

Invitation to Tender

Description: Provision of design/art direction for RWM's marketing communications materials

Tender ref: RWM073

Date: 22 July 2017

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Foreword

About Radioactive Waste Management Limited

Radioactive Waste Management Limited (RWM) is the delivery organisation for a Geological Disposal Facility (GDF) and provision of radioactive waste management solutions. It is a wholly owned subsidiary of the Nuclear Decommissioning Authority, which is an Executive Non-Departmental Public Body of the Department for Business, Energy and Industrial Strategy.

RWM has extensive and proven expertise in higher activity radioactive waste management and planning for a GDF. On behalf of Government and NDA we are running the geological disposal programme and have significant experience of specification, design, assessments and research. The GDF represents a major multi-billion pound national infrastructure programme.

We offer our waste producer customers disposability assessments of proposals for packaging intermediate level waste. This is done within the regulatory framework described in “The Management of Higher Activity Waste on Nuclear Licensed Sites”.

RWM works with radioactive waste owners to optimise the geological disposal system with earlier phases of the radioactive waste management lifecycle to optimise safety and minimise environmental impacts, hazard, cost, risk and volume of waste to be managed in a geological disposal facility.

Our mission is to:

Deliver a geological disposal facility and provide radioactive waste management solutions.

Our objectives are to:

- Engage with national and local governments and communities to identify a geological disposal facility site.
- Develop the specification, design, safety case and environmental and sustainability assessments for the disposal system and obtain regulatory support.
- In conjunction with waste producers, identify and deliver solutions to optimise the management of higher activity waste.
- Develop and maintain an effective organisation and secure resources to deliver the geological disposal facility programme.
- Obtain and maintain stakeholder support for our activities.
- Deliver a focused Research & Development programme to support geological disposal and optimised packaging solutions.
- Deliver sustainable, innovative and cost effective solutions that have public support and are in the best interest of the UK.

For further information on Radioactive Waste Management: www.gov.uk/rwm

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2 Guidance Notes

2.1 Transparency

This tender is an open tender published on Contracts Finder.

The indicative budget for this work is £30k to £40k, to cover a 6-month period.

2.2 Timetable

The indicative timescales is:

Dispatch of Tender	22 th July 2017
Suppliers acknowledge intention to tender by	9 th August 2017
Cut-off date for Tenderers Questions	11 th August 2017
Tenders to be submitted by 12 noon	25 th August 2017
Issue interview invitations	31 st August 2017
Interviews with tenderers	September 2017
Tenders evaluated and contract awarded by	15 th September 2017
Contract begins	Circa 1 st October 2017

2.3 Submission of tenders

Your tender response must be submitted in accordance with the requirements of this Invitation to Tender (ITT).

Please confirm by e-mail your intention to submit a tender response to madeline.jones@nda.gov.uk

Tenders must be submitted no later than 12 noon on the closing day.

One priced and one un-priced copy of the tender is required. Electronic copies of both the priced and un-priced versions must be provided by email to rwm.tenders@nda.gov.uk by the closing date. Tender responses shall be in the English language and all costs associated with preparation and submission of the tender shall be the supplier's responsibility.

NOTE: e-mails over 8Mb will be rejected by RWM server.

The supplier is responsible for verifying the completeness and correctness of the ITT and highlighting to RWM any deficiencies, conflicts and ambiguities that prevent them from tendering or responding to any section in an accurate and fair manner.

2.4 Communication and requests for clarification

If there are any points you would like to raise as a result of this specification, or if you would like any further information about this appointment, please contact Madeline Jones. Please ensure all requests for information are e-mailed to rwm.tenders@nda.gov.uk and that any verbal communication is confirmed in writing immediately thereafter. Where requests relate to errors, clarifications or omissions within this ITT, the reply may be sent to all parties.

See Appendix 2 for contact details.

2.5 Assessment and acceptance of tenders

RWM shall not be bound to accept the lowest cost or any tender submitted. Assessment shall be based on a combination of qualitative and quantitative criteria as specified in section 4.

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2.6 Interviews

As part of the tender process you may be invited to interview. Interviews will be held in accordance with the timetable above, at RWM's offices or at the tenderer's offices. Interviews should be attended by the senior key individuals who the tenderer has proposed are personally to provide services to RWM.

If interviews are required, tenderers will be asked to present their submission to RWM, which will be followed by a question and answer stage. Following the interview, RWM will re-review the technical scores to determine whether the scores from the desk assessment were correct.

RWM at its discretion may dispense with the interview stage.

2.7 Transparency

The Government's transparency agenda requires that sourcing documents including ITTs such as this are published on a designated, publicly searchable website. The same applies to other sourcing documents issued by RWM including the original advertisement and the pre-qualification questionnaire (if used), and any contract entered into by RWM with its preferred supplier once the procurement is complete.

By submitting an ITT you agree that your participation in this procurement may be made public.

The answers you give in this response will not be published on the transparency website but may fall to be disclosed under Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations 2004 (EIR).

Where sourcing documents issued by RWM or contracts with its suppliers fall to be disclosed, RWM will redact them as it thinks necessary, having regard (inter alia) to the exemptions in the FOIA or EIR.

You are therefore required to identify (& segregate where possible) within your tender submission such information, data or images which you believe are commercially sensitive. If RWM is required to disclose such documents then we will assess your request/ identification against the exemptions set out under FAOA or EIR when considering which information should/ should not be published. The omission of such identification (& segregation) will indicate to RWM that all of the information/ data/ images within your submission are publishable.

2.8 The Bribery Act 2010

Tenderers are advised that RWM takes its obligations in relation to The Bribery Act very seriously and expects the same behaviour to be demonstrated by its supply chain. RWM does not condone any form of bribery offence and has incorporated a clause into its terms and conditions which outlines a supplier's obligations.

2.9 Managing Supplier Poor Performance cross-Government

Government has developed an approach to ensuring poor performance by suppliers can be taken into account and robustly assessed prior to new contracts being entered into.

RWM will ensure that consideration of poor performance on existing or previous contracts is made at the Selection stage, in the assessment of technical and professional ability (Reg. 25). This will include where there are examples of serious and persistent breach in the delivery of both current and previous contracts.

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Where a supplier has been found to have committed “Grave Misconduct” in the course of its business or profession, RWM will have the right to exercise “Discretionary Exclusion” of that supplier under the Public Contracts Regulations 2015.

In addition, RWM will reassess economic and financial standing, and technical and professional ability, and any discretionary or mandatory grounds for exclusion, before key points in the procurement process (i.e. short listing, preferred bidder status, award of contract etc.). This will be done by asking the bidder whether anything has changed since the original assessment; and by checking with other departments/contracting authorities.

2.10 SME Reporting

In line with the government’s initiative to achieve their aspirational target of ‘25% of government contracts awarded to SMEs (Small and Medium sized Enterprises)’, RWM is required to report to central government regarding direct expenditure with SMEs. This reporting has recently been expanded to capture indirect SME expenditure i.e. direct SME expenditure within our major contracts – major contracts have been determined to be those with whom RWM spends in excess of £500k p.a. This value is cumulative and covers total expenditure across all contracts that RWM holds with each organisation i.e. is not contract specific. This threshold is subject to review from time to time and may increase or decrease accordingly.

In order to satisfy the requirements of this expanded reporting requirement, RWM may therefore require some information from your organisation should you be successful in being awarded this contract. If your contract is deemed to be captured, we will require the value of direct expenditure between your organisation and SMEs under your RWM contracts. This value should not include any SME expenditure which may be filtered through from another route e.g. through an SLC contract, contracting at Tier 2 (or another) level. Only your direct expenditure with SMEs under direct contracts with RWM should be captured within this exercise (please see the contract details below). This data is required to be submitted on a quarterly basis, the dates for which will be agreed up front. You will be required to have in place appropriate reporting systems to ensure this reporting data is submitted in a timely manner.

2.11 Energy Efficiency Directive 2012/27/EU

You will be required to ensure that any goods/services supplied to RWM as part of the contract will be supplied to meet the RWM’s obligations under Article 6 of the Energy Efficiency Directive 2012/27/EU.

2.12 Cyber Essentials

Not used.

2.13 Security Classification

This tender is marked ‘Official’.

The resultant contract will also be marked ‘Official’.

The contractor shall comply with the requirements set out in document IPPR01-TAC09 “Information Security Responsibilities for Contractors Handling ‘OFFICIAL’ Information outside NDA Premises”.

Further information on security markings is available from:

<https://www.gov.uk/government/publications/government-security-classifications>

3 Scope

The Scope is in the Contract Technical Specification “Provision of design/art direction for RWM’s marketing communications materials” attached to this tender.

4 Information Required from Tenderers

Tender submissions should **not exceed 20 pages or slides** and must include the following information:

4.1 Background

4.1.1. Please provide the full name and postal address of your organisation together with contact name, telephone number and e-mail address for correspondence in connection with your submission.

4.2 Experience

4.2.1 Please provide up to four case studies of your work relevant to this scope of work.

4.3 Approach

4.3.1 Please describe your approach to the services demonstrating your understanding of our requirements.

4.4 Personnel

4.4.1 Please supply your CV and portfolio (or a link to your website, if applicable). please include details of your professional qualifications and experience. **CVs must not exceed one side of A4.**

4.5 Security

4.5.1 Please confirm your ability to meet the security requirements set out in this ITT.

4.6 Commercial considerations, including price

4.6.1 Please provide your fully inclusive hourly rate for providing the services.

4.6.2 Confirm your agreement to RWM's contractual terms & conditions IPPR01-TAC02 Rev 7 – General Terms and Conditions of Contract – shortform consultancy.

4.7 Conflicts of Interest

4.7.1 State whether the award of this contract to you would give rise to any conflict of interest between yourself and us including but not limited to any of your roles with NDA, Department for Business, Energy and Industrial Strategy, National Audit Office, Crown Commercial Service, contractors providing Contract Management services, software or facilities.

4.8 Evaluation criteria weightings

4.8.1 The evaluation criteria weightings are set out in the table below.

Evaluation criteria

Criteria	Evidence Sought	Weightings
Experience	4.2.1	20%
Approach	4.3.1	25%
Personnel	4.4.1	30%

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Security	4.5.1	Pass/Fail
Price	4.6.1	25%
Conflicts of Interest	4.7.1	Pass/Fail

4.9 Technical scoring

The technical criteria shall be scored on a scale of 0 to 10 as detailed below:

(9-10) Excellent	Such a response would normally be evidenced by many strengths, significant strengths, no significant weaknesses and present a high level of successful performance expectation.
(7-8) Good	Such a response would normally be evidenced by strengths, a few significant strengths, no significant weaknesses, and present an above average level of successful performance expectation.
(6) Satisfactory	Such a response would normally be evidenced by few if any significant strengths, some strengths. A satisfactory score could be expected to be able to perform but with a moderate level of successful performance expectation.
(4-5) Marginal	Such a response would normally be evidenced by few if any strengths, significant weaknesses, and weaknesses and present a low level of successful performance expectation.
(1-3) Unsatisfactory	Such a response has provided a completely deficient response such that it would require an entirely new response. There would be no strengths significant weaknesses and/ weaknesses would exist and there would be no expectation of successful performance.
(0) No response given	

A bid scoring 3 (three) Unsatisfactory or below against any one criteria may be rejected in total at the RWM's discretion.

A bid scoring 5 (five) Marginal or below against two or more criteria may be rejected in total at the RWM's discretion.

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4.10 Financial scoring

The lowest priced bid, including forecast estimate of expenses, shall be awarded a score of 10 (ten).

Higher priced bids shall be awarded a score proportional to the difference between their price and the lowest priced bid using the formula given below:

$$\text{Score} = \left(1 - \left(\frac{P_O - P_L}{P_L} \right) \right) \times 10$$

Where P_O = Offered price and P_L = Lowest technically acceptable price offered

4.11 Award decision

The award decision will be given in favour of the highest scoring bid. In the event that two bids are given the same score (following clarifications and interviews if required) then the RWM reserve the right to subject the bid process to a separate peer review and/or to award to the lowest priced bid.

In the event that the assessment panel dispute the outcome of the scoring process and wish to make a recommendation other than the highest scoring bid then the panel will seek the approval of the Business Services Director.

5 Contract Details

5.1 Duration

The contract duration shall be 6 months with the option at RWM's discretion to extend by up to two further 3 month periods.

5.2 Contractual terms & conditions

RWM's contractual terms & conditions IPPR01-TAC02 Rev 7 - RWM's General Terms & Conditions of Contract – shortform consultancy. A copy of RWM's contractual terms & conditions are enclosed with this ITT.

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In addition the contractor shall comply with the requirements set out in document IPPR01-TAC09 "Information Security Responsibilities for Contractors Handling 'OFFICIAL' Information outside NDA Premises".

5.3 Fee structure & payment terms

The fee will be paid monthly in arrears to the value of the services executed.

Authorised travel will be paid in accordance with RWM travel policy supported by evidence of expenditure.

6 General Information on Tendering Process

6.1 Incomplete tenders

Your tender may be rejected if the complete information called for is not given at the time of tendering.

6.2 Receipt of tenders

Tenders will be received up to the time and date stated. Those received before that date will be retained unopened until then. Please ensure that your tender is delivered not later than the appointed time. Please note that if response to ITT is not received by the due date and time then it is at RWM's discretion to review the response or to reject the response outright.

6.3 Acceptance of tenders

By issuing this invitation RWM is not bound in any way and does not have to accept the lowest or any tender. RWM may decide not to appoint any of the firms responding to this invitation. RWM reserves the right to award this contract in part or in full.

6.4 Inducements

Offering an inducement of any kind in relation to obtaining this or any other contract with RWM will disqualify your tender from being considered and may constitute a criminal offence.

6.5 Costs and expenses

You will not be entitled to claim from RWM any costs or expenses, which you, your sub-contractors or your agents may incur in preparing your tender whether or not your tender is successful. You must bear any further costs incurred prior to award of contract unless otherwise agreed in writing by RWM.

6.6 Contacts

All communication regarding this tender **must** be channelled through the contacts specified. Failure to adhere to this instruction will render you non-compliant and subsequently disqualify your organisation and your bid from the tender process.

6.7 Debriefing

Following the award of contract, debriefing will be provided to tenderers on request.

6.8 Financial appraisal

RWM may conduct a financial appraisal of your company in order to satisfy itself that you have sufficient means to perform the contract.

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6.9 Legal form

No legal form is required, but in the event of a group of contractors submitting an acceptable offer, it will be necessary to provide an undertaking that each company or Firm will be jointly and severally responsible for the due performance of the Contract

6.10 Confidentiality

All information supplied by RWM to you must be treated in confidence and not disclosed to third parties except insofar as this is necessary to obtain sureties or quotations for the purposes of submitting the tender.

All information supplied by you to RWM will similarly be treated in confidence except:

- 6.10.1 References may be sought from banks, existing or past clients, or other referees submitted by the tenderers.
- 6.10.2 For the disclosure of such information with regard to the outcome of the procurement process as may be required to be published in the Supplement to the Official Journal of the European Communities in accordance with EC directives or elsewhere in accordance with the requirements of UK government policy on the disclosure of information relating to government contracts.
- 6.10.3 The Contractor acknowledges that RWM is subject to the requirements of the Freedom of Information Act 2000 ('FOIA') and the Environmental Information Regulations 2004 ('EIR') and shall assist and co-operate with RWM (at the Contractor's expense) to enable RWM to comply with these information disclosure requirements.
- 6.10.4 RWM shall be responsible for determining at its absolute discretion whether information is exempt from disclosure in accordance with the FOIA or the EIR and whether the information is to be disclosed in response to a request for information. The Contractor acknowledges that RWM may be obliged under the FOIA or the EIR to disclose information without consulting the Contractor; or following consultation with the Contractor and having taken its views into account.
- 6.10.5 The Contractor may indicate those sections of the information which it deems to be exempt from publication under the FOIA and EIR. Nevertheless, the Contractor acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that RWM may nevertheless be obliged to disclose Confidential Information in accordance with the paragraph above.
- 6.10.6 Any personal data supplied as part of this process will be handled in full accordance with the terms of the Data Protection Act 1998.

6.11 Accuracy of requirements

Whilst every endeavour has been made to produce an accurate description of RWM requirements as they are envisaged at this time, RWM cannot accept responsibility for your interpretation of these requirements. You should form your own conclusions about the methods and resources needed to meet RWM requirements.

6.12 Access to the Contractor's premises

RWM reserves the right to inspect and examine the Contractor's premises as part of the tender process accordingly.

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6.13 All rights reserved

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Appendix 1 Information Provided with ITT Document

- 1.1 IPPR01-TAC02 Rev 7 - RWM's General Terms & Conditions of Contract – shortform consultancy.
- 1.2 IPPR01-TAC09 Information Security Responsibilities for Contractors Handling 'OFFICIAL' Information outside NDA Premises

Appendix 2 List of Contacts

Madeline Jones
Email: madeline.jones@nda.gov.uk

CONDITIONS OF CONTRACT IPPR01 REV 7

RWM GENERAL TERMS & CONDITIONS OF CONTRACT – SHORTFORM CONSULTANCY

This document sets out the terms of the agreement by which we, the Radioactive Waste Management Limited (RWM), engage you as our consultant to perform the services defined. Unless stated otherwise by us in writing all work undertaken by you for us following the commencement of this agreement will be subject to its terms and conditions.

1 ENGAGEMENT AND DURATION

- 1.1 We hereby engage you and you accept such engagement to provide the services on the terms and subject to the conditions of this agreement.

2 PERFORMANCE OF SERVICES

- 2.1 You shall perform the services in accordance with this agreement exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced expert in your profession seeking to comply with his or her contractual obligations and complying with all applicable laws and regulations.
- 2.2 You shall perform such stages or parts of the services by their respective delivery date(s) as are specified in schedule or the purchase order and shall complete all the services under this agreement by the completion date as may be specified in the schedule or the purchase order.
- 2.3 You shall comply with (at your cost) all applicable laws, rules, regulations, guidelines and codes of practice relating to the services (including, without limit, in relation to health and safety, environmental matters and / or any of our (or our customers') premises) as are in force from time to time or as may be notified to you by us from time to time.
- 2.4 Without prejudice to clause 2.3 above, you shall (and shall procure that your sub-contractors shall) operate an appropriate equal opportunities policy.
- 2.5 Without prejudice to clause 2.3 above, to the extent that you process or control any data or information belonging to us or made available by us which is personal data within the meaning of the Data Protection Act 1998 you shall comply with that act and our reasonable requirements notified to you in connection with the same from time to time.
- 2.6 You shall (and shall procure that your employees, agents and sub-contractors) do (or refrain from doing, as the case may be) such things as we may reasonably require from time to time in connection with this agreement so as to ensure that we are able to comply with all relevant laws.
- 2.7 You shall not be entitled to payment of fees or expenses from us for the provision of any goods or services except as described in schedule 1, unless the same is the subject of a written purchase order ("purchase order") (marked "purchase order" and bearing the above contract reference no.).
- 2.8 You shall accept any reasonable variation in scope, specification, quantity or delivery date(s) in relation to the services. The price shall be adjusted and agreed in writing by us to reflect the variation having regard to the rates and prices used in this agreement or, where these are not relevant, to what is fair and reasonable. No such variation shall be effective until confirmed by us in writing.

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3 FEES AND EXPENSES

- 3.1 In consideration of the proper performance of the services to our satisfaction you shall be paid the contract price as detailed in Schedule 2 (or in any purchase order), provided that in no circumstances shall the total amount (including all fees and expenses) payable by us to you under this agreement exceed the limit of liability stated in Schedule 2 (or in any purchase order).
- 3.2 We shall reimburse all necessary and reasonable expenses incurred by you in the performance of the services, provided such expenses are either expressly authorised elsewhere in this agreement or incurred with our prior written approval and in each case are accompanied by auditable evidence of the actual costs incurred.
- 3.3 Unless otherwise agreed in writing the rates and prices detailed in this agreement are fixed for the duration of this agreement and shall be exclusive of vat.

4 PAYMENT

- 4.1 You shall be entitled to invoice us on a monthly basis in arrears for the value (determined under schedule 2 or in the applicable purchase order) of the services performed to our satisfaction since the commencement of the services and not previously invoiced. Each invoice shall bear the above contract reference and purchase order number. And any other reference specified by us from time to time.
- 4.2 In the case of time charged work, each invoice shall be supported by a statement of the time expended by you in performance of the services and any associated travel, accommodation and subsistence, expenses or other agreed charges.
- 4.3 The charges and expenses are to be shown net on the consultant's invoice(s). Vat where chargeable shall be added at the prevailing rate as applicable and will be reimbursed to the consultant by RWM providing the consultant includes, copies of all the original relevant receipts and invoices, subject to receipt of a valid vat invoice bearing a valid Vat number. Where the consultant is Vat registered, any vat recoverable by the consultant from HMRC on expenses being recharged must not be charged to RWM. They must be invoiced to RWM net of Vat.
- 4.4 Invoices must be submitted by you to the accounts payable department and marked for the attention of the finance officer. We shall pay to you the undisputed part of each such invoice within 30 days of a properly submitted and valid vat invoice.
- 4.5 If any payment properly due and payable by us to you is overdue, to the extent that it is not the subject of a bona fide dispute between us, interest may be charged at an annual rate of 2% above the Bank of England's base rate from time to time applicable until the sum due is paid. The payment of such interest shall be your sole remedy for late payment.
- 4.6 Where the consultant enters into a sub-contract with a supplier, consultant or contractor for the purpose of performing its obligations under the contract, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the consultant to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice

5 INDEMNITY AND LIABILITY

- 5.1 Except to the extent of losses, injuries or damage resulting directly from any act, default or negligence of RWM the consultant shall indemnify and keep indemnified RWM against all actions, claims, demands, proceedings, damages, costs, charges and expenses (including losses or claims for injuries or damage to any person or property), which may arise out of or in consequence of the performance or non-performance of the services including in connection

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with any negligence or breach of contract committed by the consultant (including any of the named personnel or sub-contractors or any other person engaged in the performance of any part of the services).

5.2 Your maximum liability to us under paragraph 5.1 shall be two and a half times the contract value except for liability for death or personnel injury (which shall be unlimited).

5.3 Neither of us shall be liable to the other for consequential loss or damage.

6 INSURANCE

6.1 Without prejudice to your liability to indemnify us under paragraph 5.1, you shall insure and keep insured your liability for a sum not less than £5,000,000 for any one claim in respect of public liability and for a sum of not less than £1,000,000 in aggregate under an appropriate policy of professional indemnity insurance for a period of at least 6 years after the completion of the services.

6.2 You shall provide to us promptly following any request satisfactory evidence that the policies of insurance required under this paragraph 6 have been affected and maintained in force.

7 CONFIDENTIALITY

7.1 Subject to the requirements of law, you undertake that all information acquired by you in connection with this agreement shall be treated by you (and by any person to whom you are permitted to disclose the same) as confidential and shall not be disclosed to any other person, or used for any purpose, except to the limited extent necessary to enable you to perform the services.

7.2 The undertaking in paragraph 7.1 shall not apply to any information which is already in your possession prior to the date of this agreement or which is received from a third party lawfully entitled to disclose the same or which is or becomes public knowledge other than by breach of this undertaking.

8 DISCLOSURE OF INFORMATION

8.1 We operate a transparency policy and associated code of practice on access to information whereby information (such as this agreement, correspondence, e-mails, minutes of meetings and reports) provided by you to us may be disclosed from time to time at our discretion into the public domain. Unless the information concerned is identified by you in writing as commercially sensitive when it is provided to us, you shall be deemed to have consented to such disclosure. If you identify any information as commercially sensitive then, subject to compliance by us with our obligations under the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004 and/or any relevant law or a request by any court, governmental or regulatory body to disclose the same, we shall use all reasonable endeavours to keep it confidential.

9 ANNOUNCEMENTS AND PUBLICATIONS

9.1 You may advertise or publicly announce that you are undertaking services for us but you shall not disclose any of our confidential information. You shall provide at least 1 weeks notice prior to any such announcement and provide such reasonable details as we may request and you will make any changes to the announcement as we may reasonably require.

9.2 All enquiries from the press in connection with the services shall be directed to us.

9.3 You shall at all times in connection with the services exercise particular courtesy and care in dealing with the public.

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- 9.4 We encourage, where it is in the public interest, the publication by you of relevant aspects of matters arising from the services in appropriate academic journals and/or other reputable publications provided that you do not disclose any of our confidential or proprietary information. You shall give us as much notice as is reasonably practicable of an intention to create or issue such a publication. As early as possible, but not less than 1 month prior to the submission of such a publication to any third party, you shall procure that we receive a copy of the same for our prior approval (not to be unreasonably withheld or delayed). Unless and until we give our written approval you shall ensure that no part or the whole of any such intended publication is disclosed to any third party.

10 SECURITY

- 10.1 Your attention is drawn to the provisions of the following legislation:
- (a) Official Secrets Act 1911 to 1989 in general and to chapter 6 of the Official Secrets Act 1989 in particular.
 - (b) the Anti-terrorism, Crime & Security Act 2001 in general and part 8 section 79 in particular.
 - (c) the Nuclear Industries Security Regulations 2003
- 10.2 The laws described above may apply to you and your agents and employees and may continue to apply after the termination of this agreement.
- 10.3 Should you have, or be required to have, access to our information classified as restricted or confidential and/or any part of our IT system then you shall be subject to vetting by the office for nuclear regulation (onr) through the RWM security manager prior to commencing any of the services.
- 10.4 The vetting process shall include taking up references, verification of your identity and the completion and processing of a criminal records declaration form.

11 INTELLECTUAL PROPERTY

- 11.1 Subject to any pre-existing rights, all information, reports, any other results and all intellectual property created or generated by you in the performance of the services shall be our absolute property.
- 11.2 You grant us a non-exclusive, worldwide, perpetual, transferable royalty-free licence (including the right for us and any of our sub-licensees to sub-license) in respect of all intellectual property which does not belong to us under paragraph 11.1, but which is necessary to obtain the full benefit of the services.
- 11.3 You agree (at our request and expense) and whether during the term, or after termination, of this agreement to execute all such documents and do all such other acts or things as are necessary or desirable to transfer, vest in and/or confirm to us the rights described in this paragraph 11.
- 11.4 You warrant that the services will not infringe any intellectual property or other rights of any third party anywhere in the world.
- 11.5 In this paragraph 11, the expression "intellectual property" means any inventions, know-how, trade secrets, trade marks, logos, processes, registered designs, design rights and all other designs (whether registrable or not), rights in databases, copyright, moral rights and all other rights or forms of protection (whether or not registrable and including applications for registration) of a similar nature or having a broadly equivalent effect anywhere in the world.

12 FINANCIAL RECORDS, AUDIT CLAIMS & RELEVANT AUTHORITIES

- 12.1 You shall maintain full, true and accurate sets of accounts and records in connection with the services and all transactions related to them in accordance with generally accepted accounting principles in the United Kingdom. All such accounts and records shall be retained by you for a period of not less than 6 years after the completion or termination of this agreement. We and/or any relevant authority (or our/their authorised representatives) shall have the right to audit the same at your address (shown at the head of this letter) at any time during the term of this agreement and the 6 years period referred to above.
- 12.2 If, as a result of any audit, it is found that any incorrect payments have been made by us then such incorrect payments shall be adjusted in accordance with the findings of the audit.
- 12.3 Without prejudice to the other provisions of the agreement, you shall notify us as soon as practicable on becoming aware of any threatened, potential or actual claim from any third party in relation any matter connected with the agreement or the services. On our request you shall make full disclosure of all facts pertaining to the threatened, potential or actual claim.
- 12.4 You shall provide promptly to us (or if directed by us, to any relevant authority) such information as we or any relevant authority may reasonably request in connection with the agreement and / or the services and shall permit any relevant authority (or its authorised representatives) to undertake such inspection or audit as it may reasonably require in connection with the agreement or the services.
- 12.5 In this agreement the expression "relevant authority" means any the nuclear decommissioning authority, the health and safety executive, the secretary of state for defence, the office of nuclear regulation, the environment agency, the scottish environment agency, the comptroller and auditor general or any other competent UK or EU Governmental authority having jurisdiction over RWM or any of its activities from time to time.

13 YOUR STATUS

- 13.1 This agreement is not a contract of employment and you shall be responsible for administering and paying all employer's and employee's income tax and national insurance and similar contributions in respect of you (and any other person engaged by you in the performance of the services) and shall indemnify and keep us indemnified in full against any claim by the relevant authorities in respect of such income tax and contributions (including any associated interest, penalties and costs) in any way relating to the services.

14 FORCE MAJEURE AND RWM DELAY

- 14.1 If either of us (the "affected party") is affected by force majeure then the affected party shall immediately notify the other in writing of the matters constituting the force majeure and shall keep the other fully informed of their continuance and of any relevant change of circumstances whilst such force majeure continues.
- 14.2 The affected party shall take all reasonable steps available to it to minimise the effects of force majeure on the performance of its obligations under this agreement.
- 14.3 Save as provided in paragraph 14.4 below force majeure shall not entitle either of us to terminate this agreement and neither of us shall be in breach of this agreement, 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.
- 14.4 If the affected party fails to comply with its obligations under paragraphs 14.1 and 14.2 then no relief for force majeure, including the provisions of paragraph 14.3, shall be available to it and the obligations of each of us shall continue in force.

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- 14.5 If the force majeure continues for longer than 2 months either of us may at any time whilst such force majeure continues by notice in writing to the other immediately terminate this agreement.
- 14.6 If, after the date of this agreement, you demonstrate to us that you have been materially delayed or impeded in performing the services by any act or omission of us and providing you shall without delay have notified us in writing of such delay or impedance, we shall promptly grant you in writing such extension of time as may be reasonable for the completion of the services (or the affected part of them) and any relevant delivery date(s) and/or the completion date shall be amended accordingly.
- 14.7 In this agreement the expression "force majeure" means any event outside the reasonable control of either of us affecting its ability to perform any of its obligations under this agreement including, without limit, act of god, fire, flood, lightning, war, revolution, act of terrorism, riot or civil commotion, industrial action, failure of supplies of power, fuel, transport, equipment, raw materials or other goods or services.

15 TERMINATION

- 15.1 We may terminate this agreement immediately at any time by giving you written notice if you:
- (a) Breach any term of this agreement which in our reasonable opinion is incapable of remedy or fail to remedy any other breach of this agreement within 14 days of a request from us to do so;
 - (b) Die or cease trading for a continuous period of 30 days, or become unable to pay your debts as they fall due or you are the subject of a petition, application or order for administration, winding-up or bankruptcy or you compound with your creditors generally or enter into a creditors voluntary arrangement or a trustee or receiver is appointed over any of your business or assets or you take or suffer any similar action in consequence of debt.
 - (c) Fail to obtain any necessary clearance in connection with any vetting required under paragraph 10.3.
- 15.2 Either party may terminate this agreement at any time on giving not less than 1 month's notice in writing to the other.
- 15.3 The termination of this agreement under this paragraph 15 shall be without payment of compensation or other damages caused to you solely by such termination, and the termination of this agreement for any reason will not affect any rights or liabilities which have accrued to either of us before termination nor any provisions of this agreement which are expressed or intended to enter into or remain in force after its termination. In the event of termination under clause 15.2 we shall at our discretion pay a reasonable proportion of the contract price provided always that the work done by you up to the date of termination is delivered to us.
- 15.4 Upon termination of this agreement for any reason whatsoever you shall immediately return to us all our property in your possession or control at the date of termination.

16 ASSIGNMENT, SUB-CONTRACTING AND NOVATION

- 16.1 This agreement is personal to you. You shall not assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of your rights and responsibilities under this agreement without our prior written approval.
- 16.2 You shall be liable for all the acts and omissions of any sub-contractor regardless of any approval given by us under paragraph 16.1, or otherwise.

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- 16.3 In connection with any restructuring of any part or the whole of our business or operations we may at any time assign, novate or otherwise transfer the benefit and burden of this agreement to any other person provided that in our reasonable opinion such person is of sufficient standing to be able to discharge our responsibilities under this agreement. In such circumstances, promptly following our request, you shall execute, at our cost, all further deeds and documents as we may require to give effect to such assignment, novation or transfer on terms acceptable to us.

17 ROUTINE COMMUNICATIONS AND FORMAL NOTICES

- 17.1 We agree that unless either of us otherwise notifies the other in writing to the contrary all routine correspondence and communications between us may be undertaken by e-mail to the relevant addresses of the relevant personnel of each of us as notified to the other from time to time. Except to the extent provided for in this paragraph 17.1 all communications and notices shall be served in accordance with the remaining provisions of this paragraph 17.
- 17.2 Every notice to be served pursuant to this agreement shall be in writing and may be served by personal delivery, by email, by post or fax either to our address as set out in the attached contract letter and marked for the attention of the purchasing & contracts manager, to your address as set out in the attached contract letter or to such other address as either of us shall, in accordance with this paragraph 17.2, most recently have notified to the other as its address for the service of notices.
- 17.3 Any notice served in accordance with paragraph 17.2 shall be deemed to have been duly served in the case of personal delivery, upon actual delivery to the correct address; in the case of service by email upon receipt of the email by the receiving party; in the case of service by post 2 working days after posting the same in a correctly addressed and stamped envelope sent by first class post; in the case of transmission by fax between 9.00 am and 4.00 pm on a working day, upon the completion of transmission to the correct number but otherwise at 9.00am on the working day following such transmission.

18 TRANSPARENCY

- 18.1 In order to comply with the government's policy on transparency in the areas of procurement and contracts the contractor agrees that the contract and the tender documents issued by the authority which led to its creation will be published by the authority on a designated web site.
- 18.2 The entire contract and all the tender documents issued by the authority will be published on the designated web site save where to do so would disclose information the disclosure of which would:
- a) Contravene a binding confidentiality undertaking;
 - b) Be contrary to regulation 43 of the Public Contracts Regulations 2006; or
 - c) in the reasonable opinion of the authority be prevented by virtue of one or more of the exemptions in the Freedom of Information Act 2000 or one or more of the exceptions in the Environmental Information Regulations 2004.
- 18.3 If any of the situations in condition 18(2) apply, the contractor consents to the contract or tender documents being redacted by the authority to the extent necessary to remove or obscure the relevant material and being published on the designated website subject to those redactions.
- 18.4 In condition 18(1) the expression "tender documents" means the advertisement issued by the authority seeking expressions of interest, the pre qualification questionnaire and the invitation to tender and the contract includes the contractor's proposal.

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19 MONITORING AND MANAGEMENT INFORMATION

- 19.1 Where requested by the authority, the contractor shall supply to the authority and to the Office of Government Commerce (OGC) such information and advice relating to the management of the contract as the authority or OGC may require.
- 19.2 The information and advice referred to in condition 19(1) may include, but is not limited to, the following: line item amount, invoice line description, invoice line number, currency code, order date, vat inclusion flag, vat rate, list price, number of items, unit of purchase quantity, price per unit, supplier service code, service description and/or name, unspsc code, taxonomy code and/or name, geographical, project code, project description, project start date, project delivery date (estimate and actual), total project cost and project stage.
- 19.3 The information referred to in condition 19(1) shall be supplied in such form and within such timescales as the authority or OGC may reasonably require.
- 19.4 The contractor agrees that the authority may provide OGC with information relating to the services procured and any payments made under the contract.
- 19.5 Upon receipt of the information supplied by the contractor in response to a request under condition 19(1) or receipt of information provided by the authority to ogc under condition 19(4) the authority and the contractor hereby consent to OGC:
- (a) storing and analysing the information and producing statistics; and
 - (b) sharing the information or any statistics produced using the information, with any other contracting authority.
- 19.6 In the event that OGC shares the information provided under condition 19(1) or 19(3) in accordance with condition 19(5) b), any contracting authority (as defined in regulation 3 of the Public Contracts Regulations 2006) receiving the information shall be informed of the confidential nature of that information and shall be requested not to disclose it to any body which is not a contracting authority (unless required by law).
- 19.7 The authority may make changes to the type of information which the contractor is required to supply and shall give the contractor at least one calendar month's written notice of any such changes.

20 BRIBERY ACT 2010

- 20.1 The contractor shall and shall procure that persons associated with it or other persons who are performing services or providing goods in connection with this agreement shall:
- (a) Comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption ("relevant requirements"), including but not limited to the Bribery Act 2010;
 - (b) Not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - (c) Comply with the RWM procedures relating to ethics and propriety, as highlighted to you from time to time ("relevant policies").
 - (d) Not do, or omit to do, any act that will cause or lead the RWM to be in breach of any of the relevant requirements or relevant policies;

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- (e) Have and shall maintain in place throughout the term of this agreement its own policies, procedures or processes, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the relevant requirements, the relevant policies and clause 20, and will enforce them where appropriate;
- (f) If requested, other than in relation to a breach of this clause 20, provide the RWM with any reasonable assistance, at the RWM's reasonable cost, to enable the RWM 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 or relevant policies;
- (g) Within 30 days of the date of this agreement certify to the RWM in writing signed by an officer of the contractor compliance with this clause 20 by the contractor and all persons associated with it or other persons who are performing services or supplying goods in connection with this agreement. The contractor shall provide such supporting evidence of compliance as the RWM may reasonably request.

20.2 The contractor warrants and represents that:

- (a) Neither the contractor nor any of its officers, employees or other persons associated with it;
- (b) Has been convicted of any offence involving bribery or corruption, fraud or dishonesty;
- (c) 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
- (d) 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;

20.3 The contractor shall immediately notify the RWM if, at any time during the term of this agreement, its circumstances, knowledge or awareness changes such that it would not be able to comply with this clause 20 or repeat the warranties set out in clause 20 at the relevant time.

21 GENERAL

- 21.1 Neither of us shall represent itself as the agent of the other for any purpose whatsoever nor shall have the authority to create or to assume any obligations of any kind (whether expressed or implied) for or on behalf of the other. Nothing in this agreement constitutes or is deemed to constitute a partnership or a joint venture between us for any purpose whatsoever.
- 21.2 No failure or delay by either of us in exercising any right or remedy under this agreement shall operate as a waiver of that right or remedy. No single or partial exercise by either of us of any right or remedy under this agreement shall preclude either of us from any other further exercise of that right or remedy or any other right or remedy.
- 21.3 Each of us undertakes to do such other acts and things and procure the execution of all such further documents as are necessary to give effect to the provisions of this agreement.
- 21.4 The contract constitutes the entire agreement between the parties in relation to the subject matter of the contract and supersedes and cancels any previous agreements, commitments, promises, representations and undertakings (whether or not in writing) except that this clause shall not exclude liability in respect of any fraud or fraudulent misrepresentation. If there is any conflict between any of the documents comprising the contract each such document shall prevail in the following order of priority:

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- (i) the contract letter;
- (ii) the conditions;
- (iii) the specification;
- (iv) the consultant's written proposal; and
- (v) any other document expressly incorporated in the contract.

- 21.5 This agreement shall not be amended or modified in any manner unless such amendment or modification is confirmed in writing by the RWM.
- 21.6 For the purpose of section 1(2) Contracts (Rights of Third Parties) Act 1999 we both state that we do not intend any term of this agreement to be enforced by any third party.
- 21.7 Each of us shall bear our own costs and expenses incurred in connection with the preparation and execution of this agreement.
- 21.8 This agreement shall be construed in accordance with and governed by English Law and subject to the exclusive jurisdiction of the English courts.

SCHEDULE 1

THE SERVICES

The Services shall comprise the work set out in RWM Contract Technical Specification "Provision of design/art direction for RWM's marketing communications materials".

The consultant shall provide all text, graphics and drawing based document submissions, deliverables and records in a digital form to permit direct entry into the RWM electronic document store without the need for optical scanning, as well as one or more paper copies. Digital files should be provided in native Microsoft word, MS Excel, MS Powerpoint, Coreldraw, Adobe Illustrator or Autocad formats or as adobe pdf documents at print resolution. Such electronic files should be transmitted to RWM as attachments to email messages (where documentation carries no protective markings) or alternatively on standard magnetic, optical or nvram media. Irrespective of the acceptable application format used, all files should be presented such that they can be read by standard IBM-compatible computers using a Microsoft windows operating system.

In addition, each item must be provided as a single file and this may constrain the way in which the consultant provides the results. In these circumstances the consultant shall inform RWM and agree an acceptable format before commencing work. The consultant should contact RWM for advice should he wish to request a variation from any of these requirements, or to seek clarification of acceptable file types.

Engineering drawings must be submitted in autocad 2000 or above format, and comply with the latest versions of BS8888 and/or its companion standards.

SCHEDULE 2

FEES

SCHEDULE 3

FREEDOM OF INFORMATION ACT 2000

THE ENVIRONMENTAL INFORMATION REGULATIONS 2004

1. APPLICABLE PROVISIONS

1.1 If the consultant is a public authority or other body which is subject to the requirements of foia and / or eir then the provisions in paragraph 3 in this schedule below shall apply.

1.2 If the consultant is not a public authority or other body which is subject to the requirements of foia and / or eir then the provisions in paragraph 2 in this schedule below shall apply.

1.3 In this schedule:

i "requests for information" (which shall include any apparent requests for information under foia or eir) has the meaning given to it in foia; and

ii. "information" has the meaning given to it in foia;

2. FREEDOM OF INFORMATION (FOR CONSULTANT NOT SUBJECT TO FOIA/EIR)

2.1 The Consultant acknowledges that RWM is subject to the requirements of foia and eir and shall assist and cooperate with RWM (at the consultant's expense) to enable RWM to comply with the information disclosure requirements.

2.2 The Consultant shall and shall procure that its sub-contractors:

(a) Transfer any requests for information relating to RWM or connected with the provision of the services or the contract as soon as practicable after receipt and in any event within 2 business days of receiving a request for information;

(b) Provide to RWM a copy of all information in their possession or power in the form that RWM requires within 5 business days of such information being requested; and

(c) Provide all necessary assistance as reasonably requested by RWM to enable it to respond to a request for information within the time for compliance set out in section 10 of FOIA or regulation 5 of eir (as the case may be).

2.3 RWM shall be responsible for determining at its absolute discretion whether any information:

2.3.1 Is exempt from disclosure in accordance with the provisions of FOIA or EIR;

2.3.2 Is to be disclosed in response to a request for information, and in no event shall the consultant respond directly to any requests for information unless expressly authorised to do so by RWM.

2.4 The consultant acknowledges that RWM may, acting in accordance with the secretary of state for constitutional affairs' code of practice on the discharge of public authorities' functions under part 1 of foia, be obliged under foia or eir to disclose information:

2.4.1 Without consulting the consultant; or

2.4.2 Following consultation with the consultant and having taken its views into account.

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2.5 The consultant shall ensure that all information produced in the course of the contract or relating to the contract is retained for disclosure and shall permit RWM to inspect such records as requested from time to time.

2.6 The consultant acknowledges that any information identified by the consultant as provided in confidence is of indicative value only and that RWM may nevertheless be obliged to disclose the same in accordance with clause 2.4.

3 FREEDOM OF INFORMATION (FOR CONSULTANT SUBJECT TO FOIA/EIR)

3.1 Each party acknowledges that the other party is subject to the requirements of foia and the eir and each party shall assist and cooperate with the other (at its own expense) to enable the other party to comply with these information disclosure obligations.

3.2 Where a party receives any requests for information in relation to information which it is holding on behalf of the other party, it shall (and shall procure that its sub-contractors shall):

3.2.1 Transfer any requests for information to the other party as soon as practicable after receipt and in any event within 2 business days of receiving a request for information;

3.2.2 Provide the other party with a copy of all information in its possession or power in the form that the other party requires within 5 business days of such information being requested (or such other period as that other may specify); and

3.2.3 Provide all necessary assistance as reasonably requested by the other party to enable that other party to respond to a request for information within the time for compliance set out in section 10 of foia or regulation 5 of eir (as the case may be).

3.3 Where a party receives any requests for information which relate to the contract, the services or the other party and which do not fall within the scope of clause 3.2, it shall notify the other party of the same as soon as practicable after receipt and in any event within 2 business days.

3.4 Each party shall cooperate and consult with the other party in each case where that other party so requires concerning any requests for information referred to in clause 3.3 and shall take full account of the views of that other party prior to finally determining that information must be disclosed in relation to any such requests for information.

3.5 If either party determines that information (including protected information) must be disclosed pursuant to clause 3.3, it shall notify the other party of that decision as soon as practicable and in any event least 2 business days before disclosure.

3.6 Without prejudice to clauses 3.3, 3.4 and 3.5, each party shall be responsible for determining at its absolute discretion whether any information:

3.6.1 Is exempt from disclosure in accordance with the provisions of foia or eir;

3.6.2 Is to be disclosed in response to any requests for information;

3.7 Without prejudice to clause 3.4, each party acknowledges that any lists or schedules provided by it outlining any protected information (including any information identified by the consultant as confidential are of indicative value only and that the other party may nevertheless be obliged to disclose the same in accordance with FOIA and / or EIR.

Information Security Responsibilities for Contractors Handling 'OFFICIAL' Information outside NDA Premises

IPPR01-TAC09

Rev 1 January 2016

1. INTRODUCTION

- 1.1 Throughout this document, the "Authority" is the Nuclear Decommissioning Authority (NDA), a Subsidiary of the NDA or a Site Licence Company (SLC)
- 1.2 All information created, processed, used, stored or shared by or on behalf of the Authority in the conduct of its business is OFFICIAL information: It has intrinsic value and requires an appropriate degree of protection.

2. SCOPE

- 2.1 Everyone who works with OFFICIAL information (including suppliers) has a duty of confidentiality and a responsibility to safeguard any such information or data that they have access to. OFFICIAL information must be handled with care to prevent loss or compromise.
- 2.2 Accidental or deliberate compromise, loss or misuse of certain OFFICIAL information may, under certain circumstances, constitute a criminal offence (e.g. under the Official Secrets Acts of 1911 to 1989, or the Data Protection Act 1998).
- 2.3 Individuals are personally accountable for protecting all OFFICIAL information in their care and must be provided with guidance about security requirements. This document provides Contractors with the requirements for managing OFFICIAL information; additional information can be found in the Government's Security Policy Framework and Security Classifications documents.
- 2.4 The Contractor shall ensure that every person who requires access to OFFICIAL information to enable the Contractor to deliver the service(s) the Authority has contracted it to supply is informed of and complies with the requirements established in this document.

3. OFFICIAL INFORMATION

- 3.1 The Authority operates a positive marking policy. Under the Government Security Classifications scheme, all information that is created, processed, used, stored or shared by or on behalf of the Authority is to be given a classification marking according to its content and/or sensitivity.
- 3.2 Occasionally information or documents may be received from other parties which do not bear a classification marking. The Contractor shall, for the avoidance of doubt, treat such unmarked information as OFFICIAL.
- 3.3 The security requirements and restrictions do not apply to information that has been published or otherwise been made widely available to the general public by the Authority or any of their predecessor organisations, or which the Contractor is required or directed to release to:

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- a) individuals or groups of individuals, who are not under contract (directly or indirectly) to the Authority, or to the public in general, in order to deliver the service(s) the Authority has contracted it to provide; or
 - b) a third party under a statutory requirement (e.g. the Data Protection Act 1998 or the Freedom of Information Act 2000).
- ("Release", in the context of paragraph 3.3, means to disclose without any requirements relating to its subsequent protection).

4. CONTROLS FOR THE PROTECTION OF OFFICIAL INFORMATION

- 4.1 The Contractor shall apply any controls specified in handling advice provided with any OFFICIAL information received, or which are otherwise stipulated by the Authority.
- 4.2 The Contractor shall handle all information with the appropriate degree of care to prevent loss, compromise, or inappropriate access. "Inappropriate access" means access by a person other than a person who requires access to that information for the Contractor to deliver the service(s) the Authority has contracted it to provide. "Appropriate degree of care" means:
 - a) the baseline controls specified in this document, or;
 - b) additional controls that the Contractor considers more appropriate, taking into account the sensitivity of the OFFICIAL information in question and the need to protect it from compromise by attackers with bounded capabilities and resources.
- 4.3 The Contractor shall, when creating, modifying, processing or annotating OFFICIAL information, consider whether any additional controls are likely to be necessary to protect it. Such considerations shall always take account of the sensitivity and the need to protect it from compromise by attackers with bounded capabilities and resources.
- 4.4 "Attackers with bounded capabilities and resources" include single-issue pressure groups, private investigators, competent individual hackers, 'hacktivists', individuals that might commit theft, and any other individuals or groups presenting an equivalent level of threat to the Authority.
- 4.5 If the Contractor identifies information as particularly sensitive, with a clear and justifiable need to reinforce the 'need to know' (for example; sensitive personal data, commercial or financial data), a conspicuous marking of OFFICIAL-SENSITIVE shall be considered. In such cases the Contractor shall seek the advice of the Authority.
- 4.6 When considering the sensitivity of OFFICIAL information, the Contractor shall take into account the degree to which it's compromise or loss would be likely to:
 - a) have damaging consequences for an individual (or individuals), the Authority, UK Government or any other organisation, if lost, stolen or published in the media;
 - b) cause significant or substantial distress to individuals or a group of people;
 - c) breach undertakings to maintain the confidentiality of information provided by third parties;
 - d) breach statutory restrictions on the disclosure of information (including those under the Official Secrets Acts 1911 to 1989, the Data Protection Act 1998 and the Anti-terrorism, Crime and Security Act 2001);
 - e) undermine the proper management of the public sector and its operations;
 - f) disrupt national operations;
 - g) impede the development or operation of UK Government policies; or

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- h) substantially undermine the financial viability of major organisations.
- 4.7 When assessing the sensitivity of OFFICIAL information, consideration shall not be limited to the implications of its compromise or loss in isolation; but must take into account the effects of the aggregation, accumulation and association of the OFFICIAL information in question with other OFFICIAL information handled by the Contractor.
- 4.8 Where the Contractor considers additional controls to protect OFFICIAL information from inappropriate access, those further controls will be specified in handling advice provided with the OFFICIAL information in question. Such advice shall describe the particular sensitivities of the information and provide meaningful guidance on how it should be handled. It should be presented in accordance with the following formula:
<the particular sensitivity of the information> <what the handler is allowed to do with the information> <what the handler needs to do to ensure it is given the appropriate level of protection>
- 4.9 The handling advice shall be displayed in a place where it would be most obvious to the handler (e.g: top of the first page of a document or email containing the information).

5. BASELINE CONTROLS FOR OFFICIAL INFORMATION

Access and Personnel Security

- 5.1 The Contractor shall ensure that every person who requires access to OFFICIAL information for the Contractor to deliver the service(s) the Authority has contracted it to supply has been subject to identity, nationality and right to work in the UK checks. If the Contractor wishes to employ anyone non-UK nationals on the contract he shall, prior to engaging the non-UK national, consult with the Authority as further checks and approvals may be needed.
- 5.2 Where the Contractor's employees require regular access to the Authority's premises or access to the Authority's IT network those persons shall as a minimum be subject to Baseline Personnel Security Standard (BPSS) security checks.
- 5.3 In respect of the Contractor's employees already holding a security clearance, but where the Authority is not the Vetting Authority, the Contractor shall prior to any work commencing provide the Authority's Contract Lead with the employee's name, date of birth, and the contact details of the relevant vetting authority.
- 5.4 "Relevant vetting authority" is, in relation to employees described in paragraph 5.3, the vetting authority that carried out the personnel security check or currently holds the security clearance.
- 5.5 "Vetting authority" means an organisation which is either formally approved by the Office for Nuclear Regulation (ONR) to initiate and manage BPSS checks or a body authorised to carry out equivalent or higher levels of checks, security clearance or vetting (e.g. a police authority or Defence Business Services).

Information Technology (IT) and Cyber Security

- 5.6 The Contractor shall ensure that any IT network, part of an IT network, or IT equipment used to create, process, use, store or share OFFICIAL information is either:
- a) accredited by an approved third party (ONR, Ministry of Defence (MOD) etc.) or NDA, to HMG IA Standards No. 1 and 2; or is:
 - b) used and maintained in accordance with the five "technical requirements" of the UK Government's 'Cyber Essentials' Scheme. (Cyber Essentials and Cyber Essentials Plus have been designed to provide 'light-touch' assurance, achievable at low cost):

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<https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

- 5.7 The Contractor shall demonstrate to the Authority's satisfaction that the "technical requirements" are being met through independent verification at least once every 12 months. Verification shall be equivalent to the Cyber Essentials Assurance Framework level specified by the Authority in the Contract Letter (Cyber Essentials or Cyber Essentials Plus). Verification may be gained through existing certification to other information security standards, such as ISO 27001:2013 or its successor(s).
- 5.8 The Contractor shall ensure that any mobile IT equipment (e.g. laptop, tablet, other mobile devices) or desk top computer located in domestic or residential premises which is used to create, process, use, store or share OFFICIAL information has full disk foundation grade encryption to Commercial Product Assurance (CPA): <http://www.cesg.gov.uk/servicecatalogue/Product-Assurance/CPA/Pages/CPA.aspx>
- 5.9 The Contractor shall ensure that the deletion of OFFICIAL information from an IT network, part of an IT network, or IT equipment is carried out in accordance with HMG Information Assurance (IA) Standard No. 5 (Secure Sanitisation).
- 5.10 The Contractor shall ensure that any OFFICIAL information that the Authority requires to be deleted from an IT network, part of an IT network, or IT equipment is deleted in accordance with paragraph 5.8.
- 5.11 The Contractor shall ensure that any OFFICIAL information on an IT network, part of an IT network, or IT equipment will be deleted in accordance with paragraph 5.9 before the equipment in question is discarded or disposed of.

Electronic transmission and communication

- 5.12 OFFICIAL information may be transmitted by email over the Internet, as follows:
 - a) to provide additional protection the Contractor should consider additional handling instructions and encrypting the information using a file compression ('zip') application set to 256 bit AES encryption and a strong password. Passwords must be sent by a separate channel (e.g. text message, telephone call, royal mail post);
 - b) e-mail operating within the Egress Switch Secure Workspace system; or
 - c) subject to the Authority's prior written agreement, other commercially available means of transmitting or sharing information in electronic form (e.g. G-Cloud services, <https://www.gov.uk/digital-marketplace>).

Information in hard-copy or on removable, recordable media

- 5.13 The Contractor shall record OFFICIAL information onto portable media device (e.g. usb memory stick, CD/DVD) only if it is necessary for the Contractor to do so in order for it to deliver the service(s) that the Authority has contracted it to supply, and that all such devices are encrypted using approved encryption software (see paragraph 5.7).
N.B. under no circumstances should any portable media be connected to the Authority's IT network without prior authorisation from the Authority's IT Security Manager and IT Manager.
- 5.14 The Contractor shall ensure that paper documents, records, etc. (or parts thereof) containing OFFICIAL information are photocopied or scanned into electronic form only if it is necessary for the Contractor to do so in order for it to deliver the service(s) that the Authority has contracted it to supply.
- 5.15 The Contractor shall ensure that all paper documents, records, etc., portable IT equipment (e.g. laptops, tablets) and portable digital media (e.g. memory sticks, CD

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ROMs) containing OFFICIAL information are stored in locked office furniture (e.g. desk drawer, cupboard, filing cabinet) within a secure building, when not in use.

The key(s) to the office furniture must be securely held.

- 5.16 The Contractor shall ensure, when moving OFFICIAL information by hand that the information is not capable of being seen by anyone that would not be granted access to it. The Contractor should avoid OFFICIAL information being overlooked by others if it is being worked on whilst it is in transit and, when it is not being worked on, ensure it is obscured from sight by an opaque cover (e.g. a document should be carried in an envelope, a case or closed bag).
- 5.17 The Contractor shall ensure, when transmitting OFFICIAL information by post or courier that it is contained in a single, unused envelope or parcel wrapping and that a return address is provided on the back of the envelope or parcel. The outside of the envelope or parcel must NOT be marked OFFICIAL (or with any other marking that might convey the nature of the information it contains).
- 5.18 The Contractor shall not carry out bulk transfers of documents, records, etc. containing OFFICIAL information without having undertaken an assessment of the risks associated with the proposed method of transfer and having obtained the prior (written) authorisation of the relevant Information Asset Owner. Advice on the likely suitability of proposed methods of transfer and assessments of their risks may be sought from the Authority's Security Manager.
- 5.19 Once the Contractor no longer needs access to the OFFICIAL information in order to deliver the service(s) that the Authority has contracted it to supply, or to fulfil any other legal or contractual obligations (to the Authority or a third party), the Contractor shall ensure that, where the OFFICIAL information in question is contained in or on:
 - a) a paper document; the paper document is either returned to the Authority or shredded on the Contractor's premises in accordance with HMG Information Assurance (IA) Standard No. 5 (Secure Sanitisation) before being disposed of from the Contractor's premises;
 - b) a CD ROM or DVD; the CD ROM or DVD is either returned to the Authority or broken up (so as to make reconstitution unlikely) on the Contractor's premises, before being disposed of from the Contractor's premises;
 - c) an encrypted removable memory device; the OFFICIAL information in question is deleted from the device using commercially available secure-wipe software product under Commercial Product Assurance (CPA):
<http://www.cesg.gov.uk/servicecatalogue/Product-Assurance/CPA/Pages/CPA.aspx>
 - d) In respect of information destroyed by the Contractor, the Contractor shall provide the Authority with written confirmation that all of the Authority's material pertaining to the work the contractor was engaged for (and whether classified or not) has been destroyed.

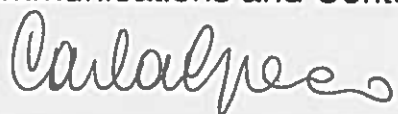
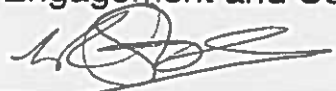
Breaches and Incident reporting

- 5.20 Contractors must have a breach management system in place to aid the detection and reporting of inappropriate behaviours, enable disciplinary procedures to be enforced and assist with criminal proceedings.
- 5.21 Immediately upon it becoming known to the Contractor, any event involving the theft, loss, or significant inappropriate access to the Authority's OFFICIAL information, shall be reported to the Authority by the most expedient means.



CONTRACT TECHNICAL SPECIFICATION

Provision of design/art direction services for RWM's marketing communications materials

Prepared by: (Name)	Carla Greco, Digital Communications and Content Manager 		
Approved by: (Name) (Job Title)	Ivan Stone, Director of Stakeholder Engagement and Communications 		
Document Number	Livelihood Reference		
Issue:		Status:	Approved for tender
Contract Number:			

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REVISION RECORD

DATE	VERSION	STATUS	COMMENTS
19 th July 17	1	Approved for tender	n/a

Note

Within this document, the term "Consultant" applies to companies or individuals working in the capacity of consultant, contractor or supplier to RWM.

KEY TO DOCUMENT STATUS

STATUS : APPROVED FOR TENDER

Approved for tender status means that approval has been given to the contents of this Contract Technical Specification for tender purposes only. It is not approved as the basis for entering into contractual commitments.

Approved for contract status means that approval has been given to the contents of this Contract Technical Specification for the purposes of entering into contractual commitments within the approved funding limits for this work.

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Provision of design/art direction services for RWM's marketing communications materials

1. Introduction

A new range of public-facing corporate and marketing communications materials is being produced by RWM to provide key information and benefits to stakeholders and the public about its delivery programme and siting process for the future provision of a Geological Disposal Facility (GDF) in the UK.

2. Objectives

To provide clear, accessible, open and honest, compelling visuals which would help explain who RWM are and de-mistify a potentially tricky proposition across a range of printed and digital content and across channels such as social media or community events.

3. Scope of work

With direction from the Digital Content and Communications Manager, to assist with the development of design and art direction across a broad range of visual requirements including the following deliverables over a six-month period (from end of September 17 to end of March 18), adhering to the RWM design and brand guidelines, to be flexed for different types of audience (B2C, B2B), on time and on budget. To provide options as required and to manage rounds of amends from start to completion, with delivery of the appropriate digital files on spec, including simple GIF animations. To work as a team with a copywriter as required.

4. Deliverables

To produce design and art direction for a brochure/suite of pdfs explaining how to engage in the GDF process, in support of the 'Working With Communities' guidance document

To produce design and art direction for a key public-facing brochure/suite of pdfs explaining potential community benefits derived from hosting a GDF

To assist the Digital Content and Communication Manager with the development of a suite of new GIF animations and infographics, by providing design and art direction in support of the GDF programme, at each production stage from concept to finish.

To assist the Digital Content and Communications Manager with the art direction of photographers. This might include assignments around the UK and abroad.

To assist the Digital Content and Communications Manager with the design and upload of web pages, following Gov.uk's Whitehall platform guidelines.

Generally, to provide new design and art direction across different channels including web, social media, community events, emails when required by the Digital Communications and Content Manager over the contractual period, and as detailed in a brief.

The deliverables above would include providing different options when required, managing amends and keeping a record of all files' versions and approvals. All open files and folders would be delivered to RWM at the end of each project for future use.

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4.1 Transfer of Rights

Subject to any pre-existing rights, all information, reports, any other results and all Intellectual Property created or generated by you in the performance of the Services shall be our absolute property.

You grant us a non-exclusive, worldwide, perpetual, transferable royalty-free licence (including the right for us and any of our sub-licensees to sub-license) in respect of all Intellectual Property which does not belong to us but which is necessary to obtain the full benefit of the Services.

You agree (at our request and expense) to execute all such documents and do all such other acts or things as are necessary or desirable to transfer, vest in and/or confirm to us these rights.

You warrant that the Services will not infringe any Intellectual Property or other rights of any third party anywhere in the world.

The expression "Intellectual Property" means any inventions, know-how, trade secrets, trademarks, logos, processes, registered designs, design rights and all other designs (whether registerable or not), rights in databases, copyright, moral rights and all other rights or forms of protection (whether or not registerable and including applications for registration) of a similar nature or having a broadly equivalent effect anywhere in the world.

4.2 Deliverables Required

This section should clearly identify the deliverables required.

4.2 Format of Deliverables

Where the output of the contract is a report the following table may be used:

CRITERIA	REQUIREMENTS
Objective	{Specify the overall objective of the report, e.g., "provide an easily understood overview of..."}
Audience	{Specify the technical level of the intended readership, e.g., non-technical, technical, specialist}
Style	{Specify any particular style requirements, e.g., discursive, plenty of graphics}
Contents/Structure	{Specify any particular structure to be adopted}
Executive Summary	{Indicate whether an executive summary is required}
Introduction/Context	{Insert text or notes for Preface/Introduction}
Target length	{State approximate number of pages}

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Special requirements	<i>{State any special requirements or additional information.}</i>
Review	<i>The contractor should allow for a minimum of one review and amendment iteration.</i>

Guidance on the Radioactive Waste Management Limited's (RWM) report requirements is contained in RWPR34-WI02 Contractors Reports to RWM – Guidance to Contractors, available from RWM.

5. Deliverables – electronic formats

The Contractor shall provide all text, graphics and drawing based document submissions, deliverables and records in a digital format to permit direct entry into the electronic document and record management system without the need for optical scanning, as well as one or more paper copies. Digital files should be provided in native Microsoft Word, MS Excel, MS PowerPoint, CorelDraw, Adobe Illustrator formats or preferably as Adobe PDF documents at print resolution. Such electronic files should be transmitted to RWM as attachments to Email messages or alternatively on standard magnetic, optical or NVRAM media. Documents carrying a protective security marking of OFFICIAL - SENSITIVE or above must not be e-mailed. Irrespective of the acceptable application format used, all files should be presented such that they can be read by computers using a Microsoft Windows operating system. In addition, each item must be provided as a single file and this may constrain the way in which the Contractor provides the results. In these circumstances the Contractor shall inform RWM and agree an acceptable format before commencing work. The Contractor should contact RWM for advice should he wish to request a variation from any of these requirements, or to seek clarification of acceptable file types.

Engineering drawings must be submitted in an AutoCAD format that is supported by its publisher, and comply with the latest relevant British Standard for Technical Product Specification e.g. BS 8888 and/or its companion or European equivalent.

Additional formatting requirements specific to this work package are: *Insert additional requirements if required.*

6. Technical and performance requirements

7. Specific requirements

Design degree or equivalent experience
Creative/marketing agency experience (external or client-side)

8. Documentation, data or equipment to be supplied by the RWM

Own Apple Mac and relevant software required.

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9. Timescales

10. Project management and progress reporting

11. Experimental work

Consultants undertaking experimental or laboratory work are subject to the following requirements.

11.1 Identification and retention of samples

The consultant must ensure that samples used or generated during the contract are uniquely and durably identified, in such a way that retains traceability to the relevant experimental work.

The original materials, samples generated and other materials that must be retained on completion of the work are specified in the table below.

<i>Description of samples or material</i>	<i>Minimum retention time (years)</i>	<i>Storage conditions</i>	<i>Additional Comments</i>

On expiry of the minimum retention time specified above, the consultant must inform the RWM in writing before destroying the samples or materials.

11.2 Records

The consultant must maintain adequate and contemporaneous records of experimental work, sufficient to enable the work to be repeated in an identical manner. Laboratory logbooks will normally form part of these records and be subject to the requirements of paragraph 14.

11.3 Calibration of measuring equipment

Equipment used for measurements that contribute to reported results must be calibrated, with traceability to relevant national standards, in compliance with an internationally recognised quality standard e.g. ISO 10012 or equivalent.

11.4 Wastes and liabilities

The consultant will be responsible for the disposal of all wastes arising from the project, unless otherwise agreed with RWM. See also paragraph 13.

12. Quality assurance requirements

12.1 Quality System Requirements

The work covered by this contract must be undertaken within the framework of a formal quality management system complying with an internationally recognised quality standard e.g. ISO 9001 or equivalent. The consultant must demonstrate compliance with this requirement in one of two ways:

Certification to ISO 9001 or equivalent

Consultants holding certification to ISO 9001 must provide a copy of their certificate of registration or other documentation, which confirms the following:

- a) the quality system standard;*
- b) the certification body (must be UKAS accredited);*

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- c) *The scope of certification, which must be appropriate to the goods and/or services supplied.*

Non-certificated consultants

Consultants which do not hold certification to ISO 9001 must demonstrate they operate an adequate quality management system by submitting appropriate documentation (procedures or quality plans) for review by the RWM Quality Department. This documentation should address the following:

- a) Contract review;*
- b) Project management;*
- c) Document control;*
- d) Procurement, including the selection of sub-consultants;*
- e) Review and approval of deliverables;*
- f) Customer complaints;*
- g) Internal quality audits.*

12.2 Data and Models Quality Assurance

RWM operates specific quality assurance arrangements for the use of all data and models. The requirements for the handling of data and models are documented in the following RWM procedures:

- Data management procedure RWPR104
- Computer Modelling, Software Development and Calculation Checking procedure RWPR31

These procedures are designed to ensure that the provenance and quality of all data used for RWM technical work is documented and easily searchable and that all models used for RWM have been risk-assessed and are used in accordance with an approved Model Risk Assessment and Quality Plan.

The Contractor must comply with these RWM procedures or with their own equivalent procedures. If the work produces data that will be used by RWM, the data must be delivered in a format that complies with the Data Definition Form (DDF) requirements of procedure RWPR104. Any RWM data required for the work will be supplied to the Contractor as a DDF. Any input data sourced by the Contractor must be fully referenced with regard to its provenance and quality.

If the work involves the use, production or modification of models the Contractor must produce a quality plan that demonstrates adherence to appropriate quality assurance procedures around modelling, consistent with the requirements of RWPR31, and also demonstrates compliance with any additional requirements that may be supplied by RWM in the form of a Model Risk Assessment and Quality Plan.

12.3 Monitoring of the Consultant's Quality System

RWM reserves the right to undertake on-site, surveillance audits of the Consultant's quality system and the implementation of this contract. Any such audits will be notified in advance and the consultant will be expected to provide access to appropriate premises, personnel and records.

13. Environmental requirements

The consultant is responsible for complying with all applicable environmental legislation.

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Consultants undertaking any practical work, i.e. other than desk-top research and report writing, must complete and return a copy of RWM's Environmental Assessment (Appendix A) and associated documentation, with their proposal or quotation.

14. Records

The Consultant will maintain adequate records to demonstrate compliance with this Contract. These records will be identified and indexed such that they are easily retrievable. Records will be kept for a minimum of ten years after the completion of the contract. After this period the records will be offered to RWM. Records will not be destroyed without the permission of RWM.

Appendix A

RWM ENVIRONMENTAL ASSESSMENT

(To be returned with proposal/quotation)

Contract title:	
Contractor	

1. Will the work involve the use of any radioactive substances?	☐ Yes	☐ No
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If yes please give details:

Please attach copies of the following as applicable:

- ☐ Notification of the work required by regulation 6(2) or (5) of the Ionising Radiations Regulations 1999 (if available – must be provided before work commences).
- ☐ Risk assessment for the work required by regulation 7(1) of the Ionising Radiations Regulations 1999 (if available – must be provided before work commences).
- ☐ Certificate of registration for the premises granted under section 7(4) of the Radioactive Substances Act 1993

2. Will the work generate any radioactive waste?	☐ Yes	☐ No
--	------------------------------	-----------------------------

If yes, please give details:

Nature of waste(s)	Anticipated volumes	Disposal route

Please attach

- ☐ Copy of any certificate of authorisation granted under sections 13(1) or 14(1) of the Radioactive Substances Act 1993

3. Will the work generate any hazardous or special wastes?	☐ Yes	☐ No
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If yes, please give details:

Nature of waste(s)	Anticipated volumes	Disposal route

4. Will the work generate any other controlled wastes?	☐ Yes	☐ No
--	------------------------------	-----------------------------

If yes, please give details:

Nature of waste(s)	Anticipated volumes	Disposal route to comply with Duty of Care regulations

Completed by (Print) _____ Date _____

Signature _____

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