

SECTION 3 - GENERAL CONDITIONS OF CONTRACT

STANDARD TERMS AND CONDITIONS FOR PROVISION OF CONSULTANCY SERVICES (“Terms”)

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply to these Terms (unless the context requires otherwise).

1.1 Definitions:

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Capacity: as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.

Commencement Date: [DATE OF COMMENCEMENT OF ENGAGEMENT].

Confidential Information: information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, ORE Catapults, suppliers, products, affairs and finances of ORE Catapult or any Group Company for the time being confidential to ORE Catapult or any Group Company and trade secrets including, without limitation, technical data and know-how relating to the business of ORE Catapult or of any Group Company or any of its or their suppliers, customers, ORE Catapults, agents, distributors, shareholders, management or business contacts, and including (but not limited to) information that the Consultant creates, develops, receives or obtains in connection with their Engagement, whether or not such information (if in anything other than oral form) is marked confidential.

Contract: these Terms, and [insert other ancillary contract documents e.g. statement of work prepared by ORE Catapult]

Deliverable: any outputs of the Services and any other documents or materials provided by the Consultant to ORE Catapult as specified in the Contract and any other documents and materials provided by the Consultant to ORE Catapult in relation to the Services (excluding the Consultant's equipment).

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR), the Data Protection Act 2018 (and regulations made thereunder) or any successor legislation, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

Engagement: the engagement of the Consultant by ORE Catapult in accordance with the Contract.

Group Company: ORE Catapult, its subsidiaries or holding companies from time to time and any subsidiary of any holding company from time to time.

Insurance Policies: [commercial general liability insurance cover,] [professional indemnity insurance cover,] [cyber insurance cover,][employer's liability insurance cover] [and public liability insurance cover].

Intellectual Property Rights: patents, utility models, rights to Inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Invention: any invention, idea, discovery, development, improvement or innovation made by the Consultant in the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.

ORE Catapult: Offshore Renewable Energy Catapult, company number 04659351, whose registered office is at Offshore House, Albert Street, Blyth, Northumberland, NE24 1LZ, or any subsidiary company (as is defined in section 1159 of the Companies Act 2006).

ORE Catapult Property: all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the Business or affairs of ORE Catapult or Group Company or its or their customers and business contacts, and any equipment, keys, hardware or software provided for the Consultant's use by ORE Catapult during the Engagement, and any data or documents (including copies) produced, maintained or stored by the Consultant on ORE Catapult or the Consultant's computer systems or other electronic equipment during the Engagement.

Services: the services provided by the Consultant in a consultancy capacity for ORE Catapult or any Group Company as more particularly described in the Contract.

Substitute: a substitute engaged by the Consultant under the terms of clause 3.3.

Termination Date: the date of termination of the Contract, howsoever arising.

Outputs: all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, and all other materials in whatever form, including but not limited to hard copy and electronic form, prepared by the Consultant in the provision of the Services.

- 1.2 The headings in these Terms are inserted for convenience only and shall not affect its construction.
- 1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Any Schedule (where relevant) forms part of these Terms and shall have effect as if set out in full in the body of these Terms. Any reference to these Terms includes the Schedule(s).
- 1.6 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.

2. Term of engagement

- 2.1 ORE Catapult shall engage the Consultant on a non-exclusive basis and the Consultant shall provide the Services on these Term and in accordance with the Contract.
- 2.2 The Engagement shall commence, or be deemed to have commenced on the Commencement Date and shall continue unless and until terminated:
 - (a) as provided by these Terms or elsewhere in the Contract; or
 - (b) by ORE Catapult giving the Consultant not less than 3 months' prior written notice.

3. Duties and obligations

- 3.1 During the Engagement the Consultant shall:

- (a) provide the Services, including the Deliverables, with all due care, skill and ability and use all reasonable endeavours to promote the interests of ORE Catapult or any Group Company;
 - (b) ensure that the Deliverables conform in all respects with, and are achieved by any deadlines specified in the Contract and that the Deliverables shall be fit for any purpose expressly or implicitly made known to the Consultant by ORE Catapult; and
 - (c) promptly give to ORE Catapult all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services, including the Deliverables, or the business of ORE Catapult or any Group Company.
- 3.2 No fee shall be payable in accordance with clause 4 in respect of any period during which the Services are not provided.
- 3.3 The Consultant may appoint a suitably qualified and skilled Substitute to perform the Services on their behalf, provided that the Substitute shall be required to enter into direct undertakings with ORE Catapult, including with regard to confidentiality. The Consultant shall continue to invoice ORE Catapult in accordance with clause 4 and shall be responsible for the remuneration of the Substitute. For the avoidance of doubt, the Consultant shall continue to be subject to all duties and obligations under these Terms for the duration of the appointment of the Substitute.
- 3.4 If a Substitute is appointed, the provisions relating to sub-processor obligations under clause 8 will apply.
- 3.5 The Consultant shall use reasonable endeavours to ensure that they are available at all times on reasonable notice to provide such assistance or information as ORE Catapult may require.
- 3.6 Unless they have been specifically authorised to do so by ORE Catapult in writing, the Consultant shall not:
 - (a) have any authority to incur any expenditure in the name of or for the account of ORE Catapult; or
 - (b) hold themselves out as having authority to bind ORE Catapult.
- 3.7 The Consultant shall comply with all reasonable standards of safety and comply with ORE Catapult's health and safety procedures from time to time in force at the premises where the Services are provided and report to ORE Catapult any unsafe working conditions or practices.
- 3.8 The Consultant shall comply with ORE Catapult's policies notified or made available to the Consultant from time to time.

- 3.9 If during the Engagement the Consultant becomes aware of any business opportunities relevant to ORE Catapult, it shall communicate those business opportunities to ORE Catapult as soon as is reasonably practicable and not seek to benefit from the Engagement in order to further the Consultants own pursuits. Nothing in this clause shall require the Consultant to disclose any business opportunities to ORE Catapult if to do so would result in a breach by the Consultant of any obligation of confidentiality or of any fiduciary duty owed by the Consultant to any third party.
- 3.10 The Consultant may use a third party to perform any administrative, clerical or secretarial functions which are reasonably incidental to the provision of the Services provided that:
- (a) ORE Catapult will not be liable to bear the cost of such functions; and
 - (b) at ORE Catapult's request the third party shall be required to enter into direct undertakings with ORE Catapult, including with regard to confidentiality.
- 3.11 The Consultant shall:
- (a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 or any successor legislation (**Relevant Requirements**);
 - (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - (c) comply with ORE Catapult's anti-bribery, anti-corruption, hospitality & gifts policy in each case as ORE Catapult may update them from time to time (**Relevant Policies**);
 - (d) promptly report to ORE Catapult any request or demand for any undue financial or other advantage of any kind received by the Consultant in connection with the performance of the Contract; and
 - (e) ensure that all persons associated with the Consultant or other persons who are performing services or providing goods in connection with the Contract comply with this clause 3.11.
- 3.12 Failure to comply with clause 3.11 may result in the immediate termination of the Contract. The Consultant shall provide such supporting evidence of compliance as ORE Catapult may reasonably request.
- 3.13 The Consultant shall:
- (a) not engage in any activity, practice or conduct which would constitute either:

- (i) a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or
 - (ii) a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017;
 - (b) promptly report to ORE Catapult any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017 (or any successor legislation) or any suspected tax evasion offences or facilitation of tax evasion offences, whether under UK law or under the law of any foreign country, in connection with the performance of the Contract;
 - (c) ensure that all persons associated with the Consultant or other persons who are performing services or providing goods in connection with the Contract comply with this clause 3.13.
- 3.14 Failure to comply with clause 3.13 may result in the immediate termination of the Contract. The Consultant shall provide such supporting evidence of compliance as ORE Catapult may reasonably request.

4. Fees

- 4.1 ORE Catapult shall pay the Consultant a fee as set out in the Contract. On the last working day of each month during the Engagement the Consultant shall submit to ORE Catapult an invoice which gives details of the [hours/days] the Consultant or any Substitute has worked during the month, the Services provided and the amount of the fee payable (plus VAT, if applicable) for the Services during that month.
- 4.2 In consideration of the provision of the Services during the Engagement, ORE Catapult shall pay each invoice submitted by the Consultant in accordance with clause 4.1 within thirty (30) days from date of undisputed invoice.
- 4.3 ORE Catapult shall be entitled to deduct from the fees (and any other sums) due to the Consultant any sums that the Consultant may owe to ORE Catapult or any Group Company at any time.
- 4.4 Payment in full or in part of the fees claimed under clause 4 or any expenses claimed under clause 5 shall be without prejudice to any claims or rights of ORE Catapult or any Group Company against the Consultant in respect of the provision of the Services.

5. Expenses

- 5.1 ORE Catapult shall reimburse all reasonable expenses properly and necessarily incurred by the Consultant in the course of the Engagement, in accordance with ORE Catapults business expenses procedures, and subject to production of receipts or other appropriate evidence of payment.
- 5.2 If the Consultant is required to travel abroad in the course of the Engagement they shall be responsible for any necessary insurances, inoculations and immigration requirements.

6. Other activities

Nothing in these Terms shall prevent the Consultant from being engaged, concerned or having any financial interest in any Capacity in any other business, trade, profession or occupation during the Engagement provided that:

- (a) such activity does not cause a breach of any of the Consultant's obligations under these Terms;
- (b) the Consultant shall not engage in any such activity if it relates to a business which is similar to or in any way competitive with the business of ORE Catapult or any Group Company without the prior written consent of ORE Catapult including where such activity amounts to or could reasonably foreseeably amount to, a conflict of interest (in consideration of the requirements set out in clause 3.1(a)); and
- (c) the Consultant shall give priority to the provision of the Services to ORE Catapult over any other business activities undertaken by the Consultant during the course of the Engagement.

7. Confidential information

- 7.1 The Consultant acknowledges that in the course of the Engagement they will have access to Confidential Information. The Consultant has therefore agreed to accept the restrictions in this clause 7.
- 7.2 The Consultant shall not (except in the proper course of their duties), either during the Engagement or at any time after the Termination Date, use or disclose to any third party (and shall use their best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to:
- (a) any use or disclosure authorised by ORE Catapult or required by law; or

- (b) any information which is already in, or comes into, the public domain otherwise than through the Consultant's unauthorised disclosure.
- 7.3 At any stage during the Engagement, the Consultant will promptly on request return all and any ORE Catapult Property in their possession to ORE Catapult.
- 7.4 Nothing in this clause 7 shall prevent the Consultant or ORE Catapult (or any of its officers, employees, workers or agents) from:
- (a) reporting a suspected criminal offence to the police or any law enforcement agency or co-operating with the police or any law enforcement agency regarding a criminal investigation or prosecution; or
 - (b) doing or saying anything that is required by HMRC or a regulator, ombudsman or supervisory authority; or
 - (c) whether required to or not, making a disclosure to, or co-operating with any investigation by, HMRC or a regulator, ombudsman or supervisory authority regarding any misconduct, wrongdoing or serious breach of regulatory requirements (including giving evidence at a hearing); or
 - (d) complying with an order from a court or tribunal to disclose or give evidence; or
 - (e) making any other disclosure as required by law.

Announcements

- 7.5 Save as otherwise set out in these Terms, no announcement, circular, advertisement or other publicity in connection with this Contract shall be made or issued by or on behalf of the Consultant (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).
- 7.6 The Consultant shall not use ORE Catapult's logo or disclose any details of its relationship with ORE Catapult to any other party without the prior written consent of ORE Catapult.

8. Data protection

- 8.1 The Client will collect and process information relating to the Consultant in accordance with the privacy notice which is on the intranet.
- 8.2 The Consultant and ORE Catapult will comply with the Data Protection Legislation. Either party may process business contact information relating to the personnel of the other party (including,

but not limited to, name, business telephone number, business email address and job title) as necessary for the provision and receipt of the Services and to manage the general relationship between the parties. In these circumstances, each is acting as an independent controller and shall at all times ensure compliance with Data Protection Legislation required of a controller, where the term “controller” is as defined in Data Protection Legislation.

8.3 To the extent that the Consultant shall process any “**Personal Data**” (as defined in Data Protection Legislation) on behalf of the Client outside of the processing already envisaged by clause 8.2, clauses 8.4 to 8.7 shall apply and the nature, purpose and scope of processing shall be as follows:

(a) **Insert information around the processing that the Consultant will be expected to do.**

8.4 The Consultant shall, in relation to any Personal Data processed in connection with the Engagement:

- (a) process that Personal Data only on written instructions of ORE Catapult;
- (b) keep the Personal Data confidential;
- (c) comply with ORE Catapult’s data protection policy and other policies relating to data;
- (d) comply with ORE Catapult’s reasonable instructions with respect to processing Personal Data;
- (e) not transfer any Personal Data outside of the UK without the express written consent of ORE Catapult (where consent may be subject to qualifications);
- (f) assist ORE Catapult in responding to any data subject access request and to ensure compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators;
- (g) notify ORE Catapult without undue delay on becoming aware of a Personal Data breach or communication which relates to ORE Catapult’s or Consultant’s compliance with the Data Protection Legislation;
- (h) at the written request of ORE Catapult, delete or return Personal Data (and any copies of the same) to ORE Catapult on termination of the Engagement unless required by the Data Protection Legislation to store the Personal Data; and
- (i) maintain complete and accurate records and information to demonstrate compliance with this clause and allow for audits by ORE Catapult or ORE Catapult’s designated auditor.

- 8.5 The Consultant shall ensure that they have in place appropriate technical or organisational measures, reviewed and approved by ORE Catapult, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures. Such measures may include, where appropriate:
- (a) pseudonymising and encrypting Personal Data;
 - (b) ensuring confidentiality, integrity, availability and resilience of its systems and services;
 - (c) ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident; and
 - (d) regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it.
- 8.6 ORE Catapult does not agree to the Consultant appointing any third-party processor of Personal Data under these Terms without ORE Catapult's express written consent.
- 8.7 The Consultant shall indemnify ORE Catapult and any Group Company for any loss, liability, costs (including legal costs), damages, or expenses resulting from any breach by the Consultant or a sub-processor engaged by the Consultant in accordance with the terms of this clause, of the Data Protection Legislation, and shall maintain in force full and comprehensive Insurance Policies.
- 8.8 Where the Consultant is required to process any special category data (as defined in Data Protection Legislation) the Consultant may be required to enter into a separate data processing agreement with ORE Catapult.

9. Intellectual property

- 9.1 Nothing in these Terms affects the ownership of or transfers or licences any pre-existing Intellectual Property Rights of either party except as expressly set out herein. The Consultant hereby assigns to ORE Catapult all Intellectual Property Rights in the Outputs and/or Services and the Inventions and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under these Terms, the Consultant holds legal title in these rights and inventions on trust for ORE Catapult.
- 9.2 The Consultant undertakes:
- (a) to notify to ORE Catapult in writing full details of any Inventions promptly on their creation;

- (b) to keep details of all Inventions confidential;
- (c) whenever requested to do so by ORE Catapult and in any event on the termination of the Engagement, promptly to deliver to ORE Catapult all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Outputs and the process of their creation which are in their possession, custody or power;
- (d) not to register nor attempt to register any of the Intellectual Property Rights in the Works, nor any of the Inventions, unless requested to do so by ORE Catapult; and
- (e) to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Outputs and the Inventions has passed, or will pass, to ORE Catapult.

9.3 The Consultant warrants to ORE Catapult that:

- (a) they have not given and will not give permission to any third party to use any of the Outputs or the Inventions, nor any of the Intellectual Property Rights in the Works;
- (b) they are unaware of any use by any third party of any of the Outputs or Intellectual Property Rights in the Works; and
- (c) the use of the Outputs or the Intellectual Property Rights in the Outputs by ORE Catapult will not infringe the rights of any third party.

9.4 The Consultant shall indemnify ORE Catapult and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by ORE Catapult, or for which ORE Catapult may become liable, with respect to any intellectual property infringement claim or other claim relating to the Outputs or Inventions supplied by the Consultant to ORE Catapult during the course of providing the Services. The Consultant shall maintain adequate liability insurance and shall supply a copy of the policy to ORE Catapult on request. ORE Catapult may at its option satisfy this indemnity (in whole or in part) by way of deduction from any payments due to the Consultant.

9.5 The Consultant waives any moral rights in the Outputs to which they are now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and agrees not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such Outputs or other materials infringes the Consultant's moral rights.

- 9.6 The Consultant acknowledges that, except as provided by law, no further fees or compensation other than those provided for in these Terms are due or may become due to the Consultant in respect of the performance of their obligations under this clause 9.
- 9.7 The Consultant undertakes, at the expense of ORE Catapult, at any time either during or after the Engagement, to execute all documents, make all applications, give all assistance and do all acts and things as may, in the opinion of ORE Catapult, be necessary or desirable to vest the Intellectual Property Rights in, and to register them in, the name of ORE Catapult and to defend ORE Catapult against claims that Outputs embodying Intellectual Property Rights or Inventions infringe third party rights, and otherwise to protect and maintain the Intellectual Property Rights in the Outputs and the Inventions.
- 9.8 The Consultant irrevocably appoints ORE Catapult to be their attorney in their name and on their behalf to execute documents, use the Consultant's name and do all things which are necessary or desirable for ORE Catapult to obtain for itself or its nominee the full benefit of this clause.

10. Insurance and liability

- 10.1 The Consultant shall have personal liability for and shall indemnify ORE Catapult and any Group Company for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the Consultant or a Substitute engaged by the Consultant of the terms of the Contract including any negligent or reckless act, omission or default in the provision of the Services and shall accordingly maintain in force during the Engagement full and comprehensive Insurance Policies.
- 10.2 The Consultant shall ensure that the Insurance Policies are taken out with reputable insurers acceptable to ORE Catapult and that the level of cover and other terms of insurance are acceptable to and agreed by ORE Catapult.
- 10.3 The Consultant shall on request supply to ORE Catapult copies of such Insurance Policies and evidence that the relevant premiums have been paid.
- 10.4 The Consultant shall comply with all terms and conditions of the Insurance Policies at all times. If cover under the Insurance Policies shall lapse or not be renewed or be changed in any material way or if the Consultant is aware of any reason why the cover under the Insurance Policies may lapse or not be renewed or be changed in any material way, the Consultant shall notify ORE Catapult without delay.

11. Termination

11.1 Notwithstanding the provisions of clause 2.2, ORE Catapult may terminate the Engagement with immediate effect with no liability to make any further payment to the Consultant (other than in respect of amounts accrued before the Termination Date) if at any time the Consultant:

- (a) commits any gross misconduct affecting the business of ORE Catapult or any Group Company;
- (b) commits any serious or repeated breach or non-observance of any of the provisions of the Contract or refuses or neglects to comply with any reasonable and lawful directions of ORE Catapult;
- (c) is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);
- (d) is in the reasonable opinion of ORE Catapult negligent or incompetent in the performance of the Services;
- (e) is declared bankrupt or makes any arrangement with or for the benefit of their creditors or has a county court administration order made against them under the County Court Act 1984;
- (f) dies or is incapacitated (including by reason of illness or accident) from providing the Services for an aggregate period of [NUMBER] days in any [52-week] consecutive period;
- (g) commits any fraud or dishonesty or acts in any manner which in the opinion of ORE Catapult brings or is likely to bring the Consultant or ORE Catapult or any Group Company into disrepute or is materially adverse to the interests of ORE Catapult or any Group Company;
- (h) commits any breach of ORE Catapult's policies and procedures;
- (i) commits any offence under the Bribery Act 2010; or
- (j) commits a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017 or a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017.

11.2 The rights of ORE Catapult under clause 11.1 are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of the Contract on the part of the Consultant as having brought the agreement to an end. Any delay by ORE Catapult in exercising its rights to terminate shall not constitute a waiver of these rights.

11.3 ORE Catapult may terminate the Engagement at its convenience by giving sixty (60) days' prior written notice to the Consultant.

12. Obligations on termination

On the Termination Date the Consultant shall:

- (a) immediately deliver to ORE Catapult all ORE Catapult Property and original Confidential Information in their possession or under their control;
- (b) subject to ORE Catapult's data retention guidelines, irretrievably delete any information relating to the business of ORE Catapult or any Group Company stored on any magnetic or optical disk or memory (including but not limited to any Confidential Information) and all matter derived from such sources which is in their possession or under their control outside the premises of ORE Catapult. This obligation includes requiring any Substitute to delete such information where applicable. The contact details of business contacts made during the Engagement are regarded as Confidential Information and, as such, must be deleted from personal social or professional networking accounts; and
- (c) provide a signed statement that they have complied fully with their obligations under this clause 12, together with such evidence of compliance as ORE Catapult may reasonably request.

13. Status

13.1 The relationship of the Consultant to ORE Catapult will be that of independent contractor and nothing in the Contract shall render them an employee, worker, agent or partner of ORE Catapult and the Consultant shall not hold themselves out as such.

13.2 The Contract constitutes a contract for the provision of services and not a contract of employment and accordingly the Consultant shall be fully responsible for and shall indemnify ORE Catapult or any Group Company for and in respect of:

- (a) any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where the recovery is not prohibited by law. The Consultant shall further indemnify ORE Catapult against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by ORE Catapult in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and

- (b) any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Consultant or any Substitute against ORE Catapult arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of ORE Catapult.
- 13.3 ORE Catapult may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Consultant.

14. Notices

- 14.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at the address given in these Terms under the definition of "ORE Catapult" or as otherwise notified in writing to the other party; or
 - (b) by email, to the following addresses:
 - (i) for ORE Catapult: procurement@ore.catapult.org.uk
 - (ii) for the Consultant: [insert email address]
- 14.2 Unless proven otherwise, any notice or communication shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the address given in these Terms or given to the addressee; or
 - (b) 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; or
 - (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume, providing that no bounce back or non-deliverable message is received in return.
- 14.3 If deemed receipt under clause 14.2 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this clause 14.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 14.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

15. Entire agreement

- 15.1 These Terms and the rest of the Contract constitutes the entire agreement between the parties and any Group Company and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 15.2 Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.
- 15.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

16. Variation

No variation of the Contract or of any of the documents referred to in it shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17. Third party rights

- 17.1 Except as expressly provided elsewhere in these Terms, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms.
- 17.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under these Terms are not subject to the consent of any other person.

18. Governing law

The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

19. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

20. Survival

Any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.