

Description of services required
INVITATION FOR PROPOSALS
SuperBIO FINAL EVALUATION

SuperBIO (H2020 call Cluster facilitated projects for new value chains- call Innosup 2015-1, coordination and support action) is a two-and-a-half-year European Union funded project, with a budget of €3.7 million. This innovation project aims to develop new, innovative, cross-border and cross-sectorial industrial value chains in the bioeconomy. SuperBIO is a partnership between the following clusters and service providers: Flanders Biobased Valley (cluster, coordinator), Politechnika Lodzka Platform for Bioeconomy (cluster), INRA Toulouse White Biotechnology (cluster), Fundación Corporación Tecnológica de Andalucía (cluster), Bio Base Europe Pilot Plant (service provider), National Non-Food Crops Center (service provider), nova Institut (service provider), Patergrus Biotech Subsidy (service provider), Gill Jennings & Every LLP (service provider) and BCNP consultants (service provider).

The project ends in November 2018 and as part of the project review process, SuperBIO is seeking to appoint a team of consultants to work with staff involved with the SuperBIO project, in order to produce a final project evaluation aimed at drawing up conclusions to inform the future set-up of H2020-funded projects aimed at stimulating the innovation process with SMEs.

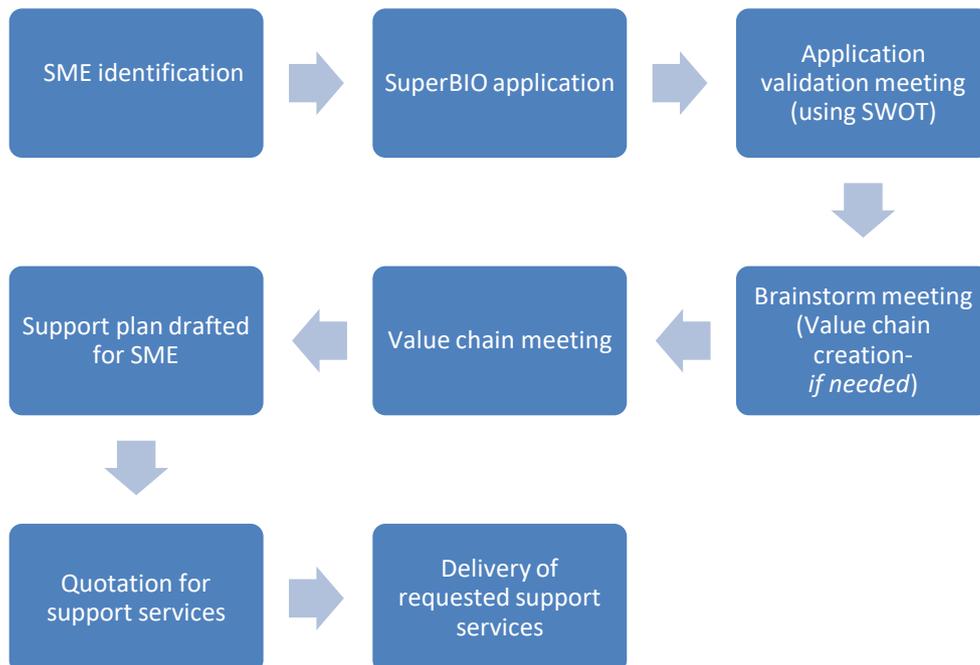
SUMMARY

SuperBIO focuses on the bio-based economy. This emerging economy relies on the use of biomass (e.g. plants, waste) as renewable raw material for the production of new or existing products. The technologies used are a combination of biochemistry, biotechnology, chemistry and processing technology. The cluster coordinating SuperBIO (FBBV) has already more than 3 years' experience in building new bio-based economy value chains at regional level and is active in European projects aimed at supporting SMEs to bring innovations to the market. The consortium consists of four cluster organisations specialised in the bio-based economy from regions with synergetic smart specialisations as well as six highly skilled and experienced SME intermediates considered as important opinion makers in the bio-based economy.

The bio-based economy goes along at least 19 different industrial sectors. The project aims at constructing and validating new value chains providing the SMEs in the new value chains the tools to convince investors to contribute to building new emerging industries or to generate improved processes or products. SuperBIO will create a comprehensive open collaboration space based on the combined network of all partners, an idea validation procedure and a complementary innovation support program. The project's approach ensures the validation of sustainable and commercially viable value chains.

The project is business oriented: SuperBIO selects promising value chain ideas which are submitted by companies or other industrial stakeholders and is committed to support SMEs in constructing their value chain. The value chain is based on innovation in the sector of biomass conversion or Industrial Biotechnology. In addition, SuperBIO offers 10 innovation services to SMEs that are part of validated value chains. These services are funded by the project for 75%, 25% being co-financed by the company. The SME can select multiple services with a maximal total value of €60,000. The output of this project will lead to the implementation of new value chains, the production of drop-in chemicals and products the production of new chemicals and products with improved features and can lead to investments in dedicated industrial production sites. The process leading from the

selection of applications from SMEs to the delivery of the innovation support services to SMEs is illustrated below.



BACKGROUND

The SuperBIO project aims to create new value chains in order to reindustrialize Europe, anchoring highly skilled jobs in Europe in the process. In the last decade a wealth of opportunities has already arisen, however, a lack of upscaling of technologies, sustainability assessment, IP mapping and market readiness (e.g. price compared to its fossil-based counterparts) hinder their implementation. SMEs are widely regarded as drivers for innovation, however the innovation process puts considerable pressure on the resources available within the SME. There is thus a great potential to develop new value chains, but also a need of business support in order to advance these. In addition, the bio-based economy is a complex ecosystem, being very multidisciplinary and cross sectoral, with specific regulations (environmental, sustainable, energy directive, GMO) and policies across different disciplines. Finding your way as an innovative SME in this complex ecosystem requires specific expertise and networks.

The approach goes beyond the state-of-the-art as it evaluates the needs and gaps of the value chains from all essential innovation angles at one time in a concerted manne and given by experts with a track record of innovations in bio-based economy. Classical business support focuses on one or only a few aspects by experts in the specific support service, but not necessarily in an emerging, new market.

The project has therefore the ambition to catalyse the innovation process and increase the speed and simplify the route to market of promising value chains in the bio-based economy. The project has the ambition to become a Large-Scale Demonstrator that integrates all relevant knowhow and business support services by assembling experts of different elements of the innovation process to develop the bio-based economy in the EU. We expect to fine-tune the model during the project

from the delivery learnings, drawing up an 'Innovation Script'¹. The innovation script will be disseminated so that other companies, organisations and regions can learn from the chosen approach. The pillars of the Large-Scale Demonstrator approach are providing a pan European business brokerage and introduction platform enabling SMEs to identify potential business partners and build value chain relationships.

Target beneficiaries:

- New and existing SME's situated within the EU and H2020 associated countries
- Larger private organisations
- Public sector organisations i.e. local authorities, Higher Education Institutions

Project Outputs

- Create >10 validated value chains
- Support >30 SMEs using different support measures
- Innovation Script
- Open innovation space
- Large scale demonstrator approach²

AIMS & OBJECTIVE OF THE EVALUATION

The aims of the evaluation are:

- to evaluate the efficiency and the effectiveness of the SuperBIO project and
- to understand the added value of the project for its beneficiaries and stakeholders with regard to the packages of support offered;
- to formulate recommendations for future innovation support programs.
- Identify generic mechanisms and a systemic approach in the project related to business development, reaching out to SMEs (how did they find out about SuperBIO), workshops, service provision, etc.

The objectives of the evaluation are:

- To conduct a comprehensive evaluation of project activity and outcomes against the project indicators as outlined in the project proposal (i.e. number of applicants, value chains, countries, type of SMEs (year founded, number of employees revenues)). This will include the cross-cutting themes and the appropriateness of project indicators (i.e. in relation to work package objectives).
- To evaluate the effectiveness of the project as an open innovation space for SMEs.

¹ The innovation script will be a report containing a step-wise approach and recommendations on how to organize business and innovation support for emerging industries based on the findings and learnings of the SuperBIO project.

² Entity integrating all relevant knowhow and business support services, including experts in different sectors of the innovation process to develop the bio-based economy within the EU. The pillars of the Large Scale Demonstrator approach are: providing a pan-European business brokerage and introduction platform enabling SMEs to identify potential business partners and build value chain relationships; providing access to very experienced bio-based experts which can coach and advice on new value chains and stakeholders for these value chains as well as identify gaps and needs to be fulfilled to bring the value chains closer to the market; provide key expertise across business support areas providing SMEs with grant supported access to knowledge essential for business plan development, to attract capital and realise improved products and processes.

- To assess which aspects of the project delivery have led to positive outcomes as added value and highlight areas that could be viewed as 'good practice' and lessons learned with evidence-based recommendations for taking the programme forward as part of the creation of the SuperBIO Innovation Script.
- to assess the project's integration with other support to businesses in the 4 cluster countries
- To determine and evaluate the legacy of SuperBIO in the light of the large-scale demonstrator approach as defined by the European Commission (see footnote #2).

INDICATIVE METHODOLOGY

Please note that the approaches stated here are intended as a guide only, and that bidders may propose any combination of desk-based, quantitative or qualitative methods they deem appropriate.

The methodology should focus on enabling a desk-based exercise with relevant documentation provided by the SuperBIO partners. Data and processes which will best provide an evidence base to support the delivery and monitoring of the operations' activities should be highlighted. This could include consideration of the overall aims and objectives set out in the project proposal. The contractor should provide recommendations on changes to delivery and monitoring in line with their findings.

Additionally, using the review of project documentation, the review of relevant business information databases, and primary research such as interviews or focus groups to consult with relevant stakeholders, you should provide a methodology for the SuperBIO final evaluation.

The SuperBIO partners will provide the following documentation: SuperBIO project proposal, project reporting documents (evaluation forms, value chain reports, ...), SME application forms, SME questionnaires, meeting and event feedback forms. Access to project partners (10) for interviews will be arranged but no interviews with SME beneficiaries (third party SMEs) on the project will be expected.

KEY DELIVERABLES

The key deliverables for each evaluation consist of:

- Regular updates, identifying any risks and obstacles relating to the work and the steps that will be taken to address them.
- An MS PowerPoint presentation of initial findings to the delivery team and a selection of key stakeholders will be expected prior to sign off of the final draft of the report.
- The final report should be submitted in MS Word format. An executive summary of a page will be expected with the final report, containing key findings, conclusions and recommendations.

DELIVERY MANAGEMENT

Tenderers should provide the name of the Project Manager who will be responsible for running the contract and who will be the main point of contact throughout the contract. The contractor will also be required to nominate a second contact point for those times when the Project Manager is unavailable. The contractor will notify the client of any changes

in key staff irrespective of whether those changes are expected to affect the successful delivery of the evaluation.

A kick-off meeting as well as regular email updates will be expected to monitor progress. It is anticipated that email updates will be required on a fortnightly basis. Finally, a face-to-face presentation of initial findings and the report draft will be required prior to the final report submission.

TENDER EVALUATION CRITERIA

Guidance on the format of the tender

Tenders should adhere to the size and content requirements in order to be successful. If a tender exceeds the stated size requirements, any information submitted above the size requirement will not be considered in the tender evaluation. The tender submission should (including text in tables) be in Arial font, minimum 12 point in size and 1.5 line spacing. The tender should be returned electronically, as a MS Word document.

Summary (1,000 words maximum) [5% overall weighting]

Provide a summary detailing your proposed project to include understanding of the project/research environment, proposed methodology, total cost and staff experience, plus any added value you feel your proposal offers, including your previous experience of carrying out other project appraisals.

Demonstrate your understanding of the policy environment, based on your reading of the Background section of the specification as well as your past experience and existing evidence, to include specific knowledge & understanding of the biorenewables sector, from the EU's perspective. Set out your understanding of any data sources you think are relevant to this evaluation. Set out your understanding of the rationale for undertaking the research, with reference to the project background.

Understanding the policy/research environment and need for the research (3,000 words maximum) [25% overall weighting]

Outline your understanding of the specific objectives/research questions for this evaluation. Set out how your proposed methodology fits each of these/provides the required evidence against each and how this will in turn meet the overall aim.

The tender should set out a detailed account of the methodology to be used in the project, making clear if you are suggesting different or additional methodology to that set out in the specification as well as how any specific methodological requirements will be met. Set out how any qualitative data will be analysed and any specific quantitative analysis proposed. Set out your rationale for adopting the methodological approach you propose and how the resource set aside (e.g. number of days/budget) will allow you to undertake the proposed work. Highlight any dependencies (e.g. co-operation from different groups, access to data) and other feasibility issues. Please also provide an indicative methodology for the final evaluation, including any counterfactual.

Suitability of the methodology - addressing the aims and objectives/research questions and quality and appropriateness of the approach (5,000 words maximum) [30% overall weighting]

Provide a list of the staff that will be involved in the project at all levels, as well as their specific role in this project. The list should briefly highlight their relevant experience and expertise (e.g. with

reference to the specific context and similar projects they have been involved in), their estimated time to be spent on the project and the length of time they have been working with your organisation.

- State the name of the project manager and a designated deputy.
- Designate a quality assurer and detail how they will ensure that the deliverables are delivered to standard.
- Provide a detailed timetable for carrying out the work based on the proposed approach and method and the milestones set out in the specification. In particular, highlight in particular any deadlines you identify as critical. A project plan would be ideal here.
- Include timings on turnaround of reports and information on how you will ensure a smooth turnaround (e.g. once you have received comments on the first draft from the SuperBIO project manager). The timings should allow for translation of research materials/executive summaries and any other translation requirements set out in the specification.

This section should also provide information on suggested meetings, contract monitoring etc. A risk assessment should be provided covering the main risks to the project and how these risks will be managed. This should also note any dependencies, e.g. feedback from the SUPERBIO project manager and reports that would be needed in order to undertake and complete this project and the implication if this support is not obtained/timely.

Staff roles and suitability of staff for those roles and understanding of, and ability to meet, project timetable and dependencies/risks (2,000 words maximum) [20% overall weighting]

The total price of the evaluation should be quoted in euros (exc. and inc. VAT). Separate aspects of the evaluation are to be individually costed and attributed to specific members of the project team with the estimated number of days to be taken clearly stated and day rates for project team included (exc. VAT).

$$\text{Price score} = \text{total Available Marks} \times \frac{\text{lowest price compliant tender}}{\text{tender price}}$$

Price [20% overall weighting]

BUDGET, DELIVERY AND CONDITIONS

The maximum available budget for the final project evaluation is €25,000 inclusive of VAT and all other relevant taxes and expenses. The evaluation will be undertaken in the period April 2018 – July 2018.

The programme of work, including delivery of the completed final report, in print-ready electronic format must be concluded before July 2018. In addition to the final electronic report, two hardcopies of the final document, along with a signed cover letter will also be required. For reference the Terms and Conditions for the service provision are provided in Annex 1.

MILESTONES

Project kick-off: Start of April 2018.

Delivery of draft final report: June 2018.

Delivery of agreed final report: July 2018.

CHANGES TO PROJECT SCOPE

This document describes the project sponsor's current service requirement. It is possible that during the life of the contract, changes, for example, in the nature and volume of the work and the timescale or other requirements will arise.

Changes to the Terms of Reference will be implemented by mutual agreement between the consultant and the sponsor.

SUBMISSION PROCEDURE

Completed proposals should be submitted in hard copy format to Dr Adrian Higson by 5PM on Friday 9th March 2018 at the address below. The outside of all envelopes should be clearly marked as set out below:

PROPOSAL DOCUMENTATION – TO BE OPENED BY ADDRESSEE ONLY

Dr Adrian Higson

NNFCC The Bioeconomy Consultants

Biocentre, York Science Park

Innovation Way,

Heslington, YO10 5DG

United Kingdom.

Following assessment of the different proposals, a purchase order authorising the study will be sent to the successful organisation by Friday 16th March 2018. For any further enquiries please contact Dr Adrian Higson by email: a.higson@nnfcc.co.uk.

ADDITIONAL INFORMATION SuperBIO website: www.h2020-superbio.eu

ANNEX 1.

TERMS AND CONDITIONS

1. Definitions and interpretation

1.1 The following terms shall have the following meanings for the purposes of this agreement:

Change of Control: where the power to exercise directly or indirectly more than 50% of the total votes capable of being cast at a general meeting of the Consultant, or where the power to control directly or indirectly the decisions of the board of directors of the Consultant, or to control the composition of the board of directors of the Consultant by whatever means passes from the person or persons at the date of this agreement able to so exercise or control to another person or persons.

Commencement Date: the date of this agreement.

Confidential Information: all New Material and all other confidential information relating to the business organisation, transactions, finances, technology, processes, specifications, methods, designs, formulae, technology and business activities or affairs, of and concerning the NNFCC and its customers and suppliers.

Fee: the fee that the NNFCC will pay to the Consultant in consideration for the Consultant undertaking the Work and preparing the Results as set out in Part 1 of Schedule 2, such fee to be inclusive of VAT.

Intellectual Property Rights: patents, rights to inventions, utility models, copyright, trademarks, service marks, trade, 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, database rights, 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.

New Material: any and all information and data collected or acquired by the Consultant whilst undertaking the Work and in particular that is set out in the Results.

Parties: the NNFCC and the Consultant.

Payment Date: the date or dates on which the Fee or parts of the Fee will be paid to the Consultant as set out in Part 2 of Schedule 2.

Project Plan: the detailed plan describing the Work and setting out the timetable and responsibilities for the undertaking and completion of the Work attached at Schedule 1.

Results: the final results of the Work, being a report (in any form or medium that the NNFCC desires) setting out the Consultant's findings and the dissemination of all the information collected and collated whilst undertaking the Work, as further defined in the Project Plan.

Work: the work required to be undertaken by the Consultant as described in the Project Plan.

1.2 The headings to clauses are inserted for convenience only and shall not affect the construction of this agreement.

1.3 In this agreement references to statutory provisions shall be construed as references to those provisions as amended or re-enacted or as their application is modified by other provisions (whether before or after the date of this agreement) from time to time and shall include references to any provisions of which they are re-enactments (whether with or without modification).

1.4 Words expressed in any gender shall where the context so requires or permits include any other gender.

1.5 Words expressed in the singular shall where the context so requires or permits include the plural.

1.6 Where any party is more than one person that party's obligations in this agreement shall take effect as joint and several obligations; anything in this agreement which applies to that party shall apply to all of those persons collectively and each of them separately; and the benefits contained in this agreement in favour of that party shall take effect as conferred in favour of all of those persons collectively and each of them separately.

1.7 References in this agreement to anything which any party to is required to do or not to do shall include his acts, defaults and omissions, whether direct or indirect; on his own account; or for or through any other person; and those which he permits or suffers to be done or not done by any other person.

2. Engagement and length of engagement

The Consultant will undertake and complete the Work in accordance with the timescales set out in the Project Plan or until terminated by the NNFC in accordance with the provisions of clause 9.

3. Consultant's Duties

3.1 The Consultant will undertake and complete the Work until the Results are delivered to the NNFC in accordance with the Project Plan, the technical specification and the terms of this agreement generally.

3.2 The Consultant undertakes with the NNFC:

3.2.1 to use its best endeavours to undertake and complete the Work in a competent and efficient manner and in accordance with the timescales set out in the Project Plan and in accordance with all recognised practices and standards and all legislation of England and Wales in existence at that time;

3.2.2 to comply with all reasonable requirements of the NNFC or its authorised representative in order to ensure the Work is completed in accordance with the Project Plan, including (but not limited to) from where the Consultant will undertake the Work;

3.2.3 at all times to act justly and faithfully to the NNFC;

3.2.4 to use all current, up to date methods and techniques in the performance of his duties under this agreement;

- 3.2.5 to use all current and up to date information in the preparation of the Results and to ensure that all information collected and disseminated in the preparation of the Results is accurate, legible, reliable, true and up to date in all respects;
 - 3.2.6 not to make the Results or any information collected in the undertaking of the Work available to any third party (in any form whatsoever) nor to make any personal gain (whether financial or otherwise) from the Results save with the prior written approval of the NNFCC;
 - 3.2.7 as soon as the Consultant has formulated the Results, he shall forward the same to the NNFCC in any format the NNFCC reasonably requests; and
 - 3.2.8 provide the NNFCC with such assistance as it reasonably requires to publish the Results in any publication and in any format they deem necessary.
- 3.3 Where the Consultant is a body corporate those undertakings in clause 3.2 are given on behalf of the Consultant and every member, director or employee of the Consultant.

4. Remuneration and payment of Tax

4.1 Provided that the Work is undertaken and the Results prepared in accordance with the terms and timescales set out in the Project Plan, the NNFCC will pay the Fee to the Consultant on the Payment dates.

4.2 During the term of this agreement the Consultant shall be an independent consultant and not the employee or servant of the NNFCC.

4.3 The Consultant shall pay all taxation or National Insurance contributions payable in connection with the remuneration under this agreement and shall compensate the NNFCC in full on demand for any liability that it suffers in connection with them.

5. Intellectual Property Rights

5.1 The Consultant assigns to the NNFCC, with full title guarantee and free from all third party rights, all the Intellectual Property Rights vested in the Results.

5.2 The Consultant shall, promptly at the NNFCC's request, do or procure to be done all such further acts and things and the execution of all such other documents as the NNFCC may from time to time require for the purpose of securing for the NNFCC the full benefit of this agreement, including all right, title and interest in and to the Intellectual Property Rights and all other rights assigned to the NNFCC in accordance with the terms of this agreement.

5.3 The Consultant undertakes that it will not infringe the Intellectual Property Rights of any third party in undertaking the Work and finalising the Results.

6. Indemnity

6.1 The Consultant shall indemnify and hold the NNFCC harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by, the NNFCC as a result of or in connection with:

- 6.1.1 any alleged or actual infringement, whether or not under English law, of any third party's Intellectual Property Rights or other rights arising out of the undertaking of the Work and/or the preparation of the Results; or
- 6.1.2 any claim made against the NNFCC or any of its authorised representatives in respect of any liability, loss, damage, injury, cost or expense sustained by the NNFCC's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the undertaking of the Work or the preparation of the Results as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of this agreement by the Consultant; or
- 6.1.3 any breach of this agreement by the Consultant or any other person who is under the control of the Consultant.

6.2 During the term of this agreement and for a period of 12 months thereafter, the Contractor shall maintain in force with a reputable insurance company professional indemnity insurance in an amount not less than £1 million and shall, on the NNFCC's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium.

6.3 The provisions of this clause 6 shall survive termination of this agreement, however arising.

7. Confidentiality

7.1 Except as authorised or required by the NNFCC or by a court of competent jurisdiction the Consultant shall keep secret and shall not use or disclose and shall use his best endeavours to prevent the use or disclosure by or to any person, firm or organisation (except in the course of properly performing his duties under this agreement) of any of the Confidential Information.

7.2 The restriction in clause 7.1 shall apply during and after the termination of the Consultant's engagement without any time limit but shall cease to apply to any Confidential Information that becomes public knowledge otherwise than through any unauthorised disclosure or breach of this agreement by the Consultant.

8 Audit

The Consultant will allow the NNFCC or its authorised representative to visit the place of work of the Consultant and examine and audit any work that the Consultant is undertaking on behalf of the NNFCC pursuant to this agreement. Such an audit will include the audit or all information collected by the Consultant and all ways in which such information was collected.

9 Termination

9.1 The NNFCC may terminate the Consultant's engagement by giving not less than 1 month's written notice to the Consultant expiring at any time.

9.2 The NNFCC shall have the right (in addition to any other rights which it has at law) to terminate this agreement immediately and without liability for compensation or damages on the happening of any of the following events:

- 9.2.1 the Consultant fails to comply with any of his express or implied obligations under this agreement or any agreement supplemental to it;

- 9.2.2 the Consultant fails or ceases to perform his duties under this agreement to the NNFC's reasonable satisfaction or in accordance with the Project Plan;
 - 9.2.3 the Consultant is unable or prevented from carrying out his duties under this agreement because of illness or injury or any other cause for any period or periods exceeding a total of 28 days in any period of one year;
 - 9.2.4 the Consultant becomes of unsound mind or a patient within the meaning of the Mental Health Act 1983;
 - 9.2.5 the Consultant is convicted of any criminal offence other than a minor driving offence;
 - 9.2.6 the Consultant ceases to hold any licence or professional qualification he has or has his name removed from any register;
 - 9.2.7 the Consultant becomes bankrupt, has a receiving order made against him, makes any arrangement with his creditors generally or takes or suffers any similar action as a result of debt or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory), or has a receiver or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Consultant or notice of intention to appoint an administrator is given by the Consultant or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Consultant or for the granting of an administration order in respect of the Consultant, or any proceedings are commenced relating to the insolvency or possible insolvency of the Consultant;
 - 9.2.8 the Consultant is guilty of any grave misconduct or wilful neglect in the discharge of his duties under this agreement; or
 - 9.2.9 the Consultant is guilty of any act which brings the NNFC into disrepute or which in the NNFC's reasonable opinion is prejudicial to its interests.
 - 9.2.10 the Consultant is a body corporate and any individual named in the Project Plan ceases to be involved with the Work for any reason whatsoever other than with the prior written approval of the NNFC.
 - 9.2.11 the Consultant is a body corporate and there is a Change of Control of that body corporate.
- 10 Effect and consequences of termination
- 10.1 The expiration or earlier termination of this agreement shall not effect:
 - 10.1.1 such of its provisions as are expressed to operate or have effect afterwards; or
 - 10.1.2 any right of action already accrued to either party in respect of any breach of this agreement by the other party.
 - 10.2 On the termination of this agreement, the Consultant shall immediately return all records in any medium (whether written, computer readable or otherwise) including accounts, documents, drawings

and private notes concerning any Confidential Information and all copies and extracts of them made or acquired by the Consultant in the course of his engagement to the NNFCC.

10.2.1 Following termination of this agreement under clause 9.2 the Consultant shall be responsible for the cost of returning any items under this clause 10.2;

10.2.2 Following termination of this agreement for any reason other than under clause 9.2 or on successful completion of the Work, the NNFCC shall be responsible for the cost of returning any items under this clause 10.2.

11 Limits on Liability

11.1 The maximum liability of the NNFCC resulting from any claim made against the NNFCC by the Consultant in respect of any liability, loss, damage, injury, cost or expense sustained by the Consultant to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the breach or negligent performance or failure or delay in performance of this agreement by the NNFCC shall be a sum equal to the Fee.

11.2 This clause does not attempt to limit the liability of the NNFCC for personal injury and death arising out of the negligence of the NNFCC.

12 Entire understanding

12.1 This agreement is in substitution for all previous contracts relating to the Work express or implied between the NNFCC and the Consultant. All such previous contracts shall be terminated by mutual consent from the Commencement Date.

12.2 This agreement embodies the entire understanding of the parties in respect of the matters contained or referred to in it and there are no promises terms conditions or obligations oral or written express or implied other than those contained in this agreement.

13 Waiver

Any party may release or compromise the liability of any of the other or others under this agreement or grant to any such person time or other indulgence without affecting any other party's liability.

14 Variation

No variation or amendment of this agreement or oral promise or commitment related to it shall be valid unless committed to writing and signed by or on behalf of both parties.

15 Notices

15.1 Any notice given under this agreement shall be in writing and may be served personally, by registered or recorded delivery mail, by facsimile transmission (confirmed by post) or by any other means which any party specifies by notice to the others.

15.2 Each party's address for the service of notice shall be his or its above mentioned address or such other address as he or it specifies by notice to the others.

15.3 Save for the provisions of termination as set out in clause 10 where actual notice shall be required, a notice shall be deemed to have been served if it was served in person, at the time of service,

if it was served by post, 48 hours after it was posted, and if it was served by facsimile transmission, at the time of transmission.

16 Proper law and jurisdiction

This agreement shall be governed by English law and the Consultant consents to the exclusive jurisdiction of the English courts in all matters regarding it except to the extent that the NNFCC invokes the jurisdiction of the courts of any other country.