**Instructions for use:**

1. Suitability for use.

It is suitable for use to procure the supply of services, but should not be used for construction works or any other non-standard procurement. If you are uncertain as to its suitability, check in the first instance with the Head of Procurement & Supply Chain or alternatively with a member of the Legal team.

1. Choosing the right options.

Some text is highlighted with footnotes. This indicates that it is optional text. Please read the footnotes carefully as this provide guidance as to when the text should be kept or deleted.

* If kept, then delete the footnote and ensure that the text is changed into standard black font.
* If the text is to be deleted, then replace with ‘not used’ in black font. This is important as the document relies on cross-referencing and if you delete a clause without inserting ‘not used’, you will render the cross-references useless.

There are two pricing options: fixed or time and materials linked to a financial cap. Most procurements will use either one or the other. Some may require both. If in doubt, check with the person who is managing the procurement or the Head of Procurement & Supply Chain.

1. Highlighted text

Some text or gaps have been highlighted in yellow. These areas should be completed or reviewed and updated each time you use the Contract with reference to the services you are purchasing.

1. Amendments proposed by suppliers

If a supplier proposes an amendment to the terms and conditions, first decide if it is typographical or grammatical in nature. If so, then it can be accepted.

If it changes the fundamental drafting or meaning of the terms, it will need to be reviewed to determine the impact of the change. Changes to clauses 2-3, 5-6 and 11-25 should not be accepted without first checking with either the Head of Procurement or a member of the NRS Legal team.

**Document Control:**

The template is held and controlled by the Legal team. If amendments are required due to either the introduction of new measures or a number of suppliers raise the same or similar amendments, then please bring to the attention of the legal team. Do not amend the template.

|  |  |  |  |
| --- | --- | --- | --- |
| **Version** | **Comment** | **Authorised** | **Date** |
| MPS2020 | Updated by Magnox Legal September 2020 | Joanne Sinar, Interim GC & CoSec | 04/09/20 |
| MPS2022 | Updated by Magnox Legal November 2022 | Laura Beardshall, Seconded Legal Counsel (Projects and Commercial) | 1/11/22 |
| MPS2024 | Updated to reflect Magnox name change to NRS | Calum Groom (Legal Counsel) | 02/04/24 |

NUCLEAR RESTORATION SERVICES LIMITED

**CONDITIONS OF CONTRACT FOR PROFESSIONAL SERVICES**

1. **DEFINITIONS**
	1. In the Contract (hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them:

|  |  |
| --- | --- |
| **Amount Due** | the amount which NRS states to be due to the Consultant; |
| **Commencement Date** | the date specified as such in the Purchase Order, unless an alternative date is agreed in writing between the parties; |
| **Conditions** | these conditions of contract; |
| **Consultant** | the company, firm or person identified in the Purchase Order with whom the Contract is made and (where the context so permits) its legal successors in title, permitted assigns, agents, and sub-contractors; |
| **Consultant's** **Staff** | any director, partner, employee, apprentice or contractor of the Consultant engaged by the Consultant to perform the Services; |
| **Contract** | the agreement between NRS and the Consultant including the Purchase Order, these Conditions, the Specification, and any other document (or parts thereof) which the parties have expressly agreed in writing to be incorporated into the Contract; |
|  |  |
| **Contract Price** | the amount payable for the Services calculated by reference to the rates and/or fixed prices set out in the [Purchase Order / Specification] as applicable; |
| **Controller** | shall have the meaning given to it in the Data Protection Legislation; |
| **Data** | shall mean the Personal Data and Special Personal Data provided by NRS to the Consultant pursuant to this Contract or which is otherwise Processed by the Consultant on behalf of NRS pursuant to this Contract; |
| **Data Protection Legislation** | 1. the regulations on the protection of natural persons with regard to the processing of personal data and on the free movement of such data known as the General Data Protection Regulation (EU) 2016/679 as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019;
2. the UK Data Protection Act 2018;
3. the Privacy and Electronic Communications Regulations 2003 as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2020; and
4. any further laws and statutory instruments relating to such regulations, data protection or privacy, all from time to time;
 |
| **Data Subject** | shall have the meaning given to it in the Data Protection Legislation; |
| **EIR** | means the Environmental Information Regulations 2004; |
| **Expiry Date** | the date specified as such in the Purchase Order, unless otherwise extended or terminated early in accordance with the terms of this Contract; |
| **FOIA** | 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; |
| **Force Majeure** | any event, occurrence, circumstance, matter or cause affecting the performance by either party of its obligations under the 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 the Contract but excluding: 1. any industrial dispute relating to the Consultant, the Consultant’s staff (including any subsets of them) or any other failure in the Consultant or the Consultant's supply chain;
2. any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take preventative action or reasonable precautions against it by the party concerned; or
3. any failure of delay caused by a lack of funds;
 |
| **Good Industry Practice** | means the exercise of all of the skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced contractor engaged in activities of a similar scope and complexity to those that are the subject of this contract and under the same or similar circumstances, where such contractor is seeking to comply with its contractual obligations and all applicable laws and regulatory requirements. |
| **ICO** | the Information Commissioner's Office; |
| **NDA** | the Nuclear Decommissioning Authority (a non-departmental body established under the Energy Act 2004), including its successors in title and assignees; |
| **NRS** | Nuclear Restoration Services Limited (company number 02264251), its legal successors in title and assignees; |
| **NRS's** **Representative** | the person or persons so nominated in the Purchase Order or notified to the Consultant from time to time in writing by NRS; |
|  |  |
| **Personal Data** | shall have the meaning given to it in the Data Protection Legislation; |
| **Processing**  | shall have the meaning given to it in the Data Protection Legislation; |
| **Processor** | shall have the meaning given to it in the Data Protection Legislation; |
| **Proprietary Information** | the Results and any and all information which is disclosed to the Consultant by NRS; |
| **Purchase Order** | the document in which NRS specifies the Services to be provided by the Consultant, the date the Services are to be completed by, and the Contract Price; |
| **Request for Information** | 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); |
|  |  |
| **Results** | all information, reports, specifications, software, models, prototypes, drawings and any other information or materials in any form created by the Consultant in or pursuant to the performance of the Services (together with any relevant intellectual property right and any associated know-how to use, reproduce, adapt, modify and translate the works); |
| **Services** | the services set out in or reasonably to be inferred from the Contract and where services are provided on a call off basis, shall mean any discrete package of work commissioned as one unit; |
| **Special Personal Data** | shall mean the special categories of Personal Data as set out in the Data Protection Legislation; |
| **Specification** | the description of the Works set out or referred to in the Purchase Order; |
| **Sub-Processor** | means any third party, including consultant, sub-contractor, agent or professional adviser or other third party appointed by a Processor which may receive and/or have access to Data; |
|  |  |
| **Working Day** | a day other than Saturday or Sunday on which the banks are open for business in the City of London |

* 1. In this Contract unless the context otherwise requires
		1. references to numbered clauses are references to the relevant clause in these Conditions;
		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;
		3. the headings in this Contract are for information only and do not affect the interpretation of the Contract;
		4. references to "writing" include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;
		5. the singular includes the plural and vice versa;
		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
		7. the word ‘including’, "for example" and similar words shall be understood as if they were immediately followed by the words "without limitation".
1. **PRECEDENCE OF DOCUMENTS**

In the event of any conflict between the Purchase Order, these Conditions and any other Contract documents, the Purchase Order shall prevail over these Conditions and these Conditions shall prevail over any other documents unless explicitly stated otherwise in these Conditions.

1. **ENTIRE AGREEMENT**
	1. The Contract shall constitute the entire agreement between the parties and shall not be modified or amended by any terms and conditions contained in any other document or in any communication passing between the parties unless expressly agreed otherwise in writing.
	2. The Contract shall supersede and cancel any and all prior understandings, commitments, representations or agreements whatsoever oral or written express or implied between the parties and their respective predecessors relating to the subject matter hereof.
2. **TERM**
	1. This Contract shall commence on Commencement Date and end on the Expiry Date, unless it is otherwise extended or terminated in accordance with the Contract.
	2. The parties may agree in writing to extend the Contract on one occasion only for a period of up to [6 months] not less than [3 months] prior to the Expiry Date. The terms and conditions of the Contract shall apply throughout any such extended period.
3. **CONSULTANT'S OBLIGATIONS**
	1. The Consultant shall carry out and complete the Services in accordance with the terms of the Contract using all the reasonable skill and care to be expected of a person having experience in the provision of services of a similar type and nature of the Services.
	2. The Consultant shall keep NRS informed of any change that may affect the dates to deliver the Services that are set out in the Purchase Order.
	3. In providing the Services, the Consultant shall:
		1. use reasonable care, skill and diligence in accordance with Good Industry Practice and provide the Services in a timely and professional manner;
		2. use personnel who are suitably qualified, trained, skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Consultant’s obligations are fulfilled in accordance with this Contract;
		3. co-operate with NRS in all matters relating to the Services, and comply with all reasonable instructions of NRS;
		4. where relevant, ensure that the Services and any deliverables that are to be provided as part of the Services will conform with all descriptions and specifications set out in the Contract, ~~and that any relevant deliverables shall be fit for any purpose expressly made known to the Consultant by NRS;~~
		5. obtain and at all times maintain all necessary licences and consents;
		6. comply with all applicable laws and regulations;
		7. comply with NRS’s policies and procedures as updated from time to time (and the Consultant hereby acknowledges receipt of such policies); and
		8. use reasonable endeavours to ensure that all the responses and information provided to NRS by the Consultant, its employees, representatives and agents are true, accurate and not misleading in any respect.
	4. The Consultant shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement and do not materially affect the nature, quality or Contract Price for providing the Services, provided the Consultant first notifies NRS in any such event.
	5. In the event the Consultant is prevented or delayed in performing the Services, the Consultant shall use reasonable endeavours to mitigate any delay suffered, costs incurred or other effects as a consequence.
4. **THE CONSULTANT'S STAFF**
	1. The Consultant’s Staff involved in the performance of the Contract must:
		1. be appropriately trained and qualified;
		2. ~~be vetted using Good Industry Practice and in accordance with NRS requirements.~~
		3. comply with all conduct requirements when on NRS's premises.
	2. Where NRS decides one of the Consultant’s Staff isn’t suitable to work on the Contract, the Consultant Staff must replace them with a suitably qualified alternative.
	3. Where different rates are charged for different grades of Consultant's Staff, the Consultant will employ the lowest grade of Consultant's Staff by whom the relevant Service can be performed competently, unless otherwise agreed with NRS.
	4. The Consultant shall notify NRS of the names and status of all its staff working on the Contract before the commencement of the Services and will notify NRS of any changes in advance.
5. **COMMUNICATIONS**
	1. Before commencing the Services the Consultant shall agree with NRS a member of the Consultant's Staff to be the Consultant's representative who shall be the Consultant's agent in the provision of the Services in accordance with the Contract, and the supervision of other Consultant's Staff engaged in the Services, and shall report on progress on a regular basis to NRS's Representative.
	2. The Consultant's point of contact with NRS shall be NRS's Representative. If the Consultant is in communication or correspondence with other personnel of NRS, the Consultant shall supply to NRS's Representative copies of such correspondence.
	3. The Consultant shall not communicate with third parties or other consultants of NRS in relation to the Services without the consent of NRS's Representative.
6. **NRS’S OBLIGATIONS**
	1. NRS will use reasonable endeavours to:
		1. co-operate with the Consultant in all matters relating to the Services;
		2. provide the Consultant with any information and/or data in a timely manner and to ensure that it is complete and accurate in all respects. NRS makes no warranty as to the accuracy of such data and/or information. However, NRS acknowledges that the Consultant shall rely on such data and information when performing the Services, consequently, subject to the Consultant reviewing the information so provided, and raising any concerns arising out of such review with NRS, to the extent such concerns are obvious to the Consultant in its review of the information in the ordinary course of the work, the Consultant shall not be liable for any deficiencies, errors or omissions in the Services that result from its reliance on data or information provided by NRS that is inaccurate; and
		3. provide such access to the premises, data, information and such office accommodation and other facilities as may reasonably be requested by the Consultant;

in each case as reasonably required for the purpose of performing the Services.

1. **THE CONTRACT PRICE**
	1. Except where the Contract Price is a fixed price, the Consultant shall
		1. provide an estimate of costs and notification of rates before commencing the Services.
		2. not charge for the time of apprentices, trainees or students without the prior consent of NRS; and
		3. ensure each invoice is supported by a statement of the positions and times expended by the Consultant’s staff engaged in the provision of the Services and any associate travel, accommodation and subsistence expenses or other agreed charges. If requested by NRS, further information substantiating the above shall be provided in support of a relevant invoice.
	2. For Services where the Contract Price is a fixed price, each invoice shall be supported by written evidence of achievement of a milestones and any other information required by the Specification and/or Purchase Order.
	3. NRS shall reimburse all reasonable expenses and disbursements incurred by the Consultant in performing the Services except where they form part of the fixed price, provided such expenses and disbursements are either expressly authorised in [the Specification/the Purchase Order/ the Contract Price] or incurred with the prior approval of NRS’s Commercial Representative and in each case are accompanied by auditable evidence of the actual costs incurred, such as the production of receipts or other appropriate evidence of payment.
	4. Notwithstanding the foregoing, it is expressly agreed between the parties that NRS shall not, in any circumstances, whatsoever or howsoever, be liable to the Consultant, for any holiday or sickness pay attributable to the Consultant’s Staff of any kind.
2. **PAYMENT**
	1. NRS shall pay to the Consultant the Contract Price in accordance with the requirements of this clause 10.
	2. The Consultant shall make application for payment at periods either as set out in the Contract or, if none are stated, on a monthly basis. The NRS Representative shall within 7 Working Days of receipt of such application for payment determine the amount which NRS states to be due to the Consultant.
	3. The NRS Representative shall issue a certificate of payment detailing the Amount Due and any reference numbers or information that are required to be stated on the invoice and shall notify the Consultant of the difference (if any) between the Amount Due and the sum claimed in the application for payment issued under clause 10.2.
	4. The parties shall use all reasonable endeavours to agree what sum is due to or from the Consultant and in the event of a dispute between the parties as to the amount, the disputed amount shall be referred to the dispute resolution procedure under clause 21.
	5. The Consultant shall submit an invoice for the Amount Due to nrservices.invoices@proactiscapture.com which must bear the correct reference numbers and other information set out in the certificate for payment. NRS shall make payment to the Consultant within thirty (30) calendar days from the date on which the Consultant’s invoice is regarded as valid and undisputed in accordance with the requirements of this Contract ("**Due Date for Payment"**).
	6. In the event of any dispute pursuant to clause 10.4 above being resolved in accordance with such procedure or earlier resolution thereof, the party to whom payment is due shall be at liberty to issue an invoice for such sum as may have been determined or agreed to be due to them in accordance with this clause 10.
	7. Payment by NRS shall be without prejudice to any claims or rights which NRS may have against the Consultant and shall not constitute any admission by NRS as to the performance by the Consultant of its obligations hereunder. Prior to making any such payment, NRS shall be entitled to make deductions or deferments in respect of any disputes or claims whatsoever with or against the Consultant.
	8. The Contract Price is deemed to exclude VAT. To the extent that VAT is properly chargeable, NRS shall pay VAT at the prevailing rate applicable upon receipt of a valid VAT invoice bearing a valid VAT number.
	9. If payment under properly due and payable by NRS to the Consultant is not paid by the Due Date for Payment, to the extent that it is not the subject of a bona fide dispute between the parties, the Consultant shall be entitled to charge interest thereon at an annual rate of 3% above the prevailing base rate of the Bank of England from time to time applicable until the sum due is paid. The payment of such interest shall be the Consultant’s sole remedy for late payment, and the Consultant shall not be entitled to suspend or otherwise vary its performance of the Services for non-payment by NRS unless any material sum not in dispute is more than 6 months overdue.
	10. All amounts due under this Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law)
3. **RECORDS AND AUDIT**
	1. In support of sums claimed, the Consultant shall keep detailed records of all acts and things done by it in relation to the provision of Services (in particular but without prejudice to the generality of the aforesaid the expenditure incurred in carrying out the Services and, except where the Contract Price is a fixed fee only, time expended) and shall on request permit the duly authorised representatives of NRS reasonable access to such records, supporting documentation and information to verify invoices submitted by the Consultant.
4. **OWNERSHIP OF DOCUMENTS AND DESIGN**
	1. NRS and the Consultant agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, know-how and any other intellectual property rights whatsoever owned by either NRS or the Consultant before the Commencement Date, shall remain the property of that party.
	2. Where NRS has provided the Consultant with any of its intellectual property rights for use in connection with the Services, NRS hereby grants to the Consultant (for itself and for the benefit of any successor and assigns) a non-exclusive, irrevocable, royalty-free licence to use such intellectual property rights in connection with the Services and for any reasonable use arising from or in connection with the Services.
	3. The Consultant hereby grants to NRS (for itself, NDA and for the benefit of any successor and assigns) a non-exclusive, irrevocable, royalty-free licence to use the Results for the purpose for which the Results are provided. NRS may use the Results for other purposes at its sole risk and the Consultant will not be liable for any such use made by NRS (or NDA) of the Results. NRS will not be required to make any further payment or seek the Consultant’s permission or the permission of any third party in such circumstances.
	4. The parties further agree that neither party may use any intellectual property rights belonging to the other party for any commercial gain nor permit any of its contractors or consultants to use the same for commercial purposes or other purposes beyond those permitted hereunder.
	5. The Results shall be delivered on request to NRS by the Consultant.
5. **CONFIDENTIALITY**
	1. Except to the extent required by law or any regulatory body the Consultant shall
		1. not disclose to another party the existence of the Contract or the Contract Price or any other terms or conditions of the Contract; and
		2. keep confidential and shall not at any time, for any reason whatsoever, disclose or permit to be disclosed to any third party, the Results.
	2. The Consultant agrees to keep secure, treat as secret and confidential and not at any time for any reason to disclose or permit to be disclosed to any person or persons or otherwise make use of or permit the making use of any information relating to NRS's technology, technical processes, business affairs or finances save to the extent necessary to perform the Services under this Contract or where NRS has expressly authorised the disclosure in writing.
	3. Proprietary Information shall be disclosed only to those directors, partners, staff and/or sub-contractors of the Consultant who have a reasonable need to see and use it to fulfil the Contract. The Consultant shall procure that those persons having access to Proprietary Information shall be subject to the same obligations of confidentiality and shall take all reasonable steps to ensure that directors, partners, staff and/or sub-contractors are made aware of and perform such obligations.
	4. The requirements of this clause 13 shall not apply to any information
		1. which is already in the possession of the Consultant prior to the date of this Contract (except
		2. where the Consultant only has that information due to a previous contract with NRS or from a third party under obligations of confidence), or
		3. which is received from a third party lawfully entitled to disclose the same, or which is or becomes public knowledge other than by a breach of this clause.
	5. This clause shall survive the termination of this Contract and continue in force after termination of the Contract for whatever reason for a period of ten years.
6. **CONFLICT OF INTEREST**
	1. ~~The Consultant confirms that there is no conflict of interest between NRS and any other client of the Consultant or sub-contractor which has not been disclosed to NRS before the commencement of the Contract. The Consultant shall not without the prior written consent of NRS accept work from any other party which would create a conflict of interest.~~
	2. ~~Subject to clause 14.1 the Consultant shall ensure that no director, partner, member of staff or sub-contractor is engaged on providing the Services if that engagement would constitute a conflict of the interests of NRS and any other client. The Consultant shall carry out conflict of interest checks on an on-going basis.~~
	3. ~~No director, partner, staff or sub-contractor of the Consultant shall be granted access to Proprietary Information if NRS has advised the Consultant that such director, partner, staff or sub-contractor should be excluded from access to Proprietary Information.~~
7. **LIABILITY AND INDEMNITY**
	1. Nothing in this Contract shall limit or exclude either parties’ liability for:
		1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
		2. fraud or fraudulent misrepresentation;
		3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
	2. Notwithstanding the above, neither party to this Contract shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:
		1. loss of profits;
		2. loss of revenue;
		3. interest charges or cost of capital;
		4. indirect losses;
		5. economic losses; or
		6. special, consequential or penal loss

arising under or in connection with this Contact, including such loss or damage as may be reasonably foreseeable at the date this Contract is entered into.

Subject to clause 15.1, NRS’s total aggregate liability to the Consultant, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Contract shall be limited to contract price

* 1. Subject to clause 15.1, the Consultant’s total aggregate liability to NRS, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Contract shall be limited to contract price
	2. This clause shall survive termination of this Contract.
1. **INSURANCE**
	1. Without prejudice to the Consultant’s liability under clause 15, the Consultant shall insure and keep insured its liability
		1. as is generally required under applicable law in respect of employer’s liability;
		2. for a sum equivalent to not less than £10,000,000 (ten million pounds sterling) for any one claim in respect of public liability; and
		3. an appropriate policy of professional indemnity insurance for a sum of not less than £5 million[[1]](#footnote-1) pounds sterling for each and every claim and shall use its best endeavours to maintain such insurance for a period of six years after completion of the Services.
	2. The Consultant shall whenever required produce satisfactory evidence to NRS that the policies required by clauses 16.1 have been effected and maintained in force.
2. **WORK ON SITE/SAFETY**
	1. The Consultant whilst, on NRS's premises, shall comply with all statutory requirements relating to health, safety and the environment.
3. **STATUS[[2]](#footnote-2)[[3]](#footnote-3)**
	1. The relationship of the Consultant to NRS will be that of independent contractor and nothing in this Contract shall render them an employee, worker, agent or partner of NRS and the Consultant shall not hold themselves out as such.
	2. The parties do not anticipate that the provisions of the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("**TUPE**") shall apply to the Consultant or any member of the Consultant's Staff as a result of the commencement, performance or cessation or termination of, any Services (or any part thereof).
	3. This Contract constitutes a contract for the provision of services and not a contract of employment and accordingly the Consultant shall be fully responsible for and shall indemnify[[4]](#footnote-4) NRS for and in respect of payment of:
		1. any income tax, National Insurance and Social Security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Services or any payment or benefit received by the Consultant (or its associates) in respect of the Services, where such recovery is not prohibited by law. The Consultant shall further indemnify NRS against all reasonable costs, demands, payments, expenses and any penalty, fine or interest incurred or payable by NRS in connection with or in consequence of any such liability, deduction, contribution, assessment or claim other than where the latter arise out of NRS' negligence or wilful default;
		2. any liability for any employment-related claim or any claim based on worker status (including without limitation reasonable costs and expenses, damages, compensation, losses and demands) brought by the Consultant or any member of the Consultant's staff against NRS arising out of or in connection with the provision of the Services except where such claim is as a result of any act or omission of NRS
		3. without limitation any costs, claims demands or expenses (including reasonable legal and other professional expenses), losses, damages, compensation and other liabilities (including any incurred as a result of an indemnity or warranty given or to be given by NRS) in relation to the Consultant or any member of the Consultant's Staff arising from the transfer or alleged transfer of employment (or any liabilities in respect of that employment) to NRS or any consultant appointed as a replacement for the Consultant under TUPE as a result of the commencement, performance or cessation or termination of, any Services (or any part thereof) including the dismissal of the Consultant or member of the Consultant's Staff by NRS or any replacement consultant, as the case may be.
	4. NRS may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Consultant.
	5. The Consultant warrants that it is not nor will it prior to the cessation of this agreement, become a managed service company, within the meaning of section 61B of the Income Tax (Earnings and Pensions) Act 2003.
	6. The Consultant will on request provide such reasonable written evidence as NRS may request to demonstrate that the Consultant or any other relevant person or entity has correctly and properly accounted for income tax, employer National Insurance contributions and employee National Insurance contributions to the extent that such tax relates to the provision of any of the Services.
4. **EARLY TERMINATION**

**Right to Terminate**

* 1. Either party may terminate this Contract, with immediate effect, by giving notice in writing to the other party if any one or more of the following events takes place:
		1. the other party commits a material breach of any of its obligations under this Contract which is incapable of remedy;
		2. the other party fails to remedy, where it is capable of remedy, or persists in any breach of any of its obligations under this Contract (save as to payment) after having been required in writing to remedy or desist from such breach within a period of 30 days (or such other period as the parties may agree in writing from time to time);
		3. any undisputed sum payable under this Contract is not paid within three (3) months of its Due Date for Payment in accordance with this Contract;
	2. NRS may terminate this Contract with immediate effect without notice and without any liability to pay any remuneration, compensation or damages if at any time:
		1. the Consultant is guilty of any gross misconduct, serious negligence or neglect in the performance of, or fails to perform, any of its obligations under this Contract;
		2. the Consultant has not completed the Services or any portion thereof within the time specified by NRS (and NRS has not authorised an extension to such time in writing);
		3. the Consultant commits any serious or repeated breach or non-observance of any of the provisions of this Contract or refuses or neglects to comply with any reasonable and lawful directions of NRS;
		4. the Consultant is in breach of any policy or procedure in relation to anti-corruption and bribery issued by NRS from time to time and related procedure or engages in any activity, practice or conduct which would constitute or result in an offence by either party under the applicable anti-bribery laws or regulations, including the Bribery Act 2010;
		5. the Consultant is convicted of a criminal offence (other than an offence which in the NRS’ opinion does not affect its position as a consultant of NRS, bearing in mind the nature of the Services and the capacity in which it is engaged);
		6. the Consultant is in NRS’ reasonable opinion negligent and/or incompetent in the performance of the Services;
		7. the Consultant becomes insolvent or ceases to trade, an order is made by a court of competent jurisdiction or petition is presented for the winding up or bankruptcy of the Consultant (whether any such petition is presented by the Consultant or by any other person);
		8. the Consultant is guilty of any fraud or dishonesty or acts in any manner which in NRS’ opinion brings or is likely to bring the Consultant, or NRS into disrepute or is materially adverse to NRS’ interests;
		9. the Consultant has become a patient under any mental health legislation;
		10. the Consultant has been convicted of an offence under any statutory enactment or regulation relating to insider dealing; or
		11. the Consultant ceases to be entitled to work in the United Kingdom and/or fails to provide evidence of such an entitlement.

The references to the "Consultant" in clauses 19.2.1 to 19.2.11 shall include any employees, agents and/or sub-contractors of the Consultant and shall be construed accordingly.

* 1. NRS’ rights under clause 19.2 are without prejudice to any other rights that it might have at law to terminate the Services or to accept any breach of this Contract on the part of the Consultant as having brought the Contract to an end. Any delay by NRS in exercising its right to terminate shall not constitute a waiver of it.
	2. NRS shall be entitled to terminate this Contract at any time upon giving 14 days' notice to the Consultant. ~~For the purpose of this clause, ‘reasonable notice’ shall not be less than 30 days’ notice.~~
	3. Termination of this Contract shall be without prejudice to the rights and remedies of either party which may have accrued up to the date of such termination.

**Consequences of Termination**

* 1. On termination of this Contract in accordance with clauses 19.1, 19.2 and 19.4, the Consultant shall
		1. promptly take such steps as are necessary to cease work (unless otherwise explicitly instructed by NRS); and
		2. deliver to NRS such Results, deliverable/s (whether or not then complete) and analysis as may be complete at the date of such termination and for which NRS has paid the Consultant.
		3. return all and any property belonging to NRS including but not limited to any records pursuant to clause 11, correspondence, files, documents, equipment, keys, security passes;
		4. inform the NRS of all passwords used by the Consultant in relation to any computers, other IT equipment or any IT systems belonging to NRS; and
		5. irretrievably delete (except where required to retain in accordance with legislation) any information relating to NRS that is stored on any computer or storage media or otherwise in any electronic form and which is in its possession, custody or control but which is not to be returned to NRS in accordance with this clause 19.6.
	2. Notwithstanding any outstanding claim for any sums due whether under this Contract or otherwise, the Consultant shall not be entitled to exercise any lien over the items referred to in clause 19.6.
	3. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.
1. **NOTICE**
	1. Any notice shall be in writing, in English and dated and shall be served by leaving it at, or by sending it by first class post or email to the address of the party specified in the Contract.
	2. Where a notice is sent
		1. by post, it shall be deemed to be received two Working Days next following.
		2. by email is deemed to be received at the time of the transmission unless outside the normal business hours of the recipient in which case receipt is deemed to be 10.00 am on the business day next following.
	3. The provisions of clause 20.2 shall not apply to the service of any proceedings or other documents in any legal action.
2. **DISPUTE RESOLUTION**
	1. If any dispute arises out of or under the Contract, a director or other senior representatives of the parties with authority to settle the dispute will attempt to settle such dispute within 14 Working Days of a written request from one party to the other, meet in good faith to resolve the dispute.
	2. If the dispute is not wholly resolved at that meeting, the parties may in good faith seek to resolve the dispute by using mediation before pursuing any other remedies available to them.
	3. Any mediation will be in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties within 14 days of notice of the dispute, the mediator will be nominated by CEDR. To initiate mediation either party shall give notice in writing (“**ADR Notice**”) to the other party requesting that the dispute be referred to mediation. A copy of the referral should be sent to CEDR. If there is any point on the logistical arrangements of the mediation, other than the nomination of the mediator, upon which the parties cannot agree within 14 days from the date of the ADR Notice, where appropriate, in conjunction with the mediator, CEDR will be requested to decide that point for the parties having consulted with them. Unless otherwise agreed, the mediation will start not later than 28 working days after the date of the ADR Notice.
	4. Where the dispute has not been resolved by mediation either party may within 30 days from the date of the mediation being terminated commence court proceedings/ arbitration in respect of such dispute.
	5. Nothing in this clause should prevent either party seeking a preliminary injunction or other judicial relief at any time if within its judgement such act is necessary to prevent irreparable damage.
3. **COMPLIANCE WITH STATUTORY OBLIGATIONS**
	1. The Consultant acknowledges that NRS and the NDA are subject to the requirements of the FOIA and the EIR, and the Consultant shall assist and co-operate with the NDA and NRS to enable NRS and the NDA to comply with these information disclosure requirements.
	2. If NRS or the NDA are required to provide information as a result of a request made to them under the FOIA and/or the EIR and such information is in the possession of any of the Consultant or its suppliers then the Consultant shall provide such information to NRS or the NDA (as appropriate) as soon as reasonably practicable.
	3. The Consultant shall provide all necessary assistance as reasonably requested by the NDA and/or NRS to enable the NDA and/or NRS to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.
	4. The NDA and NRS shall be responsible for determining at their absolute discretion whether any information provided to them is exempt from disclosure in accordance with the FOIA or the EIR or is to be disclosed in response to a Request for Information.
	5. The Consultant acknowledges that NRS and the NDA may, acting in accordance with the FOIA or the EIR disclose information without consulting the Consultant, or the NDA and/or NRS may, at their discretion, elect to consult the Consultant and take its views into account.
	6. The Consultant acknowledges that any lists or schedules provided by it outlining confidential information or commercially sensitive information are of indicative value only and that the NDA and NRS may nevertheless be obliged to disclose such information in accordance with this clause 22.
4. **ANTI-BRIBERY AND CORRUPTION**
	1. The Consultant shall and shall procure that persons associated with it or other persons who are performing the Services under with this Contract shall:
		1. comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption ("**Relevant Requirements**"), including but not limited to the United Kingdom's Bribery Act 2010.
		2. not engage in any activity, practice or conduct which is prohibited under the Relevant Requirements;
		3. not knowingly do or omit to do any act that will cause or lead NRS to be in breach of any of the Relevant Requirements or relevant policies;
		4. have and shall maintain in place throughout the term of this Contract its own policies, procedures or processes to ensure compliance with the Relevant Requirements and this clause 23, and will enforce them where appropriate;
		5. if requested, other than in relation to a breach of this clause 23, provide NRS with any reasonable assistance, at NRS's reasonable cost, to enable NRS to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with any of the Relevant Requirements
		6. within 30 days of the date of execution by the parties of this Contract, certify to NRS in writing (signed by an officer or senior member of management) its compliance with this clause 23.1. The Consultant shall provide such supporting evidence of compliance as NRS may reasonably request.
	2. The Consultant warrants and represents that neither the Consultant nor any of its officers, employees ~~or other persons associated with which~~ who are performing the Services has
		1. been convicted of any offence involving bribery or corruption, fraud or dishonesty;
		2. having made reasonable enquiries, so far as it is aware, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Relevant Requirements; or
		3. has been or is listed by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or other government contracts
	3. The Consultant shall immediately notify NRS if, at any time during the term of this Contract, its circumstances, knowledge or awareness changes such that it would not be able to comply with this clause 23.
	4. If the Consultant notifies NRS that it suspects or knows that there may be a breach of clause 23, the Consultant must respond promptly to NRS's enquiries and co-operate with any investigation, which may include the provision of relevant information.
	5. NRS may terminate this Contract by written notice with immediate effect if the Consultant or any persons associated with it or other persons who are performing Services under this Contract (in all cases whether or not acting with that party's knowledge) breaches clause 23.
	6. Any dispute relating to the interpretation of this clause 23, or the materiality of any breach, shall be determined by NRS and its decision shall be final and conclusive.
5. **DATA PROTECTION**

 **General**

* 1. The parties acknowledge that the factual arrangements between them dictate the role of each party in respect of the Data Protection Legislation. The parties further acknowledge that for the purposes of the Data Protection Legislation, the presumption is NRS is the Controller and the Consultant is the Processor of any Data unless otherwise stated in Appendix 1 (Personal Data).

* 1. Appendix 1 (Personal Data) sets out the following information in relation to the Data:
		1. subject matter of the Processing;
		2. duration of the Processing;
		3. nature and purpose of the Processing;
		4. type of Data; and
		5. categories of Data Subject.

The Consultant shall review Appendix 1 (Personal Data) no less than once every twelve (12) months to ensure that it remains up to date and shall agree any changes required with NRS.

* 1. The parties do not envisage that either party will Process any Data for or on behalf of the other party, under or in connection with this Contract. Where and to the extent that in undertaking the obligations set out in this Contract, either party anticipates that the other will Process any Data for and on behalf of the other party it shall notify the other party and the parties shall agree a change to this Contract to incorporate appropriate provisions in accordance with the Data Protection Legislation as required.
	2. Each party to this Contract shall ensure that it complies at all times with the Data Protection Legislation in respect of all Data Processed by it and with any guidance issued by the ICO from time to time.
	3. NRS shall:
		1. ensure it has all necessary rights and consents to Process Data and to disclose Data to the Consultant in accordance with the Data Protection Legislation;
		2. provide the Consultant with its name and contact details (or those of its representative) and the name and contact details of its data protection officer (where one is appointed); and
		3. be responsible for deciding and determining the following:
			1. the subject matter and extent of Data to be collected and Processed, including which individuals' Data should be Processed;
			2. the purpose and manner of the Processing of Data;
			3. third parties to whom Data is disclosed; and
			4. duration of retention of Data.
	4. The Consultant shall process the Data only on the documented instructions of NRS as set out in this Contract and to perform its obligations under this Contract and ensure it takes steps to ensure that its personnel (and those of its Sub-Processers) only Process Data on documented instructions from NRS, unless required to do otherwise by applicable law. The Consultant shall notify NRS immediately if it considers that any of NRS's instructions infringe the Data Protection Legislation.
	5. The Consultant shall provide all reasonable assistance to NRS in the preparation of any 'data protection impact assessment' prior to commencing any Processing. Such assistance may, at the discretion of NRS, include:
		1. a systematic description of the envisaged Processing operations and the purpose of the Processing;
		2. an assessment of the necessity and proportionality of the Processing operations in relation to the Services;
		3. an assessment of the risks to the rights and freedoms of Data Subjects; and
		4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Data.

**Organisational measures and protecting Data**

* 1. The Consultant shall ensure that it has in place and maintains technical and organisational measures to protect against a Data loss event and prevent unauthorised or unlawful Processing of Data and/or the accidental loss or destruction of or damage to Data.
	2. Appropriate technical and organisational measures may include:
		1. the pseudonymisation and encryption of Data;
		2. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
		3. the ability to restore the availability and access to Data in a timely manner in the event of a physical or technical incident;
		4. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the Processing;
	3. NRS may, at reasonable intervals, request a written description of the technical and organisational methods employed by the Consultant and referred to in clauses 24.8 and 24.9 above. Within thirty (30) Working Days of such a request, or such shorter period as NRS may reasonably require, the Consultant shall supply written particulars of all such measures detailed to a reasonable level such that NRS can determine whether or not, in connection with the Data, it is compliant with this Contract and the Data Protection Legislation.
	4. The Consultant shall also allow for audits of its Data Processing activity by NRS or NRS's designated auditor to ensure that the Consultant is complying with its obligations under this clause 24.
	5. Where the Consultant has received the Data in question from NRS, the Consultant shall only disclose such Data in response to any Data Subject Request or request from a regulatory authority where it has obtained the NRS's prior written consent.
	6. The Consultant shall, in relation to any Data processed in connection with its obligations under this Contract:
		1. ensure that it takes all reasonable steps to ensure the reliability and integrity of any Consultant employees who have access to the Data and ensure that they:
			1. are aware of and comply with the Consultant's duties under this clause;
			2. are informed of the confidential nature of the Data and do not publish, disclose or divulge any of the Data to any third party unless directed in writing to do so by NRS or as otherwise permitted by this Contract; and
			3. have undergone adequate training in the use, care, protection and handling of Data;
		2. not Process or transfer Data which it received from NRS to any country or territory outside of the UK or the European Economic Area (or any country deemed adequate by the European Commission or the UK Government pursuant to Directive 95/46/EC or the Data Protection Legislation) without the prior written consent of NRS and without putting in place adequate protection for the Data to enable compliance by NRS and the Consultant with their obligations under the Data Protection Legislation; and
		3. at the written direction of NRS, destroy or return Data (and any copies of it) to NRS on termination of the Contract unless the Consultant is required by applicable law to retain the Data.

**Subcontractors and Sub-processing**

* 1. The Consultant shall, and shall procure that any subcontractor shall, only undertake Processing of Data which it receives from NRS as reasonably required in connection with the Consultant's obligations under this Contract.
	2. Before allowing any Sub-processor to process any Data related to this Contract, the Consultant must:
		1. notify NRS in writing of the intended Sub-processor and processing;
		2. obtain the written consent of NRS;
		3. enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 24 such that they apply to the Sub-processor; and
		4. provide NRS with such information regarding the Sub-processor as NRS may reasonably require.
	3. The Consultant shall remain fully liable for all acts or omissions of any Sub-processor.

**Obligations to notify NRS**

* 1. The Consultant shall notify NRS immediately if it:
		1. receives a Data Subject Access Request (or a purported Data Subject Access Request);
		2. receives a request to rectify, block or erase any Data;
		3. receives any other request, complaint or communication relating to either party's obligations under the Data Protection Legislation;
		4. receives any communication from the ICO or any other regulatory authority in connection with Data processed under this Contract; or
		5. becomes aware of any actual, suspected or threatened Data Breach related to Data provided by NRS to the Consultant under this Contract, and shall include full details of the relevant breach where caused by the Consultant or any Sub-Processor, without undue delay or, where necessary, in phases but always without further undue delay.
	2. The Consultant shall update NRS as appropriate and permitted by Law in relation to the above.
	3. The Consultant warrants that it is not, at the date of this Contract, aware of any matter or circumstance which would cause it to be unable to fully comply with the provisions of this clause 24.
	4. The Consultant shall indemnify and keep indemnified NRS against all costs, claims, losses, damages, fines and expenses (including legal expenses) suffered or incurred by NRS arising out of, or in connection with, any breach of this clause 24 by the Consultant, Sub-Processors and/or its representatives.
1. **NRS INFORMATION AND SECURITY**
	1. All information received by the Consultant from NRS will be designated as "OFFICIAL" under the UK Government's classification system and must be treated as such whether it is so marked or not. The Consultant acknowledges that as a consequence information supplied by NRS must only be processed on a system which complies with the security and information security policies provided to the Consultant by NRS.
	2. The Consultant is required to ensure that any IT network, part of an IT network, or IT equipment used for OFFICIAL information under this Contract (including any used by sub-contractors) is operated and maintained in accordance with the technical requirements prescribed under the Government's Cyber Essentials Scheme. ~~Assurance must be provided through verification by a technically competent, independent third party to a level equivalent to Cyber Essentials Plus.~~
	3. NRS may issue a 'Security Aspects Letter' to the Consultant setting out the minimum requirements relating to the above. Where such a letter is issued, the Consultant must countersign and return the letter to NRS within 10 Working Days. The Consultant shall comply with the requirements set out in the 'Security Aspects Letter'.
	4. If any information is determined to be classified as OFFICIAL(-)SENSITIVE or above, then the parties shall agree a separate protocol to manage such information.
	5. The Consultant's attention is drawn to the provisions of the following legislation:
		1. Official Secrets Act 1911 to 1989 in general and Chapter 6 of the Official Secrets Act 1989 in particular;
		2. The Anti-Terrorism, Crime and Security Act 2001 in general and Part 8 Section 79 in particular;
		3. Nuclear Industries Security Regulations 2003.
	6. The Consultant shall take all reasonable steps, by display of notices or by appropriate other means, to ensure that all persons employed or engaged on any Services connected with the Contract have notice that the statutory provisions referred to in clause 25.5 may apply to them and may continue to apply after the completion or earlier termination of the Contract.
2. **ANTI-SLAVERY AND HUMAN TRAFFICKING LAWS AND POLICIES**
	1. In performing its obligations under this Contract, the Consultant shall:
		1. comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including the Modern Slavery Act 2015 ("**MSA**");
		2. have and maintain throughout the Contract term its own policies and procedures to ensure their compliance;
		3. not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the MSA if such activity, practice or conduct were carried out in the United Kingdom; and
		4. include in its contracts with its subcontractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 26;
		5. notify NRS as soon as it becomes aware of any breach, or potential breach, of the MSA or any actual or suspected slavery or human trafficking within its supply chain;
		6. undertake, warrant and represent that any responses to NRS relating to modern slavery due diligence questions are complete and accurate.
	2. The Consultant represents, warrants and undertakes that neither it nor any of its officers, employees ~~or other persons associated with it:~~
		1. has been convicted of any offence involving slavery and human trafficking;
		2. has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking; and
		3. is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged offence or prosecution under the MSA.
	3. The Consultant shall implement due diligence procedures for its sub-contractors, suppliers and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.
	4. Any breach of this clause 26 by the Consultant shall constitute a material breach of this Contract entitling NRS to terminate with immediate effect.
3. **GENERAL**
	1. **Assignment and Subcontracting**
		1. The Consultant shall not without the prior written consent of NRS assign, pledge, transfer or sub-contract the Contract or benefits or obligations thereof or any part of the Contract to any other person. Any such consent of NRS shall not relieve the Consultant of its obligations under the Contract.
		2. It is acknowledged and agreed that NRS may at any time assign, novate, transfer or part with or sub-contract any of its rights or obligations under this Contract to a successor or successors of NRS or to the NDA. No consent of the Consultant shall be required for such assignment, novation or parting with or sub-contracting and the Consultant agrees in any event to any such assignment novation, parting with or sub-contracting and will cause execution and/or completion of all documents necessary therefore and shall not unreasonably delay executing the documentation necessary to effect any such assignment, novation, transfer or parting with or sub-contract.
		3. The Consultant shall be responsible for any sub-contractor appointed by the Consultant to provide any part of the Services and shall use its reasonable endeavours to ensure that all such sub-contractors provide the Services in accordance with this Contract and all applicable laws and regulations. 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 Consultant.
	2. **Force Majeure**
		1. If either party is affected by an event of Force Majeure it shall, as soon as reasonably possible, notify the other party in writing of the matter or matters constituting the event of Force Majeure and shall keep that party fully informed of their continuance or otherwise and of any relevant change of circumstances whilst such event of Force Majeure continues.
		2. The party affected by Force Majeure shall take all reasonable steps available to it to mitigate the effects of Force Majeure on the performance of its obligations under this Contract.
		3. If either party is materially hindered, prevented or delayed from performing any of its obligations under this Contract by reason of an event of Force Majeure, such obligations shall be suspended (to the extent affected) for a period at least equal to the duration of the event of Force Majeure.
		4. The Consultant shall not be excused from the due and punctual performance of any of its obligations under this Contract by reason of any circumstances to the extent that the impact of such circumstances on the Consultant’s ability to perform its obligations could have been reasonably avoided or mitigated by the maintenance after the Commencement Date of business continuity and disaster recovery plans and the implementation of such plans.
		5. Save as provided in clause 27.2.7 below, the event of Force Majeure shall not entitle either party to terminate this Contract and neither party shall be in breach of this Contract, or otherwise liable to the other, by reason of any delay in performance, or non-performance of any of its obligations due to Force Majeure.
		6. If the party affected by Force Majeure fails to comply with its obligations under clauses 27.2.1 and 27.2.2 above then no relief for Force Majeure, including the provisions of clause 27.2.5 above, shall be available to it and the obligations of each party shall continue in force.
		7. If the event of Force Majeure continues for longer than 3 months, either party may at any time whilst such Force Majeure continues immediately terminate this Contract by notice in writing to the other.
	3. **Severance**

If any provision of this Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this Contract shall continue in full force and effect as if this Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

* 1. **Waiver**

No failure or delay by either party in exercising any right or remedy under this Contract shall operate as a waiver of that right or remedy. No single or partial exercise by either party of any right or remedy under this Contract shall preclude that party from any other further exercise of that right or remedy or any other right or remedy. No waiver shall be effective unless it is communicated to the other party in writing.

* 1. **Variation**

Amendments or supplements to this Contract must be made in writing and signed by both parties in order to be valid

1. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

This Contract is for the sole benefit of the parties to the Contract. Terms that make reference to third parties are not to be construed as terms purporting to confer a benefit upon such third parties. It is not the intention of the parties to this Contract that any term hereof should be enforceable by anyone other than the parties to the Contract.

1. **LANGUAGE AND GOVERNING LAW**
	1. The language of the Contract shall be in English.
	2. This 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.
	3. The parties irrevocably agree that the English courts shall have exclusive jurisdiction (save in relation to enforcement matters) to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

**APPENDIX 1 – PERSONAL DATA N/A**

[The Supplier is a Processor only for the purpose of this Contract.] **OR** [The Supplier is both a Processor and a Controller.][[5]](#footnote-5)

|  |  |
| --- | --- |
| **Description** | **Details** |
| **Subject matter** | *The Supplier is responsible for sourcing and providing* *[insert].* *Within this they will be required to* *[e.g manage the storing, backing up and processing of Personal Data as defined further within this table].* |
| **Type of Personal Data** | *[insert e.g. workers name, DOB, home address, NI number, sex, bank details, location data and factors specific to the person's physical, physiological, genetic, mental, economic, cultural or social identity]* |
| **Categories of Data Subject** | *[insert]* |
| **Where the Supplier is a Processor** |
| **Duration** | *[From the Commencement Date up to and including the Expiry Date]**OR**[This is likely to take place between [insert dates] with the majority of analysis taking place between [insert dates].]* |
| **Nature and purposes**  | *[For example: the nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.**The nature is likely to be limited to analysis and storage of data.]**In addition to this, but only on the express written instructions of NRS, the Supplier may also include disclosure by transmission, dissemination or otherwise making available, erasure or destruction of data (whether or not by automated means)**The purpose of the processing is to facilitate [insert] as per the services defined within the contract.* |
| **Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data** | *Destruction of the data should take place no later than the end of the contract or as soon as it is agreed that the purpose for using the data has been completed. The destruction of all information provided should be confirmed in writing to NRS Data Protection Officer* |
| **Where the Supplier acts as a Controller [[6]](#footnote-6)** |
| **Duration** | *This is likely to take place between [insert dates] with the majority of analysis taking place between [insert dates]* |
| **Sub-processing Agreements** | *Insert details of the processors used by the Supplier (i.e. the sub-processing contracts it has in place)* |

1. [↑](#footnote-ref-1)
2. [↑](#footnote-ref-2)
3. [↑](#footnote-ref-3)
4. [↑](#footnote-ref-4)
5. When using delete one statement and remove the square brackets. [↑](#footnote-ref-5)
6. Mark as not applicable if the Supplier is only acting as a Processor. [↑](#footnote-ref-6)