

Hydrogen and Carbon Capture Skills Accelerator

Supplier Contract

Date:



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Supply Agreement / Contract

This Supply Agreement ("Agreement") is made and entered into as of 01/09/2025 and between:

- **Supplier:** and ("Supplier").
- **Purchaser:** Cogent Skills, an education charity working in the nuclear sector, with its principal place of business located at 1st Floor, 720 Mandarin Court, Centre Park, Warrington WA1 1GG ("Purchaser" or "Cogent Skills").

Signed by the parties' duly authorised representatives:-

On behalf of Cogent Skills	On behalf of the Supplier
Signature	Signature
Print Name	Print Name
Job Title	Job Title
Date	Date

Introduction

PROJECT BACKGROUND

Commissioned by the Hydrogen Delivery Council, the Hydrogen Skills Alliance (HSA) was established in March 2023 by Cogent Skills and the High Value Manufacturing Catapult, via the National Composites Centre (NCC). HSA works with a broad range of stakeholders across industry, education, and government to identify and address the skills challenges in achieving the UK's Net Zero targets for Hydrogen.

HSA launched a Strategic Skills Plan for the UK Hydrogen Economy in February 2025. The strategy outlines the roles required across the Hydrogen value chain, highlights current strengths, and identifies the skills challenges that must be addressed to enable rapid scale-up. The plan recommended establishing a Hydrogen and Carbon Capture Utilisation and Storage (CCUS) skills curriculum to tackle identified issues. As part of the HSA Skills Accelerator, the Hydrogen and CCUS curriculum aims to overcome barriers and market failures in the skills landscape that are currently limiting growth in these sectors.

In the emerging Hydrogen sector, this market failure in skills has emerged due to a lack of reliable workforce intelligence to inform planning and investment. This has resulted in immediate workforce and skills shortages, as companies compete for qualified talent. If Hydrogen skills development is left solely to market forces, essential training will not be available when and where it is most needed. The early-stage nature of the market makes industry hesitant to invest at this point. The Hydrogen and CCUS Skills Accelerator will address these market failures and support the achievement of HSA's objectives outlined above.

The objectives for the delivery of the Hydrogen and Carbon Capture Skills Accelerator are as follows:

- Address immediate Hydrogen and CCUS skills shortages linked to current and planned infrastructure projects
- Prepare training providers to rapidly upskill the workforce in the two pilot regions
- Provide the basis for the development of a structured curriculum and training resources
- Engage industry, providers, and regional stakeholders in delivery
- Deliver outcomes to support continued sector growth and workforce readiness.

A grant has been awarded to Cogent Skills Ltd. By the Dept. for Energy and Net Zero to deliver this project. The establishment of a Hydrogen and Carbon Capture Skills Accelerator (HCCSA) will support the development and testing of training interventions in 2 pilot regions. This will be a proof-of-concept project to a) demonstrate the value and potential for a wider rollout into other regions and b) make the case for further public/private sector investment. It is proposed that 2 pilots are initially established in the North West (NW) and South West (SW). These will be aligned to HyNet, the UK's leading industrial decarbonisation project in the NW, due to its high energy density by mass and potential for zero-emission operation when produced with renewable energy. This region is actively exploring and developing hydrogen infrastructure to support these emerging sectors. The SW project will focus on transport, storage and logistics.

Financial Basis for Assistance

The financial basis for this assistance is that the Hydrogen and CCUS sectors are experiencing skills shortages due to a lack of workforce data and industry reluctance to invest in training for emerging markets. Without government intervention, essential skills development is likely to fall behind. This grant supports targeted training that would not otherwise take place, helping to prepare the workforce for growth in the sector. Given that this grant targets emerging sectors perceived as high-risk by investors, who are reluctant to provide initial funding, government intervention is necessary to support early-stage investments. Such support will help demonstrate the potential of these sectors through successful pilot initiatives.

The grant award is categorised as a Revenue Asset Grant under the Hydrogen and Carbon Capture Utilisation and Storage Skills Curriculum as a part of the Hydrogen Skills Accelerator.

Agreement

The parties agree as follows:-

1. Supply of services and price

- 1.1 In consideration of payment by Cogent Skills Ltd to the Supplier of the sum of xxx (inclusive of Value Added Tax) (the “Contract Price”) and in accordance with Cogent Skills Ltd’s Standard Terms and Conditions of Contract for Pre-Commercial Procurement (the “Standard Terms”) (a copy of which were issued by Cogent Skills Ltd on 16th September 2025 and are attached at Schedule 5), the Supplier shall provide the Services in accordance with the Specification (Schedule 1, 2 and 3) and the Proposal along with the relevant SLA that is proposed below.

2. Commencement and continuation

This Contract shall commence on xxx and subject to any provisions for earlier termination contained in the Standard Terms shall be completed by 23rd March 2026.

3. Terms and conditions

- 3.1 The Standard Terms shall form part of this Contract (Schedule 5). In the event of conflict between these clauses and the Standard Terms, these clauses shall prevail to the extent of the conflict.
- 3.2 The Supplier’s Standard Terms and Conditions of business shall not apply to this Contract.
- 3.3 This Contract is formed of these clauses and the Schedules here to. Any other attachments are provided for information purposes only and are not intended to be legally binding.

4. Supplier’s obligations

- 4.1 The Supplier is required to provide evidence that the key deliverables listed below have been produced and milestones achieved by the deadline indicated in clause 2 above, and in accordance with the contract schedules.

5. Management and communications

- 5.1 The Supplier shall perform the Services under the direction of Cogent Skills Ltd.
- 5.2 Any direction by Cogent Skills Ltd may be given by Annette Valentine, Project Manager, (the “Contract Manager”) who is an officer in Cogent Skills Ltd or such other person as is notified by Cogent Skills Ltd to the Supplier in writing.
- 5.3 The Supplier appoints xxx to be the Supplier’s first point of contact for this Contract. All queries to the Supplier from Cogent Skills Ltd’s Contract Manager shall initially be addressed to the Supplier’s first point of contact.
- 5.4 The Supplier’s first point of contact and the Contract Manager may, where necessary, meet at Cogent Skills Ltd’s request to review the Supplier’s performance.

6. Invoices, Claims and payment

- 6.1 Subject to the Supplier providing the Services to Cogent Skills Ltd in accordance with this Contract and submitting invoices or claims to the Contract Manager monthly in the manner reasonably required by the Contract Manager, payment will be made by Cogent Skills Ltd to the Supplier in accordance with clause 11 of the Standard Terms.

7. Transparency

- 7.1 The Supplier is required to provide a brief description of the project to be published on Cogent Skills Ltd’s website.
- 7.2 Following completion of the projects, Cogent Skills Ltd expects to publish on its website a summary of the funded activities and the outcomes achieved including the project definition, a summary of the technical details and the outputs. Cogent Skills Ltd may also revisit projects at a later date and publish an evaluation report for the Services as a whole.
- 7.3 Cogent Skills Ltd recognises the need to maintain the confidentiality of commercially sensitive information.

8. Notice of termination

20 business days by Cogent

9. Contract Schedules

The following Schedules form part of this Contract:

Schedule 1: Funded activities

Schedule 2: Deliverables & Milestones

Schedule 3: Key Performance indicators

Schedule 4: Terms of Payment

Schedule 5: Standard Terms & Conditions

Schedule 6: Flow Down Obligations under the Funding Agreement

Schedule 7: Compliance Schedule

Schedule 1

Funded activities

Schedule 2

Deliverables & Milestones

The Supplier agrees to provide the following deliverables in relation to the project.

The following table details the milestones to be achieved, deliverables required along with associated evidence of delivery and timing as a condition of this grant and as a result of the funded activities.

Milestone	Deliverable	Evidence required/Method of reporting	Timing

Schedule 3

Key Performance Indicators

The Supplier agrees to meet the following KPIs by the 23 March 2026:

Schedule 4

Terms of Payment

The Supplier shall provide the Services in accordance with the following tables and project deliverables identified in Schedule 2. The Supplier shall, on completion of the Services, charge no more than the cost set out below. Any costs incurred in addition to the agreed set amount must be paid by the Supplier unless agreed with all parties.

Payment will be made on receipt of claims submitted in accordance with the claims schedule.

Important points

- For money to have been defrayed, liabilities must have been both incurred and discharged by payment. VAT, finance and interest charges should be excluded
- Tangible assets (shall or must) be on site and used exclusively at the Premises
- Evidence of the expenditure defrayed should be retained and made available as per the terms of the primary Grant Funding Agreement with Cogent Skills Ltd
- The table below represents triggers for the drawdown of Grant. You are still required to meet the Deliverables and milestones listed in the schedules
- Details of the subsidy used and the intervention rate is provided in Paragraph 6 of this Grant Offer Letter. We are unable to exceed this intervention rate. If Eligible Expenditure reduces Grant will reduce accordingly
- The No Obligation to Pay Date for this contract is the 25th March 2026. This is the final date where the Secretary of State is no longer obliged to pay a Grant Instalment
- Definitions of key words (such as 'eligible', 'defrayed', 'expenditure', 'incurred', 'discharged' and 'liabilities') are available in the Terms and Conditions.

Schedule 5

Standard Terms & Conditions

1. Definitions and Interpretation

1.1 In these terms and conditions of contract for services ("Conditions"):

"Arising Intellectual Property" means the Intellectual Property Rights which are created as a result of the Supplier's performance of the Services ("Arising Intellectual Property")

"Background Intellectual Property" means Intellectual Property Rights owned, controlled or used by either of the Parties at the date of this Contract or which shall at any time thereafter become so owned, controlled or used otherwise than as a result of the performance of the Services under this Contract;

"Confidential Information":

- a) means all information obtained by the Supplier from Cogent Skills Ltd or any other department; but
- b) does not include the Contract itself and the provisions of the Contract where, or to the extent that, Cogent Skills Ltd publishes them by virtue of Condition 40;

the "Contract" means the agreement concluded between Cogent Skills Ltd and the Supplier for the supply of Services, including without limitation these Conditions (to the extent that they are not expressly excluded or modified), all specifications, plans, drawings and other documents which are incorporated into the agreement;

the "Supplier" means the person who agrees to supply the Services and includes any person to whom all or part of the Supplier's obligations are assigned pursuant to Condition 4;

"the Charges" means the price agreed in respect of the Services, excluding Value Added Tax;

"Data" means information collected or used for the purposes of performing the Services, which can be processed manually, electronically or by other means;

"Full Contract Price" means the price quoted by the Supplier for all phases within the Proposal;

"Intellectual Property Rights" means patents, trade marks, service marks, design rights (whether registrable or not), applications for any of those rights, copyright, database rights, trade or business names and other similar rights or obligations, whether registrable or not, in any country, including but not limited to, the United Kingdom;

“Purchase Order” means the document so described by Cogent Skills Ltd to purchase the Services which makes reference to the Conditions;

“Proposal” means the response to Cogent Skills Ltd’s invitation to tender, a copy of which is set out in Schedule 2;

“Reports” means reports provided to Cogent Skills Ltd by the Supplier in performing the Services and in accordance with the Specification;

the “Services” means the services to be supplied under the Contract, namely delivery of the Phase 1 activities described in the Specification and the Proposal.

1.2 The interpretation and construction of the Contract shall be subject to the following provisions:

- (a) a reference to any statute, enactment, order, regulation or similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as subsequently amended or re-enacted;
- (b) the headings in these Conditions are for ease of reference only and shall not affect the interpretation or construction of the Contract;
- (c) references to “person”, where the context allows, includes a corporation or an unincorporated association.

the “Specification” means the scope attached in Schedules 1-5, and any further guidance published by Cogent Skills Ltd in accordance with that document.

2. Acts by Cogent Skills Ltd

Any decision, act or thing which Cogent Skills Ltd is required or authorised to take or do under the Contract may be taken or done by any person authorised, either expressly or impliedly, by Cogent Skills Ltd to take or do that decision, act or thing.

3. Service of Notices and Communications

Any notice or other communication that either party gives under the Contract shall be made in email to the Senior Project Manager.

4. Assignment and Sub-contracting

4.1 The Supplier shall not give, bargain, sell, assign, sub-contract or otherwise dispose of the Contract or any part thereof without the previous agreement in writing of Cogent Skills Ltd.

4.2 The Supplier shall not engage any third party, subsupplier, or self-employed individual to provide services or perform any part of the work under this Contract without obtaining the prior written consent of Cogent Skills Ltd. This includes the use of any service providers, subsuppliers, or independent contractors.

4.3 The Supplier shall ensure that all subsupplier contracts include provisions for compliance with applicable laws, confidentiality, quality standards, and the payment terms outlined in this Contract.

- 4.4 The Supplier shall ensure that all sub-suppliers comply with the obligations, standards, and requirements of this Contract as if they were the Supplier, including but not limited to compliance with applicable laws, data protection, and quality standards
- 4.5 Cogent Skills Ltd shall be entitled to assign any or all of its rights under the Contract to any contracting Cogent Skills Ltd as defined in Regulation 2(1) of the Public Contracts Regulations 2015, provided that such assignment shall not materially increase the burden of the Supplier's obligations under the Contract.
- 4.6 The Supplier shall comply with all applicable laws, regulations, and industry standards, including but not limited to health and safety regulations, data protection laws, and anti-bribery legislation, as applicable to the services rendered under this agreement.

5. Entire Agreement

- 5.1 The Contract constitutes the entire agreement and understanding between the parties and supersedes all prior written and oral representations, agreements or understandings between them relating to the subject matter of the Contract provided that neither party excludes liability for fraudulent misrepresentations upon which the other party has relied.

6. Waiver

- 6.1 The failure by either party to exercise any right or remedy shall not constitute a waiver of that right or remedy.
- 6.2 No waiver shall be effective unless it is communicated to the other party in writing.
- 6.3 A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other breach of the Contract.

7. Severability

- 7.1 If any Condition, clause or provision of the Contract not being of a fundamental nature is held to be unlawful, invalid or unenforceable by a court or tribunal in any proceedings relating to the Contract, the validity or enforceability of the remainder of the Contract shall not be affected. If the court finds invalid a provision so fundamental as to prevent the accomplishment of the purpose of the Contract, the parties shall immediately commence negotiations in good faith to remedy the invalidity.

8. Confidentiality

- 8.1 The Supplier agrees not to disclose any Confidential Information to any third party without the prior written consent of Cogent Skills Ltd. To the extent that it is necessary for the Supplier to disclose Confidential Information to its staff, agents and sub-suppliers, the Supplier shall ensure that such staff, agents and sub-suppliers are subject to the same obligations as the Supplier in respect of all Confidential Information. The Supplier shall maintain the confidentiality of all information received, generated, or accessed during the performance of this contract. Any disclosure or use of such information is strictly prohibited without prior written consent. The Supplier shall comply with the security requirements stipulated in the Contract and ensure all personnel undergo appropriate security clearances as required.
- 8.2 Condition 8(1) shall not apply to information which:

- (a) is or becomes public knowledge (otherwise than by breach of these Conditions or a breach of an obligation of confidentiality);
 - (b) is in the possession of the Supplier, without restriction as to its disclosure, before receiving it from Cogent Skills Ltd or is required by law to be disclosed;
 - (c) was independently developed by the Supplier without access to the Confidential Information.
- 8.3 The obligations contained in this Condition shall continue to apply after the expiry or termination of the Contract.
- 8.4 The Supplier shall not communicate with representatives of the general or technical press, radio, television or other communications media, with regard to the Contract, unless previously agreed in writing with Cogent Skills Ltd.
- 8.5 Except with the prior consent in writing of Cogent Skills Ltd, the Supplier shall not make use of the Contract or any Confidential Information otherwise than for the purposes of carrying out the Services.
- 9. Freedom of Information**
- 9.1 The Supplier acknowledges that Cogent Skills Ltd is subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations SI 2004 No. 3391 ("EIR") and shall assist and cooperate with Cogent Skills Ltd, at the Supplier's expense, to enable Cogent Skills Ltd to comply with these information disclosure requirements.
- 9.2 In this Condition:-
 - "Information" has the meaning ascribed to it in section 84 of the FOIA;
 - "Request for Information" has the meaning ascribed to it in section 8 of the FOIA, or any apparent request for information under the FOIA or EIR.
- 9.3 The Supplier shall (and shall procure that its sub-suppliers shall):-
 - (a) Transfer any Request for Information to Cogent Skills Ltd as soon as practicable after receipt and in any event within two working days;
 - (b) Provide Cogent Skills Ltd with a copy of all Information in its possession or power in the form that Cogent Skills Ltd requires within five working days (or such other period as Cogent Skills Ltd may specify) of Cogent Skills Ltd requesting that Information;
 - (c) Provide all necessary assistance as reasonably requested by Cogent Skills Ltd to enable it 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 EIR.
- 10. Amendments and Variations**
- 10.1 No amendment or variation to the terms of the Contract shall be valid unless previously agreed in writing between Cogent Skills Ltd and the Supplier. Any changes to the services, specifications, or terms of this contract shall be subject to the change management process, which includes the submission of a formal change request,

impact assessment (cost, schedule, and quality), mutual agreement on revised terms, and documentation in an updated contract schedule. Changes shall not take effect without prior written agreement from both parties.

- 10.2 Where the Purchaser wishes to amend the Contract to incorporate any work that is unpriced at the time of the amendment, the Purchaser shall retain the right to approve and settle with the Supplier a price for such work, provided such approval is subject to the Supplier demonstrating reasonable costs and value for money. The Supplier shall make all appropriate arrangements with all its Subsuppliers affected by the Change or Changes and notify them within [X days] of the change approval.

10.3 Changes to the Specification

- (a) The Specification forms part of the Contract and all Contract Deliverables to be supplied by the Supplier under the Contract shall conform in all respects with the Specification.
- (b) The Supplier shall use a configuration control system to control all changes to the Specification. The configuration control system shall be compatible with ISO 9001 (latest published version) or as specified in the Contract. All changes shall be documented, controlled, and traceable, and maintained in accordance with the agreed quality management plan.
- (c) The Purchaser reserves the right to review and approve the configuration control process to ensure compliance with contractual requirements.

11. Invoices and Payment

- 11.1 The Supplier shall submit invoices only at the times or intervals expressly agreed by Cogent Skills Ltd in the Contract or otherwise in writing. The Supplier shall ensure that any invoice it submits includes Cogent Skills Ltd's Purchase Order or contract number, the Charges, and, where not all of the Services have been completed, an appropriate breakdown detailing the time worked, the part of the Services completed, and the period to which the invoice relates. The Supplier further confirms in each invoice that the Services (or relevant part of the Services referred to on the invoice) have been fully performed and accepted by Cogent Skills Ltd in accordance with the Contract.
- 11.2 In consideration of the provision of the Services by the Supplier, Cogent Skills Ltd shall pay the Charges within 30 days of receipt of a correctly submitted and approved invoice, as set out in Condition 11.1.
- 11.3 The Supplier shall not be entitled to charge for the provision of any services that are not part of the Services agreed within the Contract, unless the Contract has been properly varied in advance in accordance with Condition 10.
- 11.4 If the Supplier believes that payment for a correctly submitted invoice is overdue, they should, in the first instance, speak to the named contact on the face of the Contract.
- 11.5 For the purpose of calculating any statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998, the relevant date for the payment of the debt shall be deemed to be the last day of a period of 30 days commencing on the day when

Cogent Skills Ltd received the invoice, or, if the Supplier had not completed the Services (or the part of the Services to which the invoice relates) before submitting the invoice, the last day of a period of 60 days commencing on the day when the Supplier completed the Services, (or the part of the Services to which the invoice relates).

12. Accounts

- 12.1 The Supplier shall keep full and proper accounts, records relating to all expenditure reimbursed by Cogent Skills Ltd and all payments made by Cogent Skills Ltd in respect of the Services.
- 12.2 The Supplier shall permit Cogent Skills Ltd acting by its officers, on request and at all reasonable times to examine all accounts, records and vouchers at the offices of the Supplier or at such other places as Cogent Skills Ltd shall direct, and to take copies of such accounts, records and vouchers and the Supplier shall provide Cogent Skills Ltd or its independent auditor with such explanations relating to that expenditure as Cogent Skills Ltd may request.
- 12.3 The Supplier shall ensure that the said accounts, records and vouchers are available for a period of six years after termination or expiry of the Contract.

13. Recovery of Sums Due

- 13.1 Whenever under the Contract any sum of money shall be recoverable from or payable by the Supplier, such sum may be deducted from any amount then due, or which at any time thereafter may become due, to the Supplier under this Contract or any other agreement or arrangement with Cogent Skills Ltd
- 13.2 Any over-payment by Cogent Skills Ltd to the Supplier whether in respect of the Charges or Value Added Tax shall be a sum of money recoverable from the Supplier pursuant to Condition 13(1) above or otherwise.

14. Value Added Tax

- 14.1 Value Added Tax is included in the value of the Services provided in accordance with the Contract.
- 14.2 Any invoice or other request for payment of monies due to the Supplier under the Contract shall, if the Supplier is a taxable person, be in the same form and contain the same information as if the same were a tax invoice for the purposes of Regulations made under the Value Added Tax Act 1994.
- 14.3 The Supplier shall, if so, requested by Cogent Skills Ltd, furnish such information as may reasonably be required by Cogent Skills Ltd relating to the amount of Value Added Tax chargeable on the Services.

15. Provision of Services

- 15.1 The Supplier shall provide the Services in accordance with and as specified in the Contract to the satisfaction of Cogent Skills Ltd whose decision shall be final and conclusive. Cogent Skills Ltd shall have the power to inspect and examine the

performance of the Services at Cogent Skills Ltd's Premises at any reasonable time or, provided that Cogent Skills Ltd gives reasonable notice to the Supplier, at any other premises where any part of the Services is being performed.

- 15.2 Subject to a dispute resolution procedure, if Cogent Skills Ltd informs the Supplier that Cogent Skills Ltd considers any part of the Services to be inadequate or in any way differing from the Contract, and this is other than as a result of default or negligence on the part of Cogent Skills Ltd, the Supplier shall at their own expense re-schedule and perform the work correctly within such reasonable time as may be specified by Cogent Skills Ltd
- 15.3 If the performance of the Contract by the Supplier is delayed by reason of any act on the part of Cogent Skills Ltd or by industrial dispute (other than by an industrial dispute occurring within the Supplier's or its subsupplier organisation) or any other cause which the Supplier could not have prevented then the Supplier shall be allowed a reasonable extension of time for completion. For the purposes of this Condition, the Supplier shall be deemed to have been able to prevent causes of delay that are within the reasonable control of the Supplier's staff, agents and subsuppliers. A written notice for extension will be required in advance of 60 days prior to any milestones being impacted.
- 15.4 Neither party shall be held liable for any delay or failure in the performance of its obligations under this Agreement, except for payment obligations, if such delay or failure is caused by a Force Majeure Event. For the purposes of this Agreement, a Force Majeure Event is defined as any event or circumstance beyond the reasonable control of the affected party, including but not limited to:
- (a) Natural disasters (e.g., earthquakes, floods, storms);
 - (b) War, acts of terrorism, or civil disturbance;
 - (c) Governmental actions, changes in law, or regulations;
Strikes, lockouts, or industrial disputes (excluding those within the affected party's organisation);
 - (d) Epidemics, pandemics, or other public health emergencies;
 - (e) Failures or delays in transportation, communication, or utilities;
 - (f) Any other event beyond the control of the affected party which prevents, hinders, or delays the performance of its obligations.

Notification of Force Majeure Event

- 15.5 The affected party shall notify the other party in writing as soon as reasonably possible, but no later than 30 days, upon the occurrence of a Force Majeure Event, detailing the nature of the event, the expected duration, and the impact on the performance of its obligations.
- 15.6 If a Force Majeure Event occurs, the affected party shall be entitled to a reasonable extension of time for the performance of its obligations under this Agreement, provided that the affected party takes all reasonable steps to mitigate the effects of the Force Majeure Event and resume performance as soon as reasonably possible. The affected

party shall use reasonable efforts to mitigate the impact of the Force Majeure Event, including taking steps to minimise delays and resume performance as quickly as possible. The affected party must promptly inform the other party of any changes to the status of the Force Majeure Event.

- 15.7 Timely provision of the Services shall be of the essence of the Contract, including in relation to commencing the provision of the Services within the time agreed or on a specified date.
- 15.8 The Supplier warrants that it shall provide the Services with all due skill, care and diligence, and in accordance with good industry practice and legal requirements.
- 15.9 Without prejudice to the provision of Condition 13(1), the Supplier shall reimburse Cogent Skills Ltd for all reasonable costs incurred by Cogent Skills Ltd which have arisen as a direct consequence of the Supplier's delay in the performance of the Contract which the Supplier had failed to remedy after being given reasonable notice by Cogent Skills Ltd.

16. Progress Report

- 16.1 Where formal progress reports are required by the Contract, the Supplier shall render such reports at such time and in such form as may be specified by Cogent Skills Ltd, or as otherwise agreed between the Supplier and Cogent Skills Ltd.
- 16.2 The submission and acceptance of progress reports shall not prejudice any rights of Cogent Skills Ltd under the Contract.
- 16.3 Any Reports to which this clause relates shall be owned by Cogent Skills Ltd.

17. Supplier's Personnel

- 17.1 Cogent Skills Ltd reserves the right to refuse to admit to Cogent Skills Ltd's Premises any person employed by the Supplier or its sub-suppliers, whose admission would be undesirable in the opinion of Cogent Skills Ltd.
- 17.2 If and when requested by Cogent Skills Ltd, the Supplier shall provide a list of the names and addresses of all persons who may at any time require admission in connection with the performance of the Services to Cogent Skills Ltd's Premises, specifying the role in which each such person is concerned with the Supplier and giving such other particulars as Cogent Skills Ltd may require.
- 17.3 The Supplier shall ensure that all personal data is stored and processed exclusively within the United Kingdom (UK) or the European Economic Area (EEA), and shall not transfer any personal data outside the UK or the EEA without the prior written consent of the Client, except as provided in Clause below.
- 17.4 The Supplier shall ensure that all data storage and processing infrastructure, including but not limited to servers and databases, used in the provision of services to the Client,

is located within the UK or the EEA, and that all relevant servers and systems are fully compliant with the applicable data protection laws, including the UK GDPR and the EU GDPR.

- 17.5 In the event that any data processing or storage infrastructure is transferred to a location outside the UK or the EEA, the Supplier must ensure that appropriate safeguards are put in place to comply with the requirements of the UK GDPR and EU GDPR, including but not limited to the use of Standard Contractual Clauses (SCCs) or obtaining the Client's explicit consent.
- 17.6 The Supplier may not transfer any personal data outside the UK or EEA unless one of the following conditions is met:
- (a) The transfer is made to a jurisdiction deemed to provide an adequate level of data protection by the UK government or the European Commission, as applicable;
 - (b) The Supplier has implemented appropriate safeguards, such as Standard Contractual Clauses (SCCs) or Binding Corporate Rules (BCRs), in accordance with the relevant data protection laws;
 - (c) The data subject has explicitly consented to the transfer after being informed of the potential risks involved.
 - (d) The Supplier agrees to notify Cogent Skills promptly of any request by a data subject or regulator to transfer personal data to a jurisdiction outside the UK or EEA, and to cooperate with the Client to ensure compliance with applicable data protection laws.
- 17.7 The Supplier shall implement appropriate technical and organisational measures to ensure the security of personal data, including protection against unauthorised access, alteration, disclosure, or destruction.
- 17.8 In the event of a personal data breach or other security incident involving personal data, the Supplier shall immediately notify the Client and cooperate in taking all necessary actions to mitigate the impact of the breach and ensure compliance with the data breach notification requirements under the UK GDPR and EU GDPR.
- 17.9 The Supplier shall retain personal data only for as long as necessary to fulfil the contractual obligations or as required by applicable law. Upon termination of the contract, the Supplier shall promptly return or securely delete all personal data in accordance with the Client's instructions.

18. Indemnities and Insurance

- 18.1 The Supplier shall indemnify Cogent Skills Ltd, its officers, servants and agents fully against any liability, loss, claim or proceedings whatsoever arising under any statute or at common law in respect of:

- a) any damage to property, real or personal, including any infringement of third party Intellectual Property rights whether patents, copyright, registered designs or otherwise;
 - b) any injury to persons, including injury resulting in death; and
 - c) arising out of or in the course of or in connection with the performance of the Services by the Supplier except in so far as such damages or injury shall be due to any act or neglect of Cogent Skills Ltd.
- 18.2 The Supplier shall promptly notify Cogent Skills Ltd if any claim or demand is made or action brought against the Supplier for infringement or alleged infringement of Intellectual Property which might affect its performance of the Services.
- 18.3 The Supplier 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 Supplier, arising out of the Supplier's performance of the Contract.
- 18.4 The Supplier shall hold employer's liability insurance in respect of staff in accordance with any legal requirement for the time being in force.
- 18.5 The Supplier shall produce to Cogent Skills Ltd'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.
- 18.6 The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Contract. It shall be the responsibility of the Supplier to determine the amount of insurance cover that will be adequate to enable the Supplier to satisfy any liability referred to in condition 23.3.
- 18.7 Save as expressly stated elsewhere in this Contract neither Party shall be liable to the other for consequential loss or damage.

19. Termination for Insolvency or Change of Control

- 19.1 The Supplier shall notify Cogent Skills Ltd in writing immediately upon the occurrence of any of the following events:
- a) where the Supplier is an individual, if a petition is presented for bankruptcy, or of the company makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator is appointed to manage their affairs; or
 - b) where the Supplier is not an individual but is a firm or a number of persons acting together, if any event in Condition 19(1)(a) or (c) occurs in respect of any partner in the firm or any of those persons, or if a petition is presented for the Supplier to be wound up as an unregistered company; or

c) where the Supplier is a company or limited liability partnership, if the company or limited liability partnership enters administration or passes a resolution to wind up or the court makes an administration order or a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver or manager is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge; or

- 19.2 After receipt of the notice under paragraph (1) above or earlier discovery by Cogent Skills Ltd of the occurrence of any of the events described in that paragraph, Cogent Skills Ltd may, by notice in writing to the Supplier, terminate the Contract with immediate effect without compensation to the Supplier and without prejudice to any right or action or remedy which may accrue to Cogent Skills Ltd thereafter. Cogent Skills Ltd's right to terminate the Contract under Condition 19(1)(d) will exist until the end of a period of three months starting from receipt of the notice provided by the Supplier pursuant to Condition 19(1), or such other period as is agreed by the parties.

20. Termination for Breach of Contract

- 20.1 If either party commits a material breach of the Contract which is either not capable of remedy, or, if it is capable of remedy, or they fail to remedy such breach within 28 days of being notified by the other party in writing to do so, that other party shall be entitled to terminate the Contract with immediate effect by notice in writing to the party that committed the material breach and without prejudice to any other rights or remedies of either party in respect of the breach concerned or any other breach of the Contract.

21. Cancellation

- 21.1 Cogent Skills Ltd shall be entitled to terminate the Contract, or to terminate the provision of any part of the Services, by giving to the Supplier not less than 20 business days' notice in writing to that effect. Once it has given such notice, Cogent Skills Ltd may extend the period of notice at any time before it expires, subject to agreement on the level of Services to be provided by the Supplier during the period of extension.

22. Dispute Resolution

- 22.1 The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract.
- 22.2 If the parties cannot resolve the dispute pursuant to paragraph (1) of this Condition, the dispute may, by agreement between the parties, be referred to mediation pursuant to paragraph (4) of this Condition.
- 22.3 The performance of the Services shall not cease or be delayed by the reference of a dispute to mediation pursuant to paragraph (2) of this Condition.
- 22.4 If the parties agree to refer the dispute to mediation:
- (a) in order to determine the person who shall mediate the dispute (the "Mediator") the parties shall by agreement choose a neutral adviser or mediator from one of the dispute resolution providers listed by the Office of Government Commerce on its

website or in its printed guidance on dispute resolution within 30 days after agreeing to refer the dispute to mediation;

- (b) the parties shall within 14 days of the appointment of the Mediator meet with them in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the parties may at any stage seek assistance from the Office of Government Commerce to provide guidance on a suitable procedure;
- (c) unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings;
- (d) if the parties reach agreement on the resolution of the dispute within 60 days of the Mediator being appointed, or such longer period as may be agreed between the parties, the agreement shall be reduced to writing and shall be binding on the parties once it is signed by both Cogent Skills Ltd and the Supplier;
- (e) failing agreement within 60 days of the Mediator being appointed, or such longer period as may be agreed between the parties, either of the parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both parties.

22.5 If the parties do not agree to refer the dispute to mediation, or if the parties fail to reach agreement as to who shall mediate the dispute pursuant to Condition 22(4)(a) or if they fail to reach agreement in the structured negotiations within 60 days of the Mediator being appointed or such longer period as may be agreed by the parties, then any dispute or difference between them may be referred to the courts.

23. Corrupt Gifts and Payments of Commission

23.1 The Supplier shall not: offer or give, or agree to give, to any person employed by or on behalf of Cogent Skills Ltd any gift or consideration of any kind as an inducement or reward for doing, or having done, or not doing, any act in relation to the obtaining or execution of this Contract or any other contract with Cogent Skills Ltd, or for showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with Cogent Skills Ltd.

23.2 Nothing contained in this Condition shall prevent the Supplier paying such commission or bonuses to their own staff in accordance with their agreed contracts of employment.

23.3 Any breach of this Condition by the Supplier, or by anyone employed by them or acting on his behalf (whether with or without their knowledge), or the commission of any offence by the Supplier or by anyone employed by them or acting on their behalf under the Prevention of Bribery Act 2010, in relation to this Contract or any other contract with Cogent Skills Ltd, shall entitle Cogent Skills Ltd to terminate the Contract with

immediate effect and recover from the Supplier the amount of any loss resulting from such termination and the amount of the value of any such gift, consideration or commission as Cogent Skills Ltd shall think fit.

- 23.4 Where the Contract has been terminated under paragraph (2) of this Condition, there shall be deemed to be a failure to commence the provision of the Services, enabling Cogent Skills Ltd to terminate the Contract with immediate effect and Cogent Skills Ltd will not be obliged to pay the Charges.

24. Conflict of Interest

- 24.1 The Supplier shall ensure that there is no conflict of interest as to be likely to prejudice his independence and objectivity in performing the Contract and undertakes that upon becoming aware of any such conflict of interest during the performance of the Contract (whether the conflict existed before the award of the Contract or arises during its performance) they shall immediately notify Cogent Skills Ltd in writing of the same, giving particulars of its nature and the circumstances in which it exists or arises and shall furnish such further information as Cogent Skills Ltd may reasonably require.

- 24.2 Where Cogent Skills Ltd is of the opinion that the conflict of interest notified to it under paragraph (1) above is capable of being avoided or removed, Cogent Skills Ltd may require the Supplier to take such steps as will, in its opinion, avoid, or as the case may be, remove the conflict and:

- a) if the Supplier fails to comply with Cogent Skills Ltd's requirements in this respect; or
- b) if, in the opinion of Cogent Skills Ltd, it is not possible to remove the conflict,

Cogent Skills Ltd may terminate the Contract immediately and recover from the Supplier the amount of any loss resulting from such termination.

- 24.3 Notwithstanding Condition 24.2, where Cogent Skills Ltd is of the opinion that the conflict of interest which existed at the time of the award of the Contract could have been discovered with the application by the Supplier of due diligence and ought to have been disclosed as required by the tender documents pertaining to it, Cogent Skills Ltd may terminate the Contract immediately for breach of a fundamental condition and, without prejudice to any other rights, recover from the Supplier the amount of any loss resulting from such termination.

25. Intellectual Property Rights

- 25.1 All Background Intellectual Property used or supplied under this Contract shall remain the property of the Party introducing it. Nothing in this Contract shall affect either Party's ownership of its Background Intellectual Property.
- 25.2 Any Intellectual Property, Data, results, outcomes or conclusions created in performing the Services ("Arising Intellectual Property") shall belong to the Supplier.

25.3 The Supplier shall make all Arising Intellectual Property available to Cogent Skills Ltd under the Open Government Licence v3.0 (or any subsequent version). This grants Cogent Skills Ltd and any third party a worldwide, perpetual, royalty-free, non-exclusive right to use, reproduce, modify and distribute the material in accordance with the terms of that licence.

25.4 The Supplier shall ensure that any Background Intellectual Property or third-party rights essential to the use of the Arising Intellectual Property are appropriately licensed to Cogent Skills Ltd on terms that permit use consistent with the Open Government Licence.

26. Exploitation of Intellectual Property

26.1 The Supplier shall inform Cogent Skills of any Arising Intellectual Property, Data, results, outcomes or conclusions which is created in performing the Services which are capable of exploitation whether patentable or not. All intellectual property rights arising from the performance of this contract shall be assigned to Cogent Skills and subsequently managed in accordance with this Contract.

26.2 The Supplier shall, as appropriate, devise, publish, implement and maintain procedures for the management of Arising Intellectual Property and in particular, but without limitation, shall use its best endeavours to ensure that:

- a) the Data which constitutes Arising Intellectual Property is identified, recorded and carefully distinguished from the outputs of other research;
- b) prior to any publication of materials created in the course of performing the Services, patentable inventions comprised within the Arising Intellectual Property 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
- c) all such patent applications are diligently executed having regard to all relevant circumstances.

26.3 Consistent with the good management of Intellectual Property Rights and the continued agreement of Cogent Skills Ltd, the Supplier shall use its best endeavours to:

- a) promote the dissemination of the Arising Intellectual Property;

26.4 The Supplier shall not transfer ownership of the Arising Intellectual Property without the consent of all parties involved.

27. Rights of Third Parties

It is not intended that the Contract, either expressly or by implication, shall confer any benefit on any person who is not a party to the Contract and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply. However, this does not restrict the use of Arising Intellectual Property by third parties under sublicenses granted by Cogent Skills Ltd.

28. Property

- 28.1 Any Property including any equipment provided to the Supplier shall remain the property of Cogent Skills Ltd and shall be used in the execution of the Contract and for no other purpose whatsoever except with the prior agreement in writing of Cogent Skills Ltd.
- 28.2 Any Property or equipment shall be deemed to be in good condition when received by or on behalf of the Supplier unless they notify Cogent Skills Ltd to the contrary within 14 days or such other time as is specified in the Contract.
- 28.3 The Supplier undertakes to return any and all Property on completion of the Contract or on any earlier request by Cogent Skills Ltd.
- 28.4 The Supplier shall, except as otherwise provided for in the Contract, repair or replace or, at the option of Cogent Skills Ltd, pay compensation for all loss, destruction or damage occurring to any Property caused or sustained by the Supplier, or by their servants, agents or subsuppliers, whether or not arising from their performance of the Contract and wherever occurring, provided that if the loss, destruction or damage occurs at Cogent Skills Ltd's Premises

29. Data Protection

- 29.1 In this condition references to "personal data", "data subjects" and "data processor" are to be interpreted as defined in the UK GDPR (general data protection regulation 2018) & the Data Protection Act 2018 . The Supplier shall comply with all relevant provisions of the Act and do nothing which causes, or may cause, Cogent Skills Ltd to be in breach of its obligations under the Act. In particular, to the extent that the Supplier acts as a data processor in respect of any personal data pursuant to the Contract, the Supplier shall only process such personal data as is necessary to enable it to fulfil its obligations under this Contract.
- 29.2 The Supplier warrants that it has appropriate technical and organisational measures in place to protect any personal data it is processing on Cogent Skills Ltd's behalf against any unauthorised or unlawful processing and against any accidental loss, destruction or damage and undertakes to maintain such measures during the course of this Contract. The Supplier shall also take all reasonable steps to ensure the reliability of its staff having access to any such personal data.
- 29.3 Upon reasonable notice the Supplier shall allow Cogent Skills Ltd access to any relevant premises owned or controlled by it to enable Cogent Skills Ltd to inspect its procedures described at Condition 31(2) above and will upon Cogent Skills Ltd's request from time to time prepare a report for it on the technical and organisational measures it has in place to protect the personal data it is processing on Cogent Skills Ltd's behalf.

- 29.4 The Supplier shall at its own cost, at Cogent Skills Ltd's request, assist Cogent Skills Ltd to comply with any requests for access to personal data under Section 7 of the Act and in particular shall respond to any such request promptly to enable Cogent Skills Ltd to comply with its obligations under the Act. When requested by Cogent Skills Ltd the Supplier shall at its own cost promptly provide it with any personal data relating to this Contract.
- 29.5 If the Supplier fails to comply with any provision of this condition, Cogent Skills Ltd may terminate the Contract immediately in which event the provisions of Condition 20 shall apply.
- 29.6 The Supplier shall indemnify Cogent Skills Ltd against all claims and proceedings, and all costs and expenses incurred in connection therewith, made or brought against Cogent Skills Ltd by any person in respect of the Act or equivalent applicable legislation in any other country which claims would not have arisen but for some act, omission, misrepresentation or negligence on the part of the Supplier or its sub-suppliers and hold it harmless against all costs, losses and liability whatsoever incurred by it arising out of any action or inaction on its part in relation to any of its obligations as set out in this Contract which results in Cogent Skills Ltd being in breach of its obligations under the Act or equivalent applicable legislation in any other country.
- 29.7 The Supplier warrants that it has submitted, pursuant to Section 18(1) of the Act, a notification to the Information Commissioner and shall keep that notification up to date.
- 29.8 The Supplier shall not transfer any personal data outside the European Economic Area unless authorised in writing to do so by Cogent Skills Ltd.
- 29.9 Upon the termination of this Contract for whatever reason the Supplier shall, unless notified otherwise by Cogent Skills Ltd or required by law, immediately cease any processing of the personal data on Cogent Skills Ltd's behalf and as requested by Cogent Skills Ltd destroy or provide Cogent Skills Ltd with a copy on suitable media.
- 29.10 The Supplier shall promptly carry out any request from Cogent Skills Ltd requiring it to amend, transfer or delete the personal data or any part of the personal data.
- 29.11 Where the Supplier is required to collect any personal data on behalf of Cogent Skills Ltd, it shall ensure that it provides the data subjects from whom the personal data are collected with a data protection notice in a form to be agreed with Cogent Skills Ltd.

Schedule 6

Flow Down Obligations under the Funding Agreement

This Schedule forms part of the subcontract agreement between Cogent Skills Limited (“Prime Contractor”) and x (“Subcontractor”).

1. Definitions

Terms defined in the Funding Agreement between the Prime Contractor and the Secretary of State for Energy Security and Net Zero (“Funding Agreement”) shall have the same meaning in this Schedule unless otherwise defined.

2. Compliance with Funding Agreement

The Subcontractor shall comply with all obligations set out in the Subcontractor Compliance Schedule attached, as if it were the Grant Recipient under the Funding Agreement.

3. Audit and Access Rights

The Subcontractor acknowledges and agrees that the Secretary of State, the Prime Contractor, and their auditors may access the Subcontractor’s premises, staff, systems, and records for the purposes of audit, inspection, and monitoring in connection with the Funding Agreement.

4. Indemnity

The Subcontractor shall indemnify and keep indemnified the Prime Contractor against all losses, claims, demands, liabilities, costs, and expenses arising from any breach by the Subcontractor of the obligations contained in this Schedule.

5. Survival

The obligations in this Schedule shall survive expiry or termination of the subcontract to the extent required by the Funding Agreement.

6. Conflict

If there is any conflict between the terms of this Schedule and any other term of the subcontract, the provisions of this Schedule shall prevail in relation to compliance with the Funding Agreement.

Schedule 7

Compliance Schedule

The Subcontractor must comply with the following obligations in relation to the Grant Funding Agreement between Cogent Skills Ltd and the Secretary of State (the “Funding Agreement”):

1. Audit & Access

- Provide the Secretary of State, their auditors, and Cogent Skills Ltd. with full access to premises, staff, records, and systems relating to the funded activities.
- Co-operate with audits, inspections, and monitoring requirements.

2. Use of Funds & Value for Money

- Apply funds only to activities directly linked to the subcontracted scope of work.
- Procure goods and services in a manner that is transparent, competitive, and demonstrates value for money.

3. Legal & Regulatory Compliance

- Comply with all applicable laws, including:
- Public Contracts Regulations 2015 (where applicable),
- The Procurement Act 2023 (where applicable),
- UK subsidy control law,
- Data protection laws (UK GDPR and Data Protection Act 2018),
- Health and safety law,
- Modern Slavery Act 2015,
- Bribery Act 2010, and other anti-fraud/anti-corruption legislation.

4. Anti-Bribery, Fraud & Modern Slavery

- Prohibit any form of bribery, corruption, fraud, theft, or facilitation of tax evasion.
- Take reasonable steps to prevent slavery, servitude, forced or compulsory labour, and human trafficking within supply chains.

5. Confidentiality & Information

- Treat all information related to the Funding Agreement as confidential, unless disclosure is required by law.
- Provide reports, records, and information requested by Cogent Skills Ltd. for compliance with the Funding Agreement.

6. Environmental Standards

- Carry out activities in line with the Department for Energy Security and Net Zero's environmental objectives, including:
- resource efficiency,
- minimising emissions and waste,
- avoiding harmful substances.

7. Asset & Record Management

- Maintain accurate financial and activity records, including timesheets associated with your work on the project
- Keep a register of assets purchased with funds.
- Retain records for the same duration required of Cogent Skills Ltd. under the Funding Agreement (10 years).

8. Insurance

- Maintain adequate insurances as appropriate for the work.

9. Breach / Termination

- Acknowledge that breach of these obligations may lead to termination of the subcontract, recovery of funds, and reporting to the Secretary of State.