



Terms and Conditions of Purchase (Services)

1. Interpretation

- 1.1 The definitions and rules of interpretation in this condition apply in these conditions (**Conditions**).

Commencement Date: the date on which the Supplier commences the Services pursuant to the Contract.

Commercially Sensitive Information: any information of a commercially sensitive nature relating to the Supplier, its Intellectual Property Rights or its business or which the Supplier has indicated to UKNNL that, if disclosed by UKNNL, would cause the Supplier significant commercial disadvantage or material financial loss.

Contract: the contract entered into between the parties which is comprised of these Conditions, the Purchase Order and (where relevant) the Special Conditions.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 ("**DPA 2018**") (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

Deliverables: all Documents, products and materials developed by the Supplier or the Supplier's Personnel in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts).

Document: includes, without limitation, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

EIRs: 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: 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.

FOIA: the Freedom of Information Act 2000, and any subordinate legislation made under the Act 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.

Group Company: any subsidiary or holding company of UKNNL or the Supplier or of another subsidiary or holding company of UKNNL 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).

In-put Material: any Document, information and materials provided by UKNNL relating to the Services including (without limitation), computer programs, data, reports and specifications.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair



competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Mandatory Policies: means Anti-slavery and Human Trafficking Policy, Corporate and Social Responsibility Policy, Anti-bribery and Anti-corruption Policy, Ethics Policy, Data and Privacy Policy copies of which are on UKNNL website, UKNNL's business policies and codes listed in the Schedule (if any) or any other relevant policies, as amended from time to time.

PA 2023: means the Procurement Act 2023.

Permitted Recipients: any third parties engaged by the Supplier to perform obligations in connection with the Contract which have been approved by UKNNL prior to any such engagement.

Purchase Order: UKNNL's written instruction to buy the Services as set out on its official order form, incorporating these Conditions and any Document.

Relevant Employee: 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.

Request for Information: a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIRs.

Services: the services to be provided by the Supplier under the Contract as set out in the Purchase Order.

Shared Personal Data: personal data and special categories of personal data (as applicable) of UKNNL's staff including names, work telephone numbers, work email addresses, work correspondence address.

Special Conditions: the special conditions (if any) referenced in the Purchase Order.

Supplier: the person, firm or company who supplies the Services to UKNNL pursuant to the Contract.

Supplier's Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Supplier or its sub-contractors and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties under which title passes to UKNNL.

Supplier's Personnel: the Supplier's employees, consultants, agents, and sub-contractors which it engages in relation to the Services.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.

UKNNL: United Kingdom National Nuclear Laboratory Limited with Company Number 03857752 whose registered office address is Chadwick House, Warrington Road, Birchwood Park, Warrington WA3 6AE.

UKNNL's Equipment: any equipment, systems, cabling or facilities provided by UKNNL and used directly or indirectly in the supply of the Services.

UKNNL's Procurement Representative: the person authorised to act on behalf of UKNNL on matters relating to the Contract from time to time.

VAT: value added tax chargeable under the Value Added Tax Act 1994.



- 1.2 Clause (condition) and paragraph headings shall not affect the interpretation of these Conditions.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 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.
- 1.5 In these Conditions, the words "other", "includes" and "including" do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.

2. Application of Conditions

- 2.1 Subject to any variation made in compliance with condition 21, the Contract is the only basis upon which UKNNL is prepared to deal with the Supplier to the 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 UKNNL.
- 2.2 Each Purchase Order for Services by UKNNL from the Supplier shall be deemed to be an offer to purchase made by UKNNL subject to these Conditions and no Purchase Order shall be accepted until the Supplier, either expressly by giving notice of acceptance, or impliedly by fulfilling the Purchase Order, in whole or in part accepts the offer.
- 2.3 Any terms agreed by UKNNL and set out in the Purchase Order shall, to the extent that there is a conflict, take precedence over these Conditions.

3. Commencement and duration

- 3.1 The Supplier shall provide the Services from the date specified in the Purchase Order.
- 3.2 Subject to condition 18, the Services supplied under the Contract shall continue to be supplied for the period specified in the Purchase Order.

4. Supplier's responsibilities

- 4.1 The Supplier shall provide the Services, and deliver the Deliverables to UKNNL in accordance with the Purchase Order and shall allocate sufficient resources to the Services to enable it to comply with this obligation.
- 4.2 The Supplier shall meet, and time is of the essence as to, all performance dates specified in the Purchase Order. If the Supplier fails to do so, UKNNL may (without prejudice to any other rights it may have):
 - (a) terminate the Contract 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; and
 - (d) hold the Supplier accountable for any loss and additional costs incurred.
- 4.3 The Supplier shall:
 - (a) co-operate with UKNNL in all matters relating to the Services;
 - (b) use a high level of skill and care in the performance of the Services;
 - (c) notify UKNNL as soon as it becomes aware of any health and safety hazards or issues which arise in relation to the Services; and



- (d) before the date on which the Services are to start, obtain, and at all times maintain, all necessary licences and consents and comply with all relevant legislation in relation to:
 - (i) the Services;
 - (ii) the installation, storage and use of the Supplier's Equipment;
 - (iii) the use of In-put Material;
 - (iv) the use of all Documents, information and materials provided by the Supplier or the Supplier's Personnel, relating to the Services which existed prior to the commencement of the Contract, including, without limitation, computer programs, data, reports and specifications; and
 - (v) the use of UKNNL's Equipment in relation to the Supplier's Equipment.

4.4 Notwithstanding the provisions of condition 28, 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 sub-contractors 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.

4.5 UKNNL may terminate the Contract with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of condition 4.4.

4.6 The Supplier acknowledges and agrees that if it considers that UKNNL is not, or may not, be complying with any of UKNNL's obligations, it shall only be entitled to rely on this as relieving the Supplier's performance under the Contract:

- (a) to the extent that it restricts or precludes performance of the Services by the Supplier; and
- (b) if the Supplier, promptly after the actual or potential non-compliance has come to its attention, has notified details to UKNNL in writing.

5. UKNNL's obligations

5.1 UKNNL shall:

- (a) co-operate with the Supplier in all matters relating to the Services;
- (b) subject to the Supplier's compliance with condition 13, provide such access to data as may reasonably be requested by the Supplier and agreed with UKNNL in writing in advance, for the purposes of the Services; and
- (c) provide the In-put Material in a timely manner and ensure that it is accurate in all material respects;

6. Charges and payment

6.1 In consideration of the provision of the Services by the Supplier, UKNNL shall pay the charges as set out in the Purchase Order, which shall specify whether they shall be on a cost reimbursable basis, a fixed price basis or a combination of both. Condition 6.2 shall apply if the Supplier provides Services on a cost reimbursable basis and condition 6.3 shall apply if the



Supplier provides Services for a fixed price. The remainder of this condition 6 shall apply in either case.

- 6.2 Where Services are provided on a cost reimbursable basis:
- (a) the charges payable for the Services shall be calculated in accordance with the Supplier's standard hourly or daily fee rates for the Supplier's Personnel, details of which are set out in the Purchase Order;
 - (b) the Supplier's standard hourly or daily fee rates for each individual person are calculated on the basis of an eight-hour day, worked between 8.00 am and 5.00 pm on weekdays (excluding public holidays);
 - (c) the Supplier shall not be entitled to charge on a pro-rata basis for part-days unless it has UKNNL's prior written consent to do so;
 - (d) all charges quoted to UKNNL shall be exclusive of VAT, which the Supplier shall add to its invoices at the appropriate rate;
 - (e) the Supplier shall ensure that every individual whom it engages on the Services completes time sheets recording time spent on the Services, and subject to the written approval of them by UKNNL, the Supplier shall use such time sheets to calculate the charges covered by each monthly invoice referred to in condition 6.2(f);
 - (f) the Supplier shall invoice UKNNL as set out in the Purchase Order for its charges for time, expenses and materials (together with VAT where appropriate) for the month concerned, calculated as provided in condition 6.2 and condition 6.4. Each invoice shall set out the time spent by each individual whom it engages on the Services and provide a detailed breakdown of any expenses and materials, accompanied by the relevant receipts; and
 - (g) When the value of the Services on any Purchase Order, issued on a cost reimbursable price basis approaches 70% of the liability of that Purchase Order, the Supplier shall immediately inform UKNNL's Procurement Representative (copying in UKNNL's Head of Procurement) in writing.
- 6.3 Where Services are provided for a fixed price, the total price for the Services shall be the amount set out in the Purchase Order. The total price shall be paid to the Supplier as set out in the Purchase Order. On completion of the Services, the Supplier shall invoice UKNNL for the charges that are then payable, together with expenses, the costs of materials and VAT, where appropriate, calculated as provided in condition 6.4.
- 6.4 Any fixed price and daily rate contained in the Purchase Order excludes:
- (a) the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the Supplier's Personnel in connection with the Services, the cost of any materials and the cost of services reasonably and properly provided by third parties and required by the Supplier for the supply of the Services. Such expenses, materials and third party services shall be invoiced by the Supplier at cost. The Supplier shall obtain UKNNL's written approval before incurring any such expense, material or service; and
 - (b) VAT, which the Supplier shall add to its invoices at the appropriate rate.
- 6.5 UKNNL shall pay each invoice which is properly due and submitted to it by the Supplier within thirty (30) days of verifying that the relevant invoice is valid and undisputed and includes a valid purchase order number. UKNNL shall consider and verify (if applicable) all invoices submitted by the Supplier in a timely fashion. Where an invoice cannot be verified, UKNNL shall communicate the reason for such failure in a timely fashion.
- 6.6 If UKNNL fails to make any payment due to the Supplier under the Contract by the due date for payment, then UKNNL shall pay interest on the overdue amount at the rate of 3% per annum



above National Westminster Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. UKNNL shall pay the interest together with the overdue amount.

- 6.7 In relation to payments disputed in good faith, interest under condition 6.6 is payable only after the dispute is resolved, on sums found or agreed to be due, from the due date until payment.
- 6.8 Invoices covering payment in respect of materials purchased by, or services provided to, the Supplier, or for reimbursement of expenses, shall be payable by UKNNL only if accompanied by relevant receipts.
- 6.9 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services in such form as UKNNL shall approve. The Supplier shall allow UKNNL to inspect such records at all reasonable times on request.
- 6.10 Without prejudice to any other right or remedy it may have, UKNNL reserves the right to set off any amount owing at any time to it by the Supplier against any amount payable by UKNNL to the Supplier.

7. Quality of Services

- 7.1 The Supplier warrants to UKNNL that:
- (a) the Supplier will perform the Services with a high level of care and skill and in accordance with generally recognised commercial practices and standards in the industry for similar services;
 - (b) the Services and Deliverables will conform with the terms of the Purchase Order and all descriptions and specifications provided by the Supplier and agreed by UKNNL;
 - (c) the Services and Deliverables will be provided in accordance with all applicable legislation from time to time in force, and the Supplier will inform UKNNL as soon as it becomes aware of any changes in that legislation; and
 - (d) operate a Quality Assurance system to British Standard Number EN ISO 9001 series "Quality Systems" or its equivalent for the Services provided under the Contract unless otherwise authorised by UKNNL's Procurement Representative.
- 7.2 The provisions of condition 7 shall survive any performance, acceptance or payment pursuant to the Contract and shall extend to any substituted or remedial services provided by the Supplier.
- 7.3 If so stated in the Contract, any defect in the Services which may appear within the maintenance period specified in the Contract that arises from any failure or neglect on the part of the Supplier shall be made good by the Supplier at his own cost. In default thereof UKNNL may make good the defects and recover all costs from the Supplier.

8. Intellectual Property Rights

- 8.1 The Supplier assigns to UKNNL, with full title guarantee and free from all third party rights, the Intellectual Property Rights and all other rights in the products of the Services (including the Deliverables).
- 8.2 At its own expense, the Supplier shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to the Contract, including securing for UKNNL all right, title and interest in and to the Intellectual Property Rights and all other rights assigned to UKNNL in accordance with condition 8.1.

9. Insurance

- 9.1 The Supplier shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance providing the minimum levels of cover as stipulated within the invitation to tender or request for quotation (the **Required Insurances**). The cover shall be in



respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of the Contract, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Supplier.

- 9.2 The Supplier shall give UKNNL, on request, copies of all insurance policies referred to in this condition or a broker's verification of insurance to demonstrate that the Required Insurances are in place upon Contract award.
- 9.3 If, for whatever reason, the Supplier fails to give effect to and maintain the Required Insurances, UKNNL may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.
- 9.4 The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Contract.
- 9.5 The Supplier shall hold and maintain the Required Insurances for a minimum of 6 (six) years following the expiration or earlier termination of the Contract.

10. Indemnity

- 10.1 The Supplier shall indemnify and hold UKNNL harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by, UKNNL as a result of or in connection with:
- (a) any alleged or actual infringement, whether or not under English law, of any third party's Intellectual Property Rights or other rights arising out of the supply of the Services (including the Deliverables); or
 - (b) any claim made against UKNNL in respect of any liability, loss, damage, injury, cost or expense sustained by UKNNL'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 provision of the Services or the Deliverables as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the Contract by the Supplier.
- 10.2 The provisions of condition 10 shall survive termination of the Contract, however arising.

11. Staff transfers

- 11.1 The Supplier shall indemnify and keep indemnified UKNNL 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 the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) (**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 UKNNL in connection with the parties entering into the Contract or proposing to enter into the Contract.
- 11.2 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 or any Group Company pursuant to TUPE or otherwise.
- 11.3 If any Relevant Employee asserts that their employment or engagement should be transferred by operation of law to UKNNL, UKNNL shall be entitled to terminate such employment or engagement immediately.
- 11.4 The Supplier shall indemnify UKNNL on a continuing basis against all Employment Liabilities incurred by or awarded against UKNNL in connection with or as a consequence of any claim, action or proceeding which arises or is alleged to arise or is made against UKNNL 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 UKNNL and any Relevant Employee or its termination in accordance with condition 11.3 following the Commencement Date; and
- (c) any failure or alleged failure on the part of UKNNL or the Supplier or any other person for the purposes of Regulations 11, 13 and/or 14 of TUPE.

12. Limitation of liability

- 12.1 Nothing in these Conditions limits or excludes either party's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law; or (d) the indemnities contained in condition 10.1; or (e) the deliberate default or wilful misconduct of that party, its employees, agents or sub-contractors.
- 12.2 Subject to condition 12.1, UKNNL's total liability for any loss and or damages whatsoever and howsoever caused (including but not limited to such loss and damage caused by or arising from breach of contract or tort including negligence or statutory duty but excluding death or personal injury) shall in all circumstances be limited in the aggregate to £10,000 or the value of the Purchase Order whichever shall be the lesser.
- 12.3 Subject to condition 12.1, the Supplier's total liability for any loss and or damages whatsoever and howsoever caused (including but not limited to such loss and damage caused by or arising from breach of contract or tort including negligence or statutory duty but excluding death or personal injury) shall in all circumstances be limited in the aggregate to £50,000 or three times (3x) the value of the Purchase Order whichever is the greater.

13. Confidentiality, UKNNL's property

- 13.1 The Supplier undertakes that it shall not disclose to any person any In-put Material, technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by UKNNL, its employees, agents, consultants or sub-contractors, or any other confidential information concerning UKNNL's business or its products which the Supplier may obtain, except as permitted by condition 13.2.
- 13.2 The Supplier may disclose UKNNL's confidential information:
- (a) to the Supplier's Personnel and to such of its other employees, agents, consultants or sub-contractors as need to know it for the purpose of discharging the Supplier's obligations to UKNNL. The Supplier shall ensure that its employees, agents, consultants or sub-contractors to whom it discloses UKNNL's confidential information comply with condition 13; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 13.3 The Supplier shall not use UKNNL's confidential information for any purpose other than to perform its obligations under the Contract.
- 13.4 All In-put Materials, UKNNL's Equipment and all other materials, equipment and tools, drawings, specifications and data supplied by UKNNL to the Supplier shall, at all times, be and remain as between UKNNL and the Supplier the exclusive property of UKNNL, but shall be held by the Supplier in safe custody at its own risk and maintained and kept in good condition by the Supplier until returned to UKNNL. They shall not be disposed of or used other than in accordance with UKNNL's written instructions or authorisation.



14. Corrupt gifts and payments of commission

- 14.1 The Supplier shall not, and shall procure that its directors, employees, agents, representatives, contractors or sub-contractors 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.
- 14.2 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.
- 14.3 Breach of condition 14.1 shall entitle UKNNL to terminate the Contract by written notice with immediate effect.

15. Freedom of information

- 15.1 The Supplier acknowledges that UKNNL 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 UKNNL to enable it to comply with its obligations under the FOIA and EIRs;
 - (b) transfer to UKNNL 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 UKNNL with a copy of all Information belonging to UKNNL requested in the Request For Information which is in its possession or control in the form that UKNNL requires within five (5) working days (or such other period as UKNNL may reasonably specify) of UKNNL's request for such Information; and
 - (d) not respond directly to a Request For Information unless authorised in writing to do so by UKNNL.
- 15.2 The Supplier acknowledges that UKNNL may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. UKNNL 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) UKNNL 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.
- 15.3 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 UKNNL 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. UKNNL 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.
- 15.4 For the purpose of condition 15, **Information** has the meaning given under section 84 of FOIA.

16. Data protection

- 16.1 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 meanings set out in the Data Protection Legislation in force at the time.



- 16.2 UKNNL has disclosed and will continue to disclose to the Supplier Shared Personal Data collected by UKNNL for the purposes of (as appropriate) (i) administer and provide the Services; (ii) request and receive the Services; (iii) compile, dispatch and manage the payment of invoices relating to the Services; (iv) manage the Contract and resolve any disputes relating to it; (v) respond and/or raise general queries relating to the Services; and (vi) comply with regulatory obligations (**Agreed Purposes**).
- 16.3 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 UKNNL to terminate the Contract with immediate effect.
- 16.4 UKNNL 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.
- 16.5 The Supplier shall:
- (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 UKNNL outside the UK without UKNNL's consent and without putting in place such safeguards as UKNNL shall require;
 - (h) assist UKNNL in complying with all applicable requirements of the Data Protection Legislation. In particular, the Supplier shall:
 - (i) consult with UKNNL about any notices given to data subjects in relation to the Shared Personal Data;
 - (ii) provide UKNNL 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 UK GDPR (subject access, etc.));
 - (iii) not disclose or release any Shared Personal Data in response to a data subject request without first consulting UKNNL;
 - (iv) assist UKNNL 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 UKNNL without undue delay on becoming aware of any breach of the Data Protection Legislation;
 - (vi) at the written direction of UKNNL, delete or return Shared Personal Data and copies thereof to UKNNL 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 condition and allow for audits by UKNNL or its designated auditor; and
- (ix) provide UKNNL 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.

16.6 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 UKNNL for the Agreed Purposes.

16.7 The Supplier shall indemnify UKNNL 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 UKNNL arising out of or in connection with any breach of the Data Protection Legislation by the Supplier, the Permitted Recipients or their employees or agents.

17. 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.

18. Termination

18.1 UKNNL 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 UKNNL shall pay to the Supplier fair and reasonable compensation for work-in-progress at the time of termination but such compensation shall not include (i) loss of anticipated profits or (ii) any consequential, special or indirect loss.

18.2 Without prejudice to any other rights or remedies of UKNNL, including pursuant to condition 18.1, UKNNL shall be entitled to immediately terminate the Contract without liability on giving written notice in the event that the Supplier:

- (a) 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;
- (b) repeatedly breaches terms of the Contract in such a manner as to reasonably justify UKNNL'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
- (c) undergoes a change of control (within the meaning of section 1124 of the Corporation Tax Act 2010).

18.3 Where UKNNL has determined the Contract under condition 18.2, 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 UKNNL for the work (or part thereof) which has not been satisfactorily remedied in accordance with condition 18.2(a).

18.4 UKNNL 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 UKNNL the capability of the Supplier adequately to fulfil its obligations under the Contract has been placed in jeopardy.

18.5 Without prejudice to any other rights or remedies of UKNNL, including pursuant to condition 18.1, UKNNL 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 (or an associated person) was, at the time of contract award in respect of the Contract, (i) an "excluded supplier" within the meaning of Section 57 (1), PA 2023, or (ii) "excludable supplier" within the meaning of Section 57 (2) of the PA 2023, 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 it falls within the meaning of "substantial modification" under Section 74(3), PA 2023 and requires a new procurement procedure.

For the purposes of this clause: (i) "associated person" has the meaning given in Section 26(4), PA 2023 and (ii) "procurement" has the meaning given in Section 1(a), PA 2023.

18.6 On termination of the Contract for any reason, the Supplier shall immediately deliver to UKNNL:

- (a) all copies of information and data provided by UKNNL to the Supplier for the purposes of the Contract. The Supplier shall certify to UKNNL 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 13; and
- (b) all specifications, programs (including source codes) and other Document agreed to be supplied and existing at the date of such termination, whether or not then complete. All Intellectual Property Rights (including rights of a similar nature) in such materials shall automatically pass to UKNNL (to the extent that they have not already done so by virtue of condition 8, who shall be entitled to enter the premises of the Supplier to take possession of them.

18.7 If the Supplier fails to fulfil its obligations under condition 18.6, then UKNNL 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.

- 18.8 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.
- 18.9 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

19. Force majeure

UKNNL reserves the right to defer the date of performance of the Services, or payment, or to cancel the Contract, or reduce 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 UKNNL 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.

20. Assignment and other dealings

- 20.1 UKNNL may assign the Contract or any part of it to any person.
- 20.2 The Supplier shall not give, bargain, sell, assign, sub-contract, 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 UKNNL, provided that this shall not affect any right of the Supplier to assign, either absolutely or by way of charge, any monies due or to become due.
- 20.3 If UKNNL approves the appointment of a sub-contractor, the sub-contractor shall in all cases be bound by the Conditions of this Contract and the Supplier shall include provisions to this effect in any such sub-contract or order, including those set out in condition 20.4.
- 20.4 The Supplier shall ensure that all sub-contracts (which in this condition 20 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 sub-paragraph (a), the invoice shall be regarded as valid and undisputed for the purpose of sub-paragraph (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 sub-contractor within a specified period not exceeding 30 days of verifying that the invoice is valid and undisputed; and
 - (d) giving UKNNL a right to publish the Supplier's compliance with its obligation to pay undisputed invoices within the specified payment period; and
 - (e) requiring the sub-contractor to include a condition to the same effect as this condition 20.4 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.
- 20.5 Notwithstanding any other provision in the Contract, if the Supplier notifies UKNNL that the Supplier has failed to pay a sub-contractor's undisputed invoice within 30 days of receipt, or UKNNL otherwise discovers the same, UKNNL shall be entitled to publish the details of the late or non-payment (including on government websites and in the press).



20.6 The Supplier shall be responsible for any sub-contractor 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.

20.7 The Supplier shall give notice in writing to UKNNL 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 UKNNL may at its absolute discretion immediately terminate the Contract and should it choose so to do it shall give instructions for delivery of all In-put Materials, equipment, Documents Deliverables 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.

21. Variation

No variation of the Contract or these Conditions shall be valid unless it is in writing and signed by, or on behalf of, each of the parties.

22. Waiver, rights and remedies

22.1 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

22.2 Unless specifically provided otherwise, rights and remedies arising under the Contract are cumulative and do not exclude rights or remedies provided by law.

23. Severance

23.1 If any provision (or part of any provision) of the Contract is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

23.2 If a provision (or part of any provision) of the Contract is found illegal, invalid or unenforceable, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

24. Entire agreement

24.1 The Contract constitutes the whole agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the parties relating to its subject matter.

24.2 Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract), as expressly provided in the Contract.

25. No partnership or agency

25.1 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of another party or authorise any party to make or enter into any commitments for or on behalf of any party.

25.2 Each party confirms that it is acting on its own behalf and not for the benefit of any other person.



26. Third party rights

No one other than a party to the Contract, their successors and permitted assignees, shall have any right to enforce any of its terms.

27. Notices

- 27.1 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 UKNNL'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 UKNNL's Procurement Representative and the UKNNL project manager for the Contract; or (ii) in the case of UKNNL, the Supplier's email address supplied in correspondence relating to the Contract.
- 27.2 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.
- 27.3 Condition 27 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.

28. Compliance with laws

- 28.1 In performing its obligations under the Contract, the Supplier shall and shall procure that each Group Company and each of its servants, agents, sub-contractors or the servants of any such sub-contractors shall comply with:
- (a) all applicable laws, statutes, regulations and codes from time to time in force including but not limited to:
 - (i) the Official Secrets Acts 1911 to 1989;
 - (ii) the Nuclear Installations Acts 1965 and 1969;
 - (iii) section 11 of the Atomic Energy Act 1946; and
 - (iv) section 182 of the Finance Act 1989; and
 - (b) the Mandatory Policies.
- 28.2 UKNNL may terminate the Contract with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of Condition 28.1.

29. Procurement process

The Supplier warrants and represents to UKNNL 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 UKNNL in writing prior to the date of the Contract.

30. Governing law and jurisdiction

- 30.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.



- 30.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter or formation (including non-contractual disputes or claims).