

## ORDER FORM

|                               |  |                       |  |
|-------------------------------|--|-----------------------|--|
| Start Date                    |  | CONTRACT/Framework NO |  |
| Effective Date (if different) |  |                       |  |
| Term                          | From:  | To:                   |  |
| Extension                     | <input type="checkbox"/> No<br><input type="checkbox"/> Yes - Term may extend beyond the termination or expiry for further periods of up to 12 months, up to a maximum of four (4) years from the Commencement Date.   |                       |  |
| Cap on Liability              |  | Warranty Period       |  |
| Award Letter (if any)         | <input type="checkbox"/> Letter dated: 00/00/20XX between the Supplier and Buyer in these Contract Particulars<br><input type="checkbox"/> Not applicable  |                       |  |
| Supplier                      | <input type="checkbox"/> [legal entity name] incorporated and registered in England and Wales with company number [ ] whose registered office is at<br><input type="checkbox"/> INTERNATIONAL NUCLEAR SERVICES LIMITED (trading as Nuclear Transport Solutions) incorporated and registered in England and Wales with company number 1144352 whose registered office is at Herdus House, Westlakes Science & Technology Park, Moor Row, Cumbria CA24 3HU<br><input type="checkbox"/> DIRECT RAIL SERVICES LIMITED a company incorporated in England and Wales under number 03020822 whose registered office is at Herdus House Ingwell Drive, Westlakes Science & Technology Park, Moor Row, Cumbria, CA24 3HU<br>Email: |                       |  |
| Buyer                         | <input type="checkbox"/> [legal entity name] incorporated and registered in England and Wales with company number [ ] whose registered office is at<br><input type="checkbox"/> INTERNATIONAL NUCLEAR SERVICES LIMITED (trading as Nuclear Transport Solutions) incorporated and registered in England and Wales with company number 1144352 whose registered office is at Herdus House, Westlakes Science & Technology Park, Moor Row, Cumbria CA24 3HU<br><input type="checkbox"/> DIRECT RAIL SERVICES LIMITED a company incorporated in England and Wales under number 03020822 whose registered office is at Herdus House Ingwell Drive, Westlakes Science & Technology Park, Moor Row, Cumbria, CA24 3HU<br>Email  |                       |  |
| Deliverable                   | <input type="checkbox"/> Services Description (including Consulting)<br>[To be performed at [Insert description of premises (including whether they are the Buyer's premises, the Supplier's premises and/or a third party's premises and in each case the address)].]   |                       |  |
|                               | <input type="checkbox"/> Goods<br>[Description:<br>Delivered in accordance with the following instructions:<br>Delivery Address: [Insert delivery address, including telephone number of receiving individual]<br>Date of Delivery: [Insert date of delivery]  |                       |  |
| Specification                 | The specification of the Deliverables is as set out [below: ][in Schedule 1][in the Supplier's tender dated insert date and which is deemed incorporated into this Contract]   |                       |  |
| Charges                       | The Charges for the Deliverables shall be as set out [below/ In Schedule 2 / the Supplier's tender dated [insert date]].   |                       |  |

|   |  |   |
|---|--|---|
| Key Personnel   | Buyer:<br>[Insert] name<br>and address of Buyer<br><br>Attention: [Insert title]<br><br>Email: [Insert email address]  | Supplier:<br>[Insert] name<br>and address of Supplier<br><br>Attention: [Insert title]<br><br>Email: [Insert email address]   |
| Payment   | All invoices must be sent, quoting a valid purchase order number (PO Number), to:<br>[Insert address].<br><br>Upon receipt of countersigned copy of this Order Form, the Buyer will send a unique PO Number. The Supplier must be in receipt of a valid PO Number before submitting an invoice.<br><br>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of the relevant contact (eg Contract Manager). Non-compliant invoices will be sent back to the Supplier, which may lead to a delay in payment.<br><br>Any query regarding an outstanding payment please contact the accounts payable department using the following information:<br><br>[Insert email address]  |   |
| Applicable Schedules<br>(tick relevant Schedule if any) | <input type="checkbox"/> 01. Specification<br><input type="checkbox"/> 02. Charges<br><input type="checkbox"/> 03. Service Levels (Services only)<br><input type="checkbox"/> 04. Data Protection<br><input type="checkbox"/> 05. Security<br><input type="checkbox"/> 06. Tender/Supplier Proposal<br><input type="checkbox"/> 07. Staff Transfer (Tupe)<br><input type="checkbox"/> 08. Parent Company Guarantee<br><input type="checkbox"/> 09. Call off<br><input type="checkbox"/> 10. Transparency Reports<br><input type="checkbox"/> 11. Implementation Plan and Testing<br><input type="checkbox"/> 12. Installation Works<br><input type="checkbox"/> 13. Continuous Improvement<br><input type="checkbox"/> 14. Benchmarking<br><input type="checkbox"/> 15. Contract Management<br><input type="checkbox"/> 16. Business Continuity and Disaster Recovery<br><input type="checkbox"/> 17. Service Recipients | <input type="checkbox"/> 18. Variation Procedure<br><input type="checkbox"/> 19. Financial Difficulties<br><input type="checkbox"/> 20. Rectification Plan<br><input type="checkbox"/> 21. Sustainability<br><input type="checkbox"/> 22. Key Subcontractors<br><input type="checkbox"/> 23. ICT Services (eg SaaS; IaaS; PaaS)<br><input type="checkbox"/> 24. Key Supplier Staff ie Key Personnel<br><input type="checkbox"/> 25. Exit Management<br><input type="checkbox"/> 26. Buyer Specific Terms<br><input type="checkbox"/> 27. Indemnities<br><input type="checkbox"/> 28. Supply Chain Visibility<br><input type="checkbox"/> 29. Insurance<br><input type="checkbox"/> 30. Intellectual Property Rights<br><input type="checkbox"/> 31. Special Conditions<br>31a.<br><input type="checkbox"/> 31a. Special Conditions – Change Request Table<br><input type="checkbox"/> 32. Storage |
| Business  | <input type="checkbox"/> Rail <input type="checkbox"/> Shipping <input type="checkbox"/> Solutions   |   |

This Order Form, the General Conditions for the Purchase of Goods and/or Services and the Schedules (if any) make up the contract (together "this Contract") and by signing this Order Form the parties below are accepting their terms and are entering into a legally binding contract: For the avoidance of doubt the (1) the Schedules shall take precedence over the General Conditions for the for the Purchase of Goods and/or Services; and (2) any terms and conditions purported to be imposed outside of this Contract shall not be binding on the Parties hereto for the subject matter herein.

|                |                |
|----------------|----------------|
| Supplier       | Buyer          |
| Signed by      | Signed by      |
| Print Name     | Print Name     |
| Print Position | Print Position |
| Date:          | Date           |

**GENERAL CONDITIONS FOR THE PURCHASE OF GOODS AND/OR SERVICES (this Contract)**

**1 Definitions – See Schedule 1**

**2 Understanding this Contract**

In this Contract, unless the context otherwise requires:

- 2.1 references to numbered clauses are references to the relevant clause in this Contract;
- 2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 2.3 the headings in this Contract are for information only and do not affect the interpretation of this Contract;
- 2.4 references to "writing" include e-mail but not fax;
- 2.5 the singular includes the plural and vice versa;
- 2.6 a reference to any law includes a reference to that law as amended, extended, consolidated or re-enacted from time to time and to any legislation or byelaw made under that law; and
- 2.7 the word 'including', "for example" and similar words shall be understood as if they were immediately followed by the words "without limitation".

**3 How this Contract works**

- 3.1 This Contract starts on the Effective Date for the Term as set out on the Order Form and may be extended by agreement of the Parties.
- 3.2 The Order Form is an offer by the Buyer to purchase the Deliverables and is subject to the provisions of this Contract.
- 3.3 The Supplier is deemed to accept the offer in the Order Form when the Buyer receives a copy of the Order Form signed by the Supplier.
- 3.4 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of the Deliverables are and remain true and accurate.

**4 What needs to be Delivered**

**4.1 All Deliverables**

- (a) The Supplier must provide Deliverables: (i) in accordance with the Specification and any Tender or Proposal; (ii) using Good Industry Practice; (iii) on the dates agreed; (iv) in accordance with the Buyers policies and procedures notified to the Supplier; and (vi) that comply with all relevant laws.
- (b) Unless stated to contrary in the Order Form, the Supplier must provide Deliverables with a warranty of at least 12 months unless the Parties agree another warranty period.
- (c) Following Delivery of the Deliverables, the Supplier shall invoice the Buyer as specified in clause 5 of this Contract. Each invoice shall include such supporting information required by the Buyer to verify the accuracy

of the invoice, including the relevant Purchase Order Number and a breakdown of the Deliverable supplied in the invoice period.

(d) The Buyer shall have the right to: inspect the Deliverable at the Supplier's premises (where possible) and the works of the Supplier's sub-contractors at all reasonable times; and to reject any Deliverable that does not comply with this Contract. Any inspection, approval or acceptance given on behalf of the Buyer shall not relieve the Supplier from its obligations under this Contract.

**4.2 Goods clauses**

- (a) All manufacturer warranties covering the Goods must be assignable to the Buyer and on request be assigned to the Buyer for free; alternatively, the Supplier can provide evidence that the Buyer will be given adequate protection against a breach of warranty.
- (b) The Supplier transfers ownership of the Goods on completion of Delivery (including off-loading and stacking) or payment for those Goods, whichever is earlier.
- (c) Risk in the Goods transfers to the Buyer on Delivery, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within ten Working Days of Delivery.
- (d) The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership to the Buyer.
- (e) The Supplier must Deliver the Goods safely and undamaged on the date and to the specified location during the Buyer's working hours, unless otherwise agreed in advance and in writing between the parties.
- (f) All Deliveries must have a Delivery note attached that specifies all relevant and pertinent details including but not limited to: the order number, type and quantity of Goods and any material codes.
- (i) The Supplier must provide all information and instructions that the Buyer needs to make use of the Goods.
- (g) The Supplier will notify the Buyer of any request that Goods are returned to it or the manufacturer after the discovery of safety issues or defects that might endanger health or hinder performance and the Supplier shall, without prejudice to clause 12.2 be liable to the Buyer for all the costs arising as a result of any such request.
- (h) The Buyer can cancel any order or part order of Goods which has not been Delivered. Where the Buyer gives notice to terminate, then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- (i) The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option acting reasonably) any Goods that the Buyer rejects because they don't conform with clause 4.2. If the Supplier doesn't do this it will pay the Buyer's reasonable and properly incurred costs including repair or re-supply by a third party. The Buyer shall use all reasonable endeavours to mitigate any loss.
- (j) The Buyer will not be liable for any actions, claims, costs and expenses incurred by the Supplier or any third party during Delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Buyer or its servant or agent. If the Buyer suffers or incurs any

damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation then the Supplier shall be liable for all losses, charges costs or expenses which arise.

#### **4.3 Services clauses**

- (a) Late Delivery of the Services will be a breach of this Contract .
- (b) The Supplier must co-operate with the Buyer and third party Suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with the Buyer's reasonable instructions including any safety or security requirements.
- (c) The Buyer must provide the Supplier with reasonable access to its premises at reasonable times for the purpose of supplying the Services when necessary.
- (d) The Supplier must at its own risk and expense provide all equipment required to Deliver the Services. Any equipment provided by the Buyer to the Supplier remains the property of the Buyer.
- (e) The Supplier must allocate sufficient resources and appropriate expertise to Deliver the Services under this Contract.
- (f) The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- (g) On completion of the Services, the Supplier is responsible for leaving the Buyer's premises in a clean, safe and tidy condition making good any damage that it has caused, other than fair wear and tear.
- (h) The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects and that Services are Delivered in accordance with Good Industry Practice.
- (i) The Buyer is entitled to withhold payment for partially or undelivered Services that are not Delivered, but doing so does not stop it from using its other rights under this Contract.

#### **5 Pricing and payments**

**5.1** In exchange for providing the Deliverables, the Supplier shall be entitled to invoice the Buyer for the charges in the Order Form. The Supplier shall raise invoices promptly and in any event within 90 days from when the Charges are due.

**5.2** All Charges:

- (a) exclude VAT, which is payable on provision of a valid VAT invoice; and
- (b) include all costs connected with the supply of Deliverables.

**5.3** The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the Order Form.

**5.4** A Supplier invoice shall as far as possible include:

- (a) includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer; and
- (b) includes a detailed breakdown of Deliverables which have been Delivered (if any).

**5.5** If there is a dispute between the Parties as to the amount invoiced, the Buyer shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate this Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the

dispute resolution procedure detailed in clause 33.

**5.6** The Buyer may retain or set-off payment of any amount owed to it by the Supplier if reasonable notice and genuine reasons relating to Supplier fault are provided.

**5.7** The Supplier must ensure that all subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, the Buyer can publish the details of the late payment or non-payment.

**5.8** The Supplier shall, at the request of the Buyer, send copies of each sub-contract, to the Buyer as soon as is reasonably practicable and where the Supplier does not or is unable to disclose sub-contracts the Supplier confirms that all sub-contracts will contain terms similar to those herein.

#### **6 The Buyer's obligations to the Supplier**

**6.1** If Supplier fails to comply with this Contract as a result of a Buyer Cause:

- (a) the Buyer cannot terminate this Contract under clause 11;
- (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability under this Contract;
- (c) the Supplier is entitled to additional time needed to Deliver the Deliverables;
- (d) the Supplier cannot suspend the ongoing supply of Deliverables.

**6.2** The Supplier shall use all reasonable endeavours to:

- (a) give notice to the Buyer within 10 Working Days of becoming aware;
- (b) demonstrate that the failure only happened because of the Buyer Cause; and
- (c) mitigate the impact of the Buyer Cause.

#### **7 Record keeping and reporting**

**7.1** The Supplier must ensure that suitably qualified representatives attend progress meetings with the Buyer and provide progress reports when specified in the Order Form.

**7.2** The Supplier must keep and maintain full and accurate records and accounts on everything to do with this Contract for seven years after the date of expiry or termination of this Contract.

**7.3** The Supplier must allow any auditor appointed by the Buyer access to their premises to verify all contract accounts and records of everything to do with this Contract and provide copies to the appointed auditor. The Buyer must comply with the Supplier's security requirements at its premises.

**7.4** The Supplier must provide information to the auditor and reasonable co-operation at the auditor's request.

**7.5** If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

- (a) tell the Buyer and give reasons;
- (b) propose corrective action;
- (c) provide a deadline for completing the corrective action.

**7.6** If the Buyer, acting reasonably, is concerned as to the financial stability of the Supplier such that it may impact on the continued

performance of this Contract:

(a) then the Buyer may require that the Supplier provide to the Buyer (for its approval) a plan setting out how the Supplier will ensure continued performance of this Contract and the Supplier will make changes to such plan as reasonably required by the Buyer and once it is agreed then the Supplier shall act in accordance with such plan and report to the Buyer on demand; and

(b) if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Buyer or fails to implement or provide updates on progress with the plan, the Buyer may terminate this Contract immediately for material breach (or on such date as the Buyer notifies).

## **8 Supplier Staff**

**8.1** The Supplier Staff involved in the performance of this Contract must (when relevant):

(a) be appropriately trained and qualified;

(b) be vetted using Good Industry Practice and in accordance with the Buyer's Staff Vetting Procedures or a substantially equivalent Supplier procedure; and

(c) comply with all conduct requirements when on the Buyer's premises.

**8.2** Where a Buyer decides one of the Supplier's Staff is not suitable to work on this Contract, the Supplier will make all reasonable endeavours to replace them with a suitably qualified alternative.

**8.3** If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach clause 8.

**8.4** The Supplier must provide a list of Supplier Staff needing to access the Buyer's premises to perform this Contract and say why access is required.

**8.5** The Supplier will be liable to the Buyer for all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

**8.6** The Supplier shall use those persons nominated in the Order Form (if any) to provide the Deliverables and shall not remove or replace any of them unless:

(a) requested to do so by the Buyer (not to be unreasonably withheld or delayed);

(b) the person concerned resigns, retires, dies or is on maternity, paternity, adoption or long-term sick leave; or

(c) the person's employment or contractual arrangement with the Supplier or any subcontractor is terminated for material breach of contract by the worker.

**8.7** Nothing in this Contract will render any Supplier's Staff, an employee, agent or partner of the Buyer by virtue of the provision of the Deliverables by the Supplier under this Contract. The Supplier shall be responsible for making appropriate deductions for tax and national insurance contributions from the remuneration paid to the Supplier's Staff. The Supplier shall not assign a specific member of Supplier Staff to provide the Deliverables or any other services under this Contract on a full time basis. In the event that any Supplier Staff makes a claim against the Buyer claiming that they have transferred under the transfer regulations

(a "Transfer Claim"), the Supplier will indemnify the Buyer against such a Transfer Claim. The Buyer will not settle the Transfer Claim without the consent of the Supplier. The Supplier may at its option have conduct of the Transfer Claim.

**8.8** The Buyer is not under an obligation to provide offices or other accommodation or facilities or services (including telephony and it services) to the Supplier except as may be specified in the Specification.

**8.9** During the Term and without prejudice to any of the Buyer's other rights, powers or remedies, the Buyer may (without liability to the Supplier) deny any Supplier Staff access to any of the Buyer's sites and/or require any Supplier Staff to be immediately removed from providing the Deliverables, if such Supplier Staff in the Buyer's reasonable view is unsuitable to provide the Services, has not been properly trained as required for this Contract, or is otherwise incompetent, negligent, guilty of misconduct or could be a danger to any person. The Buyer shall notify the Supplier of such denial and/or requirement in writing (save in the event of an emergency) and the Supplier shall redeploy that person to work un-associated with the Deliverables and provide a suitable replacement where possible (with the Buyer's consent).

**8.10** The Supplier shall use reasonable endeavours to minimise any disruption caused due to changes in Key Personnel.

**8.11** Any replacements of the Key Personnel shall be subject to the prior written consent of the Buyer (not to be unreasonably withheld or delayed). Such replacement shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Deliverables.

## **9 Rights and protection**

**9.1** The Supplier and the Buyer each warrant and represent that:

(a) it has full capacity and authority to enter into and to perform this Contract;

(b) this Contract is executed by its authorised representative;

(c) it is a legally valid and existing organisation incorporated in the place it was formed;

(d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform this Contract;

(e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under this Contract;

(f) it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform this Contract; and

(g) it is not impacted by an Insolvency Event.

**9.2** The warranties and representations in clause 9.1 are repeated each time the Supplier provides Deliverables under this Contract.

**9.3** The Supplier is fully liable to the Buyer for each of the following:

(a) wilful misconduct of the Supplier, any of its subcontractor and/or Supplier Staff that impacts this Contract;

(b) non-payment by the Supplier of any tax or National Insurance.

**9.4** If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Buyer.

**9.5** All third party warranties and indemnities covering the Deliverables must be assigned (or assignable) for the Buyer's benefit by the Supplier where there is no impediment prohibiting such an assignment.

#### **10 Intellectual Property Rights (IPR)**

**10.1** Each Party keeps ownership of its own Existing IPR. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it and its sub-licensees to both:

- (a) receive and use the Deliverables; and
- (b) use the New IPR.

**10.2** Any New IPR created under this Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any of its Existing IPR for the purpose of fulfilling its obligations under this Contract and a perpetual, royalty-free, non-exclusive licence to use any New IPR.

**10.3** Where a Party acquires ownership of intellectual property rights incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.

**10.4** Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in clause 10 or otherwise agreed in writing.

**10.5** If any claim is made against either Party for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an "IPR claim"), then the defaulting Party is liable to the Innocent Party for all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR claim.

**10.6** If an IPR claim is made or anticipated the Supplier must at its own expense and at the Buyer's sole option, either:

- (a) obtain for the Buyer the rights in clauses 10.1 and 10.2 without infringing any third party intellectual property rights; or
- (b) replace or modify the relevant item with substitutes that do not infringe, intellectual property rights without adversely affecting the functionality or performance of the Deliverables.

#### **11 Ending this Contract**

**11.1** This Contract starts and ends on the dates specified in the Order Form. This Contract may end earlier if: (a) required by law; or (b) as a result of any other provision of this Contract which leads to early termination.

**11.2** The Buyer can extend this Contract where set out in the Order Form in accordance with the terms in the Order Form.

##### **11.3 Ending this Contract without a reason in full or in part**

(a) The Buyer has the right to terminate this Contract in whole or in part (which for the avoidance of doubt shall include an Order) at any time without reason or liability by giving the Supplier not less than 30 days'

written notice and if this Contract is terminated clause 11.5(b) to 11.5(f) applies.

(b) Without prejudice to the generality of the foregoing, the Buyer shall pay such Charges or that part of the Charges for the Deliverables which have been Delivered to the Buyer or, on the deemed date of service of the notice of cancellation, are already in transit. The Buyer shall also pay the costs of materials which the Supplier has purchased to fulfil the Order for the Deliverable and which cannot be used for other orders or be returned to the Supplier for a refund. For the avoidance of doubt the Buyer shall not be liable for any loss of anticipated profits or any consequential loss.

##### **11.4 When the Buyer can end this Contract**

(a) If any of the following events happen, the Buyer has the right to immediately terminate this Contract by issuing a termination notice in writing to the Supplier:

- (i) if the Buyer discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time this Contract was awarded;
- (ii) a court declares that this Contract should not have been awarded to the Supplier.

(b) If any of the events in 73(1) (a) to (c) of the Regulations (substantial modification, exclusion of the Supplier, procurement infringement) happen, the Buyer has the right to immediately terminate this Contract and clause 11.5(b) to 11.5(f) applies.

##### **11.5 What happens if this Contract ends**

Where the Buyer terminates this Contract under clause

11.9 and 11.4(a) all of the following apply:

- (a) the Supplier is responsible for the Buyer's reasonable costs of procuring replacement Deliverables for the rest of the Term of this Contract;
- (b) accumulated rights of the Parties are not affected;
- (c) the Supplier must promptly delete or return the Buyer Data except where required to retain copies by law;
- (d) the Supplier must promptly return any of the Buyer's property provided under this Contract;
- (e) the Supplier must, at no cost to the Buyer, give all reasonable assistance to the Buyer and any incoming Supplier and co-operate fully in the handover and re-procurement;
- (f) the following clauses survive the termination of this Contract: 3.2, 6, 7.2, 9, 11, 14, 15, 16, 17, 18 and 34 and any clauses which are expressly or by implication intended to continue.

##### **11.6 When the Supplier can end this Contract**

(a) The Supplier can issue a reminder notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate this Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the higher, within 30 days of the date of the reminder notice.

(b) If a Supplier terminates this Contract under clause 11.6(a):

- (i) the Buyer must promptly pay all outstanding charges incurred to the Supplier;

(ii) the Buyer must pay the Supplier reasonable direct committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with evidence; the maximum value of this payment is limited to the total sum payable to the Supplier if this Contract had not been terminated;

(iii) clauses 11.5(c) to 11.5(f) apply.

#### **11.7 Partially ending and suspending this Contract**

(a) Where the Buyer has the right to terminate this Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends this Contract it can provide the Deliverables itself or buy them from a third party.

(b) The Buyer can only partially terminate or suspend this Contract if the remaining parts of it can still be used to effectively Deliver the intended purpose.

(c) The Parties must agree (in accordance with clause 24) any necessary variation required by clause 11.7, but the Supplier may not:

(i) reject the variation; and/or

(ii) increase the Charges, except where the right to partial termination is under clause 11.3.

(d) The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under clause 11.7.

#### **11.8 Declaration of Ineffectiveness and Public Procurement Termination Event.**

(a) In the event that a court makes a Declaration of Ineffectiveness, the Party in receipt of the notice (the Recipient) shall promptly notify the other Party.

(b) The Recipient may require the other Party to prepare a Cessation Plan. The Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Recipient shall reasonably determine an appropriate Cessation Plan.

(c) The Recipient shall pay the other Party's reasonable costs in assisting the Recipient in preparing, agreeing and complying with the Cessation Plan. The Recipient shall not be liable to the other Party for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Contract as a result of Public Procurement Termination Grounds.

(d) The provisions of this clause 11.8 shall survive any termination of this Contract following a Declaration of Ineffectiveness or termination on Public Procurement Termination Grounds.

#### **11.9 Mutually ending this Contract**

If any of the following events happen, to a Party the other Party has the right to immediately terminate this Contract by issuing a termination notice in writing:

(a) an Insolvency Event;

(b) a Party repeatedly breaches this Contract in a way to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the provisions of this Contract;

(c) a Party is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;

(d) a Party undergoes change of control (within the meaning of section 450 of the Corporation Tax Act 2010);

#### **12 How much you can be held responsible for**

**12.1** Each Party's total aggregate liability under or in connection with this Contract (whether in tort, contract or otherwise) is no more than 100% of the Charges paid or payable to the Supplier under this Contract which for the avoidance of doubt includes the sums paid or payable under all Call Off agreements entered into under this Contract.

**12.2** No Party is liable to the other for:

(a) any indirect losses;

(b) loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

**12.3** In spite of clause 12.1, neither party limits or excludes any of the following:

(a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;

(b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;

(c) any liability that cannot be excluded or limited by law.

**12.4** In spite of clause 12.1, the Supplier does not limit or exclude its liability under clauses 4.2(j), 4.2(j), 8.5, 9.3, 10.5, 13.2, or 30.2(b).

**12.5** Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with this Contract.

#### **12.6 Insurance**

(a) The Supplier shall at its own cost, effect and maintain with a reputable insurance company a policy or policies of insurance providing as a minimum the following types of cover throughout the Term:

(i) public liability insurance (not less than £10 million insurance cover); and  
(ii) employer's liability insurance (not less than £5 million insurance cover).

In addition the Supplier shall at its own cost, effect, and maintain with a reputable insurance company such other policies as are required for the Deliverable(s) and/or as set out in any Order Form.

#### **13 Obeying the law**

**13.1** The Supplier must, in connection with provision of the Deliverables, use reasonable endeavours to:

(a) comply and procure that its subcontractors comply with the Supplier Code of Conduct appearing at:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/779660/20190220-Supplier\\_Code\\_of\\_Conduct.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf)) and such other corporate social

responsibility requirements as the Buyer may notify to the Supplier from time to time;

(b) support the Buyer in fulfilling its duty under the Equality Act 2010;

(c) not use nor allow its subcontractors to use modern slavery, child labour or inhumane treatment;

**13.2** The Supplier shall be liable to the Buyer for any costs resulting from any default by the Supplier relating to any applicable law to do with this Contract.

#### **14 Data protection**

**14.1** Both Parties will comply with all applicable requirements of the Data Protection Legislation. This clause 14 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the Data Protection Legislation.

**14.2** The Parties each acknowledge and agree that they may need to process Personal Data relating to each Party's representatives (in their respective capacities as Controllers) in order to perform this Contract.

**14.3** Each Party shall process such Personal Data relating to each Party's representatives for the purposes set out in clause 14.2 in accordance with (a) their respective privacy policies and (b) Data Protection Legislation.

**14.4** Where and to the extent that a Party (the first Party) processes Personal Data for and on behalf of the other Party (the second Party) as part of the Deliverable, the second Party shall be deemed the Processor and the first Party shall be deemed the Controller.

**14.5** The second Party shall comply with the obligations imposed upon a Processor under the Data Protection Legislation and shall co-operate with the first Party and take all such action as are necessary to enable the first Party to comply with its obligations under the Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the first Party to breach any of its obligations under the Data Protection Legislation, expressly and without limitation:

(a) the Parties shall agree and document the nature of the processing in accordance with Article 28(3), and otherwise the Processor shall comply with the obligations set out in Article 28(2), (3), and (4) of the GDPR, any other duties as set out in the Data Protection Act 2018;

(b) no Personal Data shall be transferred outside the EEA without the express approval of the first Party and such approval is subject to such further conditions or requirements of the first Party;

(c) notification of any security breach, or breach of the Data Protection Legislation by the Processor shall be made promptly and no later than twenty-four hours after the Processor became aware of such incident.

**14.6** The second Party shall be liable and shall continue to be liable to the first Party and each of its group companies from and against all liabilities, costs, expenses, damages and losses (including all interest, penalties and legal costs and all other professional costs and expenses) suffered or incurred by the second Party and each its group companies arising out of or in connection with claims and proceedings arising from any breach of the first Party's obligations under this clause 14.

**14.7** For the avoidance of doubt the scope of Personal Data will be as follows:

1. **Personal Data:** employee names, email addresses and telephone numbers of the Parties to this Agreement.
2. **Permitted Purpose:** the performance of this Agreement.

3. **Permitted Recipients:** personnel of the Parties to this Agreement engaged in the performance of the Agreement.

#### **15 What you must keep confidential**

**15.1** Each Party must:

(a) keep all Confidential Information it receives confidential and secure;

(b) not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except for the purposes anticipated under this Contract;

(c) immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

**15.2** In spite of clause 15.1, a Party may disclose confidential information which it receives from the disclosing party in any of the following instances:

(a) where disclosure is required by applicable law;

(b) if the recipient Party already had the information without obligation of confidentiality;

(c) if the information was given to it by a third party without obligation of confidentiality;

(d) if the information was in the public domain;

(e) if the information was independently developed without access to the disclosing Party's Confidential Information;

(g) on a confidential basis, to its professional advisers and employees on a need-to-know basis. Employees must be under a general duty of confidentiality or must enter into a confidentiality agreement with the disclosing Party; (h) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that a Party transfers all or any part of its business to;

(i) if a Party (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;

(j) where requested by Parliament;

(k) under clauses 5.7 above and 16 below.

**15.3** Information which is exempt from disclosure by clause 16 is not Confidential Information.

**15.4** The Supplier must not make any press announcement or publicise this Contract or any part of it in any way, without the prior written consent of the Buyer and must take all reasonable steps to ensure that the Supplier's Staff do not either.

#### **16 When you can share information**

**16.1** The Supplier must tell the Buyer within 48 hours if it receives a Request for Information.

**16.2** Within the required timescales the Supplier must give the Buyer full co-operation and information needed so the Buyer can:

(a) comply with any Freedom of Information Act (FOIA) request;

(b) comply with any Environmental Information Regulations (EIR) request.

**16.3** The Buyer may talk to the Supplier to help it decide whether to



publish information pursuant to the FOIA.

#### **17 Invalid parts of this Contract**

If any part of this Contract is prohibited by law, it must be read as if it was removed from that Contract as far as possible without affecting the rest of this Contract, whether it's valid or enforceable.

#### **18 No other terms apply**

The provisions incorporated into this Contract are the entire agreement between the Parties.

#### **19 Other people's rights in this Contract**

No third parties may use this Contracts (Rights of Third Parties) Act (CRTPA) to enforce any term of this Contract unless stated (referring to CRTPA) in this Contract.

#### **20 Circumstances beyond your control**

**20.1** Any Party affected by a Force Majeure Event is excused from performing its obligations under this Contract while the inability to perform continues, if the Party affected:

- (a) provides written notice to the other Party;
- (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

**20.2** Either Party can partially or fully terminate this Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

**20.3** Where a Party terminates under clause 20.2:

- (a) each Party must cover its own losses;
- (b) clause 11.5(b) to 11.5(f) applies.

#### **21 Relationships created by this Contract**

This Contract does not create a partnership, joint venture or employment relationship.

#### **22 Giving up contract rights**

A partial or full waiver or relaxation of the terms of this Contract is only valid if it is stated to be a waiver in writing to the other Party.

#### **23 Transferring responsibilities**

**23.1** The Supplier cannot assign this Contract without the Buyer's written consent.

**23.2** If the Buyer is governed by the Regulations, the Buyer can assign, novate or transfer its contract or any part of it to any Crown body, public or private sector body (provided it complies with the Regulations) which performs the functions of the Buyer.

**23.3** When the Buyer uses its rights under clause 23.2 the Supplier must enter into a novation agreement in the form that the Buyer specifies.

**23.4** The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

**23.5** If the Buyer asks the Supplier for details about subcontractors, the Supplier must provide details of subcontractors at all levels of the supply chain including:

- (a) their name;
- (b) the scope of their appointment;
- (c) the duration of their appointment;

(d) a copy of the sub-contract or confirmation that the sub-contract contains terms similar to those herein.

#### **24 Changing this Contract**

**24.1** Either party can request a variation to this Contract which is only effective if agreed in writing and signed by both parties. The Buyer is not required to accept a variation request made by the Supplier.

#### **25 How to communicate about this Contract**

**25.1** All notices under this Contract must be in writing and are considered effective on the Working Day of Delivery as long as they are Delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. Email can be sent but will not be treated as effective notice.

**25.2** Notices to the Buyer or Supplier must be sent to their address in the Order Form.

**25.3** This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

#### **26 Preventing Fraud, Bribery and Corruption**

**26.1** A Party shall not:

(a) commit any criminal offence referred to in the Regulations 57(1) and 57(2);

(b) offer, give, or agree to give anything, to any person (whether working for or engaged by the other Party or any other public body) an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this Contract or any other public function or for showing or refraining from showing favour or disfavour to any person in relation to this Contract or any other public function.

**26.2** Each Party shall take all reasonable steps (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with Good Industry Practice, to prevent any matters referred to in clause 26.1 and any fraud by either Party or the their Staff (including a Party's shareholders, members and directors) in connection with this Contract and shall notify the other Party immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.

**26.3** If a Party or the staff engage in conduct prohibited by clause 26.1 or commits fraud in relation to this Contract or any other contract with the Crown (including the Buyer) the Buyer may:

- (a) terminate this Contract and recover from the Supplier the amount of any loss suffered by the Buyer resulting from the termination, including the cost reasonably incurred by the Buyer of making other arrangements for the supply of the Deliverables and any additional expenditure incurred by the Buyer throughout the remainder of this Contract; or
- (b) recover in full from the Supplier any other loss sustained by the Buyer in consequence of any breach of this clause.

#### **27 Equality, Diversity and Human Rights**

**27.1** The Supplier must follow all applicable equality law when they

perform their obligations under this Contract, including:

- (a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise;
- (b) any other requirements and instructions which the Buyer reasonably imposes related to equality law.

**27.2** The Supplier must take all necessary steps, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on this Contract.

## **28 Health and Safety**

**28.1** The Supplier must perform its obligations meeting the requirements of:

- (a) all applicable law regarding health and safety;
- (b) the Buyer's current health and safety policy while at the Buyer's premises.

**28.2** The Supplier must as soon as possible notify the Buyer of any health and safety incidents or hazards they're aware of at the Supplier's premises that relate to the performance of this Contract.

## **29 Environment**

**29.1** When working on site the Supplier must perform its obligations under the Buyer's current environmental policy, which the Buyer must provide.

**29.2** The Supplier must ensure that Supplier Staff are aware of the Buyer's environmental policy.

## **30 TAX**

**30.1** The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines.

**30.2** Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received, the Supplier:

- (a) must comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions;
- (b) is liable the Buyer for any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after this Contract Term in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

**30.3** If any of the Supplier Staff are workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the worker contains the following requirements:

- (a) the Buyer may, at any time during the Term of this Contract, request that the Worker provides information which demonstrates they comply with clause 30.2, or why those requirements do not apply, the Buyer can

specify the information the Worker must provide and the deadline for responding;

- (b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;

- (c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers insufficient to demonstrate how it complies with clause 30.2 or confirms that the Worker is not complying with those requirements;

- (d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

## **31 Conflict of interest**

**31.1** The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under this Contract, in the reasonable opinion of the Buyer.

**31.2** The Supplier must promptly notify and provide details to the Buyer if a conflict of interest happens or is expected to happen.

**31.3** The Buyer can terminate this Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential conflict of interest.

## **32 Reporting a breach of this Contract**

**32.1** As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of: (a) law; (b) clause 14.1; or clauses 26 to 31.

**32.2** The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 32.1.

## **33 Resolving Disputes**

**33.1** If there is a dispute between the Parties, their senior representatives who have authority to settle the dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute.

**33.2** If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) model mediation procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 33.3 to 33.5.

**33.3** Unless the Buyer refers the dispute to arbitration using clause 33.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

- (a) determine the dispute;
- (b) grant interim remedies;
- (c) grant any other provisional or protective relief.

**33.4** The Supplier agrees that the Buyer has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration rules current at the time of the dispute. There

will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

**33.5** The Buyer has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 33.3, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 33.4.

**33.6** The Supplier cannot suspend the performance of this Contract during any dispute.

#### 34 Which law Applies

This Contract and any issues arising out of, or connected to it, are governed by English law and the Parties submit to the jurisdiction of the English courts.

#### Schedule 1- Definitions used in this Contract

In this Contract, unless the context otherwise requires, the following words shall have the following meanings:

**"Approval"** the prior written consent of the Buyer and **"Approve"** and **"Approved"** shall be construed accordingly;

**"Buyer Cause"** any breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of this Contract and in respect of which the Buyer is liable to the Supplier;

**"Buyer"** means the person identified in the Order Form;

|                                  |   |
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| <b>"Central Government Body"</b> | means a body listed in one of the following subcategories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:<br><br>a) Government Department;<br><br>b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);<br><br>c) Non-Ministerial Department; or<br><br>Executive Agency; |
| <b>"Cessation Plan"</b>          | means a plan agreed between the Parties or determined by the Recipient pursuant to clause 11.8 to give effect to a Declaration of Ineffectiveness or to give effect to a Public Procurement Termination Event.  |
| <b>"Charges"</b>                 | means the charges for the Deliverables as specified in the Order Form;  |

**"Confidential Information"** means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which:

- (i) is known by the receiving Party to be confidential;
- (ii) is marked as or stated to be confidential; or
- (iii) ought reasonably to be considered by the receiving Party to be confidential;

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|   | (iv) either party's IPR which is deemed to include either Party's data   |
| <b>"Contract"</b>                       | means this Contract between:<br><br>(i) the Buyer; and<br>(ii) the Supplier,<br><br>which is created by the Supplier signing the Order Form and includes the Order Form and any Schedules;   |
| <b>"Controller"</b>                     | has the meaning given to it in the GDPR;   |
| <b>"CRTPA"</b>                          | the Contract Rights of Third Parties Act 1999;   |
| <b>"Data Loss Event"</b>                | any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;   |
| <b>"Data Protection Legislation"</b>    | means:<br><br>(i) the GDPR, the LED and any applicable national implementing laws as amended from time to time;<br><br>(ii) the Data Protection Act 2018 to the extent that it relates to processing of Personal Data and privacy; and<br><br>(iii) all applicable law about the processing of Personal Data and privacy;  |
| <b>"Data Subject"</b>                   | has the meaning given to it in the GDPR;   |
| <b>"Date of Delivery"</b>               | means that date by which the Deliverables must be Delivered to the Buyer, as specified in the Order Form;  |
| <b>"Declaration of Ineffectiveness"</b> | means a declaration of ineffectiveness in relation to this Contract made by a Court of competent jurisdiction pursuant to Regulation 98 of the Public Contracts Regulations 2015;  |
| <b>"Deliver"</b>                        | means to complete or hand over the Deliverables to the Buyer at the address and on the date specified in the Order Form, which shall include unloading and any other specific arrangements agreed. Delivered and Delivery shall be construed accordingly;  |
| <b>"Deliverable"</b>                    | means the Goods and/or Services set out on the Order Form;   |
| <b>"Effective Date"</b>                 | Means the effective date set out on the Order Form;  |
| <b>"Existing IPR"</b>                   | means any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of this Contract (whether prior to the date of this Contract or otherwise);   |
| <b>"Expiry Date"</b>                    | means the date for expiry of this Contract as set out in the Order Form;   |
| <b>"FOIA"</b>                           | means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;  |
| <b>"Force Majeure Event"</b>            | means any event, occurrence, circumstance, matter or cause affecting the performance by either Party of its obligations under this Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control which prevent or materially delay it from performing its obligations under this Contract but excluding:<br><br>(i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the subcontractor's supply chain;<br><br>(ii) government action eg the enactment of emergency legislation to preserve health and safety; |

|                                   |  |  |   |
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|                                   | (iii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and   | <b>"Personal Data"</b>                         | has the meaning given to it in the GDPR;  |
|                                   | (iv) any failure of delay caused by a lack of funds;   | <b>"Processor"</b>                             | has the meaning given to it in the GDPR;  |
| <b>"GDPR"</b>                     | means the General Data Protection Regulation (Regulation (EU) 2016/679);   | <b>"Public Procurement Termination Ground"</b> | means any one or more of the grounds described in Regulation 73(1) of the Public Contracts Regulations 2015   |
| <b>"Good Industry Practice"</b>   | means standards, practices, methods and procedures conforming to the law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;  | <b>"Purchase Order Number"</b>                 | means the Buyer's unique number relating to the order for Deliverables to be supplied by the Supplier to the Buyer in accordance with the terms of this Contract;   |
| <b>"Goods"</b>                    | means the goods to be supplied by the Supplier to the Buyer under this Contract and which are set out in this Contract;  | <b>"Regulations"</b>                           | the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;   |
| <b>"Group Company"</b>            | means, in relation to a company, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company;   | <b>"Request for Information"</b>               | has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);   |
| <b>"Information Commissioner"</b> | means the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;  | <b>"Services"</b>                              | means the services to be supplied by the Supplier to the Buyer under this Contract and which are set out in this Contract;  |
| <b>"Insolvency Event"</b>         | in respect of a person: (i) if that person is insolvent; (ii) if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction); (iii) if an administrator or administrative receiver is appointed in respect of the whole or any part of the persons assets or business; (iv) if the person makes any composition with its creditors or takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction; | <b>"Specification"</b>                         | means the specification for the Deliverables to be supplied by the Supplier to the Buyer (including as to quantity, description and quality) as specified in the Order Form on contained in a Schedule to this Contract;  |
| <b>"Key Personnel"</b>            | means any persons specified as such in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing;   | <b>"Staff Vetting Procedures"</b>              | means vetting procedures that accord with Good Industry Practice or, where applicable, the Buyer's procedures for the vetting of personnel as provided to the Supplier from time to time;   |
| <b>"Law"</b>                      | any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;   | <b>"Staff"</b>                                 | means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier's obligations under this Contract;  |
| <b>"LED"</b>                      | means Law Enforcement Directive (Directive (EU) 2016/680);   | <b>"Start Date"</b>                            | the date specified on the Order Form;   |
| <b>"New IPR"</b>                  | means all and intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to this Contract but shall not include the Supplier's Existing IPR;  | <b>"Supplier Staff"</b>                        | means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any subcontractor engaged in the performance of the Supplier's obligations under this Contract;   |
| <b>"Order Form"</b>               | means the order from labelled above printed above these terms and conditions;  | <b>"Supplier"</b>                              | means the person named as Supplier in the Order Form;   |
| <b>"Party"</b>                    | the Supplier or the Buyer (as appropriate) and "Parties" shall mean both of them;  | <b>"Term"</b>                                  | means the period set out in the Order Form as such term may be extended in accordance with this Contract;   |
| <b>"Personal Data Breach"</b>     | has the meaning given to it in the GDPR;   | <b>"VAT"</b>                                   | means value added tax in accordance with the provisions of the Value Added Tax Act 1994;  |
|                                   |  | <b>"Worker(s)"</b>                             | means any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) ( <a href="https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees</a> ) applies in respect of the Deliverables; |
|                                   |  | <b>"Working Day"</b>                           | means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.   |