



Redstone Software & Research Ltd

Standard Conditions of Contract (for use within the G-Cloud 14 framework).

1 GENERAL INFORMATION

Customer Her Majesty's Government (HMG), (The Authority)
G-Cloud administrator Crown Commercial Services (CCS)

Company name: Redstone Software & Research Ltd (Redstone)
Company number: 2367401
DUNS number: 503472243
Postal address: PO Box 172, Petersfield, Hants, GU31 4WU
Email: gcloud@redstonesystems.co.uk
Telephone number: 03333 407704
Mobile: 07802 568036

2 BASIS OF AGREEMENT

2.1 This agreement is subject to English law.

2.2 For the avoidance of doubt it is agreed that subject to clause 8 hereof and the provision of information referred to in this clause Redstone shall be free to provide Services for such other person, firm or company as it wishes.

3 SPECIAL CONDITIONS AND SERVICES

3.1 None.

3.2 *<List any special or unusual characteristics of the services to be supplied, eg non-standard payment terms>*

4 STANDARD TERMS AND CONDITIONS

4.1 Details of specific work which Redstone is to be asked to undertake shall be defined by the G-Cloud tasking. The Services shall be performed by one or more of Redstone's team as Redstone may consider appropriate ("the Staff").

4.2 Redstone has the right, at its own expense, to enlist additional or substitute Staff in the performance of the Services or may sub-contract all or part of the Services, provided that Redstone provides details, whenever practicable, of the proposed substitute or sub-contractor at least two weeks ahead of the planned substitution and subject to Redstone being reasonably satisfied that such Staff or sub-contractor has the required skill, qualifications, resources and personnel to provide the Services to the required standard.

4.3 Where Redstone provides a substitute or sub-contracts all or part of the Services pursuant to clause 4.2 above, Redstone shall be responsible for paying the substitute or sub-contractor and shall ensure that any agreement between Redstone and any such substitute or sub-contractor shall contain obligations which correspond to the obligations of Redstone under the terms of this Agreement and Redstone shall remain responsible for the acts or omissions of any such substitute or sub-contractor. Redstone shall ensure that all properly submitted invoices from Redstone's subcontractor(s) are paid within 31 days of receipt of payment by Redstone.

4.4 Redstone shall take all reasonable steps to avoid any unplanned changes of Staff assigned to the performance of the Services but if Redstone is unable for any reason to perform the Services Redstone shall inform the Authority as soon as is practicable and in such case Redstone may provide a substitute subject to the provisions of clause 4.2.

4.5 Due to the specialised nature of the work there may be a lengthy learning process for any Staff prior to becoming familiar with the work. As a result where substitute or additional staff are provided or where the performance of all or part of the Services is sub-contracted, Redstone shall provide, at its own expense (it being accepted by the parties that it might not be possible in circumstances provided for pursuant to clause 4.4 above), an overlap of up to 10 working days for such substitute or additional Staff or any such sub-contractor.

4.6 Redstone shall not be required to provide any advice and assistance in addition to the Services and any request to provide such additional advice and assistance shall be subject to the prior approval of Redstone and agreement between Redstone and the Authority as to the level of fees payable for such additional advice and assistance.

- 4.7 Redstone's Staff, substitutes or sub-contractors are professionals who will use their own initiative as to the manner in which the Services are delivered provided that in doing so Redstone shall co-operate with the Authority and comply with all reasonable and lawful instructions of the Authority.
- 4.8 Redstone may provide the Services at such times and on such days as Redstone shall decide but shall ensure that Redstone provides the Services on such days and at such times as are necessary for the proper performance of the Services.
- 4.9 The relationship between the parties is between independent entities acting at arm's length and nothing contained in this Agreement shall be construed as constituting or establishing any partnership or joint venture or relationship of employer and employee between the parties or their personnel and neither party has the authority to bind the other in any way. Redstone or Redstone's Client shall not be entitled to or seek to exercise any supervision, direction or control over Redstone or their Staff in the manner of performance of the Services save that Redstone gives such reasonable and lawful instructions as may be needed to indicate to the Staff what is the nature of the work and the timescales within which the work is to be completed or, where necessary, to ensure adherence to matters of policy, for example, adherence to health and safety or security.

5 FEES AND EXPENSES

- 5.1 Redstone shall invoice **<on the basis to be agreed>**, in arrears and not more frequently than on a monthly basis provided that the Services have been carried out to the reasonable satisfaction of the Authority (being any person, firm, organisation or company to whom Redstone is providing Services). Settlement of fees will be made by cleared funds 31 days after receipt of the valid invoice from Redstone or arrangements have been made in writing to the contrary. All day rate invoices shall detail the days/hours worked and the expenditure and allowances (if any) claimed. All firm price invoices shall detail the amount agreed for the defined package of work. Where applicable, receipted VAT invoices shall be produced to evidence any expenses claimed. Items of expenditure other than those referred to in **<define>** shall only be reimbursed provided prior authorisation has been given by the Authority in writing.
- 5.2 When Client charges are calculated on a time basis it is necessary for Redstone to provide the Authority with a detailed record of time spent performing the Services. This record shall be provided on a basis to be agreed between Redstone and the Authority before the commencement of any assignment. When a fixed fee has been agreed for the work it will be necessary to raise an invoice on completion of the work or at such times as might be agreed between the parties.
- 5.3 This agreement is in support of **<an HMG contract>** contract. The terms of this agreement are, where appropriate, issued on a back-to-back arrangement with the end Client(s) listed in **<list – for setting std T&S rates>**. Any expenses to be paid will fall directly in line with their stipulated Terms of Contract.
- 5.4 Redstone shall be responsible for all arrangements for the declaring and paying of income or corporation tax (as appropriate) and National Insurance contributions.
- 5.5 The rates quoted in **<doc ref>** are exclusive of VAT. Redstone is registered for VAT, Redstone shall be responsible raising invoices that comply with the extant

requirements for a proper VAT invoice including showing the governing rate of VAT, the amount of VAT charged and the gross value of the invoice.

6 TECHNICAL DATA/EQUIPMENT

6.1 Due to the potentially classified nature of the Services, the Authority will provide a secure environment within which Redstone will perform the Services. Redstone is required to take to the location any additional data or equipment that might be needed to provide the Services. Redstone shall be responsible for any such data or equipment and shall indemnify the Authority against any claim in respect of loss or damage except to the extent that the same may have been caused by the negligence or default of the Authority, to the extent required by law.

6.2 Redstone shall not use any equipment or Service which is provided by the Authority or made available for use, without the prior written permission of the Authority for any purpose other than in the proper fulfilment of the tasks under this contract. Such permission is not to be unreasonably withheld.

7 TERMINATION

7.1 This agreement may be terminated by either party by giving the other thirty-five days prior written notice.

7.2 This agreement shall be subject to immediate termination by the Authority in the following circumstances:

- a) If in the reasonable opinion of the Authority the conduct or standard of work of Redstone is unsatisfactory
- b) If the project with the Authority is terminated for any reason or if the completion of the assignment is prevented by causes of any kind beyond the Authority's reasonable control or which it could not with reasonable diligence have avoided
- c) If Redstone is in material breach of any of the terms and conditions contained in this Agreement
- d) If Redstone is declared bankrupt, or being a company enters into liquidation or makes any arrangement or composition with creditors

Likewise, this agreement shall be subject to immediate termination by Redstone if:

- a) The Authority is in material breach of any of the terms and conditions contained in this Agreement.

In either case the aggrieved party must take action in accordance with paragraph 7.2 against the other party in writing within 30 days of becoming aware of the situation.

7.3 All invoices for work properly due to Redstone in respect of such unsatisfactory work up to the date of termination will only be paid by the Authority in accordance with this contract and in any event will not include payment by way of compensation or otherwise in respect of such termination or in respect of such work that has been left undone, or which had been done prior to such termination contrary to any directive given by an authorized representative of the Authority or to any specific provision of this Contract.

7.4 Upon completion or termination of the Services, the Authority shall not be under any obligation to offer Redstone further work, nor shall Redstone be under any obligation to accept any offer of work made by the Authority.

8 REDSTONE'S OBLIGATIONS

8.1 Redstone's staff shall at all times while carrying out work under this Agreement:

- a) Conform to the code of professional conduct laid down by the British Computer Society and not operate in any way which could be considered detrimental or harmful to the business activities of Redstone or its Client(s) and in accordance with Appendix A
- b) Not use the opportunity afforded by this Agreement to advance the Services of any undertaking concern or person other than Redstone without the given written consent of Redstone
- c) Submit written reports to the Client and/or Redstone as might be requested by Redstone in such manner as may reasonably be specified by Redstone
- d) Keep the details of this agreement confidential at all times; including not discussing any part of this agreement with any other Redstone employee, Supplier or Associate, or any of Redstone's Clients, Associates or Employees or any other party except in the proper course of the provision of the Services, other than as required by law
- e) Not load any item onto any Authority or Redstone owned or provided computer that has not been authorised in advance. Where Redstone uses their own equipment (tools of the trade), Redstone shall use reasonable endeavours to ensure that any item transferred to any computer is free from all viruses or other malicious code.
- f) Comply with any statutory rules or regulations including but not limited to those relating to health and safety, together with such procedures of Redstone relating only to the provision of the Services as Redstone notifies Redstone and/or its Staff and any substitutes or sub-contractors that it is essential that Redstone and its Staff and any substitutes and sub-contractors comply with properly to perform the Services.
- g) Subject only to the rules and regulations notified in accordance with 8.1 f above Redstone and its Staff and any substitutes and sub-contractors shall not be bound by the policies and procedures which an employee of the Authority would be bound by.

8.2 Since in the course of providing Services under this Agreement Redstone might obtain confidential information concerning Redstone and its Clients, Redstone will not either before or after the termination of the Agreement with Redstone use or disclose to any person whatsoever any confidential information or trade secrets relating to Redstone or its Clients or to their respective businesses or affairs of which Redstone may become possessed during the provisions of the Services except in the proper course of the provision of the Services or as authorised in writing by Redstone or as ordered by a Court of competent jurisdiction or if such information shall have become public other than by unauthorised disclosure.

- 8.3 In view of the access to trade secrets, confidential information and trade connections which Redstone will have, Redstone will not by making use of the same obtained by virtue of this Agreement during the term of the Agreement or for a period of six (6) months thereafter either on its own account or for any other person, firm or company directly or indirectly solicit, interfere with endeavour to entice away from the Authority's project team, employ any person who is employed by or engaged to provide to supply Services to the Authority's project team or (if such employment or engagement has terminated) was so employed or engaged at the time of such termination whether or not any such person would commit a breach of their contract with the Authority or one of Redstone's Clients by reason of leaving or not.
- 8.4 Nothing in clause 8.3 above shall be construed as restricting Redstone from working for any other organisation.
- 8.5 Copyright, and all other intellectual property, in any material produced by Redstone in the provision of the Services on an assignment shall vest absolutely with Redstone, unless advised by the Authority in writing to the contrary. Redstone shall (and at the expense of Redstone) execute all such documents as might be necessary to vest all rights, title and interest in any work created in the provision of the Services to Redstone or to evidence or protect such rights. In the event that the Authority wishes to take control or ownership of copyright or other intellectual property, the Authority shall (and at the expense of the Authority) execute all such documents as might be necessary to vest all rights, title and interest in any work created in the provision of the Services to the Authority or to evidence or protect such rights.
- 8.6 Redstone provides a FOC (Free of Charge) Licence to use Redstone's IP while the contract is active. For Redstone's IP, all licences shall cease at the termination of the contract. For production IP, under clause 11.4 of the G-Cloud 12 Call-off Conditions, Redstone wishes to advise the Authority that certain standard products (including those of international business such as Microsoft, Oracle or Google) are not available as open source, and licences to use their products are offered on the terms of those businesses, which are beyond Redstone's control. Before embedding any future third-party IP in a Redstone maintained product, Redstone will engage with the Authority to discuss and agree the options, licencing implications and costs, including on-going costs to the Authority. On contract termination, Redstone will negotiate with the Authority, on a reasonable basis, the issuing of a licence to enable the Authority on-going use of Redstone IP. This negotiation shall be capped at a total of all additional licence payments, for Redstone owned IP, not to exceed £0.25m.
- 8.7 Redstone shall make its own arrangements for any personal insurance cover in respect of professional negligence, accident illness and/or third-party liability. For public liability Redstone shall arrange a minimum level of cover of £1m (one million pounds) per incident. However, if any of Redstone's staff are sent abroad for two or more contiguous days as part of an assignment, the Authority will purchase insurance for such staff (free of charge) for medical cover and personal belongings. It is Redstone's responsibility to ensure with the Authority that the insurance has been effected or no cover will be in place and the Authority shall not be liable for any claims. If driving, Redstone shall ensure the required licence(s) are held. If travelling by a motor vehicle, Redstone shall ensure that suitable Business Use (eg Class 1) motor vehicle insurance has been enacted.
- 8.8 Except in so far as provided for in this Contract and/or as prohibited by law the Authority shall not in any other respect be liable to Redstone whether in contract, tort

or otherwise for the negligent acts or omissions of Redstone or Redstone's staff whilst supporting the Client under this Contract, nor shall the Authority be liable to Redstone in any event for any damage or loss or liability howsoever caused including consequential loss, loss of profit, or for any other loss whatsoever.

- 8.9 Redstone shall maintain adequate insurance or take other measures to cover its liabilities under this Contract and agrees to provide bona fide copies of such insurance policies to the Authority as may be required from time to time.
- 8.10 For the avoidance of doubt, in the case of Redstone becoming liable to pay damages under the Client Contract to the Client for reasons attributable to any act or omission on the part of the Redstone's staff, Redstone shall accept liability for any such damages.
- 8.11 Any period of leave exceeding four consecutive working days shall be agreed in writing in advance with the Authority. So far as it is possible, Redstone will avoid arranging any leave close to scheduled acceptance or major delivery events.
- 8.12 Accepting this Contract confirms that the tax affairs Redstone and the personal taxes of the Redstone's directors are fully up-to-date, and correctly recorded and disclosed to the Inland Revenue.
- 8.13 During the term of this Contract, Redstone shall keep the tax affairs of Redstone and the Redstone's directors up-to-date, and correctly recorded and disclosed to the Inland Revenue.
- 8.14 For the avoidance of doubt, "tax affairs" includes payroll taxes, corporation taxes, income taxes, value added taxes and capital gains taxes.
- 8.15 Except that Redstone is working on this Contract and a very high-level description of the nature of the work, (unless prohibited separately), Redstone agrees that it shall not publicise or issue any publicity material in relation to the Contract without prior written approval from the Authority.
- 8.16 Redstone hereby confirms that it has no other liability or responsibility for or to any other party which would exclude Redstone from working on this Contract.

9 RETURN OF PROPERTY

- 9.1 Before the completion of any assignment or upon the termination thereof for whatever reason Redstone shall deliver up to the Authority all original and copy records, papers, drawings, documents, models, computer programs, material and other property belonging to the Authority which are in the possession or under control of Redstone and no copies thereof shall be retained by Redstone or by anyone on its behalf, or alternatively destroy such material in an appropriate manner.

10 AGREEMENT

- 10.1 The construction, validity and performance of this agreement shall be governed in all respects by English law.
- 10.2 At no time shall Redstone have the right to hold itself out as being the authorised agent or representative of the Authority other than for the purposes of this agreement and shall have no authority to enter into any binding commitments on behalf of the Authority.

11 WAIVER

- 11.1 Any failure on the part of Redstone to enforce or require the strict adherence and performance of any terms and conditions of this agreement shall not constitute a waiver of such terms or conditions and shall not affect the right of Redstone at any time to avail itself of such remedies as it may have for any subsequent breach.

12 SEVERABILITY

- 12.1 The proven invalidity or unenforceability of any term or condition of this Contract shall not affect the validity or enforceability of any other provision of this Contract which shall continue in full force and effect except for any such invalid or unenforceable term or condition.

13 ENTIRE AGREEMENT

- 13.1 This Agreement and the attached Appendix supersede all prior negotiations, representations and agreements related to the subject of this agreement either written or oral. (No changes, alterations or modifications to the Agreement shall be effective unless in writing and signed by the parties hereto).

14 FORCE MAJEURE

- 14.1 Redstone shall not be liable for any breaches of its obligations under this Agreement resulting from causes beyond its reasonable control including but not limited to Acts of God, enemy, fire, flood, explosion or other catastrophe, including pandemics.
- 14.2 The Authority accepts that Redstone shall not be liable for any breaches of its obligations under this Agreement resulting from causes beyond its reasonable control including but not limited to Acts of God, enemy, fire, flood, explosion or other catastrophe, including pandemics.

15 GENERAL MATTERS

- 15.1 Words denoting the singular also include the plural and vice versa.
- 15.2 The headings in this agreement are inserted for convenience only and shall not affect its construction.
- 15.3 The use of "it", "its", "he" or "his" shall refer to "she" or "her(s)" etc. as the context requires throughout this agreement.
- 15.4 The Clauses hereof which shall survive the termination of this Contract shall include but not be limited to Clause 8.3.

Executed on the date appearing at the head of this agreement

Signed by <name> for)
and on behalf of Redstone Software & Research)
)

Signed by <name> for)
and on behalf of <organisation>)
)

Appendix A - Contractor's Personnel at Government Establishments (11/22)

Definitions

1. Reference in this Condition to:
 - a. 'Government Establishment' or 'site' shall be deemed to include any of His Majesty's Ships or Vessels and Service Stations;
 - b. 'Officer in Charge' shall be deemed to include Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Heads of Government Establishments; and
 - c. 'Contractor's Representative(s)' shall be deemed to include the Contractor's employees, agents and subcontractors.

General

2. The following general provisions apply:
 - a. The Officer in Charge shall provide such available administrative and technical facilities for the Contractor's Representatives employed at Government Establishments for the purpose of the Contract as may be necessary for the effective and economical discharge of work under the Contract. These facilities will be provided free of charge unless otherwise stated in the Contract. The status to be accorded to the Contractor's Representatives for messing purposes will be at the discretion of the Officer in Charge.
 - b. Any land or premises (including temporary buildings) made available to the Contractor by the Authority in connection with the Contract shall be made available to the Contractor free of charge, unless otherwise stated in the Contract, and shall be used by the Contractor solely for the purposes of performing the Contract. The Contractor shall have the use of such land or premises as licensee and shall vacate the same upon completion of the Contract. Any utilities required by the Contractor shall be subject to the charges set out in the Contract.
 - c. The Contractor shall have no claim against the Authority for any additional cost or delay occasioned by the closure for holidays of Government Establishments, where this is made known to them prior to entering into the Contract.

Liability in Respect of Damage to Government Property

3. Without prejudice to the provisions of DEFCON 611(SC2) (Issued Property) and of SC2 Conditions of Contract Clause 27.d, where those conditions form part of the Contract, the Contractor shall, except as otherwise provided for in the Contract, make good or, at the option of the Authority, pay compensation for all damage occurring to any Government Property, which includes land or buildings, occasioned by the Contractor, or by any of their Representatives, arising from the Contractor's or their Representatives' presence on a Government Establishment in connection with the Contract, provided that this Condition shall not apply to the extent that the Contractor is able to show that any such damage was not caused or contributed to by any circumstances within the Contractor's or their Representatives' reasonable control.

4. The total liability of the Contractor under Clause 3 herein shall be subject to any limitation specified in the Contract.

Contractor's Property

5. All property of the Contractor and their Representatives shall be at the risk of the Contractor whilst it is on any Government Establishment, and the Authority shall accept no liability for any loss or damage howsoever occurring thereto or caused thereby, except as follows:

- a. where any such loss or damage was caused or contributed to by any act, neglect or default of any Government Servant, agent or contractor then the Authority shall accept liability therefor to the extent to which such loss or damage is so caused or contributed to as aforesaid; and
- b. where any property of the Contractor has been taken on charge by the Officer in Charge, and a proper receipt has been given therefor, then the Authority shall be liable for any loss or damage occurring to that property while held on such charge as aforesaid.

Contractor's Representatives

6. The Contractor shall submit in writing to the Authority for approval, initially and as necessary from time to time, a list of those of their Representatives who may need to enter a Government Establishment for the purpose of, or in connection with, work under the Contract, giving such particulars as the Authority may require, including full details of birthplace and parentage of any such Representative who:

- a. was not born in the United Kingdom; or
- b. if they were born in the United Kingdom, were born of parents either or both of whom were not born in the United Kingdom.

7. The Authority shall issue passes for those Representatives who are approved by it in accordance with Clause 6 herein for admission to a Government Establishment and a Representative shall not be admitted unless in possession of such a pass. Passes shall remain the property of the Authority and shall be surrendered on demand or on completion of the work.

8. Notwithstanding the provisions of Clauses 6 and 7 hereof if, in the opinion of the Authority, any Representative of the Contractor shall misconduct themselves, or it shall not be in the public interest for any person to be employed or engaged by the Contractor, the Contractor shall remove such person without delay on being required to do so and shall cause the work to be performed by such other person as may be necessary.

9. The decision of the Authority upon any matter arising under Clauses 6 to 8 inclusive shall be final and conclusive.

Observance of Regulations

10. The following provisions apply:

- a. The Contractor shall ensure that their Representatives have the necessary probity (by undertaking the Government's Baseline Personnel Security Standard) and, where applicable, are cleared to the appropriate level of

security when employed within the boundaries of a Government Establishment.

- b. Where the Contractor requires information on the Government's Baseline Personnel Security Standard (the Standard) or security clearance for their Representatives or is not in possession of the relevant rules, regulations or requires guidance on them, they shall apply in the first instance to the Project Manager / Equipment Support Manager.
- c. On request, the Contractor shall be able to demonstrate to the Authority that the Contractor's processes to assure compliance with the standard have been carried out satisfactorily. Where that assurance is not already in place, the Contractor shall permit the Authority to inspect the processes being applied by the Contractor to comply with the Standard.
- d. The Contractor shall comply and shall ensure that their Representatives comply with the rules, regulations and requirements that are in force whilst at that Establishment which shall be provided by the Authority on request.
- e. When on board ship, compliance with the rules, regulations, and requirements shall be in accordance with the Ship's Regulations as interpreted by the Officer in Charge. Details of those rules, regulations and requirements shall be provided on request by the Officer in Charge.

Transport Overseas

11. Where the Contractor's Representatives are required by the Contract to join or visit a Government Establishment overseas, transport between the United Kingdom and the place of duty (but excluding transport within the United Kingdom) shall be provided free of charge by the Authority whenever possible, normally by Royal Air Force or by MOD chartered aircraft. The Contractor shall make such arrangements through the Project Manager / Equipment Support Manager named for this purpose in the Contract. When such transport is not available within a reasonable time, or in circumstances where the Contractor wishes their Representatives to accompany materiel for installation which they are to arrange to be delivered, the Contractor shall make their own transport arrangements. The Authority shall reimburse the Contractor's costs for such transport of their Representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the Contractor's Representatives locally overseas which is necessary for the purposes of the Contract shall be provided wherever possible by the Authority and, where so provided, will be free of charge.

Medical Treatment Overseas

12. Out-patient medical treatment given to the Contractor's Representatives by a Service Medical Officer or other Government Medical Officer at a Government Establishment overseas shall be free of charge. Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Establishment, and transportation of the Contractor's Representatives back to the United Kingdom, or elsewhere, for medical reasons, shall be charged to the Contractor at the appropriate local rate.

Injuries, Disease and Dangerous Occurrences

13. The Contractor shall report any injury, disease or dangerous occurrence at any Government Establishment arising out of the performance of this Contract, which is required

to be reported under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR) to the Officer in Charge of the relevant Government Establishment. This would be in addition to any report, which the Contractor may be required to submit under RIDDOR to the relevant enforcing authority (e.g. Health and Safety Executive or Local Authority).

Dependants of Contractor's Representatives

14. No assistance from public funds, and no messing facilities, accommodation or transport overseas shall be provided for dependants or members of the families of the Contractor's Representatives. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current MOD rates.

Provision of Funds Overseas

15. The Contractor shall, wherever possible, arrange for funds to be provided to their Representatives overseas through normal banking channels (e.g. by travellers cheques). If banking or other suitable facilities are not available, the Authority shall, upon request by the Contractor and subject to any reasonable limitation required by the Contractor, make arrangements for payments, converted at the prevailing rate of exchange (where applicable), to be made by the Establishment to which the Contractor's Representatives are attached. All such advances made by the Authority shall be recovered from the Contractor.

Health and Safety Hazard Control

16. Where the Contractor enters a Government Establishment for the purpose of performing work under the Contract:

- a. The Contractor shall notify the Officer in Charge or the site project liaison officer or overseeing officer nominated in the Contract of:
 - (1) any health and safety hazards associated with the work to be performed by them or any of their Representatives;
 - (2) any foreseeable risks to the health and safety of all persons associated with such hazards; and
 - (3) any precautions to be taken by them as well as any precautions which, in their opinion, ought to be taken by the Authority, in order to control such risks.
- b. The Authority shall notify the Contractor of:
 - (1) any health and safety hazards which may be encountered by the Contractor or any of their Representatives on the Government Establishment;
 - (2) any foreseeable risks to the health and safety of the Contractor or any of their Representatives, associated with such hazards; and
 - (3) any precautions to be taken by the Authority as well as any precautions which, in its opinion, ought to be taken by the Contractor, in order to control such risks.
- c. The Contractor shall notify their Representatives of and, where appropriate, provide adequate instruction in relation to:

- (1) the hazards, risks and precautions notified by them to the Authority under sub-Clause 16.a.;
 - (2) the hazards, risks and precautions notified by the Authority to the Contractor under sub-Clause 16.b.; and
 - (3) the precautions which, in their opinion, ought to be taken by their Representatives in order to control those risks.
- d. The Contractor shall provide the Officer in Charge or the site project liaison officer or overseeing officer nominated in the Contract with:
 - (1) copies of those sections of their own and, where appropriate, their Representatives' Safety Policies which are relevant to the risks notified under sub-Clause 16.a.;
 - (2) copies of any related risk assessments; and
 - (3) copies of any notifications and instructions issued by them to their Representatives under sub-Clause 16.c.
- e. The Authority shall provide the Contractor with:
 - (1) copies of those sections of its own Safety Policies which are relevant to the risks notified under sub-Clause 16.b.;
 - (2) copies of any related risk assessments; and
 - (3) copies of any notifications and instructions issued by it to its employees similar to those called for from the Contractor under sub-Clause 16.c

APPENDIX B – SOFTWARE LICENCE

Grant of Software Licence Terms and Conditions

1. DEFINITIONS

"**Licensed Program**" shall mean the computer software owned or distributed by the **Licensor**, for which the **Licensee** is granted a Licence pursuant to this Agreement, together with the related Documentation and User Guides as detailed in Part 1 of the Schedule hereto.

"**Licensor**" shall mean Redstone Software & Research Ltd.

"**Licensee**" shall mean the party whose authorised signature appears herein below.

"**Equipment**" shall mean the Designated Equipment defined in Part 2 of the Schedule hereto.

"**Standalone Use**" shall mean installation, storage or operation of the **Licensed Program** on a standalone or networked PC without reference or connection to any other copy of the **Licensed Program**.

"**Networked Use**" shall mean installation, storage or operation of the **Licensed Program** on a networked PC in conjunction with other **Licensed Programs** to form a facility of 2 or more PCs on a network.

2. SCOPE

These terms and conditions shall take precedence over the terms and conditions shown on the **Licensee's** order documentation, and the acceptance by the **Licensee** of the **Licensed Program** shall be conclusive evidence that the **Licensee** accepts the **Licensed Program** subject to these terms and conditions.

3. LICENCE

The Licence allows the **Licensee**, his employees and sub-contractors when working on the **Licensee's** business, to use the **Licensed Program** on a non-exclusive and non-transferable basis only on the **Equipment** at the **Designated Site** as defined in

Part 3 of the Schedule hereto. The **Licensee** may not otherwise provide any **Licensed Program**, in any form, to any other person.

For the purpose of this clause "use" shall mean:-

(a) that defined within Part 7 of the Schedule hereto;

(b) Copying all or any portion of any **Licensed Program** from store units or media into the **Equipment** for processing or for producing copies for security purposes and includes utilising the documentation associated with the **Licensed Program** in supporting these actions.

(c) During a period of malfunction of the **Equipment** the **Licensed Program** may be used on a temporary basis on another CPU under the control of the **Designated Site** if authorised in advance, in writing, by the **Licensor**.

4. **PAYMENT**

The **Licence Fee** defined in Part 5 of the Schedule hereto is payable thirty (30) days after receipt of the invoice from the **Licensor** following delivery of the **Licensed Program**.

5. **MODIFICATIONS**

Except as may be permitted by the **Licensed Program** documentation, the **Licensee** may not modify the **Licensed Program** in any way.

6. **COPIES**

A single copy of the **Licensed Program** will be provided to the **Licensee** in machine readable form. This may be executed only on the **Equipment** designated in Part 2 of the Schedule hereto. A single duplicate copy of the **Licensed Program** may be produced for security purposes. A single copy of the **Licensed Program** documentation will be provided to the **Licensee** in human readable form. Duplicate copies of the whole or any part of that **Licensed Program** document must not be made.

7. **WARRANTY**

Licensors warrants that material discrepancies between the **Licensed Program** as delivered to the **Licensors** relevant specification and reported by **Licensee** during the **Warranty Period** in Part 6 of the Schedule hereto will be corrected by the **Licensors** without further payment by the **Licensee**.

Except for the express warranty stated above, and the warranty in respect of Patent Infringement given in Clause 9, **Licensors** grants no warranties either express or implied on any **Licensed Program** or its supply medium, including all implied warranties of satisfactory quality and fitness for a particular purpose.

8. **TERM**

The Licence remains valid for the **Effective Period** of the Licence as defined in Part 4 of the Schedule hereto unless terminated earlier under the following conditions:

8.1 **Revocation for Default**

Licensors shall have the right to revoke this Licence effective five (5) days after **Licensee** receives written notice, if **Licensee** fails to comply with any of these terms and conditions or the terms and conditions of any other Licence Agreement between **Licensors** and **Licensee**. If the Licence is revoked pursuant to this paragraph, **Licensors** shall, without prejudice to any other remedy available, retain the full amount of the **Licence Fee**.

8.2 **Bankruptcy of Licensee**

Notwithstanding the above, revocation shall be effective immediately and without notice if;

- (a) a petition of bankruptcy is filed by or against **Licensee**, if **Licensee** becomes insolvent, if the **Licensee** has a receiver appointed or if **Licensee** commits or suffers any act amounting to a business failure, or
- (b) if control of the **Licensee** shall be acquired by any person or group of connected persons not having control of the **Licensee** at the date of commencement of this Licence as defined herein.

8.3 Violation of Licence

If the **Licensee** violates or permits the violation of any of the covenants set forth herein, the **Licensor** may at its sole discretion terminate the Licence forthwith. Upon such termination the **Licensee** shall immediately cease all use of the **Licensed Program** and any other associated materials and return all copies thereof to the **Licensor**. Such termination shall be without prejudice to any other rights accruing to the **Licensor** in respect of the loss of its valuable property.

8.4 Effect of Revocation

If this Licence is revoked, all rights of **Licensee** granted by **Licensor** shall cease, and within twenty-four (24) hours from the effective date of revocation of this Agreement **Licensee** shall return to **Licensor**, or at **Licensor's** request destroy, the **Licensed Program** and all copies of the **Licensed Program** within **Licensee's** possession or under its control at any time during the term of this Agreement.

The parties' rights and obligations hereunder in connection with the warranty disclaimers and protection of **Licensor's** confidential information shall remain in effect.

9. PATENT AND COPYRIGHT INDEMNIFICATION

Licensor, at its own expense, will defend and settle any action brought against **Licensee** to the extent that it is based on a claim that any **Licensed Program** used within the scope of this Licence infringes a United Kingdom patent or copyright, provided: **Licensee** notifies **Licensor** promptly in writing of the action (and all prior claims relating to such action) and **Licensor** has sole control of the defence and all negotiations for its settlement or compromise.

In the event that the **Licensed Program** becomes, or in **Licensor's** opinion is likely to become, the subject of a claim of infringement of a patent or copyright, **Licensor** may at its option either secure the **Licensee's** right to continue using the **Licensed Program**, or replace it or modify it to make it non-infringing, or if neither of the foregoing alternatives is reasonably available to **Licensor**, discontinue the **Licensed Program** upon one month's written notice.

If any notice results from **Licensor's** opinion that the **Licensed Program** is likely to become the subject of such a claim, **Licensee** may notify **Licensor** in writing within 30 days of receiving the notice that **Licensee** elects to continue to be licensed with respect to the **Licensed Program** until there has been an injunction or the claim has been withdrawn, and agrees to undertake at **Licensee's** expense the defence of any action against **Licensee** and to indemnify **Licensor** with respect to all costs and damages attributable to such continued use. **Licensor** may participate at its expense in the defence of any such action if such claim is made against **Licensor**.

Licensor shall not be liable for any claim of infringement based on:

- (1) use of a superseded or altered release of the **Licensed Program** available from **Licensor** if such infringement would have been avoided by use of a current unaltered release.

OR

- (2) the use or combination of the **Licensed Program** with programs or data not supplied by the **Licensor**,

The foregoing states the entire liability of **Licensor** with respect to infringements of any copyrights or patents by the **Licensed Programs** or any parts thereof.

Licensor's liability to the **Licensee** under this clause shall be limited to the **Licence Fee** paid by the **Licensee** for use of the **Licensed Program** concerned and the **Licensor** disclaims all and any other liability for violation, misappropriation or infringement of intellectual property rights and further disclaims any liability for incidental or consequential damages howsoever arising.

10. **RIGHTS**

The **Licensor** certifies its rights in the **Licensed Program(s)** listed overleaf and its rights to issue this Licence.

The **Licensee** expressly acknowledges the **Licensor's** ownership of intangible property in the **Licensed Program** consisting of trade secrets, patents, copyright and other information of a confidential nature. The **Licensee** undertakes to provide protection for such material and information at least to the same extent that he provides protection for his own intellectual property and assets. Without limiting the foregoing such protection shall include reasonable measures designed to:-

- (a) Prevent the removal of any of **Licensor's** property, whether real or intangible, from the **Licensee's** premises.
- (b) Prevent unauthorised copying of any material or information provided under this Licence.
- (c) Prevent distribution of any material or information provided under this Licence.
- (d) Prevent disclosure of any material or information provided under this Licence to any of **Licensee's** employees other than those who have a need to know the same for the permitted purposes, or to any third party.
- (e) Ensure that all employees having access to the material or information provided under this Licence are aware of the necessity of maintaining its confidentiality at all times.
- (f) Ensure that all employees permitted access to the **Designated Site** and to the **Equipment** comply with all the security measures required herein to protect the proprietary, confidential and trade secret information of the **Licensor** disclosed under this licence.

11. **LIMITATION OF REMEDIES**

Licensee expressly waives any and all claims against **Licensors** for damages occasioned by the loss of data or incorrect data resulting from a program malfunction of the **Licensed Program** or from the actions of **Licensors's** staff, and **Licensee** shall be responsible for any damages to third parties occasioned by such malfunction or actions. In no event shall **Licensors** be liable for any damages arising from the performance or non-performance of the **Licensed Program** or caused by the failure of **Licensee** to perform its responsibilities hereunder, or resulting from **Licensee's** incorrect use or alteration of the Licensed program.

- (a) Subject as provided in this Agreement, the liability of the **Licensor** to the **Licensee** under this Agreement, whether arising from negligence, breach of contract or otherwise, shall not exceed in aggregate £ .
- (b) The **Licensor** does not limit its liability for death or personal injury arising from its negligence or that of its employees, agents or sub-contractors.
- (c) Subject as provided in this Agreement, the **Licensor** shall not be liable to the **Licensee** for any indirect or consequential loss or damages including, without limitation, loss of business or profits whether arising from negligence, breach of contract or otherwise.

12. GENERAL

12.1 Assignment/Licence/Shared Use

Licensee shall not assign, licence, sub-licence, or otherwise transfer any rights, or delegate any duties under this Agreement, nor share the use of the **Licensed Program** with any third party not authorised to use the **Licensed Program** pursuant to this Agreement, without **Licensors** prior written consent and any attempt to do so without that consent shall be void and of no effect.

12.2 Choice of Law

This Agreement shall be governed by the laws of England and subject to the exclusive jurisdiction of the English Courts.

12.3 Attorney's Fees

In any suit, action, or proceeding to enforce this Agreement, the prevailing party shall have the right to recover its costs and reasonable attorney's fees, including costs and fees on appeal.

12.4 Entire Agreement/Amendments

This Agreement represents the entire agreement between the parties relating or pertaining to the **Licensed Program** and supersedes all prior representations, discussions, negotiations, and agreements, whether written or oral, including, without limitation, **Licensee's** order documentation, if any. This Agreement can be changed or modified only by a written agreement duly signed by persons authorised to sign agreements on behalf of **Licensors** and **Licensee**.

12.5 Severability

The unenforceability or invalidity of any provision or provisions of this Agreement shall not render any other provision or provisions herein contained unenforceable or invalid.

12.6 Waiver/Correction

Licensors failure to exercise any of its rights hereunder shall not constitute or be deemed waiver or forfeiture of such rights.

12.7 Limitation on Actions

No action, regardless of its form arising out of this Agreement shall be brought by either party more than two (2) years after the cause of action has arisen, or, in the case of non-payment, more than two (2) years from the date such payment became due.

12.8 Headings

The headings used in this Agreement are for purpose of reference only and shall not limit or define the meaning of the provisions of this Agreement.

13. **GENERAL NOTICES**

All notices required to be given hereunder shall be deemed to be properly served if sent by pre-paid post to the address of the other party **shown overleaf** and shall be deemed to have been served 24 hours after such letter was posted.

SCHEDULE NUMBER

LICENCE NUMBER:

PART 1 LICENSED PROGRAMS

PART 2 DESIGNATED EQUIPMENT

PART 3 DESIGNATED SITE

PART 4 EFFECTIVE PERIOD OF THE LICENCE

PART 5 LICENCE FEE

PART 6 WARRANTY PERIOD

PART 7 USE OF LICENCED PROGRAMS

FOR:

(THE LICENSOR)

SIGNATURE

TITLE

DATE

FOR

(THE LICENSEE)

SIGNATURE

TITLE

DATE