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| **SECTION 3 - GENERAL CONDITIONS OF CONTRACT** |

Check highlighted areas before sending the terms out and then delete this comment

**Contract Title:**

**Contract Reference: ORE/xx/xx**

**STANDARD TERMS AND CONDITIONS FOR PROVISION OF SERVICES**

# DEFINITIONS & INTERPRETATION

## In these Conditions the following expressions shall have the following meanings unless inconsistent with the context:

“Acknowledgement” means the duly signed copy of ORE Catapult’s written acceptance of the Proposal returned to ORE Catapult by the Contractor to acknowledge the Contractor’s agreement to the terms of the Contract;

“Authorised Representative” means any person authorised by the ORE Catapult to act on its behalf for the purposes of the Contract or any order;

“Business Day” means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

“Charges” means the charges payable by the ORE Catapult for the supply of the Service in accordance with Condition 7 (Charges and Payment);

“Commencement Date” means has the meaning set out in Condition 2.2 (Basis of Contract);

“Condition” means these terms and conditions as amended from time to time in accordance with Condition 23 (Variation);

“Confidential Information” means any non-public information that relates to the actual or anticipated business and/or products, research or development of either Party or either Party’s technical data, trade secrets, or know-how, including, but not limited to, research, product plans, or other information regarding the Party’s products or services and markets, customer lists and customers (including, but not limited to, customers of the Party on whom the other Party called or with whom the other Party became acquainted during the Term), software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, and other business information disclosed by the other Party, either directly or indirectly, in writing, orally or by drawings or inspection of premises, parts, equipment, or other property of the disclosing Party. Confidential Information also includes the existence of any dispute arising under this Contract and the terms and facts of such dispute, including without limitation any settlement amounts. Notwithstanding the foregoing, Confidential Information shall not include any such information which the other Party can establish (i) was publicly known or made generally available prior to the time of disclosure to the receiving Party; (ii) becomes publicly known or made generally available after disclosure to the receiving Party through no wrongful action or inaction of the receiving Party; or (iii) is in the rightful possession of the receiving Party, without confidentiality obligations, at the time of disclosure as shown by then-contemporaneous written records;

“Contract” means the contract between ORE Catapult and the Contractor consisting the Scope of Works, the Proposal, these Conditions, ORE Catapult’s written acceptance of the Proposal and the Acknowledgement;

“Contractor” means the person or firm from whom the ORE Catapult purchases the Service;

“Deliverables” means: all documents, products and materials developed by the Contractor or its agents, contractors and employees as part of or in relation to the Service in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts);

“Framework Contract” means the form of enabling arrangement agreed between the Contractor and ORE Catapult under which Contracts and / or Orders will be raised by ORE Catapult for the provision of Service;

“Intellectual Property Rights” means all patents, rights to inventions, utility models, trademarks, 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 rights, database rights, rights in computer software, domain names, trade or business names, goodwill, topographical rights, moral rights, rights in confidential information, look and feel in any graphical user interface in the Outputs, all know-how and any other intellectual or industrial property rights of any nature, whether subsisting in the United Kingdom or anywhere else in the World and whether registered, registerable or otherwise;

“Key Person” means any individual personnel of the Contractor named in the Contract;

“Law” means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body.

“ORE Catapult” means Offshore Renewable Energy Catapult (Company Number 0459351) whose registered office is at Offshore House, Albert Street, Blyth, Northumberland NE24 1LZ or any of its subsidiaries including ORE Catapult Development Services Limited (Company Number 5636283);

“ORE Catapult Materials” means has the meaning set out in Condition 3.3(h) (Provision of the Service);

“Order” means the ORE Catapult's order for the supply of Service, as set out [in the ORE Catapult's written acceptance of the Contractor's quotation OR in the ORE Catapult's purchase order form, as the case may be] and including these Conditions, any supplementary Conditions and all specifications and other documents that are relevant to the Order;

“Party” means a Party to the Contract and “Parties” means both the ORE Catapult and the Contractor in the Contract;

“Price” means the price payable for the Service as specified in the Contract;

“Service” means all Service, including without limitation any Deliverables, to be provided by the Contractor under the Contract as set out in the Contract;

“Specification” means the description or specification or Scope of Works for the Service agreed in writing by the ORE Catapult and the Contractor;

“Term” means the period described in Condition 13.1 (Term and Termination);

“Termination Date” means the date of termination of the Term, howsoever arising.

## 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.

## The descriptive headings to Conditions, schedules and paragraphs are inserted for convenience only, have no legal effect and shall be ignored in the interpretation of these Conditions.

## 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.

## 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.

## A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

## A reference to a Party includes its [personal representatives,] successors or permitted assigns;

## A reference to writing or written includes faxes [and e-mails]

# BASIS OF CONTRACT

## The Order constitutes an offer by the ORE Catapult to purchase the Service in accordance with these Conditions.

## The Order shall be deemed to be accepted on the earlier of:

1. the Contractor issuing written acceptance of the Order; or
2. any act by the Contractor consistent with fulfilling the Order,

at which point and on which date the Contract shall come into existence (**Commencement Date**).

## These Conditions apply to the Contract to the exclusion of any other terms that the Contractor seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

## There is no guarantee that the volume of work and data provided by the ORE Catapult is accurate and such information given in the Invitation to Tender is for guidance only.

## Nothing contained in this Contract shall prevent the ORE Catapult from employing some person other than the Contractor to provide services similar to the Services.

# PROVISION OF THE SERVICE

## The Contractor shall from the Commencement Date and for the duration of this Contract provide the Service to the ORE Catapult in accordance with the terms of the Contract.

## The Contractor shall meet any performance dates for the Service specified in the [Order] or notified to the Contractor by the ORE Catapult [and time is of the essence in relation to those performance dates].

## In providing the Service, the Contractor shall:

1. co-operate with the ORE Catapult in all matters relating to the Service, and comply with all instructions of the ORE Catapult;
2. perform the Service with the best care, skill and diligence in accordance with best practice in the Contractor's industry, profession or trade;
3. not withstanding Condition 4, use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier’s obligations are fulfilled in accordance with the Contract;
4. ensure that the Service and Deliverables conform with all descriptions and specifications set out in the Specification, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Contractor by the ORE Catapult;
5. provide all equipment, tools and vehicles and such other items as are required to provide the Service;
6. use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Service or transferred to the ORE Catapult, will be free from defects in workmanship, installation and design;
7. obtain and at all times maintain all necessary licences and consents, and comply with all applicable Laws and regulations;
8. observe all health and safety rules and regulations and any other security requirements that apply at any of the ORE Catapult's premises;
9. hold all materials, equipment and tools, drawings, specifications and data supplied by the ORE Catapult to the Contractor (**ORE Catapult Materials**) in safe custody at its own risk, maintain the ORE Catapult Materials in good condition until returned to the ORE Catapult, and not dispose or use the ORE Catapult Materials other than in accordance with the ORE Catapult's written instructions or authorisation;
10. not do or omit to do anything which may cause the ORE Catapult to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Contractor acknowledges that the ORE Catapult may rely or act on the Service;
11. acknowledge that it has sufficient information about ORE Catapult and the Specification and that it has made all appropriate and necessary enquires to enable it to perform the Service in accordance with the Contract;
12. neither be entitled to any additional payment nor excused from any obligation or liability under the Contract due to any misinterpretation or misunderstanding by the Contractor of any fact relating to the Specification or otherwise to the Contract.

## The Service includes assisting other suppliers providing services to ORE Catapult at no additional cost to ORE Catapult to the extent that such assistance or management of other suppliers is as described in, contemplated by or reasonably to be inferred from the Service or the nature or manner of the supply thereof.

## Notwithstanding Condition 3.4, the Contractor shall, where directed by ORE Catapult, provide at no cost all reasonable assistance, information and co-operation to any other third party with which the ORE Catapult has a relationship subject to the signature of confidentiality agreements between the Contractor and those third Parties, as deemed necessary.

# PERSONNEL AND COMPETENCIES

## The Contractor shall employ the Key Person to supervise the performance of the Service. Any changes to the Key Person must be approved by ORE Catapult in advance; approval not to be unreasonably withheld.

## ORE Catapult may, by notice in writing to the Contractor, object to any of the Contractor's personnel and the Contractor will immediately remove such person from performing the Service and provide a suitably qualified replacement at no additional cost to ORE Catapult.

# ORE CATAPULT REMEDIES

## If the Contractor fails to perform the Service by the applicable dates, the ORE Catapult shall, without limiting its other rights or remedies, have one or more of the following rights:

1. to terminate the Contract with immediate effect by giving written notice to the Contractor;
2. to refuse to accept any subsequent performance of the Service which the Contractor attempts to make;
3. to recover from the Contractor any costs incurred by the ORE Catapult in obtaining substitute services from a third party;
4. where the ORE Catapult has paid in advance for Service that have not been provided by the Contractor, to have such sums refunded by the Contractor; or
5. to claim damages for any additional costs, loss or expenses incurred by the ORE Catapult which are in any way attributable to the Contractor's failure to meet such dates.

## These Conditions shall extend to any substituted or remedial services provided by the Contractor.

## The ORE Catapult's rights under this Contract are in addition to its rights and remedies implied by statute and common law.

# ORE CATAPULT'S OBLIGATIONS

## The ORE Catapult shall:

1. provide the Contractor with reasonable access at reasonable times to the ORE Catapult's premises for the purpose of providing the Service;
2. provide such information to the Contractor as the Contractor may reasonably request and the ORE Catapult considers reasonably necessary for the purpose of providing the Service; and
3. comply with all other obligations of ORE Catapult set out in these Conditions.

# CHARGES AND PAYMENT

## The Charges for the Service shall be set out in the Order, and shall be the full and exclusive remuneration of the Contractor in respect of the performance of the Service. Unless otherwise agreed in writing by the ORE Catapult, the Charges shall include every cost and expense of the Contractor directly or indirectly incurred in connection with the performance of the Service.

## The Contractor shall invoice the ORE Catapult on completion of the Service. All invoices shall be sent to finance@ore.catapult.org.uk. Each invoice shall include such supporting information required by the ORE Catapult to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.

## In consideration of the supply of the Service by the Contractor, the ORE Catapult shall pay the invoiced amounts within thirty (30) days of the date of a correctly rendered invoice to a bank account nominated in writing by the Contractor.

## Wherever required by ORE Catapult, payment may be agreed on an individual commission basis and may be linked to successful delivery of ORE Catapult’s defined milestones.

## All amounts payable by the ORE Catapult under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Contractor to the ORE Catapult, the ORE Catapult shall, on receipt of a valid VAT invoice from the Contractor, pay to the Contractor such additional amounts in respect of VAT as are chargeable on the supply of the Service at the same time as payment is due for the supply of the Service.

## If any VAT is to be paid, the Contractor shall show this separately on the invoice.

## The Contractor shall maintain complete and accurate records of the time spent and materials used by the Contractor in providing the Service, and shall allow the ORE Catapult to inspect such records at all reasonable times on request.

## The ORE Catapult may at any time, without limiting any of its other rights or remedies, set off any liability of the Contractor to the ORE Catapult against any liability of the ORE Catapult to the Contractor, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract.

## ORE Catapult will be entitled to deduct from the Price any ORE Catapult amount owing at any time from the Contractor to ORE Catapult.

# INTELLECTUAL PROPERTY RIGHTS

## In respect of any services that are transferred to the ORE Catapult under this Contract, including without limitation of the Deliverables or any part of them, the Contractor warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the ORE Catapult, it will have full and unrestricted rights to transfer all such items to the ORE Catapult.

## The Contractor assigns to the ORE Catapult, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Service, including for the avoidance of doubt the Deliverables.

## The Contractor shall obtain waivers of all moral rights in the products, including for the avoidance of doubt the Deliverables, of the Service to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of Law in any jurisdiction.

## The Contractor shall, promptly at the ORE Catapult's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the ORE Catapult may from time to time require for the purpose of securing for the ORE Catapult the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the ORE Catapult in accordance with Condition 9.2 above.

## All ORE Catapult Materials are the exclusive property of the ORE Catapult.

# INDEMNITY

## The Contractor shall keep the ORE Catapult indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other [reasonable] professional costs and expenses) suffered or incurred by the ORE Catapult as a result of or in connection with:

1. any claim brought against the ORE Catapult for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the receipt, use or supply of the Service, to the extent that the claim is attributable to the acts or omissions of the Contractor, its employees, agents or subcontractors; and
2. any claim made against the ORE Catapult by a third party arising out of, or in connection with, the supply of the Service, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Contractor, its employees, agents or subcontractors.

## This Condition 10 shall survive termination of the Contract.

# INSURANCE

## For the duration of the Contract (and for a period of two (2) years thereafter), the Contractor shall maintain in force, with a reputable insurance company, product liability, public liability and professional indemnity, to cover the liabilities that may arise under or in connection with the Contract and shall, on the ORE Catapult's request, provide satisfactory evidence that such insurances have been effected and are in force.

# CONFIDENTIALITY

## A Party (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving Party by the other Party (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business, its products and services which the Receiving Party may obtain. The Receiving Party shall only disclose such confidential information to those of its employees, agents and sub-contractors who need to know it for the purpose of discharging the receiving Party's obligations under the Contract, and shall ensure that such employees, agents and sub-contractors comply with the obligations set out in this Condition as though they were a Party to the Contract. The Receiving Party may also disclose such of the Disclosing Party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

## The Contractor acknowledges and agrees that ORE Catapult may be required to disclose information to their funding body, InnovateUK.

## This Condition 12 shall survive termination of the Contract.

# TERM &TERMINATION

## The Term shall commence on the Commencement Date and shall continue until it automatically terminates on completion of the Service in accordance with the Contract or unless terminated earlier in accordance with these Conditions (“Termination Date”).

## Without limiting its other rights or remedies, the ORE Catapult may terminate the Contract with immediate effect by giving written notice to the Contractor if:

1. the Contractor commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within seven (7) days of receipt of notice in writing to do so;
2. the Contractor repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
3. the Contractor suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
4. the Contractor commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors [other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of the Contractor with one or more other companies or the solvent reconstruction of the Contractor];
5. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Contractor (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Contractor with one or more other companies or the solvent reconstruction of the Contractor;
6. the Contractor (being an individual) is the subject of a bankruptcy petition order;
7. a creditor or encumbrancer of the Contractor attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) days;
8. an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Contractor (being a company);
9. a floating charge holder over the assets of the Contractor (being a company) has become entitled to appoint or has appointed an administrative receiver;
10. a person becomes entitled to appoint a receiver over the assets of the Contractor or a receiver is appointed over the assets of the Contractor;
11. any event occurs, or proceeding is taken, with respect to the Contractor in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Condition c) to Condition j) (inclusive);
12. the Contractor suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business; or
13. the Contractor (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

## [ORE Catapult may terminate this Agreement at its convenience by giving sixty (60) days’ prior written notice to the Contractor].

## Termination of the Contract, however arising, shall not affect any of the Parties' rights and remedies that have accrued as at termination.

## Conditions which expressly or by implication survive termination of the Contract shall continue in full force and effect.

# CONSEQUENCES OF TERMINATION

## On termination of the Contract for any reason, the Contractor shall immediately deliver to the ORE Catapult all Deliverables whether or not then complete, and return all ORE Catapult Materials. If the Contractor fails to do so, then the ORE Catapult may enter the Contractor's premises and take possession of them. Until they have been returned or delivered, the Contractor shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

# DISPUTE RESOLUTION

## If any dispute arises in connection with this agreement and the Parties are unable to reach agreement within ten (10) Days after one Party has notified the other of that issue, they will refer the matter to the Procurement and Commercial Manager or equivalent of both Partiesin an attempt to resolve the issue within five (5) Days after the referral.

## If the matter is not resolved both Parties will arrange a meeting between the relevant Director Level contacts, within three (3) Days of the first dispute resolution meeting, failing which either Party may initiate mediation proceedings as set out at 12.3 below.

## The Parties agree to enter into mediation and will do so in accordance with the Centre for Effective Dispute Resolution (**CEDR**) Model Mediation Procedure. Unless otherwise agreed between the Parties within ten (10) Days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation, a Party must give notice in writing (**ADR notice**) to the other Party. A copy of the referral should be sent to CEDR. Unless otherwise agreed, the mediation will start not later than fourteen (14) Days after the date of the ADR notice. No Party may commence any court proceedings in relation to any dispute arising out of this agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other Party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay

14.4 Subject to the foregoing, the Parties submit to the exclusive jurisdiction of the courts of the courts of England and Wales.

# FORCE MAJEURE

## Neither Party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure result from events, circumstances or causes beyond its reasonable control.

## The Contractor shall use all reasonable endeavours to mitigate the effect of a Force Majeure Event on the performance of its obligations.

## 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.

# ASSIGNMENT AND OTHER DEALINGS

## The ORE Catapult may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

## The Contractor may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the ORE Catapult.

## The Contractor shall be responsible for the acts, defaults and omissions of its sub-contractors, whether approval has been given to their appointment under this Condition or not, as if they were his own and any consent given under this Condition shall not relieve the Contractor of any of his obligations under the Contract.

# NOTICES

## Any notice or other communication given to a Party under or in connection with the Contract shall be in writing, addressed to that Party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that Party may have specified to the other Party in writing in accordance with this Condition 18, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, fax [or e-mail].

## A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Condition 18.1; if sent by pre-paid first class post or other next working day delivery service, at [9.00 am] on the [second] Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent e-mail, one Business Day after transmission.

## The provisions of this Condition 18 shall not apply to the service of any proceedings or other documents in any legal action.

# SEVERANCE

## If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Condition shall not affect the validity and enforceability of the rest of the Contract.

# WAIVER

## A waiver of any right or remedy under the Contract or Law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a Party to exercise any right or remedy provided under the Contract or by Law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

# NO PARTNERSHIP OR AGENCY

## Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

# THIRD PARTIES.

## A person who is not a Party to the Contract shall not have any rights to enforce its terms.

# VARIATION

## Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the ORE Catapult.

# ANNOUNCEMENTS

## Save as otherwise set out in this Contract, no announcement, circular, advertisement or other publicity in connection with this Contract shall be made or issued by or on behalf of the Contractor (save as required by law or any governmental or regulatory organisation) without the prior written consent of ORE Catapult (such consent not to be unreasonably withheld or delayed).

# ORE CATAPULT'S LOGO

## The Contractor shall not use ORE Catapult logo or disclose any details of any relationship with ORE Catapult to any other Party without the prior written consent of ORE Catapult.

# GOVERNING LAW AND JURISDICTION

## The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

**SPECIAL CONDITIONS**

# CO-OPERATION IN HANDOVER

## The Contractor shall provide, at no cost, such reasonable assistance to ORE Catapult and to any third party nominated by ORE Catapult as is required to migrate the Contract to a successor supplier effectively and efficiently, either at the natural termination date or if terminated at will in accordance with Condition 12 above. This Condition will extend to the full expiration year and the three (3) months after the expiration date in order that ORE Catapult may successfully, and with minimum risk, engage a successor supplier to provide the Service or to commence to provide those services in-house, using its own staff and resources. In particular (but without limitation) the Contractor will, where so required provide all reasonable help, assistance and co-operation:-

a. in the transfer of the provision of all facilities associated with the provision of the Service from the Contractor to ORE Catapult and/or to the successor contractor”.

b. to effect the transfer of such documentation as is necessary to enable the successor contractor and/or ORE Catapult to set up and effect the changeover.

## Without prejudice to the above, the Contractor shall on or prior to the expiration date transfer to ORE Catapult such documentation relating to the Service as ORE Catapult may request.

## The Contractor's obligation to effect a smooth transfer of records, information, functions and the like in relation to the Service, either to ORE Catapult or a successor contractor will be carried out in such a manner so as not to interfere with use and enjoyment of the Service and without ORE Catapult's business being unduly disrupted or hindered. For the avoidance of doubt and notwithstanding other provisions contained in the Contract, the Contractor will be obliged to meet the requirements of the Contract during the whole of the expiration year.

**SCHEDULES**

 Part 1: Service Levels (as applicable)