



Terms and Conditions of Purchase (Articles)

1. Interpretation

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

Articles: the articles (or any part of them) set out in the Purchase Order.

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 Articles 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.

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.

In-put Material: any Document, information and materials provided by UKNNL relating to the Articles 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 Articles as set out on its official order form, incorporating these Conditions and any Document referred to therein.

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.

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 Articles 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 or delivery of the Articles.

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

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 Articles.

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 23, 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 Supplier Documents, samples and similar not agreed by UKNNL.
- 2.2 Each Purchase Order for Articles 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 No terms or conditions endorsed upon, delivered with or contained in the Supplier's (or any sub-contractor'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.
- 2.4 The Contract may be amended by the agreement of both parties with such agreement recorded in writing, signed by duly authorised representatives of both parties in accordance with condition 23.
- 2.5 A separate Purchase Order will be issued by UKNNL for each requirement for a quantity of Articles. Each Purchase Order shall (unless agreed otherwise in writing signed by UKNNL's Procurement Representative) be subject to these Conditions.
- 2.6 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.
- 2.7 The Supplier shall promptly sign and return the acknowledgment of order section relating to any Purchase Order issued by UKNNL. The Supplier shall review the Contract as soon as reasonably practicable and will promptly confirm the terms of the Contract as being agreed or notify UKNNL of any issues or comments. The Supplier agrees that if it does not so respond to confirm or query the Contract within seven (7) days from the date of sending then the provisions of such Contract shall be deemed to apply between the parties.

3. Manufacture, quality and packing

- 3.1 The Articles supplied to UKNNL by the Supplier under the Contract shall:
- (a) be of the best available design, of the best quality, material and workmanship, be without fault and conform in all respects with the Purchase Order and any samples, patterns, specifications, plans, drawings or any other UKNNL Document supplied or advised by UKNNL to the Supplier;
 - (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by UKNNL expressly or by implication, and in this respect UKNNL relies on the Supplier's skill and judgement.
 - (c) where they are manufactured products, be free from defects in design, material and workmanship and remain so for a minimum of twelve (12) months or such longer period agreed between the parties after delivery; and
 - (d) comply with:
 - (i) all applicable statutory and regulatory requirements; and
 - (ii) accreditations specified in the Purchase Order (if any) and all generally accepted industry standards and practices that are applicable
- relating to the manufacture, labelling, packaging, storage, handling and delivery of the Articles.
- 3.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.
- 3.3 UKNNL shall have the right to inspect and test the Articles at any time before delivery.
- 3.4 If the results of the inspections and/or tests in condition 3.3 cause UKNNL to be of the opinion that the Articles do not conform or are unlikely to conform with the Supplier's undertakings in condition 3.1, UKNNL shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure conformity and UKNNL shall have the right to require and witness further testing and inspection (to be carried out at the Supplier's expense).



3.5 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Articles and any such inspection or testing shall not diminish or otherwise affect the Supplier's obligations under the Contract.

3.6 If any of the Articles fail to comply with the provisions set out in condition 3, UKNNL shall be entitled to avail itself of any one or more remedies listed in condition 5.

4. Delivery

4.1 The Supplier shall ensure that:

- (a) the Articles are properly packed and secured in such manner as to enable them to reach their destination in good condition; and
- (b) each delivery of the Articles is accompanied by a delivery note which shows the date of the Purchase Order, the Purchase Order number (if any), the type and quantity of the Articles (including the code number of the Articles, where applicable), special storage instructions (if any) and, if the Articles are being delivered by instalments, the outstanding balance of Articles remaining to be delivered.

4.2 Unless otherwise agreed between the parties, 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 of the Articles as stated in the Purchase Order.

4.3 The Supplier shall deliver the Articles:

- (a) on the date specified in the Purchase Order (time for delivery shall be of the essence), (**Delivery Date**);
- (b) to UKNNL's premises specified in the Purchase Order or as instructed by UKNNL prior to delivery (**Delivery Location**);
- (c) during UKNNL's normal business hours, or as instructed by UKNNL; and
- (d) at the Supplier's own risk (including any offloading).

4.4 Delivery of the Articles shall be completed on the completion of unloading the Articles at the Delivery Location in compliance with all transport and delivery instructions provided by UKNNL.

4.5 Where UKNNL agrees in writing to accept delivery by instalments, the Contract shall be construed as a single contract in respect of each instalment. Nevertheless, failure by the Supplier to deliver any one instalment shall entitle UKNNL, at its option, to treat the whole Contract as repudiated.

4.6 If the Articles are delivered to UKNNL in excess of the quantities ordered, UKNNL shall not be bound to pay for the excess and any excess shall be and shall remain at the Supplier's risk and shall be returnable at the Supplier's expense.

4.7 UKNNL shall not be deemed to have accepted the Articles until it has had five (5) working days to inspect them following delivery. UKNNL shall also have the right to reject the Articles as though they had not been accepted for five (5) working days after any latent defect in the Articles has become apparent.

4.8 The Supplier shall:

- (a) observe, and ensure that the Supplier's Personnel observe all health and safety rules and regulations and any other security requirements that apply on the Site. The Supplier shall be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract. UKNNL reserves the right to refuse any of the Supplier's Personnel to the Site, which shall only be given to the extent necessary for the supply and delivery of the Articles;
- (b) notify UKNNL as soon as it becomes aware of any health and safety hazards or issues which arise in relation to the supply and delivery of the Articles.



5. Remedies

- 5.1 Without prejudice to any other right or remedy which UKNNL may have, if the Articles do not comply with condition 3, or are not delivered in accordance with condition 4, then without limiting any of its other rights or remedies, UKNNL shall have the right to any one or more of the following remedies, whether or not it has accepted the Articles:
- (a) to terminate the Contract;
 - (b) to reject the Articles (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;
 - (c) to require the Supplier to repair or replace the rejected Articles, or to provide a full refund of the price of the rejected Articles (if paid);
 - (d) to refuse to accept any subsequent delivery of the Articles which the Supplier attempts to make;
 - (e) to recover from the Supplier any costs incurred by UKNNL in obtaining substitute Articles from a third party; and
 - (f) to claim damages for any other costs, loss or expenses incurred by UKNNL which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.
- 5.2 These Conditions shall apply to any repaired or replacement Articles supplied by the Supplier.
- 5.3 UKNNL's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

6. Title and risk

- 6.1 The Articles shall remain at the risk of the Supplier until delivery to UKNNL is complete in accordance with the Contract (including off-loading as set out in condition 4.3(d)).
- 6.2 Title in the Articles shall pass to UKNNL on delivery, unless payment for the Articles is made prior to delivery, when it shall pass to UKNNL once payment has been made.

7. Price

- 7.1 The price of the Articles shall be stated in the Purchase Order and unless otherwise agreed in writing by UKNNL shall be:
- (a) exclusive of VAT; but
 - (b) inclusive of all other charges including the cost of packaging, insurance, transport, delivery and any duties or taxes.
- 7.2 No variation in the price nor extra charges shall be accepted by UKNNL unless agreed in writing under condition 23.

8. Payment

- 8.1 UKNNL shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on a supply of Articles.
- 8.2 The Supplier shall submit a valid invoice to UKNNL for payment within six (6) months of Delivery Date (**Payment Period**). The Supplier recognises that UKNNL 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.
- 8.3 UKNNL shall pay each invoice which is properly due and submitted to it by the Supplier within 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.



8.4 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. In relation to payments disputed in good faith, interest under condition 8.4 is payable only after the dispute is resolved, on sums found or agreed to be due, from the due date until payment.

8.5 UKNNL may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to UKNNL against any liability of UKNNL to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract.

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:

(a) insurance that covers all items of the Supplier's Equipment that it (or a third party on its behalf) brings onto any UKNNL premises to enable the Supplier to supply the Articles pursuant to the Contract;

(b) insurance that covers all items of UKNNL's Equipment that it (or a third party on its behalf) uses to enable the Supplier to supply the Articles pursuant to the Contract

(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, together with receipts or other evidence of payment of the latest premiums due under those policies.

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 use or supply of the Articles (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 Articles 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. Limitation of liability

11.1 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 12 of the Sale of Goods Act 1979; or (d) breach of section 2 of the Consumer Protection Act 1987 or (e) any other liability which cannot be limited or excluded by applicable law; or (f) the indemnities contained in condition 10.1; or (g) the deliberate default or wilful misconduct of that party, its employees, agents or sub-contractors.

11.2 Subject to condition 11.1, 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.

11.3 Subject to condition 11.1, 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.

12. Confidentiality, UKNNL's property and the Supplier's property

12.1 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 UKNNL in connection therewith or any of the Deliverables 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 sub-contractor, 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 UKNNL; and
- (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 UKNNL.

12.2 Any disclosure to any person permitted under condition **Error! Reference source not found.** shall (to the fullest extent possible) be made in confidence and, where pursuant to condition 12(a), shall extend so far only as may be necessary for the purpose of the Contract.

12.3 The Supplier shall not make use of the Contract, Deliverables or any specification or other thing mentioned in condition **Error! Reference source not found.** otherwise than for the purpose of the Contract, and, save as provided for in condition 12.4, the Supplier shall not make any articles or part thereof similar to the Articles for any other purpose.

12.4 Subject to any rights of third parties, nothing in condition 12 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.

12.5 Any original or master specification, plan, drawing, pattern, sample, information or data (including any computer data and/or software package) mentioned in condition **Error! Reference source not found.** issued or furnished by or on behalf of UKNNL remains the property of UKNNL and must be returned to UKNNL 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 UKNNL.

- 12.6 For the avoidance of doubt, and subject to the other terms of the Contract, the terms of condition 12 shall continue to apply notwithstanding termination of the Contract or any other cessation of any business relationship between the Parties.
- 12.7 The Supplier shall be responsible for all loss or damage howsoever arising to the Supplier's Equipment brought on to the Site for the delivery of the Articles.
- 12.8 The Supplier's Equipment brought on Site shall stand at the sole risk of the Supplier except in respect of loss or damage caused by the neglect or default of a servant of UKNNL acting in the course of his employment as such.

13. Intellectual Property Rights

- 13.1 Subject to any pre-existing rights of any third party (for these purposes referred to as **Background IPR**), the Deliverables and all Intellectual Property Rights therein (being referred to as **Foreground IPR**) shall become the absolute property of UKNNL.
- 13.2 Without prejudice to Condition 13.4 or 13.7, UKNNL shall have the right, free of any payment to the Supplier, to use the Results (together with any Background IPR of the Supplier (**Supplier Background IPR**) to the extent necessary to enable such use) for any purpose notwithstanding any intellectual property or other rights owned or controlled at any time by the Supplier.
- 13.3 UKNNL shall determine what if any patent or like protection shall be sought for any of the Deliverables 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. The Supplier shall use all reasonable endeavours to ensure that its employees and representatives shall give all reasonable assistance requested by UKNNL to enable it to seek and obtain such protection.
- 13.4 The Supplier shall assign to UKNNL the copyright and all other Foreground IPR in all Documents prepared by it for UKNNL under the Contract and UKNNL shall have the right to make such use as it thinks fit of such Documents without further payment to the Supplier. The Supplier shall ensure that all Documents prepared by it for UKNNL, not already pre-printed to the effect that copyright belongs to the United Kingdom National Nuclear Laboratory Limited, bear the wording on the cover and first page "Copyright in this document (or drawing) belongs to the United Kingdom National Nuclear Laboratory Limited". Where the form of results prepared by the Supplier for UKNNL does not readily allow such a method of marking then they shall be similarly endorsed in the most suitable manner available.
- 13.5 Upon the provision of the Articles, and at the option of UKNNL, the Supplier may be required to transmit to UKNNL all Documents and other information and data necessary to enable the Deliverables and/or Foreground IPR to be furnished to and used by UKNNL in accordance with the Contract. Such transmission shall be in an industry format on industry standard media.
- 13.6 Without prejudice to any requirement of the Supplier to furnish reports to UKNNL as specified in the Contract, the Supplier shall make a full report to UKNNL 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.
- 13.7 The Supplier acknowledges and agrees that the Foreground IPR (or any part thereof) belongs to UKNNL (whether created by the Supplier or by any sub-contractor) and accordingly:
- (a) the Supplier shall assign to UKNNL all its rights, title and interest in any country of the world in and to any such Foreground IPR (or any part thereof), together with any extensions, renewals, reversions and revivals of such intellectual property (together with all its proprietary rights in the physical materials in or on which such Foreground IPR and/or Results are contained or embodied) free from any third party loan, charge or other encumbrance.



- (b) the Supplier shall use all reasonable endeavours to procure the assignment to UKNNL of any Foreground IPR (or any part thereof) owned in any country of the world by any of its sub-contractors or any other third party commissioned by it to produce materials on its behalf in connection with any work (and any such third party shall be deemed for the purposes of Condition 13 to be a sub-contractor), together with any extensions, renewals, reversions and revivals of any such intellectual property, (together with all its proprietary rights in the physical materials in or on which such intellectual property and/or Deliverables are contained or embodied) free from any third party loan, charge or other encumbrance; and
- (c) the Supplier shall waive or use all reasonable endeavours to procure the waiver of (or if applicable hereby waives) any and all moral rights in the Deliverables (or any part thereof) to which it or any sub-contractor may be entitled under the Copyright Designs and Patents Act 1988 or any similar or analogous law in any jurisdiction.

13.8 The Supplier warrants and represents to UKNNL that:

- (a) it has the legal capacity, right, power and authority or shall use all reasonable endeavours to procure from sub-contractors the right and authority to enter into such assignment or licence of the intellectual property as is provided for in the Contract;
- (b) it is, or shall use all reasonable endeavours to become, the legal and beneficial owner of the Deliverables and the Foreground IPR (and each part thereof);
- (c) it has not entered nor shall it enter without the prior written consent of UKNNL into any agreement or arrangement (whether or not legally enforceable) for the assignment or licensing or other use of the Deliverables (or any part thereof) which would in any way prevent, restrict or otherwise inhibit UKNNL's use and exploitation of the Deliverables and the Foreground IPR (or any part thereof); and
- (d) 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.

14. Compliance with laws and policies

14.1 In performing its obligations under the Contract, the Supplier shall and shall procure that each member of its Group 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 provisions of the Official Secrets Acts 1911 to 1989;
 - (ii) the Nuclear Installations Acts 1965 and 1969;
 - (iii) section 182 of the Finance Act 1989; and
 - (iv) section 182 of the Finance Act 1989; and
- (b) the Mandatory Policies.

14.2 UKNNL may terminate the Contract with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of UKNNL's anti-slavery and human trafficking policy (as amended, updated and notified to the Supplier from time to time).

15. Modern Slavery



- 15.1 Notwithstanding the provisions of condition 14, 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.
- 15.2 UKNNL may terminate the Contract with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of condition 15.

16. Corrupt gifts and payments of commission

- 16.1 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.
- 16.2 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.
- 16.3 Breach of condition 16.1 shall entitle UKNNL to terminate the Contract by written notice with immediate effect.

17. Data protection

- 17.1 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.
- 17.2 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**).
- 17.3 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.
- 17.4 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.
- 17.5 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.
- 17.6 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.
- 17.7 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.

18. Freedom of information

18.1 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 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.

18.2 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.

18.3 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.

18.4 For the purpose of condition 18, Information has the meaning given under section 84 of FOIA.

19. 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.

20. Termination

20.1 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 (a) loss of anticipated profits or (b) any consequential, special or indirect loss.



- 20.2 Without prejudice to any other rights or remedies of UKNNL, including pursuant to condition 20.1, 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); or
- 20.3 Where UKNNL has determined the Contract under condition 20.2, 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 20.2.
- 20.4 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.
- 20.5 Without prejudice to any other rights or remedies of UKNNL, including pursuant to condition 20.1, 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 modified 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.

20.6 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 including any UKNNL Document. 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 12; and
- (b) all specifications, programs (including source codes) and other Supplier 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 13, who shall be entitled to enter the premises of the Supplier to take possession of them.

20.7 If the Supplier fails to fulfil its obligations under condition 20.6, 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.

20.8 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.

20.9 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.

21. Force majeure

UKNNL reserves the right to defer the date of delivery of the Articles, or payment, or to cancel the Contract, or reduce the volume of the Articles 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.

22. Assignment and other dealings

22.1 UKNNL may assign the Contract or any part of it to any person.

22.2 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.

22.3 If UKNNL approves the appointment of a sub-contractor, the sub-contractor shall in all cases be bound by the Conditions of the Contract and the Supplier shall include provisions to this effect in any such sub-contract or order, including those set out in condition 22.4.



- 22.4 The Supplier shall ensure that all sub-contracts (which in this condition 22 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 22.4 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.
- 22.5 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 thirty (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).
- 22.6 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.
- 22.7 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 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.

23. 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.

24. Waiver, rights and remedies

- 24.1 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.
- 24.2 Unless specifically provided otherwise, rights and remedies arising under the Contract are cumulative and do not exclude rights or remedies provided by law.

25. Severance

- 25.1 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.



25.2 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.

26. Entire agreement

26.1 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.

26.2 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.

27. No partnership or agency

27.1 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.

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

28. 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.

29. Notices

29.1 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, 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.

29.2 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.

29.3 Condition 29 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.

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).