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Quotation Number:	15478	Date:	09/08/2021
Job Number:	IN1263	Date:	19/08/2021

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ADDITIONAL:

Payment Terms:
 50% / 40% / 10%
Other: please specify

Penalty Clause Yes / No
 Please specify:

Blue Book Completion:

Signed	<i>[Signature]</i>	Date	30/11/21
Verified	<i>P. Hay</i>	Date	30/11/21

3 - MACHINE SPECIFICATION

Client:	NERC – BGS		
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Ref No.	Product Description	Required
HS2022 (continuous flow)		
20402/1	HS2022 Ref Gas + P Mag	
20402/2	HS2022 Ref Gas + E-Mag	
20402/3	HS2022 Ref Gas + Hd Collector + E-Mag	
20402/4	HS2022 Ref Gas + Hd Collector+E-Mag+Trap Loop	
20501	Hd Collector Assy	***
50101/2	Trapping Loop Assy	
70201-1	70201-1 Analyser spares kit – Included	
EA Units		
10202/11	iso-EArth	
10202/13	iso-EArth+	
10202/14	iso-Earth HT Furnace Upgrade	
10202/15	Iso-Earth (Without Autosampler)	
11802/1	Earth+PC	
11802/2	EArth+Clarity+PC	
70501-1	Consumables for C and N for Combustion Only	
70501-11	Simultaneous CNS Consumables Kit (approx. 10000 analysis)	
70501-3	Sample Prep Kit (Inc.)	
70501-4	GSL Combustion and Gas C & N Start Up Kit	
70501-5	Simultaneous NCS Consumables Kit	
70501-6	C&N Combustion Only Consumables Kit (approx. 5000 samples)	
70501-8	Simultaneous CNS Consumables Kit (approx. 5000 samples)	
70601-1	Sulphur Start Up Kit (Inc. with Sercon EA Systems)	
70601-2	Sulphur Consumables Kit for 1000 Samples	
70601-4	Sulphur Consumables Kit (approx. 5000 Samples)	
70801-2	Pyrolysis Consumables Kit-Low temp for Solids	
71701-1	Sub Microgram Nitrogen Analysis Start Up Kit	
SI2040	PN150 Pneumatic Autosampler with one no.50 pos. carousel	
SI2345	ME Micro Balance	
SI2737/A	Sercon 50 Position Autosampler Assy	
SI2789	Extra 50 Position Carousel	
SI2744	Automatic Liquid Sampler 15 Position	
SI2743	Liquid Sampler Mounting Plate	
Headspace Equilibration		
10202/10	XYZ Gas Sampling Control Box	
10302/1	Aqua System	
11103	µCarbs for CF	
11103-1	µCarbs for DI	
11601	200 Place Dual Heated Block 240 Volt	
11801	Sercon XYZ Gas Autosampler	
71107-1	CF oxygen-18 equilibration kit	
71107-2	DI Oxygen-18 Equilibration kit	
71201-1	CF deuterium equilibration kit	
71201-2	DI Deuterium Equilibration kit	
71801-1	WES-DI start up kit (Inc. with WES-DI)	
GC Units		
10402/2	Orchid module 1500C (Will run Hd 70901-1 C Spares Kit Inc)	
10901	Nitrogen Option (71301-1 N Spares kit Included)	
HP7890/1	Agilent 7890B GC System	
HP7890/2	Agilent 7890B GC with Auto Injector	
HP7890/3	Agilent 7890B GC + Auto Injector + 150 Vial Sample Tray	
SI2561	Nexis GC 2010 Plus	

3 - MACHINE SPECIFICATION

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Ref No.	Product Description	Required
GC Units <i>continued</i>		
SI2564	Nexis GC-2030	
70901-3	GC Pyrolysis H and O Start Up Kit	
70901-4	GC Pyrolysis H Spares Kit	
70901-5	GC Combustion C Spares Kit (approx. 5000 samples)	
70901-6	GC Pyrolysis h Start Up Kit (approx. 5000 samples)	
71301-1	GC N Spares kit	
ABCA2 Units		
10502/1	ABCA2 Sercon XYZ Autosampler	
10602	ABCA2 Gas Box	
20602	Complete Sercon ABCA2 system	
20603	ABCA IR Analyser	
70101-1	ABCA2 spares kit (<i>Inc. With ABCA2</i>)	
70101-2	ABCA2 Spares Kit for AB Analytica Systems	
70101-3	ABCA2 Autosampler Upgrade Kit	
SI1767	CVL505 – Barcode Reader	
SC9973	13C Urea breath test kit for Helicobacter pylori infection	
SC9974	Helicobacter Test kit for children age 3-11 (45mg)	
Integra2 Units		
20802/4	Integra2	
70201-2	Integra2 analyser spares kit - Included	
70401-1	Integra-2 consumables (<i>Inc. With Integra2</i>)	
Trace Gas Systems		
10802/4	CryoPrep	
10802/5	Automated LN refiller	
10802/6	CryoFlex (TOC)	
10802/7	CryoGas	
10802/8	CryoFlex (LA)	
SI2533	Silicon Carbide Vertical Furnace	
SI2731	213nm Laser Ablation System	
SI2733	isoScell 100 sampler chamber	
71001-1	Cryoprep Spares Kit	
71001-5	CryoGas Consumables Kit	
TOC Units		
14001	Thermalox Environmental TOC-IRMS	
14002	Thermalox Environmental TOC-Standalone	
14003	Thermalox Environmental TOC-Standalone No Sampler	
SI2772	CO2 Detector, High sensitivity Option	
SI2773	NOx detector Option	
SI2774	Vacuum pump Option	
SI2775	Stirred Vial rack Option	
72101-1	TOC Start Up Kit	
72101-2	TOC Chem Pack	
72101-3	TOC & TN Instrument with heavy usage - one year	
72101-4	TOC only - economy holding	
GEO 20-22 (dual inlet)		
10702	GEO 20-22 Water Equilibration System (D & 18O)	
21802/1	GEO 20-22	Refurnished Y
21802/2	GEO 20-22 + E-Mag	

3 - MACHINE SPECIFICATION

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21802/3	GEO 20-22 + E-Mag +Hd	
21802/4	GEO 20-22 Inlet	Refurbished Y
70301-1	GEO start up kit - Included	Y
70301-3E	Comprehensive GEO 20-22 spares kit for 5 years operation	

HT-EA

11501/4	HT-EA (With Autosampler)	
11501/5	HT-EA With Liquid Option	
11501/6	HT-EA Stand Alone	
11501/7	HT-EA (Without Autosampler)	
SI2622	CTC PAL3-LSI-L-S	
SI2624	CTC PAL3-Kit-Standalone	
70801-1	Pyrolysis Consumables Kit-High Temp for Solids	
71501-1	HT-EA Pyrolysis Start Up kit O and H	
71501-2	HT-EA Pyrolysis Kit for Water injections	
71501-3	HT-EA Sensitivity Start Up Kit for O & H in small samples	
71501-4	HT-EA Sensitivity Consumables Kit for O & H in small samples	
71501-5	HT-EA Sensitivity Kit for O&H in Small Samples (5000 samples)	
71501-7	HT-EA Kit for Room Temp Equilibration	
71501-8	HT-EA Pyrolysis Kit for Water injections (approx. 1 year kit)	

Ref No.	Product Description	Required
Upgrades		
12101	Evacuation System ***	
12102	2 Ref Gas+ Dilutor Box ***	
20101	Standard Source Assy ***	
20102	HS Source Assy ***	
20301	Standard Collector Assy ***	
30202/1	System Control Upgrade (Pmag) installation not included	Edwards Or Pfeiffer
30202/2	System Controller Upgrade (Emag) installation not included	Edwards Or Pfeiffer
10202/7	Preparation PCB Upgrade	
30202/3	Hijack Box ***	
30302/4	nEXT85 Edwards Pumping System Upgrade Single - installation not included	
30302/5	nEXT85 Edwards Pumping System Upgrade Dual - installation not included	
30302/6	nEXT85 Edwards Pumping System Upgrade Triple- installation not included	
SI2542	ABCA2 Upgrade Kit	
CALLISTOW	Callisto software upgrade ***	

Specials

11702	LC-I interface	
12202	Leco Interface Unit	
SI2320	Agilent 1260 Series Refractive Index Detection HPLC System	
71401-1	ABCA-G Start Up/Spares Kit	
71401-2	ABCA-G Equilibration Spares Kit - Room temp O only	
71401-3	ABCA-G Equilibration Spares Kit - Room Temp O & H	
71601-1	LC Interface Spares Kit	

ADDITIONS

PC	Windows 7 based PC System with Callisto Software	
Printer	Printer	
INST1	Installation and start up training at customer's site by Sercon Engineer	
INST2	Installation and start up training at customer's site by Agents Engineer	
WARR	1 year warranty	
WARR2	2 year warranty	
TRAIN	Training in UK for one person for 3 days	
SCONTRACT	Maintenance Service Contract – 1 year	

3 - MACHINE SPECIFICATION

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SPECIFICATION REQUIREMENTS			
Voltage	230 Volts 50/60Hzs		Y
Plug Type	SI2510	3 Metre USA/Japan plug to IEC C 13	
	SI2511	2.5 Metre Australian plug to IEC C 13	
	SI2512	3 Metre UK 13 amp Fused plug to IEC C 13	Y
	SI2523	3metre Schuko (Euro) Plug to IEC C13 Socket	
	SI2514	2.5 metre Chinese mains to IEC C13	
Pallet	Stamped for export heat treated for 30 min @ 56 °C		Y
	Complies with all Export Requirements		

3 - MACHINE SPECIFICATION

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SPECIAL REQUIREMENTS (DETAILED SPECIFICATION)

Using the GEO from our demo room.

Refurbish replacing any parts necessary. 3off new turbos to be ordered.

The unit will also be configured to run a 20 sample manifold.

The customer would like the ability to upgrade the analyser to Emag, to this end we will include with the instrument the Emag power supply.

All that will be need to upgrade would be the Emad assembly, Hd collector and any associated cables.

Approved by Sales: *Garry Armstrong*

Date: 23/09/2021

Approved by Tech.: *Mark O'Connor*

Date: 23/09/2021

4 - LOG SHEET

Client:	NERC - BGS		
Quotation Number:	15478	Date:	09/08/2021
Job Number:	IN1263	Date:	19/08/2021

Date	Action Taken	By Whom
25/10	UNITS PLACED INTO TEST	PH.
	UNIT PUMPED DOWN OVER NIGHT	
	FINE	
26/10	CHANGE OVER VALVE CONNECTED	PH.
	PUMPED DOWN OVER NIGHT	
	FINE	
27/10	REF GAS CONNECTED - pumped	PH.
	down over night	
	FINE	
02 NOV 21	Set up instrument gases for Ref gas. Cramped the flows filled magnet. Peak shape good After tuning. Background high. Specs ran results good (installed Castrol for Ref gas project). CO ₂ (13C) prec = 0.024‰ CO ₂ (13C) lin = 0.025‰ N ₂ (15N) prec = 0.052‰ N ₂ (15N) lin = 0.206‰ N ₂ intensity improving as background improves.	
04 NOV 21	Buck and source. Seem OK Set up Gas for single sample use. Loose connection on tree. Air connections to HV+LV missing. Filled new.	
05 NOV 21	Leak on LV from bucking pump Replaced + refilled flexi tubes + Orings.	DJA
05 NOV 21	Manually cal'd bellows transducers.	DJA

4 - LOG SHEET

Client:	NERC - BGS		
Quotation Number:	15478	Date:	09/08/2021
Job Number:	IN1263	Date:	19/08/2021

Date	Action Taken	By Whom
05 Nov 21	found air leak on PC2. Reversed top fitting + regreased. Bellows - readjusted switch as slips. Read All OK. Bellows balance works OK. Wm investigating software for bugs. Transducer on inlet cable OK. Cannot read bellows transducer. Set depletion. All OK. Run some single CO ₂ samples results good.	
08 Nov 21	Continued to spec software + run tests. Checked up Method. Possible leak on Ref capillary. Replaced line for new. Re-adjusted depletion. Issues with conn to manifold. Software set up incorrect. Will require investigation from Wm.	DTH
19 Nov 21	Dip switcher incorrect on Manifold PCB. Software not functional for Manifold to operate. PCB can control the valves via direct command.	DTH
11 Nov 21	Various updates to software version 5 to establish working functions. Software function trimmed down by Wayne. Less chance of crashing now when wrong thing clicked.	
12 Nov 21	System software seems OK. Test Manifold Run. Response good after editing.	MH

5 - FAULT REPORTING

Client:	NERC – BGS			
Quotation Number:	15478		Date:	09/08/2021
Job Number:	IN1263		Date:	19/08/2021

[illegible]

6 - TEST / ACCEPTANCE SPECIFICATION

Customer:	NERC – BGS		
Quotation Number:	15478	Date:	09/08/2021
Job Number:	IN1263	Date:	19/08/2021

HT-EA			
Pyrolysis (n=5)			
¹⁸ O	100 µg O or 1 µl water	0.3	
² H	200 µg H or 1 µl water	1.0	

Aqua, µCarbs & GasBox					
Equilibrations (n=5)					
¹⁸ O	0.2 ml water	0.1			
² H	0.2 ml water	2.0			
Carbonates (n=5)					
¹³ C	100 µg CaCO ₃	0.08			
¹⁸ O	100 µg CaCO ₃	0.1			
Gas Analysis (n=5)					
¹³ C	5% CO ₂	0.1		Air CO ₂	0.1
¹⁸ O	5% CO ₂	0.1		Air CO ₂	0.2
² H	0.5 ml H ₂	1.5			
¹⁵ N	0.5 ml N ₂	0.1		100 ppm N ₂ O	0.5
¹³ C	Breath (12 ml)	0.1			
DIC (n=5)					
¹³ C	15ppm (0.5ml)	0.15			

LC-I			
(n=5)			
¹³ C		0.2	

6 - TEST / ACCEPTANCE SPECIFICATION

Customer:	NERC – BGS		
Quotation Number:	15478	Date:	09/08/2021
Job Number:	IN1263	Date:	19/08/2021

HS20-22

Reference Gas Precision (n=5)

¹³ C	(CO ₂)	0.06	
¹⁵ N		0.06	
¹⁸ O	(CO ₂)	0.06	
³⁴ S	(SO ₂)	0.1	
² H		0.4	

Reference Gas Linearity

¹³ C	≤0.02‰/nA	
¹⁵ N	≤0.02‰/nA	

IsoEarth & IsoEarth+

Combustion (n=5)

¹³ C	100 µg C	0.1		10 µg C	0.8	
¹⁵ N	100 µg N	0.15		10 µg N	1.5	
³⁴ S	25 µg S	0.3		10 µg S	1.0	
Dual	400 µg C	0.1		100 µg N	0.15	

Integra2

¹³ C	100 µg C	0.2	
¹⁵ N	100 µg N	0.3	
Dual	100 µg N & 400 µg C	0.4 & 0.15	
³⁴ S	30 µg S	0.5	
¹⁸ O	100 µg O	0.5	

6 - TEST / ACCEPTANCE SPECIFICATION

Customer:	NERC – BGS		
Quotation Number:	15478	Date:	09/08/2021
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Geo2			
Internal precision (no change overs)			
² H	200 Bar µl	0.15	
¹³ C	100 Bar µl	0.01	0.003 %
¹⁵ N	100 Bar µl	0.01	
¹⁸ O	100 Bar µl	0.015	(CO ₂) ¹⁸ O 0.015 %
³⁴ S	100 Bar µl	0.015	
Single cold finger volumes (10 change overs)			
¹³ C	20 Bar µl	0.01	0.003 %
¹⁸ O	20 Bar µl	0.015	
¹³ C	3 Bar µl	0.02	
¹⁸ O	3 Bar µl	0.03	
CAPS (n=5)			
¹³ C	50 µg CaCO ₃	0.03	
¹⁸ O	50 µg CaCO ₃	0.06	
WES (n=5)			
² H		1.0	
¹⁸ O		0.05	
Manifold (10 tubes)			
² H		0.5	
¹³ C		0.02	
¹⁵ N		0.02	
¹⁸ O		0.03	
³⁴ S		0.03	

6 - TEST / ACCEPTANCE SPECIFICATION

Customer:	NERC – BGS		
Quotation Number:	15478	Date:	09/08/2021
Job Number:	IN1263	Date:	19/08/2021

GC Orchid							
Combustion (n=3 for each analyte)							
¹³ C	3 Alkanes	100 ng C	0.2		10 ng C	0.5	
¹⁵ N	2 Amines	100 ng N	0.5		14 ng N	1.5	
Pyrolysis (n=3 for each analyte)							
² H	3 Alkanes	250 ng H	3.0		25 ng H	10.0	
¹⁸ O	3 FAMES	100 ng O	0.5		20 ng O	2.0	
Water pyrolysis (n=5)							
² H	0.1 µl water	3.0					
¹⁸ O	0.1 µl water	0.4					

CryoRange							
(n=5)							
¹³ C	Air CO ₂ (12ml)	0.1		Air CH ₄ (125ml)	0.2		
¹⁵ N	Air N ₂ (1ml)	0.1		Air N ₂ O (125ml)	0.4		
¹⁸ O	Air CO ₂ (12ml)	0.15		Air N ₂ O (125ml)	0.7		
¹⁸ O	Air O ₂ (1ml)	0.1					
² H	Air CH ₄	3.0					
¹³ C	TOC (5ppm)	0.4					
¹³ C	Laser						



Sercon Ltd, Unit 3B Crewe Trade Park, Gateway
Crewe, Cheshire CW1 6JT, UK
Tel: +44 (0)1270 580008 Fax: +44 (0)1270 252310
Company Registration No. 4290072 Vat No. 771 1100 74

Test acceptance - 6

6 - TEST / ACCEPTANCE SPECIFICATION

Customer:	NERC - BGS		
Quotation Number:	15478	Date:	09/08/2021
Job Number:	IN1263	Date:	19/08/2021

Special tests	

Sales Signature: <i>G. Comer</i>	Date: <i>19/8/21</i>
Test Signature: <i>S. Mas</i>	Date: <i>19/8/21</i>

7: ASSEMBLY AND TEST RECORD

Client:	NERC – BGS		
Quotation Number:	15478	Date:	09/08/2021
Job Number:	IN1263	Date:	19/08/2021

PRODUCT:

GFO MS2022 REFURB

SERIAL NUMBER:

21802/1-2021/1263 R

 ASSEMBLED:
 (Name)

[Signature] (REFURB)

Date:

21 Oct

 PRE-TEST
 INSPECTION:
 (Production name)

[Signature]

Date:

21 Oct

 PRE-TEST
 INSPECTION:
 (Test name)

D. HARRIS

Date:

03 Nov 21

 SYSTEM TEST:
 (Name)

D. HARRIS

Date:

03 Nov 21

 PRE-DESPATCH
 INSPECTION:
 (Name)

 [Signature] [Signature] [Signature]
 D. HARRIS

Date:

 17.11.21
 [Signature]

P.A.T. Test results

 In compliance with Low Voltage directive 73/23/EEC
 To Low Voltage standard EN61010 – 1:1993

Earth Continuity

Ω

Insulation

MΩ

Earth Leakage Current

mA. @

kVA.

Tested by:

Date:

ALREADY P.A.T.

TESTED

STILL IN DATE

PH

Date: 10/11/2021
Time: 13:05:47

Sercon Limited

Page: 1

Batch Picking List

Works Order Number WO01372
BOM Reference 21802/1
BOM Description GEO 2
Qty Required 1.000
Qty Outstanding 1.000
Manuf.Instructions
Works Order Notes

Sales Order No. Quantity DueDate

Drawings

<u>Reference/Description</u>	<u>Valid From</u>	<u>Valid To</u>	<u>Revision Number</u>	<u>Date</u>
------------------------------	-------------------	-----------------	------------------------	-------------

Required By

<u>Works Order No.</u>	<u>BOM Reference</u>	<u>Quantity</u>
------------------------	----------------------	-----------------

Seq	Product Code	Qty Required	Qty Allocated	Qty Issued	To Issue	Bin Location/UOM
1.00	20102 HS Source Assy	1.000	0.000	1.000	1.000	MARKS OFFICE Each
20.00	SI2519 nEXT85 Turbomolecular Pump	2.000	0.000	2.000	2.000	Each
10.00	SI2520 AXC85 Air Cooler	2.000	0.000	2.000	2.000	Each
10.00	SI2521 N/O TAV5 vent valve	2.000	0.000	2.000	2.000	Each
10.00	SI2522 Accessory "Y" adaptor	2.000	0.000	2.000	2.000	Each

7: ASSEMBLY AND TEST RECORD

Client:	NERC – BGS		
Quotation Number:	15478	Date:	09/08/2021
Job Number:	IN1263	Date:	19/08/2021

PRODUCT:

GEO HS2022 INLET

SERIAL NUMBER:

21802/4-2021/1263/R

 ASSEMBLED:
 (Name)



Date:

13 oct

 PRE-TEST
 INSPECTION:
 (Production name)



Date:

13 oct

 PRE-TEST
 INSPECTION:
 (Test name)

D. HARRIS

Date:

03 Nov 21

 SYSTEM TEST:
 (Name)

D. HARRIS

Date:

03 Nov 21

 PRE-DESPATCH
 INSPECTION:
 (Name)

 D. HARRIS 

Date:

07.11.21

P.A.T. Test results

 In compliance with Low Voltage directive 73/23/EEC
 To Low Voltage standard EN61010 – 1:1993

Earth Continuity

0.082

Ω

Insulation

7300

MΩ

Earth Leakage Current

0.70

mA. @

0.05

kVA.

Tested by:



Date:

18/10/21

Time: 13:06:03

Sercon Limited

Page: 1

Batch Picking List

Works Order Number	WO01373
BOM Reference	21802/4
BOM Description	GEO 20-22 Inlet
Qty Required	1.000
Qty Outstanding	1.000
Manuf.Instructions	
Works Order Notes	

Sales Order No.

Quantity DueDate

Drawings

<u>Reference/Description</u>	<u>Valid From</u>	<u>ValidTo</u>	<u>Revision Number</u>	<u>Date</u>
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Required By

<u>Works Order No.</u>	<u>BOM Reference</u>	<u>Quantity</u>
------------------------	----------------------	-----------------

Seq	Product Code	Qty Required	Qty Allocated	Qty Issued	To Issue	Bin Location/UOM
510.00	SI2519 nEXT85 Turbomolecular Pump	1.000	0.000	1.000	1.000	Each
520.00	SI2520 AXC85 Air Cooler	1.000	0.000	1.000	1.000	Each
530.00	SI2521 N/O TAV5 vent valve	1.000	0.000	1.000	1.000	Each
540.00	SI2522 Accessory "Y" adaptor	1.000	0.000	1.000	1.000	Each

8 - Serial Numbers Record Document

Client:	NERC – BGS		
Quotation Number:	15478	Date:	09/08/2021
Job Number:	IN1263	Date:	19/08/2021

Units	S/N
MS/ABCA	—
Integra 2	—
Prep Unit 1	—
Prep Unit 2/Misc	—
Electronics Upgrade	—
CETAC	—
Gas Box	—
Autosampler	—
BCR	—
Dual Heater Block	—

Pump Kit and Optics	S/N
Turbo pump S	210647019
Turbo pump A	2106217718
Rotary Pump	996388554 / 006497793 / 21527999
Voltage	110 / 240
Gauge S	986003090
Gauge A	09E48173002
Source	20101-184
Collector 1	—
Collector 2	—
Magnet	—

Parts	S/N
Fan PSU	—
24V PSU	—

Additional System Info:

Deut Inlet 210394965

PCBs	S/N
Electronics Box	20070001
Prep PCB	20130002 / 20091002
VFC PCB	—
Watchdog PCB	—
Head Amp PCB 1	—
Head Amp PCB 2	—
Electromagnet RP	—

Furnaces	S/N
Combustion	—
Reduction	—
HT-EA	—
GC Oven	—
Furnace 1	—
Furnace 2	—

PC	S/N
PC	6T5FKHE
Monitor	CN-ONHOMO-qd00-
Printer	—

Key

Pumps:	E: Edwards P: Pfeiffer
Furnaces:	V/S: Vecstar E: Elite
Magnet:	E: Electromagnet S: Standard
Turbos & Gauges:	S: Source A: Analyser
Collectors:	Std: Standard S: Sulphur HD: Hydrogen Deuterium

Certificate Of Conformance

CUSTOMER ORDER NO.
21245

SELLER ORDER NO.
1316073

SHIP DATE
01.MAR.2021

PACKING LIST NO.
81602381

CERTIFICATE NO.
81602381

SHIP TO

SERCON LIMITED
UNIT 3B CREWE TRADE PARK, GATEWAY
CREWE CW1 6JT
United Kingdom
Phone: 01270580008

Druck Limited

Fir Tree Lane, Groby
Leicester LE6 0FH United Kingdom
Phone: +44(0)1162317106

ITEM NO.	QTY.	U/M	DESCRIPTION
			<u>CERTIFICATE OF CONFORMANCE</u> Products supplied have been manufactured under a Quality System that is compliant with AS9100:2016 and ISO9001:2015. Certified that the whole of the supplies detailed here on have been inspected, tested and unless otherwise stated above, conform in all respects to the requirements of the contract or purchase order. Deviations (e.g. major concessions or production permits): None, unless specified below Signed:   Date:  Position: <u>QA INSPECTOR</u>  For and on behalf of Druck Limited / Quality Assurance 质量部
1000	2	EA	UNIK5000 Pressure Sensing Platform Serial Nos: (5674852, 5674853) Reference Order: 1316073 / 001000 Customer PO Number: 21245

DELIVERY NOTE

Date: 17/11/2021

Order Reference: 4060263399

Shipper / Exporter / Manufacturer:

Sercon Limited
Unit 3B Crewe Trade Park
Gateway
Crewe
CW1 6JT
UK

Contact: Joanne OConnor
Tel: +44 (0) 1270 580008
Reference: 15478 IN1263
Air Waybill no.:

Country of Export: GB
Country of Manufacturer: GB
Country of Destination: GB United Kingdom

Recipient:

NERC - BGS Keyworth
British Geological Survey
Kingsley Dunham Centre
Keyworth
Nottingham
NG12 5GG

Contact: Dr Jack Lacey
Tel: 0115 936 3401

Shipping Marks / Notes:
Hand Delivered

Quantity	Product Code	Product Description	Commodity Code
1	21802/1	A refurbished and customised carbonate IRMS analysis system Designed for the specific interfacing of the existing onsite sample preparation line via a 20 position manifold. GEO HS2022 Refurbished Dual inlet and continuous flow IRMS system for light isotopes m/z 28 to 66 amu. Includes high sensitivity source and permanent magnet. Vacuum system including turbo and rotary pumps Automatic dual inlet module with sample and reference bellows, pressure transducer and changeover valve GEO HS2022 start up consumables kit includes tubing, gold rings, kel-f seat, inlet diaphragm, disc spring and screws Windows based data system and printer.	
1	21802/4	GEO HS2022 Inlet Refurbished and customised Dual inlet including reference and sample bellows and pumping system, to upgrade CF IRMS to DI. GEO HS2022 start up consumables kit includes tubing, gold rings, kel-f seat, inlet diaphragm, disc spring and screws Custom20 position manifold to interface to existing sample prep line	
1	INST	Installation and start up training at Customer's site	
1	WARR	3 year warranty	
1	DDP	Delivered Duty Paid Special Payment Terms 100% payment on customer site specification performance acceptance test sign-off	

None of the goods contained in this consignment
are restricted by IATA or shipping regulations

Claims for damage or shortages must be made within 3 days

Signed Joanne OConnor

Order Date 23/08/2021
Order Ref. 15478
Cust. Ref. 4060263399
Account Ref. NAT004

Order Acknowledgement

Invoice address

NERC - Natural Environment Research Council
C/O UK Shared Business Services Ltd
Polaris House
North Star Avenue
Swindon
SN2 1UH

VAT No. 287461957

Delivery address

NERC - BGS Keyworth
British Geological Survey
Kingsley Dunham Centre
Keyworth
Nottingham
NG12 5GG

Contact: Dr Jack Lacey
Tel: 0115 936 3401

Quantity Ordered	Product Code	Product Description	Unit Price £	Net Price £
A refurbished and customised carbonate IRMS analysis system Designed for the specific interfacing of the existing onsite sample preparation line via a 20 position manifold.				
1	21802/1	GEO HS2022 Refurbished Dual inlet and continuous flow IRMS system for light isotopes m/z 28 to 66 amu. Includes high sensitivity source and permanent magnet. Vacuum system including turbo and rotary pumps Automatic dual inlet module with sample and reference bellows, pressure transducer and changeover valve GEO HS2022 start up consumables kit includes tubing, gold rings, kel-f seat, inlet diaphragm, disc spring and screws Windows based data system and printer.	40,000.00	40,000.00
1	21802/4	GEO HS2022 Inlet Refurbished and customised Dual inlet including reference and sample bellows and pumping system, to upgrade CF IRMS to DI. GEO HS2022 start up consumables kit includes tubing, gold rings, kel-f seat, inlet diaphragm, disc spring and screws Custom20 position manifold to interface to existing sample prep line	40,000.00	40,000.00
1	INST	Installation and start up training at Customer's site	3,000.00	3,000.00
1	WARR	3 year warranty	330.00	330.00
1	DDP	Delivered Duty Paid	0.00	0.00

Special Payment Terms

100% payment on customer site specification
performance acceptance test sign-off

Total Net Amount £ 83,330.00
Total VAT Amount £ 16666.00
Order Total £ 99,996.00

Quotation

To: NERC - Natural Environment Research Council
C/O UK Shared Business Services Ltd
Polaris House
North Star Avenue
Swindon
SN2 1UH

VAT Reg No: GB 287461957

Quotation Date: 09/08/2021
Quotation Reference: 15478
Customer Ref:
Account Ref. NAT004
Quotation Validity: 09/11/2021

Quantity	Product Code	Product Description	Unit Price £	Net Price £
		A refurbished and customised carbonate IRMS Designed for the specific interfacing of the existing onsite sample preparation line via a 20 position manifold.		
1	21802/1	GEO HS2022 Refurbished Dual inlet and continuous flow IRMS system for light isotopes m/z 28 to 66 amu. Includes high sensitivity source and permanent magnet. Vacuum system including turbo and rotary pumps Automatic dual inlet module with sample and reference bellows, pressure transducer and changeover valve GEO HS2022 start up consumables kit includes tubing, gold rings, kel-f seat, inlet diaphragm, disc spring and screws Windows based data system and printer.	40,000.00	40,000.00
1	21802/4	GEO HS2022 Inlet Refurbished and customised Dual inlet including reference and sample bellows and pumping system, to upgrade CF IRMS to DI. GEO HS2022 start up consumables kit includes tubing, gold rings, kel-f seat, inlet diaphragm, disc spring and screws Custom20 position manifold to interface to existing sample prep line	40,000.00	40,000.00
1	INST	Installation and start up training at Customer's site	3,000.00	3,000.00
1	WARR	3 year warranty	330.00	330.00
1	DEL	Delivery to Site		
		Special Payment Terms 100% payment on customer site specification		

Quotation

To: NERC - Natural Environment Research Council
C/O UK Shared Business Services Ltd
Polaris House
North Star Avenue
Swindon
SN2 1UH

VAT Reg No: GB 287461957

Quotation Date: 09/08/2021
Quotation Reference: 15478
Customer Ref:
Account Ref. NAT004
Quotation Validity: 09/11/2021

Quantity	Product Code	Product Description	Unit Price £	Net Price £
		performance acceptance test sign-off		

* The price quoted does not include any local taxes or duties
See separate document for terms and conditions

Delivery: within 90 days of receipt of order

This quotation is issued in Pound Sterling

Total Net Amount	£	83,330.00
Total VAT Amount	£	16,666.00
Order Total	£	99,996.00

Payment Details:-
50% with order, 40% on delivery and 10% on installation
Payment is required within 30 DAYS of invoice date by bank transfer.
All bank transfer charges are the responsibility of the customer.

Sercon Bank Details:-
National Westminster Bank, 36 High Street,
Nantwich, Cheshire CW5 5GA U.K.

IBAN: GB74NWBK54101736755133
SWIFT/BIC: NWBKGB2LXXX

11 – Installation Report

Client:	NERC – BGS		
Quotation Number:	15478	Date:	09/08/2021
Job Number:	IN1263	Date:	19/08/2021

Contact:	Jack Lacey		
Date of Visit:	17 th – 19 th November 2021	No. of Days:	3
Engineer:	David Harris		

Details of visit:

Setup and install of 20-22, Geo Dual Inlet with Manifold.

Arrived on site and moved instrument from van. No damage seen. System in good condition.

Set up instrumentation on desktop – All OK

Setup PC, Comms established with no issues. All OK.

Assisted customer with fitting of air line. T-ed off with 3mm tubing to connect to instruments.

Customer extending backline plumbing to enable He carrier and CO₂ ref gas can be fitted to 20-22.

Fitted pumps and began pump down of 20-22 & Geo. All OK. Good Vac achieved over night 2.4e-08mBar on 20-22, HV= 2.4e-03, LV=4.4e-02.

Filament pre-conditioned. Switched on HT& Trap with no issues. All tuning parameters respond OK.

Background good after overnight pumping – All OK

Ran checks on CO₂ Ref Gas via 20-22.

CO₂ 2/1 Peak Shape = OK

CO₂ 2/1 Stability = OK

CO₂ 3/1 Peak Shape = OK

CO₂ 3/1 Stability = OK

CO₂ Ref Gas ¹³C Precision = 0.017% S.D.

CO₂ Ref Gas ¹³C Linearity = 0.033% S.D.

CO₂ Ref Gas ¹⁸O Precision = 0.047% S.D.

CO₂ Ref Gas ¹⁸O Linearity = 0.218% S.D.

Checked all Geo & COV valves. All respond OK. No leaks seen during install on Geo.

Transducers respond and inlet calibrated – OK

Test Manifold comms – All OK.

Checked manifold valves. All respond OK. No leaks on valves seen.

Leak found on connecting pipe between Manifold and Geo inlet. Re-seated part. All OK.

Leak found on sample capillary line. Re-seated, all OK.

Geo and Manifold pump down with no issues. All OK

COV responds OK.

Background good coming from Geo. No N₂ detected with all valves open (indicated no leak in from atmosphere). All OK.

Bellows respond OK. Bellows balance OK with Ref Gas.

Depletion OK @ 16.7% over 10 min (100mBar in coldfinger). Could be lowered slightly if required.

Sensitivity good.

11 – Installation Report

Client:	NERC – BGS		
Quotation Number:	15478	Date:	09/08/2021
Job Number:	IN1263	Date:	19/08/2021

Ran single sample tests @ 100mBar

Ref Side only CO₂ sample (COV disabled)

¹³C Std Error =0.005

¹⁸O Std Error = 0.008

Sam Side only CO₂ sample (COV disabled)

¹³C Std Error =0.009

¹⁸O Std Error = 0.016

COV active CO₂ sample

¹³C Std Error =0.005

¹⁸O Std Error = 0.026

Ran sample from Manifold Test @100mBar

MANIFOLD - COV active CO₂ sample

¹³C Std Error =0.006

¹⁸O Std Error = 0.051

Macros sequence ran for Manifold batch with no issues. Customer may require at edit Macros sequence as required. Advised customer on how to do this.

Explained shut down procedure to customer. Explain conditioning filaments to customer.

Handed instrument over to customer for further testing.

Customer to set up carbonate samples and test manifold batch runs for data analysis.

Recommendations:

Possible to install cold finger pump for freeze back of small samples.

Faults and Shortages:

N/A

11 – Installation Report

Client:	NERC – BGS		
Quotation Number:	15478	Date:	09/08/2021
Job Number:	IN1263	Date:	19/08/2021

Follow up:

Handed instrument over to customer for further testing.
Customer to set up carbonate samples and test manifold batch runs for data analysis.

Engineer: David Harris

Date: 19 Nov 2021

Signed:



12 – Installation Acceptance and Warranty Certificate

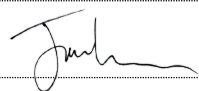
Client:	NERC – BGS		
Quotation Number:	15478	Date:	09/08/2021
Job Number:	IN1263	Date:	19/08/2021

Contact:	Jack Lacey
System:	20-22, Geo Dual Inlet & Manifold
Software:	Geo v30.0.20
Engineer:	David Harris
Installation Date:	19 th November 2021

Warranty commences:	19 th November 2021
Warranty Expires:	20 th November 2024

Customer Acceptance:

Name: Jack Lacey

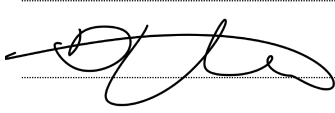
Signature: 

Date: 19/11/2021

Engineer's Signature:

On behalf of Sercon Limited

Name: David Harris

Signature: 

Date: 19th November 2021

Notes:

Conditioned 12.10.21 15:30 (local)
Flight tube baked out 14.10.21 10:30 (local)



Source Pre-Test Certificate

Serial Number

20101-184

Source Parameters

	<u>N2</u>	<u>CO2</u>
HT	3721	2394
HP	zero	zero
Focus	97	88
Trap	600	150
eV	-86	-85
IR	-4.0	5.0
Emission	1458	435
Vacuum	1.2 e-06 mbar	2.0 e-06 mbar

Performance Evaluation

	<u>N2</u>	<u>CO2</u>
Peak Shape	☒	☒
Stability	☒	☒
Ref Gas Precision	0.02	0.03
Ref Gas Linearity	0.17	0.07
Sensitivity	1.65 e-08 (28)	1.54 e-08 (44)

Pre-Test Sign Off

Ensure all boxes are filled in, and document is signed and Dated.

Name:

Robert Kameny

Signature:

Date:

15.10.2021



Order	4060263399
Order Date	19-AUG-2021
Revision	0
Revision Date	
Payment Terms	As per terms and conditions

Supplier: **Sercon Ltd**
Unit 3B Crewe Trade Park
Gateway
Crewe
CW1 6JT
United Kingdom
 Tel: **01270 580 008**
 Fax:

Invoices not quoting the PO number and the ship to details will be returned unpaid.

For all purchase order queries, please contact
 P2PAdmin@uksbs.co.uk
 For all invoicing queries, please contact finance@uksbs.co.uk

Ship to: **NERC - BGS Keyworth**
British Geological Survey
Kingsley Dunham Centre
Keyworth
Nottingham
United Kingdom
NG12 5GG

Invoice to: **UKRI**
C/O UK Shared Business Services Ltd
Polaris House
North Star Avenue
Swindon
United Kingdom
SN2 1UH

NOTES TO SUPPLIER:

Delivery DDP: EIGL 1. Room 036 British Geological Survey Nicker Hill Keyworth Nottingham NG12 5GG.

Complete with:

3-year warranty (parts and labour);

Start-up Spares kit (70301-1 GEO 20-22 value £1,029);

On-site training, Operating information and service manuals; and

System control/data handling software upgrades for instrument life

Collection and disposal EFOC of old 1993 Optima option (email 9/Aug/2021 refers.

100% on Acceptance: Refurbished ex-demo Stable Isotope Ratio Mass Spectrometer (2180/1) with continuous flow dual inlet manifold (21802/4) & collectors, complete with spares kit GEO 20-22 (70301-1), training on-site and 3-year warranty. Spares kit includes tubing, gold rings, kel-f seat, inlet diaphragm, disc spring and screws.

Windows based data system and printer with Instrument Control software upgrades for the life of the instrument 10yrs.

Line	Part Number/Description	Delivery Date	Quantity	UOM	Unit Price (GBP)	Tax	Net Amount (GBP)
1	GEO HS2022 Refurb (21802/1): Dual inlet continuous flow IRMS system. Incl high sensitivity source, permanent magnet. Vacuum system incl turbo and rotary pumps. Automatic dual inlet module with sample, reference bellows pressure transducer and	24-DEC-2021		Each			40,000.00
2	GEO HS2022 Inlet Refurbished (21802/4): Customised dual inlet incl reference sample bellows and pumping system, to upgrade CF IRMS to DI. GEO HS2022 Spares startup kit. Custom 20 position manifold to interface to existing sample prep line.	24-DEC-2021		Each			40,000.00

Commercial In Confidence

VAT Registration Number GB 287 461 957

NERC - Natural Environment Research Council

NERC is part of UK Research and Innovation, a non-departmental public body funded by a grant-in aid from the UK Government. More Information can be found at www.ukri.org

Line	Part Number/Description	Delivery Date	Quantity	UOM	Unit Price (GBP)	Tax	Net Amount (GBP)
3	Installation and start up training at Customer's site	24-DEC-2021		Each			3,000.00
4	3-year warranty	24-DEC-2021		Each			330.00

Total 16,666.00 83,330.00
Grand Total 99,996.00

The term and conditions relating to this purchase are provided in the Contract, which matches the Contract number cited in the narrative to this Purchase Order and are specific to this Contract. Where the Contract number is not so cited, then our standard terms and conditions will apply which are available at :- <https://www.uksbs.co.uk/services/procure/Documents/UKRIPOTCs.pdf>

Commercial In Confidence

VAT Registration Number GB 287 461 957

NERC - Natural Environment Research Council

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NERC is part of UK Research and Innovation, a non-departmental public body funded by a grant-in aid from the UK Government. More Information can be found at www.ukri.org



Goods & Services Contract (Low Value) v1.1

UKRI – 1630

Refurbished EX-Demo GEO HS2022 Stable Isotope Ratio Mass Spectrometer - with dual inlet system and collectors (IRMS)



Sercon Limited
Unit 3B Crewe Trade Park
Gateway, Crewe
CW1 6JT, UK

Attn: Garry Armstrong

By email to: garry.armstrong@sercongroup.com

Date: 12/08/2021

Your ref: 15478_NAT004

Our ref: UKRI - 1630

Dear Sirs,

Award of contract for the supply of Refurbished GEO HS2022 + inlet manifold

Following your proposal for the supply of a refurbished ex-demo Stable Isotope Ratio Mass Spectrometer (2180/1) with continuous flow dual inlet manifold system (21802/4) and collectors, complete with spares kit GEO 20-22 (70301-1), start-up training on-site and 3-years warranty to UKRI, we are pleased to award this contract to you.

This letter (Award Letter) and its Schedule(s) set out the terms of the Contract between:

- (1) **United Kingdom Research and Innovation**, a statutory corporation whose registered office is at Polaris House, North Star Avenue, Swindon, England, SN2 1FL ("**UKRI**"); and
- (2) Sercon Limited, a company incorporated and registered in England and Wales with company number 4290072 and registered VAT number 771110074 whose registered office is at Unit 3B Crewe Trade Park Gateway, Crewe, Cheshire, CW1 6JT, UK (the "**Supplier**").

Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in **Error! Reference source not found.** to this Award Letter (the "**Conditions**"). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by UKRI and may delay conclusion of the Contract.

For the purposes of the Contract, UKRI and the Supplier agree as follows:

Term

- 1 Commencement Date: 16/08/2021
- 2 Expiry Date: 01/01/2022

Description of Goods and/or Services

- 3 The Specification of the Goods and/or Services to be delivered is as set out in the Supplier's quotation dated 9/Aug/2021. Namely refurbished ex-demo Stable Isotope Ratio Mass Spectrometer (2180/1) with continuous flow dual inlet manifold system

(21802/4) and collectors, complete with spares kit GEO 20-22 (70301-1), start-up training on-site and 3-years warranty

- 4 The Services shall be performed at EIGL1-036, British Geological, Keyworth, Nottingham, NG12 5GG.
- 5 The Goods shall be Delivered in accordance with the following instructions:

Delivery Address EIGL1-036, British Geological, Keyworth, Nottingham, NG12 5GG.

Date of Delivery - 120 days from order receipt.

Charges & Payment

- 6 The Charges for the Goods and/or Services shall be as set out in the Supplier's quotation dated 9/Aug/2022]. Namely:

Detail of pricing Breakdown	Price (EX VAT)
GEO HS2022 Refurbished (21802/1) Dual inlet and continuous flow IRMS system for light isotopes m/z 28 to 66 amu. Includes high sensitivity source and permanent magnet. Vacuum system including turbo and rotary pumps. Automatic dual inlet module with sample and reference bellows, pressure transducer and changeover valve. GEO HS2022 start up consumables kit includes tubing, gold rings, kel-f seat, inlet diaphragm, disc spring and screws. Windows based data system and printer with Instrument Control software upgrades for the life of the instrument 10yrs.	£40,000.00
GEO HS2022 Inlet Refurbished (21802/4) Customised dual inlet including reference and sample bellows and pumping system, to upgrade CF IRMS to DI. GEO HS2022 start up consumables kit includes tubing, gold rings, kel-f seat, inlet diaphragm, disc spring and screws. Custom 20 position manifold to interface to existing sample prep line.	£40,000.00
70301-1 GEO 20-22 spares kit	£ included in instrumentation package
Installation and start up training at Customer's site	£3,000.00
3-year warranty	£330.00
Delivered Duty Paid, to installation site location BGS, Keyworth, NG12 5GG	£0.00
Total	£83,330.00

- 7 All invoices should be sent, quoting a valid purchase order number (PO Number) provided by UKRI, to: K Research and Innovation c/o UK SBS Ltd, Polaris House, North Star Avenue, Swindon, SN2 1FF.
- 8 To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your UKRI contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment, please contact our Accounts Payable section either by email to finance@uksbs.co.uk or by telephone 01793 867000 between 09:00-17:00 Monday to Friday.

Supplier's Limit of Liability

- 9 The Limit of Liability of the Supplier under this Contract shall be: 125% of the total Charges paid and payable to the Supplier under this Contract.

Notices

10 The address for notices of the Parties are:

UKRI

Polaris House, North Star Avenue,
Swindon, England, SN2 1FL

Attention: Dr Jack Lacey, British
Geological Survey, Keyworth, NG12
5GG

Email: commercial@ukri.org

Supplier

Sercon Limited
Unit 3B Crewe Trade Park

Gateway, Crewe, Cheshire
CW1 6JT

Attention: Mr Garry Armstrong

Email:

garry.armstrong@sercongroup.com

Liaison

11 For general liaison your contact will continue to be Dr Jack Lacey (jackl@bgs.ac.uk; 0115 936 3401) or, in their absence, Professor Melanie Leng (mjl@bgs.ac.uk; 0115 936 3515).

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful supply of the Goods and/or Services. Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter to Helen Forsythe Procurement Manager (UKRI – BGS; hforsy@bgs.ac.uk) at the above address. No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.

Yours faithfully,

Signed for and on behalf of **United Kingdom Research and Innovation**

Signature:



Name:

Kate Richardson

Position:

Commercial Business Partner

Date:

12 August 2021

We accept the terms set out in this Award Letter and the Schedule(s).

Signed for and on behalf of **Sercon Limited**

Signature:



Name:

G.Armstrong

Position:

Director

Date:

12/Aug/2021

Schedule 1

Terms and Conditions of Contract for Goods and/or Services

1 INTERPRETATION

1.1 In these terms and conditions:

- "Award Letter" means the letter from UKRI to the Supplier printed above these terms and conditions;
- "Central Government Body" means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:
- (a) Government Department;
 - (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
 - (c) Non-Ministerial Department; or
 - (d) Executive Agency;
- "Charges" means the charges for the Goods and/or Services as specified in the Award Letter;
- "Commencement Date" means the date for the start of the Contract as set out in the Award Letter;
- "Confidential Information" means:
- (a) all confidential information and data which is acquired from or made available (directly or indirectly) by the Disclosing Party or the Disclosing Party's representatives however conveyed or presented, including but not limited to any information or document relating to the Disclosing Party's business, affairs, operations, budgets, policies, processes, initiatives, plans, product information, pricing information, technical or commercial know-how, trade secrets, specifications, strategies, inventions, designs, software, market opportunities, personnel, customers or suppliers (whether relating to this Contract or otherwise) either orally, in writing, or in whatever form obtained or maintained;
 - (b) any information or analysis derived from the Confidential Information;
 - (c) anything marked as confidential and any other information notified by or on behalf of the Disclosing Party to the Receiving Party as being confidential;
 - (d) the existence and terms of this Contract and of any subsequent agreement entered into in relation to this Contract;
 - (e) the fact that discussions and negotiations are taking place concerning this Contract and the status of those discussions and negotiations; and
 - (f) any copy of any of the information described in (a), (b), (c), (d) or (e) above, which shall be deemed to become Confidential Information when it is made. For the purposes of this definition, a copy shall include, without limitation, any notes or recordings of the information described in (a), (b), (c), (d) or (e) above (howsoever made);

"Contract"	means the contract between (i) UKRI and (ii) the Supplier constituted by the Supplier's countersignature of the Award Letter and includes the Award Letter and Schedules;
"Data Protection Legislation"	means, for the periods for which they are in force, all laws giving effect or purporting to give effect to the GDPR, the Data Protection Act 2018, or otherwise relating to data protection, including the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner, in each case as amended or substituted from time to time;
"Data Subject"	shall have the same meaning as in the Data Protection Legislation;
"Date of Delivery"	means that date by which the Goods must be Delivered to UKRI, as specified in the Award Letter.
"Deliver"	means hand over the Goods to UKRI at the address and on the date specified in the Award Letter, which shall include unloading and any other specific arrangements agreed in accordance with Clause 6. Delivered and Delivery shall be construed accordingly.
"Disclosing Party"	means a Party that makes a disclosure of Confidential Information to another Party;
"EIR"	means the Environmental Information Regulations 2004 (or if applicable the Environmental Information Regulations (Scotland) 2004);
"Expiry Date"	means the date for expiry of the Contract as set out in the Award Letter;
"FOIA"	means the Freedom of Information Act 2000 (or if applicable the Freedom of Information (Scotland) Act 2002);
"GDPR"	means: (a) the General Data Protection Regulations (Regulation (EU) 2016/679); or (b) any equivalent legislation amending or replacing the General Data Protection Regulations (Regulation (EU) 2016/679);
"Good Industry Practice"	means all relevant practices and professional standards that would be expected of a well-managed, expert service provider performing services substantially similar to the Services or substantially similar to the Goods provided to customers of a substantially similar size and nature as UKRI;
"Goods"	means the goods to be supplied by the Supplier to UKRI under the Contract;
"Information"	has the meaning given under section 84 of the FOIA;
"Intellectual Property Rights"	means: (a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and other rights in Confidential Information;

	(b)	applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and
	(c)	all other rights having equivalent or similar effect in any country or jurisdiction;
"Limit of Liability"		means the limit of liability identified in the Award Letter;
"Party"		the Supplier or UKRI (as appropriate) and "Parties" shall mean both of them;
"Personal Data"		means the personal data (as defined in the Data Protection Legislation) which relates to or originates from UKRI, or any of UKRI's employees, contractors or customers and which is processed by or on behalf of the Supplier under this Contract;
"Personal Data Breach"		shall have the meaning given in the Data Protection Legislation;
"Purchase Order Number"		means UKRI's unique number relating to the order for Goods and/or Services to be supplied by the Supplier to UKRI in accordance with the terms of the Contract;
"Receiving Party"		means a Party to which a disclosure of Confidential Information is made by another Party;
"Request for Information"		has the meaning set out in the FOIA or the EIR as relevant (where the meaning set out for the term "request" shall apply);
"Services"		means the services to be supplied by the Supplier to UKRI under the Contract;
"Specification"		means the specification for the Goods and/or Services to be supplied by the Supplier to UKRI (including as to quantity, description and quality) as specified in the Award Letter;
"Staff"		means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier's obligations under the Contract;
"Staff Vetting Procedures"		means vetting procedures that accord with good industry practice or, where requested by UKRI, UKRI's procedures for the vetting of personnel as provided to the Supplier from time to time;
"Term"		means the period from the Commencement Date to the Expiry Date as such period may be extended or terminated in accordance with the terms and conditions of the Contract;
"TUPE"		means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or replaced from time to time;
"VAT"		means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
"Working Day"		means a day (other than a Saturday, Sunday, public holiday or 27, 28, 29, 30 and 31 December) when banks in London are open for business.

1.2 In these terms and conditions, unless the context otherwise requires:

- (a) references to numbered clauses are references to the relevant clause in these terms and conditions;
- (b) any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;

- (c) the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Contract;
- (d) any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- (e) the word 'including' shall be understood as meaning 'including without limitation'.

2 **BASIS OF CONTRACT**

- 2.1 The Award Letter constitutes an offer by UKRI to purchase the Goods and/or Services subject to and in accordance with the terms and conditions of the Contract.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by UKRI of a copy of the Award Letter countersigned by the Supplier.

3 **SUPPLY OF GOODS AND SERVICES**

- 3.1 In consideration of UKRI's agreement to pay the Charges, the Supplier shall supply the Goods and/or Services to UKRI subject to and in accordance with the terms and conditions of the Contract.
- 3.2 In supplying the Goods and/or Services, the Supplier shall:
 - (a) co-operate with UKRI in all matters relating to the supply of Goods and/or Services and comply with all UKRI's instructions; and
 - (b) comply with all applicable laws.
- 3.3 The Supplier shall supply the Goods in accordance with the Specification. The Supplier warrants, represents, undertakes and guarantees that the Goods supplied under the Contract shall:
 - (a) be free from defects (manifest or latent), in materials and workmanship and remain so for 12 months after Delivery;
 - (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and comply with any applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods;
 - (c) conform with the specifications (including the Specification), drawings, descriptions given in quotations, estimates, brochures, sales, marketing and technical literature or material (in whatever format made available by the Supplier) supplied by, or on behalf of, the Supplier;
 - (d) be free from design defects; and
 - (e) be fit for any purpose held out by the Supplier or made known to the Supplier by UKRI expressly or by implication, and in this respect UKRI relies on the Supplier's skill and judgement. The Supplier acknowledges and agrees that the approval by UKRI of any designs provided by the Supplier shall not relieve the Supplier of any of its obligations under this clause 3.3.
- 3.4 In supplying the Services, the Supplier shall:

- (a) perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
- (b) use Staff 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;
- (c) ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
- (d) not do or allow anything to be done that would, or would be likely to, bring UKRI into disrepute or adversely affect its reputation in any way; and
- (e) provide all equipment, tools and vehicles and other items as are required to provide the Services.

4 TERM

- 4.1 The Contract shall take effect on the date specified in the Award Letter and shall expire on the Expiry Date, unless it is otherwise extended in accordance with the provisions of the Award Letter or terminated early in accordance with the terms and conditions of the Contract.

5 CHARGES, PAYMENT AND RECOVERY OF SUMS DUE

- 5.1 The Charges for the Goods and/or Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Goods and/or Services. Unless otherwise agreed in writing by UKRI, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the supply of the Goods and/or performance of the Service.
- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. UKRI shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Goods and/or Services.
- 5.3 The Supplier shall invoice UKRI as specified in the Contract. Each invoice shall include such supporting information required by UKRI to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Goods and/or Services supplied in the invoice period.
- 5.4 In consideration of the supply of the Goods and/or Services by the Supplier, UKRI shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. UKRI may, without prejudice to any other rights and remedies under the Contract, withhold or reduce payments in the event of unsatisfactory performance.
- 5.5 If UKRI fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of clause 5.4 after a reasonable time has passed (which shall be no less than 14 calendar days).
- 5.6 If there is a dispute between the Parties as to the amount invoiced, UKRI may reject the invoice in its entirety. The Supplier shall not suspend the supply of the Goods and/or Services unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 18.5. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 21.
- 5.7 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:

- (a) provisions having the same effects as clauses 5.3 to 5.6 (inclusive) of this Contract; and
 - (b) a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effects as clauses 5.3 to 5.7 (inclusive) of this Contract.
 - (c) In this clause 5.7, "sub-contract" means a contract between two or more suppliers, at any stage of remoteness from UKRI in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract.
- 5.8 If any sum of money is recoverable from or payable by the Supplier under the Contract (including any sum which the Supplier is liable to pay to UKRI in respect of any breach of the Contract), that sum may be deducted unilaterally by UKRI from any sum then due, or which may come due, to the Supplier under the Contract or under any other agreement or contract with UKRI. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against UKRI in order to justify withholding payment of any such amount in whole or in part.

6 DELIVERY

- 6.1 The Supplier shall Deliver the Goods to UKRI on or by the Date of Delivery. Unless otherwise agreed in writing by UKRI, Delivery shall be on the date and to the address specified in the Award Letter. Delivery of the Goods shall be completed once the completion of unloading the Goods from the transporting vehicle at the Delivery address has taken place and UKRI has signed for the Delivery.
- 6.2 Any access to UKRI's premises and any labour and equipment that may be provided by UKRI in connection with Delivery of the Goods shall be provided without acceptance by UKRI of any liability in respect of any actions, claims, costs and expenses incurred by third parties for any loss of damages to the extent that such loss or damage is not attributable to the negligence or other wrongful act of UKRI or its servant or agent. The Supplier shall indemnify UKRI in respect of any actions, suits, claims, demands, losses, charges, costs and expenses, which UKRI may suffer or incur as a result of or in connection with any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation to the extent that any such damage or injury is attributable to any act or omission of the Supplier or any of his sub-Suppliers.
- 6.3 Delivery of the Goods shall be accompanied by a delivery note which shows the Purchase Order Number and the type and quantity of the Goods and, in the case of part Delivery, the outstanding balance remaining to be Delivered.
- 6.4 Unless otherwise stipulated by UKRI in the Award Letter, Deliveries shall only be accepted by UKRI on Working Days and during normal business hours.
- 6.5 Where (i) the Supplier fails to Deliver the Goods or part of the Goods or (ii) the Goods or part of the Goods do not comply with the provisions of clause 3, then without limiting any of its other rights or remedies implied by statute or common law, UKRI shall be entitled:
- (a) to terminate the Contract;
 - (b) to require the Supplier, free of charge, to deliver substitute Goods within the timescales specified by UKRI;
 - (c) to require the Supplier, free of charge, to repair or replace the rejected Goods, or to provide a full refund of the Charges of the rejected Goods (if paid);

- (d) to reject the Goods (in whole or part) and return them to the Supplier at the Supplier's own risk and expense and UKRI shall be entitled to a full refund on those Goods or part of Goods duly returned;
- (e) to buy the same or similar Goods from another supplier; and
- (f) to recover any expenses incurred in respect of buying the goods from another supplier which shall include but not be limited to administration costs, chargeable staff time and extra delivery costs.

7 **PROPERTY AND GUARANTEE OF TITLE**

7.1 Without prejudice to any other rights or remedies of UKRI, title and risk in the Goods shall pass to UKRI when Delivery of the Goods is complete (including off-loading and stacking).

7.2 The Supplier warrants that:

- (a) it has full clear and unencumbered title to all the Goods;
- (b) at the date of Delivery of any of the Goods it shall have full and unrestricted right, power and authority to sell, transfer and deliver all of the Goods to UKRI; and
- (c) on Delivery UKRI shall acquire a valid and unencumbered title to the Goods.

8 **STAFF**

8.1 If UKRI reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Contract, it may, by giving written notice to the Supplier:

- (a) refuse admission to the relevant person(s) to UKRI's premises;
- (b) direct the Supplier to end the involvement in the provision of the Goods and/or Services of the relevant person(s); and/or
- (c) require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by UKRI to the person removed is surrendered,

and the Supplier shall comply with any such notice.

8.2 The Supplier shall:

- (a) ensure that all Staff are vetted in accordance with the Staff Vetting Procedures and if requested, comply with UKRI's Staff Vetting Procedures as supplied from time to time;
- (b) ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of UKRI, or is of a type otherwise advised by UKRI (each such conviction a "**Relevant Conviction**"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, the Staff Vetting Procedures or otherwise) is employed or engaged in the provision of any part of the supply of the Goods and/or Services;
- (c) if requested, provide UKRI with a list of the names and addresses (and any other relevant information) of all persons who may require admission to UKRI's premises in connection with the Contract; and

- (d) procure that all Staff comply with any rules, regulations and requirements reasonably specified by UKRI.

9 TUPE

- 9.1 The Supplier warrants that the provision of the Goods and/or Services shall not give rise to a transfer of any employees of the Supplier or any third party to UKRI pursuant to TUPE.

10 ASSIGNMENT AND SUB-CONTRACTING

- 10.1 The Supplier shall not without the written consent of UKRI assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Contract or any part of the Contract. UKRI may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 10.2 Where UKRI has consented to the placing of sub-contracts, the Supplier shall, at the request of UKRI, send copies of each sub-contract, to UKRI as soon as is reasonably practicable.
- 10.3 UKRI may assign, novate, or otherwise dispose of its rights and obligations under the Contract without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Contract.

11 INTELLECTUAL PROPERTY AND INDEMNITY

- 11.1 All Intellectual Property Rights in any materials provided by UKRI to the Supplier for the purposes of this Contract shall remain the property of UKRI but UKRI hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Contract for the sole purpose of enabling the Supplier to perform its obligations under the Contract.
- 11.2 The ownership of all Intellectual Property Rights in any materials created or developed by the Supplier pursuant to the Contract or arising as a result of the provision of the Goods and/or Services shall vest in UKRI. If, and to the extent, that the ownership of any Intellectual Property Rights in such materials vest in the Supplier by operation of law, the Supplier hereby assigns ownership of such Intellectual Property Rights to UKRI by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such Intellectual Property Rights all its Intellectual Property Rights in such materials (with full title guarantee and free from all third party rights).
- 11.3 UKRI hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use any Intellectual Property Rights in the materials created or developed by the Supplier pursuant to the Contract and any Intellectual Property Rights arising as a result of the provision of the Goods and/or Services as required until termination or expiry of this Contract for the sole purpose of enabling the Supplier to perform its obligations under the Contract
- 11.4 Without prejudice to clause 11.2, the Supplier hereby grants UKRI a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use any Intellectual Property Rights vested in or licensed to the Supplier on the date of the Contract or during the Term to the extent not falling within clause 11.2 including any modifications to or derivative versions of any such Intellectual Property Rights, which UKRI reasonably requires in order to exercise its rights and take the benefit of the Contract including the Goods and/or Services provided.

- 11.5 The Supplier shall indemnify, and keep indemnified, UKRI in full against all cost, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by UKRI as a result of or in connection with any claim made against UKRI for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Goods and/or Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.
- 11.6 UKRI shall promptly notify the Supplier of any infringement claim made against it relating to any Goods and, subject to any statutory obligation requiring UKRI to respond, shall permit the Supplier to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. UKRI shall give the Supplier such assistance as it may reasonably require to dispose of the claim and shall not make any statement which might be prejudicial to the settlement or defence of the claim.

12 RECORDS

- 12.1 If required by UKRI, the Supplier shall:
- (a) attend progress meetings with UKRI at the frequency and times specified by UKRI and shall ensure that its representatives are suitably qualified to attend such meetings; and
 - (b) submit progress reports to UKRI at the times and in the format specified by UKRI.
- 12.2 The Supplier shall keep and maintain until 6 years after the end of the Contract, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Goods and/or Services supplied under it, and all payments made by UKRI. The Supplier shall on request afford UKRI or UKRI's representatives such access to those records as may be reasonably requested by UKRI in connection with the Contract.

13 CONFIDENTIALITY, TRANSPARENCY AND PUBLICITY

- 13.1 Subject to clause 13.2, each Party shall:
- (a) treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
 - (b) not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under the Contract.
- 13.2 Notwithstanding clause 13.1, a Party may disclose Confidential Information which it receives from the other Party:
- (a) where disclosure is required by applicable law or by a court of competent jurisdiction;
 - (b) to its auditors or for the purposes of regulatory requirements;
 - (c) on a confidential basis, to its professional advisers;
 - (d) to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;

- (e) where the Receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Contract provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 13.2(e) shall observe the Supplier's confidentiality obligations under the Contract; and
- (f) where the Receiving Party is UKRI:
 - (i) on a confidential basis to the employees, agents, consultants and contractors of UKRI;
 - (ii) on a confidential basis to any Central Government Body, any successor body to a Central Government Body or any company to which UKRI transfers or proposes to transfer all or any part of its business;
 - (iii) to the extent that UKRI (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
 - (iv) in accordance with clause 14.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on UKRI under this clause 13.

- 13.3 The Parties acknowledge that, except for any Information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Contract is not Confidential Information and the Supplier hereby gives its consent for UKRI to publish the Contract in its entirety to the general public (but with any Information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Contract agreed from time to time. UKRI may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.
- 13.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Contract or any part of the Contract in any way, except with the prior written consent of UKRI.

14 FREEDOM OF INFORMATION

- 14.1 The Supplier acknowledges that UKRI is subject to the requirements of the FOIA and the EIR and shall:
 - (a) provide all necessary assistance and cooperation as reasonably requested by UKRI to enable UKRI to comply with its obligations under the FOIA and the EIR;
 - (b) transfer to UKRI all Requests for Information relating to the Contract that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - (c) provide UKRI with a copy of all Information belonging to UKRI requested in the Request for Information which is in its possession or control in the form that UKRI requires within 5 Working Days (or such other period as UKRI may reasonably specify) of UKRI's request for such Information; and
 - (d) not respond directly to a Request for Information unless authorised in writing to do so by UKRI.

- 14.2 The Supplier acknowledges that UKRI may be required under the FOIA and the EIR to disclose Information concerning the Supplier or the Goods and/or Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier.
- 14.3 Notwithstanding any other provision in the Contract, UKRI shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Goods is exempt from disclosure in accordance with the FOIA and/or the EIR.
- 15 **PROTECTION OF PERSONAL DATA AND SECURITY OF DATA**
- 15.1 In this Clause 15, the terms, "processes", "data controller" and "data processor" shall have the same meanings given to them under Data Protection Legislation.
- 15.2 The Parties acknowledge that for the purposes of Data Protection Legislation, UKRI is the data controller and the Supplier is the data processor of any Personal Data.
- 15.3 The Supplier shall and shall procure that its staff and sub-contractors shall comply with all Data Protection Legislation in relation to any Personal Data processed.
- 15.4 Without limiting Clauses 15.2 and 15.3, the Supplier shall at all times (and shall ensure that at all times its staff):
- (a) process Personal Data only in accordance with the documented instructions received from UKRI and during the Term of this Contract. The Supplier shall immediately inform UKRI if, in the Supplier's opinion, an instruction from UKRI infringes the Data Protection Legislation or any other applicable law;
 - (b) ensure that any person to whom it provides the Personal Data is subject to appropriate confidentiality obligations;
 - (c) disclose any Personal Data only on a need to know basis to staff directly concerned with the provision of the Goods and/or Services;
 - (d) not transfer or direct the transfer of any Personal Data to any third party or process or direct the processing of Personal Data outside of the European Economic Area in each case without UKRI's prior written consent (which consent may be subject to conditions as directed by UKRI);
 - (e) keep all Personal Data confidential, and have in place now and shall on a continuing basis take all reasonable appropriate technical and organisational measures to keep all Personal Data confidential and secure and to protect against unauthorised or unlawful processing, accidental loss, destruction, damage, alteration, disclosure or access;
 - (f) upon request by UKRI, promptly do such other acts in relation to the Personal Data, or any part thereof, as UKRI shall request to enable UKRI to comply with its obligations under the Data Protection Legislation;
 - (g) notify UKRI promptly (and at least within 24 hours) if it receives a request from a Data Subject or a complaint relating to a Data Subject and promptly provide UKRI with all such data, information, cooperation and assistance as is required by UKRI in order to respond to and resolve the request or complaint within any applicable time frames;
 - (h) provide such information and allow for and contribute to audits, including inspections, conducted by UKRI or an auditor mandated by UKRI, as is reasonably necessary to enable UKRI to satisfy itself of the Supplier's compliance with this Clause 15 and the Data Protection Legislation

- (i) on termination or expiry of this Contract, and at any other time on UKRI's request, either return or destroy (as elected by UKRI) the Personal Data (including all copies of it) and confirm in writing that it has complied with this obligation; and
- (j) notify UKRI without undue delay on becoming aware of any Personal Data Breach and promptly following notification, provide such data, information and assistance as is required by UKRI in order for UKRI to notify the Personal Data Breach to the Information Commissioner and/or Data Subject(s) and otherwise fulfil its obligations under Data Protection Legislation.

16 LIABILITY

- 16.1 UKRI shall not be responsible for any injury, loss, damage, cost or expense suffered by the Supplier if and to the extent that it is caused by the negligence or wilful misconduct of the Supplier or the Staff or breach by the Supplier of its obligations under the Contract. The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by UKRI if and to the extent that it is caused by the negligence or wilful misconduct of UKRI or by breach by UKRI of its obligations under the Contract.
- 16.2 Subject always to clause 16.5 and 16.6 in no event shall either Party be liable to the other Party for any:
- (a) loss of profits;
 - (b) loss of business;
 - (c) loss of revenue;
 - (d) loss of or damage to goodwill;
 - (e) loss of savings (whether anticipated or otherwise); and/or
 - (f) any indirect, special or consequential loss or damage.
- 16.3 Subject always to clause 16.5 and 16.6, the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Contract, the supply or failure to supply of the Goods and/or perform the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed the Limit of Liability.
- 16.4 Subject to clause 16.5, the aggregate liability of UKRI in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Contract, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to the Charges.
- 16.5 Nothing in the Contract shall be construed to limit or exclude either Party's liability for:
- (a) death or personal injury caused by its negligence or that of its Staff;
 - (b) fraud or fraudulent misrepresentation by it or that of its Staff;
 - (c) breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

- (d) any other matter which, by law, may not be excluded or limited.
- 16.6 The Supplier's liability under the indemnities in clauses 11.5, 15 and 20.3 shall be unlimited.
- 16.7 The Supplier shall effect and maintain an adequate level of insurance cover in respect of all risks that may be incurred by it in the performance of this Contract. On request from UKRI, the Supplier shall provide UKRI with copies of the insurance policy certificates and details of the cover provided.
- 17 **FORCE MAJEURE**
- Neither Party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 30 days, either Party may terminate the Contract by written notice to the other Party.
- 18 **TERMINATION**
- 18.1 UKRI may terminate the Contract in whole or in part at any time before the Goods and/or Services are provided with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue the provision of the Goods and/or Services (in whole or in part as applicable). UKRI shall pay to the Supplier:
- (a) such Charges or that part of the Charges for Goods which have been Delivered to UKRI or, on the deemed date of service of the notice of cancellation, are already in transit and the costs of materials which the Supplier has purchased to fulfil the order for the Goods and which cannot be used for other orders or be returned to the supplier of those materials for a refund; and/or
 - (b) such Charges or that part of the Charges for Services provided and a fair and reasonable portion of the Charges for work-in-progress in performing the Services at the time of termination,
- but UKRI shall not be liable for any loss of anticipated profits or any consequential loss and the Supplier shall have a duty to mitigate its costs and shall on request provide proof of work-in-progress claimed.
- 18.2 UKRI may terminate the Contract at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Contract is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.
- 18.3 Without prejudice to any other right or remedy it might have, UKRI may terminate the Contract by written notice to the Supplier with immediate effect if the Supplier:
- (a) (without prejudice to clause 18.3(e)), is in material breach of any obligation under the Contract which is not capable of remedy;
 - (b) repeatedly breaches any of the terms and conditions 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 and conditions of the Contract;

- (c) is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
 - (d) undergoes a change of control within the meaning of section 1124 of the Corporation Tax 2010, unless UKRI has given its prior written consent to the change of control or does not raise an objection within 6 months of the Supplier's written notice to UKRI that a change of control has occurred;
 - (e) breaches the provisions of clauses 8.2, 13, 14, 15 and 19;
 - (f) becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 18.3) in consequence of debt in any jurisdiction; or
 - (g) fails to comply with legal obligations in the fields of environmental, social or labour law.
- 18.4 The Supplier shall notify UKRI as soon as practicable of any change of control as referred to in clause 18.3(d) or any potential such change of control.
- 18.5 In addition to the Supplier's statutory rights, the Supplier may terminate the Contract by written notice to UKRI if UKRI has not paid any undisputed invoice within 90 days of it falling due.
- 18.6 Termination or expiry of the Contract shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under clauses 2, 3.2, 3.3, 8, 11, 12.1, 13, 14, 15, 16, 18.7, 19.4, 20.3, 21 and 22.9 and any other term or condition of the Contract that either expressly or by implication has effect after termination.
- 18.7 Upon termination or expiry of the Contract, the Supplier shall:
- (a) give all reasonable assistance to UKRI and any incoming supplier of Goods and/or Services; and
 - (b) return all requested documents, information and data to UKRI as soon as reasonably practicable.
- 19 **COMPLIANCE**
- 19.1 The Supplier shall promptly notify UKRI of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract. UKRI shall promptly notify the Supplier of any health and safety hazards which may exist or arise at UKRI's premises and which may affect the Supplier in the performance of its obligations under the Contract.
- 19.2 The Supplier shall:
- (a) comply with the reasonable requirements of UKRI's security arrangements;
 - (b) comply with all UKRI's health and safety measures;
 - (c) notify UKRI immediately in the event of any incident occurring in the performance of its obligations under the Contract on UKRI's premises where

that incident causes any personal injury or damage to property which could give rise to personal injury;

- (d) perform its obligations under the Contract in accordance with all applicable equality law and UKRI's equality and diversity policy as provided to the Supplier from time to time;
- (e) take all reasonable steps to secure the observance of clause 19.2(d) by all Staff; and
- (f) supply the Goods and any packaging in accordance with UKRI's environmental policy as provided from time to time.

19.3 The Goods shall be packed and marked in a proper manner and in accordance with any instructions specified in the Award Letter, any statutory requirements and any requirements of the carriers. All packaging materials shall be considered non-returnable. The Supplier shall indemnify UKRI against all actions, suits, claims, demands, losses, charges, costs and expenses which UKRI may suffer or incur as a result of, or in connection with, any breach of this clause 19.3.

19.4 If notified by UKRI, the Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

- (a) the Official Secrets Acts 1911 to 1989; and
- (b) section 182 of the Finance Act 1989.

20 **PREVENTION OF FRAUD AND CORRUPTION**

20.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or for showing or refraining from showing favour or disfavour to any person in relation to the Contract.

20.2 The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Contract and shall notify UKRI immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

20.3 If the Supplier or the Staff engages in conduct prohibited by clause 20.1 or commits fraud in relation to the Contract or any other contract with the Crown (including UKRI) UKRI may:

- (a) terminate the Contract and recover from the Supplier the amount of any loss suffered by UKRI resulting from the termination, including the cost reasonably incurred by UKRI of making other arrangements for the supply of the Goods and/or Services and any additional expenditure incurred by UKRI throughout the remainder of the Contract; or
- (b) recover in full from the Supplier any other loss sustained by UKRI in consequence of any breach of this clause.

21 **DISPUTE RESOLUTION**

21.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.

- 21.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 21.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "**Mediator**") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 21.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

22 **GENERAL**

- 22.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Contract, and that the Contract is executed by its duly authorised representative.
- 22.2 The Supplier warrants and represents that during the Term it shall not accept work from other sources that will in any way impair or affect its ability to provide the Goods and/or Services and comply with the terms of this Contract.
- 22.3 The Supplier must make sure that neither it nor any of its Staff or sub-contractors are placed in a position where there is or may be an actual conflict, or a potential conflict, between their interests or the interests of its Staff or sub-contractors and the Supplier's obligations under this Contract. You must disclose to us the particulars of any conflict of interest that arises.
- 22.4 A person who is not a party to the Contract shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him or her, without the prior written agreement of the Parties.
- 22.5 The Contract cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 22.6 The Contract contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Contract on the basis of any representation that is not expressly incorporated into the Contract. Nothing in this clause 22.6 shall exclude liability for fraud or fraudulent misrepresentation.
- 22.7 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Contract shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Contract.
- 22.8 The Contract shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Contract. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 22.9 Except as otherwise expressly provided by the Contract, all remedies available to either Party for breach of the Contract (whether under the Contract, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

- 22.10 If any provision of the Contract is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Contract and rendered ineffective as far as possible without modifying the remaining provisions of the Contract, and shall not in any way affect any other circumstances of or the validity or enforcement of the Contract.

23 NOTICES

- 23.1 Any notice to be given under the Contract shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 23.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause.
- 23.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 23.3 Notices under clauses 17 and 18 may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 23.1.

24 GOVERNING LAW AND JURISDICTION

- 24.1 The validity, construction and performance of the Contract, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

Schedule 2- Specification

The Suppliers shall provide the Goods and/or Services in accordance with this Schedule 2.

Detail of pricing Breakdown
GEO HS2022 Refurbished (21802/1) Dual inlet and continuous flow IRMS system for light isotopes m/z 28 to 66 amu. Includes high sensitivity source and permanent magnet. Vacuum system including turbo and rotary pumps. Automatic dual inlet module with sample and reference bellows, pressure transducer and changeover valve. GEO HS2022 start up consumables kit includes tubing, gold rings, kel-f seat, inlet diaphragm, disc spring and screws. Windows based data system and printer with Instrument Control software upgrades for the life of the instrument 10yrs.
GEO HS2022 Inlet Refurbished (21802/4) Customised dual inlet including reference and sample bellows and pumping system, to upgrade CF IRMS to DI. GEO HS2022 start up consumables kit includes tubing, gold rings, kel-f seat, inlet diaphragm, disc spring and screws. Custom 20 position manifold to interface to existing sample prep line.
70301-1 GEO 20-22 spares kit
Installation and start up training at Customer's site
3-year warranty
Delivered Duty Paid, to installation site location BGS, Keyworth, NG12 5GG

Schedule 3 - Charges

The Charges for the Goods and/or Services shall be as set out in this Schedule 3.

Detail of pricing Breakdown	Price (EX VAT)
GEO HS2022 Refurbished (21802/1)	£40,000.00
GEO HS2022 Inlet Refurbished (21802/4)	£40,000.00
70301-1 GEO 20-22 spares kit	<i>£ included</i>
Installation and start up training at Customer's site	£3,000.00
3-year warranty	£330.00
Delivered Duty Paid, to installation site location BGS, Keyworth, NG12 5GG	£0.00
Total	£83,330.00

Schedule 4 - Transfer of Personnel

NOT APPLICABLE