

## Location Partner Open Call - Homes for Healthy Ageing Programme

# FAQ

### Question 1

**How critical is the scalability and replicability of the ideas?**

The programme would be seeking solutions which have the potential to make an impact on the challenge area and the potential to scale. Location partners and CPC will carry out an evaluation review of the solutions for consideration.

### Question 2

**Who will be managing the testbed milestones and delivering the materials or related activities needed for each milestone?**

CPC will be producing the marketing materials for the open call and hosting the webinar, location partners would be invited to participate in the webinar and review solution proposals for consideration.

### Question 3

**How much support will we receive from CPC in terms of managing SMEs and rolling out the testbeds?**

The Connected Places Catapult have several dedicated teams that will help each location partner through the different stages of delivering their testbeds. These teams will provide guidance, support and direction on a day-to-day basis by offering expertise in SME development, assessing impact of solutions and experimentation design.

### Question 4

**Is there a detailed plan of the testbed timeline and related activities?**

A timeline and an overview of the activities to be delivered in each testbed can be found in our [Open Call brief](#).

### Question 5

**How much time will we have to spend per week on the project?**

Time is dependent on the scope, size and number of partners delivering each Testbed. However, we expect active engagement each week in the programme. The level of this engagement will be dependent on the phase of the testbed.

### Question 6

**Are there going to be other opportunities to apply to host a testbed?**

Due to the programme timescales, we will not be launching any later rounds after our current open call. However, if interested organisations would like to consider funding their own testbed, then the Catapult would be happy to explore this conversation further.

#### Question 7

Is forming a consortium recommended? And if so, who should the consortium be made up of?

The programme would welcome a mix of consortium members, this could consist of Local Authorities, private organisations, Health providers, Home providers, SMEs and community groups.

#### Question 8

Can location partners match the testbed funding? If so, would this be seen as desirable?

The programme would welcome co-investment from consortium partners, and it would be viewed as a desirable (not essential) contribution by applications.

#### Question 9

How can I apply to this opportunity?

Interested applicants should submit a proposal following our guidance in the [Open Call Brief](#). Your proposal should be:

- In document format – Word, Google or PDF is fine.
- A maximum of 10 A4 pages of content – you can include appendices if you wish, but we're looking for quality over quantity.

Proposals must be submitted via email to: [homesforhealthyageing@cp.catapult.org.uk](mailto:homesforhealthyageing@cp.catapult.org.uk)

#### Question 10

Please could you share the T&Cs for this opportunity?

Please find below Connected Places Catapult contract T&Cs for this opportunity.

### Connected Places Catapult Terms & Conditions

**THIS AGREEMENT** is made on the xxxxxxxxxxxxxxxxx

#### **PARTIES**

1. **Connected Places Catapult** incorporated and registered in England and Wales with company number **11837978** whose registered office is at 170 The Pinnacle, Midsummer Boulevard, Milton Keynes, MK9 1BP ("**Catapult**"); and

2. **xxxxxxxxxxxxxxxxxx**, registered in xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx(the "**Supplier**").

#### **BACKGROUND**

A. The Supplier has experience, skills and expertise in convening local testers and communities to build real-world environments where SMEs can test, develop and showcase their solutions.

B. Having reviewed and evaluated all the responses, Catapult now wishes to contract the Supplier to provide the Services detailed within Schedule 1.

C. The Supplier wishes to provide Services to Catapult on the terms of this Agreement.

**AGREED TERMS:**

**1. DEFINITIONS**

1. In this Agreement the following expressions shall, unless the context otherwise requires, have the following meanings:

1. **Catapult:** means Connected Places Catapult, more particularly described above;

2. **Commencement Date:** means the date set out in Schedule 1;

3. **Confidential Information:** means any information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, services, affairs and finances of a Party, for the time being confidential to that Party and trade secrets, including (by way of illustration only and without limitation) technical data and know-how relating to the business of a Party or any of its business contacts, project plans, records of planned and actual expenditure, details of projects and experiments, proposals, applications and prospectuses, graphs, charts, presentations and documents, company financial information, details of intellectual properties (whether registered or unregistered) and applications for them, technical summaries, reports, details of organisations and their business processes, names and other contact details of individuals and organisations, and any information which a Party is told is confidential and information treated as confidential by either Party and any information which has been given to a Party, in confidence, by customers, suppliers or other persons;

4. **Data Protection Legislation:** means all applicable data protection legislation and privacy legislation in force from time to time in the UK including the UK General Data Protection Regulation; the Data Protection Act 2018; and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426); 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 and the privacy of electronic communications;

5. **Deliverables:** means all documents (being anything in which information of any description is recorded in any form and media), products and materials created or developed by or on behalf of the Supplier as part of or in connection with the Services or this Agreement and all modifications and enhancements to them made by or on behalf of the Supplier;

6. **Fees:** means the fees payable by Catapult to the Supplier as set out in Schedule 2;

7. **Intellectual Property Rights:** means any patents, rights to inventions, copyright and related rights, knowhow, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;

8. **ITT:** means any proposal provided under a request by Catapult.

9. **Key Person:** means any individual named in Schedule 1 who shall provide the Services on behalf of the Supplier;

10. **Law:** means any law, statute, subordinate legislation, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;

11. **Necessary Consents:** means all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents necessary from time to time for the performance of the Services;
  12. **Parties:** means Catapult and the Supplier and “Party” shall be construed accordingly;
  13. **Purchase Order:** means any purchase order for the Services submitted by Catapult to the Supplier;
  14. **Schedules:** means Schedules 1 and 2 of this Agreement;
  15. **Services:** means the services provided by the Supplier to Catapult as more particularly detailed in Schedule 1 and as set out in the proposal which the Supplier submitted in response to the ITT or through a request by Catapult;
  16. **Substitute:** means a substitute for the Key Person, if any, appointed to provide the Services;
  17. **Supplier:** means the organisation providing Services to Catapult, more particularly described above and such term shall include any Key Person if named in Schedule 1 and any Substitute;
  18. **Term:** means the term of this Agreement as set out in Clause 2 below;
  19. **Termination Date:** means the date of the termination of this Agreement howsoever occasioned;
1. The headings to the clauses are for convenience only and shall not affect the construction or interpretation of this Agreement.
  2. In this Agreement references to statutory provisions shall be construed as references to those provisions as amended or re-enacted or modified by other provisions, from time to time, (whether before or after the date of this Agreement) and shall include references to any provisions of which they are re-enactments (whether with or without modification).
  3. Words expressed in the singular shall, where the context so requires or permits, include the plural and vice versa.
  4. References in this Agreement to anything which any Party is required to do or not to do shall include their acts, defaults and omissions.
  5. Any words following the terms ‘including’, ‘include’, ‘in particular’, ‘for example’ or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
2. **TERM**
    1. This Agreement shall commence on the Commencement Date and shall continue thereafter until the earlier of:
      1. xxxxxxxxxxxx
      2. termination of this Agreement pursuant to Clause 12 of this Agreement, or
      3. completion of the provision of the Services in accordance with Schedule 1.
  3. **DUE DILIGENCE AND SUPPLIER'S WARRANTY**
    1. The Supplier acknowledges and confirms that:
      1. Catapult has delivered or made available to the Supplier all of the information and documents that the Supplier considers necessary or relevant for the performance of its obligations under this Agreement;
      2. it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied or made available to it by or on behalf of Catapult pursuant to Clause 3.1.1;
      3. it has satisfied itself (whether by inspection or having raised all relevant due diligence questions with Catapult before the Commencement Date) of all relevant details relating to the performance of its obligations under this Agreement; and

4. it has entered into this Agreement in reliance on its own due diligence.
2. Save as provided in this Agreement, no representations, warranties or conditions are given or assumed by Catapult in respect of any information which is provided to the Supplier by Catapult and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.
3. The Supplier:
  1. warrants and represents that all information and statements made by the Supplier as a part of the procurement process, including without limitation the Supplier's response to any pre-qualification questionnaire, remains true, accurate and not misleading, save as may have been specifically disclosed in writing to Catapult prior to execution of the Agreement; and
  2. shall promptly notify Catapult in writing if it becomes aware during the performance of this Agreement of any inaccuracies in any information provided to it by Catapult during such due diligence which materially and adversely affects its ability to perform the Services.
4. The Supplier shall not be entitled to recover any additional costs from Catapult which arise from, or be relieved from any of its obligations as a result of, any matters or inaccuracies notified to Catapult by the Supplier in accordance with Clause 3.3.2, save where such additional costs or adverse effect on performance have been caused by the Supplier having been provided with fundamentally misleading information by or on behalf of Catapult and the Supplier could not reasonably have known that the information was incorrect or misleading at the time such information was provided. If this exception applies, the Supplier shall be entitled to recover such reasonable additional costs from Catapult or shall be relieved from performance of certain obligations.
5. Nothing in this Clause 3 shall limit or exclude the liability of Catapult for fraud or fraudulent misrepresentation.
4. **FEES AND EXPENSES**
  1. Subject to the terms of this Agreement, Catapult shall pay to the Supplier the Fees as detailed in Schedule 2.
  2. Catapult will issue Purchase Orders based upon the fees and stages identified in Schedule 2. The Supplier will submit an invoice for the amounts agreed in the Purchase Order and which bear the correct Purchase Order numbers.
  3. The Fees will be transferred by direct bank transfer into the Supplier's nominated bank account within 30 days of the first working day following receipt by Catapult of an appropriate and correctly submitted invoice. All Fees shall be payable to the Supplier without deductions of any kind, save in respect of any monies owed by the Supplier to Catapult.
  4. The Supplier acknowledges that:
    1. if it performs services which have not been agreed pursuant to the Agreement that it does so at its own risk;
    2. where the Services have not been properly performed it will be required to promptly perfect the Services and any Deliverables arising; and
    3. Catapult is not obliged to pay any further fee in respect of the services performed outside the Agreement or time spent perfecting the Services in accordance with Clause 4.4.2.
  5. The Supplier agrees to comply with all relevant laws and requirements relating to income tax, VAT, National Insurance and any other taxes and charges that apply to the Services which it provides under this Agreement. The Supplier agrees to account for any taxes or charges due in respect of the Fees which the Supplier earns for provision of the Services. The Supplier agrees to indemnify Catapult in full if it has to pay any taxes or charges in relation to the Services or any other aspect of this Agreement.
  6. The Supplier shall bear its own travelling, accommodation and subsistence expenses incurred in the course of providing the Services unless agreed with Catapult in advance of them being incurred and must comply with Catapult's Travel and Expenses Policy for staff.
  7. The Supplier shall quote the Purchase Order number notified in writing by Catapult on all invoices. Any invoices received by Catapult without a relevant Purchase Order number being quoted will be rejected and returned to the Supplier and, in such event, Catapult will not be liable to the Supplier for late payment or any consequence arising as a result of late payment of the Fees.

## 5. **PERFORMANCE OF SERVICES**

1. Catapult shall engage the Supplier for the Term and the Supplier shall perform the Services and if a Key Person is named in the Schedules shall provide such Key Person to provide the Services.

2. The Supplier undertakes to Catapult to procure, to the best of its ability, the performance and observance by the Key Person, if such is named in Schedule 1, of all obligations under this Agreement and hereby acknowledges that any breach by the Key Person, if such is named in the Schedule 1, of any such obligations shall constitute a breach by the Supplier for which the Supplier shall be liable.
3. The Supplier shall dedicate such time and resources as necessary to meet any deadlines with such due care, skill, attention and abilities as necessary to ensure the proper provision of the Services.
4. The Supplier agrees to provide the Services as per the requirements in Schedule 1.
5. The Supplier shall comply with the requirements relating to data protection in Schedule 3.
6. In the case of illness or accident, the Supplier shall notify Catapult immediately and shall provide such evidence as to the illness or accident as Catapult shall reasonably require. The Supplier shall provide a Substitute, in accordance with Clause 5.8, to complete the work. For the avoidance of doubt, the Supplier will not be entitled to receive the Fees if the Supplier is unable to perform the Services due to illness or accident.
7. If, in the reasonable opinion of Catapult, any employee of the Supplier is failing to perform the Services in accordance with this Agreement, then, without prejudice to the other rights conferred within this Agreement, Catapult may request such employee be replaced with another suitably skilled employee of the Supplier and the Supplier will use reasonable endeavours to make such replacement within 5 days of written notice being received from Catapult.
8. The Supplier may, with the prior written agreement of Catapult appoint a suitably qualified and skilled Substitute to perform the Services, provided that the Substitute may, at Catapult's discretion, be required to enter into direct undertakings with Catapult, on terms no less onerous than this Agreement. If Catapult accepts the Substitute, the Supplier shall continue to invoice Catapult in accordance with Schedule 2 for time spent by the Substitute and shall be responsible for the remuneration of the Substitute.
9. The Supplier shall perform the Services from such location and shall undertake such travel in the UK as is reasonably necessary for the proper performance of the Services. Where international travel is required, this must be agreed with Catapult beforehand and must comply with Catapult's Travel and Expenses Policy for staff.
10. Subject to the Supplier being able to satisfy Catapult in relation to security and associated concerns, the Supplier shall be required to provide any office equipment (including computing, telephone and other office equipment and facilities) required for the provision of the Services.
11. The Supplier shall supply the Services in a good, efficient and proper manner using reasonable skill and care with any Deliverables being of satisfactory quality. While the Supplier's method of work is its own, the Supplier shall comply with the reasonable requests of Catapult, with Catapult's policies and procedures, as from time-to-time in force and shall use its reasonable endeavours to promote the interests of Catapult.
12. The Supplier shall maintain adequate and suitable minimum levels of insurance cover, or higher, as agreed with Catapult:
  - Professional Indemnity: a minimum of £5,000,000
  - Employers' Compulsory Liability: a minimum of £5,000,000 (not applicable to sole traders)
  - Public Liability: a minimum of £5,000,000 (where applicable)in respect of the Services to be provided pursuant to this Agreement and shall provide, promptly upon request, evidence of such insurance cover as Catapult may reasonably request in this regard.
13. The Supplier undertakes with Catapult:
  1. to perform such duties and exercise such powers as Catapult assigns to and vests in the Supplier with all reasonable skill and care as can be expected of a skilled professional providing similar services;
  2. to comply with all reasonable requests given by Catapult to deliver the Services; and
  3. not to do anything which is harmful to the business activities or reputation of Catapult.
14. The Supplier shall, if so reasonably required, perform the Services, or some of them, jointly with one or more other persons, as Catapult from time to time directs.
6. **INDEPENDENT STATUS**
  1. The Parties agree that the Supplier is not and shall not be deemed to be an employee, director, agent or partner of Catapult, and shall not hold itself out as such, for any purpose whatsoever.
  2. The Supplier agrees to indemnify Catapult in full in relation to any liability arising from any employment-related claim (including reasonable costs and expenses) brought by the Supplier, any Key Person or any Substitute against Catapult arising out of or in connection with the Services.

7. **AUTHORITY**

1. Neither Party shall have power to nor shall they purport to have the power to bind the other in any way whatsoever, unless so directed in advance in writing.
2. Unless otherwise agreed in writing between the Supplier and Catapult, during the provision of the Services, in all dealings and transactions with any and all third parties, nothing shall render either Party the partner or agent of the other.

8. **COMPLIANCE**

1. The Supplier shall ensure that all Necessary Consents are in place to provide the Services and Catapult shall not (unless otherwise agreed in writing) incur any additional costs associated with obtaining, maintaining or complying with the same.
2. Where there is any conflict or inconsistency between the provisions of this Agreement and the requirements of a Necessary Consent, then the latter shall prevail, provided that the Supplier has made all reasonable attempts to obtain a Necessary Consent in line with the requirements of the Services and the Supplier has notified Catapult in writing.
3. The Supplier shall, and shall procure that employees of the Supplier, perform its obligations under this Agreement (including those in relation to the Services) in accordance with:
  1. all applicable Law; and
  2. if data is to be provided by Catapult to the Supplier, the terms of any data sharing agreement agreed between the Supplier and Catapult.
4. The Supplier shall at all times comply with the requirements of the Equality Act 2010 and all other statutory and regulatory requirements relating to non-discrimination, and shall not treat any person or group of people less favourably on the grounds of any of the protected characteristics set out in that Act.

9. **INTELLECTUAL PROPERTY**

1. In this Clause 9:
  1. **Project IPR** means all Intellectual Property Rights which subsist in the Deliverables or which result from or otherwise come into existence as a result of the Services, but excluding any Supplier Background IPR;
  2. **Supplier Background IPR** means all Intellectual Property Rights owned by or licensed to the Supplier, or developed by or on behalf of the Supplier, in either case independently of this Agreement; and
  3. **Third Party IPR** means any Intellectual Property Rights whatsoever owned by a third party.
2. All Project IPR shall vest in and be owned by Catapult. To the extent that any Project IPR is capable of prospective assignment, the Supplier now assigns those Project IPR to Catapult and to the extent any Project IPR cannot be prospectively assigned, the Supplier will assign those Project IPR to the Supplier as and when they are created at the request of Catapult.
3. The Supplier hereby grants to Catapult from the Commencement Date a non-exclusive, irrevocable, royalty-free, world-wide licence which Catapult may sub-licence to any third party to the Supplier Background IPR which subsists in the Deliverables or are necessary or desirable to enable Catapult to use the Deliverables and enjoy the rights granted under Clause 9.2.
4. The Supplier undertakes to Catapult:
  1. to notify to Catapult, in writing, full details of all results promptly on their creation;
  2. to keep confidential the details of all Project IPR;
  3. whenever requested to do so by Catapult and in any event on the termination of the Agreement, promptly to deliver to 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 Project IPR and the process of their creation which are in its possession, custody or power;
  4. not to register nor attempt to register any of the Project IPR, unless requested to do so by Catapult;
  5. not to use or give permission to any third party to use any of the Project IPR; and
  6. to do all acts necessary to confirm that absolute title in all Project IPR has passed, or will pass, to Catapult,
5. The Supplier represents, warrants and undertakes that as at the date of this Agreement:
  1. it has the right to grant to Catapult the licences pursuant Clauses 9.2 and 9.3;



2. the receipt and use of the Supplier Background IPR, Project IPR and the Deliverables by Catapult and any of their contractors, agents and third party service providers or any commercialisation partner of Catapult shall not infringe the Intellectual Property Rights of, nor give rise to any royalty or other payment to, any third party; and

3. it has obtained a waiver of any moral or similar rights in the Deliverables to which any individual is now or may be in the future entitled;

The Supplier shall promptly notify Catapult of any claim or allegation that the Supplier Background IPR and Project IPR (or any of them) infringes any Third Party IPR that arises out of, or in connection with, the Services or the Deliverables (including their receipt, use, supply or offer of supply) and shall indemnify Catapult in respect of any and all liabilities arising from any claim made by a third party against Catapult as a result of a breach by the Supplier of any of the representations, warranties and undertakings set out in Clause 9.

10. **CONFIDENTIAL INFORMATION**

1. The Parties shall not, either during the Term (except in the proper performance of its or their duties) or at any time after the termination of this Agreement:

1. divulge or communicate to any person, company, business entity or other organisation;
2. use for their own purposes or for any purpose other than the Purpose of Catapult or
3. through any failure to exercise due care and diligence cause any unauthorised disclosure, of any Confidential Information relating to the other or the Services.

2. These restrictions shall cease to apply to any information which becomes available to the public generally, otherwise than through the default of a Party; which is already lawfully in the possession of the receiving Party, prior to its disclosure by the disclosing Party, and the disclosing Party is not under any obligation of confidence in respect of that information; or where the disclosing Party has given prior written consent that the information may no longer be considered confidential; or where the Confidential Information is otherwise required to be disclosed by Law (in which case, where legal to do so, the disclosing Party shall give the owning Party as much notice as possible to the disclosure of the Confidential Information).

11. **OTHER ACTIVITIES**

1. Nothing in this Agreement shall prevent the Supplier from being engaged, concerned or having any financial interest as agent, Supplier, director, employee, owner, partner, shareholder or in any other capacity, in any other business, trade, profession or occupation during the Term provided that:

1. such activity does not cause a breach of any of the Supplier's obligations under this Agreement; and
2. the Supplier shall not, engage in any activity which amounts to a conflict of interest with the Services or from which it is reasonably foreseeable that a conflict of interest could arise.

12. **TERMINATION**

1. Catapult may at any time terminate this Agreement by giving written notice to the Supplier of not less than 30 days.

2. Catapult may, at any time and without prejudice to any rights or claims it may have against the Supplier, by notice in writing, terminate this Agreement immediately and without any liability to pay any remuneration, compensation or damages if:

1. the Supplier commits any material or persistent breach of their obligations hereunder;
2. the Supplier is placed into receivership or administration or liquidation or enters into an arrangement with its creditors;
3. there is any change in the legal status or the actual or effective ownership or control of the Supplier;
4. the Supplier has been guilty of conduct which in the opinion of Catapult brings the Supplier or Catapult into material disrepute;
5. the Supplier 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);
6. the Supplier loses the right to work within the United Kingdom;
7. the Supplier has been guilty of any serious negligence which has or is likely to have an adverse effect on Catapult;
8. the Supplier breaches Clause 15;



9. Security clearance for any employees of the Supplier providing the Services cannot be obtained within a reasonable time, such time to be at the absolute discretion of Catapult or the security clearance for such an employee is revoked; or
10. the results of the Disclosure and Barring Services Check are not acceptable to Catapult.
3. Any delay by Catapult in exercising such rights of termination detailed in this Clause 12 shall not constitute a waiver of them.
4. The Supplier may, at any time and without prejudice to any rights or claims it may have against Catapult, by notice in writing, terminate this Agreement immediately and without any liability to pay any remuneration, compensation or damages if:
  1. Catapult fails to pay any invoice properly submitted by the Supplier within 30 days following the first working day after receipt by Catapult and following notice from the Supplier to Catapult of such failure to pay, payment is not transferred by Catapult to the Supplier within 14 days of receipt of such notice;
  2. Catapult, after warning, commits any material or persistent breach of this Agreement;
  3. Catapult is guilty of conduct tending to bring the Supplier into material disrepute; or
  4. Catapult acts or enters into a course of action which prevents the Supplier (through no fault of the Supplier) from providing the Services.
13. **EFFECTS AND CONSEQUENCES OF TERMINATION**
  1. The Supplier's engagement shall not continue at any time after it has been terminated by Catapult, notwithstanding that the termination is before the expiry of the Term.
  2. The expiration or earlier termination of this Agreement shall not affect:
    1. such of its provisions as are expressed to operate or have effect afterwards (including any licence granted); or
    2. any right of action already accrued to either Party, in respect of any breach of this Agreement, by the other Party.
  3. In the event of termination under Clause 12.1, Catapult shall be liable for the payment of the Fees, on a proportionate basis, up to the date of actual termination where the Supplier has evidenced delivery up to that point.
  4. All records in any medium (whether written, computer readable or otherwise) including accounts, documents, emails, drawings and private notes about Catapult and/or the Services and all copies and extracts of them made or acquired by the Supplier, in the course of its engagement together with Catapult's Confidential Information shall be:
    1. the property of Catapult;
    2. used for the purpose of Catapult only;
    3. returned to Catapult on demand at any time; and
    4. returned to Catapult without demand promptly following the termination of the Supplier's engagement, save that the Supplier may retain one copy for audit or compliance requirements.
  5. The Supplier shall return to Catapult on or before the Termination Date, in good repair and condition, all other property belonging to Catapult, in its possession or control.
  6. Following the return of Catapult's property, the Supplier shall irretrievably delete any Confidential Information and any other information relating to the business of Catapult stored on any magnetic or optical disk or memory and all matters derived from such sources which is in its possession or under its control. Any Fees owing to the Supplier on the Termination Date may be withheld until it has complied with this Clause 13.6.
14. **LIMIT OF LIABILITY**
  1. Neither Party shall limit its liability to the other for death or personal injury resulting from negligence, fraud or fraudulent misrepresentation or anything for which a Party cannot legally limit or exclude or attempt to limit or exclude.
  2. The Parties shall not be liable to each other for:
    1. any representation or misrepresentation;
    2. any implied warranty, condition or other implied term;
    3. any duty at common law; or
    4. any loss of profit, indirect, special or consequential loss or damageswhich arise out of or in connection with this Agreement.
  3. Subject to Clause 14.1 and 14.2, Catapult limits its liability under this Agreement to payment of the properly due Fees.

4. Subject to Clause 14.1 and 14.2, the liability of the Supplier under this Agreement shall be limited to three (3) times the total Fees or £1,000,000 whichever is the lesser off.

**15. STATE AID/SUBSIDY RULES**

1. The Parties acknowledge that Catapult has an obligation to ensure, and is subject to audits to demonstrate, that all activities it undertakes is compliant with State Aid and/or subsidy rules including all activities under this Agreement. The Parties therefore agree that, notwithstanding any other provision of this Agreement:

1. Catapult shall be able to cooperate with any investigation by any grant funder or the Competition & Markets Authority with respect to this Agreement to the extent reasonably necessary to satisfy such investigation and the Supplier shall provide all reasonable assistance to Catapult to satisfy such investigation;

2. Catapult shall use all reasonable endeavours to protect the confidentiality of the Supplier's Confidential Information under this Clause and shall only disclose such Confidential Information as is strictly necessary for the purpose of the investigation and put in place obligations of confidentiality as restrictive as those within this Agreement insofar as it is able;

3. Catapult shall keep the Supplier informed of any active and specific investigation into this Agreement and, where possible, liaise with the Supplier concerning any response to the Competition & Markets Authority; and

4. the Parties shall comply with any ruling of the Competition & Markets Authority.

**16. ANTI-BRIBERY AND CORRUPTION**

1. The Supplier shall, and shall procure that any of its officers, employees or representatives shall, comply with all applicable laws, statutes, regulations and codes relating to anti-slavery and human trafficking, anti-bribery and anti-corruption including but not limited to:

1. the Bribery Act 2010;

2. the Modern Slavery Act 2015

2. A breach of this Clause 16 shall be deemed a material breach of this Agreement that cannot be remedied and shall entitle Catapult to terminate this Agreement with immediate effect.

3. The Supplier shall indemnify and keep Catapult indemnified on demand and in full from and against any and all losses suffered or incurred by Catapult or for which Catapult may become liable arising out of or in connection with any breach of this Clause 16, whether or not this Agreement has been terminated.

**17. NOTICES**

1. Any notice given under this Agreement shall be in writing and may be served:

1. By hand or first-class post to the relevant party's registered office, and in the case of Catapult addressed to Catapult's "General Counsel"; or

2. by any other means which any Party specifies by written notice to the other.

2. A notice shall be deemed to have been served:

1. if it was served by hand, at the time of service; or

2. if it was served by post, 48 hours after it was posted.

For the avoidance of doubt, no notice shall be valid if served only by email.

**18. DISPUTE RESOLUTION PROCEDURE**

1. The Parties will attempt to resolve a dispute in good faith, whereby either Party shall give to the other written notice of the dispute, setting out its nature and full particulars ("Dispute Notice"), together with relevant supporting documents;

1. the Party's respective Senior Project Managers shall attempt in good faith to resolve the dispute;

2. if the Party's respective Senior Project Managers are unable to resolve the dispute within 30 days of receipt of the Dispute Notice, the dispute may be referred to the Party's respective Chief Executive Officers who shall attempt in good faith to resolve the dispute;

3. if the Party's respective Chief Executive Officers are unable to resolve the dispute within 30 days of it being referred to them, either Party may refer the matter to mediation in accordance with the mediation rules of the Centre for Effective Dispute Resolution (CEDR) in London. In that event, a mediator shall be agreed between the Parties, but in the event the parties cannot agree upon a mediator within 14 days from the referral to CEDR, then the president for the time being of the Institute for Chartered Accountants of England and Wales shall select a mediator. The costs of the mediation shall be borne equally between the Parties.

4. If the Parties are unable to resolve the dispute by mediation, or the matter is of such urgency or severity that mediation is not appropriate, then either Party may initiate court proceedings.
2. Clause 18.1 shall be without prejudice to the Party's other rights and remedies.
19. **GENERAL**
1. Catapult shall publish the award made to Supplier(s) in accordance with Procurement Regulations/Directives.
2. This Agreement embodies the entire understanding of the Parties in respect of subject matter and there are no promises, terms, conditions or obligations, oral or written, express or implied, other than those contained in this Agreement.
3. The Supplier may not assign, transfer, sub-contract, or in any other way make over to any third party any of its rights or obligations under this Agreement without the consent of Catapult, not to be unreasonably withheld.
4. No variation or amendment of this Agreement, or oral promise or commitment related to it, shall be valid, unless committed to writing and signed by or on behalf of both Parties.
5. Neither Party will be under any liability to the other in any way whatsoever for destruction, damage, delay or any other matters whatsoever of that nature arising out of war, rebellion, civil commotion, strikes, lock-outs and industrial disputes, fire, power shortage, explosion, earthquake, acts of God, flood, drought, or bad weather or the requisitioning or other act or order by any Government department, council or other constituted body ("Force Majeure Event"). If the Force Majeure Event prevents, hinders or delays the Parties performance of its obligations for a continuous period of more than 30 days, the other may terminate this Agreement immediately by giving written notice to the other.
6. This Agreement and the documents referred to in it are made for the benefit of the Parties and their permitted successors and assigns and are not intended to benefit, or be enforceable by, anyone else without the prior written approval of the Parties.
7. This Agreement 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.
8. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

**This Agreement has been entered into on the date stated at the beginning of this Agreement**

Signed by: .....  
(Print Name) (Signature)

for and on behalf of **CONNECTED PLACES  
CATAPULT** on xxxxxxxxxxxxxxxxxxxxxx

Signed by: .....  
(Print Name) (Signature)

for and on behalf of **xxxxxxxxxxxxxxxxxx** on xxxxxxxxxxxxxxxxxxxxxx

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## **SCHEDULE 1** **THE SERVICES**

Definitions as referenced in Clause 1.1 of the Agreement

**Commencement Date:** xxxxxxxxxx

**Key Person(s):** xxxxxxxxxxxxxx

**Services:**

The Catapult will be providing £50,000 to each location partner as part of the Homes for Healthy Ageing (HfHA) programme. This investment will be used to support the creation of local testbeds that procure and develop suitable solutions to the challenges identified.

The Supplier will work together to:

- The supplier will help the Connected Places Catapult to develop best practice in the engagement of end users, citizens, and communities to participate in innovation and co-creation activities. They will do this by:
  - Identifying innovative ways of enhancing social connectedness in the ageing population post COVID using digital tools.
  - Establish a testbed, encompassing real world urban and rural settings
  - Manage any foreseen or unforeseen issues involving the deployments of SME solutions
  - Recruit and manage participants of the testbed, including how they interact with the solution providers as well as supporting them to share data in a responsible and ethical way maintaining the privacy of those recruited/involved.

The supplier agrees to communicate with the Catapult by:

- Confirming and agreeing with the Connected Places Catapult how the funding provided should be used in the testbed.
- Providing weekly updates on the progression made concerning the testbed and the participants within it.
- Collaborating with the Catapult on the delivery of programme related events e.g. Workshops and showcases both physical and online over the duration of the testing phase.
- Sharing insights and impact evidenced or demonstrated within the testbed, to amplify the achievements of the programme.

The Supplier agrees to manage the involvement of the selected SMEs by:

- Providing the necessary resources and people to support the Catapults selection process.
- Supporting the needs assessment of the SMEs by establishing or sourcing the relevant access, infrastructure and testing environment to trial and develop their solution.
- Supporting the selected SMEs to attain the relevant consent from the recruited end users/ participants.
- Monitoring the interactions, agreements and use of data collected by SMEs from the participants to ensure appropriate and responsible use of the data in line with UK Data regulations.
- Ensuring that any data required to measure related impacts will be shared in a timely manner.
- Providing training and support to SMEs where relevant and where subject matter expertise may be available within the consortium.

Deadline: xxxxxxxxxxxx