



5. Questions and Answers

The Q&A will be regularly updated 1 week before the tender deadline. Tenderers therefore visit www.silverpcp.eu for the most recently updated version of the Q&A. answered question or clarification will be put in reversed chronological order, to find the updates.

Question	Answer
I. Challenge	
Is reduction of cost an objective?	Time savings is most important. In combination with cost reduction this may give you the best business case.
	Cost reduction in itself is not an objective. SILVER is looking for time savings to complete our goal of providing care for more care recipients with the same amount of resources.
What do you expect will fulfil these needs?	A broad challenge will stimulate free thinking and limit ideas. We want solutions that help reach our goals. E.g. will it help the care staff? Will it take less time? Will it take over tasks completely?
Where are you spending your money on in homecare?	We have an excel to make your own calculations for Phase 1 within a hypothetical city based on our pilot data. You will be provided with more accurate information – that applies to your specific solution for Phase 1 and Phase 2.
How about safety?	Compliance of proposed solutions with safety requirements in the 5 countries of the contract is the responsibility of the contractor and subcontractors. Certification comes after Phase 1. The SILVER project will not be financing this.
Robot can find an object and bring it back. Would that fit?	This is not a time saving solution, because this is the job of homecare staff. So this solution would not save time and thus not add to the challenge.
Another example. People store things to high and fall down because they are not aware of the risks. Something to help them get things from high cupboards	In our countries we make 'decoration' change reaching is not a problem. We restrict the challenge to the six personal ADLs we have mentioned.
Is control included in robotics definition?	Yes it is.
Is the call only about manipulation and not observation?	Focus is on physical tasks although we would like the innovation considers that older people also have cognitive impairments as well. As long as it addresses our needs and fits with the robotics definition.
What is the 'value of solving these problems' – what is the value?	We are interested in time saving. This can of course be translated into value.

Question	Answer
cost benefit of solving these problems.	
What countries are in the consortium?	Denmark, Finland, The Netherlands, Sweden and UK
Where will testing be done in Phase 2?	In a controlled environment, details will be provided during Phase 1.
Where will testing be done in Phase 3?	We have to check if testing can be done in a real environment in all five countries or in a controlled environment. Details will be provided during Phase 2.
Will testing in Phase 3 be done parallel or serial?	We need to think about how to organise the testing in Phase 3. Parallel or serial. This depends on the innovations that will be developed. This is something we cannot define fully up front and is also dependent on what the tenderers come up with. The information will be given no later than in Phase 2.
Has the robotics definition changed since the market consultation?	Yes. We have added “through information and commands of operators”, and deleted everything related to “medicine”
II. Tenderers and procedure	
Who can apply?	Tenderers meeting the minimum requirement related to place of performance of R&D services defined in the ITT: being that minimum 60/70/80% of the R&D services in phase 1/2/3 respectively should be performed in the territory defined by the EU Member States or the countries associated to FP7.
Can you step in on Phase 2 or 3?	No, we work with a Framework Agreement covering all three PCP phases, with intermediate call for bids in between phases evaluating and selecting the tenders that continue to provide the best value for money from solution design over prototyping until original development of a first test series.”
How fixed are the budgets?	New procurers could join the consortium, this would increase the budget.
Is my organisation eligible to submit a tender to the PCP?	This PCP is open to all legal entities that locate a relevant portion of the R&D and operational activities related to the PCP contract in the EU member states, or a country that is associated to FP7 and that can demonstrate a route to market for their proposed solution.
I am a Pre-Start-up Company, can I submit tender?	Yes, but contracts must be awarded to legal entities.
I am based at a University, can I submit a tender?	Universities may apply, however they must demonstrate a route to market, i.e. the tender must include a plan to commercialise the results.

Question	Answer
Can I submit multiple tenders?	Yes.
My company is a Registered Charity, can I submit a tender?	Yes, registered charities are equally eligible to the PCP via their trading company limited by guarantee. All organisations must demonstrate a route to market.
Can I work in collaboration with other companies?	<p>Yes, tenders from consortia are accepted. Contracts will be signed with all legal entities in the consortia.</p> <p>Also, tenderers may submit tenders as a consortium or identify components of the work which they wish to subcontract and may also employ specialist consultants or advisers if they believe this will increase the chances of the project being successful. Subcontractor must be stated in the tender. If the tenderer wishes to rely on the resources of a subcontractor, the tenderer is advised to submit a written commitment from such subcontractor to make available his resources to the tenderer for the full duration of the contract. Tenders are evaluated on having adequate resources.</p>
And if it is submitted by a consortium?	If the tender is submitted by a consortium that does not in itself constitute a legal entity all consortia members shall sign the tender and, if applicable, the contract, making them jointly and severally liable.
Can I work with other subcontractors or partners in Phase 2 or 3 than in Phase 1?	Yes. An innovative solution is the goal. Subcontractors or partners that are replaced during the contract by other subcontractors/partners will have to prove that they have at least equal expertise as the subcontractors/partners which they are replacing, and are complying with all the other contractual conditions (e.g. complying with the place of performance conditions, respecting the same IPR conditions.
How do I submit my tender?	<p>Instructions on how submit a tender can be found in the SILVER_01 Invitation to Tender.</p> <p>Details of the challenge and expected outcome of the projects can be found in the SILVER_02 Challenge Brief. You are strongly advised to read all published PCP SILVER tender documents before completing the SILVER_04 Tender Form.</p>
What is the deadline for tenders?	This information will be available on our website and in the published competition documents.
How will the successful tender be chosen?	<p>Tenders will be reviewed by a selected panel of experts according to the scoring model. Each tender will be assessed by 5 experts with knowledge of healthcare , technology and/or general business knowledge.</p> <p>Based on the experts' assessments, a preliminary ranking of the tenders is made. This preliminary ranking will subsequently be inspected and reviewed by a decision panel consisting of at least two individual</p>

Question	Answer
	<p>independent experts, the Authority and the group of SILVER contracting authorities and any new authorities that may have entered this group after publication of SILVER_01 Invitation to Tender. The decision panel will monitor and safeguard that the assessment of all tenders are consistent and equal, and will have the authority to adjust or override the preliminary ranking and assessment. The decision panel will by unanimity make the final decision on which tenderers are to be awarded contracts.</p>
<p>Is the PCP a subsidy?</p>	<p>No, the group of contracting authorities buys R&D services at market price. Tenderers sign a framework agreement for the procurement of R&D services with contractual obligations to fulfil. Chosen tenderers will be obligated to provide R&D services at tendered prices.</p>
<p>Who owns the Intellectual Property generated by the Project?</p>	<p>Ownership of Intellectual property rights generated by the tenderer during the project are retained by the tenderer although certain rights of usage may be applied by the group of contracting authorities including royalty-free, non-exclusive rights to use the R&D results for internal use, the right to require contractors to issue licenses to third parties, at a fair and reasonable market conditions, as well as a call back option for contractors that do not exploit the IPRs within a given time period or use them against the public interest. For further information, see the SILVER_06 Framework Agreement art. 17 and 18.</p>
<p>Is price also taken into consideration of the assessors?</p>	<p>Yes, in all phases the price (excl. VAT) will be part of the assessment.</p>
<p>Should prices include VAT?</p>	<p>Yes. Tender prices shall be stated in Euros, inclusive and exclusive of VAT. Duties, custom fees, taxes or other charges, if any, shall be included in the tender price.</p>
<p>What is meant by 'total contract price with / without intellectual property rights'?</p>	<p>In determining the fair market price for your project, keep in mind that the intellectual property remains with you, but that the procurer acquires certain rights. We therefore ask you to indicate two prices:</p> <ul style="list-style-type: none"> • The price excl. VAT that you would have quoted, if IPR would be fully retained by the Authority, and you did not have the possibility to exploit developed knowledge. (Imagine that after the project you will not be allowed to do anything with the developed knowledge. In that case, for what price would offer your research?) • The price excl. VAT that you do quote, considering that you retain IPR and can exploit developed project knowledge.
<p>What VAT do I quote?</p>	<p>UK VAT of 20% since it is a service that the Authority is contracting. So not the local VAT of the company but the local VAT of the TSB.</p>



Question	Answer
Will my tender be treated confidentially?	<p>People involved in the award process will handle all information confidentially.</p> <p>Tenderers should indicate which parts of the information in the tenders that may be sensitive from a secrecy point of view, and for what reason disclosure of such information may be harmful to the tenderer.</p>
When can I start?	<p>Two copies of the contracts will be sent to the tenderers awarded contracts for signature. The two signed copies should be returned to the Authority as soon as possible. When this is finalised you can start.</p> <p>The time table is given in the Invitation to tender.</p>
Who should I contact if I have any further questions?	<p>Questions on the specifics of this PCP should be sent to competitions@silverpcp.eu</p>



6. Framework agreement

AGREEMENT

BETWEEN

AUTHORITY (1)

AND

CONTRACTOR (2)

SECTION 1 FORM OF AGREEMENT

This Agreement is made between

- (1) Technology Strategy Board (the “Authority”);
in the name and on behalf of the SILVER contracting authorities

and

- (2) [...] (“the Contractor”)

the Authority and the Contractor being together called “the Parties” and individually a “Party”.

IT IS AGREED as follows:

1. The Authority is carrying out this agreement in the name and on behalf of the group of SILVER contracting authorities: City of Eindhoven (Netherlands), City of Odense (Denmark), City of Oulu (Finland), City of Stockport (UK), City of Vantaa (Finland), City of Västerås (Sweden) and the Region of Southern Denmark (Denmark) which participate and assume rights and obligations hereunder in accordance with the terms and conditions of Section 2 below;

2. The Contractor will provide research and development services within a project entitled [project title] in accordance with the specification as detailed in Section 3 (“the Project”).

The Project is divided into three separate phases (“Phase 1”, “Phase 2”, and “Phase 3”) comprising, respectively and in that order: solution exploration, prototyping, and original development of a limited test series; as further described in Section 3.

This Agreement covers all three Phases but will become effective by the signing of the Parties of a call-off contract per Phase.

3. The Authority will pay the Contractor the Price mentioned in the call-off contract for the specific Phase subject to the Authority’s award of contracts for the respective Phases:

3.1 for undertaking the Project; and

3.2 in respect of any licence or assignment of any Intellectual Property rights in the Material to the Authority made pursuant to Conditions 17 and 18 of Section 2;

all such payments being subject to the Conditions of the Agreement.

4. This Form of Agreement (Section 1) together with the attached Sections 2 to 7 inclusive are the documents which collectively form “the Agreement”. If there is any inconsistency between Sections 3 to 7. of the Agreement and this Section 1 or the Terms and Conditions set out in Section 2, the provisions of Section 1 and 2 shall prevail.

5. The Agreement effected by the signing of this Form of Agreement constitutes the whole agreement between the Parties and supersedes all prior negotiations, agreements, representations or understandings between them relating to the subject matter of this Agreement.

6. Each Party acknowledges that, in entering into the Agreement, it does not rely on any

statement, representation, assurance or warranty (“Representation”) of any person (whether a Party to this Agreement or not) other than as expressly set out in the Agreement. Each Party agrees that the only remedies available to it arising out of or in connection with a Representation shall be for breach of contract.

7. Nothing in this Agreement shall limit or exclude any liability for fraud.
8. The Agreement becomes effective upon signing by both Parties and shall remain in effect until the Completion Date (as defined below) of the last Phase that has been awarded the Contractor.

Signed by the duly authorised signatory
of the Authority:

.....
Signature

.....
Full Name

.....
Position Held

.....
Date

Signed by the duly authorised signatory
of the Contractor:

.....
Signature

.....
Full Name

.....
Position Held

.....
Date

SECTION 2 TERMS AND CONDITIONS

1. Definitions and Interpretation

1.1 As used in this Agreement the following terms and expressions shall have the meaning ascribed to them below:

"Agreement"	means this Agreement concluded between the Parties including Sections 1-77 inclusive and all schedules to it;
"Price"	means the total price agreed between the Parties for each separate Phase of the Project as set out in Sections 3, 6 and 77 to be paid by the Authority to the Contractor;
"Assessment Committee"	means a committee of experts in the field of the Project challenge, the group of SILVER contracting authorities, and/or technical experts, and/or general business experts, appointed by the Authority in its sole discretion
"Authority's Representative"	means a person authorised to represent the Authority in respect of this Agreement;
"Project Background Intellectual Property"	means foreground technology and Intellectual Property owned or controlled by either of the Parties at the date of this Agreement or which shall at any time thereafter become so owned or controlled otherwise than as a result of the Project under this Agreement;
"Call-off Contract"	means a separate contract per Phase under the framework agreement where terms, conditions and prices are agreed
"Challenge Brief"	means the accompanying document to the invitation to tender, explaining the background to, the underlying need behind, and the aim and scope of the Project, and the corresponding subsequently issued documents for Phase 2 and Phase 3;
"Confidential Information"	means information that falls within the types of information which has been designated as confidential by either Party or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business affairs, properties, assets, trading practices, goods, Services, developments, know-how, trade secrets, Intellectual Property rights, know-how, personnel, customers and suppliers of either Party, all personal data and sensitive personal data within the meaning of the Data Protection Act 1998, the Project and other commercially sensitive information.
"Commencement Date"	means [Date];
"Completion Date"	means the date referred to as being a completion date as

set out in Section 3, 6 and 7 with regard either to a separate Phase or the whole Project, as indicated;

"Contractor's Representative"	means a person authorised to represent the Contractor in respect of this Agreement;
"Contractor's Staff"	means the Contractor's Representative and all employees, consultants, agents, and subcontractors (including their staff) which the Contractor engages in relation to the Project;
"Copyright"	has the meaning ascribed to it by the Copyright, Designs and Patent Act 1988;
"Data"	means information generated by the Project and collected and/or used for the purposes of the Research, which can be processed manually, electronically or by other means;
"Default"	means any breach by a Party to this Agreement of its obligations under this Agreement (including, without limitation, a fundamental breach or breach of a fundamental term) or any default, act, omission, negligence or statement of a Party to this Agreement or its employees, agents or sub-contractors in connection with or in relation to the subject matter of this Agreement and in respect of which such Party is liable to the other;
"End of Phase Report"	means a report in written form to be submitted by the Contractor to the Authority after each completed Phase of the Project, containing all information that is required in the End of Phase Report Form, including also a plan for the subsequent Phase;
"End of Phase Report Form"	means a formal form in which the contractors report results, as set out in Schedule B to this Section 2;
"FOIA"	means the Freedom of Information Act 2000 and any subordinate and/or amending, legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;
"Group of SILVER contracting Authorities"	The Authority is carrying out this agreement in the name and on behalf of the group of SILVER contracting authorities as mentioned in section 1.1
"Information"	has the meaning given under section 84 of the FOIA
"Insolvency Event"	means where the Contractor passes a resolution or the court makes an order that: <ul style="list-style-type: none"> (i) the Contractor be wound up (otherwise than for the purpose of a bona fide and solvent reconstruction or amalgamation); or (ii) a receiver, manager or administrator on behalf of a

	creditor is appointed in respect of all or part of the business of the Contractor; or
	(iii) circumstances arise which entitle a court or creditor to appoint a receiver, manager or administrator or which entitle the court (otherwise than for the purpose of a solvent and bona fide reconstruction or amalgamation) to make a winding up order; or
	(iv) the Contractor ceases to trade or is unable to pay its debts within the meaning of the Insolvency Act 1986 or any similar event occurs under the law of any other jurisdiction.
"Intellectual Property"	means patents, inventions (whether or not patentable or capable of registration), trademarks, service marks, copyrights, topography rights, design rights and database rights, (whether or not any of them are registered or registerable and including applications for registration, renewal or extension of any of them), trade secrets and rights of confidence, trade or business names and domain names and all rights or forms of protection of a similar nature which have an equivalent effect to any of them which may now or in the future exist anywhere in the world;
"Invitation to Tender"	means the invitation documents on which the tenders for the present framework contract were submitted;
"Key Staff"	means the persons named in Section 5.
"Language"	means the English Language unless otherwise agreed;
"Material"	means any report, executive summary, paper, abstract or other document or media provided by the Contractor under Conditions 15 and 16;
"Personal Data"	means information relating to an individual who can be identified from it;
"Phase"	means an individual and separate part of the Project, where Phase 1 comprises solution exploration, Phase 2 comprises prototyping, and Phase 3 comprises original development of a limited volume of first products or services in the form of a test series;
"Project"	means the Research together with the Results;
"Project Intellectual Property"	means the arising Intellectual Property from the Project;
"Project Period"	means the period commencing on the Commencement Date and ending on the Completion Date (Phase by Phase) or such later date as may be agreed between the Parties unless otherwise determined in accordance with the terms of the Agreement;
"Research"	means the scope of work (research and development services) specified in Section 3;
"Results"	means any Data, or information or other material generated

by the Project;

“Services”	means the research and development services being provided by the Contractor to enable fulfilment of the Project;
“Sub-Contract”	any contract or agreement or proposed contract or agreement between the Contractor and any third party whereby that third party agrees to provide to the Contractor the Services or any part thereof or facilities or services necessary for the provision of the Services or any part thereof or necessary for the management, direction or control of the Services or any part thereof;
Variation	means an amendment to the Agreement executed through the completion of a Variation to Agreement Form signed on behalf of the Parties in accordance with Condition 7.

- 1.2 The interpretation and construction of the Agreement shall be subject to the following provisions:
- 1.2.1 a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as subsequently amended or re-enacted;
 - 1.2.2 the headings to Conditions are for ease of reference only and shall not affect the interpretation or construction of the Conditions;
 - 1.2.3 references to Conditions are references to Conditions in the Section of the Agreement in which they appear, unless otherwise stated;
 - 1.2.4 where the context allows, references to male gender include the female gender and the neuter, and the singular includes the plural and vice versa.

2. Phase 1, Phase 2, and Phase 3 of the Project

- 2.1 By the signing of the Parties of this Agreement and the call-off contract for Phase 1, the Authority assigns to the Contractor the task of performing the Services within the scope of Phase 1 of the Project (solution exploration). The Authority has simultaneously entered into corresponding framework contracts and call-off contracts for Phase 1 for the Project with [insert number] other contractors.
- 2.2 Upon completion of Phase 1, the Authority will, based on the End of Phase Report for Phase 1 submitted by the Contractor and the corresponding reports submitted by other contractors, make a call for bids among those that successfully completed Phase 1 to perform the Services within the scope of Phase 2 (prototyping) of the Project. The criteria and the method for evaluating those bids will be the criteria and the method used in evaluating the original tenders as set out in the SILVER_01 Invitation to Tender though elaborated and developed in further detail for the specific purposes of Phase 2. If possible, up to four contractors will be awarded contracts for Phase 2.

If the Contractor is awarded contract also for Phase 2, this Agreement shall continue in effect for the duration of that Phase and shall apply to that Phase as well. In addition, a separate contract for Phase 2, having the format set out in Section 6, shall be signed by the Authority and the Contractor upon the award.

If the Contractor is not awarded contract for Phase 2, this Agreement shall not have any effect with regard to Phase 2 or Phase 3 but shall expire upon the date announced by the Authority for final award of Phase 2.

2.3 If the Contractor is awarded contract for Phase 2, the following shall apply with regard to Phase 3.

Upon completion of Phase 2, the Authority will, based on the End of Phase Report for Phase 2 submitted by the Contractor and the corresponding reports submitted by other contractors, make a call for bids among those that successfully completed Phase 2 to perform the Services within the scope of Phase 3 (original development of a limited volume of first products or services in the form of test series) of the Project. The criteria and the method for evaluating those bids will be the criteria and the method used in evaluating the original tenders as set out in the SILVER_01 Invitation to Tender and the subsequent call for bids for Phase 2, though elaborated or developed in further detail for the specific purpose of Phase 3. If possible, two to three (2-3) contractors will be awarded contracts for Phase 3.

If the Contractor is awarded contract also for Phase 3, this Agreement shall continue in effect for the duration of that Phase and shall apply to that Phase as well. In addition, a separate contract for Phase 3, having the format set out in Section 7, shall be signed by the Authority and the Contractor upon the award.

If the Contractor is not awarded contract for Phase 3, this Agreement shall not have any effect with regard to Phase 3 but shall expire upon the date announced by the Authority for final award of Phase 3.

2.4 Successful completion of a phase is assessed in terms of satisfactory completion time and quality of the work, as well as technical and commercial feasibility of innovative solution to address the PCP challenge against the solution requirements outlined in the SILVER_02 Challenge brief, the SILVER_01 Invitation to Tender and the tender of the Contractor. The assessment of successful completion of a phase is carried out by the Authority or persons appointed by it.

2.5 Any award of continued assignment for the subsequent Phases (2 and 3) will be communicated in writing by the Authority to the Contractor.

2.6 Any reference in this Agreement to the Project refers also to each of the Phases awarded to the Contractor.

2.7 For Phase 1 at least 60 % of the Services shall be performed within the EU Member States, or a country that is associated to FP7.

For Phase 2 at least 70 % of the Services shall be performed within the EU Member States, or a country that is associated to FP7.

For Phase 3 at least 80 % of the Services shall be performed within the EU Member States, or a country that is associated to FP7.

The Contractor shall regularly, and always upon the request of the Authority, provide a verified account of the fulfilment of the above obligations.

3. Administration and Direction of the Project

3.1 The Authority and the group contracting authorities in SILVER may publish details of the Project for any non-commercial purpose, subject to the provisions of the Agreement. Such publication shall require the consent of the Contractor, which consent shall not be unreasonably withheld or delayed.

- 3.2 The Contractor shall ensure that each member of the Contractor's Staff engaged on the Project observes the Conditions of this Agreement and any Variation entered into between the Parties hereto and that the Contractor's Staff are advised of any consequent changes in the scope of the Agreement or the Project.
- 3.3 Notwithstanding the provisions of Clause 20, the Authority may terminate the Agreement if any of the Contractor's Key Staff are not available for the entire period needed to fulfil their duties in the Project, subject to prior discussion having first been held with the Contractor to attempt to identify and agree a mutually acceptable replacement and where the lack of availability of one or more of the Key Staff causes a material risk to the fulfilment of the delivery objective of the Project.
- 3.4 The objectives of the Project (and each separate Phase within it) are set out in Section 3. Within such objectives, details of the exact programme to be followed and the day-to-day responsibility for carrying out this programme will be under the control of the Contractor, in consultation, where appropriate, with the Authority's Representative.
- 3.5 The Contractor shall ensure full communication takes place between the Parties and such others as may be notified to the Contractor by the Authority and shall advise as required on the Project. In particular, the Contractor must notify the Authority and the relevant research ethics committee of any proposed deviation from the agreed protocol or if significant developments occur as the research and development work progresses, whether in relation to the safety of individuals or to scientific direction.
- 3.6 Notwithstanding the provisions of Clause 20, the Authority may terminate the Agreement forthwith should the Contractor be unwilling or unable for any reason to continue with the Project or if, in the reasonable opinion of the Authority, the Contractor is consistently failing to achieve an acceptable standard in relation to the Project. If this occurs, the Authority shall not be obliged to make any further financial payment to the Contractor.

4. Obligations of the Contractor and the Authority

- 4.1 The Contractor shall manage and complete the Project in accordance with the tender specification, the Challenge Brief, and the offer concerned and shall allocate sufficient resources to the Project to enable it to comply with this obligation, initially with regard to Phase 1, but subsequently also with regard to Phase 2 and Phase 3 insofar as the Contractor is awarded contracts for such later Phase or Phases. Section 3 of this Agreement (describing the Project in greater detail) shall be completed and updated by the Authority with regard to Phase 2 and Phase 3 in connection with the call for bids for those Phases.
- 4.2 The Contractor shall meet, with time being of the essence, any performance dates specified in Section 3 or elsewhere in the Agreement, including but not limited to End of Phase Reports and related documents. If the Contractor fails to do so, the Authority may, after giving the Contractor not less than 14 days' notice of its intention to do the same, (without prejudice to any other rights it may have):
- 4.2.1 terminate this Agreement in whole or in part without liability to the Contractor;
 - 4.2.2 refuse to accept any subsequent performance of the Project which the Contractor attempts to make;
 - 4.2.3 hold the Contractor accountable for any loss and additional costs incurred; and
 - 4.2.4 have all sums previously paid by the Authority to the Contractor under this agreement refunded by the Contractor.
- 4.3 The Contractor shall:
- 4.3.1 co-operate with the Authority in all matters relating to the Project;

- 4.3.2 subject to the prior written approval of the Authority, appoint or, at the written request of the Authority, replace without delay:
 - 4.3.2.1 the Contractor's Representative who shall have authority under this agreement contractually to bind the Contractor on all matters relating to the Project; and
 - 4.3.2.2 Key Staff or any member of the Contractor's team, who shall be suitably skilled, experienced and qualified to carry out the Project.
- 4.3.3 subject to clause 4.3.2, ensure that the same person acts as the Contractor's Representative throughout the term of this Project;
- 4.3.4 procure the availability of the Contractor's Representative and Key Staff for the purposes of the Project;
- 4.3.5 promptly inform the Authority of the absence of the Contractor's Representative and/or Key Staff. If the Authority so requires, the Contractor shall provide a suitably qualified replacement;
- 4.3.6 not make any changes to the Contractor's Representative, sub-contractors or the Key Staff without the prior written approval of the Authority, such approval not to be unreasonably withheld or delayed; and
- 4.3.7 ensure that the Contractor's team uses reasonable skill and care during the Project.
- 4.4 The Contractor shall:
 - 4.4.1 observe, and ensure that the Contractor's team observe, all rules and regulations and any other reasonable requirements of the Authority;
 - 4.4.2 notify the Authority as soon as it becomes aware of any issues which arise in relation to the Project; and
 - 4.4.3 before the Commencement Date obtain, and at all times maintain, all necessary licences and consents and comply with all relevant legislation in relation to the Project.
- 4.5 The Contractor acknowledges and agrees that the Authority is entering into this agreement on the basis that the details of the Project are accurate and complete in all material respects, and are not misleading.
- 4.6 The Authority shall:
 - 4.6.1 co-operate with the Contractor in all matters relating to the Project and appoint (and, as it thinks fit, replace) the Authority's Representative in relation to the Project, who shall have the authority contractually to bind the Authority on matters relating to the Project;
 - 4.6.2 provide such access to the Authority's and to the group contracting authorities' in SILVER premises and data, and such office accommodation and other facilities as may reasonably be requested by the Contractor and agreed with the Contractor in writing in advance, for the purposes of the Project;
 - 4.6.3 provide such information as the Contractor may reasonably request and the Contractor considers reasonably necessary, in order to carry out the Project, in a timely manner, and ensure that it is accurate in all material respects; and
 - 4.6.4 inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Authority's premises or premises of the group of SILVER contracting authorities in SILVER;

4.6.5 immediately inform Contractor if the group of SILVER contracting authorities in SILVER is constrained or changed through operation of circumstances of force majeure and let Contractor know what the consequences are.

5. Price and other financial provision

5.1 The total amount to be paid by the Authority to the Contractor shall not exceed the relevant amounts detailed in the Call-off Contracts Phase by Phase. Subject to these limits the Contractor is free to administer received payments within the terms of this Agreement without further reference to the Authority. The Contractor accepts, upon request from the Authority, to provide the Authority with complete, relevant and clear information about the allocation of monies paid by the Authority. In order to verify the compliance for payments with the requirements of this PCP, the tenderer accepts to provide not only a binding total price for the relevant Phase as well as a non-binding estimate for later Phase(s) but also the breakdown into cost categories and unit prices for each cost category; such unit prices will be also binding for later Phases.

The Contractor may adjust the agreed rates of Phase 1 in Phase 2 and Phase 3 by a percentage that is not higher than the inflation rate calculated by the Monetary Union Index of Consumer Prices (MUICP) compared to the year before.

5.2 Payments to third parties employed or hired by the Contractor, if any, shall remain the responsibility of the Contractor who shall ensure that such payments are made promptly.

5.3 During the Project Period, payments will be made by the Authority in accordance with dates and amounts specified in the Call-off Contracts. The Authority may suspend this payment schedule at any time if in the view of the Authority, acting reasonably, satisfactory progress on the Project has not been maintained, or reports have not been submitted as required under Conditions 15 and 16.

5.4 The Authority may request at any time such evidence as may reasonably be required that the Contractor has used the amounts paid in accordance with the Call-off Contracts in connection with the Project. The Contractor shall maintain proper financial records relating to the Project at all times during the Project Period and for a period of six years after the end of the Project Period.

5.5 The Contractor shall not make any material changes to the work detailed in the Call-off Contracts, or the total amount payable under the Contract, without prior written approval being given by the Authority.

5.6 The Contractor grants to the Authority and to any statutory or regulatory auditors of the Authority and to authorised agents the right of reasonable access to (and if necessary to copy) the relevant financial records during normal business hours.

5.7 The Contractor shall provide all reasonable assistance at all times during the currency of the Agreement and during the period of two years after termination or expiry of this Agreement for the purposes of allowing the Authority to obtain such information as is necessary to fulfil the Authority's obligations to supply information for Parliamentary, Governmental, Judicial or other administrative purposes and/or to carry out an audit of the Contractor's compliance with this Agreement including all activities, performance, security and integrity in connection therewith.

5.8 On completion of the Project Period, the final payment under the Agreement will be paid by the Authority to the Contractor within 30 (thirty) days, provided that:

5.8.1 the Project has been completed to the reasonable satisfaction of the Authority;

5.8.2 the reports required under Conditions 15 and 16 have been submitted by the Contractor; and

- 5.8.3 agreement has been reached in respect of any remaining issues needed to be settled.
- 5.9 If at any time an overpayment has been made to the Contractor for any reason whatsoever, the amount of such overpayment shall be taken into account in the assessing of any further payments, or shall be recoverable from the Contractor at the Authority's discretion.
- 5.10 The Contractor shall keep and maintain until six years after this Agreement has been completed, or as long a period as may be agreed between the parties, full and accurate records of the Project including:
- 5.10.1 all aspects of the Project;
- 5.10.2 all expenditure paid by the Authority; and
- 5.10.3 all payments made by the Authority,
- and the Contractor shall on request afford the Authority or the Authority's representatives such access to those records as may be required in connection with the Agreement.
- 5.11 Where the Contractor enters into a Sub-Contract with a supplier or contractor for the purpose of performing the Agreement, it shall cause a term to be included in such a Sub-Contract that requires payment to be made of undisputed sums by the Contractor to the Sub-Contractor within a specified period not exceeding 30 days from the receipt of a valid invoice, as defined by the Sub-Contract requirements.
- 5.12 Wherever, under the Agreement, any sum of money is recoverable from or payable by the Contractor (including any sum that the Contractor is liable to pay to the Authority in respect of any breach of the Agreement), the Authority may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Agreement or under any other agreement or contract with the Authority.
- 5.13 The Contractor shall make any payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise, unless the Contractor has a valid court order requiring an amount equal to such deduction to be paid by the Authority to the Contractor.

6. Set Off

If any sum of money shall be due from the Contractor to the Authority or any other Government Department, the same may be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this Agreement or any other agreement with the Authority or with any other department, office or agency of the Crown.

7. Variation

- 7.1 If at any time it appears likely that any provision of the Agreement, in particular the Project, needs to be amended within the context of the challenge, the Contractor shall immediately inform the Authority in writing requesting a Variation to the Contract, giving full details of the justification for the request and giving proposals for the Variation to the Agreement. Upon receipt of such a request the Authority may:
- 7.1 agree to vary the Agreement;
- 7.2 vary the Project in a manner which the Contractor agrees can be carried out within the Project Period and the Price with regard to the relevant Phases;
- 7.3 refuse the request and require the continuation of the Project in accordance with the Agreement; or

7.4 give notice of termination in accordance with Condition 20.

7.2 Any Variation to the Agreement shall be set out in a Variation to Agreement Form as set out at Schedule A to this Section 2 and signed by both Parties.

8. Staff Appointments

8.1 All staff providing Services in connection with this Agreement shall be bound by the same terms and conditions of service which are normally applicable to the Contractor's staff.

8.2 The Authority has a commitment to equal opportunities which the Contractor must adhere to. The Contractor must not discriminate on the grounds of gender, race, disability, sexuality, age or religion or otherwise allow any applicable employment legislation to be breached.

8.3 The Contractor will ensure that the terms and conditions of staff employed or hired to provide services in connection with this Agreement contain provisions in respect of Intellectual Property compatible with the terms of this Agreement.

8.4 The Contractor shall ensure that any individuals employed by or having a contract for services with the Contractor relating to this Agreement comply with any of the Authority's rules and regulations in this respect.

9 Publicity

9.1 During the Project Period, and prior to the publication of the Results or Data or of matters arising from such Results or Data in accordance with Condition 19, the Contractor shall not without the prior written consent of the Authority release, or otherwise make available to third parties, information relating to the Agreement or the Project by means of any public statement in particular any press announcement or displays or oral presentations to meetings.

9.2 In the event that the Contractor fails to comply with Condition 9.1 the Authority reserves the right to terminate the Agreement for Default by notice in writing effecting accordance with Clause 20.4.

10. Confidentiality

10.1 In respect of any Confidential Information that it may receive from the other Party and subject always to the remainder of this Clause 10, the receiving Party undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party, without the disclosing Party's prior written consent provided that:

10.1.1 the receiving Party shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the commencement of the contract concerned; and

10.1.2 nothing herein shall be so construed as to prevent either Party from using data processing techniques, ideas, know-how and the like gained during the performance of the contract concerned in the furtherance of its normal business, to the extent that this does not result in a disclosure of confidential information or infringement of any valid Intellectual Property Rights of either Party or the unauthorised processing of any Personal Data.

10.2 Condition 10.1 shall not apply to any Confidential Information received by one Party from the other:

10.2.1 which is or becomes public knowledge (otherwise than by breach of this Condition);

- 10.2.2 which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
 - 10.2.3 which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
 - 10.2.4 is independently developed without access to the Confidential Information as evidenced by receiving Party's written notes; or
 - 10.2.5 which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure.
- 10.3 The obligations of each of the Parties contained in Condition 10.1 above shall continue without limit in point of time. In the event that the Contractor fails to comply with this Condition 10.3 the Authority reserves the right to terminate the Agreement by notice in writing for Default in accordance with Clause 20.4.
- 10.4 Nothing in this Clause 10 shall be deemed to prevent the Authority or group of SILVER contracting authorities in SILVER from disclosing, publishing or otherwise make use of the Material, Results, Data, lessons learnt, experiences, or other key results of the Project.

11. Confidentiality of Personal Data

- 11.1 The collection, handling and use of Personal Data relating to individuals shall be treated as confidential at all times, save that the Parties shall nevertheless be entitled to disclose Personal Data as required pursuant to a statutory, legal or parliamentary obligation placed upon the Party.
- 11.2 The Contractor shall at all times be responsible for ensuring that all Personal Data (including Personal Data in any electronic format) is stored securely. The Contractor shall take appropriate measures to ensure the security of such Personal Data and guard against unauthorised access thereto or disclosure thereof or loss or destruction while in its custody.
- 11.3 Personal Data shall not be made available to anyone other than those employed directly on the Project by the Contractor, to the extent that they need access to such information for the performance of their duties.
- 11.4 The Contractor shall fully indemnify and hold harmless the Authority, its employees and agents against all liabilities, losses, costs, charges and expenses incurred as a result of any claims, demands, actions and proceedings made or brought against the Authority by any person arising from the loss, unauthorised disclosure of Personal Data by the Contractor, or any sub-contractor, servant or agent of the Contractor or any person within the control of the Contractor.
- 11.5 Subject to Condition 11.4, the Contractor shall at its own expense conduct any litigation arising from any such claims, demands, actions or proceedings and all the negotiations for the settlement of the same and the Authority hereby agrees to grant the Contractor exclusive control of any such litigation or the negotiations for the settlement of the same.
- 11.6 No information which would lead to the identification of an individual shall be included in any publications without the prior agreement in writing of the individual concerned. No mention shall be made of individual officers of the Authority, nor shall information be included which might lead to their identification, without the prior agreement in writing of the Authority.
- 11.7 The Contractor shall, at all times, comply with the provisions of the Data Protection Act 1998.

12. Anonymising of Personal Data

The Authority shall not be entitled to inspect, take or be supplied with copies of any specific basic factual (or “raw”) Personal Data obtained in connection with the Project other than in an anonymised form. The Contractor shall ensure that all Personal Data is anonymised as and when it is obtained and that the key to personal identities of all persons to whom the Personal Data relates is kept in a separate and secure place.

13. Rights to Data

Subject to the provisions of Condition 12, the Authority reserves the right to have access to and to use Data compiled during the course of the work and will respect existing guidance on confidentiality of any Data which it obtains.

14. Ethics

The Contractor will ensure that work in any way connected with this Project is conducted in accordance with the Authorities’ guidelines as may be issued, or referred to, from time to time by the Authority, copies of which are to be made available to the Contractor as appropriate

15. Monitoring and Reporting

15.1 Progress of the Project will be reviewed periodically by the Authority’s Representative against the specifications detailed in Section 3.

15.2 The Contractor shall provide an interim report when reasonably required to do so by the Authority. The interim report shall be in a form and otherwise in compliance with the guidance notes issued by the Authority’s Representative as amended from time to time and shall detail all Data, methods, Results and provisional conclusions together with management information and any other information relating to the Project.

15.3 During the Project Period the Contractor shall provide verbal or written reports as reasonably required by the Authority on any aspect of the Project.

15.4 The Contractor will allow its facilities, procedures and documentation to be submitted for scrutiny by the Authority or its auditors in order to ascertain compliance with the relevant applicable laws and the terms of this Contract.

15.5 The Contractor shall retain and maintain all assets necessary to ensure continued compliance with legislation that may apply from time to time.

16. End of Phase Report and Evaluation

16.1 The Contractor shall provide an End of Phase Report on each relevant Phase of the Project, in the approved language, within 14 days of the Completion Date. The End of Phase Report shall be in the form as set out in Schedule B to this Section 2 and shall further be in compliance with the guidance notes issued by the Authority’s Representative as amended from time to time or as otherwise required by the Authority’s Representative and shall include the Data, methods, Results and final conclusions together with management information and any other information relating to the Project up to the Completion Date.

16.2 Notwithstanding the provisions of Conditions 15 and 16.1, the Authority’s representative is entitled to carry out a visit to the Contractor’s premises at any time for the purpose of due diligence and evaluation in respect of the Project.

17. Intellectual Property Rights

- 17.1 All Background Intellectual Property used or supplied under this Agreement in connection with the Project shall remain the property of the Party introducing the same and nothing contained in this Agreement or any licence agreement pertaining or pursuant to the Project shall affect the rights of either Party in its Background Intellectual Property.
- 17.2 The Contractor shall within two weeks of the signing of this Agreement provide the Authority with full information in writing about what Background Intellectual Property it (or any of its subcontractors) holds at the date of this Agreement that pertains or may pertain to the Project or any part thereof.
- 17.3 If the Contractor (or any of its subcontractors) generates new Intellectual Property, whether the Contractor (or subcontractor) intends to file for protection of it or not, the Contractor shall within one month from such generation inform the Authority about the contents of such Intellectual Property.
- 17.4 Subject to Conditions 17.5 and 18.5, the Project Intellectual Property shall, in relation to the Authority, belong to the Contractor.
- 17.5 The Contractor gives the Authority and the group of SILVER contracting authorities in SILVER a worldwide free and non-exclusive licence to use the Project Intellectual Property and if necessary the Project Background Intellectual Property and any relevant open source licences for internal use with protection of claims of third parties as mentioned in article 24.7 and upon request offers licenses to third parties in EU Member states or a country that is associated to FP7, at a fair market price with consideration of the rights of other third parties that do not accrue to the Contractor.

18. Exploitation of Intellectual Property

- 18.1 The Contractor shall inform the Authority of any Results which are capable of exploitation whether patentable or not.
- 18.2 The Contractor shall, as appropriate, devise, publish, implement and maintain procedures for the management of Intellectual Property in the Results and in particular, but without limitation, shall use all reasonable endeavours to ensure that:
- 18.2.1 the Results of the Project are identified, recorded and carefully distinguished from the outputs of other research and development activities not covered by the Project;
- 18.2.2 prior to any publication of the Results of the Project, patentable inventions arising from the Results are identified, duly considered for patentability and, where it is reasonable so to do, patent applications in respect thereof are filed at the British or European Patent Office; and
- 18.2.3 all such patent applications are diligently executed having regard to all relevant circumstances.
- 18.2 The Contractor shall permit the Authority to monitor the operation and effectiveness of the Contractor's procedures for the management of Intellectual Property in such a way as the Authority considers reasonably necessary.
- 18.3 Consistent with the good management of Intellectual Property and the agreement of the Authority, the Contractor shall use its best endeavours to:
- 18.3.1 promote the dissemination of the Results of the Project; and

18.3.2 where reasonable and practicable, exploit commercially such Results to generate either capital or revenue or both.

18.4 The Contractor may exploit commercially any publications arising from the Project.

18.5 If, within four years of its creation, any Project Intellectual Property has not been commercially exploited by the Contractor (and/or any potential subcontractors), and the Contractor (and/or any potential subcontractors) is not using its best endeavours to do so, or the Contractor (and/or any potential Subcontractor) is using the Project Intellectual Property to the detriment of public interest, the Contractor (and any potential subcontractors) shall if requested by the Authority and the group of SILVER contracting authorities in SILVER assign the Project Intellectual Property rights to the Authority or one of contracting authorities in SILVER.

19. Publication

19.1 The Authority's Representative must be notified prior to any publication (whether in oral, written or other form) in particular any press announcement of the Research, Results or Data or of matters arising from such Results or Data that is made within a period of [insert relevant number] years from the expiry of the Project Period. One draft copy of the proposed publication shall be sent to the Authority's Representative at the same time as submission for publication or at least 28 days before the date intended for publication whichever is earlier.

19.2 In the event that the Contractor fails to comply with Condition 19.1 the Authority reserves the right to terminate the Agreement by notice in writing with immediate effect.

19.3 Subject to the provisions of Condition 10 and notwithstanding the provisions of Clause 17 the Authority may at any time freely publish or otherwise share with other contracting authorities the Material, Results, Data, or other lessons learnt, experiences, and key results of the Project.

19.4 Any publication resulting from work carried out under this Agreement shall acknowledge the Authority's financial support and carry a disclaimer as the Authority may require or in the absence of direction from the Authority a notice as follows:

"This report is work commissioned by the Authority. The views expressed in this publication are those of the author(s) and not necessarily those of the Authority".

20. Termination

20.1 Without prejudice to any other provision of the Agreement, this Agreement may be terminated by the Authority giving one months' notice in writing to the Contractor, unless the time remaining to the end of the relevant Phase is less than one months, in which case the notification time shall be all remaining time to the end of that Phase. Should the option to terminate be exercised by the Authority, it shall indemnify the Contractor from and against all and any actual cost unavoidably incurred up until termination, and directly and exclusively attributable to work that the Contractor has been obliged to perform up until such time, by reason or in consequence of the termination provided that the Contractor takes all immediate and reasonable steps to minimise the loss.

20.2 With regards to Condition 20.1 the Authority will not pay any sum which, when taken together with any sums paid or due or becoming due to the Contractor under this Agreement, will exceed such total sums as would have been payable under this Agreement if the Contractor had fulfilled its obligations under this Agreement.

20.3 The Authority may at any time and from time to time by notice in writing terminate this Agreement without liability for any damage, loss or expenses arising as a result of or in connection with such termination if there is a change of control (as defined by section 416 of the Income and Corporation Taxes Act 1988) in Contractor. The Authority shall only be permitted to exercise its rights pursuant to this Condition 20.3 for 6 (six) months after any such change of control and shall

not be permitted to exercise such rights where the Authority has agreed in advance in writing to the particular change of control and such change of control takes place as proposed. The Contractor shall notify the Authority within 2 (two) weeks of any change of control taking place.

- 20.4 The Authority may at any time and from time to time by notice in writing terminate this Agreement without liability for any damage, loss or expenses arising as a result of or in connection with such termination if:
- 20.4.1 the Services are not in compliance with requirements on research and development services as defined in the Frascati Manual (Proposed Standard Practice for Surveys on research and Experimental Development, OECD, latest edition 2002) or in case of non-compliance with any other requirement mentioned in the SILVER_01 Invitation to Tender and declared in the signed declaration that is part of the tender.;
 - 20.4.2 any approvals consent or licences required under this Agreement are not given unconditionally within 6 (six) months of the commencement of the Project Period;
 - 20.4.3 the Contractor is subject to an Insolvency Event;
 - 20.4.4 the Contractor is in Default under this Agreement and if:
 - 20.4.4.1 the Default is capable of remedy and the Contractor shall have failed to remedy the Default within 30 (thirty) days of written notice being sent to the Contractor specifying the Default and requiring its remedy; or
 - 20.4.4.2 the Default is not capable of remedy;
 - 20.4.5 any provision of this Agreement (other than as previously specified in the preceding provisions of this Condition 20) expressly entitles the Authority to terminate this Agreement;
 - 20.4.6 the Contractor, or any Subcontractor on whose resources he has relied in the procurement that has preceded this Agreement, becomes subject to any exclusion criteria listed in the Invitation to tender.
- 20.5 Termination of this Agreement by the Authority under the preceding provisions of the above Condition 20.4 shall (at the option of the Authority) terminate this Agreement with immediate effect as from the date of service of the notice of that termination or from the expiry of a period (not exceeding 6 (six) months) specified in that notice.

21. Consequence of Termination

- 21.1 Termination of this Agreement, however caused, shall not:
- 21.1.1 release the Contractor from any duty or obligation of confidence which falls on it, its servants, agents, employees or former employees under this Agreement or under the general law governing confidential information;
 - 21.1.2 prejudice or affect any rights, action or remedy which shall have accrued before termination or shall accrue thereafter to any Party.

22. Equipment

- 22.1 The Contractor shall take all practical steps to purchase all materials, equipment, and services at a fair and reasonable price.

23. Warranties and Indemnities

- 23.1 The Contractor warrants and represents that:
- 23.1.1 the Contractor has full capacity and authority and all necessary licences, permits and consents to enter into and perform this Agreement;
 - 23.1.2 this Agreement is executed by a duly authorised representative of the Contractor;
 - 23.1.3 there are no actions, suits or proceedings pending or, to the Contractor's knowledge, threatened against or affecting the Contractor before any court or administrative body or tribunal that might affect the ability of the Contractor to meet and carry out its obligations under this Agreement;
 - 23.1.4 the Project will be carried out by appropriately experienced, qualified and trained personnel with all due skill, care and diligence;
 - 23.1.5 the Contractor will discharge its obligations hereunder with all due skill, care and diligence including, but not limited to, good industry practice and (without limiting the generality of the foregoing) in accordance with its own established internal procedures;
 - 23.1.6 the Contractor will attribute (for Phase 1 as well as for each subsequent Phase for which he is awarded a contract) the monies [or a specified minimum requirement percentage, exceeding 50 per cent] paid by the Authority hereunder to the Research,
 - 23.1.7 the provision of the Project and the Authority's use thereof shall not infringe any Intellectual Property Rights of any third party.
 - 23.1.8 the Contractor will comply in Phases 2 and 3 - in the event he is awarded a contract for these Phases - with all national requirements concerning safety, ethics and healthcare regulation in the countries of the Group of Silver contracting Authorities. Contractor will be informed about these requirements before Phase 2 and 3.

24. Indemnity, Insurance and limitation of the Authority's liability

- 24.1 The Contractor shall indemnify the Authority, their officers, servants and agents fully against any liability, loss, claim or proceedings whatsoever arising under any statute or at common law in respect of:
- 24.1.1 any damage to property, real or personal, including any infringement of third party Intellectual Property rights whether patents, copyright, registered designs or otherwise;
 - 24.1.2 any injury to persons, including injury resulting in death; and
 - 24.1.3 arising out of or in the course of or in connection with the Project except in so far as such damages or injury shall be due to any act or neglect of the Authority.
- 24.2 The Contractor shall promptly notify the Authority if any claim or demand is made or action brought against the Contractor for infringement or alleged infringement of Intellectual Property which might affect the Project.
- 24.3 The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of the Agreement.
- 24.4 The Contractor shall hold employer's liability insurance in respect of staff in accordance with any legal requirement for the time being in force.
- 24.5 The Contractor shall produce to the Authority's Representative, on request, copies of all

insurance policies referred to in this Condition or other evidence confirming the existence and extent of the cover given by those policies, together with receipts or other evidence of payment of the latest premiums due under those policies.

24.6 The terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Agreement. It shall be the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability referred to in Condition 24.3.

24.7 In no event, shall the Authority be liable to the Contractor for indirect or consequential loss or damage.

25. Assignability and Preferred Partner

25.1 The Contractor shall not sub-contract, transfer or assign the whole or any part of this Agreement without the prior written consent of the Authority whose consent may be subject to such terms and conditions as the Authority may see fit to impose.

Such consent will only be given if the acquiring party, who is to assume all corresponding obligations of the Contractor under this Agreement, can prove to the full satisfaction of the Authority that the acquiring party fulfils all minimum requirements and selection criteria of the procurement that has preceded this Agreement.

25.2 The Contractor shall be responsible for the acts and omissions of his Sub-contractors as though they were his own.

25.3 The Authority may, prior to the deadline for bids for Phase 2 – without any consent from the Contractor being required – and on the condition the Contractor is duly informed within said time request a third party, that is a procuring entity under its national laws to become a preferred partner to this Agreement (“Preferred Partner”). Such a Preferred Partner shall have access to all information (also Confidential Information) resulting from the PCP and will most probably (depending on the Agreement between the Authority and the Preferred Partner) conduct testing in Phases 2 and 3. Such Preferred Partner shall not assume the rights, obligations and liabilities under article 17 and 18 of this Framework agreement in relation to the Contractor. Such Preferred Partner shall assume the rights, obligations and liabilities in relation to the Contractor specified in articles 10, 11, 12, and 13 of this Framework agreement, the Authority remaining entitled and obligated as before. The Contractor shall not be entitled to any additional payments as a consequence of the Preferred Partner entering into this Agreement.

The status as Preferred Partner under this subsection 25.3 may only be awarded to one further Authority or entity per country of the Group of SILVER contracting Authorities domiciled in Denmark, Finland, the Netherlands, Sweden or the UK.

25.4 Should the Authority (or any New Authority) become subject to a merger, split, or other restructuring measure, its rights and obligations shall automatically – without any consent from the Contractor being required – transfer to the new (where this is the case) legal entity that is to continue the activities encompassed by this Agreement. In no case shall the rights and obligations of the parties hereunder be affected by any changes in the ownership of the Authority (or any New Authority).

26. Severability

26.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been executed with the invalid provisions eliminated.

26.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the

purpose of this Agreement, the Parties shall immediately commence good faith negotiations to remedy such invalidity.

27. Waiver

The waiver by the Authority of any right or remedy in respect of any breach of any term or condition or requirement of this Contract shall not prevent the subsequent enforcement thereof and shall not be deemed to be a waiver of any right or remedy in respect of any subsequent breach.

28. Corrupt Gifts or Payments

28.1 The Contractor shall not:

28.1.1 offer or give, or agree to give, to any employee or representative of the Authority any gift or consideration of any kind as an inducement or reward for doing, or refraining from doing or having done or refrained from doing, any act in relation to the obtaining or execution of this or any other Contract with the Authority or for showing or refraining from showing favour or disfavour to any person in relation to this or any such Contract

28.1.2 enter into this or any other Contract with the Authority in connection with which commission has been paid by him or on his behalf, or with his knowledge, unless before the Contract is made, particulars of any such commission and the terms and conditions of any agreement for the payment thereof have been disclosed in writing to the Authority.

28.2 Any breach of this condition, by the Contractor or by anyone acting on his behalf or employed by him, whether with or without his knowledge, or the commission of any offence by the Contractor or by anyone acting for him or employed by him under applicable legislation on bribery and corruption etc. in relation to this or any other Contract shall entitle the Authority to terminate the Contract and recover from the Contractor the amount of any loss resulting from such a termination and/or recover from the Contractor the amount or value of such gift, consideration or commission.

29. Dispute Resolution

29.1 Any dispute between the parties arising out of or in connection with this Contract (other than in relation to the payment of any money) shall in the first instance be referred to the Contractor's Representative and the Authority Representative for resolution. The parties agree to work together in good faith to reach an agreed settlement of any such dispute.

29.2 If within 14 days of the meeting of the Contractor's Project Manager and the Authority Contract Manager the dispute has not been resolved, the Parties agree to submit the dispute to a Director of the Contractor and the appropriate Officer of the Authority or such other person as the Authority sees fit and who shall have responsibility to settle such dispute on behalf of the Authority. The Parties shall meet within 7 days of the reference to them of any dispute and shall work together in good faith to resolve the dispute.

29.3 If within 14 days if the dispute has not been resolved, the dispute may be referred, by either Party, to mediation by a mediator to be agreed between the Parties. The fee for the appointed mediator shall be shared equally between the Parties.

29.4 Nothing in Clauses 29.1 29.2 or 29.3 shall preclude either Party from commencing an action in a court of law in England for a legal remedy where time is of the essence and the remedy sought is only available in a court of law. In all other circumstances the Parties shall attempt to resolve a dispute in accordance with Clause 29.2 before embarking on litigation.

29.5 If the matter cannot be resolved through mediation, the Parties will, at the request of either of

them, attempt in good faith to resolve the dispute through an agreed Alternative Dispute Resolution (“ADR”) procedure.

- 29.6 If the matter has not been resolved by an agreed ADR procedure within one month of the initiation of such procedure, the dispute shall be referred to a single arbitrator to be agreed upon by the Parties or in default of agreement within 14 days to be nominated by the President for the time being of the Chartered Institute of Arbitrators in accordance with the Arbitration Act 1996. The arbitration shall take place in London and shall be in accordance with the Arbitration Act 1996 and such arbitration rules as the Parties may agree or, in default of agreement, in accordance with the Rules of the London Court of International Arbitration which Rules are deemed to be incorporated by reference into this Condition.
- 29.7 The decision of the arbitrator shall be final and binding on the Parties.

30. Notices

- 30.1 All notices to be given hereunder shall be in writing and may be served either personally at or by registered post to the address of the relevant Party as set out in Section 3, or as it may from time-to-time be notified in writing to the other Party and in the case of postal service shall be deemed to have been given 3 working days after the day on which the notice was posted.

31. Relationships

This Agreement does not make any Party the employee, agent, partner or legal representative of the other Party for any purpose whatsoever. No Party is granted any right or authority to assume or create any obligation or responsibility, expressed or implied, on behalf of or in the name of the other Party. In fulfilling obligations pursuant to this Agreement the Contractor shall be acting as an independent contractor.

32. Freedom of Information Act 2000

- 32.1 The Contractor acknowledges that the Authority is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall assist and cooperate with the Authority to enable the Authority to comply with these Information disclosure requirements.
- 32.2 The Contractor shall and shall procure that its sub-contractors shall:
- 32.2.1 transfer any request for Information to the Authority as soon as practicable after receipt and in any event within five working days of receiving a request for Information;
 - 32.2.2 provide the Authority with a copy of all Information in its possession or power in the form that the Authority requires within five working days (or such other period as the Authority may specify) of the Authority requesting that Information; and
 - 32.2.3 provide all necessary assistance as reasonably requested by the Authority to enable the Authority to respond to a request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations 2004.
- 32.3 The Authority shall be responsible for determining at its absolute discretion whether any commercially sensitive Information and/or any other Information:
- 32.3.1 is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations 2004;
 - 32.3.2 is to be disclosed in response to a request for Information, and in no event shall the Contractor respond directly to a request for Information unless expressly authorised to do so by the Authority.

32.4 Notwithstanding the provisions of Condition 10, the Contractor acknowledges that the Authority may, acting in accordance with the Department for Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Authorities under Part I of the Freedom of Information Act 2000, be obliged under the FOIA, or the Environmental Information Regulations 2004 to disclose confidential Information:

32.4.1 without consulting with the Contractor, or

32.4.2 following consultation with the Contractor and having taken its views into account.

32.5 The Contractor shall ensure that all information produced in the course of the Agreement or relating to the Agreement is retained for disclosure and shall permit the Authority to inspect such records as requested from time to time.

33. Unlawful Discrimination and Human Rights

33.1 The Contractor must comply with all primary legislation of the United Kingdom including but not limited to the Equalities Act of 2000 and the Race Relations Act 1976.

33.2 The Contractor shall not discriminate directly or indirectly or by way of victimisation or harassment against any person on racial grounds;

33.3 The Contractor shall notify the Authority immediately of any investigation of or proceedings against the Contractor and shall cooperate fully and promptly with any requests of the person or body conducting such investigation or proceedings, including allowing access to any documents or data required, attending any meetings and providing any information requested.

33.4 The Contractor shall indemnify the Authority against all costs, claims, charges, demands, liabilities, damages, losses and expenses incurred or suffered by the Authority arising out of or in connection with any investigation conducted or any proceedings brought under any primary legislation on unlawful discrimination or human rights due directly or indirectly to any act or omission by the Contractor, its agents, employees or sub-contractors.

33.5 In addition to its obligations under Conditions 33.1 to 33.4 above, the Contractor shall ensure that it complies with all current employment legislation or any other relevant legislation relating to discrimination in the employment of employees for the purpose of providing the Project. The Contractor shall take all reasonable steps (at its own expense) to ensure that any employee employed in the provision of the Project does not unlawfully discriminate within the meaning of this Condition 33.5 and shall impose on any sub-contractor obligations substantially similar to those imposed on the Contractor by this Condition 33.5.

33.6 The Contractor shall undertake, or refrain from undertaking, such acts as the Authority requests so as to enable the Authority to comply with its obligations under any primary legislation on unlawful discrimination or human rights.

33.7 The Contractor agrees to indemnify and keep indemnified the Authority against all loss, costs, proceedings or damages whatsoever arising out of or in connection with any breach by the Contractor of its obligations under Condition 33.

34. No Rights of Third Parties

A person who is not a Party to this Agreement shall have no right to enforce any terms of it which confer a benefit on him.

35. Entire agreement

This Agreement constitutes the entire agreement between the parties relating to its subject matter. Each Party acknowledges that it has not entered into this Agreement on the basis of

any warranty, representation, statement, agreement or undertaking except those expressly set out in this Agreement. Each Party waives any claim for breach of this Agreement, or any right to rescind this Agreement in respect of, any representation which is not an express provision of this Agreement. However, this clause does not exclude any liability which either Party may have to the other (or any right which either Party may have to rescind this Agreement) in respect of any fraudulent misrepresentation or fraudulent concealment prior to the execution of this Agreement.

36. Law

This Agreement shall be considered as a Contract made in England and be construed in accordance with English Law. Subject to Condition 29 the English Courts will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of or in connection with this Agreement or the procurement procedure that has preceded it, except that either Party may bring proceedings for an injunction in any jurisdiction.

**SCHEDULE A
VARIATION TO CONTRACT FORM**

Project Title:

Project Application No:

Contract between the Technology Strategy Board (“the Authority”)
in the name and on behalf of the SILVER contracting authorities
and [] (“the Contractor”)

dated (“the Contract”)

Variation No: _____

Date: _____

1. The Contract is varied as follows:
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

SIGNED:

For: The Authority

By:

Full Name:

Position:

Date:

For: The Contractor

By:

Full Name:

Position:

Date:

**SCHEDULE B
END OF PHASE REPORT FORM**

SECTION 3 CALL-OFF CONTRACT FOR PHASE 1

This call-off contract is made between

- (1) The Technology Strategy Board in the name and on behalf of the SILVER contracting authorities (the “Authority”); and
- (2) [] (“the Contractor”)

Whereas:

1. The Authority and the Contractor signed the Framework Agreement for [...] dated [insert date], which provides for Call-off Contracts to be executed during the time of the Framework Agreement
2. The Contractor has send in a tender on [date] with reference to the Authority for Phase 1;
3. In this call-off contract specific conditions are laid down in relation to the performance of the work by the Contractor.

IT IS AGREED as follows:

1. Object

- 1.1 The Authority hereby commissions the Contractor to perform the Services as described in the tender submitted by the Contractor on [date], Ref [reference], in so far as this Agreement does not contain any provisions to the contrary, <(add if relevant) on the understanding that [free text: changes in relation to tender,; reference to any call-off contracts including dates, etc], which commission the Contractor hereby accepts.>
- 1.2 The following documents form an integral part of this Agreement. In so far as any of them are inconsistent with each other, a higher ranked document will take precedence over a lower ranked document:
 - Framework Agreement;
 - The Call-off Contract Phase 1;
 - SILVER_01 Invitation to tender;
 - SILVER_02 Brief;
 - The tender.
- 1.3 Capitalised words and phrases in this Agreement shall, unless defined herein, have the same meaning as defined in the Framework Agreement.

2. Conclusion and duration

- 2.1 This Call-off Contract shall take effect once it has been signed by both/all parties.

- 2.2 The agreed Services will be completed by [end date].
Or <The agreed Services will be performed in the period from [start date] to [end date].>

3. Price and other financial provisions

- 3.1 Payments will be made on the basis of the payment schedule .
- 3.2 The fixed sum referred to in Article 3.1 amounts to EUR [price] including VAT, travel and accommodation and all other costs.
- 3.3 The agreed rates are fixed and will remain unchanged for the duration of this Agreement.
- 3.4 The remainder will be paid after the result of the Services has been received and accepted.
- 3.5 The invoices should be drawn up by the Contractor, stating the reference number stated at the top of this Call-off Contract and the names of the Contracting Authority's and the Contractor's contacts, and should be sent to: ...

4. Representatives (Project Managers)

- 4.1 The Authority's contact is [name and function]. The Contractor's contact is [name and function]

5. Final provision

- 5.1 It is intended that the indicated amounts will be paid by the Authority to the Contractor within **xxx (advisory) 30 days** of the dates listed.

[To be divided between and elaborated for Phase 1, Phase 2, and Phase 3, where prices and payments shall be fixed and precise for Phase 1, but may – at the time of the Agreement – be only preliminarily indicated for Phases 2 and 3]

Signed by the duly authorised signatory
of the Authority:

.....
Signature

.....
Full Name

.....
Position Held

.....
Date

Signed by the duly authorised signatory
of the Contractor:

.....
Signature

.....

Full Name

.....

Position Held

.....

Date

Payment schedule

Date	Amount (Euros)
Monthly payment dates to be added	
Financial Year 20XX/XX sub-total	
Financial Year 20XX/XX sub-total	
Financial Year 20XX/XX sub-total	
TOTAL	

**SECTION 4
KEY STAFF**

[NAME & FULL POSTAL ADDRESS]

[The Contractor's Representative]

[NAME & ADDRESS]

[NAME & ADDRESS]

[NAME & ADDRESS]

Stephen Browning
The Technology Strategy Board
North Star House
North Star Avenue
Swindon
SN2 1UE

[

**SECTION 5
DOCUMENTS**

DOCUMENT TYPE: REFERENCES TO QUOTE

- Phase 1 Documents*
- SILVER_01 Invitation to Tender Document (Process and Timelines)
 - SILVER_02 Challenge Brief
 - SILVER_03 Guidance (for completing Tender Form)
 - SILVER_04 Tender Form
 - SILVER_05 Questions & Answers
 - SILVER_06 Framework Agreement all phases (this document)
 - SILVER_07 End of Phase Report Form

Documents not included above are intentionally excluded from this Agreement

SECTION 6
CALL-OFF CONTRACT FOR PHASE 2**PM – based upon model for Phase 1**

**SECTION 7
CALL-OFF CONTRACT FOR PHASE 3**

PM – based upon model for Phase 1.



7. End of phase report

The purpose of the end of phase report is to ensure that contractors have performed the procured R&D services as specified in the framework agreement. Please describe the work undertaken during Phase (1 or 2 or 3), including what work was completed and why this was important. Please complete this form as fully as possible.

This report must be submitted within 14 days of the completion / termination of the phase. You are advised that satisfactory completion of this report forms part of the contract.

The end of phase report will be submitted through email to the following email address: competitions@silverpcp.eu .

The objectives of reporting:

- To create an understanding of the work undertaken and its success in meeting the project's agreed objectives.
- Also, to provide the company with a comprehensive report to share with stakeholders and those that may help further commercialisation.

The report should be completed by the contractor, with input from any sub-contractors or project partners as appropriate. Please answer, wherever possible, on behalf of the business units, divisions, companies or other legal entities involved in the work. If this is not possible, please specify the organisation to which your answers refer.

Please answer the questions in the spaces provided. Try to answer fully, but keep your answers succinct and no longer than necessary to clearly explain them. When describing technical solutions, please regard your audience as being someone familiar with the technology, but not an expert. The report may be done in narrative alone. However, diagrams or pictures may be added where these aid clarity within the restriction on the page limit of a total of 4 sides of A4.

Because the true impact of an R&D project often takes several years to emerge, we may approach you for up to six years after project completion to follow up on the questions in this report. Your co-operation with any such follow up work is greatly valued.



SILVER_07 SILVER End of phase report

1. Details	
Type of Organisation:	Please Select One Private sector, Public sector, Academic, Not for profit (third sector)
Registered Name of Organisation:	
Registered Address:	
Town/ City:	
Postcode:	
County:	
Country:	
Report Author:	
Telephone Number:	
E-mail Address:	
Project Reference:	xxxx_xxxxx
Report Type:	Please Select: Phase 1, Phase 2, Phase 3
Total Contract Cost in euros	
Start Date:	
End Date:	
Sub-contractors:	

2. At the outset of this piece of work, what were your aims and objectives?

3. Please provide a summary off the outputs of this piece of work and relate these to the original objectives. How do the outputs address the requirements of this PCP?

4. Describe any changes to the original plan in the tender. What was the reason for these changes? Please include any circumstances that aided or impeded the progress of the project and the actions taken to overcome them.

5. Please provide a short factual summary of the most significant outcomes of your work.

6. Describe the innovative aspects of the work, including any new findings or techniques.

7. Describe where the R&D and other operational activities have been performed.

8. Please provide complete and clear information about the allocation of monies paid by the Authority with consideration to the R&D service contract minimum requirement (that more than 50% of the contract value is attributable directly and exclusively to legitimate R&D services)

9. Describe any potential long-term collaborations/ partnerships entered into. Please list the organisation/s and the role they played in the project.

10. Please describe how your organisation has gained from this project. What new business opportunities have been created? Do you expect your organisation to grow as a result of this project?

11. Describe the potential for exploiting the work. Please identify any new intellectual property which has been filed or for which filing is anticipated.

Question 12 only to be answered for report on Phase 1:

12. Describe the suitability of the project results for: (a) developing a prototype, and (b) development of test series – in order to facilitate assessments of progress into next phase.

Question 13 only to be answered for report on Phase 2:

13. Describe the suitability of the project results for developing test series – in order to facilitate assessments of progress into next phase.

14. Please insert additional information that may be pertinent. This may be in the form of text, pictures, diagrams, data, graphs that support the work.

15. Describe what ethical aspects you have identified and how this may influence your solution.

Financial Report

	Unit price	Quantity	Quoted price (€)	Total Price (€)
Labour Price				
1.				
2.				
3.				
4.				
5.				
6.				
Materials				
Capital Equipment				
Sub Contract				
Travel and accommodation				
Other (specify)				
TOTAL PRICE (excluding VAT)				
TOTAL PRICE (including VAT)*				



8. Invitation to information meeting

SILVER PCP

Invitation to Information Meeting in [city, date, month, year]

As stated in the Invitation to Tender for SILVER, an information meeting will be arranged in [city, date, month, year].

Minutes of the meeting will be published at [insert web page].

Meeting venue

[Place/site]

[Address]

[City]

[Country]

[Conference room]

Agenda

- Short presentation by one of the members of the SILVER consortium
- Introduction of PCP and purpose with the PCP
- Presentation of SILVER road map
- Questions in advance submitted to the Technology Strategy Board in the UK
- Further questions

[Optional:] There will only be possibility for a limited number (1-2) of representatives from each potential tenderer.

Application for participation should be addressed to [insert e-mail].



9. Guidance for assessors

This document accompanies SILVER_10 Score sheet for the SILVER pre-commercial procurement and provides notes on the assessment criteria for tenders submitted. Please read this document carefully.

Assessors should refer to this Guidance to help them mark the tenders they have been assigned. Assessors are required to assess each tender according to the questions detailed in the score sheet. Assessors are advised to read the SILVER_02 Challenge Brief and the SILVER_01 Invitation to tender before looking at the tenders they are asked to assess.

Tenderers have been asked to present a response for their proposed idea within the spaces available on the SILVER_04 Tender Form. Tenderers were directed to the SILVER_03 Guidance which describes the information required for each section.

Confidentiality and conflict of interest

If you are, or become, aware of a conflict of interest between yourself and the tenderer, then you should stop reading the tender and inform your project officer at the TSB immediately. You should also destroy all electronic and/or paper copies of the tender.

You are considered to have a conflict of interest *inter alia* if:

- you have been directly involved in the writing of the proposal;
- you work for or have an interest in an organisation involved in the application; or,
- you feel in any way that you are not able to independently and objectively assess a tender.

Please remember that you have been selected as an assessor because of your recognised technical and / or business knowledge in this area.

Remember that tenders should be treated confidentially and should not be shared with others.

Minimum requirements

The tenderers have signed a declaration in which they confirm that they meet with all minimum requirements, including the R&D services. When you are assessing the tenderers and you think one of these requirements is not met, please consult your contact officer at the Technology Strategy Board if you can continue assessing the tender or if you should put it aside. Tenders that do not fulfil one or more of the minimum requirements will be excluded from the SILVER PCP.

1. R&D services

The offer should concern R&D services. For more information on what is considered R&D services, please see the SILVER-01 Invitation to Tender section 'An introduction to the PCP' and 'minimum requirements: 1. R&D definition'. For concrete R&D examples in various



application areas across OECD countries, please see the box below with the OECD definition from the OECD Frascati Manual¹³:

“the term R&D covers three activities; basic research, applied research and experimental development [...] Basic research is experimental or theoretical work undertaken primarily to acquire new knowledge of the underlying foundation of phenomena and observable facts, without any particular application or use in view. Applied research is also original investigation undertaken in order to acquire new knowledge. It is, however, directed primarily towards a specific practical aim or objective. Experimental development is systematic work, drawing on the existing knowledge gained from research and/or practical experience, which is directed to produce new materials, products or devices, to installing new processes, systems and services, or to improving substantially those already produces or installed. R&D covers both formal R&D in R&D units and informal or occasional R&D in other units.”

The offer should only include items that are inseparable from and indispensable to deliver the R&D service that is purchased through the PCP contract to address the SILVER challenge outlined in the challenge brief. Please see the section on 'price' in the tender form for more information on items that can be included in the price offer in addition to the labour price for executing the R&D activities needed to address the PCP challenge (e.g. the price of equipment needed to develop the prototypes or test products, the price for installing such prototype or test equipment on the procurer's premises for the duration of the test phase, the price of travel and accommodation to test sites.

Please note that contracts providing more than only services are still considered a public service contract, only if the value of the services (in the case of a PCP contract: the price of the labour for executing the R&D activities needed to address the PCP challenge) exceeds that of the products covered by the contract (e.g. equipment needed to perform the R&D service as explained above). In the offer, the value of the labour for executing the R&D services (the total price of all man-hours of researchers, developers and testers) needs to be at least 51% of the overall contract value.

2. Place of performance of R&D services

- For Phase 1 at least 60% of the R&D services
- For Phase 2 at least 70% of the R&D services
- For Phase 3 at least 80% of the R&D services

shall be performed within EU Member States, or a country or a country that is associated to FP7.

3. Compliance with national requirements

All research, developments and tests undertaken during Phase 2 and 3 must be compliant with national requirements concerning safety, ethics and healthcare regulation in Denmark, Finland, the Netherlands, Sweden and UK.

¹³ Frascati Manual, Proposed Standard Practice for Surveys on research and Experimental Development (OECD, latest edition 2002).



4. Usable in the participating countries

The solutions must be usable in Denmark, Finland, the Netherlands, Sweden and the UK and preferably all over the EU. And, if relevant, the solutions can easily be modified to communicate with local customer-information systems.

5. Robotics solution

Robotics solution: The solution must combine different technologies into a single system to deliver a robotic support for p-ADL tasks as mentioned in the brief, to assist independent living of the elderly. Excluded are tenders focussing on development of basic robotics components; communications tools and solutions simply interacting through a display or alerting the outer world on certain conditions. In the Scoring sheet this is criterion 0.

6. Ethical aspects

The tender must take ethical aspects of the proposed solution into account.

Scoring of the tenders and feedback

Each tender form should have been completed using a font size no smaller than 10 (Arial). Use of acronyms should have been kept to a minimum and tenderers should not have assumed that the reader knows what they mean. Tenderers have been told to define acronyms, bearing in mind that individual sections of the tender may be read separately during the selection process.

Assessors should ensure they use the full range of scores available. If a tenderer's response to a question is really good and performs well on all assessment criteria, do not be afraid to award it 10 points, if you feel it warrants the score. Like-wise if the response to a question has not fulfilled any of the assessment criteria, do not be afraid to mark it with 1 or 2 points.

This is the basis for the marking scheme presented below. The total number of marks available is 10 per sub criterion and 200 points in total, please do not mark zero.

The scoring will be made according to an absolute scale, meaning that several tenderers can receive the same score and that the point a particular tenderer receives is not affected by the points other tenderers have received.

Please provide constructive feedback in the comments areas on the score sheet. Comments should reflect the score you are awarding for each question. Please refrain from asking questions in your comments. Additionally, do not refer to a specific company or people, or projects, or anything which may identify you to others. Please remember that all comments recorded on the score sheet, may, under the Freedom of Information Act, be disclosed to other parties.

Marking Scheme

The scoring guide below gives indicative marks. You are free to use the full range up to the maximum per question. Scoring will be made anywhere between 1 – 10. Fill in your marks on the score sheet. If the maximum points for a criterion is set on e.g. 20 then your mark will automatically be multiplied by two in the SILVER_10 Scoring sheet.



0. Compliance with robotics definition

Definition used for SILVER PCP: **Robotics** for care is considered the domain of systems able to perform coordinated mechatronic actions (force or movement exertions) on the basis of processing of information acquired through sensor technology or through information and commands of operators, with the aim to support the functioning of impaired individuals, care and rehabilitation of elderly and patients and also to support individuals in prevention programmes.

I.	Tenders that are not compliant with the robotics definition in SILVER_02 Challenge Brief will not be assessed and will be excluded from this PCP.
0	Not compliant with robotics definition
1	Compliant with robotics definition

The scoring guide below gives indicative marks. Assessors are free to use the full range up to the maximum per question. Scoring will be made between 1 and 10 points.

1. Impact on Challenge

I.	The extent to how well the proposed idea/ solution/ technology meets the challenge as detailed in the Brief, and whether it will have the desired impact. Based on the functional requirements and performance specifications in SILVER_02 Challenge Brief
	Scoring Guide
1	There is no indication that the proposal will meet the challenge
2	There is very little indication that the proposal is likely to meet the challenge
4	There is little indication that the proposal will meet the challenge
6	There is some indication that the proposal is likely to meet the challenge
8	There is indication that the proposal will meet the challenge
10	There is clear indication that the proposal is likely to meet the challenge

II.	Potential of the proposal to address future/ wider challenges in the challenge area in an innovative way (e.g. by developing or employing novel concepts, approaches, methodologies, tools, or technologies)
	Scoring Guide
1	The project shows no potential to address future / wider challenges in the challenge area
2	The project shows little potential to address future / wider challenges in the challenge area
4	The project shows some but limited potential to address future / wider challenges in the challenge area
6	The project shows potential to address future / wider challenges in the challenge area (including in particular novel, innovative approaches)
8	The project shows adequate potential to address future / wider challenges in the challenge area (including in particular promising new concepts, approaches, methodologies, tools or technologies)
10	The project shows very high potential to address future / wider challenges in the challenge area (including in particular innovative, showing use of novel concepts, approaches, methodologies, tools or technologies)

III.	Amount of time saving the solution will realise in an imaginary city of 100,000 people = III.1 x III.2
III.1	Amount of time saving the solution will realise in an imaginary city of 100,000 people according to the tenderer's calculations
	Scoring Guide
1	The tenderer calculates savings between 10 - 34 hrs a day
2	The tenderer calculates savings between 35 - 69 hrs a day
3	The tenderer calculates savings between 70 - 104 hrs a day
4	The tenderer calculates savings between 105 - 139 hrs a day
5	The tenderer calculates savings between 140 - 174 hrs a day
6	The tenderer calculates savings between 175 - 209 hrs a day
7	The tenderer calculates savings between 210 - 244 hrs a day
8	The tenderer calculates savings between 245 - 279 hrs a day
9	The tenderer calculates savings between 280 - 314 hrs a day
10	The tenderer calculates savings of more than 315 hrs a day
III.2	Validity of the indicated time saving
0	Not valid
1	Partly valid
2	Valid

IV.	The extent to how usable (ISO¹⁴ definition of usability) the solution will be for the target group (care givers or care receivers)
	Scoring Guide
1	There is no information given on the usability
2	The usability is poorly described and there is no indication that it takes into account the experience and capability of the target group
4	The usability described is unlikely to fit with the experience and capability of the target group
6	The usability is valid but may not sufficiently fit with the experience and capability of the target group
8	The usability described is valid and is likely to fit with the experience and capability of the target group
10	The usability described is highly valid and is likely to fit with the experience and capability of the target group

¹⁴ The international standard, ISO 9241-11 defines usability as: The extent to which a product can be used by specified users to achieve specified goals with effectiveness, efficiency and satisfaction in a specified context of use.

V.	The extent to which the approach demonstrates commercial feasibility, and whether it is a realistic commercialisation plan / route to market
	Scoring Guide
1	The tender gives no indication that the solution will be commercially feasible
2	The tender gives little or no confidence that the solution will be commercially feasible
4	The tender gives some indication that the solution may be commercially feasible, however, there is little confidence in the approach
6	The tender gives some indication that the solution will be commercially feasible
8	The tender gives indication and confidence that the solution will be commercially feasible
10	As described, the proposed outcome shows strong promise of commercial feasibility

2. Quality of the Tender

VI.	Validity of the technical approach that will be adopted
	Scoring Guide
1	There is no information given on the technical approach
2	The technical approach is poorly described
4	The technical approach described is unlikely to be valid for this challenge
6	The technical approach is valid but may not be sufficient to meet the challenge
8	The technical approach described is valid and is likely to meet the challenge
10	The technical approach described is highly valid and shows a strong likelihood to meet the challenge

VII.	The extent to which the tender shows a clear plan for the development of a working solution, and whether it is a reasonable plan to finish Phase 3 in time
	Scoring Guide
1	The tender does not contain a plan or milestones for the development of a working solution
2	The tender goes some way to describe a plan for the development of a working solution.
4	The tender contains a brief plan for the development of a working solution.
6	The tender contains a relatively clear plan for the development of a working solution.
8	The tender contains a clear plan for the development of a working solution.
10	The tender contains a very clear plan for the development of a working solution.



VIII	Effectiveness of the project management
	Scoring Guide
1	Project management is not described in the tender.
2	Project management is poorly defined and gives little confidence that the project will be managed appropriately.
4	Project management is defined but gives little confidence that the project will be managed appropriately.
6	Project management is well defined, this may result in a well-managed project.
8	The tender shows a good management plan that should enable resources to be used appropriately, and shows some exploitation of research outputs
10	The tender shows a strong management plan that will enable resources to be used appropriately, and will ensure maximum exploitation of high quality outputs

IX.	The extent to which the tenderer and/or subcontractor shows or demonstrates to have dedicated the resources (e.g. human capital, equipment, man hours etc.) necessary to perform the scope of the tender
	Scoring Guide
1	There is no information that describes that the tenderer or any sub-contractor(s) have dedicated adequate resources.
2	There is minimal information that describes that adequate resources have been dedicated of the tenderer or any sub-contractor(s), therefore it is very difficult to make an assessment.
4	There is some information that adequate resources have been dedicated from the tenderer or any sub-contractor(s), but they are unlikely to be sufficient for the project.
6	There is information, and adequate resources have been dedicated from the tenderer or any sub-contractor(s).
8	There is information, and it clearly supports that adequate resources have been dedicated from the tenderer or any sub-contractor(s).
10	There is information, and it allows for an unreserved conclusion that adequate resources have been dedicated from the tenderer or any sub-contractor(s).

X.	The extent to which crucial risks (technical, commercial and other) to project success are identified, and how effectively these will be managed
	Scoring Guide
1	The tender does not mention risks or how the tenderer intends to manage these
2	Management of risk is ill-defined and inappropriate
4	Management of risk is defined but is inadequate for this project
6	Risk is clearly considered and proposed management of it is appropriate
8	Risk is well defined and will be well managed
10	Risks are well understood and articulated in the tender and will be managed appropriately



3. Price

XI.	Price Phase 1
	Scoring Guide
	For tenders with prices between 20,000 – 40,000 Euros the scoring will be calculated with the following formula: $\text{points} = 5 \times [10 - (9/20,000) \times (\text{tender price} - 20,000)]$
	Tenders with prices lower than 20,000 Euros receive 50 points

10 Scoring sheet

Project Title			Total points
Lead Organisation Name			
Compliance with robotics definition			
Tenders that are not compliant with the robotics definition in SILVER_02 Challenge Brief will not further be assessed and will be excluded from this PCP. See SILVER_09 Guidance for assessors for Robotics definition		Section score: (0 or 1)	=score
<i>Please justify your statement by writing two or three sentences which will be returned to this tenderer as feedback.</i>			
IMPACT ON CHALLENGE			
I. The extent to how well the proposed idea/ solution/ technology meets the challenge as detailed in the Brief, and whether it will it have the desired impact		Section score: (out of 10)	=score*2
<i>Please justify your statement by writing two or three sentences which will be returned to this tenderer as feedback.</i>			
II. Potential of the proposal to address future/ wider challenges in the challenge area in an innovative way (e.g. by developing or employing novel concepts, approaches, methodologies, tools, or technologies)		Section score: (out of 10)	=score
<i>Please justify your statement by writing two or three sentences which will be returned to this tenderer as feedback.</i>			



III. Amount of time saving the solution will realise in an imaginary city of 100,000 people		Section score: (out of 10)		=score III.1 * score III.2
III.1 Amount of time saving the solution will realise in an imaginary city of 100,000 people according to the tenderer's calculations		Section score: (out of 10)		=score
III.2 Validity of the indicated time saving		Section score: (0, 1 or 2)		=score
	<i>Please justify your statement by writing two or three sentences which will be returned to this tenderer as feedback.</i>			
IV. The extent to how usable (ISO¹⁵ definition of usability) the solution will be for the target group (care givers or care receivers)		Section score: (out of 10)		=score*2
	<i>Please justify your statement by writing two or three sentences which will be returned to this tenderer as feedback.</i>			
V. The extent to which the approach demonstrates commercial feasibility, and whether it is a realistic commercialisation plan / route to market		Section score: (out of 10)		=score*3
	<i>Please justify your statement by writing two or three sentences which will be returned to this tenderer as feedback.</i>			
QUALITY OF THE TENDER				
VI. Validity of the technical approach that will be adopted		Section score: (out of 10)		=score

¹⁵ The international standard, ISO 9241-11 defines usability as: The extent to which a product can be used by specified users to achieve specified goals with effectiveness, efficiency and satisfaction in a specified context of use.



		<i>Please justify your statement by writing two or three sentences which will be returned to this tenderer as feedback.</i>			
VII. The extent to which the tender shows a clear plan for the development of a working solution, and whether it is a reasonable plan to finish phase 3 in time		Section score: (out of 10)			=score
		<i>Please justify your statement by writing two or three sentences which will be returned to this tenderer as feedback.</i>			
VIII. Effectiveness of the project management		Section score: (out of 10)			=score
		<i>Please justify your statement by writing two or three sentences which will be returned to this tenderer as feedback.</i>			
IX. The extent to which the tenderer and/or subcontractor show or demonstrates to have dedicated the resources (e.g. human capital, equipment etc.) necessary to perform the scope of the tender		Section score: (out of 10)			=score
		<i>Please justify your statement by writing two or three sentences which will be returned to this tenderer as feedback.</i>			
X. The extent to which crucial risks (technical, commercial and other) to project success are identified, and how effectively these will be managed		Section score: (out of 10)			=score
		<i>Please justify your statement by writing two or three sentences which will be returned to this tenderer as feedback.</i>			



PRICE Phase 1				
XI. For tenders with prices between 20,000 – 40,000 Euros the scoring will be calculated with the following Formula = 5 x [10 - (9/20,000)*(price - 20,000)] Prices below 20,000 Euros receive 50 points			Section score:	Calculated by formula
insert the tender price without VAT				=score
Please note that a contract will be awarded only if sufficient funds are available and the tender receives at least the minimum scores for Impact and Total points as outlined in the Invitation to Tender.				
Thank you for your assessment of this tender Please Check that the Score Sheet Status is marked as "Complete, Please submit"			Total score	
IF ADDITIONAL QUESTIONS HAVE BEEN ADDED TO THE TENDER FORM TEMPLATE, AMMENDMENTS MAY ALSO BE MADE TO THIS SCORESHEET. IF MAKING AMMENDMENTS PLEASE PAY ATTENTION TO THE CALCULATIONS EMBEDDED IN THIS SHEET.				

11. Decision notice

Assessment

All tenders eligible and not subject to the exclusion criteria have been evaluated by a number of experts and a decision panel, as accounted for in the Invitation to Tender.

[number] tenders were received, and [number] were ineligible for contract or excluded under the exclusion criteria in the Invitation to Tender document.

[ALT 1:] All tenders received have met the requirements set out in the tender documents.

[ALT 2:] Tender from [Name] has not fulfilled the requirements for [insert requirements] and have therefore been excluded from further evaluation. All other tenders received have met the requirements set out in the tender documents.

Decision Notice

By a decision on the [date, month, year], the Authority Technology Strategy Board has decided to award contract to the following tenderers:

[LIST THE TENDERERS AWARDED CONTRACTS HERE]

Regarding the motivation, please see appended document.

The Authority intends to sign contracts with the chosen tenderers.

The Authority is entitled to correct or change the award regardless of the fact that the tenderers have been informed about the award. The award is thus not binding on the Authority prior to the signing of the corresponding procurement contracts. The tenderers are in case the award is corrected or changed not entitled to any damages or other compensation, except to the extent such right nevertheless follows from mandatory provisions of law.

Acceptance

The SILVER_06 Framework Agreement will be sent out in two copies for signature to the tenderers awarded contracts. The two copies should be returned to the Authority as soon as possible.

Complaints procedure

The Authority is committed to providing a high quality, responsive and accessible service. However, there may be times when you may feel unhappy about the service you receive or wish to make a suggestion about how we might improve. Your complaints, suggestions and compliments are important to us because they help us improve our services.



Complaints submitted through this procedure should be concerned with the way in which a decision has been made or an action taken, rather than objections to the merits of the actual decision or action. Examples include:

- When we have said we would do something and it has not happened
- When the quality of our process was not as expected e.g. we took too long, lacked consistency or were unclear
- When a member of our staff or someone working on our behalf acts in an inappropriate or discourteous way.

Please observe that this procedure is of internal nature and does not constitute a legal remedy.

How to make a complaint

1. The people who dealt with the enquiry, tender or project are probably best equipped to deal with the complaint. A simple misunderstanding may have arisen and we would, therefore, hope to be able to resolve it quickly and informally. Please contact competitions@silverpcp.eu or which other member of staff who has been dealing with the enquiry, tender or project.
2. If this is not possible you can make the complaint in writing, by letter or email to the Complaints Officer, Technology Strategy Board, North Star House, North Star Avenue, Swindon, SN2 1UE complaints.officer@tsb.gov.uk

You will receive an acknowledgement within 3 working days and a written response within 10 working days. If this is not possible, you will be given an explanation of the reasons for the delay and a timescale by which they will receive a full reply.

The Complaints Officer will co-ordinate the handling of the response in conjunction with the Programme Manager or senior officer with responsibility for the area to which the complaint refers. The process will generally include the following activities:

- Gathering of all relevant information;
 - Agreeing the issues and facts with the complainant;
 - Assessing the validity of the complaint in the context of stated procedures and, if applicable, published service standards;
 - Informing the complainant of the outcome and, if applicable, any remedial action to be taken.
3. If you remain unhappy with the outcome, you can ask for the complaint to be referred to a Director of the Technology Strategy Board. We would normally appoint a Director who did not have direct responsibility for the area in which the complaint resided so that a fresh review can take place. If this is not possible then this review may be undertaken by the Chief Executive of the TSB. As we escalate our part of the process we would expect a reciprocal escalation on the part of the complainant e.g. involvement of an executive at a higher level in the organisation than the complainant.
 4. If the complaint has gone through all our internal processes and you are still dissatisfied with the outcome, you have the right to refer the matter to the Parliamentary Commissioner for Administration (the Parliamentary Ombudsman). Further information on how to go about this is available from <http://www.ombudsman.org.uk/>



Data Protection and Recording of Complaints

As a public body we have a duty to record and track any complaints we receive. This requires us to keep information concerning complaints and to evaluate our responses in order to improve our services. Information about complaints will be stored on our electronic data storage systems but access will be restricted to staff dealing with the complaint and our professional advisors. Personal information is stored in accordance with The Data Protection Act.

Appendix: Motivation for individual tenders

Contains feedback and scoring from the assessors.
The scoring will relate to the eligibility, exclusion and/or scoring criteria stated in the Invitation to Tender.