

Standard Terms and Conditions of Purchase (Articles and Services) for Gamechangers Under the Technical Services Framework

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1. General: Interpretation

1.1 In these Conditions, the following definitions shall apply:

"Articles"	means all items, goods, articles and similar, including information and software, which the Supplier is required under the Contract to supply or in connection with which it is required under the Contract to carry out any Service;
"Background IPR"	means all IPR which exists prior to the Contract being effective or is created by either Party outside the Contract.
"Commencement Date"	means the date on which the Supplier commences the Services pursuant to the Contract;
"Commercially Sensitive Information"	means information comprising the information of a commercially sensitive nature relating to the Supplier, its IPR or its business or which the Supplier has indicated to NNL that, if disclosed by NNL, would cause the Supplier significant commercial disadvantage or material financial loss;
"Conditions"	means these terms and conditions as amended from time to time in accordance with their provisions;
"Contract"	means the contract entered into between the Parties which is comprised of these Conditions, the Purchase Order and (where relevant) the Special Conditions;
"Default"	means any breach of the obligations of the relevant Party under the Contract (including abandonment of the Contract in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement: <ul style="list-style-type: none"> (a) in the case of NNL, of its employees, servants, agents; or (b) in the case of the Supplier, of its Subcontractors or any Supplier Personnel; (c) in connection with or in relation to the subject-matter of the Contract and in respect of which such Party is liable to the other;
"EIRs"	means the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;
"Employment Liabilities"	means any costs, expenses, contributions, liabilities, claims, awards, demands, fines or penalties arising in connection with the contract of employment or alleged contract of employment of any Relevant Employee or in connection with the termination of any such contract or alleged contract together with any legal or professional costs and expenses arising in connection with the same;
"Error"	means any failure to execute the Services or provide the Articles in accordance with the Contract;
"FOIA"	means the Freedom of Information Act 2000, and any subordinate legislation made under the FOIA from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;
"Good Industry Practice"	means the exercise of the degree of skill, care, diligence, prudence and foresight which would reasonably (taking into account all the factors relating to the NNL Premises and/or SL Premises) and ordinarily be expected from a skilled and experienced contractor engaged (in any

European Union jurisdiction where there is experience of nuclear operations and/or decommissioning activities which have at least equivalent standards to those of the United Kingdom) in activities of a similar scope and complexity to those that are the subject of the Contract and under the same or similar circumstances, where such contractor is seeking to comply with contractual, legal and regulatory obligations which are analogous to those obligations which are incumbent on the Supplier;

"Group Company"

means any subsidiary or holding company of NNL or the Supplier or of another subsidiary or holding company of NNL or the Supplier, as subsidiary and holding company are understood within section 1159 Companies Act 2006, but on the basis that the holding of not less than one quarter of voting rights shall be deemed to satisfy the condition in section 1159(1)(a);

"Internal Procedures"

means all internal NNL company documentation (regardless of the manner in which it is held, stored or collated) which:

- (a) in the reasonable opinion of NNL, constitutes a mandatory internal guideline, standard, procedure or policy;
- (b) in the reasonable opinion of NNL, relates directly or indirectly to NNL's structure, operation and management; and
- (c) relates materially and directly to the and/or the manner in which NNL chooses to fulfil its contractual, legal and regulatory obligations.

"IPR"

means intellectual property including all inventions (whether patentable or not), design rights, database rights, copyright, semiconductor topography rights, unregistered trade and service marks, logos, get up and trade names and, in each case, the goodwill attaching to them, all patents, utility models, registered designs, registered copyrights, registered trade and service marks, domain names and any applications for registration and rights to grant of any of the foregoing, confidential information, know how, and any rights or forms of protection of a similar nature and having equivalent or similar effect to any of them which subsist anywhere in the world;

"Law"

means from time to time, any Act of Parliament or subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, any exercise of the Royal Prerogative, any enforceable community right within the meaning of section 2 of the European Communities Act 1972, any other applicable law, common law proclamation, bye-law, directive, decision, regulation, rule, notice or court ruling binding on the Parties directly or through precedent, international convention or Treaty ratified by the United Kingdom, all applicable laws, regulations, directives, orders, decisions or other rules having the force of law in the jurisdiction (including in relation to international waters) where the Supplier's obligations under the Contract are carried out and any United Kingdom government policy expressly binding on the Parties either particularly or as part of a class;

"Licensed Site"

means the licensed nuclear site (subject to, inter alia, a nuclear site licence as required by the Nuclear Installations Act 1965 as amended) at which the Supplier may be required to perform the Services;

"NDA"

means the Nuclear Decommissioning Authority established pursuant to the provisions of the Energy Act 2004 whose place of business is at Herdus House, Westlakes, Cumbria;

"NNL Equipment"	means plant, machinery or equipment belonging to NNL or any SL Equipment;
"NNL"	means National Nuclear Laboratory Limited with Company Number 03857752 whose registered office address is Chadwick House, Warrington Road, Birchwood Park, Warrington WA3 6AE;
"NNL's Premises"	means land or buildings (including temporary buildings) occupied pursuant to a lease or licence by NNL including those on a Licensed Site at which the Services and Articles or any part of the Services and Articles are performed or delivered;
"NNL's Procurement Representative"	means the person authorised to act on behalf of NNL on matters relating to the Contract from time to time. The matters will include, but not be limited to, the management of reviews, commercial issues, and the management of key performance indicators;
"Parties"	means the Supplier and NNL together and "Party" shall be interpreted accordingly;
"PCR"	means the Public Contracts Regulations 2015;
"Price"	means the price exclusive of Value Added Tax payable to the Supplier by NNL under the Contract for the full and proper performance by the Supplier of its part of the Contract as determined under the provisions of the Contract;
"Purchase Order"	means NNL's written order for Services and Articles which references these Conditions and any attachment thereto;
"Reckless Default"	means any Default of the Supplier or any of its agents or Subcontractors in circumstances where the relevant party: <ul style="list-style-type: none"> (a) intends to cause; or (b) was Reckless with regard to the occurrence, or potential occurrence of any serious damage, injury or other harm to person and/or property;
"Reckless"	means the Supplier or any of its agents or Subcontractors has a reckless disregard for the consequences of its actions in circumstances where it knows or should have known that those consequences would occur;
"Regulator"	means the Health and Safety Executive ("HSE"), Environment Agency ("EA"), Scottish Environment Protection Agency ("SEPA"), Office for Nuclear Regulation ("ONR") and other relevant regulatory bodies;
"Regulatory Default"	means: <ul style="list-style-type: none"> (a) a Default which causes SL and/or NNL to receive from a Regulator: <ul style="list-style-type: none"> (i) an improvement notice; (ii) a prohibition notice; (iii) withdrawal of an approval previously granted, which is necessary to maintain the Licensed Site; (iv) a material variation in the terms of any Licenced Site condition causing institutional reputational damage to SL or its shareholders; (v) a caution; and/or (vi) any request or instruction to remove the Supplier or any Supplier Personnel from the Licensed Site; or

	(b) a Regulator commences prosecution proceedings in connection any of the events set out in (a)(i) to (a)(vi) above;
"Regulatory Requirements"	means any legally enforceable requirement of any Regulator;
"Relevant Employee"	means any person who is or who has been employed or otherwise engaged in the provision, to any extent, of the Services or who alleges that they have been so employed or engaged at any time or who has been affected by the commencement or termination of the Contract or who alleges that they have been affected by the commencement or termination of the Contract whether employed by the Supplier or not including any contractors or Subcontractors;
"Requests for Information"	means a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIRs;
"Results"	all information, reports, records, drawings, designs, know-how, results, inventions, software and other IP created pursuant to the Contract;
"Services"	means the work and services to be performed, including any ancillary Articles or materials to be supplied, by the Supplier, more particularly identified in the Purchase Order and any documents referred to therein;
"SL"	means Sellafield Limited, company registration number 1002607 whose registered office is at Hinton House, Birchwood Park Avenue, Risley, Warrington, Cheshire WA3 6GR;
"SL Equipment"	means anything issued or otherwise furnished by SL including for the avoidance of doubt property which belongs to the NDA but which SL is licensed to use and/or permits free use to NNL.
"SL Premises"	means land or buildings (including temporary buildings) within the Licensed Site, excluding NNL Premises.
"Special Conditions"	means the special conditions (if any) referenced in the Purchase Order;
"Subcontract Procurement Plan"	means a plan issued by the Supplier in accordance with the Contract which details the Subcontractors whom the Supplier intends to use to provide the Services, either wholly or in part, providing no fewer details than the name and business address of the Subcontractor, the nature of the Services which they are to perform and Articles they are to Provide, the basis of the remuneration for such Subcontract, Services and Articles and the extent to which such the Subcontractor may not be prepared to accept like terms to those set out herein within its Subcontract;
"Subcontract"	means any contract or agreement between the Supplier (or a Subcontractor) and any third party whereby that third party agrees to provide to the Supplier (or the Subcontractor) all or any part of the Services or facilities or services which are material for the provision of the Services or any part thereof or necessary for the management, direction or control of the Services or any part thereof;
"Subcontractor"	means any third party with whom: <ul style="list-style-type: none"> (a) the Supplier enters into a Subcontract; or (b) a third party under (a) above enters into a Subcontract; or the servants or agents of that third party;
"Supplier Equipment"	means any equipment provided by or on behalf of the Supplier or its Subcontractors and used in the supply of the Services and/or Articles;

"Supplier"	means the person who by the Contract undertakes to supply the Articles and to render the Services to NNL in accordance with the Contract and, where the Supplier is an individual or a partnership, the expression shall include the personal representatives of that individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Supplier with the consent of NNL;
"Supplier's Personnel"	means employees of the Supplier and where relevant its subcontractors, save as expressly provided otherwise in the Contract. All expressions such as "employees" "workers", "personnel", "staff" etc. in the Contract shall be deemed to be included with the definition of "Supplier's Personnel";
"TUPE"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended);
"VAT"	means value added tax chargeable under the Value Added Tax Act 1994.
"Vitiating Insurance Liability"	means any cost or liability of the Supplier which is or ought to be insured under the NDA Insurances from time to time but in respect of which the NDA or NNL is either: <ul style="list-style-type: none"> (a) unable to recover under the relevant insurance as a result of any act or omission of the Supplier or its Subcontractors which renders the NDA Insurance void, voidable, unenforceable, suspended or impaired in whole or in part; or (b) required to repay to the insurer under the relevant NDA Insurance as a result of any act or omission of the Supplier or its Subcontractors.

- 1.2 References to Appendices are to the appendices of the Contract.
- 1.3 In the Contract: (a) references to a **"person"** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns; (b) the masculine includes the feminine; (c) the singular includes the plural, and vice versa; (d) the headings to these Conditions and the Appendices shall not affect the interpretation thereof; (e) a reference to **"writing"** or **"written"** includes email but not fax, (f) where the words **"include(s)"**, **"including"** or **"in particular"** are used in the Contract, they are deemed to have the words **"without limitation"** following them, and (g) where the context permits, the words **"other"** and **"otherwise"** are illustrative and shall not limit the sense of the words preceding them.
- 1.4 Any obligation in the Contract on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.
- 1.5 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.6 Condition and paragraph headings shall not affect the interpretation of these Conditions.
- 1.7 Any decision, act or thing which NNL is required or authorised to take or do under the Contract may be taken or done by any person authorised, either generally or specifically, by NNL to take or do that decision, act or thing.
2. **General: Application and Variation of Terms**
- 2.1 Subject to any variation made in compliance with Condition 2.3, the Contract is the only basis upon which NNL is prepared to deal with the Supplier to the entire exclusion of all other terms or conditions. For the avoidance of doubt, the Contract shall exclude all terms and conditions of trade of the Supplier and any third party and all documents, samples and similar not agreed by NNL.

2.2 No terms or conditions endorsed upon, delivered with or contained in the Supplier's (or any Subcontractor's) quotation, acknowledgement or acceptance of order, specification or similar document shall form part of the Contract and the Supplier waives any right which it otherwise might have to rely on such terms and conditions.

2.3 The Contract may be amended by the agreement of both Parties with such agreement recorded in writing by duly authorised representatives of both Parties in accordance with Condition 42.5.

3. **General: Purchase Orders**

3.1 Purchase Orders will be issued by NNL in respect of Services to be carried out and of Articles to be supplied. Purchase Orders shall (unless agreed otherwise in writing signed by NNL's duly authorised representative) be subject to these Conditions.

3.2 Any terms agreed by NNL and set out in the Purchase Order shall, to the extent that there is a conflict, take precedence over these Conditions and any other terms agreed by the Parties prior to the date of the Purchase Order.

3.3 The Supplier shall promptly sign and return the acknowledgment of order section relating to any Purchase Order issued by NNL. The Supplier agrees that if it does not respond to confirm or query the Contract within three (3) days from the date of issue, then the provisions of such Contract shall be deemed to apply between the Parties.

4. **General: Alterations**

4.1 NNL reserves the right to alter specifications, samples, patterns, plans, drawings or other documents from time to time. Such alterations shall take effect from the date and to the extent specified by NNL (after consultation, where appropriate, with the Supplier on the effect of such proposed alterations) and from that date onwards all Articles and Services shall be provided taking account of the said alterations.

4.2 Where any such alteration involves an alteration in the cost, delivery or lead time of Articles affected by the alterations described at Condition 4.1, such revision of the Price or of the time for delivery of those Articles shall be made as may be reasonably appropriate. Save as aforesaid, the Contract shall remain unaltered.

4.3 The Supplier shall be responsible for any discrepancies, Errors, or omissions in the drawings and other particulars furnished by it irrespective of whether reviewed or commented on by NNL. Any such "review" or "comments" by NNL from time to time shall, unless expressly indicated otherwise in writing, merely indicate the approval by NNL for the Supplier to proceed to the next stage of delivery and shall not be deemed to transfer any risk to NNL regarding the suitability or fitness for purpose of the relevant submitted materials.

5. **General: Health, Safety and Welfare**

5.1 In providing the Services or in fulfilling any obligation under the terms hereof the Supplier shall ensure compliance with both Good Industry Practice and all relevant statutory requirements, whether or not such requirements are binding upon NNL, and obtain all permits required by statute, rules, regulations, Licensed Site or other NNL site requirements.

5.2 The Supplier shall:

- (a) assure, and demonstrate to, NNL that it has adequate safety procedures to carry out the Services, particularly with reference to the requirements of Law and Licensed Site regulations;
- (b) assure and demonstrate to NNL that its employees possess adequate training and experience of the above procedures, and are aware of potential hazards;
- (c) notify NNL as soon as it becomes aware of any health and safety hazards or issues which arise in relation to the Services;
- (d) submit a copy of its company safety policy, together with the appropriate organogram showing assigned responsibilities; and
- (e) obtain the approval of NNL's safety department and NNL's relevant business unit prior to the appointment of any safety advisor.

6. General: Supplier's Responsibilities

Standard of performance

- 6.1 The Supplier shall:
- (a) perform its obligations under the Contract:
 - (i) in a safe, secure, efficient and cost effective manner;
 - (ii) in a transparent and co-operative manner;
 - (iii) in accordance with all relevant Internal Procedures;
 - (iv) in accordance with the provisions of the Appendix where applicable.
 - (a) ensure that a high level of skill, care and diligence is exercised when providing the Services and Articles and that the Services and Articles are provided in accordance with Good Industry Practice;
 - (b) ensure that the Services, Articles and any undertakings will conform with the terms of the Contract and all specifications and descriptions provided by the Supplier to, and accepted by, NNL;
 - (c) correct, at its own expense, all Errors, discrepancies or omissions arising from the documentation prepared by it or any Subcontractor (whether or not they have been approved by NNL), and all Errors, omissions or defects in the performance of the Services and provision of Articles (provided that such Errors, discrepancies or omissions do not arise from inaccurate information or particulars furnished to it either in writing by NNL, or as confirmed by agreed formal minutes of meetings between the Supplier and NNL).
- 6.2 The Supplier shall provide all vehicles, materials, consumables, labour, plant, tools and equipment necessary for the provision and completion of the Services and Articles in accordance with the terms and conditions hereof and any Special Conditions and it shall maintain all such materials, consumables, plant tools and equipment in good and serviceable condition. Such materials and consumables (until completion of the Services and Articles), plant, tools and equipment shall be entirely at the Supplier's risk and NNL shall have no liability for any loss or damage to any materials, consumables, plant, tools and equipment save to the extent that the Supplier is able to demonstrate that such loss or damage was caused or contributed to by the negligence or default of NNL. The Supplier shall make full provision for all transport and labour, etc. for delivering, unloading, handling into storage, handling into final position of any materials or equipment required to provide the Services and Articles.

Time for delivery

- 6.3 Subject to Condition 6.4 the time for delivery of the Services and Articles (including meeting interim deadlines and milestones) shall be as agreed, in writing, between NNL and the Supplier prior to the Purchase Order being placed (and subsequently managed through a change control to the Contract).
- 6.4 If the performance of the Services and Articles is delayed by reason of any act or default of NNL or any other circumstance which is beyond the reasonable control of the Supplier, the time for delivery shall be extended by such period as may be reasonable provided that:
- (a) the Supplier shall, immediately upon becoming aware that any such delay has been or is likely to be caused, give notice in writing to NNL specifying therein the circumstances causing or likely to cause the delay and the actual or estimated extent of the delay caused or likely to be caused thereby;
 - (b) the Supplier shall not be entitled to any extension of time if it could reasonably be expected to have foreseen at the date of the Contract that a delay would, or was likely to, occur;
 - (c) it shall be the duty of the Supplier at all times to use its best endeavours to prevent any delay being caused and to minimise any such delay as may be caused and to do all that may reasonably be required, to the satisfaction of NNL to effect performance of the Services and provision of Articles; and
 - (d) the Supplier shall not be entitled to an extension of time to the extent that such delay is attributable to any negligence, default or improper conduct on its part.

Staff and employees

- 6.5 The Supplier shall ensure that all Supplier Personnel and the personnel of its Subcontractors engaged in the provision of the Services and Articles are suitably qualified and experienced and carry out the Services and provide the Articles in accordance with the provisions of the Contract.
- 6.6 The Supplier shall, in respect of the provision of the Services, ensure that when it replaces any of its employees engaged in work under the Contract, the replacement has the necessary level of skills and experience which:
- (a) is at least broadly comparable to that of the employee that he or she is replacing; or
 - (b) if more appropriate depending on the relevant job position, matches the necessary skills and experience required for that job position.

Agreements with trade unions or other bodies representing employees

- 6.7 The Supplier shall:
- (a) comply with the terms of all agreements which the Supplier has entered into with trade unions or other bodies representing the employees of the Supplier which relate to those employees of the Supplier;
 - (b) so far as it is reasonably able, procure that any Subcontractor complies with the terms of all agreements which the Subcontractor has entered into with trade unions and other bodies representing the employees of the Subcontractor which relate to the employees of the Subcontractor.

7. General: Quality Management

- 7.1 The Supplier shall procure that all aspects of its performance of the Contract are the subject of proper quality management systems and in accordance with Good Industry Practice.
- 7.2 The Supplier's quality management systems shall be accredited to ISO 9001 standard or its internationally accepted equivalent. The Supplier shall maintain and ensure compliance with those quality management systems throughout the duration of the Contract.
- 7.3 The Supplier shall monitor, review and update its quality management systems from time to time as necessary to comply with Good Industry Practice and to ensure continued accreditation.
- 7.4 The Supplier shall submit any changes it considers necessary to its quality management systems to NNL for approval if such a change will affect (or is likely to affect) or will lead (or is likely to lead) to the loss of the Supplier's accreditation. NNL may withhold its consent to such a change if, in its reasonable opinion, the proposed change does not comply with:
- (a) internationally accepted quality management systems or Good Industry Practice at the time of the request; or
 - (b) any other obligations in relation to quality management systems placed on the Supplier under the Contract.
 - (c) When responding to any Supplier request for NNL's approval of changes to the Supplier's quality management systems, NNL shall:
 - (d) respond in writing and without unreasonable delay; and
 - (e) provide reasons for any determination that the Supplier's proposed changes to its quality management systems are unsuitable.

8. Services: Provision of Services

- 8.1 The Supplier shall be entitled to be paid only for such Services as shall be the subject of a Purchase Order placed pursuant to the provisions of Condition 0.
- 8.2 The Supplier shall obtain its own information on all matters affecting the execution of the Services and the prices tendered for the Services and accordingly shall be deemed to have satisfied itself as regards
- (a) the means of communication with NNL, (b) access to the Licensed Site, (c) the conditions under which the Services may be carried out, (d) the supply of, and conditions affecting labour, (e) anything issued

or otherwise furnished in connection with the Contract by NNL, (f) all the equipment, materials, consumables and plant (other than the property of NNL) to be used by the Supplier in the provision of the Services, and (g) the accuracy of any and all documents and information supplied to it by NNL.

8.3 The Supplier shall, within the Price:

- (a) attend meetings which NNL's Procurement Representative shall arrange (at mutually convenient times and places);
- (b) attend a formal Contract review with NNL's Procurement Representative which shall include a review of actual hours worked against those contracted for, to agree a reconciliation (if any) of the sums due or to be credited arising therefrom; and
- (c) furnish technical reports to NNL's Procurement Representative in such form as may be reasonably required by it reporting progress of the Services, at intervals to be decided by NNL's Procurement Representative; and
- (d) provide upon request, supply chain spend data (direct and indirect) with SME's.

8.4 As regards staffing matters, the Supplier shall:

- (a) maintain the agreed levels of staff (and no charge will be payable for the maintenance of such levels);
- (b) submit such particulars as NNL may require, including the proposed grade, in connection with the Supplier's Personnel allocated to work under the Contract and any subsequent replacements or additions, and the consent of NNL's Procurement Representative shall be required before engagement is effected;
- (c) not, without the prior consent in writing of NNL, allocate any person to work under the Contract who, during any part of the twelve months prior to the date of such proposed allocation, was employed by NNL on work which NNL considers was closely connected with the subject matter of the Contract; and
- (d) give NNL not less than twenty-one (21) days' written notice of the name and details of any former employee of NNL who it wishes to allocate to work under the Contract seeking NNL's approval and NNL shall endeavour to respond in writing within fourteen (14) days of such notice approving, or otherwise, the proposed allocation. If no response is forthcoming from NNL by the date of the proposed allocation the personnel shall not commence work under the Contract.

8.5 A decision by the Supplier to implement a promotion must be notified in advance in writing to NNL, enabling NNL to decide whether that member of the Supplier's Personnel shall continue to work under the Contract. Notification of the decision is to be confirmed in writing by NNL before any implementation by the Supplier. Notwithstanding this, any cost associated with promotions or general grade changes shall not pass onto NNL.

8.6 The Supplier shall carry out the Services as directed by, and to the satisfaction of, NNL's Procurement Representative who may request the Supplier to cease to employ in connection with the Contract any person whose continued employment in connection therewith is, in the sole discretion of NNL's Procurement Representative, undesirable.

9. **Services: Suspension**

9.1 Without prejudice to any other right under the Contract, including any rights of termination, NNL shall have the power to suspend the Services or any part thereof at any time by giving written notice to the Supplier.

9.2 If the Services, or any part thereof, are suspended by NNL, NNL will be responsible for any reasonable costs incurred by the Supplier (which shall not extend to (a) any loss of profit; or (b) any indirect, special or consequential losses) as a result of such suspension providing that the Supplier takes all immediate and reasonable steps to:

- (a) suspend all capital and recurring cost commitments;
- (b) suspend all contracts with Subcontractors on the best possible terms to NNL's satisfaction;

- (c) temporarily reduce labour and equipment costs as necessary through redeployment as appropriate to the satisfaction of NNL; and
 - (d) take all reasonable steps to mitigate the costs consequent upon the suspension.
- 9.3 Under Condition 9 the Supplier shall prepare and submit to NNL within twenty (20) Working Days of the date of issue of the notice to suspend the Services, a fully itemised and costed list of all reasonable losses incurred (or expected to be incurred) by the Supplier as a result of such suspension.
- 9.4 NNL shall not be liable to pay under the provisions of Condition 9.2 any sum which, when taken together with any sums paid or due or becoming due to the Supplier under the Contract, exceeds such total sum as would have been payable under the Contract if the Services, or any part thereof, had not been suspended and had been completed in accordance with the requirements of the Contract.
- 9.5 NNL may at any time within six (6) months of suspension require the resumption of the suspended Service, or part thereof, by notifying the Supplier in writing of the Services to be resumed and the effective date NNL requires the withdrawal of the suspension.
- 10. Services: Remedies**
- 10.1 Upon the Supplier suspecting that it may be unable to meet any completion or delivery date stipulated by (or agreed with) NNL's Procurement Representative it shall immediately advise NNL's Procurement Representative of the earliest date by which completion can be guaranteed.
- 10.2 Without prejudice to any other right or remedy which NNL may have (including pursuant to Condition 25), if any Services are not supplied in accordance with the Contract, including any agreed timescales, NNL shall be entitled to avail itself of any one or more of the following remedies at its discretion (without prejudice to any other rights it may have):
- (a) cancel the Purchase Order, in whole or in part, without liability to the Supplier;
 - (b) refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
 - (c) purchase substitute services from elsewhere;
 - (d) hold the Supplier accountable for any loss and additional costs incurred; and
 - (e) have all sums previously paid by NNL to the Supplier under the Contract refunded by the Supplier.
- 11. Articles: Quality and Description**
- 11.1 The Articles shall be of the best available design, of the best quality, materials and workmanship, be without fault and conform in all respects with the Purchase Order and any samples, patterns, specifications, plans, drawings or any other documents supplied or advised by NNL to the Supplier.
- 11.2 The Articles shall be manufactured in strict conformity with the descriptions, drawings and specifications issued in connection with the Contract and no variations shall be incorporated in the Articles unless prior authority in writing has been given by NNL's Procurement Representative. Except in so far as may otherwise be indicated by a sample, pattern, specification, plan, drawing or other document, the Articles shall be provided to a standard which meets or exceeds any relevant national or international quality standards or specification applicable at the date of the relevant Purchase Order, or otherwise shall be to the satisfaction of NNL.
- 11.3 Unless otherwise provided by the Contract, all containers (including packing cases, boxes, tins, drums and wrappings) supplied by the Supplier shall be considered as non-returnable, and their cost as having been included in the Price.
- 11.4 NNL's rights under these Conditions are in addition to the statutory conditions implied in favour of NNL by the Sale of Goods Act 1979 or equivalent.
- 11.5 If any of the Articles fail to comply with the provisions set out in Condition 11 NNL shall be entitled to avail itself of any one or more remedies listed in Condition 16.

12. Articles: Acceptance

- 12.1 Acceptance of an Article shall take place when NNL confirms acceptance of the Article in accordance with the procedure specified in the Contract or, if none is so specified, then NNL shall be deemed to have accepted an Article without prejudice to any other remedies, when any of the following events has occurred:
- (a) NNL has taken the Article into use and satisfactorily utilised all aspects of the Article;
 - (b) NNL has not exercised its right of rejection of the Article under Condition 16.1(b) within any period specified for that purpose in the Contract; or
 - (c) there being no period for exercising the right of rejection specified in the Contract, a reasonable time has elapsed since delivery of the Articles was effected in accordance with Condition 14.7 taking into account all relevant circumstances.
- 12.2 If an Article, or any part thereof, is not accepted by NNL then the Supplier shall, if so required by NNL, break down into scrap to the satisfaction of NNL such parts so that their design and function shall be unrecognisable.

13. Articles: Ownership and Risk

- 13.1 Subject to the following provisions of Condition 13:
- (a) each Article as it is constructed together with its component parts and equipment so far as incorporated therein; and
 - (b) all materials and other things whatsoever which the Supplier shall acquire or allocate for incorporation in any of the Articles,
 - (c) shall vest in and become the absolute property of NNL, as from the earlier of payment for or acceptance of the same.
- 13.2 The Supplier if so required by the Contract shall at its own expense mark, or permit NNL's Procurement Representative to mark, all approved materials, Articles or parts thereof with such marks as NNL may choose. In the case of materials, Articles or parts thereof which cannot be so marked, the same shall, if required by NNL's Procurement, be packed in suitable packages or cases, each of which shall be sealed and shall have such mark as NNL may choose placed on the seals. NNL's ownership shall be noted in any of the Supplier's relevant books and records and in such other manner as NNL may direct.
- 13.3 Neither the Supplier, nor its Subcontractors, nor any other person shall have a lien on any Article, materials or things which have vested in NNL under Condition 13.1 for any sum due to the Supplier, its Subcontractors or other person, and the Supplier shall take all such steps as may be reasonably necessary to ensure that the title of NNL, and the exclusion of any such lien, are brought to the notice of all Subcontractors and other persons dealing with any such Articles, materials or things.
- 13.4 In the event of the termination of the Contract by NNL, any Article which has not been accepted by NNL, and any materials or things which have not been incorporated in an Article which has been accepted, shall re-vest in the Supplier on the expiration of twenty-eight (28) days from the date on which such determination takes effect unless NNL shall have given the Supplier (before the expiration of such period) notice that NNL elects to retain the property in such Article, materials or things.
- (a) The Supplier shall hand over to NNL any Article, materials or things the property in which NNL has elected to retain under Condition 13.4, and if it shall fail to do so NNL may enter any premises of the Supplier and remove such Article, materials or things and recover the cost of so doing from the Supplier.
 - (i) NNL shall pay a fair and reasonable price for any Article, materials or things the property in which NNL has elected to retain under Condition 13.4 and which are handed over to it by the Supplier or otherwise come into its possession.
 - (ii) Where any Article, materials or things in the possession or control of NNL and in the United Kingdom have re-vested in the Supplier in accordance with Condition 13.4 the Supplier shall bear the expense of resuming possession and control of them, from the

place of delivery as specified in the Contract, and if they are on any of NNL's Premises it shall remove them from such premises within fourteen (14) days of their re-vesting.

14. Articles: Delivery

- 14.1 Save as permitted pursuant to Condition 14.10, time for delivery shall be as agreed, in writing, between NNL and the Supplier prior to the Purchase Order being placed (and subsequently managed through a change control to the Contract).
- 14.2 The Supplier shall hand over the Articles to NNL, or the notified agent of NNL, at the time or times and at the place or places and in the manner specified in the Purchase Order or as otherwise stipulated by NNL.
- 14.3 The Supplier shall ensure that each delivery is accompanied by a delivery note which shows, among other things, the Purchase Order number, date of Purchase Order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered.
- 14.4 Unless otherwise stipulated by NNL in the Purchase Order, deliveries shall only be accepted by NNL within the normal business hours of the place of delivery.
- 14.5 When handing over the Articles in accordance with Condition 14, the Supplier shall:
- (a) ensure that the Articles are properly packed and secured as may be stipulated in the Contract; and
 - (b) comply with any additional instructions which from time to time NNL may give with regard to the transportation of the Articles, provided that any extra cost necessarily incurred in so doing shall be borne by NNL as an addition to the Price.
- 14.6 When the Purchase Order, Contract or any order issued by NNL, specifies that the Articles shall be handed over ex-works or despatched in accordance with other recognised trade terms the Supplier shall hand over or despatch the Articles accordingly, consigning them to such destinations as NNL may require.
- 14.7 When the Articles are handed over in accordance with Condition 14.2, delivery of the Articles shall occur on their being so handed over. When the Articles are handed over or despatched in accordance with Condition 14.6, delivery of the Articles shall occur on their going into the possession of NNL or its agent.
- 14.8 Unless the Contract specifically otherwise provides, and subject to the provisions of Condition 12 when applicable, the property in the Articles passes from the Supplier to NNL upon delivery in accordance with Condition 14.7.
- 14.9 When, after delivery an Article is rejected under Condition 16.1(b) that Article shall for the purposes of the Contract be considered as not having been delivered under the Contract and the property in that Article shall return to the Supplier provided that this Condition 14.9 shall have effect only when the Supplier has received notice of rejection from NNL.
- 14.10 If delivery of the Articles is delayed by reason of any act or default of NNL or any other circumstance which is beyond the reasonable control of the Supplier, the time for delivery shall be extended by such period as may be reasonable PROVIDED THAT:
- (a) the Supplier shall, immediately upon becoming aware that any such delay has been or is likely to be caused, give notice in writing to NNL specifying therein the circumstances causing or likely to cause the delay and the actual or estimated extent of the delay caused or likely to be caused thereby;
 - (b) the Supplier shall not be entitled to any extension of time if it could reasonably be expected to have foreseen at the date of the Contract that a delay would, or was likely to, occur;
 - (c) it shall be the duty of the Supplier at all times to use its best endeavours to prevent any delay being caused and to minimise any such delay as may be caused and to do all that may reasonably be required, to the satisfaction of NNL to effect delivery of the Articles; and
 - (d) the Supplier shall not be entitled to an extension of time to the extent that such delay is attributable to any negligence, default or improper conduct on its part.

15. Articles: Loss of or Damage to the Articles, etc.

- 15.1 The Articles shall remain at the risk of the Supplier along with any materials, equipment, fittings or things acquired or allocated by it for incorporation therein until delivery has been effected in accordance with Condition 14 and the Supplier shall make good any loss of or damage to the Articles or any such materials, equipment, fittings or things however occasioned which may occur before such delivery.
- 15.2 The provisions of Condition 15.1 shall apply notwithstanding that the Articles concerned may have been inspected, vested or that ownership may have passed under the Contract.
- 15.3 Unless the Contract specifically otherwise provides, the Supplier is not responsible for the Articles after delivery unless, and to the extent, rejected by NNL.

16. Articles: Remedies

- 16.1 Without prejudice to any other right or remedy which NNL may have (including pursuant to Condition 25), if any Articles are not supplied in accordance with, or the Supplier fails to comply with any of the terms of the Contract, NNL shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Articles have been accepted by NNL:
- (a) to rescind the Purchase Order;
 - (b) to reject the Articles (in whole or in part) and return them to the Supplier, at the risk and cost of the Supplier, on the basis that a full refund for the Articles so returned shall be paid forthwith by the Supplier;
 - (c) at NNL's sole discretion, to give the Supplier the opportunity, at the Supplier's expense, either to remedy any defect in the Articles or to supply replacement Articles and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
 - (d) to replace all or any of the Articles by purchasing or manufacturing other Articles of the same or similar description, or by allocating other Articles of the same or similar description in the possession or control of NNL to the purposes for which the Articles replaced are required (and there shall be recoverable from the Supplier the amount by which the aggregate of the cost of replacing Articles in this manner exceeds the amount which would have been payable to the Supplier in respect of all the Articles so replaced if they had been delivered in accordance with the Contract (PROVIDED THAT NNL will not seek to make such recovery in cases where the delay in executing the Contract is due to causes outside the Supplier's control));
 - (e) to refuse to accept any further deliveries of the Articles (and NNL shall have no liability towards the Supplier as a result of such refusal);
 - (f) to carry out at the Supplier's expense any work necessary to make the Articles comply with the Contract; or
 - (g) to claim such damages as may have been sustained in consequence of the Supplier's breach or breaches of the Contract.
- 16.2 The acceptance by NNL of an Article or any part thereof which is subsequently discovered not to conform in every respect to the requirements of the Contract shall not constitute an obligation on the part of NNL to accept further similar Articles.
- 16.3 When under Condition 16.1(b) NNL rejects any Article or consignment after delivery, the Supplier shall, subject to the provisions of Condition 16.5, at its own expense remove each and every rejected Article (which shall re-vest in the Supplier upon the giving of such notice) and shall do so within such period as is provided by the Contract, or if the Contract makes no such provision, within seven (7) days from receipt of notification of rejection. Any payment made by NNL in respect of the rejected Articles shall be promptly re-paid by the Supplier.
- 16.4 If the Supplier shall fail to remove the Articles or any of them in accordance with Condition 16.5, NNL may return the rejected Articles or any of them to the Supplier, at the Supplier's risk, and the full cost of carriage shall be recoverable from the Supplier.
- 16.5 If the Supplier considers itself aggrieved by a rejection under Condition 16.1(b), it may give NNL notice of objection. To be effective, such notice shall be given within seven (7) days of its receipt of notification

of rejection and before removing the rejected Articles from NNL. The objection shall constitute a dispute between the Parties which if not otherwise resolved between the Parties within a reasonable time shall be dealt with in accordance with Condition 46. If the Supplier gives notice of objection the Articles shall not be removed until NNL directs.

- 16.6 If any of the Articles, whether completed or in course of production, is rejected on inspection by NNL the same shall, if NNL so requires, be marked in such a manner satisfactory to NNL as to ensure its subsequent identification as a rejected Article.

17. **General: Warranties**

The Supplier shall use reasonable endeavours to pass on to NNL and SL the benefit of all warranties provided by it, third parties or any Subcontractor in respect of the Services or any Article provided;

18. **General: Issued NNL Equipment**

- 18.1 NNL Equipment issued and/or loaned to the Supplier shall only be used in the execution of the Contract and for no other purpose whatsoever save with the prior written approval of NNL's Procurement Representative.

- 18.2 NNL Equipment shall be kept safe, secure and in the same condition it was received by the Supplier (save for fair wear and tear).

- 18.3 If in the course of performing the Services any NNL Equipment is removed from NNL's Premises and held in the care and possession of the Supplier or any Subcontractor appointed by the Supplier, then the NNL Equipment must be held solely for the purposes of the Contract and shall not be within the ownership or disposition of the Supplier or its Subcontractor. The Supplier must ensure that no lien, charge or other security interest is created over any NNL Equipment while in its possession or otherwise under its control.

- 18.4 The Supplier is fully responsible for the protection and care of NNL Equipment whilst in its or its Subcontractor's care until the date of return delivery to NNL's Premises. All losses of or damage to any NNL Equipment prior to delivery to NNL's Premises shall promptly be made good by and at the sole cost of the Supplier.

19. **General: NNL's Premises**

- 19.1 The Supplier's attention is drawn to the fact that the provisions of the Official Secrets Acts 1911 to 1989 and the Nuclear Installations Acts 1965 and 1969 ("**the Acts**" for the purposes of Condition 19) require that access to NNL's Premises and/or SL Premises will only be granted to those issued with an appropriate site pass ("**the Pass**") and only for the purposes of the work for which that person is engaged.

- 19.2 The Parties hereby acknowledge that a Pass is issued on condition that the Supplier and the Supplier's Personnel shall comply with any conditions attaching to that Pass and all notices, instructions and conditions relating to such of NNL's Premises and/or SL Premises to which the Pass provides access to.

- 19.3 The Supplier will only supply NNL with personnel who have the right to work in the UK and, in particular, the Supplier shall comply with the Immigration Asylum and Nationality Act 2006 and other relevant UK legislation as well as any regulations or relevant codes of practice imposed on NNL by ONR, and which are notified to the Supplier by NNL.

- 19.4 The Supplier recognises that NNL is subject to regulation by ONR and that the nationality of the Supplier's Personnel may be subject to ONR approval. In such cases, the Supplier recognises that NNL's decision as to whether Supplier Personnel are admitted to any of NNL's Premises shall be final and conclusive.

- 19.5 The Parties acknowledge that it is a criminal offence under the Acts to gain or attempt to gain unauthorised access to the Licensed Site and any unauthorised retention of Licensed Site passes will be reported to the Civil Nuclear Constabulary for them to action as appropriate.

- 19.6 The Supplier shall not at any time take any photographs of any of NNL's Premises and/or SL Premises or of the Services or of any part thereof and shall take all reasonable steps to ensure that no such photograph shall at any time be taken or published or otherwise circulated by any member of the Supplier's Personnel, unless the Supplier or such person shall first have obtained the permission in writing of NNL's Procurement Representative.

- 19.7 The Supplier shall, where required by the terms of the Pass (whether such Pass is full, escorted or otherwise), require its staff to submit themselves for an annual medical examination (as required by the Ionising Radiation Regulations 1999) at the Supplier's expense, and the necessary radiological protection courses at the Supplier's expense for the Supplier's Personnel whose duties involve work within a radiological controlled or supervised area at a Licensed Site.
- 19.8 The decision of NNL as to whether any person is to be admitted to any of NNL's Premises and/or SL Premises, and as to whether the Supplier has furnished the information or taken the steps required of it by Condition 19, shall be final and conclusive. If NNL gives the Supplier notice that any of the Supplier's Personnel is not to be admitted to any of NNL's Premises and/or SL Premises the Supplier shall use its best endeavours to prevent them being admitted. If any of the Supplier's Personnel fail to obtain the necessary security clearance, the Supplier shall nominate such other person(s) as may be required as a replacement to be approved by NNL. It is the Supplier's responsibility to ensure that sufficient personnel obtain the security clearance necessary to enable the Supplier to fully discharge its obligations under the Contract. If the Supplier is unable to do so within a reasonable time then NNL may, without liability, immediately terminate the Contract by written notice.
- 19.9 Where the Services are to be performed on NNL's Premises and/or SL Premises:
- (a) such access to NNL Premises and/or SL Premises shall be:
 - (i) limited to those areas of the NNL Premises and/or SL Premises identified by NNL and/or SL to the Supplier;
 - (ii) granted solely to enable the Supplier to perform the relevant Services;
 - (iii) at the entire discretion of NNL and/or SL as applicable;
 - (iv) non-exclusive in nature;
 - (v) revocable at will by NNL and/or SL as applicable;
 - (vi) shared with NNL and/or SL, other contractors and their subcontractors, and any other party authorised by NNL and/or SL as applicable from time to time; and
 - (b) ownership of all such NNL Premises and/or SL Premises shall remain solely with NNL and/or SL as may be the case;
 - (c) the Supplier shall have use of such NNL Premises and/or SL Premises as licensee only and shall vacate the same on completion, or earlier termination, of the relevant Services for which access was granted by NNL and/or SL as the case may be, or otherwise at NNL's and/or SL's discretion as applicable;
 - (d) where the relevant Services require the consumption of SL and/or NNL equipment, materials, utilities, consumables or resources, the Supplier shall ensure that economy is exercised to minimise the cost incurred to NNL and/or SL as applicable.
 - (e) without prejudice to the provisions of Condition 19.8, the Supplier shall keep NNL's Procurement Representative informed as to the names and details of those engaged upon the Services and inform NNL forthwith of any employee who ceases to be engaged on the Services;
 - (f) immediately after cessation of the Services or other work on NNL's Premises by a member of the Supplier's Personnel shall return any Pass to NNL;
 - (g) NNL will grant to the Supplier reasonable right of access. However, the Supplier shall not use any of NNL's Premises and/or SL Premises for any purpose or activity other than the provision of the Services without NNL's prior approval and the Supplier undertakes that it shall vacate the same on completion, or earlier termination, of the Services (including the removal of any equipment and materials associated with the Contract); and
 - (h) the Supplier shall take all reasonable measures and precautions necessary to take care of NNL's Premises and/or SL Premises and the areas in which the Services are being executed.
 - (i) the Supplier hereby acknowledges and agrees that as an absolute condition of the Contract it shall not permit, acquiesce to or otherwise encourage the placing of any placards or signage; or permit, acquiesce to or otherwise encourage any of its Subcontractors or agents to place any

placards or signage, whether such placards or signage refers (directly or indirectly) to the Supplier (or Subcontractors' or agents') organisation, Supplier Group Company or otherwise, on or at NNL Premises and/or SL Premises.

19.10 The Supplier shall bear the cost of complying with Condition 19. In the event of the Supplier's failure to return the Pass to the NNL in accordance with Condition 19.9(f) the Supplier shall be liable to NNL to pay the sum of £200 per month, or such sum as shall be notified by the Licensed Site holder to NNL whichever shall be the higher, for each month or part thereof for each Pass that has not been returned. Such sum shall be payable as a debt and reflects a genuine pre-estimate of the Parties of the cost to NNL in seeking return of the Pass and is not a penalty.

19.11 Where the Services require the consumption of NNL's resources, the Supplier shall take all reasonable steps to minimise the usage of such resources wherever practicable to do so.

20. **General: Supplier Equipment**

20.1 The Supplier shall:

- (a) source such Supplier Equipment as is required to enable the Articles and Services to be provided within the terms of the Contract and such provision is contemplated within the Price;
- (b) maintain the Supplier Equipment in good order;
- (c) on NNL's request, promptly allow NNL to inspect the Supplier Equipment;
- (d) use the Supplier Equipment exclusively for the provision of the Articles or the Services (as applicable); and
- (e) retain the Supplier Equipment safely and securely until receiving such written instructions for its disposal as may be given by NNL.

20.2 The Supplier shall and shall procure that its Subcontractors shall label any and all Supplier Equipment or any items used at or brought onto NNL Premises and/or SL Premises in connection with the performance of the Contract with a clear statement that such Supplier Equipment is owned or leased by the Supplier or its Subcontractor (as appropriate) notwithstanding any vesting provisions contained in the Contract. The Supplier shall produce and maintain an up to date register, available for inspection at NNL Premises by NNL of all such Supplier and Subcontractor Supplier Equipment and such register shall:

- (a) include particulars of any additions or alterations to the Supplier Equipment;
- (b) note NNL's interests in the Supplier Equipment (where requested by NNL);
- (c) record any transfer of the Supplier Equipment, giving full details of the transferee; and
- (d) be available at all reasonable times for inspection by NNL and its duly appointed auditor, who shall each be entitled to call for the prompt supply of a copy of the register.

20.3 Such register shall take formal effect for these purposes once signed on behalf of both Parties and shall only be deemed to have been duly updated upon the signature by both Parties of the updated version.

20.4 NNL reserves the right to require the Supplier to deliver the Supplier Equipment to such person and place as may be named by NNL, without further payment except in respect of such charges for packing and carriage (providing such charges are agreed in advance by NNL). On making such delivery the Supplier's liability in respect of the Supplier Equipment's maintenance will be terminated. This Condition 20.4 shall not, however, entitle NNL to require the Supplier to surrender the Supplier Equipment, to the prejudice of incomplete orders held by the Supplier for NNL.

21. **General: Inspection and Records Audit**

21.1 At any time prior to delivery of the Articles to NNL, NNL shall have the right to inspect and test the Articles and to satisfy itself that the Supplier is sufficiently equipped and capable of providing the Articles and Services in accordance with the Contract. The Supplier shall ensure, and where required shall procure from any relevant third parties, that such inspection can be made at all relevant places. Any such inspection shall not relieve the Supplier of any obligations under the Contract.

- 21.2 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services and Articles in such form as NNL shall approve. The Supplier shall allow NNL to inspect such records at all reasonable times on request.
- 21.3 The Supplier shall and shall procure that its Subcontractors and any relevant third party shall grant access to NNL and SL to any relevant Subcontractor or other such third party premises which are used in the performance of the Services and Articles for the purpose of inspecting the relevant premises or the Services and Articles being provided at such premises, subject to NNL providing reasonable notice of any such inspection and agreeing to comply with any relevant health, safety and security requirements of the relevant premises.
- 21.4 The Supplier agrees to allow sufficient access to its personnel, offices, documentation and files upon reasonable notice to enable NNL and SL to carry out such audits as are provided for by Condition 21.3. The Supplier and its employees will provide all reasonable assistance to NNL and SL or its nominee in the conduct of such audits.
- 22. General: Retention of Information**
- 22.1 During the continuance of the Contract and for a period of not less than seven (7) years after the completion of the Contract, the Supplier shall maintain at its premises the drawings, specifications and manufacturing data relating to the work performed under the Contract (to the extent not passed to NNL).
- 22.2 NNL reserves the right to demand from the Supplier, as and when required, a complete set of drawings (in any format), including shop drawings if a requirement therefore is specified in the Contract, of the design or designs as accepted. Such drawings shall be fully dimensioned, shall state the permissible manufacturing tolerances, material, finish, etc., for each part and shall be supplied within a reasonable period from the date of demand. NNL may specify that such drawings be passed in digital format and in these circumstances they shall be passed in an industry standard format and on standard media. Where NNL notifies its need for drawings after issuing its Purchase Order, a fair and reasonable price will be paid for the drawings supplied after they have been delivered to and accepted by NNL, based on the actual work involved in the preparation of the drawings (if any). The drawings, if demanded, shall be to the reasonable satisfaction of NNL.
- 23. General: Pricing**
- 23.1 NNL shall pay to the Supplier, in addition to the Price, a sum equal to the VAT properly chargeable on the value of the supply of Articles and Services provided in accordance with the Contract upon the receipt of a VAT invoice.
- 23.2 When the value of the work on any Purchase Order, issued on a reimbursable price basis approaches 70% of the annual liability of that Purchase Order or NNL's financial year ending 31 March, the Supplier shall immediately inform NNL's Procurement Representative (copying in NNL's Head of Procurement) in writing.
- 23.3 Subject to Condition 23.1, NNL shall not be liable to pay the Supplier any amount in excess of that detailed in the relevant Purchase Order(s). No sum in excess of those amounts shall be chargeable to the Contract without the prior written approval of NNL.
- 23.4 In circumstances whereby the Supplier's Personnel are required to work on NNL's Premises, invoices shall be accompanied by original time sheets signed by NNL's Procurement Representative.
- 23.5 Any rates shall be fixed for the duration of the Contract.
- 23.6 In the event of the Supplier's Personnel being requested by NNL's Procurement Representative to undertake a visit on behalf of NNL outwith the original scope of the Services, NNL will issue a Purchase Order therefore and travelling and subsistence expenses will be reimbursed to the Supplier in accordance with NNL's standard supplier rates (unless otherwise agreed in writing). NNL reserves the right to require the use of the most economic form of transport, which may involve the use of public transport. Where expenses are paid, the Supplier shall ensure a claim is only included to the extent it exceeds (as regards time and distance) the Supplier's Personnel's usual commuting time and distance. The Supplier shall render its invoices in accordance with Condition 24 together with a copy of all travel and subsistence expenses claims detailing the expenses incurred.

24. General: Payment

- 24.1 Invoices in respect of any of the Articles and Services shall be rendered at the time and in the manner specified by NNL in the Purchase Order. Invoices which do not quote the Contract number or fail to show other information requested to facilitate payment will be returned to the Supplier without payment action.
- 24.2 The Supplier shall submit a valid invoice to NNL for payment within six (6) months of the completion of the Services or delivery of the Articles ("**Payment Period**"). The Supplier recognises that NNL operates its accounts on an annual budget and acknowledges that funding may not be available if the Supplier submits its invoice outside the Payment Period.
- 24.3 Subject to the Supplier's compliance with the Contract, the Supplier's validly presented invoices will be paid on the terms set out in the Purchase Order or if no such terms, invoices shall be paid within thirty (30) days of verifying that the relevant invoice is valid and undisputed and includes a valid purchase order number. NNL shall consider and verify (if applicable) all invoices submitted by the Supplier in a timely fashion. Where an invoice cannot be verified, NNL shall communicate the reason for such failure in a timely fashion.
- 24.4 In the event that a sum which is properly due to the Supplier in accordance with the provisions of Condition 24 is not paid within the agreed payment terms, the Supplier shall be entitled to simple interest thereon payable from the date the sum became due until payment is duly effected at the rate of 3% above the then prevailing base rate of National Westminster Bank Plc.
- 24.5 NNL may at any time or times, without notice to the Supplier, set off any liability of the Supplier to NNL against any liability of NNL to the Supplier, whether any such liability is present or future (whensoever arising), liquidated or unliquidated, and whether under the Contract or not. Any exercise by NNL of its rights under Condition 24 shall be without prejudice to any other rights or remedies available to it under the Contract or otherwise.

25. General: Termination

- 25.1 NNL shall have the right at any time and for any reason to terminate the Contract in whole or in part by giving the Supplier written notice whereupon all work on the Contract shall be discontinued and NNL shall pay to the Supplier fair and reasonable compensation for work-in-progress at the time of termination but such compensation shall not include (a) loss of anticipated profits or (b) any consequential, special or indirect loss.
- 25.2 Without prejudice to any other rights or remedies of NNL, including pursuant to Condition 25.1, NNL shall be entitled to immediately terminate the Contract without liability on giving written notice in the event that the Supplier or any of its agents or Subcontractors:
- (a) Commits a Regulatory Default or a Reckless Default in performance of the Services.
 - (b) commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within twenty-one (21) days of the Supplier being notified in writing of the breach;
 - (c) repeatedly breaches terms of the Contract in such a manner as to reasonably justify NNL's opinion that the Supplier's conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract; or
 - (d) undergoes a change of control (within the meaning of section 1124 of the Corporation Tax Act 2010).
- 25.3 Where NNL has determined the Contract under Condition 25.2, it shall have the right to enter into a contract or contracts with another supplier or suppliers for the execution and completion of the Contract and to recover from the Supplier the cost paid by NNL for the work (or part thereof) which has not been satisfactorily remedied in accordance with Condition 25.2.
- 25.4 NNL shall have the right at any time by giving notice in writing to the Supplier to terminate the Contract forthwith without compensation if:
- (a) any distress, execution or other process is levied upon any of the assets of the Supplier;

- (b) the Supplier has a bankruptcy order made against it or makes an arrangement or composition with its creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, 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 Supplier or notice of intention to appoint an administrator is given by the Supplier 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 Supplier or for the granting of an administration order in respect of the Supplier, or any proceedings are commenced relating to the insolvency or possible insolvency of the Supplier;
 - (c) the Supplier ceases or threatens to cease to carry on its business; or
 - (d) the financial position of the Supplier deteriorates to such an extent that in the reasonable opinion of NNL the capability of the Supplier adequately to fulfil its obligations under the Contract has been placed in jeopardy.
- 25.5 Without prejudice to any other rights or remedies of NNL, including pursuant to Condition 25.1, NNL shall be entitled to immediately terminate the Contract without liability on giving written notice:
- (a) if the Contract should not have been entered into in view of a serious infringement of obligations under European Law declared by the Court of Justice of the European Union under Article 258 of the Treaty on the Functioning of the EU;
 - (b) if the Supplier has, at the time of contract award in respect of the Contract, been in one of the situations referred to in regulation 57(1) of the PCR, including as a result of the application of regulation 57(2) of the PCR, and should therefore have been excluded from the procurement procedure in respect of the Contract; or
 - (c) if the Contract has been substantially amended to the extent that the PCR requires a new procurement procedure.
- 25.6 The termination of the Contract, however arising, shall be without prejudice to the rights and duties of NNL accrued prior to termination. The conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.
- 25.7 Those provisions of the Contract which by their nature or implication (including in respect of any accrued rights and liabilities) are required to survive the termination or expiry of the Contract shall survive and continue in full force and effect along with any other provisions of the Contract necessary to give effect to them notwithstanding such termination or expiry and shall not be affected nor prejudiced by the completion of all or any of the Services.
- 25.8 On termination of the Contract for any reason, the Supplier shall immediately deliver to NNL:
- (a) all copies of information and data provided by NNL to the Supplier for the purposes of the Contract. The Supplier shall certify to NNL that it has not retained any copies of such information or data, except for one copy which the Supplier may use for audit purposes only and subject to the confidentiality obligations in Condition 38;
 - (b) Not Used; and
 - (c) any NNL Property and/or SL Equipment which is in the Supplier's custody.
- 25.9 If the Supplier fails to fulfil its obligations under Condition 25.8, then NNL may enter the Supplier's premises and take possession of any items which should have been returned under it. Until they have been returned or repossessed, the Supplier shall be solely responsible for their safe keeping.

26. General: Liability

- 26.1 Notwithstanding anything else in the Contract, which includes these Conditions, neither Party excludes or limits its liability (a) for personal injury or death arising from its negligence; (b) for fraud nor fraudulent misrepresentation; or (c) to the extent such limitation or exclusion is not permitted by law.
- 26.2 NNL accepts no responsibility for any use that may be made of any work carried out under or pursuant to this Contract, or the results of the Project, nor for any reliance that may be placed on such work or results, nor for advice or information given in connection to them. Subject to the provisions of Condition 26.5, the Supplier shall be liable for and shall satisfy all claims relating to:
- (a) the death or injury of any servant of NNL (including any payment made under any statute, warrant, order, scheme, regulation, condition of service or other arrangement applicable to a servant of NNL making provision for continuance of pay or the payment of sick pay, or any allowance to or for the benefit of the servants of NNL or their families or dependants during or in respect of death, sickness, injury or disablement suffered by such servants);
 - (b) the loss or damage to the property of any servant of NNL; and
 - (c) the reinstatement or making good to the satisfaction of NNL, or (at the option of NNL) the payment of compensation to NNL, for any loss of or damage to any property of NNL,
- arising out of or in any way in connection with the performance of the Supplier's obligations under the Contract provided always that:
- (a) the Supplier shall incur no liability under this Condition 26.2 if it is able to show that such death, injury, loss or damage was not attributable to the neglect or default of itself, its servants, agents, Subcontractors or the servants of any such Subcontractors; and
 - (b) nothing in this Condition 26.2 shall relieve the Supplier of any liability to NNL arising elsewhere in the Contract.
- 26.3 The Supplier shall indemnify NNL in respect of all claims for death or injury to persons or loss of or damage to property arising out of or in any way in connection with the execution or purported execution of the Contract and caused otherwise than by the negligence of NNL, their servants or agents.
- 26.4 The expressions "**servant of NNL**" and "**servants of NNL**" include persons who are servants of NNL at the time when a personal injury or loss of property to which Condition 26 applies occurs, notwithstanding that they cease to be such before any payment in respect of the personal injury or loss of property is made, and where they have ceased to be such by reason of their deaths, include their personal representatives.
- 26.5 Subject to Condition 26.1, neither Party shall be liable to the other in respect of:
- (a) any pure economic loss, loss of profits, loss of business, depletion of goodwill or any similar loss; nor
 - (b) any indirect, special or consequential loss costs, damages, charges or expenses ("**Losses**"),
 - (c) whether caused directly or indirectly by virtue of any tort (including negligence), breach of contract, breach of statutory or regulatory duty or howsoever caused or arising.
- 26.6 Subject to Condition 26.1, with the exception of NNL's liability to make payment in accordance with Condition 23, NNL's maximum liability to the Supplier for all and any sums which are or may become due from NNL to the Supplier (including pursuant to any indemnity) and for all and any claims arising out of or in any way connected with the Contract, whether in tort (including negligence), for breach of contract, for breach of statutory or regulatory duty or howsoever caused or arising, shall not in any event exceed a sum equal to the value of the Contract at the date the Supplier became aware (or should have reasonably become aware) of its claim (being the aggregate value of Purchase Orders raised pursuant to the Contract at that time).
- 26.7 Subject to Condition 26.1, the Supplier's maximum liability to NNL for all and any sums which are or may become due from the Supplier to NNL (including pursuant to any indemnity) and for all and any claims arising out of or in any way connected with the Contract, whether in tort (including negligence), for breach

of contract, for breach of statutory or regulatory duty or howsoever caused or arising, shall not in any event exceed three times the value of the Contract or £50,000.00 (whichever is the higher value).

26.8 Nothing in the Contract shall amount to an agreement by NNL or any NNL Group Company to incur liability under s12 (3A) of the Nuclear Installations Act 1965 (as amended).

27. **General: Indemnity**

27.1 The Supplier shall keep NNL and any NNL Group Company indemnified in full against all direct, indirect and consequential loss (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), costs, damages, charges and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by NNL as a result of or in connection with:

- (a) any payments (whether compensatory, fines or otherwise) required to be made by NNL to a third party as a result of the Supplier failing to provide the Services or Articles in accordance with the Contract (including due to any late delivery);
- (b) save to the extent NNL is to be compensated pursuant to 27.1, any Articles or Services provided otherwise than in accordance with the Contract (whether relating to the time for delivery, quality or otherwise);
- (c) an infringement or alleged infringement of any IPR caused by the use, manufacture or supply of the Articles, use of the Results (or any part thereof) or the provision of the Services whether by NNL or by any of its sub-licensees, agents, contractors, Subcontractors or assignees; and
- (d) any claim made against NNL in respect of any liability, loss, damage, injury, cost or expense sustained by NNL'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 Articles or Services as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the terms of the Contract by the Supplier.

27.2 NNL shall endeavour to mitigate losses of the type described at Condition 27.1.

27.3 Each Party warrants that any design or written instructions provided by it shall not oblige the other to infringe any registered IPR in the performance of the Contract.

28. **General: Insurance**

28.1 The Supplier shall arrange appropriate insurance cover to reflect the nature of the Contract works, Articles and Services to be provided (for example public and product liability, employers' liability, professional indemnity and motor insurance).

29. **General: NDA Insurance**

29.1 NNL shall notify the Supplier of the relevant insurance arrangements put in place by NDA (the "**NDA Insurances**"), including any information provided by NDA from time to time in respect of such NDA Insurances. The Supplier shall:

- (a) not purchase insurance that duplicates the NDA Insurances;
- (b) consent to being a joint named insured under the NDA Insurances; and
- (c) comply with (and shall procure that its subcontractors and suppliers to the Contract agree to comply with) any instructions issued by the NDA from time to time in relation to the NDA Insurances, claims handling and other procedures relevant to the Contract.

29.2 The Supplier shall not and shall procure that its Subcontractors shall not take any action or fail to take any reasonable action or (insofar as it is reasonably within its power) permit or allow others to take or fail to take any action (in either case including failure to disclose any fact) as a result of which any of the NDA Insurances may be rendered void, voidable, unenforceable, suspended or impaired in whole or in part or which may otherwise render any sum paid out under any of the NDA Insurances repayable in whole or in part.

- 29.3 Where and to the extent that the Contract requires NNL to meet costs incurred by the Supplier, in addition to any exclusion or limitation under any other provision of the Contract the amount to be paid by NNL shall exclude:
- (a) any costs (to the extent the NDA has not received insurance proceeds in respect of the costs in question) incurred due to a material failure of the Supplier to complete and/or carry out any works or Services or provide any Articles in accordance with the Contract unless that failure is a direct result of a Force Majeure Event or a direct result of NNL failing to perform its obligations under the Contract; and
 - (b) any costs that fall within any Vitiating Insurance Liability as a result of any act or omission of the Supplier or its Subcontractors.
30. **General: Intellectual Property Rights**
- 30.1 For the avoidance of doubt, it is confirmed that the ownership and rights of each Party in respect of Background IPR shall be unaffected by the Contract and each Party shall maintain absolute ownership of its Background IPR notwithstanding that:
- (a) the Supplier shall provide NNL, SL and the wider NDA estate a free of charge license to access all Background IPR disclosed pursuant to This Contract as and when requested in accordance with NDA flow down terms, as advised, for the purpose of working on this Contract only and not for any other reason.
- 30.2 The Results, all IPR therein and all documents and drawings prepared by the Supplier under the Contract (all referred to as "**Foreground IPR**") shall become the property of the Supplier and accordingly NNL has no interest in the ownership of any Foreground IPR or other rights developed under or arising as a result of the Contract, beyond ensuring that the results and exploitation of the Contract detailed in the Suppliers application are capable of being achieved.
- 30.3 The Supplier acknowledges that NNL may be required to disclose full details of this Contract (including its terms and values), the Supplier's application for the Contract and all other documents and information related to this Contract to Sellafeld Limited and the Nuclear Decommissioning Authority. The Supplier hereby authorises NNL to make such disclosures as it sees fit.
- 30.4 In the event that the Supplier Subcontracts the Contract or any part thereof pursuant to Condition 39, the Supplier warrants and represents to NNL that:
- (a) such Subcontract shall provide and ensure that provision 30.1 (a) can be realised.
- 30.4 The Supplier shall determine what if any patent or like protection shall be sought for any of the Results and/or the Foreground IPR and shall have the right to be granted such protection in its own name and at its own expense in any country.
- 30.5 Not Used
- 30.6 Without prejudice to any requirement of the Supplier to furnish reports to NNL as specified in the Contract, the Supplier shall make a full report to NNL of the work done under the Contract and, insofar as is reasonable and the nature of the work requires, the Results, highlighting any patentable or otherwise protectable intellectual property.
31. **General: Compliance with Laws**
- 31.1 In performing its obligations under the Contract, the Supplier shall and shall procure that each Supplier Group Company and each of its servants, agents, Subcontractors or the servants of any such Subcontractors shall:
- (a) ensure that the Services and Articles are provided in accordance with all applicable Laws, and the Supplier will inform NNL as soon as it becomes aware of any changes in that legislation with impact its ability to perform the Services and provide the Articles in accordance with the Contract;
 - (b) comply with all applicable Laws, statutes, regulations and codes from time to time in force including but not limited to:

- (i) Sex Discrimination Act 1975 and Sex Discrimination Act 1986;
- (ii) Race Relations Act 1976;
- (iii) Disability Discrimination Act 1995;
- (iv) Human Rights Act 1998;
- (v) Equal Pay Act 1970;
- (vi) Employment Rights Act 1996;
- (vii) Employment Equality (Sexual Orientation) Regulations 2003;
- (viii) Employment Equality (Religion or Belief) Regulations 2003;
- (ix) Employment Equality (Age) Regulations 2006;
- (x) Equality Act 2010;
- (xi) any other legal or statutory requirement, modification or re-enactment relating to discrimination in employment;
- (xii) the Official Secrets Acts 1911 to 1989;
- (xiii) section 182 of the Finance Act 1989.

31.2 NNL may terminate the Contract with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of Condition 31.1.

32. **General: Modern Slavery**

32.1 Notwithstanding the provisions of Condition 31, in performing its obligations under the Contract, the Supplier shall:

- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015;
- (b) have and maintain throughout the term of the Contract its own policies and procedures to ensure its compliance;
- (c) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and
- (d) require that each of its Subcontractors and suppliers shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015.

32.2 NNL may terminate the Contract with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of Condition 32.

33. **General: Corrupt Gifts and Payments of Commission**

33.1 The Supplier shall not, and shall procure that its directors, employees, agents, representatives, contractors or Subcontractors shall not, engage in any activity, practice or conduct which would constitute an offence under any anti-bribery and anti-corruption laws, regulations and codes, including but not limited to the Bribery Act 2010.

33.2 The Supplier shall have in place adequate procedures designed to prevent any person working for or engaged by the Supplier or any other third party in any way connected to the Contract, from engaging in any activity, practice or conduct which would infringe any anti-bribery and anti-corruption laws, regulations and codes, including but not limited to the Bribery Act 2010.

33.3 Breach of Condition 33.1 shall entitle NNL to terminate the Contract by written notice with immediate effect.

34. **General: Freedom of information**

- 34.1 The Supplier acknowledges that NNL is subject to the requirements of the FOIA and the EIRs. The Supplier shall:
- (a) provide all necessary assistance and cooperation as reasonably requested by NNL to enable NNL to comply with its obligations under the FOIA and EIRs;
 - (b) transfer to NNL all Requests for Information relating to the Contract that it receives as soon as practicable and in any event within two (2) working days of receipt;
 - (c) provide NNL with a copy of all Information belonging to NNL requested in the Request For Information which is in its possession or control in the form that NNL requires within five (5) working days (or such other period as NNL may reasonably specify) of NNL request for such Information; and
 - (d) not respond directly to a Request For Information unless authorised in writing to do so by NNL.
- 34.2 The Supplier acknowledges that NNL may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. NNL shall take reasonable steps to notify the Supplier of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in the Contract) NNL shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.
- 34.3 Except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Contract is not Information which is confidential in nature and the Supplier hereby gives its consent for NNL to publish the Contract in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Contract agreed from time to time. NNL may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.
- 34.4 For the purpose of Condition 34, "**Information**" has the meaning given under section 84 of FOIA.
35. **General: Data Protection**
- 35.1 In this Condition:
- "**appropriate technical and organisational measures**", "**controller**", "**criminal conviction data**", "**data controller**", "**data processor**", "**data subject**", "**personal data**", "**processing**", "**processor**" and "**special categories of personal data**" have the meaning as set out in the Data Protection Legislation in force at the time.
- "**Data Protection Legislation**" means (a) the Data Protection Act 2018 ("**DPA 2018**"), (b) the General Data Protection Regulation (EU) 2016/679 ("**GDPR**") and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK, and (c) any successor legislation to the DPA 2018 and the GDPR.
- "**Permitted Recipients**" means any third parties engaged by the Supplier to perform obligations in connection with the Contract which have been approved by NNL prior to any such engagement.
- "**Shared Personal Data**" personal data and special categories of personal data (as applicable) of NNL's staff including names, work telephone numbers, work email addresses, work correspondence address.
- 35.2 NNL has disclosed and will continue to disclose to the Supplier Shared Personal Data collected by NNL for the purposes of the Contract ("**Agreed Purposes**").
- 35.3 The Supplier shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by the Supplier shall give grounds to NNL to terminate the Contract with immediate effect.
- 35.4 NNL shall ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Supplier for the Agreed Purposes.
- 35.5 The Supplier shall:

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- (a) ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
 - (b) process the Shared Personal Data only for the Agreed Purposes;
 - (c) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
 - (d) ensure that its employees and others processing Shared Personal Data in the course of performing duties under the Contract are subject to obligations (including confidentiality obligations) to ensure compliance with the terms of the Contract;
 - (e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by the Contract;
 - (f) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;
 - (g) not transfer any personal data received from NNL outside the EEA without NNL's consent and without putting in place such safeguards as NNL shall require;
 - (h) assist NNL in complying with all applicable requirements of the Data Protection Legislation. In particular, the Supplier shall:
 - (i) consult with NNL about any notices given to data subjects in relation to the Shared Personal Data;
 - (ii) provide NNL with reasonable assistance in complying with any data subject request to enforce rights pursuant to Data Protection Legislation (including without limit Articles 15 to 21 of GDPR (subject access, etc.));
 - (iii) not disclose or release any Shared Personal Data in response to a data subject request without first consulting NNL;
 - (iv) assist NNL in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (v) notify NNL without undue delay on becoming aware of any breach of the Data Protection Legislation;
 - (vi) at the written direction of NNL, delete or return Shared Personal Data and copies thereof to NNL on termination of the Contract unless required by law to store the personal data and require any Permitted Recipients to do the same;
 - (vii) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
 - (viii) maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by NNL or its designated auditor; and
 - (ix) provide NNL with contact details of a responsible manager for all issues arising out of the Data Protection Legislation including, without limitation, the procedures to be followed in the event of a data security breach.
 - (i) The Supplier agrees and warrants that it has in place all necessary notices and consents to enable lawful transfer of any personal data and special categories of personal data (as applicable) of the Supplier's Personnel to NNL for the purposes of the Contract.
 - (j) The Supplier shall indemnify NNL against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by NNL arising out of or in connection with any breach of the Data Protection Legislation by the Supplier, its employees or agents.

36. General: Export control laws

The Parties acknowledge that any information provided or received under the Contract may be subject to government export control laws and regulations and each Party agrees that it will strictly comply with all applicable requirements under such laws and regulations. As such, each Party warrants and undertakes that it will not export or transfer by any means, electronic or otherwise, any information without complying in all respects with the applicable export control legislation, codes of conduct, the relevant export license(s), guidelines, notices and/or instructions in relation to any such export or transfer of information.

37. General: Security Measures and Provisions

- 37.1 The Supplier's attention is drawn to the provisions of the Official Secrets Acts 1911 to 1989, the provisions of the Atomic Energy Act 1946, the provisions of the Anti-Terrorism Crime and Security Act 2001, particularly section 79, which makes it an offence intentionally or recklessly to make a disclosure of information which might prejudice the security of a Licensed Site or of nuclear material where that material is held on such a site, or is being transported to or from such a site or is being carried on board a British ship and the Uranium Enrichment Technology (Prohibition on Disclosure) Regulations 2004, as appropriate.
- 37.2 The Supplier hereby acknowledges that if Sensitive Nuclear Information as defined by the Anti-terrorism Crime and Security Act 2001 (as amended) ("**SNI**") is in its possession at any time pursuant to the Contract, then it is fully responsible for ensuring that an appropriate level of security is applied for access to such SNI and it shall notify NNL if so required, of such level of security prior to entering into the Contract. The Supplier agrees to make any changes to such level of security as may be requested at any time by NNL or ONR.
- 37.3 Unless the Supplier has the written authority of NNL to do otherwise, neither the Supplier nor any of the Supplier's Personnel shall, either before or after the completion or termination of the Contract, do or permit to be done anything which it knows or ought reasonably to know may result in any SNI being disclosed to or acquired by a person in any of the following categories:
- (a) who does not hold the appropriate authority for access to the protected matter;
 - (b) in respect of whom NNL has notified the Supplier that the SNI shall not be disclosed to or acquired by that person;
 - (c) who is a not a member of the Supplier's Personnel;
 - (d) who is a member of the Supplier's Personnel and has no need to know the information for the proper performance of the Contract.
- 37.4 Unless it has written permission of NNL to do otherwise, the Supplier and the Supplier's Personnel shall, both before and after the completion or termination of the Contract take all reasonable steps to ensure that no photograph of, or pertaining to, any SNI shall be taken and no copy of or extract from any SNI shall be made except to the extent necessary for the proper performance of the Contract.
- 37.5 The Supplier shall provide to NNL:
- (a) upon request, such records giving particulars of those members of the Supplier's Personnel who have had at any time, access to the SNI;
 - (b) upon request, such information as NNL may from time to time require so as to be satisfied that the Supplier and the Supplier's Personnel are complying with their obligations under this Condition, including the measures taken or proposed by the Supplier so as to comply with its obligations and to prevent any breach of them; and
 - (c) full particulars of any failure by the Supplier and the Supplier's Personnel to comply with their obligations relating to SNI arising under this Condition immediately upon such failure becoming apparent.
- 37.6 If at any time either before or after the completion or termination of the Contract, the Supplier or any member of the Supplier's Personnel discovers or suspects that an unauthorised person is seeking or has

sought to obtain information directly or indirectly concerning any SNI, the Supplier shall forthwith inform NNL of the matter with full particulars thereof.

- 37.7 If the Supplier proposes to Subcontract any of the Services to a Subcontractor and such Subcontract will involve the disclosure of SNI to the Subcontractor, the Supplier shall submit for NNL's approval the name of the proposed Subcontractor, a statement of work to be carried out, the SNI that will be disclosed and any other details known to the Supplier which NNL shall require.
- 37.8 If NNL provides its consent to such Subcontract referred to in Condition 37.7 pursuant to Condition 39.2, the Supplier shall incorporate into such Subcontract the terms contained in this Condition and such further secrecy and security obligations as NNL shall direct. The Supplier shall further be bound by the provisions of Conditions 39.3 and 39.6.
- 37.9 If SNI is in the possession of the Supplier pursuant to the Contract, the Supplier hereby acknowledges that NNL and/or ONR has the right at any time to enter and inspect any premises used by the Supplier or any of its permitted Subcontractor which are in any way connected with the Contract and inspect any document or thing in any such premises, which is being used or made for the purposes of the Contract. NNL and/or ONR shall be entitled to all such information as they may reasonably require.
- 37.10 Upon termination of the Contract for any reason whatsoever, the Supplier shall immediately return to NNL (or, if NNL so requests by notice in writing, destroy), in accordance with NNL's instructions, all SNI in the Supplier's possession or control at the date of termination together with all copies of the same and shall certify in writing that it has done so. NNL and/or ONR shall have the right, by prior notice to the Supplier, to enter the Supplier's Premises at any time for the purpose only of removing any items of SNI.

38. General: Confidentiality

- 38.1 Neither the Supplier nor the Supplier's Personnel shall disclose, advertise or publicise the existence of the Contract or any provision thereof or any specification, plan, drawing, pattern, sample, information or data (including any computer data and/or software package) issued or furnished by or on behalf of NNL in connection therewith or any of the Results produced under the Contract by the Supplier to any person other than a person employed or engaged by the Supplier in the carrying out of the Contract or any Subcontractor, supplier or other person concerned with the same either before, during or after completion of the Contract SAVE:
- (a) with the prior consent in writing of NNL; or
 - (b) pursuant to a court order or a binding request from a regulatory (or other analogous) authority with jurisdiction PROVIDED THAT (to the extent it is permitted to do so) the Supplier gives all reasonable notice of such disclosure to NNL.
- 38.2 Any disclosure to any person permitted under Condition 38.1 shall (to the fullest extent possible) be made in confidence and, where pursuant to Condition 38.1(a), shall extend so far only as may be necessary for the purpose of the Contract.
- 38.3 The Supplier shall not make use of the Contract, Results or any specification or other thing mentioned in Condition 38.1 otherwise than for the purpose of the Contract, and, save as provided for in Condition 38.4, the Supplier shall not make any articles or part thereof similar to the Articles for any other purpose.
- 38.4 Subject to any rights of third parties, nothing in Condition 38 shall, however, constrain the uses for any purpose by the Supplier of any specifications, plans, drawings and other documents, the rights of which vest in it otherwise than as a result of work carried out under the Contract.
- 38.5 Any original or master specification, plan, drawing, pattern, sample, information or data (including any computer data and/or software package) mentioned in Condition 38.1 issued or furnished by or on behalf of NNL remains the property of NNL and must be returned to NNL on completion of the Contract. When no longer required, copies of documents to be destroyed and/or disposed of during the course of and at the termination of the Contract shall first be rendered indecipherable in a manner and by a method approved of by NNL.
- 38.6 For the avoidance of doubt, and subject to the other terms of the Contract, the terms of Condition 38 shall continue to apply notwithstanding termination of the Contract or any other cessation of any business relationship between the Parties.

39. General: Transfer, Sub-letting and Change of Ownership

- 39.1 NNL may assign the Contract or any part of it to any person.
- 39.2 The Supplier shall not give, bargain, sell, assign, Subcontract, or otherwise dispose of the Contract or any part thereof or the benefit or advantage of the Contract or any part thereof without the previous consent in writing of NNL.
- 39.3 If NNL approves the Supplier appointing a Subcontractor to fulfil part of the Contract, the Subcontractor shall in all cases be bound by the Conditions of the Contract and the Supplier shall include provisions to this effect in any such Subcontract or order, including those set out in Condition 39.6. Furthermore, the Supplier shall provide the proposed subcontract wording to NNL upon request prior to any appointment.
- 39.4 The Supplier shall provide NNL with a Subcontract Procurement Plan before awarding or amending any Subcontract or Series of Subcontracts where the value of such Subcontract or Series of Subcontracts exceeds £10,000 (excluding VAT).
- 39.5 The Supplier shall not appoint a Subcontractor on the proposed Subcontract conditions submitted until NNL has accepted them as compliant with Clause 39.2 and 39.4 of the Contract. In addition to any other reason stated in the Contract, NNL may reject the proposed Subcontract conditions if:
- (a) the proposed Subcontract conditions do not include a term required for compliance with the Contract; or
 - (b) the Supplier has not demonstrated in the manner required by NNL that the proposed Subcontract conditions include all terms required for compliance with the Contract.
- 39.6 The Supplier shall ensure that all Subcontracts (which in this Condition 39 includes any Contract in the Supplier's supply chain made wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of the Contract) contain provisions:
- (a) requiring the Supplier or other party receiving goods or services under the contract to consider and verify invoices under that contract in a timely fashion;
 - (b) that if the Supplier or other party fails to consider and verify an invoice in accordance with subparagraph 39.6(a), the invoice shall be regarded as valid and undisputed for the purpose of subparagraph 39.6(c) after a reasonable time has passed;
 - (c) requiring the Supplier or other party to pay any undisputed sums which are due from it to the Subcontractor within a specified period not exceeding thirty (30) days of verifying that the invoice is valid and undisputed; and
 - (d) giving NNL a right to publish the Supplier's compliance with its obligation to pay undisputed invoices within the specified payment period; and
 - (e) requiring the Subcontractor to include a condition to the same effect as this condition 39.6 in any contracts it enters into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of the Contract.

Procurement of collateral warranties and third party rights in favour of NNL

- 39.7 Where required by NNL, the Supplier shall procure that each Subcontractor enters into a deed of collateral warranty in favour of NNL in relation to the works performed or Services provided under the Subcontract. Each deed of collateral warranty shall comply with any requirement of the Contract relating to use of a prescribed form or otherwise relating to the terms of that deed of collateral warranty, provided that the following provisions shall be included (whether or not included in any such prescribed form or terms):
- (a) An obligation on the Subcontractor to maintain professional indemnity insurance at a level no less than the maximum Price which could be paid under the Subcontract for a period starting with the commencement date of the Subcontract and ending twelve (12) years after completion of the works performed or Services provided under the Subcontract.
 - (b) Warranties from the Subcontractor in favour of NNL that the Subcontractor:
 - (i) has exercised and will continue to exercise the level of reasonable skill, care and diligence which would be expected of a Subcontractor holding itself out as competent in performing

the works or providing the Services in relation to schemes of similar nature, scope and size to the Articles, Services and/or works which are the subject matter of the Subcontract; and

- (ii) has complied and will continue to comply in all material respects with the terms of the Subcontract, provided that the Subcontractor shall owe no greater duty or liability to NNL than it would have owed to the Subcontract counter-party under the terms of the Subcontract.
- (c) NNL step in rights such that the Subcontractor shall not be permitted to terminate the Subcontract as a result of a breach of contract by the Subcontract counter-party without first giving NNL the option to step in and adopt the counter-party's rights and undertake to perform the counter-party's obligations under the Subcontract.

Reporting and record management

- 39.8 The Supplier shall comply with and procure that any Subcontractor complies with any record management policies issued by NNL from time to time.
- 39.9 The Supplier shall report on its performance under the Contract (including that of its Subcontractors) in such format and detail and at such frequency, being no less frequent than monthly, as NNL may reasonably require. Without limitation to the foregoing, the Supplier provides and shall procure that its Subcontractors provide such reports and information relating to the Contract and the Services as may be required by NNL to enable NNL to comply with its reporting obligations to SL, and/or NDA and other Regulators.
- 39.10 If the Supplier considers that any report submitted under the Contract contains a material Error, the Supplier shall notify NNL of such Error immediately.
- 39.11 Ownership of all records produced by or on behalf of the Supplier under the Contract will pass to NNL on receipt by NNL.
- 39.12 The Supplier shall use all reasonable endeavours, and procures that any Subcontractor uses all reasonable endeavours, to manage all records under or in connection with the Contract in accordance with, and so as to enable NNL to comply with BS ISO 15489-1:2001 or any replacement or modification of that standard.
- 39.13 Notwithstanding any other provision in the Contract, if the Supplier notifies NNL that the Supplier has failed to pay a Subcontractor's undisputed invoice within thirty (30) days of receipt, or NNL otherwise discovers the same, NNL shall be entitled to publish the details of the late or non-payment (including on government websites and in the press).
- 39.14 The Supplier shall be responsible for the actions and omissions of any Subcontractor who may carry out any work in connection with the Contract. For the purposes of the Contract any act, default or omission on the part of such person in relation to such work shall be deemed to be an act, default or omission (as the case may be) on the part of the Supplier.
- 39.15 The Supplier shall give notice in writing to NNL of any proposed take-over, merger, reconstruction, or other change in ownership or control of the Supplier or of any holding company (as defined in section 1159 Companies Act 2006). Upon receipt of such notice NNL may at its absolute discretion immediately terminate the Contract and should it choose so to do it shall give instructions for delivery of all equipment, documents, drawings or other information arising out of or provided for the purposes of the Contract. And such termination shall be without prejudice to the rights of either party under the Contract accrued prior to the date of termination.
- 40. **General: Entirety of Contract**
- 40.1 The Contract contains the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and replaces all prior agreements and understandings relating to the said subject matter. No statements or representations made by either party have been relied upon by the other in entering into the Contract.

- 40.2 Except as otherwise provided by the Contract, all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
41. **General: Force Majeure**
- NNL reserves the right to defer the date of delivery of the Articles or performance of the Services, or payment, or to cancel the Contract, or reduce the volume of the Articles or the scope of the Services ordered if it is prevented from, or delayed in, the carrying on of its business due to circumstances beyond the reasonable control of NNL including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.
42. **General: Various**
- 42.1 Each right or remedy of NNL under the Contract is without prejudice to any other right or remedy of NNL whether under the Contract or not.
- 42.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 42.3 Failure or delay by NNL in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 42.4 Any waiver by NNL of any breach of, or any default under, any provision of the Contract by the Supplier shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 42.5 The Parties may agree in writing to rescind or vary the Contract (and any documents entered into pursuant to or in connection with it).
- 42.6 Each Party shall do and execute, or arrange and procure for the doing and executing of, any act and/or document reasonably requested of it by any other party to implement and give full effect to the terms of the Contract.
43. **General: Rights of Third Parties**
- 43.1 Subject to Condition 43.2 a person or party who is not a Party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 43.2 ONR, SL and NDA benefit from certain rights and obligations set out in the Contract and are entitled to enforce such rights and obligations on the basis set out in the Contract. Consequently, ONR, SL and NDA are hereby a party to the Contract for the purposes of the Contracts (Rights of Third Parties) Act 1999.
44. **General: Notices**
- 44.1 Any notice or other communication given to a Party under or in connection with the Contract shall be in writing (in the case of the Supplier, marked for the attention of NNL's Procurement Representative) and shall be (a) delivered by hand or by pre-paid first-class post or recorded delivery at its registered office (if a company) or its principal place of business (in any other case); or (b) sent by email to (i) in the case of the Supplier, the email address of NNL's Procurement Representative and the NNL project manager for the Contract; or (ii) in the case of NNL, the Supplier's email address supplied in correspondence relating to the Contract.
- 44.2 Any notice or communication shall be deemed to have been received (a) if delivered by hand, on signature of a delivery receipt; or (b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second business day after posting (c) if sent by email, on the day of transmission.

- 44.3 Condition 44 does not apply to the service of any proceedings or other documents in any legal action (which shall be governed by the Civil Procedure Rules) or, where applicable, any arbitration or other method of dispute resolution.
45. **General: Early Warnings**
- 45.1 The Supplier shall notify NNL as soon as it becomes aware of any matter which could:
- (a) interfere with the timing of the Supplier's provision of the Articles and performance of the Services;
 - (b) otherwise affect the provision of the Articles and performance of the Services.
- 45.2 The Parties shall cooperate in making and considering proposals for how the effect of any matter notified pursuant to Condition 45.1 can be avoided or reduced and in deciding and recording actions to be taken.
- 45.3 The Supplier shall have due regard in provision of the Articles and the performance of the Services to NNL's budget and requirements, to the extent the Supplier is aware of such matters. If the Supplier becomes aware of circumstances which may prevent NNL from using the Articles or the Services in accordance with its budget or programme, the Supplier shall inform NNL without delay.
46. **General: Disputes**
- 46.1 A matter or thing which is stated to be a decision of NNL, NNL's Procurement Representative or a representative of NNL under the Contract shall be conclusively made accordingly but any other dispute shall be referred under the dispute resolution procedure set out in the remainder of Condition 46.
- 46.2 Save as provided for at Condition 46.1, if any dispute arises in connection with the Contract then directors, or other senior representatives of the Parties with authority to settle the dispute, will, within fourteen (14) days of a written request from one Party to the other, meet in a good faith effort to resolve the dispute.
- 46.3 If the dispute is not resolved at that meeting, the Parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR. To initiate the mediation a Party must give notice in writing ("**ADR notice**") to the other Party to the dispute requesting mediation. A copy of the request should be sent to CEDR Solve. The mediation will start not later than thirty-five (35) days after the date of the ADR notice.
- 46.4 No Party may commence any court proceedings in relation to any dispute arising out of the Contract until they have attempted, in good faith, to settle it by mediation and that mediation has been terminated SAVE THAT a Party may seek interim relief by way of court proceedings.
47. **General: Staff Transfers**
- 47.1 The Supplier shall indemnify and keep indemnified NNL and any NNL Group Company against all Employment Liabilities incurred in connection with or as a result of any constructive dismissal claim or any claim under regulation 4(9) of TUPE arising out of any changes proposed by the Supplier in relation to the contract of employment or working conditions of a Relevant Employee or any employee of NNL in connection with the Parties entering into the Contract or proposing to enter into the Contract.
- 47.2 The Parties agree that they do not intend that TUPE will apply as a result of the termination of the Contract nor that any Relevant Employee will transfer to the employment of NNL or any NNL Group Company pursuant to TUPE or otherwise.
- 47.3 If any Relevant Employee asserts that their employment or engagement should be transferred by operation of law to NNL or any NNL Group Company, NNL shall be entitled to terminate such employment or engagement immediately.
- 47.4 The Supplier shall indemnify NNL and/or any NNL Group Company on a continuing basis against all Employment Liabilities incurred by or awarded against NNL or any NNL Group Company in connection with or as a consequence of any claim, action or proceeding which arises or is alleged to arise or is made against NNL or any NNL Group Company in relation to or as a result of:
- (a) the employment or engagement or alleged employment or engagement or termination of employment of any Relevant Employee following the Commencement Date; and

- (b) in connection with any contract of employment or alleged contract of employment between NNL or any NNL Group Company and any Relevant Employee or its termination in accordance with Condition 47.3 following the Commencement Date; and
- (c) any failure or alleged failure on the part of NNL or the Supplier or any other person for the purposes of Regulations 11, 13 and/or 14 of TUPE.

48. **General: Performance Bonds**

Where required by the Special Conditions, the Supplier shall enter into a Performance Bond or similar guarantee, in such form as shall be acceptable to NNL, on or prior to the Commencement Date.

49. **General: Procurement Process**

The Supplier warrants and represents to NNL that all written statements and representations in any written submissions made by the Supplier as part of the procurement process, including without limitation its response to the standard selection questionnaire (or equivalent) and invitation to tender (or equivalent) (if applicable), its tender and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by the Contract or to the extent that the Supplier has otherwise disclosed to NNL in writing prior to the date of the Contract.

50. **General: Law and Jurisdiction**

The Contract shall be considered as a contract made in England subject to English Law and the Parties agree to subject themselves to the non-exclusive jurisdiction of the English courts.

Appendix (only applicable where work is being undertaken on SL's site)

In this Appendix the following definitions shall apply:

"Controlled and Supervised Areas"	areas designated as such by SL;
"Controlled Area (Contamination)"	areas designated as such by SL;
"Controlled Area"	areas designated as such by SL;
"NR"	means SL's Nominated Representative, a nominated representative appointed by SL to assist the SO (as defined in Part 1 (6) of this Appendix and/or OCM with their duties;
"OCM"	means the SL Operational Control Manager, the person appointed by SL who at any time is authorised to permission work within the Licensed Site, in accordance with SL obligations as the operator of a Licensed Site;
"Superintending Officer" ("SO")	means the person appointed by SL who at any time is authorised in writing to act on behalf of SL on environment, health, safety and quality and NNL safety management matters relating to the Contract where the Services or any part of the Services are performed in SL Premises or otherwise on the Licensed Site. Such person's powers and remit shall be clearly stated in their written delegation;
"Supervised Area"	areas designated as such by SL;

PART 1: ADDITIONAL CONDITIONS OF CONTRACT APPLICABLE TO WORK CARRIED OUT IN SL PREMISES AND SUBJECT TO THE IONISING RADIATIONS REGULATIONS 1999 (CONTROLLED AND SUPERVISED AREAS DESIGNATED BY SL).

GENERAL

1. This Appendix, which shall take precedence over any other Conditions of the Contract with which they may conflict, shall apply to work with Ionising Radiation and to work within Controlled and Supervised Areas as defined by the Ionising Radiations Regulations 1999. They are for the protection of persons employed and are mandatory.
2. Every order for work to be performed in a Controlled or Supervised Area in SL Premises will be clearly endorsed either:
 - SUPERVISED AREA
 - or
 - CONTROLLED AREA
 - or
 - CONTROLLED AREA (CONTAMINATION)
3. This Appendix is in two parts. Part 1 shall apply if the Contract is endorsed "SUPERVISED AREA" or "CONTROLLED AREA". If the Contract is endorsed "CONTROLLED AREA (CONTAMINATION)" Part 1 and Part 2 shall apply. Where Part 2 applies, references in Part 1 to Controlled Areas also refer to Controlled Areas (Contamination).
4. Statutory Requirements

Statutory provisions made for the protection of persons exposed to ionising radiations apply to the work carried out under the Contract and Supplier and Supplier Personnel shall fully comply with such requirements. This Appendix does not relieve the Supplier of any of his obligations under statutory provisions. In particular, the Supplier is responsible, as an employer, for understanding and complying with the requirements of the Ionising Radiations Regulations 1999.

5. The Regulations
- Conditions to "the Regulations" or to specific Regulations are to the Ionising Radiations Regulations 1999.
6. Superintending Officer
- The Superintending Officer ("SO") is responsible for arranging the necessary guidance to be given to the Supplier on health and safety matters connected with the Contract for communications, as necessary, to Supplier Personnel.
7. General Responsibilities of the Supplier
- 7.1 the Supplier is responsible for the health and safety of any Supplier Personnel who may be exposed to radiation from:
- (a) sources of ionising radiation under his control;
 - (b) sources of radiation under the control of another employer.
- 7.2 Before commencement of the work the Supplier shall provide (via NNL) the SO and/or the NR with particulars of previous employment of Supplier Personnel on ionising radiation work, as required by the Regulations. The Health and Safety Executive has agreed simplified arrangements for the Licensed Site with respect to these Regulations and these may be applicable to the Contract. The Supplier will be advised (via NNL) by the SO or the NR if this is the case.
- 7.3 Without prejudice to the generality of Special Condition 4, the Supplier shall observe the following requirements of the Regulations:
- (a) before work commences appoint one or more Supplier Personnel as radiation protection supervisors (Regulation 17);
 - (b) designate appropriate Supplier Personnel as classified persons who have been certified fit in the health record by the Employment Medical Adviser or Appointed Doctor (Regulation 20);
 - (c) ensure dose limits are not exceeded (Regulation 11);
 - (d) notify the Health and Safety Executive of his intention to carry out work with ionising radiation (Regulation 6);
 - (e) before commencing a new activity involving work with ionising radiations, make a suitable and sufficient assessment of the risk to any Supplier Personnel and other person (Regulation 7);
 - (f) ensure adequate medical surveillance (Regulation 24);
 - (g) maintain records relating to the above responsibilities (Regulation 21).
- 7.4 In addition to his responsibilities under the Ionising Radiations Regulations 1999, the Supplier is responsible for complying with all relevant SL Health and Safety Standards, Requirements and Codes of Practice and with SL local rules and regulations on the Licensed Site where the work is being undertaken. The Supplier shall obtain a copy of these local rules and regulations via NNL when he tenders for the work.
- 7.5 The Supplier shall take steps to ensure that all the radiation doses to his work force are "As Low As Reasonably Practicable". In addition, the Supplier shall apply the following dose restrictions to Supplier Personnel:
- (a) exposures to Supplier Personnel for work on the Licensed Site will not normally exceed 15 mSv per annum for any individual.
 - (b) Planned individual exposures in excess of 10 mSv per annum for work on the Licensed Site must be specifically agreed in writing (via NNL) with the SO or the NR.
 - (c) No individual Supplier Personnel with a total annual exposure exceeding 20 mSv will be permitted to undertake work with radiation on the Licensed Site.

These levels are lower than the legal limits. The Supplier is reminded that doses of both 15 mSv in a year and 75 mSv in five (5) consecutive years constitute HSE investigation levels. The Supplier is

recommended to take local management action to temporarily withdraw any individual whose dose approaches these levels.

8. General Responsibilities of NNL

8.1 In conjunction with SL, NNL will notify the Supplier as to whether the work involves work with Ionising Radiation and/or work in Controlled or Supervised Areas and will specify any personal protective equipment, warning or monitoring devices to be worn.

8.2 In conjunction with SL, NNL may assist the Supplier to comply with the following requirements of the Regulations:

- (a) the obligations to consult and appoint a radiation protection adviser (Regulation 13);
- (b) ensure that assessments are made of doses of ionising radiation received by each Supplier Personnel, and for that purpose make arrangements with a Health and Safety Executive approved dosimetry service (Regulation 21);
- (c) ensure that levels of ionising radiations are adequately monitored (Regulation 19);
- (d) ensure that the equipment he provides for carrying out the monitoring of the levels of ionising radiations in Controlled or Supervised Areas is examined and tested before being brought into use and at intervals of not less than fourteen months thereafter by, or under the immediate supervision of, a duly appointed qualified person (Regulation 19).

9. Responsibility of the Supplier and NNL

9.1 Where work with ionising radiation undertaken in SL Premises by the Supplier is likely to give rise to exposure to ionising radiation of SL, NNL or the Supplier's personnel, the Supplier, shall co-operate with NNL and SL by the exchange of information or otherwise to the extent requisite to ensure that SL, NNL, and the Supplier are enabled to comply with the requirements of the Ionising Radiations Regulations 1999 insofar as their ability to comply depends upon such co-operation (Regulation 15).

9.2 The Supplier, shall co-operate with NNL and SL to meet the following requirements of the Regulations:

- (a) investigate case of personnel receiving doses exceeding 15mSv for the first time in any calendar year (Regulation 8 (7))
- (b) investigate cases of suspected over-exposure (Regulation 25);
- (c) ensure personnel receive such information, instruction and training as will enable them to conduct their work in accordance with the Regulations (Regulation 14).

10. Access to Controlled Areas (Regulation 18)

Access to a Controlled Area will be permitted only to those Supplier Personnel from time to time approved by NNL and SL. NNL and/or SL approval may be withdrawn at any time without prior notice and without any reason or explanation being given.

11. Safety Precautions

11.1 Before Supplier Personnel commence work in a Controlled or Supervised Area the Supplier must report (via NNL) to the SO or the NR who will give (via NNL) instructions and any guidance necessary on the precautions to be taken, define the boundaries of the area in which permission has been given for the work, and indicate action to be taken in case of emergency.

11.2 It is the Supplier's responsibility to ensure that safety precautions are observed. Supplier Personnel must comply with any safety instructions given to them by the SO, the NR or NNL.

12. Personal Dose Monitoring (Regulation 21)

12.1 Personal monitoring devices must be worn in Controlled or Supervised Areas as required by NNL and SL local rules and regulations. The Supplier must make arrangements with a Dosimeter Service approved by the Health and Safety Executive for the supply and assay of monitoring devices. This service may be provided by NNL or SL at the Supplier's request.

12.2 In the case of monitoring devices issued by NNL or SL the Supplier shall be responsible for their issue, collection and return to NNL or SL as directed.

12.3 It may occasionally, in exceptional circumstances, be necessary for Supplier Personnel to provide special biological samples or undergo other tests. The SO or the NR will explain (via NNL) the purpose and manner of obtaining the samples or making the tests.

13. Plant, Tools and Equipment

13.1 Unless NNL otherwise decides plant, tools and equipment necessary for the performance of the Contract shall be provided by the Supplier. If, after the Contract is made, it is decided that SL or NNL will provide the necessary plant, tools and equipment and appropriate adjustment of the Contract price or of the hourly rates will be negotiated and agreed in writing via NNL.

13.2 It is strictly forbidden for the Supplier to bring into any area occupied by SL any plant, tool or equipment which contains a radioactive substance or any other source of ionising radiation, without the written permission of the SO or the NR (provided to the Supplier via NNL).

14. Liability for Radiation Injuries and/or Damage to Property

The Supplier acknowledges and agrees that SL as the operator of the Licensed Site is statutorily liable to secure that no ionising radiations from anything on any premises occupied by them or from any waste discharged (in whatever form) on or from any premises occupied by them, cause any injury to any person or any damage to any property, whether he or it is on any such premises or elsewhere. The amount of compensation payable to or in respect of any person, for such injury or damage, may be reduced to the extent that the causing of that injury or damage was attributable to any act of that person committed with the intention of causing harm or with reckless disregard for the consequences of his act.

15. Subcontractors and Agents

The Supplier shall include this Appendix in any Subcontract or agreement which he may make requiring work to be executed in any Controlled or Supervised Area of SL for the purpose of the Contract, substituting for the word "Supplier", wherever it appears, with the word "Subcontractor" or "agent" as may be appropriate.

16. Breach

Any breach of these this Appendix by the Supplier or any of his Subcontractors or agents shall be deemed a material breach of the Contract.

PART 2: ADDITIONAL CONDITIONS APPLICABLE WHERE, IN ADDITION TO EXTERNAL RADIATION, RADIOACTIVE CONTAMINATION MAY BE PRESENT IN CONTROLLED AREAS.

17. Piece-work

In order to ensure that no Supplier Personnel may be tempted to avoid compliance with the required safety precautions, the Supplier must not, without the prior concurrence of NNL, pay Supplier Personnel at piecework rates or adopt any form of payment-by-results scheme for work to be carried out in Controlled or Supervised Areas.

18. Radiological Protective Clothing and Equipment

18.1 Supplier Personnel working in certain Controlled Areas (Contamination) or other designated locations may be required to wear radiological protective clothing or other radiological protective equipment. They must make full and proper use of such clothing and equipment so supplied, and report any defects.

18.2 If NNL require radiological protective clothing or other radiological protective equipment to be worn by Supplier Personnel NNL will provide it free of charge and be responsible for laundering or repair.

19. Health Precautions

The Supplier shall ensure, in respect of work under the Contract, that:

19.1 no person with a skin cut, wound, burn, skin rash or similar condition enters a Controlled Area (Contamination) without permission from an NNL appointed doctor or his nominee at the Licensed Site where the work is to be carried out; and

- 19.2 Supplier Personnel must report to an NNL appointed doctor or his nominee if any skin cut, wound, burn, rash or similar condition is sustained while working in a Controlled Area (Contamination) or elsewhere.
20. Eating, Drinking, Smoking etc. (Regulation 18)
- Eating, drinking, smoking, or similar activity likely to result in the ingestion of a radioactive substance are prohibited in a Controlled Area.
21. Monitoring when Leaving Controlled Areas
- Before leaving a Controlled Area (Contamination) Supplier Personnel must follow the procedures listed in the local rules e.g. check their hands and clothing with the aid of monitoring equipment provided by NNL or SL. The SO or the NR will explain (via NNL) the purpose and manner of using the equipment and the action to be taken in the event of contamination being detected.
22. Plant, Tools and Equipment in Controlled Areas
- 22.1 Plant, tools and equipment brought by the Supplier into a Controlled Area (Contamination) shall not be removed until written clearance by SL Radiation Protection Adviser or his nominee has been given to the Supplier by the SO or the NR (via NNL). If SL Radiation Protection Adviser or his nominee (via NNL) is not able to give clearance for the removal of such plant, tools and equipment from a Controlled Area (Contamination) NNL will at its discretion either arrange for their decontamination at NNL's expense or will purchase them at a fair and reasonable price.
- 22.2 The Supplier shall not remove from a Controlled Area (Contamination) any plant, tools and equipment which have been provided by NNL or SL.
23. Materials, etc.
- 23.1 If materials required for incorporation in works in a Controlled Area (Contamination) are provided by the Supplier, any surplus remaining at the end of the job shall not be removed from the Controlled Area (Contamination) until written clearance by SL Radiation Protection Adviser or his nominee (via NNL) has been given to the Supplier by the SO or the NR and shall be stored or stacked as the SO or the NR may direct (via NNL).
- 23.2 Provided that the quantity of the materials taken into the controlled Areas (Contamination) is not in the opinion of NNL, unreasonable or premature, NNL may agree in writing (via NNL's Procurement Representative) to purchase from the Supplier at a fair and reasonable price, surplus materials which it requires the Supplier to leave in a Controlled Area (Contamination).
- 23.3 No spoil or scrap shall be removed from a Controlled Area (Contamination) until written clearance by SL Radiation Protection Adviser or his nominee has been given to the Supplier by the SO or the NR (via NNL). Any spoil or scrap shall be disposed of in accordance with the SO's or the NR's instructions provided to the Supplier via NNL.
24. Vehicles
- Supplier vehicles may not enter or leave a Controlled Area (Contamination) until written clearance by SL Radiation Protection Adviser or his nominee has been given to the Supplier via the SO or the NR (via NNL).