

GENERAL CONDITIONS OF CONTRACT

STANDARD TERMS AND CONDITIONS FOR THE PROVISION OF GOODS & SERVICES

1. DEFINITIONS & INTERPRETATION

1.1 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 Services in accordance with Condition 6.

“Commencement Date” means has the meaning set out in Condition 2.2.

“Conditions” means these terms and conditions as amended from time to time in accordance with Condition 24.

“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 Services.

"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 Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

"Goods" means the goods detailed in the Contract Documents which are to be supplied under the terms of the Contract.

"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.

"ORE Catapult" means Offshore Renewable Energy Catapult, (Company Number 04659351) whose registered office is 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" has the meaning set out in Condition 3.3(i).

"Order" means the ORE Catapult's order for the supply of Services, 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 ORE Catapult and the Contractor in the Contract.

"Service" means Goods and Services, 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 Services agreed in writing by the ORE Catapult and the Contractor.

"Term" means the period described in Condition 15.1.

"Termination Date" means the date of termination of the Term, 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 Conditions, 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 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.7 A reference to a Party includes its [personal representatives,] successors or permitted assigns;
- 1.8 A reference to **writing** or **written** includes faxes [and e-mails]

2. BASIS OF CONTRACT

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

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

- a) the Contractor issuing written acceptance of the Order; or
- b) 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**).

2.3 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.

3. SUPPLY OF SERVICES

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

3.2 The Contractor shall meet any performance dates for the Services specified in the [Order] or notified to the Contractor by the ORE Catapult.

3.3 In providing the Services, the Contractor shall:

- a) co-operate with the ORE Catapult in all matters relating to the Services, and comply with all instructions of the ORE Catapult;
- b) perform the Services with the best care, skill and diligence in accordance with best practice in the Contractor's industry, profession or trade;
- c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Contractor's obligations are fulfilled in accordance with this Contract;
- d) ensure that the Services and Deliverables will 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;
- e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the ORE Catapult, will be free from defects in workmanship, installation and design;

- g) obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
- h) observe all health and safety rules and regulations and any other security requirements that apply at any of the ORE Catapult's premises;
- i) 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;
- j) 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 Services; and

4. ORE CATAPULT REMEDIES

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

- a) to terminate the Contract with immediate effect by giving written notice to the Contractor;
- b) to refuse to accept any subsequent performance of the Services which the Contractor attempts to make;
- c) to recover from the Contractor any costs incurred by the ORE Catapult in obtaining substitute services from a third party;
- d) where the ORE Catapult has paid in advance for Services that have not been provided by the Contractor, to have such sums refunded by the Contractor; or
- e) 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.

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

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

5. ORE CATAPULT'S OBLIGATIONS

5.1 The ORE Catapult shall:

- a) provide the Contractor with reasonable access at reasonable times to the ORE Catapult's premises for the purpose of providing the Services;
- b) 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 Services; and

6. CHARGES AND PAYMENT

6.1 The Charges for the Services 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 Services. 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 Services.

6.2 The Contractor shall invoice the ORE Catapult on completion of the Services. 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.

6.3 In consideration of the supply of the Services 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.

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

6.5 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 Services at the same time as payment is due for the supply of the Services.

6.6 If any Value Added Tax is to be paid, the Contractor shall show this separately on the invoice.

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

6.8 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.

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

6.10 All invoices shall be sent to finance@ore.catapult.org.uk. Each invoice must clearly identify the purchase order number. If the purchase order number is not clearly identifiable on the invoice the invoice may be returned to the Contractor without payment.

7. DELIVERY

7.1 The Contractor shall ensure that the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition.

7.2. The Goods shall be delivered, carriage paid, to ORE Catapult's place of business or to such other place of delivery as is agreed by ORE Catapult in writing prior to delivery of the Goods. The Contractor shall off-load the Goods at its own risk as directed by ORE Catapult.

7.3. The date for delivery shall be specified in the Order, or if no such date is specified then delivery shall take place within fourteen (14) days of the Order.

7.4. The Contractor shall ensure that each delivery is accompanied by a delivery note which shows, among other things, the Order number, date of Order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered.

7.5. Time for delivery shall be of the essence.

7.6. Unless otherwise stipulated by ORE Catapult in the Order, deliveries shall only be accepted by ORE Catapult in normal business hours, 8:30am to 5pm.

7.7. If the Goods are not delivered on the due date then, without prejudice to any other rights which it may have, ORE Catapult reserves the right to:

- a) cancel the Contract in whole or in part;
- b) refuse to accept any subsequent delivery of the Goods which the Contractor attempts to make;
- c) recover from the Contractor any expenditure reasonably incurred by ORE Catapult in obtaining the Goods in substitution from another Contractor; and
- d) claim damages for any additional costs, loss or expenses incurred by ORE Catapult which are in any way attributable to the Contractor's failure to deliver the Goods on the due date.

7.8. If the Contractor requires ORE Catapult to return any packaging material to the Contractor that fact must be clearly stated on any delivery note delivered to ORE Catapult and any such packaging material shall only be returned to the Contractor at the cost of the Contractor.

7.9. Where ORE Catapult agrees in writing to accept delivery by instalments the Contract shall be construed as a single contract in respect of each instalment. Nevertheless failure by the Contractor to deliver any one (1) instalment shall entitle ORE Catapult at its option to treat the whole Contract as repudiated.

7.10. If the Goods are delivered to ORE Catapult in excess of the quantities ordered ORE Catapult shall not be bound to pay for the excess and any excess shall be and shall remain at the Contractor's risk and shall be returnable at the Contractor's expense.

7.11. ORE Catapult shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect them following delivery, or, in the case of a latent defect in the Goods, until a reasonable time after the latent defect has become apparent.

7.12. If any Goods delivered to ORE Catapult are not in conformity with the terms of the Contract, then, without limiting any other right or remedy that ORE Catapult may have, ORE Catapult may reject those Goods and:

- a) require the Contractor to repair or replace the rejected Goods at the Contractor's risk and expense within twenty five (25) days of being requested to do so; or
- b) require the Contractor to repay the price of the rejected Goods in full (whether or not ORE Catapult has previously required the Contractor to repair or replace the rejected Goods); and
- c) claim damages for any other costs, expenses or losses resulting from the Contractor's delivery of Goods that are not in conformity with the terms of this Contract.

8. QUALITY OF GOODS

8.1. The Goods shall be of the best available design, of the best quality, material and workmanship, be without fault or defect and conform in all respects with the Order, any specification supplied or advised by ORE Catapult to the Contractor (whether expressly or implied) or otherwise agreed in writing by ORE Catapult in conformity with Condition 2 above.

8.2. ORE Catapult's rights under these Conditions are in addition to the statutory conditions implied in favour of ORE Catapult by the Sale of Goods Act 1979 and any other applicable statute.

8.3. The terms of this Contract shall apply to any repaired or replacement Goods provided by the Contractor.

8.4. If the Contractor fails to promptly repair or replace rejected Goods in accordance with this Condition, ORE Catapult may, without affecting its rights under this Condition, obtain substitute Goods from a third party contractor, or have the rejected Goods repaired by a third party, and the Contractor shall reimburse ORE Catapult for the costs it incurs in doing so.

8.5. If the results of such inspection or testing cause ORE Catapult to be of the opinion that the Goods do not conform or are unlikely to conform with the Order or to any specifications and/or patterns supplied or advised by ORE Catapult to the Contractor or otherwise agreed in writing by ORE Catapult in conformity with Condition 2 above, ORE Catapult shall inform the Contractor and the Contractor shall immediately take such action as is necessary to ensure conformity and in addition ORE Catapult shall have the right to require and witness further testing and inspection.

8.6. Notwithstanding any such inspection or testing, the Contractor shall remain fully responsible for the Goods and any such inspection or testing shall not diminish or otherwise affect the Contractor's obligations under the Contract.

8.7. If any of the Goods fail to comply with the provisions set out in this Condition 8 ORE Catapult shall be entitled to avail itself of any one or more remedies listed in Condition 4 above.

9. CONTRACTOR PERFORMANCE

9.1 The Contractor shall perform the Services with all reasonable skill, care and diligence and in accordance with the Order and any legislative or statutory requirements. ORE Catapult's rights under these Conditions are in addition to any statutory terms implied in favour of ORE Catapult by the Supply of Goods and Services Act 1982 and any other applicable statute.

9.2 The Contractor shall provide all necessary facilities, materials and any other equipment, and personnel of appropriate qualifications and experience to undertake the provision of the Services and/or supply of the Goods. All personnel deployed on work relating to the Contract shall have appropriate qualifications and competence, be properly managed and supervised and in these and any other respects be acceptable to ORE Catapult.

9.3 The Contractor shall comply with any rules, regulations and any safety and security instructions from ORE Catapult, and procure such compliance from all personnel deployed on work relating to the Contract.

9.4 Time of performance of the Contractor's obligations shall be of the essence of the Contract. Accordingly, in the event that at any stage the Services or Goods or any part of them, are not performed or delivered on time, then ORE Catapult shall be entitled to terminate the Contract and the provisions of Condition 4 above shall apply.

9.5 If the Contractor fails to comply with the provisions set out in this Condition 9 when performing the Services, ORE Catapult shall be entitled to avail itself of any one or more remedies listed in Condition 4 above.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 In respect of any goods that are transferred to the ORE Catapult under this Contract, including without limitation 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.

10.2 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 Services, including for the avoidance of doubt the Deliverables.

10.3 The Contractor shall obtain waivers of all moral rights in the products, including for the avoidance of doubt the Deliverables, of the Services 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.

10.4 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 10.2 above.

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

11. PROPERTY IN MATERIALS AND GOODS

11.1 Title and property in the Equipment and/or Premises shall remain with the ORE Catapult and all materials and/or goods supplied under the Contract shall vest in ORE Catapult when they are brought on to ORE Catapult Premises. Property in such materials and/or goods shall only re-vest in the Contractor to the extent that any such materials or goods are surplus to the requirements of the Contract.

11.2 The Contractor shall not and shall ensure that its sub-contractor or any other person shall not have a lien, charge or encumbrance on or over any such materials or goods which are vested in ORE Catapult under this Condition for any sum due to the Contractor or its sub-contractors or other persons and the Contractor shall take all reasonable steps as may be necessary to ensure that the title of ORE Catapult and the exclusion of any such lien charge or encumbrance are brought to the notice of sub-contractors and other persons dealing with any such materials or goods. ORE Catapult shall not be liable to the Contractor in respect of any loss or damage to materials or goods that vest in ORE Catapult under this Condition.

12. INDEMNITY

12.1 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:

- a) 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 Services, to the extent that the claim is attributable to the acts or omissions of the Contractor, its employees, agents or subcontractors; and
- b) any claim made against the ORE Catapult by a third party arising out of, or in connection with, the supply of the Services, 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.

12.2 This Condition 12 shall survive termination of the Contract.

13. INSURANCE

13.1 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 and public liability insurance, to cover the liabilities that may arise under or in connection with the Contract and shall, on the ORE Catapult's request, produce proof of insurance cover.

14. CONFIDENTIALITY

14.1 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 subcontractors 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 subcontractors 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.

14.2 The Contractor acknowledges and agrees that ORE Catapult maybe required to disclose information to their funding body, InnovateUK.

14.3 This Condition 14 shall survive termination of the Contract.

15. DISPUTE RESOLUTION

15.1. 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 Parties in an attempt to resolve the issue within five (5) Days after the referral.

15.2. 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 15.3 below.

15.3. 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

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

16. TERM & TERMINATION

16.1. 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").

16.2. 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:

- a) 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;

- b) 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;
- c) 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;
- d) 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];
- e) 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;
- f) the Contractor (being an individual) is the subject of a bankruptcy petition order;
- g) 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;
- h) 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);
- i) a floating charge holder over the assets of the Contractor (being a company) has become entitled to appoint or has appointed an administrative receiver;
- j) 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;
- k) 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);
- l) 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
- m) 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.

16.3. ORE Catapult may terminate this Contract at its convenience by giving sixty (60) days' prior written notice to the Contractor.

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

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

17. CONSEQUENCES OF TERMINATION

17.1. 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.

18. FORCE MAJEURE

18.1. 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.

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

18.3. 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.

19. ASSIGNMENT AND OTHER DEALINGS.

19.1. 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.

19.2. 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.

20. NOTICES.

20.1. 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, 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].

20.2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Condition 20.1; 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 by fax [or e-mail], one Business Day after transmission.

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

21. SEVERANCE.

21.1. 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.

22. WAIVER.

22.1. 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.

23. NO PARTNERSHIP OR AGENCY.

23.1. 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.

24. THIRD PARTIES.

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

25. VARIATION.

25.1. 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.

26. ANNOUNCEMENTS

26.1. 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).

27. ORE CATAPULT'S LOGO

27.1 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.

28. GOVERNING LAW AND JURISDICTION.

28.1. 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).