



SUPPLIER AGREEMENT

Date:	[●]		
Parties:	Supplier	Customer	
	[Insert Details]	AEROSPACE TECHNOLOGY INSTITUTE Martell House University Way Cranfield Bedford MK43 0TR	
Services Specification:	[●]		
Charges:	[●]		
Term:	[●]		
Completion Date:	[insert agreed date for completion of project if applicable]		

This order form is subject to the terms and conditions below. To confirm the order and your agreement to the terms and conditions please sign below & return to the Aerospace Technology Institute.

	Supplier	Customer	
Signature			
Printed name of signatory			
Position of signatory			
Date of signature			

TERMS & CONDITIONS

1 DEFINITIONS

1.1 The following definitions and rules of interpretation apply in this Contract.

"ATI" means the Customer, Aerospace Technology Institute (company reg. no. 08707779) of Martell House University Way Cranfield Bedford, MK43 0TR.

"ATI / FlyZero Materials" has the meaning set out in clause 3.3.9.

"Background IPR" means Intellectual Property Rights owned by or licensed to You before the Commencement Date or later developed, licensed to or otherwise acquired by You independently of the engagement, and which are clearly and unambiguously identified as Background IPR.

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

"Charges" means the sums due and payable by ATI to You in respect of the Services as set out in the Order Form and/or as otherwise agreed between the parties from time to time.

"Commencement Date" has the meaning given in clause 2.2.

"Conditions" means these terms and conditions as amended from time to time in accordance with clause 18.10.

"Contract" means the contract between You and ATI subject to and in accordance with the Order and these Conditions.

"Control" has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **"change of Control"** shall be construed accordingly.

"Customer" means ATI.

"Deliverables" means all documents, products and materials developed by You or Your agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts) and shall be deemed to include any accompanying Background IPRs to the extent applicable.

"Foreground IPR" means all Intellectual Property Rights which arise as a result of or directly connected to any Services provided by You, including in respect of Your output (including any Deliverables) but excluding Background IPR.

"Group" means in relation to a company, that company, any subsidiary or holding company from time to time of that company and any subsidiary from time to time of a holding company of that company

"Intellectual Property Rights" includes any Background IPR and Foreground IPR and means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software (including source code and/or object code), database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such

rights, and all similar or equivalent rights or forms of protection in any part of the world.

"Key Personnel" means those of the Supplier's Personnel named as key personnel / key individuals within the specification (and/or as otherwise agreed by the parties from time to time) and as further described at clause 4.

"Mandatory Policies" means ATI's business policies and codes as notified to You from time to time.

"Order" means ATI's order for the supply of Services, as set out in the Order Form.

"Order Form" means the order form on page 1 of this document outlining the key terms of the Order and/or the Contract.

"Project" means any ATI FlyZero project (or any aspect(s) of it) to which the supply of Services and/or the engagement by ATI for your Services may relate.

"Relevant Legislation or Codes" means all applicable legislation (including subordinate legislation, the rules of statutorily recognised regulatory authorities and the law of the European Union to the extent that any such laws apply in the UK following its exit from the European Union) and any codes or regulations which applies in the sector within which ATI operates including without limitation the Estate Agents Act 1979; The Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000; Regulation of Investigatory Powers Act 2016; The Housing Act 2004; Energy Performance of Buildings (England and Wales) Regulations 2012; the Consumer Protection from Unfair Trading Regulations 2008; the Business Protection from Misleading Marketing Regulations 2008; the UK Code of Non-Broadcasting Advertising, Sales Promotion and Direct Marketing Code (Cap Code); and the Consumer Rights Act 2015 as amended.

"Services" means the services, including any Deliverables, to be provided by You under the Engagement as set out in the Services Specification.

"Services Specification" means any specification for the Services as set out in the Order Form and/or as otherwise agreed between the parties from time to time.

"Supplier" means the person or firm from whom ATI purchases the Services.

"VAT" means value added tax chargeable under the Value Added Tax Act 1994 and any similar additional tax or any other similar turnover, sales or purchase tax or duty levied in any other jurisdiction.

"You" or **"Your"** means the Supplier.

1.2

References to a **"person"** include a natural person, corporate or unincorporated body (whether or not having separate legal personality). A reference to the singular shall include the plural and vice versa. A reference to a party includes its successors or permitted assigns. A reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted. Any phrase introduced by the terms **"including"** **"include"** or **"in particular"** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms. A reference to **"writing"** or **"written"** includes e-mails.

1.3

Any reference to this Contract means this agreement together with any such amendments in writing as may subsequently be agreed between the parties.

2 CONTRACT

2.1 These Conditions set out the terms on which You agree to supply the Services during the Contract. They apply in addition to the Order Form.

2.2 The Order shall be deemed to be accepted on the earlier of:

2.2.1 Your issuing of a written acceptance of the Order; or

2.2.2 any act by You consistent with fulfilling your obligations under the Order,

at which point and on which date the Contract shall come into existence (the "**Commencement Date**").

2.3 The Contract shall continue unless and until terminated in accordance with these terms, subject to any Order, Services Specification and/or as otherwise agreed between the parties.

2.4 If any parts of the Contract conflict with each other, the Order Form shall prevail, followed by these Conditions.

3 SUPPLY OF SERVICES

3.1 You shall from the date set out in the Order and for the duration of the Contract supply the Services to ATI in accordance with the terms of the Contract.

3.2 You shall meet any performance dates for the Services specified in the Order or that ATI may notify to You.

3.3 In providing the Services, You shall:

3.3.1 co-operate with ATI and the Project in all matters relating to the Services, and comply with all instructions provided by ATI;

3.3.2 perform the Services with a reasonable standard of care, skill and diligence, and in accordance with best practice in Your industry, profession or trade;

3.3.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that Your obligations are fulfilled in accordance with the Contract;

3.3.4 ensure that the Services will conform with all descriptions, standards and specifications set out in the Services Specification and/or as otherwise agreed between the parties, and that the Deliverables shall be fit for any purpose that ATI expressly or impliedly makes known to You;

3.3.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;

3.3.6 ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to ATI, will be free from defects in workmanship, installation and design;

3.3.7 obtain and at all times maintain all licences and consents which may be required for the provision of the Services;

3.3.8 observe all health and safety rules and regulations and any other security requirements that apply at any ATI premises;

3.3.9 hold all documents, equipment, tools, drawings, specifications, books, manuals, materials, records, correspondence, papers and information and data supplied by ATI or the Project to You (on whatever media and wherever located) (including any personal data and/or related Intellectual Property Rights subsisting from any materials) (the "**ATI / FlyZero Materials**") in safe custody at Your own risk, maintain the ATI / FlyZero Materials in good condition until returned to ATI, and not dispose of or use the ATI / FlyZero Materials other than in accordance with ATI's written instructions or authorisation.

3.3.10 not do or omit to do anything which may cause ATI or the Project to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and You acknowledge that ATI may rely or act on the Services; and

3.3.11 comply with any additional obligations as set out in the Services Specification.

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KEY PERSONNEL

4.1 You shall not remove or replace any of the Key Personnel unless:

4.1.1 requested to do so in writing by ATI;

4.1.2 the individual dies, or is incapacitated by reason of ill health or accident, is on long-term sick leave or physical or mental disability;

4.1.3 the individual is guilty of gross or serious misconduct justifying dismissal from employment;

4.1.4 the individual goes on any period of statutory leave (other than holiday);

4.1.5 the individual resigns from their employment with You; or

4.1.6 You obtain the prior written consent of ATI.

4.2 If any Key Personnel is removed or replaced for any reason You shall take all reasonable steps to identify a replacement for the existing Key Personnel and shall inform ATI of the identity and background of any replacements for any such Key Personnel as soon as reasonably practicable and when a suitable replacement has been identified. ATI may object to any such proposed replacement (specifying any grounds for any such objection) within 10 Business Days of being informed of or meeting any such replacement if, in its reasonable opinion, it considers the proposed replacement to be unsuitable.

4.3 You shall use all reasonable endeavours to ensure that any replacement for any member of the Key Personnel is engaged and available to perform their role as soon as reasonably practicable. Any replacement shall be similarly qualified and experienced as the previous incumbent and competent to carry out the tasks assigned to the member of the Key Personnel whom has been replaced. Further, save where the relevant member of the Key Personnel being replaced has vacated the position immediately due to illness, incapacity, gross misconduct or other similar reason, You shall, at your own cost, if reasonably practicable in the circumstances, ensure that the member of the Key Personnel being replaced works in parallel with the replacement to hand over to them.

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ATI REMEDIES

5.1 With the exception of a "Force Majeure" event – see Clause 16, if You fail to perform the Services by the applicable date (subject to project change control where dates may have been revised), and/or if ATI does not agree to any replacement for the existing

	Key Personnel (in accordance with the provisions of clause 4), ATI shall, without limiting or affecting other rights or remedies available to ATI, have one or more of the following rights and remedies:	7.7	ATI may at any time, without notice to You, set off any liability that You may have to ATI against any liability that ATI may have to You, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. If ATI should exercise any of our rights under this clause this shall not limit or affect any other rights or remedies available to ATI under the Contract or otherwise.
5.1.1	to terminate the Contract with immediate effect by giving written 7 days written notice to You; and r		
5.1.2	to refuse receipt of any Services.		
5.2	Our rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.	8	INTELLECTUAL PROPERTY RIGHTS
6	ATI OBLIGATIONS	8.1	All Intellectual Property Rights created through your provision of the Services, including in respect of any Deliverables, shall belong exclusively to ATI, including all Foreground IPR but excluding Background IPR.
6.1	ATI shall:	8.2	If any Foreground IPR vests in or with You for any reason, You shall:
6.1.1	provide You with reasonable access at reasonable times to any ATI premises for the purpose of providing the Services; and	8.2.1	without undue delay assign all of Your right, title and interest (without restriction, encumbrance or condition) in that Foreground IPR to ATI with full title guarantee and will (at ATI's cost) enter into any further documentation necessary to give effect to this provision; and
6.1.2	provide such necessary information for the provision of the Services as You may reasonably request.	8.2.2	until such time that any assignment described in clause 8.2.1 has taken place, grant to ATI, or shall procure the direct grant to ATI of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to use the Foreground IPR.
7	CHARGES AND PAYMENT	8.3	ATI shall at its sole discretion consider granting to you a revocable, royalty-free, perpetual, non-transferrable, non-sublicensable, non-exclusive licence in the Foreground IPR. ATI shall be under no obligation to grant the licence described in this clause 8.3. Any granting of this licence shall not occur prior to completion of the Project (and all aspects of it).
7.1	The Charges for the Services shall be set out in the Contract, and shall be the full and exclusive remuneration to You in respect of the performance of the Services. Unless otherwise agreed in writing by ATI, the Charges shall include every cost and expense to You directly or indirectly incurred in connection with the performance of the Services.	8.4	ATI shall be exclusively entitled to decide whether to apply for registration of Foreground IPR with the UK Intellectual Property Office, or equivalent national or supra national registries.
7.2	You shall invoice ATI on completion of the Services and/or at any key milestones as may be set out in the Services Specification and/or the Charges. Each invoice shall include such supporting information required by ATI to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.	8.5	ATI shall have a perpetual, irrevocable, worldwide and royalty free licence to use and license the Background IPR only to the extent that the Background IPR is or are required to allow use, exploitation and licensing of the Foreground IPR and form a constituent part of or are directly connected to that Foreground IPR. ATI shall not license or otherwise authorise or permit any third party to use, exploit or sub-licence Background IPR in isolation or in any other way or for any other purpose
7.3	All invoices should quote the relevant Purchase Order Number and be addressed to the Aerospace Technology Institute using the reference below and emailed to AerospaceTechnologyInstitute_InvoiceCapture@ConcurSolutions.com Aerospace Technology Institute (FlyZero) Martell House, University Way, Cranfield. MK43 0TR	8.6	A record of all Foreground IPR arising from the Contract and/or the Services shall be maintained by ATI.
7.4	In consideration of the supply of Services by You, ATI shall pay the undisputed invoiced amounts within 30 calendar days of the date of a correctly rendered invoice to a bank account nominated in writing by You.	8.7	All ATI / FlyZero Materials are and at all material times remain ATI's exclusive property.
7.5	All amounts payable by ATI under the Contract are inclusive of amounts in respect of valued added tax (VAT). The contract should specify net cost of goods/services, rate and cost of VAT (where applicable), and total gross cost.	9	INDEMNITY
7.6	You shall maintain complete and accurate records of the time spent and materials used by You in providing the Services, and You shall allow ATI to inspect such records at all reasonable times on request.	9.1	You shall indemnify ATI against all liabilities, costs, expenses, damages and losses and all other reasonable professional costs and expenses) that ATI may incur arising out of or in connection with:
		9.1.1	any claim made against ATI for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the Services (excluding the ATI / FlyZero Materials);

- 9.1.2 any claim made against ATI by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Deliverables; and
- 9.1.3 any claim made against ATI by a third party arising out of or in connection with the supply of the Services.

This clause 9 shall survive termination of the Contract.

10 CONFIDENTIALITY

- 10.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customer, clients or suppliers or the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 10.3.
- 10.2 For the purposes of this clause 10 Confidential information shall be deemed to include all information, data, documents, technical or commercial know-how, specifications, inventions, processes or initiatives which have been disclosed to You by ATI and/or the Project, and any other information of or likely to be of a confidential nature whether or not concerning the Project, ATI's business and/or its products or its services which You may obtain.
- 10.3 Each party may disclose the other party's confidential information:
- 10.3.1 to its employees, officers, representatives, contractors, subcontractors, associates or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 10; and
- 10.3.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 10.4 This clause 10 shall survive termination of the Contract.

11 ANNOUNCEMENTS AND PROMOTION

- 11.1 Notwithstanding the provisions of clause 10, You shall not make, nor permit any person to make, any public announcement concerning the existence, subject matter and/or terms of and/or any output realised from this Contract and/or any Project, or the relationship between the parties, without the prior written consent of ATI, except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 11.2 An example of a circumstance in which ATI will consider any request for consent as described in clause 11.1 will be in respect of the promotion by You of support provided by to ATI in respect of the Project, in which You will be required to provide full details of any such announcement to ATI in advance and any such announcement shall at all times be subject to the discretion of ATI.

12 COMPLIANCE WITH RELEVANT LAWS AND POLICIES

- 12.1 In performing Your obligations under the Contract, You shall:
- 12.1.1 comply with all applicable laws, statutes, regulations and codes from time to time in force including any Relevant Legislation or Codes; and
- 12.1.2 comply with the Mandatory Policies.

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LIMITATION OF LIABILITY

- 13.1 Nothing in these Conditions limits any liability which cannot legally be limited, including liability for:
- 13.1.1 death or personal injury caused by negligence; and
- 13.1.2 fraud or fraudulent misrepresentation.
- 13.2 Subject to clause 13.3, the total liability of a party to the other in respect of all breaches of duty occurring within any contract year shall not exceed the cap.
- 13.3 In clause 13.2:
- 13.3.1 the "**cap**" is 125% of the total Charges in the contract year in which the breaches occurred;
- 13.3.2 a "**contract year**" means a 12-month period (or if less than 12 months has lapsed, the period of time between the Commencement Date and the date in which the breaches occurred) commencing with the Commencement Date or any anniversary of it; and
- 13.3.3 the "**total charges**" means all sums paid by ATI and all sums payable under the Contract in respect of Services actually supplied by You.
- 13.4 Subject to clause 13.1 neither party shall under no circumstances be liable whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of goodwill, loss of business, loss of reputation, loss or damage or any indirect or consequential loss arising under or in connection with the Contract.
- 13.5 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 13.6 This clause 13 shall survive termination of the Contract.

14 TERMINATION

- 14.1 Without affecting any other right or remedy available to it, ATI may terminate the Contract:
- 14.1.1 with immediate effect by giving written notice to You if:
- 14.1.1.1 You undergo a change of Control;
- 14.1.1.2 You commit a breach of clause 10; or
- 14.1.1.3 You do anything or cause to be done anything which brings into disrepute the reputation of ATI; or
- 14.1.2 for convenience at any time by providing 1 month's written notice to You.
- 14.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 14.2.1 the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified in writing to do so;
- 14.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors

	(other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;		17.1.2	if the senior executives of the parties are for any reason unable to resolve the Dispute within 14 days of service of the Dispute Notice, the Parties agree to refer the Dispute in good faith to be resolved by arbitration in accordance with Clause 17.
14.2.3	the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or	17.2		The Parties may only commence arbitration proceedings in relation to the Dispute once the procedure set out in Clause 17.1 has been exhausted.
14.2.4	the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.	18	GENERAL	
15	CONSEQUENCES OF TERMINATION	18.1		ATI may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract.
15.1	On termination of the Contract, You shall without undue delay, deliver to ATI all Deliverables whether or not then complete, and return all ATI / FlyZero Materials. You <u>will be paid for all work up to the point of termination</u> . Until they have been returned or delivered, You shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.	18.2		You shall not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any of Your rights and obligations under the Contract without the prior written consent of ATI.
15.2	On termination, and to the extent requested by ATI:	18.3		You may not subcontract any or all of your rights or obligations under the Contract without the prior written consent of ATI. If ATI consents to any such subcontracting by You, You shall remain responsible for all the acts and omissions of Your subcontractors as if they were Your own.
15.2.1	any and all licenses granted by ATI to You shall cease; and	18.4		Any notice or other communication given to a party under or in connection with the Contract shall be in writing.
15.2.2	the parties agree to meet in good faith at a mutually agreed date and time to discuss how the termination or expiry of the Contract shall be managed including but not limited to the proper management of any Intellectual Property Rights (including any Foreground IPRs). Termination or expiry of the Contract shall not affect the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.	18.5		If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 18.5 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
15.3	Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.	18.6		A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
16	FORCE MAJEURE	18.7		Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
16.1	Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate the Contract by giving 7 days' written notice to the affected party.	18.8		The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
17	DISPUTE RESOLUTION	18.9		Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
17.1	If a dispute arises out of or in connection with the Contract or the performance, validity or enforceability of it (" Dispute ") then the Parties shall follow the procedure set out in this Clause:	18.10		Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.
17.1.1	either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars (" Dispute Notice "), together with relevant supporting documents. On service of the Dispute Notice, senior executives of the parties attempt in good faith to resolve the Dispute; and	18.11		The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its

subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

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