicitor and contracts manager;

End Customer

where applicable, means the customer of CPI in connection with whom the Services are to be provided as specified in the Order;

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;
Group	in relation to a party, means any subsidiary and holding company of that party and any subsidiary of such holding company from time to time;
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;
Key Person	means any individual Personnel named in the Order;
Month	means a calendar month;
NDA	means CPI's standard non-disclosure agreement from time to time in the form provided to the Consultancy Provider;
Notice Period	means the notice period for CPI to terminate the Contract for convenience shown in the Order, or in the absence of such period being shown in the Order, 30 days' prior notice;
Order	means CPI's written instruction to the Consultancy Provider to purchase the Services, which may be in a purchase order, and/or may in appropriate circumstances be set out in a tender award letter and related tender documentation, and/or in a letter of appointment, 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 Consultancy Provider in the provision of the Services and any other material to the extent that it reproduces, contains, embodies, or is made according to, CPI's Confidential Information
Personnel	means any Representative of the Consultancy Provider who is used to provide the Services, including any Key Persons;
Premises	means the location(s) for the provision of the Services as

	specified in the Order;
Price	means the price payable for the Services as specified in the Order;
Project	means the project described in the Order that relates to the Services;
Representative	in relation to any party, means any professional adviser, director, officer, partner, employee or sole trader forming part of that party, and includes any individual seconded to work for it;
Restricted Period	where applicable, means the period during which certain agreed restrictions will apply to the Consultancy Provider under Conditions 9 and 10, as specified in the Order, or in the absence of such period being shown in the Order, 6 months from the Termination Date of the relevant Contract;
Services	means those consultancy services specified to be provided by the Consultancy Provider 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 Services;
Term	means the period during which the Services are to be supplied as set out in the Order, starting on the Commencement Date;
Termination Date	means the date of termination of the Term in respect of the Services under any Order, howsoever arising;

- 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 DELIVERY OF SERVICES

- 2.1 During the Term the Consultancy Provider shall provide the Services to CPI in accordance with the commercial terms specified in the relevant Order and subject to these Conditions.
- 2.2 The Consultancy Provider shall:
 - 2.2.1 carry out the Project and provide the Services in accordance with the Specification within the Term;
 - 2.2.2 discharge its obligations under these Conditions in accordance with Good Industry Practice (prevailing as at the relevant time) and its own established internal procedures;
 - 2.2.3 when requested to do so by CPI, promptly sign the NDA on its own behalf and ensure that, where so requested by CPI, each of the Representatives and Personnel also promptly each sign the NDA directly with CPI;
 - 2.2.4 ensure that the Personnel shall dedicate sufficient time and energy to ensure that the Services are provided in a timely and efficient manner and in full compliance with the Specification;
 - 2.2.5 subject always to Condition 16.2, comply (and will procure that the Personnel shall comply) with CPI's reasonable instructions in relation to, without limitation, such matters as the priority to be given to each element of the Services, and co-ordination with CPI's operational requirements or the manner in which the Services are provided;
 - 2.2.6 unless otherwise agreed in writing with CPI, only use its own employees as Personnel, using all reasonable endeavours (but without creating any obligation of exclusivity) to ensure the continuity of Personnel delivering the Services throughout the Term, and shall liaise with CPI and take into account CPI's representations when replacing any Key Person;
 - 2.2.7 report to CPI on the provision and performance of the Services as reasonably required by CPI;
 - 2.2.8 in performing its obligations under these Conditions, 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;
 - 2.2.9 when appropriate make suggestions to CPI regarding enhancements to the provision of the Services;
 - 2.2.10 where applicable and only where specifically instructed to do so by CPI, liaise with the End Customer in respect of provision of the Services and report back to CPI in respect of any requirements of the End Customer and accordingly follow any instructions given by CPI in respect thereof;
 - 2.2.11 deal with any complaints or enquiries received from CPI and/or where applicable, and only where specifically instructed to do so by CPI, from the End Customer (whether received orally or in writing) in a prompt, courteous and efficient manner. All such complaints and enquiries shall be logged by the Consultancy Provider and discussed between the parties as appropriate. If any complaints are made by the End Customer, the

Consultancy Provider shall promptly notify CPI. The Consultancy Provider shall co-operate with CPI and/or where applicable with the End Customer to resolve any problems which arise;

- 2.2.12 not do anything which would be likely to prejudice the reputation of CPI and/or where applicable, of the End Customer.
- 2.3 Whilst at the Premises or otherwise performing the Services, the Consultancy Provider shall procure that the Personnel are fully conversant with, and fully compliant with, CPI's and/or where applicable, with the End Customer's safety, health and environment policies and complete and follow all relevant method statements and risk assessments compliant with such policies, and that the Personnel take all such other precautions as are necessary to protect their own health and safety, and that of CPI's and/or where applicable, of the End Customer's personnel, and of the public.
- 2.4 The Consultancy Provider agrees that, whilst allocated to the performance of any part of the Services, all Personnel:
 - 2.4.1 shall maintain strict discipline and good order, at all times being courteous, polite and professional in conduct;
 - 2.4.2 shall not engage in behaviour or activities which could be contrary to or detrimental to CPI's and/or the End Customer's interests or reputation (including, but not limited to: whilst at work being under the influence of alcohol or drugs, or smoking; using foul or inappropriate language; sexist, racist, homophobic, ageist or any other discriminatory behaviour of any kind; or being involved in any illegal or criminal activity);
 - 2.4.3 shall be effective and efficient workers, experienced and expert with a high level of competency in their particular profession or skill;
 - 2.4.4 shall abide by all laws and statutory requirements (including without limitation all data protection, environmental protection and health and safety legislation) and the standards, rules and regulations established by the Consultancy Provider for its own staff, including completion of work records and all safety and other regulations; and
 - 2.4.5 shall properly maintain all written records relating to the provision of the Services; and
 - 2.4.6 where so required under any Order, shall submit timesheets for signature to the required staff of CPI on the basis and frequency set out in that Order; and
 - 2.4.7 comply with Good Industry Practice.
- 2.5 CPI reserves the right to require removal from the Services of any one or more Personnel who, in the opinion of CPI:
 - 2.5.1 is not performing work in strict compliance with the terms of these Conditions;
 - 2.5.2 is or is deemed to be guilty of unprofessional conduct or of negligence;

- 2.5.3 is acting in a manner which is detrimental to CPI's interests or reputation, including but not limited to where an End Customer requests the removal of such Personnel from the provision of the Services;
 - 2.5.4 is not medically fit to perform the Services or provides a risk to health of those with whom that person may come into contact during work on these Conditions;
- but CPI shall not exercise its right under this Condition 2.5 arbitrarily, vexatiously or capriciously.
- 2.6 The Consultancy Provider shall ensure that all Personnel shall at all times be properly attired, clean and presentable, wearing appropriate clothing and using appropriate safety and protective equipment for the task to be performed. Without prejudice to the foregoing, where the nature of the duties to be performed makes the wearing of protective equipment, clothing or footwear necessary or appropriate, the Consultancy Provider shall provide such protective equipment, clothing or footwear at its own expense and shall require those performing the Services to wear such protective equipment, clothing or footwear.
 - 2.7 Whilst on the Premises, the Consultancy Provider shall ensure that all Representatives and Personnel, wear and keep visible such identification as is provided to them by CPI and the security officials responsible for the Premises at all times whilst performing the Services. All Personnel shall carry such identification at all times and make it available for inspection on request by CPI or by any person at the Premises. Entry to the Premises may be refused if the correct identification is not displayed. In this event, the Consultancy Provider shall be fully responsible for resultant delays or difficulties in the provision of the Services.
 - 2.8 Any Personnel removed in accordance with this Condition 2 shall be replaced promptly by a qualified replacement, in such time as is acceptable to CPI and at no extra cost to CPI. In the case of management or other specialist staff who are employed in a senior capacity by the Consultancy Provider, written approval of the replacement shall first be obtained from CPI. CPI shall in no circumstances be liable to the Consultancy Provider in respect of the consequences of any such removal or ensuing claims and the Consultancy Provider hereby waives any claim it may seek to bring against CPI, and hereby indemnifies CPI in full and holds CPI indemnified fully and promptly against all actions, proceedings, liabilities, costs, fees, losses and expenses arising from any claim made by any such Personnel.
 - 2.9 Unless it has been specifically authorised to do so by CPI in writing, the Consultancy Provider shall not and shall procure that the Personnel do not:
 - 2.9.1 have any authority to incur any expenditure in the name of or for the account of CPI; or
 - 2.9.2 hold themselves out as having authority to bind CPI.
 - 2.10 The time for performance of the Services shall be of the essence.
 - 2.11 If the Services or any part of them are not performed on or by the relevant agreed date in accordance with these Conditions then, without prejudice to any other remedy it may have, CPI shall be entitled at the Customer's cost to procure the provision of any particular part of the Services which

the Consultancy Provider has failed to perform from a third party, the cost of which the Consultancy Provider shall promptly reimburse to CPI upon demand, and the Consultancy Provider hereby indemnifies CPI fully and holds it fully indemnified against all costs, claims, demands and liabilities incurred by CPI as a result.

3 CPI'S OBLIGATIONS

3.1 During the Term CPI shall:-

- 3.1.1 provide the Consultancy Provider and the Personnel with such information in its possession concerning the Project that the Consultancy Provider and the Personnel reasonably require to enable them to perform the Services;
- 3.1.2 provide the Personnel with any specific resources or equipment that it has agreed to provide in the Order (if any) but solely for use during the Term in the Project;
- 3.1.3 arrange reasonable access to any "pre-requisites" for the delivery of the services specified in the Order (if any);
- 3.1.4 subject to Condition 2.7, arrange reasonable access for the Consultancy Provider and the Personnel to the Premises to perform the Services;
- 3.1.5 subject always to Condition 16.1, permit the Personnel in the performance of the Services to identify themselves as "a contractor working with CPI";

4 PRICE AND PAYMENT

- 4.1 On the last working day of each Month during the Term the Consultancy Provider shall submit to CPI a VAT invoice which shall set out details of the Services provided and the Price payable during that Month, as calculated in accordance with the relevant Price mechanism set out in the Order, and including where applicable copies of all timesheets signed under Condition 2.4.6.
- 4.2 Following receipt of an invoice submitted by the Consultancy Provider under Condition 4.1, CPI shall verify that it has been properly submitted, and where it is correct, in consideration of the provision of the Services, CPI shall pay the invoice within thirty days of the last day of the Month in which the invoice was received by CPI. Where there are errors in the invoice, including if the quantity of Services actually delivered to CPI by the Consultancy Provider during that month differs from that charged on the invoice, CPI shall notify the Consultancy Provider of the error, and the Consultancy Provider shall issue a credit note for any wrongly invoiced excess, or re-issue a corrected invoice (at the Consultancy Provider's discretion), promptly notifying CPI in writing of the steps they have taken, and payment of any corrected invoice shall be made by CPI within thirty days of the last day of the Month in which the corrected invoice was received by CPI.
- 4.3 CPI will accept no variation in the Price nor extra charges for the delivery of the Services unless such variation to the Price or such extra charges for the delivery of the Services has been expressly agreed in writing in advance of being incurred by an authorised representative of CPI.

- 4.4 Without prejudice to the generality of Condition 25, CPI shall be entitled to deduct from the Price (and any other sums) due to the Consultancy Provider any sums that the Consultancy Provider may owe to CPI at any time.
- 4.5 If any undisputed sum properly due from CPI to the Consultancy Provider 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.
- 4.6 Time for payment shall not be of the essence (nor made of the essence by notice) of the Agreement.

5 BRIBERY AND CORRUPTION PREVENTION MEASURES

- 5.1 The Consultancy Provider warrants and undertakes to CPI that in connection with any Contract it shall, and it shall procure that all Personnel shall:
 - 5.1.1 comply with applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
 - 5.1.2 comply with CPI's anti-bribery and anti-corruption policies in force from time to time, a copy of which shall be provided to the Consultancy Provider and to any Personnel upon written request;
 - 5.1.3 maintain in place effective accounting procedures and internal controls necessary to record all expenditure in connection with the Agreement;
 - 5.1.4 notify CPI as soon as practicable of any breach of any of the undertakings contained within this Condition of which it becomes aware.
- 5.2 The Consultancy Provider shall, upon request by CPI from time to time, promptly confirm in writing that it has complied with its undertakings under Condition 5.1, and shall promptly and fully provide any information reasonably requested by CPI in support of such compliance;
- 5.3 For the avoidance of doubt, any breach by the Consultancy Provider of this Condition 5 shall be deemed to be a breach which is not capable of remedy of any applicable Contract for the purposes of Condition 11.3.9.

6 CONFIDENTIAL INFORMATION

- 6.1 Subject to Condition 6.7, the Consultancy Provider undertakes to, and to procure that its Representatives and all Personnel shall:
 - 6.1.1 keep secret and maintain confidential the Confidential Information; and
 - 6.1.2 use Confidential Information only in connection with the provision of the Services and in particular not use any Confidential Information to obtain a commercial, trading or any other advantage (including, for the avoidance of doubt, seeking

to carry out any work other than the agreed Services for the End Customer); and

6.1.3 upon demand:-

- a procure the return to CPI 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 CPI a certificate of a director of the Consultancy Provider confirming that to the best of his or her knowledge, information and belief, having made all proper enquiries, the provisions of this Condition 6.1 have been complied with.

6.2 To secure the confidentiality attaching to the Confidential Information, the Consultancy Provider shall:-

6.2.1 keep separate all Confidential Information and all information generated by the Consultancy Provider based on Confidential Information from all other documents and records of the Consultancy Provider;

6.2.2 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;

6.2.3 at the request of CPI made at any time, immediately deliver up to CPI all documents and other material in the possession, custody or control of the Consultancy Provider (or of any Representative pursuant to Condition 6.2.4) that bear or incorporate any part or parts of the Confidential Information;

6.2.4 undertake to permit access to the Confidential Information only to those Representatives who reasonably need access to such Confidential Information for the purpose of the provision of the Services, and on the conditions that such Representatives shall have:

- a entered into legally binding confidentiality obligations to the Consultancy Provider 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 CPI'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.

6.3 The Consultancy Provider warrants to CPI that it shall be responsible for the enforcement of the confidentiality obligations and that it shall procure that all Representatives given access to Confidential Information under Condition 6.2.4 shall comply with the provisions of these Conditions.

- 6.4 Nothing contained in these Conditions shall prevent the Consultancy Provider from imparting Confidential Information which it or any company in its Group may be obliged to disclose or make available:

6.4.1 under any applicable rule of law or other governmental regulation of the United Kingdom or any other competent jurisdiction; or

6.4.2 in connection with proceedings before a court of competent jurisdiction in relation to these Conditions or under any court order;

provided that the Consultancy Provider shall promptly notify CPI if any Confidential Information is required or requested to be disclosed and, so far as it is permitted by law, seek CPI's approval regarding the manner of such disclosure and the content of any announcement or, at CPI's expense, co-operate with any reasonable action which it may elect to take to challenge the validity of such requirement.

- 6.5 If any proceedings are commenced or action taken which could result in Confidential Information having to be disclosed, the Consultancy Provider shall immediately notify CPI 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 CPI may reasonably request) and keep CPI fully and promptly informed of all matters and developments relating to such proceedings. If the Consultancy Provider is obliged to disclose Confidential Information to any third party, such disclosure will only be made to such third party and the Consultancy Provider will disclose only the minimum amount of information consistent with satisfying its obligation to such person. Prior to making any such disclosure, the Consultancy Provider will give written notice to CPI 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 Consultancy Provider will take into account any reasonable comments CPI may have in relation to the contents of the proposed disclosure.

- 6.6 The duties of confidentiality set out in this Condition 6 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.

- 6.7 The parties agree that in respect of Confidential Information protected by any executed NDA, the provisions of this Condition 6 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 6 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.

7 VARIATION OF SERVICES, SPECIFICATIONS OR WORKS

- 7.1 At any time during the Term, subject always to the following provisions of this Condition 7, CPI shall be permitted to vary any details of the Services and/or Specification and/or Outputs required under any Contract, including extending or temporarily suspending any delivery timetables, by serving at least seven days' prior written notice on the Consultancy Provider.

- 7.2 Following receipt of a variation notice from CPI under Condition 7.1, the Consultancy Provider shall promptly notify CPI of any reasonable change in the costs the Consultancy Provider would incur as a result of such proposed variation, providing supporting open-book evidence where so requested by CPI, and CPI shall then notify the Consultancy Provider that either:
- 7.2.1 CPI accepts the Consultancy Provider's change in costs and wishes to proceed with the proposed variation to the Contract, with a schedule being added to the Order to reflect any agreed changes in the details of the Services and/or Specification and/or Outputs, and to the Price; or
 - 7.2.2 CPI does not accept the Consultancy Provider's change in costs and does not wish to proceed with the proposed variation to the Contract, and that the Contract shall continue in its current form without variation.
- 7.3 Until such time as the Consultancy Provider has received CPI's final notification about any proposed variation under Condition 7.2 it shall continue to perform the Contract continue in its current form without variation.

8 INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Consultancy Provider shall promptly disclose and shall procure that the Personnel promptly disclose to CPI's Representative full details of all Outputs created in the course of the provision of the Services in the format made available to the Consultancy Provider from time to time by CPI.
- 8.2 The Intellectual Property Rights in any Outputs shall vest in CPI absolutely.
- 8.3 The Consultancy Provider hereby assigns and shall procure that each of the Personnel assigns to CPI (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 Consultancy Provider and/or the Personnel in the performance of the Services or which relate to the Project. For the avoidance of doubt, any designs or works created by the Consultancy Provider and/or the Personnel which are created outside of the performance of the Services and which do not relate to the Project, or which are owned by the Consultancy Provider or its licensors prior to the date of these Conditions and are used in the Project, will remain the property of the Consultancy Provider.
- 8.4 The Consultancy Provider shall, and shall procure that the Personnel shall:
- 8.4.1 keep all Outputs confidential;
 - 8.4.2 whenever requested to do so by CPI and in any event on the termination of the applicable Contract, promptly to deliver to CPI 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;

- 8.4.3 not register nor attempt to register any of the Intellectual Property Rights in the Outputs, unless instructed in writing to do so by CPI; and
 - 8.4.4 promptly upon demand by CPI to execute all such documents and do all acts as CPI believes are reasonably necessary to confirm that absolute title in all Intellectual Property Rights in the Outputs vests in CPI.
- 8.5 The Consultancy Provider warrants to CPI that:
 - 8.5.1 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;
 - 8.5.2 it is unaware of any use by any third party of any of the Outputs or Intellectual Property Rights in the Outputs; and
 - 8.5.3 the use of the Outputs or the Intellectual Property Rights in the Outputs by CPI will not infringe the rights of any third party.
- 8.6 The Consultancy Provider shall procure that each of the Personnel 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 Consultancy Provider's moral rights.
- 8.7 The Consultancy Provider acknowledges that no further remuneration or compensation other than that provided for in these Conditions is or may become due to the Consultancy Provider in respect of the performance of its obligations under this Condition 8.
- 8.8 In the event that the Consultancy Provider is subject to a claim from any Personnel 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 Consultancy Provider acknowledges and agrees that it is the applicable employer of the Personnel, and agrees that it shall not join CPI as a party to any such claim, nor purport to pass responsibility to CPI for any sums that may be payable to such Personnel, nor seek to recover any such sums from CPI.
- 8.9 In the event that any claim or attack is brought or threatened by any third party against the Consultancy Provider and/or any Personnel in relation to any Intellectual Property Rights in or connected with the Outputs, the Consultancy Provider shall immediately notify CPI with full details, and the Consultancy Provider shall liaise with CPI in the conduct of its defence (at the Consultancy Provider's own cost) and shall not take any steps which in CPI's opinion would prejudice CPI's position in relation to its ownership of the Intellectual Property Rights in the Outputs.

9 RESTRICTIVE COVENANTS

- 9.1 The Consultancy Provider covenants with CPI that the Consultancy Provider shall not, and shall procure that the Personnel shall not at any time during the Restricted Period directly or indirectly:

- 9.1.1 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 CPI during the Term;
- 9.1.2 employ or procure to be employed any former employees of CPI who have been employed by CPI in the 12 months prior to the Termination Date and who have had direct dealings with clients of CPI;
- 9.1.3 solicit or entice away or seek to entice away from doing business with CPI any person, firm, company or organisation who throughout the Term was a client of CPI.
- 9.2 The parties in all respects consider the restrictions contained in this Condition 9 reasonable.
- 9.3 Without prejudice to Condition 23, the provisions of Conditions 9.1.1, 9.1.2 or 9.1.3 are separate and severable and shall be construed and be capable of enforcement accordingly.

10 END CUSTOMER RESTRICTION

- 10.1 The Consultancy Provider acknowledges and agrees that, where it is providing Services to CPI in connection with an End Customer:
 - 10.1.1 without an introduction to the End Customer made by CPI, it would not have the opportunity to gain or carry out the Services or other work for or in relation to the End Customer; and
 - 10.1.2 CPI's commercial relationship with the End Customer is very valuable to CPI and the loss of any business arising from that relationship could be very damaging to CPI, and accordingly that damages may not be an adequate remedy for any breach of these Conditions and CPI shall be entitled without proof of special damage to the remedies of an injunction or other equitable relief including damages for any actual or threatened breach by the Consultancy Provider or the Personnel of these Conditions.
 - 10.1.3 Subject to Condition 10.3, in view of the acknowledgements in Condition 10.1, the Consultancy Provider agrees that during the Restricted Period:
 - 10.1.4 it shall only perform the Services for the End Customer, whether directly or indirectly, under the terms of the Order, or in all other cases, subject to the prior approval in writing of CPI (at CPI's sole discretion); and
 - 10.1.5 it shall not approach the End Customer to seek to provide, nor shall it provide nor agree to provide, any services to the End Customer which compete with the Services, without the prior approval in writing of CPI (at CPI's sole discretion).
- 10.3 In the event that the Consultancy Provider can prove that prior to the Commencement Date of any Contract it is already providing services of any description to the End Customer, the provisions of Conditions 10.1 and 10.2 shall not apply to such services and/or to the renewal of contracts with the End Customer relating to them.

- 10.4 Without prejudice to Condition 23, the provisions of Conditions 10.2.1 and 10.2.2 are separate and severable and shall be construed and be capable of enforcement accordingly.

11 TERM AND TERMINATION

- 11.1 The Term shall be deemed to have commenced on the Commencement Date and subject to Condition 11.2 shall continue for such period set out in the relevant Order or Contract ("the Initial Term") unless terminated earlier in accordance with these Conditions or as otherwise permitted in the Contract.
- 11.2 CPI may, in its sole discretion, elect to extend the Initial Term by any period of up to twelve (12) months. CPI shall notify the Consultancy Provider at least ten (10) days prior to the expiry of the Initial Term of its decision to exercise this extension.
- 11.3 CPI may (at its sole discretion) terminate the relevant Contract (relating to the purchase of Services under any Order) with immediate effect and with no liability to make any payment to the Consultancy Provider other than in respect of amounts accrued prior to the Termination Date in the event that:
- 11.3.1 an order is made or a resolution is passed for the winding up of the Consultancy Provider or circumstances arise which entitle a Court of competent jurisdiction to make a winding-up order of the Consultancy Provider; or an order is made for the appointment of an administrator to manage the affairs, business and property of the Consultancy Provider or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Consultancy Provider or notice of intention to appoint an administrator is given by the Consultancy Provider or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
 - 11.3.2 a receiver is appointed of any of the Consultancy Provider'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 Consultancy Provider or if any other person takes possession of or sells the other party's assets; or
 - 11.3.3 the Consultancy Provider 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
 - 11.3.4 the Consultancy Provider 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
 - 11.3.5 any distraint is levied against the Consultancy Provider or its property by any person; or
 - 11.3.6 the Consultancy Provider ceases, or threatens to cease, to carry on business; or
 - 11.3.7 any action or occurrence analogous to the provisions of Conditions 11.3.1 to 11.3.6 occurs in respect of the

- Consultancy Provider in any jurisdiction; or
- 11.3.8 the termination rights in Condition 26.2 relating to Change of Control are exercised by CPI; or
 - 11.3.9 the Consultancy Provider is in breach of these Conditions and such breach is not capable of remedy; or
 - 11.3.10 the Consultancy Provider 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 CPI to the Consultancy Provider specifying the breach and requiring remedy.
- 11.4 CPI shall be entitled to terminate any Contract for convenience at any time by serving written notice of termination on the Consultancy Provider under the Notice Period.

12 OBLIGATIONS UPON TERMINATION

- 12.1 On the Termination Date (or as otherwise agreed by CPI in writing) the Consultancy Provider shall:
- 12.1.1 immediately vacate the Premises and return all CPI resources and/or equipment made available by CPI under Condition 3.1 for the provision of the Services, in each case in the condition in which it was originally occupied or received, and promptly making good to CPI's satisfaction, acting reasonably, any damage caused whilst in the Consultancy Provider's occupation or possession; and
 - 12.1.2 immediately deliver to CPI all copies of the Outputs, documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of any member of CPI's Group or their business contacts, any keys, and any other property of any member of CPI's Group, which is in its possession or under its control; and
 - 12.1.3 irretrievably delete any information relating to the business of any member of CPI's Group stored on any magnetic or optical disk or memory and all matter derived from such sources which is in its possession or under its control outside the premises of CPI; and
 - 12.1.4 provide a signed statement that it has complied fully with its obligations under this Condition 12.1.
- 12.2 The provisions of Conditions 2.8, 2.11, 5.2, 6, 8, 9, 10, 12, 13, 14, 15, 16, 18, 20, 23, 24, 25, 27 and 28 shall, in respect of the Services that were being provided and any related Confidential Information and/or Intellectual Property, survive termination of the provision of any Services under an Order, and the termination of any relevant Contract, howsoever arising.

13 INDEMNITY

- 13.1 The Consultancy Provider hereby indemnifies CPI in full and holds CPI indemnified in full and harmless from all costs, claims, liabilities, expenses

and or losses awarded against, incurred, paid or suffered by, CPI as a result of or in connection with:

- 13.1.1 any alleged or actual infringement, whether or not under English law, of any third party's Intellectual Property Rights or other rights arising out of the use or supply of the Outputs or the Services; or
- 13.1.2 any breach by the Consultancy Provider of Condition 6; or
- 13.1.3 any breach by the Consultancy Provider of Condition 8.
- 13.2 Without prejudice to Condition 23, the provisions of Conditions 13.1.1, 13.1.2 and 13.1.3 are separate and severable and shall be construed and be capable of enforcement accordingly.
- 13.3 Without prejudice to the generality of Condition 25, CPI may at its option satisfy any of the above indemnity (in whole or in part) by way of deduction from any payments due to the Consultancy Provider.
- 13.4 The provisions of this Condition 13 shall survive termination of these Conditions, howsoever arising.

14 INSURANCE

- 14.1 The Consultancy Provider will insure against its liabilities arising out of or in connection with the performance of the Services, and such insurance shall extend to cover CPI in respect of any third party claim against CPI arising from or in connection with the Consultancy Provider's performance of the Services including (without prejudice to the generality of the foregoing):
 - 14.1.1 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;
 - 14.1.2 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; and
 - 14.1.3 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.
- 14.2 The Consultancy Provider shall promptly at CPI's request provide CPI with details of all relevant insurance policies and copies of any cover-notes relating to the insurances effected pursuant to these Conditions and will use all reasonable endeavours to procure that:
 - 14.2.1 the interests of CPI are duly noted on insurance policies;
 - 14.2.2 subrogation rights are waived by the insurers; and
 - 14.2.3 such insurance policies include non-avoidance of liability provisions to ensure that an act by the Consultancy Provider which negates the terms of an insurance policy will not prejudice the insurance cover benefit to CPI.
- 14.3 If the Consultancy Provider shall fail to comply in any respect with the provisions of this Condition 14, CPI shall be entitled (but not obliged) to arrange the insurance cover required by this Condition 14, the cost of which the Consultancy Provider shall promptly reimburse to CPI upon

demand, and the Consultancy Provider hereby indemnifies CPI fully and holds it fully indemnified against all costs, claims, demands and liabilities incurred by CPI as a result of CPI doing so.

15 LIMITATION OF LIABILITY

15.1 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 2 of the Supply of Goods and Services Act 1982).

15.2 Subject to Condition 15.1 above, CPI's total liability in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, arising in connection with the performance or contemplated performance of any Contract shall be limited to a maximum of the total Price payable in respect of the Services under the Contract which have given rise to the claim or liability.

15.3 Subject to CPI paying all undisputed invoices that have been properly issued for Services that have actually been delivered under the Contract, and to Condition 15.1, CPI shall not be liable to the Consultancy Provider for any:

15.3.1 loss of profit, (whether direct or indirect); and/or

15.3.2 loss of business; and/or

15.3.3 loss of business opportunity; and/or

15.3.4 depletion of good-will; and/or

15.3.5 loss or corruption of data, or the costs and consequences of any data restoration; and/or

15.3.6 costs of loans, borrowing and/or of temporary financing; and/or

15.3.7 additional staffing costs; and/or

15.3.8 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 any Contract, even if such loss was reasonably foreseeable or CPI had been advised of the possibility of the Consultancy Provider incurring the same.

16 STATUS

16.1 The relationship of the Consultancy Provider to CPI will be that of independent contractor and nothing in these Conditions shall render it or any Personnel or Representative as an employee, agent or partner of CPI, and the Consultancy Provider shall not hold itself out as such, and shall procure that no Personnel or Representative hold themselves out as such.

16.2 For the avoidance of doubt, CPI shall not have day-to-day control over the Personnel, which shall at all times remain with the Consultancy Provider.

- 16.3 Each Contract made incorporating these Conditions constitutes a contract for the provision of Services and accordingly, the Consultancy Provider shall be fully responsible for all Personnel, and hereby indemnifies CPI in full, and holds CPI indemnified in full, for all costs, claims, losses and expenses in respect of:
- 16.3.1 any income tax, National Insurance and Social Security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance by the Personnel of the Services, where such recovery is not prohibited by law. The Consultancy Provider shall further indemnify CPI against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by CPI in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and / or
 - 16.3.2 any liability for any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Personnel against CPI arising out of or in connection with the provision of the Services; and / or
 - 16.3.3 any claim 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).
- 16.4 Without prejudice to the generality of Condition 25, CPI may at its option satisfy any of the above indemnity (in whole or in part) by way of deduction from any payments due to the Consultancy Provider.
- 16.5 Without prejudice to Condition 23, the provisions of Conditions 16.3.1, 16.3.2 and 16.3.3 are separate and severable and shall be construed and be capable of enforcement accordingly.

17 NOTICES

- 17.1 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 17.2 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 17.2.
- 17.2 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:-
- 17.2.1 if sent by personal delivery, upon delivery at the address of the relevant party;
 - 17.2.2 if sent by first class post, two working days after the date of posting.
- 17.3 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.

18 CONTRACT FORMATION AND ENTIRE AGREEMENT

- 18.1 These Conditions are the only basis upon which CPI shall contract for the purchase of the Services, and all Services supplied to CPI by the Consultancy Provider shall be upon the terms and conditions contained in these Conditions, to the exclusion of all other terms and conditions which the Consultancy Provider purports to apply under any quotation, acknowledgement or acceptance of an Order, delivery note, invoice, terms and conditions of supply, or other document tendered to CPI or otherwise generally applied by the Consultancy Provider to the supply of Services.
- 18.2 Without prejudice to Condition 18.1, and subject to Condition 6.7 and any to prior undertaking, representation, warranty, promise, or assurance made to CPI about the Outputs and the Services by the Consultancy Provider, each Contract constitutes the entire and only agreement and understanding between the parties at the Commencement Date in connection with the provision of the relevant Services under that Contract.
- 18.3 The Consultancy Provider acknowledges that it has not entered into any Contract in reliance on any undertaking, representation, warranty, promise, assurance or arrangement of any nature from CPI which is not expressly set out herein.
- 18.4 Nothing in this Condition 18 shall limit or exclude either party's liability for fraud or for fraudulent misrepresentation.

19 FORCE MAJEURE

- 19.1 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.

20 SUCCESSORS AND ASSIGNS / SUB-CONTRACTING

- 20.1 Each Contract shall be binding upon, and enure for the benefit of, the parties' successors in title.
- 20.2 The Consultancy Provider shall not assign or novate all or any part of the benefit of, or its rights or benefits under, any Contract incorporating these Conditions without the prior written consent of CPI. 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.
- 20.3 The Consultancy Provider shall not sub-contract any of its obligations under any Contract incorporating these Conditions without the prior written consent of CPI (at CPI's sole discretion), and in such circumstances where CPI's consent under this Condition 20.3 is granted, the Consultancy Provider agrees that it shall be fully liable to CPI for all acts and / or omissions of the permitted sub-contractor as if such acts and / or omissions were the Consultancy Provider's own.

21 VARIATIONS

- 21.1 Subject to Condition 7, no purported alteration to or variation of any provision of these Conditions shall be effective unless it is in writing, refers specifically to these Conditions and is duly executed by each party hereto.

22 VAT

- 22.1 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.

23 SEVERABILITY

- 23.1 If any wording in any provision of a 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.

24 WAIVERS AND RELEASES

- 24.1 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.
- 24.2 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.
- 24.3 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.
- 24.4 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.

25 SET-OFF

- 25.1 Any sums credited by or due from CPI to the Consultancy Provider 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 Consultancy Provider to CPI, whether absolute or contingent, due or to become due, direct or indirect, whether under any Contract or otherwise.

26 CHANGE OF CONTROL

- 26.1 If at any time whilst any Contract is in force there is a Change of Control of the Consultancy Provider, the Consultancy Provider shall notify CPI within 14 days of the Change of Control having occurred.
- 26.2 Where CPI believes in its sole discretion that the continuation of the Contract would, as a result of the Change of Control, adversely affect CPI's commercial interest, CPI shall have the right to terminate the Contract forthwith by giving notice to the Consultancy Provider, such notice to be served during a period of ninety (90) calendar days from the date on which the notification from the Consultancy Provider of the Change of Control is served (for the avoidance of doubt, whether served within the correct period, or served late). After such time CPI's rights to terminate due to a Change of Control under this Condition 26 shall lapse.
- 26.3 For the avoidance of doubt, failure to notify a Change of Control under Condition 26.1 shall be deemed to be a breach which is not capable of remedy of any applicable Contract for the purposes of Condition 11.3.9.

27 THIRD PARTY RIGHTS

- 27.1 A person who is not a party to any 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.

28 GOVERNING LAW AND JURISDICTION

- 28.1 These Conditions and each Contract incorporating them shall be governed by and construed in accordance with the law of England.
- 28.2 In the event of a dispute between the parties, CPI shall (at its sole discretion) decide whether to have the matter finally resolved under Conditions 28.3 and 28.4. In all other circumstances the parties submit to the exclusive jurisdiction of the English courts.
- 28.3 All disputes arising out of or in connection with these Conditions (or any Contract made pursuant to these Conditions), which are referred to arbitration under Condition 28.2, 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.
- 28.4 It is agreed that in relation to any dispute referred to arbitration under Condition 28.2:
 - 28.4.1 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
 - 28.4.2 the place of arbitration shall be Newcastle-upon-Tyne, England; and
 - 28.4.3 the language of arbitration shall be English; and
 - 28.4.4 each party shall bear the costs of arbitration as directed by the arbitrators.

5. BINDING OFFER

Tender For: **OLED Technology Consultant.**

Tender number:- 322

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?	CPI Website: <input type="checkbox"/> Mytenders.org: <input type="checkbox"/> OJEU: <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 CPI in full and hold CPI indemnified in full against all costs claims expenses and losses that CPI 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. 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 CPI shall form a legally binding contract between us and CPI 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 CPI's specific request which are marked by CPI as being incorporated into the contract)
- f) The CONTRACTUAL TERMS above
- g) CPI 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 CPI 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
.....