Framework Agreement

Nuclear Energy Regulatory Justification Services Framework

The Secretary of State for Environment Food and Rural Affairs

Assystem Energy & Infrastructure Limited

Dated 1 September 2025

Contents

SCHEDULES

Framework Award Form

This Framework Award Form creates the Framework Agreement.

1	**Parties**	(1) **The Secretary of State for Environment Food and Rural Affairs acting through the Department for Environment, Food and Rural Affairs (Defra)** of Seacole Building, 2 Marsham Street, London, SW1P 4DF (the **Authority**) (2) **Assystem Energy & Infrastructure Limited** (registered in England and Wales under number 03148098) whose registered office is Innovation Centre, 1 Evolution Park, Haslingden Road, Blackburn, Lancashire, BB1 2FD (the **Contractor**) (each a **Party** and together the **Parties**).
2	**Framework Agreement**	This Framework Agreement between the Authority and the Contractor allows the Contractor to be considered for Call-Off Contracts to supply the Services and Deliverables. The Framework Agreement was advertised on the Find a Tender portal, reference 2025/S 000-006720 This appointment is made on a non-exclusive basis on the terms set out in the Framework Agreement. The Contractor wishes to accept such appointment. This is a Framework Agreement which documents the appointment of the Contractor. It consists of the Framework Incorporated Terms listed in section 8 below.
3	**Services and Deliverables**	See Framework Schedule 1 (Framework Specification) for further details.
4	**Framework Start Date**	01/10/2025
5	**Framework Expiry Date**	30.09.2030
6	**Framework Optional Extension Period**	Up to 18 Months.
7	**Call Off Procedure**	See Schedule 3: Call Off Procedure A Call Off Contract may be awarded via direct award or further competition.
8	**Framework Incorporated Terms** **(together these documents form the 'the**	The following documents are incorporated into the Framework Agreement. If the documents conflict, the following order of precedence applies: 1. This Framework Award Form 2. The Terms and Conditions 3. Any Framework Special Terms (see Section 16 'Framework Special Terms' in this Framework Award Form)

<table>
<tr><td></td><td>Framework Agreement')</td><td>4. Schedule 7: Processing, Personal Data and Data Subjects
5. Schedule 1: Framework Specification
6. The following Schedules (in equal order of precedence):
(a) Schedule 2: Framework Rates and Call Off Charges
(b) Schedule 3: Call Off Procedure
(c) Schedule 5: Variation
(d) Schedule 6: Commercially Sensitive Information
(e) Schedule 8: Non-Disclosure Agreement
(f) Schedule 9: Security Requirements
7. Framework Tender as long as any part of the Framework Tender that offers a better commercial position for the Authority (as decided by the Authority) take precedence over the documents above.</td></tr>
<tr><td>9</td><td>Framework Charges</td><td>See details in Framework Schedule 2 (Framework Rates and Call Off Charges)</td></tr>
<tr><td>10</td><td>Insurance</td><td>The Supplier shall hold the following insurance cover from the Framework Start Date in accordance with Schedule 11 (Insurance Requirements):
• professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than ten million pounds (£10,000,000);
• public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000); and
• employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than ten million pounds (£10,000,000).</td></tr>
<tr><td>11</td><td>Authority Contract Manager</td><td>[redacted]</td></tr>
<tr><td>11</td><td>Supplier Contract Manager</td><td>[redacted]</td></tr>
</table>

12	**Authority Data Protection Officer**	[redacted] [redacted]
13	**Contractor Data Protection Officer (or other responsible person)**	[redacted] [redacted]
14	**Approved Subcontractors**	N/A
15	**Guarantor**	Not required
16	**Framework Special Terms**	N/A

By signing below, the parties agree to enter into and to be bound by the terms of the Framework Agreement, and once signed by both parties, the Framework Agreement comes into existence.

For and on behalf of the Authority:	For and on behalf of the Contractor:
[redacted]	[redacted]

1 Definitions and interpretation

1.1 Unless the context otherwise requires the following terms shall have the meanings given to them below:

Accepted has the meaning given to it in clause 11.5(c) (**Accept** and **Accepting** shall be construed accordingly).

Affected Party means the Party seeking to claim relief in respect of a Force Majeure Event.

Agreement means the Framework Agreement and/or each Call Off Contract, as the context requires.

Agreement Period means the period of the Framework Agreement and/or Call-Off Contract (as the context requires):

(a) from, in the context of the Framework Agreement, the Framework Start Date to:

(i) the Framework Expiry Date; or

(ii) following exercise of the option to extend pursuant to clause 2.2, the end date of the Framework Optional Extension Period,

or such earlier date of termination or partial termination of such Agreement in accordance with the Law or such Agreement;

(b) in the context of a Call Off Contract, referred to as the Call Off Period.

Applicant means an applicant who has submitted an Application.

Application means an application for justification to the Authority under the Justification of Practices involving Ionising Radiation Regulations 2004 (1769/2004).

Approval and **Approved** means the prior written consent of the Authority.

Artificial Intelligence means any system, software, or technology that demonstrates the ability to perceive its environment, process data or stimuli, reason, learn from and adapt to experiences, and make decisions or take actions that would otherwise require human intelligence, including (but not limited to) machine learning, algorithms, neural networks, speech and natural language processing, computer vision, robotics and autonomous systems. Such systems, software, or technology may operate autonomously or with varying degrees of human input and control.

Authorised Representative means the Authority representative named in the Task Order Form or CCN as authorised to approve agreed Task Order Forms or Variations.

Authority has the meaning set out in the Framework Award Form.

Authority Cause means any breach of the obligations of the Authority or any other default, act, omission, negligence or statement of the Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Agreement and in respect of which the Authority is liable to the Contractor.

Authority Data means:

(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:

(i) supplied to the Contractor by or on behalf of the Authority; or

(ii) which the Contractor is required to generate, process, store or transmit pursuant to an Agreement; or

(b) any Personal Data for which the Authority is the Controller.

Authority Premises means any premises owned, occupied or controlled by the Authority or any other Crown Body, or an Applicant, which are made available for use by the Contractor or its Sub-Contractors for provision of the Services.

Authority Software means software which is owned by or licensed to the Authority (other than under or pursuant to the Agreement) and which is or will be used by the Contractor for the purposes of providing the Services.

Authority System means the Authority's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Authority or the Contractor in connection with the Agreement which is owned by or licensed to the Authority by a third party and which interfaces with the Contractor System or which is necessary for the Authority to receive the Services.

Call-Off Contract means a Task Order Form (including its Annexes and Appendices) for the supply of Deliverables and/or Services entered into by the Parties in accordance with the Call-Off Procedure.

Call-Off Contract Commencement Date means the date specified in the relevant Call-Off Contract.

Call-Off Period means the period from the Call-Off Contract Commencement Date until such time specified in the relevant Call-Off Contract or such earlier date of termination or partial termination of the Agreement in accordance with the Law or the Agreement.

Call-Off Procedure means the procedure for the award of call-off contracts set out in Schedule 3.

Capability Matrix means matrix setting out the Contractor's skills and resources relating to technical advice and consultancy services.

Capable Supplier has the meaning given in Paragraph 2.1(b) of Schedule 3.

CCN means a change control notice in the form set out in Schedule 5.

Charges means the charges payable by the Authority in respect of the Services and/or Deliverables, calculated in accordance with Schedule 2 (*Framework Rates and Call Off Charges*), as detailed in a Call-Off Contract.

Commercially Sensitive Information means the information listed in Schedule 6 comprising the information of a commercially sensitive nature relating to:

(a) the Schedule of Rates;

(b) details of the Contractor’s Intellectual Property Rights; and

(c) the Contractor’s business and investment plans,

which the Contractor has indicated to the Authority that, if disclosed by the Authority, would cause the Contractor significant commercial disadvantage or material financial loss.

Confidential Information means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person or trade secrets or Intellectual Property Rights of either Party and all Personal Data. Confidential Information shall not include information which:

(a) was public knowledge at the time of disclosure otherwise than by breach of clause 28;

(b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;

(c) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or

(d) is independently developed without access to the Confidential Information.

Conflict of Interest or **CoI** has the meaning given in Paragraph 8.1.

Consortium Partners Not Used

Contracting Authority means any contracting authority (other than the Authority) as defined in regulation 3 of the Regulations.

Contractor has the meaning set out in the Framework Award Form.

Contractor Non-Performance means where:

(a) the Contractor has failed to achieve a milestone by its milestone date (as set out in a Call-Off Contract);

(b) there is a Delay;

(c) the Contractor has failed to provide Services in accordance with the KPIs; and/or

(d) comply with an obligation under an Agreement.

Contractor Software means software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services and which is set out in the section titled "Contractor Software" in a Task Order Form.

Contractor System means the information and communications technology system used by the Contractor in performing the Services including the Software, the Contractor Equipment and related cabling (but excluding the Authority System).

Control means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and **Controls** and **Controlled** shall be interpreted accordingly.

Controller has the meaning given in the UK GDPR.

Copyright means as it is defined in s.1 of Part 1 Chapter 1 of the *Copyright, Designs and Patents Act 1988*.

Crown means the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers, government departments, government offices and government agencies and **Crown Body** is an emanation of the foregoing.

Data Loss Event means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

Data Protection Impact Assessment means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

Data Protection Legislation means:

(a) the UK GDPR;

(b) the DPA 2018 to the extent that it relates to processing of personal data and privacy;

(c) all applicable Law about the processing of personal data and privacy; and

(d) (to the extent that it applies) the EU GDPR.

Data Protection Officer has the meaning given in the UK GDPR.

Data Subject has the meaning given in the UK GDPR.

Data Subject Request means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

Database Rights means as rights in databases are defined in s.3A of Part 1 Chapter 1 of the *Copyright, Designs and Patents Act 1988*.

Decision Document means the document published by the Authority stating the outcome of an Application.

Deductions means all Delay Payments (where applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract and/or a Task Order Form.

Default means any breach of the obligations of the relevant Party (including abandonment of the Agreement in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party or the Staff in connection with the subject-matter of the Agreement and in respect of which such Party is liable to the other.

Delay has the meaning given to it in clause 11.3(b).

Delay Payment means, where applicable, the amount payable to the Authority by the Contractor in respect of Delays as set out in a Call-Off Contract and/or a Task Order Form.

Delay Payment Cap means, where applicable the relevant cap applicable to Delay Payments as set out in a Call-Off Contract and/or a Task Order Form.

Deliverables means any guidance, reports, studies, technical analyses, recommendations, advice or other material which is:

(a) prepared by or for the Contractor for use in relation to the performance of its obligations under the Agreement; or

(b) the result of any work done by the Contractor, the Staff or any Sub-Contractor in relation to the provision of the Services.

Delivery means the delivery of the relevant Deliverable or milestone in accordance with the terms of a Call-Off Contract and/or Task Order Form as confirmed and Accepted by the Authority.

Delivery Date(s) means the date(s) specified in a Task Order Form and such other dates as agreed from time to time in writing by which a Deliverable is to be submitted to the Authority for review.

DOTAS means the Disclosure of Tax Avoidance Schemes rules which require a promotor of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the *Finance Act 2004* and in secondary legislation made under vires contained in Part 7 of the Finance Act and as extended to NICs by the National Insurance (application of Part 7 of the *Finance Act 2004*) regulations 2012, SI 2012/1868 made under section 132A of the *Social Security Administration Act 1992*.

DPA 2018 means the *Data Protection Act 2018*.

EIR means the Environmental Information Regulations 2004 (SI 2004/3391) and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

EOIR has the meaning given in Paragraph 3.5.

EOIR Response has the meaning given in Paragraph 3.6.

Equipment means the Contractor’s equipment, consumables, plant, materials and such other items supplied and used by the Contractor in the delivery of the Services.

EU means the European Union

EU GDPR means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law.

EU SCCs has the meaning given in clause 26.4(d)(ii)(A)(2)

FOIA means the *Freedom of Information Act 2000* and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Force Majeure Event means any event outside the reasonable control of either Party affecting its performance of its obligations under the Agreement arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, for flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Contractor or the Staff or any other failure in the Contractor's supply chain.

Framework Agreement has the meaning set out in the Framework Award Form**.**

Framework Award Form means the award form entered into between the Contractor and the Authority to create the Framework Agreement.

Framework Expiry Date means the date set out in the Framework Award Form.

Framework Incorporated Terms has the meaning set out in the Framework Award Form.

Framework Optional Extension Period has the meaning set out in the Framework Award Form.

Framework Start Date has the meaning set out in the Framework Award Form.

Framework Special Terms has the meaning set out in the Framework Award Form.

Framework Suppliers means any supplier other than the Contractor to whom a framework contract has been awarded following the 2025/S 000-006720 FTS procurement process.

Framework Tender means the document submitted by the Contractor to the Authority in response to the Authority's invitation to suppliers for formal offers to be appointed to the Framework Agreement.

Framework Year means a period of 12 Months from the Framework Start Date, and each subsequent period of 12 Months therefrom (subject to earlier termination or expiry).

Further Competition Procedure means the procedure for the award of call-off contracts set out in Paragraph 3 of Schedule 3.

FTS Notice has the meaning set out in the Framework Award Form.

General Anti-Abuse Rule means:

(a) the legislation in Part 5 of the *Finance Act 2013*; and

(b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid NICs.

Good Industry Practice means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.

Government Security Policy Framework means the UK [Government security policy framework] that describes the standards, best-practice guidelines and approaches that are required to protect UK government assets (people, information and infrastructure) published 1 April 2013.

Halifax Abuse Principle means the principle explained in the CJEU Case C-255/02 Halifax and others.

HMRC means HM Revenue & Customs.

ICT Environment means the Authority System and the Contractor System.

Information has the meaning given under section 84 of the FOIA.

Intellectual Property Rights means patents, utility models, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, plant variety rights, Know-How, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

ITEPA means the *Income Tax (Earnings and Pensions) Act 2003*.

[**Joint Controllers** means where two or more Controllers jointly determine the purposes and means of processing.]

Justification Process means the mandatory process described in the Justification of Practices Involving Ionising Radiation Regulations 2004 (1769/2004), as amended by Regulation 430/2018 and Regulation 215/2019 which requires a positive decision before any new nuclear power technology can be adopted in the UK.

Key Performance Indicators or **KPIs** means those key performance indicators set out in Schedule 1 (*Framework Specification*).

Key Personnel mean those persons named in the Framework Award Form and any additional persons specified in a Task Order Form as Key Personnel.

Know-How means all information not in the public domain held in any form (including without limitation that comprised in or derived from drawings, data formulae, patterns, specifications, notes, samples, chemical compounds, biological materials, computer software, component lists, instructions, manuals, brochures, catalogues and process descriptions and scientific approaches and methods).

Law means any law, statute, subordinate legislation within the meaning of section 21(1) of the *Interpretation Act 1978*, bye-law, right within the meaning of the *European Union (Withdrawal) Act 2018* as amended by *European Union (Withdrawal Agreement) Act 2020*, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any Regulatory Body with which the relevant Party is bound to comply.

Malicious Software means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.

Material Breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the Authority would otherwise derive from:

(a) a substantial portion of the Agreement; or

(b) any of the obligations set out in clauses 8, 20, 25, 26, 27, 28, 31, 32 or 34.

Month means calendar month.

NICs means National Insurance Contributions.

NJ Team means the team established by the Authority to manage the Justification Process;

Occasion of Tax Non-Compliance means:

(a) any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:

  (i) a Relevant Tax Authority successfully challenging the Contractor under the General Anti-Abuse Rule or the Halifax Abuse principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;

  (ii) the failure of an avoidance scheme which the Contractor was involved in, and which was, or should have been, notified to the Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or

(b) any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Framework Start Date or to a civil penalty for fraud or evasion.

Party / Parties has the meaning set out in the Framework Award Form.

Personal Data has the meaning given in the UK GDPR.

Personal Data Breach has the meaning given in the UK GDPR.

Processor has the meaning given in the UK GDPR.

Prohibited Act means:

(a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:

  (i) induce that person to perform improperly a relevant function or activity; or

  (ii) reward that person for improper performance of a relevant function or activity;

(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with an Agreement;

(c) an offence:

  (i) under the *Bribery Act 2010* (or any legislation repealed or revoked by such Act;

(ii) under legislation or common law concerning fraudulent acts; or

(iii) the defrauding, attempting to defraud or conspiring to defraud the Authority;

(d) any activity, practice or conduct which would constitute one of the offences listed under paragraph (c) if such activity, practice or conduct has been carried out in the UK.

Protective Measures means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Schedule 9.

Property means the property, other than real property, issued or made available to the Contractor by the Authority in connection with an Agreement.

Quality Standards means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardization or other reputable or equivalent body (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Contractor would reasonably and ordinarily be expected to comply with, and as may be further detailed in Schedule 1.

Receipt means the physical or electronic arrival of the invoice at the address specified in clause 18.2 or at any other address given by the Authority to the Contractor for the submission of invoices from time to time.

Regulations means the Public Contract Regulations 2015 (SI 2015/102).

Regulatory Body means a government department and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Agreement or any other affairs of the Authority.

Relevant Requirements means all applicable Law relating to bribery, corruption and fraud, including the *Bribery Act 2010* and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the *Bribery Act 2010*.

Relevant Tax Authority means HMRC or, if applicable, a tax authority in the jurisdiction in which the Contractor is established.

Replacement Contractor means the Authority and/or any third party supplier appointed by the Authority to supply any services which are substantially similar to any of the Services and/or Deliverables in substitution for any of the Services and/or Deliverables following the expiry, termination or partial termination of the Agreement.

Request for Information means a request for information under the FOIA or the EIR.

Returning Employees means those persons agreed by the Parties to be employed by the Contractor (and/or any Sub-Contractor) wholly or mainly in the supply of the Services and Deliverables immediately before the end of the Agreement Period.

Schedule of Rates means the Contractor's rate card set out in Appendix 1 to Schedule 2 (*Framework Rates and Call Off Charges*).

Security Policy Framework means the HMG Security Policy Framework (available from the Cabinet Office's Government Security Secretariat) as updated from time to time.

Services means the services to be delivered by the Contractor as set out in the relevant Task Order Form (which may include the services set out in Work Package Specification and Task Order Proposal).

Specification means the description of the Services available to be procured under a Call Off Contract as set out in Schedule 1 including, where appropriate, the Key Personnel, the Premises and the Quality Standards.

SSCBA means the *Social Security Contributions and Benefits Act 1992*.

Staff means all persons employed by the Contractor to perform its obligations under an Agreement together with the Contractor's servants, agents, suppliers, Consortium Partners and Sub-Contractors used in the performance of its obligations under the Agreement.

Sub-Contract means a contract between two or more suppliers, at any stage of remoteness from the Authority in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of an Agreement and **Sub-Contractor** shall be construed accordingly.

Sub-processor means any third party appointed to process Personal Data on behalf of the Contractor related to an Agreement.

Successful Supplier has the meaning given in Paragraph 2.1(d) of Schedule 3.

Task Order Form means the document in which the Authority specifies the Services and Deliverables which are to be supplied by the Contractor under a Call-Off Contract.

Task Order Proposal means the document submitted by the Contractor to the Authority in response to the Authority's request for Services under the Framework Agreement in the form of Part 2 of the Task Order Form.

Tender means in respect of the Framework Agreement the Framework Tender and in respect of a Call-Off Contract a Call Off Tender.

Terms and Conditions means these clauses 1 to 60

Third Party IP Claim has the meaning given to it in clause 32.5(*Intellectual Property Rights*).

Third Party Software means software which is proprietary to any third party which is or will be used by the Contractor to provide the Services including the software and which is specified as such in a Task Order Form.

Travel and Subsistence Policy means the Authority's travel and subsistence policy an extract of which is attached in the Annex to the Framework Agreement (as may be updated from time to time);

TUPE means the *Transfer of Undertakings (Protection of Employment) Regulations 2006.*

TUPE Information means the information set out in clause 16.1.

UK GDPR has the meaning as set out in section 3(10) of the DPA 2018, supplemented by section 205(4) of the DPA 2018.

Valid Invoice means an invoice containing the information set out in clause 18.6.

Variation means a variation to an Agreement documented in a CCN.

VAT means value added tax charged or regulated in accordance with the provisions of the *Value Added Tax Act 1994*.

Working Day means a day (other than a Saturday or Sunday) on which banks are open for general business in the City of London.

Work Packages means a piece of work procured or to be procured via the Call-Off Procedure.

Work Package Specification means the description of Services as set out in a Call Off Contract which relate to that Call Off Contract.

1.2 In an Agreement, unless the context implies otherwise:

(a) the singular includes the plural and vice versa;

(b) words importing the masculine include the feminine and the neuter;

(c) reference to a clause is a reference to the whole of that clause unless stated otherwise;

(d) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or central Government body;

(e) the words **other**, **in particular**, **for example**, **including** and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words **without limitation**;

(f) headings are included for ease of reference only and shall not affect the interpretation or construction of an Agreement;

(g) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time; and

(h) references to an Agreement are references to an Agreement as amended from time to time;

(i) reference to "an Agreement" means each and every Agreement.

2 Term

2.1 This Framework Agreement shall commence on the Framework Start Date and shall continue for the Agreement Period.

2.2 The Authority may exercise its option to extend the term by the Framework Optional Extension Period by giving written notice to the Contractor no later than 3 Months prior to the Framework Expiry Date.

2.3 Each Call-Off Contract shall commence on the Call-Off Contract Commencement Date and shall continue in force for the Call-Off Period.

3 Appointment and call offs

3.1 Due to national security sensitivities around the Services, the Contractor and any of its Consortium Partners and Sub-contractors, shall have and maintain a physical base in the UK or have a physical base in either a World Trade Organisation Agreement on Government Procurement (WTO GPA) Member party country (set out in Schedule 1A of the Regulations), or a Treaty country that the UK has an international free trade agreement with, for the Agreement Period.

3.2 This Framework Agreement governs the overall framework relationship between the Parties in relation to the Services and Deliverables to be provided by the Contractor to the Authority pursuant to Call-Off Contracts.

3.3 The Contractor acknowledges that:

(a) the Authority is entering into separate framework agreements on substantially the same terms with other Framework Suppliers;

(b) the Authority may at any time appoint another person to provide goods and/or services similar to or the same as the Deliverables and/or Services; and

(c) nothing in the Framework Agreement commits the Authority to purchase any volume of Deliverables and/or Services from the Contractor or guarantees any spend to the Contractor.

3.4 The provisions of Schedule 3 sets out the procedure for the Authority to request the provision of the Services and/or Deliverables from the Contractor.

4 The Authority’s obligations

4.1 Save as otherwise expressly provided, the obligations of the Authority under an Agreement are obligations of the Authority in its capacity as a contracting counterparty and nothing in an Agreement shall operate as an obligation upon, or in any other way fetter or constrain the Authority in any other capacity, and the exercise by the Authority of its duties and powers in any other capacity shall not lead to any liability (howsoever arising) on the part of the Authority to the Contractor.

4.2 If the Contractor Non-Performance arises from an Authority Cause:

(a) the Authority shall not be entitled to terminate an Agreement under Clause 49.1;

(b) the Contractor is entitled to reasonable and proven additional expenses and to relief from liability and Deductions under an Agreement;

(c) the Contractor shall be entitled to additional time needed to make the Delivery;

(d) the Contractor cannot suspend the ongoing supply of the Services and/or Deliverables.

4.3 The Contractor shall only be entitled to rely upon Clause 4.2 if the Contractor:

(a) gives notice to the Authority of the relevant Authority Cause within 10 Working Days of becoming aware of such circumstance;

(b) demonstrates that the Contractor Non-Performance occurred as a direct result of the Authority Cause; and

(c) mitigates the impact of the Authority Cause.

5 Contractor's status

5.1 The Contractor shall be an independent contractor and nothing in an Agreement shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and accordingly neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of an Agreement.

5.2 The Contractor shall not (and shall ensure that any other person engaged in relation to an Agreement shall not) say or do anything that might lead any other person to believe that the Contractor is acting as the agent or employee of the Authority.

6 Notices and communications

6.1 Subject to clause 6.3, where an Agreement states that a notice or communication between the Parties must be written or in writing it is not valid unless it is made by letter (sent by hand, first class post, recorded delivery or special delivery) or by email or by communication via the Authority's eSourcing system.

6.2 If it is not returned as undelivered a notice served:

(a) in a letter is deemed to have been received 2 Working Days after the day it was sent; and

(b) in an email is deemed to have been received 4 hours after the time it was sent provided it was sent on a Working Day,

or when the other Party acknowledges receipt, whichever is the earlier.

6.3 Notices pursuant to clauses 47 (Force Majeure), 60 (Dispute Resolution) or to terminate an Agreement or any part of the Services are valid only if served in a letter by hand, recorded delivery or special delivery.

6.4 Notices shall be sent to the addresses set out in the Framework Award Form or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under an Agreement:

7 Mistakes in information

The Contractor is responsible for the accuracy of all drawings, documentation and information supplied to the Authority by the Contractor in connection with the Services and shall pay the Authority any extra costs occasioned by any discrepancies, errors or omissions therein.

8 Conflicts of interest

8.1 The Contractor shall take appropriate steps to ensure that neither the Contractor nor any Staff is placed in a position where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to the Authority under the provisions of the Agreement (being a **Conflict of Interest**). The Contractor will notify the Authority without delay giving full particulars of any such Conflict of Interest which may arise.

8.2 Without prejudice to the generality of clause 8.1, the Authority is aware that due to the specialised nature of the market, Conflicts of Interest may arise for some Framework Suppliers directly or within their supply chain. The Authority reserves the right to exclude a Framework Supplier from a Call Off Procedure if the Authority considers that, having regard to the table below, an unacceptably high level of Conflict of Interest will exist.

Ranking	**Conflict of Interest Description**	**Consequences/ Managing Action**
High	The Contractor, Consortium Partner (if applicable) or Subcontractor, is also a nuclear site operator. This scenario may mean it is not credible to preserve an impartial input from the Framework Supplier because of their competitive interest in the industry as an operator.	This may represent an unacceptable level of CoI, which is too high to be managed and may exclude a Framework Supplier from being considered for a specific Work Package and/or result in exclusion from the Framework.
High to Medium	The Contractor, Consortium Partner (if applicable) or Subcontractor, is owned by an entity that is also a nuclear site operator or owns a nuclear operator. This scenario may mean there are grounds for challenging the objectivity and impartiality of the Contractor because of the influence the interest of the operator may exert.	This level of CoI has the potential to be managed using a formal agreement to establish effective internal separation and a fair and impartial process but may exclude the Contractor from being considered for specific Work Packages.
Medium	The Contractor, Consortium Partner (if applicable) or Subcontractor, that has entered	This level of CoI has the potential to be managed using a formal agreement to establish effective

	into a contract with one or more applicants whose technology is included in the application in question.	internal separation and a fair and impartial process. Will require further discussion when considering eligibility for individual Work Packages and may result in the Contractor being excluded for a specific Work Package.
Medium to Low	A contractor, Consortium Partner (if applicable) or subcontractor, whose main business is providing services to the nuclear industry.	This level of CoI has the potential to be managed using a formal agreement to establish effective internal separation and a fair and impartial process. Will require further discussion when considering eligibility for individual Work Packages and may result in the Contractor being excluded for a specific Work Package.
Low	The Contractor, Consortium Partner (if applicable) or Subcontractor, that currently provides some services to some parts of the nuclear industry.	This level of CoI has the potential to be readily managed using a formal agreement to establish effective internal separation and a fair and impartial process. Will require further discussion when considering eligibility for individual Work Packages and may result in the Contractor being excluded for a Work Package.
Low to None	The Contractor, Consortium Partner (if applicable) or Subcontractor, that provides a limited/occasional service to some parts of the nuclear industry or has no involvement with the industry.	CoI management issues unlikely. Will be reviewed when considering eligibility for Work Packages.

8.3 Throughout the Agreement Period, the Contractor shall continuously monitor the CoI to the work they, their Consortium Partners (if applicable) or Subcontractors are being asked to undertake. The Authority must be notified immediately if a potential CoI arises, and the NJ Team will assess whether the work is considered an undue CoI.

8.4 Where, in the opinion of the Authority, a CoI arises with ongoing work the Contractor is undertaking pursuant to a Call Off Contract, the Authority reserves the right to:

(a) require the Contractor to take such steps as the Authority deems necessary to mitigate the impact of the CoI including, without limitation, the actions set out in the table above; and/or

(b) terminate the Call Off Contract and assign work to another Framework Supplier who has no CoI or a manageable CoI; or

8.5 Where a permanent unacceptable level of CoI arises, for example if the Contractor changes ownership and becomes part of an organisation (including a group entity) that is a nuclear site operator, the Authority reserves the right to exclude the Contractor from undertaking further work under the Framework and/or terminate the Agreement immediately by notice.

8.6 The actions of the Authority pursuant to this clause 8 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.

The Services

9 Standard of Supply

9.1 Schedule 1 sets out the Framework Specification of the Services and Deliverables available to procure under the Framework Agreement. The specific Services and/or Deliverables to be provided will be set out in a Call-Off Contract.

9.2 The Contractor will provide the Services and/or Deliverables in accordance with:

(a) the terms and conditions of the Agreement;

(b) applicable Law;

(c) reasonable skill and care;

(d) Good Industry Practice; and

(e) the Specification.

9.3 The Contractor shall provide the Services and Deliverables to meet or exceed the KPIs set out in Schedule 1.

9.4 The Deliverables and/or Services shall:

(a) conform in all respects to the Specification;

(b) be of satisfactory quality, fit for the purpose for which the Deliverables and/or Services of the kind in question are commonly supplied (or any particular purpose made known to the Contractor by the Authority); and

(c) shall not infringe the Intellectual Property Rights of any third party.

10 Provision of Equipment

The Contractor shall provide all the Equipment and resource necessary for the supply of the Services and Deliverables.

11 Delivery and acceptance

11.1 **Quality Management Systems and Plans**

(a) For the Agreement Period, the Contractor and Consortium Partners (if applicable) shall have and maintain a quality management system, approved by the Authority, which it will use to assure the quality of the Services and Deliverables. As a minimum, the quality management system must apply to the following areas of the Services to be provided:

(i) document control processes and systems;

(ii) technical output quality assurance processes;

(iii) security and data protection processes and systems;

(iv) project management processes and systems;

(v) quality failure identification/rectification processes;

(vi) management of Sub-contractors (if applicable); and

(vii) Conflict of Interest management protocols.

(b) The Authority reserves the right to review the relevant parts of a Framework Supplier’s quality system, including audit reports, prior to the award of any future work and reserves the right to withdraw the award offer, if in the opinion of the NJ Team, a Framework Supplier fails to evidence appropriate quality control measures to ensure the quality of the services to be delivered.

(c) The Authority reserves the right to request that the Contractor produces and delivers to the Authority a quality plan before authorising a call-off award. The plan will identify which parts of the Contractor's quality system will be used in the delivery of the Services.

(d) At any time during the Agreement Period, the Contractor shall upon the Authority's request provide its quality assurance manual, and any new quality documents produced in connection with the Framework and/or any Call-Off Contracts shall be provided to the Authority on request. to the Authority.

11.2 **Quality Standards**

(a) The Contractor shall at all times comply with the Quality Standards and, shall maintain, unless agreed otherwise by the Authority, accreditation with the relevant Quality Standards authorisation body. The Authority reserves the right to request evidence of certification and or audit reports relating to a Quality Standard at any time during the Agreement Period. To the extent that the standard of the Service has not been specified in an Agreement, the Contractor shall agree the relevant standard of the Services with the Authority prior to the supply of the Services and, in any event, the Contractor shall perform its obligations under an Agreement in accordance with the Law and Good Industry Practice.

(b) The Contractor shall ensure that all Staff supplying the Services do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Services. The Contractor shall ensure that those Staff are properly managed and supervised.

(c) The Contractor is responsible for assuring the quality of Services and Deliverables provided by any Sub-contractors, and shall ensure Sub-contractors have the appropriate quality assurance/control systems in place. The Authority reserves the right to request further information on a Sub-contractors’ quality systems/processes prior to commencing work under a Call-Off Contract or at any time during the relevant Call-Off Period.

11.3 **Timings and delays**

(a) Subject to Clause 4.2, time is of the essence in the provision of the Services and/or Deliverables by the Delivery Dates and/or in accordance with the relevant Call-Off Contract (unless otherwise agreed in a Variation thereto, or a Task Order Form).

(b) If at any time Contractor becomes aware that it will not, or is unlikely to, provide a Deliverable by the date specified (**Delay**) it shall notify the Authority of the fact giving a summary of reasons for the Delay as soon as possible and in any event no later than 5 Working Days after becoming aware of a Delay.

(c) The Contractor shall as soon as possible and in any event no later than 10 Working Days after becoming aware of a Delay provide the Authority:

(i) with full details in writing:

(A) of the reasons for the Delay; and

(B) of the consequences of the Delay.

(ii) a draft plan (**Correction Plan**) where:

(A) it becomes aware that it will not complete a Deliverable by the date specified; or

(B) it has failed to complete a Deliverable by the date specified.

(d) The draft Correction Plan shall identify the issues arising out of the Delay and the steps that the Contractor proposes to take to complete the Deliverable in accordance with the Call-Off Contract.

(e) The Authority shall not withhold its Approval of a draft Correction Plan unreasonably. If the Authority does not approve the draft Correction Plan it shall inform the Contractor of its reasons and the Contractor shall take those reasons into account in the preparation of a further draft Correction Plan, which shall be re-submitted to the Authority within 5 Working Days of the rejection of the first draft, unless, at the discretion of the Authority, a longer time period is agreed with the Contractor in writing.

(f) The Contractor shall comply with its Correction Plan following its approval by the Authority. Any disputes about the draft Correction Plan shall be referred to the dispute resolution procedure set out in clause 60 (Dispute Resolution).

(g) Without prejudice to other rights and remedies the Authority may have, if a Deliverable is not submitted to the Authority for review by its Delivery Date then, the Contractor shall pay, by way of liquidated damages, the Delay Payments specified in the relevant Task Order Form up to the stated Delay Payment Cap as set out in the relevant Task Order Form. The provisions of this clause (including the payment of Delay Payments) shall apply to any amended Delivery Dates where extensions of time have been granted or agreed, whatever the reason for such extensions of time.

(h) The Contractor agrees that the amounts payable under clause 11.3(g) above are a genuine pre estimate of loss or damage suffered by the Authority as a result of any delay in completing a Deliverable.

(i) Regardless of the cause of a Delay, both parties shall take all reasonable steps to eliminate or mitigate the consequences of the Delay.

(j) Where the Supplier is unable to deliver the relevant Deliverable by the date specified in the relevant Correction Plan and/or the Delay Payment Cap has been reached, the Authority shall be entitled to terminate the relevant Call-Off Contract.

11.4 **Report Production**

The Contractor shall provide the Authority with electronic copies of all interim, draft and final reports. The frequency and format of the reports will be agreed set out in the relevant Call-Off Contract.

11.5 **Approval and Publication Processes**

(a) Final draft, quality checked versions of Deliverables, signed off by the author and the Contractor's member of staff authorised to review and approve the report, are to be sent by the Contractor to the NJ Team for review on the Delivery Dates specified in the Call Off Contract.

(b) The NJ Team will review the relevant Deliverables and comments or corrections will be returned to the Contractor to be actioned by the Contractor within 1 week of receipt and the Deliverables re-submitted to the NJ Team for review, unless, at the discretion of the Authority, a longer time period is agreed with the Contractor in writing. For more complex Work Packages, regular electronic draft interim Deliverables may be requested by the Authority before final versions of the relevant Deliverables are submitted for approval.

(c) A Deliverable shall be considered accepted by the Authority on written notification from the Authority to the Contractor following a review that the Deliverables are in accordance with the [Specification] and all other applicable provisions of the Agreement and the relevant Call Off Contract (**Acceptance**).

(d) The Contractor may be required to publish reports at the Authority’s request. No publications will take place without the Authority’s prior agreement in writing.

12 Collaboration with other Framework Suppliers

(a) The Contractor recognises that it may be required to work collaboratively with other Framework Suppliers from time to time for example where the Contractor and one or more Framework Suppliers is providing services in respect of an Application. In addition, the Authority wishes to foster the sharing of best practice with respect to the services provided under the Framework amongst Framework Suppliers.

(b) Without prejudice to its other obligations under this Agreement, the Contractor commits to adopting and displaying (and shall so adopt and display) the collaborative principles and behaviours set as follows:

(i) be open and honest in its dealings with the Authority and other Framework Suppliers to foster a climate of trust, understanding and mutual respect;

(ii) act transparently, sharing information, data, plans and experience;

(iii) ensure communications are timely, accurate and useful and that appropriate confidentiality is respected;

(iv) provide timely, accurate and fit for purpose responses;

(v) ensure on time delivery on commitments and requests for information to other parties, to avoid delays in the achievement of milestones or delays in the design, development, testing or implementation of any deliverables;

(vi) show willingness to take risk to introduce solutions from other Framework Suppliers and related supply chains;

(vii) encourage the early identification of all opportunities to improve the delivery of the Framework Services;

(viii) commit to learning lessons (good and bad) from previous activities, projects and experiences;

(ix) take responsibility and initiative to resolve issues and ensure delivery of the Services and Deliverables, even when the boundaries of responsibility are not clear (i.e. adopt a "fix-first, settle later" approach); and

(x) demonstrate a willingness to accept accountability and risk in relation to wrong decisions and demonstrate the courage to resolve issues.

13 Key Personnel

13.1 The Contractor acknowledges that the Key Personnel are essential to the proper provision of the Services and Deliverables.

13.2 The Key Personnel shall not be released from supplying the Services without the agreement of the Authority, except by reason of long-term sickness, maternity leave, paternity leave or termination of employment or other similar extenuating circumstances.

13.3 Any replacements to the Key Personnel shall be subject to Approval. Such replacements shall be of at least equal status, experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services. The Contractor shall bear all costs relating to the replacement of Key Personnel.

13.4 The Authority shall not unreasonably withhold its agreement under clauses 13.2 or 13.3. Such agreement shall be conditional on appropriate arrangements being made by the Contractor to minimise any adverse effect on the Services which could be caused by a change in Key Personnel.

13.5 The Authority may, by notice to the Contractor, ask it to remove any Staff whose presence is, in the Authority’s reasonable opinion, undesirable. The Contractor shall comply with any such request immediately.

14 Contractor’s Staff

14.1 The Contractor shall ensure that all Staff who undertake work under this Agreement, (including any such Staff employed by Consortium Partners) have National Security Vetting Security Check (SC) level of clearance. At the Authority's discretion, the Contractor may be required to obtain a higher level of security clearance if a Work Package carries a high security classification.

14.2 The Authority may, by notice to the Contractor, refuse to admit onto, or withdraw permission to remain on, the Authority’s Premises:

(a) any member of the Staff; or

(b) any person employed or engaged by any member of the Staff,

whose admission or continued presence would, in the Authority's reasonable opinion, be undesirable.

14.3 At the Authority's written request, the Contractor shall provide a list of the names and addresses of all persons who may require admission into the Authority's Premises, specifying the capacities in which they are concerned with an Agreement and giving such other particulars as the Authority may reasonably request.

14.4 The decision of the Authority as to whether any person is to be refused access to the Authority's Premises and as to whether the Contractor has failed to comply with clause 14.3 shall be final.

15 Offers of employment

Except in respect of any transfer of Staff under TUPE, for the Agreement Period and for 12 Months thereafter the Contractor shall not employ or offer employment to any of the Authority's staff who have been associated with the Services and/or the Agreement without Approval.

16 Employment provisions

16.1 Not later than 12 Months prior to the end of the Agreement Period, the Contractor shall fully and accurately disclose to the Authority all information that the Authority may reasonably request in relation to the Staff including the following:

(a) the total number of Staff whose employment/engagement shall terminate at the end of the Agreement Period, save for any operation of Law;

(b) the age, gender, salary or other remuneration, future pay settlements and redundancy and pensions entitlement of the Staff referred to in clause 16.1(a);

(c) the terms and conditions of employment/engagement of the Staff referred to in clause 16.1(a), their job titles and qualifications;

(d) details of any current disciplinary or grievance proceedings ongoing or circumstances likely to give rise to such proceedings and details of any claims current or threatened; and

(e) details of all collective agreements with a brief summary of the current state of negotiations with any such bodies and with details of any current industrial disputes and claims for recognition by any trade union.

16.2 At intervals determined by the Authority (which shall not be more frequent than once every 30 days) the Contractor shall give the Authority updated TUPE Information.

16.3 Each time the Contractor supplies TUPE Information to the Authority it shall warrant its completeness and accuracy and the Authority may assign the benefit of this warranty to any Replacement Contractor.

16.4 The Authority may use TUPE Information it receives from the Contractor for the purposes of TUPE and/or any retendering process in order to ensure an effective handover of all work in progress at the end of the Agreement Period. The Contractor shall provide the Replacement Contractor with such assistance as it shall reasonably request.

16.5 If TUPE applies to the transfer of the Services on termination of an Agreement, the Contractor shall indemnify and keep indemnified the Authority, the Crown and any Replacement Contractor against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority or the Crown or any Replacement Contractor may suffer or incur as a result of or in connection with:

(a) the provision of TUPE Information;

(b) any claim or demand by any Returning Employee (whether in contract, tort, under statute, pursuant to EU Law or otherwise) in each case arising directly or indirectly from any act, fault or omission of the Contractor or any Sub-Contractor in respect of any Returning Employee on or before the end of the Agreement Period;

(c) any failure by the Contractor or any Sub-Contractor to comply with its obligations under regulations 13 or 14 of TUPE or any award of compensation under regulation 15 of TUPE save where such failure arises from the failure of the Authority or a Replacement Contractor to comply with its duties under regulation 13 of TUPE;

(d) any claim (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing any Returning Employees arising from or connected with any failure by the Contractor or any Sub-Contractor to comply with any legal obligation to such trade union, body or person; and

(e) any claim by any person who is transferred by the Contractor to the Authority and/or a Replacement Contractor whose name is not included in the list of Returning Employees.

16.6 If the Contractor becomes aware that TUPE Information it provided has become inaccurate or misleading, it shall notify the Authority and provide the Authority with up to date TUPE Information.

16.7 This clause 16 applies during the Agreement Period and indefinitely thereafter.

16.8 The Contractor undertakes to the Authority that, during the 12 Months prior to the end of the Agreement Period the Contractor shall not (and shall procure that any Sub-Contractor shall not) without Approval (such Approval not to be unreasonably withheld or delayed):

(a) amend or vary (or purport to amend or vary) the terms and conditions of employment or engagement (including, for the avoidance of doubt, pay) of any Staff (other than where such amendment or variation has previously been agreed between the Contractor and the Staff in the normal course of business and where any such amendment or variation is not in any way related to the transfer of the Services);

(b) terminate or give notice to terminate the employment or engagement of any Staff (other than in circumstances in which the termination is for reasons of misconduct or lack of capability);

(c) transfer away, remove, reduce or vary the involvement of any other Staff from or in the provision of the Services (other than where such transfer or removal:

(i) was planned as part of the individual’s career development;

(ii) takes place in the normal course of business; and

(iii) will not have any adverse impact upon the delivery of the Services by the Contractor, (provided that any such transfer, removal, reduction or variation is not in any way related to the transfer of the Services); or

(d) recruit or bring in any new or additional individuals to provide the Services who were not already involved in providing the Services prior to the relevant period.

Charges and Payment

17 Charges

17.1 In consideration of:

(a) in respect of the Framework Agreement, the Contractor performing its obligations under this Framework Agreement, the Authority shall pay the sum of £1 (one pound sterling), receipt of which is acknowledged by the Supplier;

(b) in respect of each Call Off Contract, the Contractor's performance of the Services and/or provision of the Deliverables in accordance with the Agreement, the Authority shall pay the Charges set out in to the Contractor in accordance with clause 18 in accordance with the instalments and dates specified in the relevant Call-Off Contract less any Delay Payments due. The Delay Payments shall be shown as a deduction from the amount due from the Authority to the Contractor in the next invoice due to be issued by the Supplier after the date on which the relevant Deduction accrued.

17.2 If the Charges are payable on a time and materials basis, the Charges shall be calculated on the basis of rates which are no higher than those detailed in the Schedule of Rates in Schedule 2 (*Framework Rates and Call Off Charges*) and, unless otherwise agreed in a Task Order Form, Charges shall be invoiced monthly in arrears.

17.3 If the Charges are fixed fees they shall still be calculated on the basis of rates which are no higher than those detailed in the Schedule of Rates in Schedule 2 (*Framework Rates and Call Off Charges*) and shall be invoiced on Acceptance of certain Deliverables or Milestones or at an alternative interval as agreed in a Task Order Form.

18 Payment and VAT

18.1 The Contractor shall submit invoices to the Authority on the date(s) set out in the applicable Call-Off Contract.

18.2 The Authority shall, in addition to the Charges and following Receipt of a Valid Invoice, pay the Contractor a sum equal to the VAT chargeable on the value of the Services and Deliverables supplied in accordance with the Agreement.

18.3 The Contractor shall add VAT to the Charges at the prevailing rate as applicable and shall show the amount of VAT payable separately on all invoices as an extra charge. If the Contractor fails to show VAT on an invoice, the Authority will not, at any later date, be liable to pay the Contractor any additional VAT.

18.4 Prior to the Contractor's submission of an invoice, the Contractor shall provide:

(a) supporting documentation including where applicable an Advice Note;

(b) a full breakdown of the amounts being claimed, including:

(i) timesheets for Staff engaged in providing the Services;

(ii) the name of the individuals to whom the timesheet relates and hourly rates for each;

(iii) identification of which individuals are Contractor's staff and which are Sub-Contractors;

(iv) details of the type of work undertaken by the individuals concerned;

(v) separate identification of time spent travelling; and

(vi) where appropriate, details of journeys made and distances travelled.

18.5 All Contractor invoices shall be expressed in sterling or such other currency as shall be permitted by the Authority in writing.

18.6 Valid Invoices shall include:

(a) the Contractor’s full name, address and title of the Framework Agreement and relevant Call-Off Contract;

(b) the purchase order number associated with the relevant Call-Off Contract; and

(c) where requested by the Authority, any or all of the information set out in clause 18.4.

18.7 The rates within the Schedule of Rates pricing includes all of the Contractor’s overhead costs which shall include, without limitation; facilities, utilities, insurance, tax, head office overheads, indirect staff costs and other costs not specifically and directly ascribable solely to the provision of the Services, which shall not be payable by the Authority in addition to the Schedule of Rates prices.

18.8 The Contractor may claim expenses only if they are clearly identified, supported by original receipts and Approved.

18.9 If the Authority pays the Contractor prior to the submission of a Valid Invoice this payment shall be on account of and deductible from the next payment to be made.

18.10 If any overpayment has been made or the payment or any part is not supported by a Valid Invoice the Authority may recover this payment from the Supplier who shall issue a credit note (in a similar format to this invoices) in respect of the overpaid amount which will be credited against future invoices raised or directly from the Contractor under the relevant Call Off Contract to which the overpayment relates. Where no further invoices are anticipated under the relevant Call-Off Contract the Contractor shall provide a cash refund to the Authority. All payments made by the Authority to the Contractor shall be on an interim basis pending final resolution of an account with the Contractor in accordance with the terms of this clause 18.

18.11 The Authority shall pay all sums due to the Contractor within 30 days of Receipt of a Valid Invoice. Valid Invoices should be submitted for payment to the following address or such other address as may be notified to the Contractor in writing:

APinvoices-DEF-U@gov.sscl.com

18.12 If a payment of an undisputed amount is not made by the Authority by the due date, then the Authority shall pay the Contractor interest at the interest rate specified in the *Late Payment of Commercial Debts (Interest) Act 1998*.

18.13 If any portion of a Valid Invoice is disputed by the Authority, then, provided that the Contractor credits the disputed amount in full to the Authority and then issues two (2) Valid Invoices, one in respect of the disputed amount (**Disputed Invoice**) and the other in respect of the undisputed amount, the Authority shall pay the Valid Invoice for the undisputed amount as set out above and the Parties shall seek to resolve the dispute for the disputed amount in accordance with clause 60.

18.14 Upon resolution of the dispute in respect of the Disputed Invoice, the Authority shall pay any amounts determined or agreed to be payable to the Contractor in accordance with the terms agreed between the Parties as part of such resolution, or, if the payment date is not specifically agreed, in accordance with clause 18.11.

18.15 The Contractor shall ensure that a provision is included in all Sub-Contracts which requires payment to be made of all sums due to Sub-Contractors within 30 days from the receipt of a valid invoice from a Sub-Contractor, and the Contractor shall comply with such a requirement. From time to time the Authority may require the Contractor to provide evidence that the Contractor is paying its Sub-Contractors in accordance with this clause 18.15.

18.16 The Contractor shall indemnify the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Authority at any time in respect of the Contractor's failure to account for or to pay any VAT relating to payments made to the Contractor under an Agreement. Any amounts due under this clause 18.16 shall be paid by the Contractor to the Authority not less than 5 Working Days before the date upon which the tax or other liability is payable by the Authority.

18.17 The Contractor shall not suspend the Services unless the Contractor is entitled to terminate the Agreement under clause 49.3 for failure to pay undisputed sums of money.

18.18 The Authority shall not pay an invoice which is not a Valid Invoice. Any invoices submitted which do not have the required information or supporting documentation or are otherwise not Valid Invoices will be rejected.

19 Recovery of sums due

19.1 If under an Agreement any sum of money is recoverable from or payable by the Contractor to the Authority (including any sum which the Contractor is liable to pay to the Authority in respect of any breach of an Agreement), the Authority may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Contractor from the Authority under an Agreement or under any other agreement with the Authority or the Crown.

19.2 Any overpayment by either Party, whether of the Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

19.3 The Contractor shall make all payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Contractor has a valid court order requiring an amount equal to such deduction to be paid by the Authority to the Contractor.

19.4 All payments due shall be made within a reasonable time unless otherwise specified in the Agreement, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

Statutory obligations

20 Prevention of fraud and bribery

20.1 The Contractor represents and warrants that neither it, nor to the best of its knowledge any Staff, have at any time prior to the Framework Start Date:

(a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or

(b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

20.2 The Contractor shall not during the Agreement Period:

(a) commit a Prohibited Act; and/or

(b) do or suffer anything to be done which would cause the Authority or any of its employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

20.3 The Contractor shall, during the Agreement Period:

(a) establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act; and

(b) keep appropriate records of its compliance with its obligations under clause 20.3(a) and make such records available to the Authority on request.

20.4 The Contractor shall immediately notify the Authority in writing if it becomes aware of any breach of clauses 20.1 and/or 20.2, or has reason to believe that it has or any of the Staff have:

(a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act;

(b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or

(c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of an Agreement or otherwise suspects that any person directly or indirectly connected with an Agreement has committed or attempted to commit a Prohibited Act.

20.5 If the Contractor notifies the Authority pursuant to clause 20.4, the Contractor shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation.

20.6 If the Contractor is in Default under clauses 20.1 and/or 20.2, the Authority may by notice:

(a) require the Contractor to remove from performance of an Agreement any Staff whose acts or omissions have caused the Default; or

(b) immediately terminate the Agreement.

20.7 Any notice served by the Authority under clause 20.6 shall specify the nature of the Prohibited Act, the identity of the party who the Authority believes has committed the Prohibited Act and the action that the Authority has taken (including, where relevant, the date on which the Agreement shall terminate).

21 Discrimination

21.1 The Contractor shall:

(a) perform its obligations under an Agreement in accordance with:

(i) all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy maternity or otherwise);

(ii) the Authority's equality and diversity policy as given to the Contractor from time to time;

(iii) any other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under applicable equality Law; and

(b) if required by the Authority, take all necessary steps and inform the Authority of the steps taken to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation).

22 Rights of Third Parties

22.1 The provisions of clauses 16.5 and 32.3 confer benefits on persons named in such provisions (together **Third Party Provisions**) other than the Parties (each person a **Third Party Beneficiary**) and are intended to be enforceable by Third Party Beneficiaries by virtue of the *Contracts (Rights of Third Parties) Act 1999* (**CRTPA**).

22.2 Subject to clause 22.1, a person who is not a Party has no right under the CRTPA to enforce any provisions of the Agreement but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the CRTPA and does not apply to the Crown.

22.3 No Third Party Beneficiary may enforce or take steps to enforce any Third Party Provision without Approval.

22.4 Any amendments to an Agreement may be made by the Parties without the consent of any Third Party Beneficiary.

23 Health, safety and wellbeing

23.1 The Contractor shall perform its obligations under an Agreement in accordance with:

(a) all applicable Law regarding health and safety; and

(b) the Authority's health and safety policy while at the Authority's Premises.

23.2 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Authority's Premises of which it becomes aware and which relate to or arise in connection with the performance of an Agreement. The Contractor shall instruct Staff to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.

23.3 The Contractor shall ensure that it and its Sub-contractors and its supply chain:

(a) comply with the provisions of the *Modern Slavery Act 2015* and shall have and maintain policies and procedures to ensure compliance with the *Modern Slavery Act 2015* and the Contractor shall include in its contracts with its Sub-contractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause; and

(b) implement fair shift or working hour arrangements (in line with the Working Time Regulations 1998 (as amended)), providing sufficient gaps working hours, adequate rest breaks and reasonable working day length, and other best practices for staff welfare and performance.

23.4 The Contractor shall at the Authority's request provide evidence of the policies and processes it has in place to safeguard the health, safety and wellbeing of its Staff.

24 Environmental requirements

24.1 The Contractor shall in the performance of the Agreement have due regard to the Authority's environmental, sustainable and ethical procurement policies including without limitation the 25-year environmental plan (**Environmental Policies**) which require the Authority through its procurement and management of suppliers:

(a) conserve energy, water, wood, paper and other resources and reduce waste;

(b) phase out the use of ozone depleting substances;

(c) minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment;

(d) minimise the use of products harmful to health and the environment such as hazardous substances and solvents, replacing them with more benign substances where feasible and, where such substances are necessary, to ensure that they are stored in properly labelled containers, used and disposed of in compliance with legal and regulatory requirements and any instructions from the Authority;

(e) reduce fuel emissions wherever possible;

(f) maximise the use of recovered materials and, if recycled materials are not suitable or not readily available, to maximise the use of materials taken from renewable sources; and

(g) promote the design of products that are capable of reuse or remanufacture or easily separable into recyclable parts consisting of one material (eg steel, plastic, textile).

24.2 The Contractor shall ensure that any equipment and materials used in the provision of the Services do not contain:

(a) ozone depleting substances such as hydrochlorofluorocarbons (HCFCs), halons, carbon tetrachloride, 111 trichloroethane, bromochloromethane or any other damaging substances; and/or

(b) HFCs and other gaseous and non-gaseous substances with a high global warming potential,

unless given written permission by the Authority to do so.

24.3 The Contractor shall conserve energy and water; reduce carbon emissions and other greenhouse gases; minimise the use of substances damaging or hazardous to health and the environment and reduce waste by, for example, using resources more efficiently and reusing, recycling and composting and respecting biodiversity.

24.4 If required by the Authority the Contractor shall provide the Authority with information about its compliance with its obligations under clause 24.3.

24.5 The Contractor shall ensure that its Staff are aware of the Authority's Environmental Policies.

24.6 The Contractor shall:

(a) identify any risks arising from climate change and variable weather such as higher temperatures, droughts, flooding, sea and river level rises, coastal and riparian erosion, water scarcity, and loss of water quality which may disrupt and/or affect the supply of the Services; and

(b) if such risks have been identified, enhance the resilience of its organisation to enable it to adapt and deal with the effects of such extreme events, including by having the necessary awareness-raising, evaluation, preventive, preparatory, recovery measures and support systems in place in order to minimise any disruption to the supply of the Services.

Protection of information

25 Authority Data

25.1 The Contractor shall not delete or remove any proprietary notices contained within or relating to the Authority Data.

25.2 The Contractor shall not store, copy, disclose, or use the Authority Data except as necessary for the performance by the Contractor of its obligations under this Agreement or as otherwise expressly authorised in writing by the Authority.

25.3 To the extent that Authority Data is held and/or processed by the Contractor, the Contractor shall supply Authority Data to the Authority as requested by the Authority in the format specified in the Specification.

25.4 The Contractor shall preserve the integrity of Authority Data and prevent the corruption or loss of Authority Data.

25.5 The Contractor shall perform secure back-ups of all Authority Data and shall ensure that up-to-date back-ups are stored securely off-site.

25.6 The Contractor shall ensure that any system on which the Contractor holds any Authority Data, including back-up data, is a secure system that complies with the Security Policy Framework.

25.7 If Authority Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, the Authority may:

(a) require the Contractor (at the Contractor's expense) to restore or procure the restoration of Authority Data and the Contractor shall do so promptly; and/or

(b) itself restore or procure the restoration of Authority Data, and shall be repaid by the Contractor any reasonable expenses incurred in doing so.

25.8 If at any time the Contractor suspects or has reason to believe that Authority Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the

Contractor shall notify the Authority immediately and inform the Authority of the remedial action the Contractor proposes to take.

25.9 The Contractor shall not:

(a) incorporate or allow any Artificial Intelligence to be used in its performance of the Services or provision of the Deliverables; or

(b) use any Authority Data (or allow any Authority Data to be used) to input into, or to train, any Artificial Intelligence,

in each case without the prior written consent of the Authority. If the Contractor wishes to do so, the Contractor may only do so where it has agreed to a Variation incorporating the Authority's requirements for the use of Artificial Intelligence or undertaking such activities and first having provided the Authority with such information as the Authority requires regarding the Contractor's proposed use of Artificial Intelligence.

26 Data Protection

26.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Contractor is the Processor unless otherwise specified in Schedule 7. The only processing that the Contractor is authorised to do is:

(a) listed in Schedule 7 by the Authority; and

(b) in respect of a Call-Off Contract, listed in the Data Processing Annex of the relevant Task Order Form,

and may not be determined by the Contractor.

26.2 The Contractor shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.

26.3 The Contractor shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Authority, include:

(a) a systematic description of the envisaged processing operations and the purpose of the processing;

(b) an assessment of the necessity and proportionality of the processing operations in relation to the Services and Deliverables;

(c) an assessment of the risks to the rights and freedoms of Data Subjects; and

(d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

26.4 The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

(a) process that Personal Data only in accordance with Schedule 7 unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Authority before processing the Personal Data unless prohibited by Law;

(b) ensure that it has in place Protective Measures which are appropriate to protect against a Data Loss Event, which the Authority may reasonably reject (but failure to reject shall not amount to approval by the Authority of the adequacy of the Protective Measures), having taken account of the:

(i) nature of the data to be protected;

(ii) harm that might result from a Data Loss Event;

(iii) state of technological development; and

(iv) cost of implementing any measures;

(c) ensure that :

(i) the Staff do not process Personal Data except in accordance with this Agreement (and in particular Schedule 7);

(ii) it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:

(A) are aware of and comply with the Contractor's duties under this clause;

(B) are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;

(C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Authority or as otherwise permitted by this Agreement; and

(D) have undergone adequate training in the use, care, protection and handling of Personal Data; and

(d) not transfer Personal Data outside of the United Kingdom unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:

(i) the destination country has been recognised as adequate by the UK government in accordance with Article 45 of the UK GDPR (or section 74A of DPA 2018) and/or the transfer is in accordance with Article 45 of the EU GDPR (where applicable); or

(ii) the Authority or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with the Article 46 of the UK GDPR or DPA 2018 Section 75 and/or Article 46 of the EU GDPR (where applicable)) as determined by the Authority which could include the relevant parties entering into;

(A) where the transfer is subject to UK GDPR:

(1) the UK International Data Transfer Agreement as published by the Information Commissioner's Office under section 119A(1) of the DPA 2018 from time to time; or

(2) the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time (**EU SCCs**), together with the UK International Data Transfer Agreement

Addendum to the EU SCCs as published by the Information Commissioner's Office from time to time; and/or

(B) where the transfer is subject to EU GDPR, the EU SCCs,

as well as any additional measures determined by the Authority being implemented by the importing party;

(iii) the Data Subject has enforceable rights and effective legal remedies;

(iv) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Authority in meeting its obligations); and

(v) the Contractor complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data;

(e) at the written direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.

26.5 Subject to clause 26.6 the Contractor shall notify the Authority immediately if, in relation to any Personal Data processed in connection with its obligations under this Agreement, it:

(a) receives a Data Subject Request (or purported Data Subject Request);

(b) receives a request to rectify, block or erase any Personal Data;

(c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

(d) receives any communication from the Information Commissioner or any other regulatory authority;

(e) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

(f) becomes aware of a Data Loss Event.

26.6 The Contractor’s obligation to notify under clause 26.5 shall include the provision of further information to the Authority in phases, as details become available.

26.7 Taking into account the nature of the processing, the Contractor shall provide the Authority with full assistance in relation to either Party's obligations under Data Protection Legislation in relation to any Personal Data processed in connection with its obligations under this Agreement and any complaint, communication or request made under clause 26.5 (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:

(a) the Authority with full details and copies of the complaint, communication or request;

(b) such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;

(c) the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;

(d) assistance as requested by the Authority following any Data Loss Event;

(e) assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office.

26.8 The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:

(a) the Authority determines that the processing is not occasional;

(b) the Authority determines the processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or

(c) the Authority determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

26.9 The Contractor shall allow for audits of its Personal Data processing activity by the Authority or the Authority's designated auditor.

26.10 Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.

26.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must:

(a) notify the Authority in writing of the intended Sub-processor and processing;

(b) obtain the written consent of the Authority;

(c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 26 such that they apply to the Sub-processor; and

(d) provide the Authority with such information regarding the Sub-processor as the Authority may reasonably require.

26.12 The Contractor shall remain fully liable for all acts or omissions of any of its Sub-processors.

26.13 The Authority may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

26.14 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office. The Authority may on not less than 30 Working Days' notice to the Contractor amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Officer.

26.15 This clause 26 shall apply during the Agreement Period and indefinitely after its expiry.

26.16 Where the Parties include two or more Joint Controllers as identified in Schedule 7, in accordance with UK GDPR Article 26 those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Schedule [X] in replacement of clauses 26.1 to 26.14 for the Personal Data in respect of which they are Joint Controllers.

27 Official Secrets Acts, Finance Act and Terrorism Acts

The Contractor shall comply with the provisions of:

27.1 the *Official Secrets Acts 1911 to 1989*;

27.2 section 182 of the *Finance Act 1989*; and

27.3 the *Terrorism Act 2000*, the *Anti-Terrorism Crime and Security Act 2001*, the *Prevention of Terrorism Act 2005* and the *Terrorism Act 2006*.

28 Confidential Information

28.1 Except to the extent set out in this clause 28 or if disclosure or publication is expressly permitted elsewhere in the Agreement each Party shall treat all Confidential Information belonging to the other Party as confidential and shall not disclose any Confidential Information belonging to the other Party to any other person without the other Party's prior written consent, except to such persons and to such extent as may be necessary for the performance of the Party's obligations under the Agreement.

28.2 The Contractor hereby gives its consent for the Authority to publish the whole Agreement (but with any information which is Confidential Information belonging to the Authority or Commercially Sensitive Information belonging to the Contractor being redacted) including from time to time agreed changes to the Agreement, to the general public.

28.3 If required by the Authority, the Contractor shall ensure that Staff, professional advisors, Sub-contractors and consultants sign a non-disclosure agreement prior to commencing any work in connection with the Agreement in substantially the form attached in Schedule 8 and, if applicable, incorporating the requirements of clause 26.11. The Contractor shall maintain a list of the non-disclosure agreements completed in accordance with this clause 28.3. Where required due to the nature of the information to be disclosed under a Call-Off Contract, for example if information with an elevated security classification is to be disclosed, the Contractor may be required to sign a separate confidentiality agreement with more stringent provisions.

28.4 If requested by the Authority, the Contractor shall give the Authority a copy of the list and, subsequently upon request by the Authority, copies of such of the listed non-disclosure agreements as required by the Authority. The Contractor shall ensure that its Staff, professional advisors, Sub-contractors and consultants are aware of the Contractor's confidentiality obligations under the Agreement.

28.5 The Contractor may only disclose the Authority's Confidential Information to the Staff who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.

28.6 The Contractor shall not, and shall procure that the Staff do not, use any of the Authority's Confidential Information received otherwise than for the purposes of this Agreement.

28.7 Clause 28.1 shall not apply to the extent that:

(a) such disclosure is a requirement of:

(i) Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the EIR; or

(ii) a regulatory body or by a court with the relevant jurisdiction if, to the extent not prohibited by Law, the relevant Party notifies the other of the full circumstances, the affected Confidential Information and extent of the disclosure;

(b) such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

(c) such information was obtained from a third party without obligation of confidentiality;

(d) such information was already in the public domain at the time of disclosure otherwise than by a breach of the Agreement; or

(e) it is independently developed without access to the other Party's Confidential Information.

28.8 Nothing in clause 28.1 shall prevent the Authority disclosing any Confidential Information obtained from the Contractor:

(a) for the purpose of the examination and certification of the Authority's accounts;

(b) for the purpose of any examination pursuant to section 6(1) of the *National Audit Act 1983* of the economy, efficiency and effectiveness with which the Authority has used its resources;

(c) to any Crown Body or any Contracting Authority and the Contractor hereby acknowledges that all government departments or Contracting Authorities receiving such Confidential Information may further disclose the Confidential Information to other government departments or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department or any Contracting Authority;

(d) to any consultant, contractor or other person engaged by the Authority,

provided that in disclosing information under clauses 28.8(c) and 28.8(d) the Authority discloses only the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

28.9 Nothing in clauses 28.1 to 28.6 shall prevent either Party from using any techniques, ideas or Know-How gained during the performance of its obligations under the Agreement (together, the **Operational Information**) in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights, provided that where a Party (the **Disclosing Party**) discloses Operational Information to any third party (**Third Party Recipient**) in the course of its normal business, the Disclosing Party shall ensure that confidentiality obligations are in place between the Disclosing Party and the Third Party Recipient, by way of contract or separate non-disclosure agreement, which are no less onerous than the obligations set out in this clause 28 and which restricts any sub-disclosure by the Third Party Recipient. The Disclosing Party shall, on request, provide evidence to the other Party of such confidentiality obligations in place between the Disclosing party and the Third Party Recipient.

28.10 The Authority shall use all reasonable endeavours to ensure that any government department, Contracting Authority, employee or third party to whom the Contractor's Confidential Information is disclosed pursuant to clause 28.6 is made aware of the Authority's obligations of confidentiality.

28.11 If the Contractor does not comply with clauses 28.1 to 28.6 the Authority may terminate the Agreement immediately on written notice to the Contractor.

28.12 In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the supply of the Services, the Contractor shall maintain adequate security arrangements that meet the requirements of the Government Security Policy Framework, professional standards and best practice.

28.13 The Contractor will immediately notify the Authority of any breach of security in relation to Confidential Information and all data obtained in the supply of the Services and will keep a record of such breaches. The Contractor will use its best endeavours to recover such Confidential Information or data however it may be recorded. The Contractor will co-operate with the Authority in any investigation as a result of any breach of security in relation to Confidential Information or data.

28.14 The Contractor shall, at its own expense, alter any security systems at any time during the Agreement Period at the Authority’s request if the Authority reasonably believes the Contractor has failed to comply with clause 28.12.

28.15 It is important that the Authority can gain access to and or make reference to any data used in application assessments during the Justification Process and post completion of the relevant Justification Process. If the Contractor uses data that is confidential and/or has restrictions on the purposes for which it can be used the Contractor will be required to set up a secure data transfer system to allow the Authority to access the data if necessary. The Contractor shall not use their own additional data sources unless they can provide the Authority with full and permanent access to the data as well as rights to reference these publicly.

29 Freedom of information

29.1 The Contractor acknowledges that the Authority is subject to the requirements of the FOIA and the EIR.

29.2 The Contractor shall transfer to the Authority all Requests for Information that it receives as soon as practicable and in any event within 2 Working Days of receipt:

(a) give the Authority a copy of all Information in connection with the Agreement in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may specify) of the Authority's request;

(b) provide all necessary assistance as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIR;

(c) not respond to directly to a Request for Information unless authorised to do so in writing by the Authority.

29.3 The Authority shall determine in its absolute discretion and notwithstanding any other provision in the Agreement or any other agreement whether the Commercially Sensitive Information and any other Information is exempt from disclosure in accordance with the provisions of the FOIA and/or the EIR.

30 Publicity, media and official enquiries

30.1 The Contractor shall not make any press announcement or publicise the Agreement, the Services or any Deliverables or any part thereof in any way, except with the prior written consent of the Authority.

30.2 The Contractor shall use all reasonable endeavours to ensure that its Staff, professional advisors and consultants comply with clause 30.1.

30.3 The Contractor may apply their corporate branding to any Deliverables with the prior written consent of the Authority (not to be unreasonably withhold), however any consent will be given on the proviso that the application of corporate branding shall not fetter or in any way restrict the use or disclosure of the Deliverables by the Authority.

30.4 The Authority may refer to the Contractor as “Secretary of State’s advisers” or “independent advisers”, or such similar title agreed with the Contractor, when referring to advice received as part of or related to a justification application assessment, for example in the Decision Document.

31 Security

31.1 The Authority (or, where applicable, the Applicant) shall be responsible for maintaining the security of the Authority’s Premises in accordance with its standard security requirements. The Contractor shall comply with all security requirements of the Authority (or, where applicable, the Applicant) while on the Authority’s Premises, and shall ensure that all Staff comply with such requirements which might include any enhanced security requirements which will be notified to the Contractor from time to time.

31.2 The Authority shall give the Contractor upon request copies of its written security procedures.

31.3 The Contractor shall, as an enduring obligation during the Agreement Period, use the latest versions of anti-virus definitions available from an industry accepted anti-virus software vendor to check for and delete Malicious Software from the ICT Environment.

31.4 Notwithstanding clause 31.3, if Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of the Authority Data, assist each other to mitigate any losses and to restore the provision of Services to their desired operating efficiency.

31.5 Any cost arising out of the actions of the Parties taken in compliance with clause 31.4 shall be borne by the Parties as follows:

(a) by the Contractor where the Malicious Software originates from the Contractor Software, the Third Party Software or the Authority Data (whilst the Authority Data was under the control of the Contractor); and

(b) by the Authority if the Malicious Software originates from the Authority Software or Authority Data (whilst the Authority Data was under the control of the Authority).

32 Intellectual Property Rights

32.1 All Intellectual Property Rights in:

(a) the Deliverables; or

(b) any guidance, reports, drawings, designs, studies, instructions or other material which is furnished to or made available to the Contractor by or on behalf of the Authority (together with the Deliverables, the **IP Materials**),

shall vest in the Authority (save for Copyright and Database Rights which shall vest in His Majesty the King), or, in respect of clause 32.1(b) its third party licensors, and the Contractor shall not, and shall ensure that the Staff shall not, use or disclose any IP Materials without Approval save to the extent necessary for performance by the Contractor of its obligations under the Agreement.

32.2 The Contractor hereby assigns:

(a) to the Authority, with full title guarantee, all Intellectual Property Rights (save for Copyright and Database Rights) which may subsist in the IP Materials prepared in accordance with clauses 32.1(a) and 32.1(b). This assignment shall take effect on the date of the Agreement or (in the case of rights arising after the date of the Agreement) as a present assignment of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights produced by the Contractor; and

(b) to His Majesty the King, with full title guarantee, all Copyright and Database Rights which may subsist in the IP Materials prepared in accordance with clauses 32.1(a) and 32.1(b),

and shall execute all documents and do all acts as are necessary to execute these assignments.

32.3 The Contractor shall:

(a) waive or procure a waiver of any moral rights held by it or any third party in copyright material arising as a result of the Agreement or the performance of its obligations under the Agreement;

(b) ensure that the third party owner of any Intellectual Property Rights that are or which may be used to perform the Services grants to the Authority a non-exclusive licence or, if itself a licensee of those rights, shall grant to the Authority an authorised sub-licence, to use, reproduce, modify, develop and maintain the Intellectual Property Rights in the same. Such licence or sub-licence shall be non-exclusive, perpetual, royalty-free, worldwide and irrevocable and shall include the right for the Authority to sub-license, transfer, novate or assign to other Contracting Authorities, the Crown, the Replacement Contractor or to any other third party supplying goods and/or services to the Authority (**Indemnified Persons**);

(c) not infringe any Intellectual Property Rights of any third party in supplying the Services; and

(d) during and after the Agreement Period, indemnify and keep indemnified the Authority and the Indemnified Persons from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority or Indemnified Persons may suffer or incur as a result of or in connection with any breach of this clause 32.3, except to the extent that any such claim results directly from:

(i) items or materials based upon designs supplied by the Authority; or

(ii) the use of data supplied by the Authority which is not required to be verified by the Contractor under any provision of the Agreement.

32.4 The Authority shall notify the Contractor in writing of any claim or demand brought against the Authority for infringement or alleged infringement of any Intellectual Property Right in materials supplied and/or licensed by the Contractor to the Authority.

32.5 The Contractor shall at its own expense conduct all negotiations and any litigation arising in connection with any claim, demand or action by any third party for infringement or alleged infringement of any third party Intellectual Property Rights (whether by the Authority, the

Contractor or Indemnified Person) arising from the performance of the Contractor's obligations under the Agreement (**Third Party IP Claim**), provided that the Contractor shall at all times:

(a) consult the Authority on all material issues which arise during the conduct of such litigation and negotiations;

(b) take due and proper account of the interests of the Authority; and

(c) not settle or compromise any claim without Approval (not to be unreasonably withheld or delayed).

32.6 The Authority shall at the request of the Contractor afford to the Contractor all reasonable assistance for the purpose of contesting any Third Party IP Claim and the Contractor shall indemnify the Authority for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. The Contractor shall not be required to indemnify the Authority under this clause 32.6 in relation to any costs and expenses to the extent that such arise directly from the matters referred to in clauses 32.3(d)(i) and 32.3(d)(ii).

32.7 The Authority shall not, without the Contractor's consent, make any admissions which may be prejudicial to the defence or settlement of any Third Party IP Claim.

32.8 If any Third Party IP Claim is made or in the reasonable opinion of the Contractor is likely to be made, the Contractor shall notify the Authority and any relevant Indemnified Person, at its own expense and subject to Approval (not to be unreasonably withheld or delayed), shall (without prejudice to the rights of the Authority under clauses 32.3(b) and 46.1(g)) use its best endeavours to:

(a) modify any or all of the Services without reducing the performance or functionality of the same, or substitute alternative services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement; or

(b) procure a licence to use the Intellectual Property Rights and supply the Services which are the subject of the alleged infringement, on terms which are acceptable to the Authority,

and if the Contractor is unable to comply with clauses 32.8(a) or 32.8(b) within 20 Working Days of receipt by the Authority of the Contractor's notification the Authority may terminate the Agreement immediately by notice to the Contractor.

32.9 The Contractor grants to the Authority and, if requested by the Authority, to a Replacement Contractor, a royalty-free, perpetual, irrevocable, worldwide, non-exclusive licence (with a right to sub-license) to use any Intellectual Property Rights that the Contractor owned or developed prior to the Framework Start Date and which the Authority (or the Replacement Contractor) reasonably requires in order for the Authority to exercise its rights under, and receive the benefit of, the Agreement (including, without limitation, the Services and Deliverables).

32.10 The Authority grants to the Contractor for the duration of the relevant Call-Off Contract a royalty-free, irrevocable, UK only, non-exclusive licence (with a right to sub-license to Sub-contractors only) to use any Intellectual Property Rights that the Authority owned or developed prior to the Framework Start Date and which the Contractor reasonably requires in order for the Contractor to provide the Services and Deliverables under the relevant Call-Off Contract.

32.11 The Contractor shall not be entitled to disclosure to any third party other than an Approved Sub-contractor any items listed in clauses 32.1(a) and 32.1(b). Any use of such items should be strictly as required to provide the Services and not for the Contractor (or any

Subcontractors) own purposes. Any breach of this clause 34 shall constitute a Material Breach.

32.12 The Contractor shall maintain a register of all Intellectual Property Rights created during the Agreement Period in the delivery of the Services.

32.13 If the Contractor cannot meet the condition in clause 32.3(b), after having exercised commercially reasonable endeavours to do so, the Contractor must not use Intellectual Property Rights owned or licensed by such third party from whom those rights cannot be procured in accordance with clause 32.3(b) in the performance of the Services unless the following conditions are met:

(a) the Contractor has notified the Authority in writing giving details of

(i) what licence terms can be obtained from the relevant third party; and

(ii) whether there are providers which the Contractor could seek to use and the licence terms obtainable from those third parties;

(b) the Authority approves the licence terms of one of those third parties; and

(c) the owner and/or authorised licensor of the third party Intellectual Property Rights has granted a direct licence of to the Authority on those terms.

33 Audit

33.1 The Contractor shall keep and maintain until 6 years after the end of the Agreement Period, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it, all expenditure reimbursed by the Authority, and all payments made by the Authority. The Contractor shall on request afford the Authority or the Authority's representatives such access to those records and processes as may be requested by the Authority in connection with the Agreement.

33.2 The Contractor agrees to make available to the Authority, free of charge, whenever requested, copies of audit reports obtained by the Contractor in relation to the Services.

33.3 The Contractor shall permit duly authorised representatives of the Authority and/or the National Audit Office to examine the Contractor's records and documents relating to the Agreement and to provide such copies and oral or written explanations as may reasonably be required.

33.4 The Contractor (and its agents) shall permit the Comptroller and Auditor General (and his appointed representatives) access free of charge during normal business hours on reasonable notice to all such documents (including computerised documents and data) and other information as the Comptroller and Auditor General may reasonably require for the purposes of his financial audit of the Authority and for carrying out examinations into the economy, efficiency and effectiveness with which the Authority has used its resources. The Contractor shall provide such explanations as are reasonably required for these purposes.

34 Tax Compliance

34.1 If, during the Agreement Period, an Occasion of Tax Non-Compliance occurs, the Contractor shall:

(a) notify the Authority in writing of such fact within 5 Working Days of its occurrence; and

(b) promptly give the Authority:

(i) details of the steps it is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors it considers relevant; and

(ii) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.

34.2 If the Contractor or any Staff are liable to be taxed in the UK or to pay NICs in respect of consideration received under the Agreement, the Contractor shall:

(a) at all times comply with ITEPA and all other statutes and regulations relating to income tax, and SSCBA and all other statutes and regulations relating to NICs, in respect of that consideration; and

(b) indemnify the Authority against any income tax, NICs and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Services by the Contractor or any Staff.

Control of the agreement

35 Failure to meet Requirements

If the Authority informs the Contractor in writing that the Authority reasonably believes that any part of the Services do not meet the requirements of the Agreement or differs in any way from those requirements, and this is not as a result of a default by the Authority, the Contractor shall at its own expense re-schedule and carry out the Services in accordance with the requirements of the Agreement within such reasonable time as may be specified by the Authority.

36 Monitoring of Agreement Performance

36.1 The provisions of Schedule 4 sets out the governance, contract management and reporting obligations of the Parties.

36.2 The Contractor shall immediately inform the Authority if any of the Services are not being or are unable to be performed, the reasons for non-performance, any corrective action and the date by which that action will be completed.

37 Remedies for inadequate performance

37.1 If the Authority reasonably believes the Contractor has committed a Material Breach it may, without prejudice to its rights under clause 49 (Termination on Default), do any of the following:

(a) without terminating the Agreement, itself supply or procure the supply of all or part of the Services until such time as the Contractor has demonstrated to the Authority’s reasonable satisfaction that the Contractor will be able to supply the Services in accordance with the Specification;

(b) suspend the Contractor's participation in this Framework and any Task Order Proposal submitted by the Contractor during such period of suspension shall be disregarded by the Authority;

(c) wholly or partially suspend the Contractor's performance of the Services and provision of Deliverables (in such a case the Authority shall not be obliged to pay the relevant Charges in respect of the suspended elements) and thereafter itself supply or procure a third party to supply such part of the Services or Deliverables, until such suspension has been lifted;

(d) without terminating the whole of the Agreement, terminate the Agreement in respect of part of the Services only (whereupon a corresponding reduction in the relevant Charges shall be made) and thereafter itself supply or procure a third party to supply such part of the Services;

(e) withhold or reduce payments to the Contractor in such amount as the Authority reasonably deems appropriate in each particular case; and/or

(f) terminate the Agreement in accordance with clause 49.

37.2 Without prejudice to its right under clause 19, the Authority may charge the Contractor for any costs reasonably incurred and any reasonable administration costs in respect of the supply of any part of the Services by the Authority or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Contractor for such part of the Services.

37.3 If the Authority reasonably believes the Contractor has failed to supply all or any part of the Services in accordance with the Agreement, professional or industry practice which could reasonably be expected of a competent and suitably qualified person, or any legislative or regulatory requirement, the Authority may give the Contractor notice specifying the way in which its performance falls short of the requirements of the Agreement or is otherwise unsatisfactory.

37.4 If the Contractor has been notified of a failure in accordance with clause 37.3 the Authority may:

(a) direct the Contractor to identify and remedy the failure within such time as may be specified by the Authority and to apply all such additional resources as are necessary to remedy that failure at no additional charge to the Authority within the specified timescale; and/or

(b) withhold or reduce payments to the Contractor in such amount as the Authority deems appropriate in each particular case until such failure has been remedied to the satisfaction of the Authority.

37.5 If the Contractor has been notified of a failure in accordance with clause 37.3, it shall:

(a) use all reasonable endeavours to immediately minimise the impact of such failure to the Authority and to prevent such failure from recurring; and

(b) immediately give the Authority such information as the Authority may request regarding what measures are being taken to comply with the obligations in this clause 37.5 and the progress of those measures until resolved to the satisfaction of the Authority.

37.6 If, having been notified of any failure, the Contractor fails to remedy it in accordance with clause 37.5 within the time specified by the Authority, the Authority may treat the continuing failure as a Material Breach and may terminate the Agreement immediately on notice to the Contractor.

38 Transfer and Sub-contracting

38.1 The Contractor shall not transfer, charge, assign, sub-contract or in any other way dispose of the Agreement or any part of it without Approval. All such documents shall be evidenced in writing and shown to the Authority on request. Sub-contracting any part of the Agreement shall not relieve the Contractor of any of its obligations or duties under the Agreement.

38.2 The Contractor shall be responsible for the acts and/or omissions of its Sub-Contractors as though they are its own. If it is appropriate, the Contractor shall provide each Sub-Contractor with a copy of the Agreement and obtain written confirmation from them that they will provide the Services fully in accordance with the Agreement.

38.3 The Contractor shall ensure that its Sub-Contractors and suppliers retain all records relating to the Services for at least 6 years from the date of their creation and make them available to the Authority on request in accordance with the provisions of clause 33. If any Sub-Contractor or supplier does not allow the Authority access to the records then the Authority shall have no obligation to pay any claim or invoice made by the Contractor on the basis of such documents or work carried out by the Sub-Contractor or supplier.

38.4 If the Authority has consented to the award of a Sub-Contract, the Contractor shall ensure that:

(a) the Sub-Contract contains a right for the Contractor to terminate the Sub-Contract if the relevant Sub-Contractor does not comply in the performance of its contract with legal obligations in environmental, social or labour law;

(b) the Sub-Contractor includes a provision having the same effect as set out in clause 38.4(a) in any Sub-Contract which it awards;

(c) the Sub-Contractor enters into a non-disclosure agreement in substantially the form attached in Schedule 8; and

(d) copies of each Sub-Contract shall, at the request of the Authority, be sent by the Contractor to the Authority immediately.

As at the Framework Start Date, the Authority has consented in principle to the sub-contracting of certain Services to the Approved Sub-contractors (subject to the Contractor complying with its obligations in (a) – (d) above). The specific Services to be provided by an Approved Sub-contractors will be subject to the Authority's approval and agreed as part of the Call-Off Procedure and documented in a Call-Off Contract.

38.5 If the Authority believes there are:

(a) compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations (or its equivalent under the *Procurement Act 2023*), the Contractor shall replace or not appoint the Sub-Contractor; or

(b) non-compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations (or its equivalent under the *Procurement Act 2023*), the Authority may require the Contractor to replace or not appoint the Sub-Contractor and the Contractor shall comply with such requirement.

38.6 Where Sub-contractors are used, the Contractor shall provide details of the Sub-contractors and its staff members' experience and qualifications, quality assurance processes/ controls, proposed methodology for provision of the Services and/or Deliverables and any other information requested by the Authority. Services provided by Sub-contractors must meet all the quality requirements of the Agreement.

38.7 The Contractors shall comply with, and shall use reasonable endeavours to ensure its Sub-contractors shall comply with, the Authority's Supplier Code of Conduct.

38.8 Subject to clause 38.9, the Authority may assign, novate or otherwise dispose of its rights and obligations under the Agreement or any part thereof to:

(a) any Contracting Authority;

(b) any other body established or authorised by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Authority; or

(c) any private sector body which substantially performs the functions of the Authority,

provided that any such assignment, novation or other disposal shall not increase the burden of the Contractor's obligations under the Agreement.

38.9 Any change in the legal status of the Authority such that it ceases to be a Contracting Authority shall not, subject to clause 38.10, affect the validity of the Agreement and the Agreement shall bind and inure to the benefit of any successor body to the Authority.

38.10 If the rights and obligations under the Agreement are assigned, novated or otherwise disposed of pursuant to clause 38.8 to a body which is not a Contracting Authority or if there is a change in the legal status of the Authority such that it ceases to be a Contracting Authority (in the remainder of this clause both such bodies being referred to as the **Transferee**):

(a) the rights of termination of the Authority in clauses 48 and 49 shall be available to the Contractor in respect of the Transferee; and

(b) the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Agreement or any part thereof with the prior consent in writing of the Contractor.

38.11 The Authority may disclose to any Transferee any Confidential Information of the Contractor which relates to the performance of the Contractor's obligations under the Agreement. In such circumstances the Authority shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Contractor's obligations under the Agreement and for no other purpose and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.

38.12 Each Party shall at its own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other Party the full benefit of the provisions of the Agreement.

39 Waiver

39.1 The failure of either Party to insist upon strict performance of any provision of the Agreement, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Agreement.

39.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with clause 6 (Notices and Communications).

39.3 A waiver of any right or remedy arising from a breach of the Agreement shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Agreement.

40 Variation

40.1 If, after the Framework Start Date, the Authority's requirements change, the Authority may request a Variation subject to the terms of this clause 40.

40.2 The Authority may request a Variation by notifying the Contractor in writing of the Variation and giving the Contractor sufficient information to assess the extent of the Variation and consider whether any change to the Charges is required in order to implement the Variation within a reasonable time limit specified by the Authority. If the Contractor accepts the Variation it shall confirm it in writing.

40.3 If the Contractor is unable to accept the Variation or where the Parties are unable to agree a change to the Charges, the Authority may:

(a) allow the Contractor to fulfil its obligations under the Agreement without the Variation to the Specification; or

(b) terminate the Agreement immediately except where the Contractor has already delivered all or part of the Services or where the Contractor can show evidence of substantial work being carried out to fulfil the requirements of the Specification; and in such case the Parties shall attempt to agree upon a resolution to the matter. If a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution procedure detailed in clause 60 (Dispute Resolution).

40.4 No Variation will take effect unless and until it is recorded in a validly executed CCN.

40.5 A CCN takes effect on the date on which both Parties communicate acceptance of the CCN via the Authority's eSourcing portal. On the date it communicates acceptance of the CCN in this way the Contractor is deemed to warrant and represent that the CCN has been executed by a duly authorised representative of the Contractor in addition to the warranties and representations set out in clause 46.

40.6 The provisions of clauses 40.4 and 40.5 may be varied in an emergency if it is not practicable to obtain the Authorised Representative's approval within the time necessary to make the Variation in order to address the emergency. In an emergency, Variations may be approved by a different representative of the Authority. However, the Authorised Representative shall have the right to review such a Variation and require a CCN to be entered into on a retrospective basis which may itself vary the emergency Variation.

41 Severability

If any provision of the Agreement which is not of a fundamental nature is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Agreement shall continue in full force and effect as if the Agreement had been executed with the invalid, illegal or unenforceable provision eliminated.

42 Remedies cumulative

Except as expressly provided in the Agreement all remedies available to either Party for breach of the Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

43 Entire Agreement

The Agreement constitutes the entire agreement between the Parties in respect of the matters dealt with therein. The Agreement supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this clause shall not exclude liability in respect of any fraudulent misrepresentation.

44 Counterparts

The Agreement may be executed in counterparts, each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

Liabilities

45 Liability, Indemnity and Insurance

45.1 Neither Party limits or excludes its liability for:

(a) death or personal injury caused by its negligence;

(b) fraud or fraudulent misrepresentation;

(c) any breach of any obligations implied by section 2 of the *Supply of Goods and Services Act 1982*;

(d) any breach of clauses 20, 25, 26, 27, 28 and 34;

(e) any breaches of Schedule 9; or

(f) any liability to the extent it cannot be limited or excluded by Law.

45.2 Subject to clauses 45.3 and 45.8, the Contractor shall indemnify the Authority and keep the Authority indemnified fully against all claims, proceedings, demands, charges, actions, damages, costs, breach of statutory duty, expenses and any other liabilities which may arise out of the supply, or the late or purported supply, of the Services and Deliverables or the performance or non-performance by the Contractor of its obligations under the Agreement or the presence of the Contractor or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Contractor, or any other loss which is caused directly by any act or omission of the Contractor.

45.3 Subject to clause 45.1 the Contractor’s aggregate liability to the Authority in contract, tort (including negligence or breach of statutory duty) or otherwise, arising out of or in connection with the Framework Agreement shall not exceed £1,000.000 (one million pounds sterling).

45.4 Subject to clause 45.1 the Authority's aggregate liability to the Contractor in contract, tort (including negligence or breach of statutory duty) or otherwise, arising out of or in connection with the Framework Agreement shall not exceed £1,000,000 (one million pounds sterling).

45.5 Subject to clause 45.1, the Contractor's liability for the Authority in contract, tort (including negligence or breach of statutory duty) or otherwise, arising out of or in connection with each Call-Off Contract is limited to the amount set out in the relevant Task Order Form which comprises the Call Off Contract or where no such amount is specified, shall be the greater of:

(a) £5,000,000 (five million pounds) ;and

(b) the amounts paid and/or due to be paid under the relevant Task Order Form.

45.6 Subject to clause 45.1 the Authority's aggregate liability to the Contractor in contract, tort (including negligence or breach of statutory duty) or otherwise, in respect of all Liabilities incurred by the Contractor arising out of or in connection with each Call-Off Contract shall be limited to an amount equal to the total Charges paid and/or due to be paid to the Supplier during the Call-Off Period.

45.7 The Authority may recover from the Contractor the following losses incurred by the Authority to the extent they arise as a result of a Default by the Contractor:

(a) any additional operational and/or administrative costs and expenses incurred by the Authority, including costs relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;

(b) any wasted expenditure or charges;

(c) the additional costs of procuring a Replacement Contractor for the remainder of the Agreement Period and or replacement deliverables which shall include any incremental costs associated with the Replacement Contractor and/or replacement deliverables above those which would have been payable under the Agreement;

(d) any compensation or interest paid to a third party by the Authority; and

(e) any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty.

45.8 Subject to clauses 45.1 and 45.7, neither Party shall be liable to the other for any:

(a) loss of profits, turnover, business opportunities or damage to goodwill (in each case whether direct or indirect); or

(b) indirect, special or consequential loss.

45.9 The Contractor shall comply with its obligations under Schedule 11 (*Insurance Requirements*).

45.10 The provisions of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Agreement.

46 Warranties and Representations

46.1 The Contractor warrants and represents for the Agreement Period that:

(a) it has full capacity and authority and all necessary consents to enter into and perform the Agreement and that the Agreement is executed by a duly authorised representative of the Contractor;

(b) in entering the Agreement it has not committed any fraud;

(c) all information contained in the Tender and Task Order Proposals (as appropriate) or other offer made by the Contractor to the Authority remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Agreement and in addition, that it will advise the Authority of any fact, matter or circumstance of which it may become aware which would render such information to be false or misleading;

(d) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have an adverse effect on its ability to perform its obligations under the Agreement;

(e) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Agreement;

(f) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Contractor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Contractor's assets or revenue;

(g) it owns, or has obtained or is able to obtain valid licences for, all Intellectual Property Rights that are necessary for the performance of its obligations under the Agreement;

(h) any person engaged by the Contractor shall be engaged on terms which do not entitle them to any Intellectual Property Right in any IP Materials;

(i) in the 3 years (or period of existence where the Contractor has not been in existence for 3 years) prior to the date of the Agreement:

 (i) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;

 (ii) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and

 (iii) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Agreement;

(j) it has and will continue to hold all necessary (if any) regulatory approvals from the Regulatory Bodies necessary to perform its obligations under the Agreement; and

(k) it has notified the Authority in writing of any Occasions of Tax Non-Compliance and any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance.

46.2 The warranties and representations in clause 46 are repeated each time the Contractor enters into a Call Off Contract.

47 Force Majeure

47.1 Subject to the remaining provisions of this clause 47, a Party may claim relief under this clause 47 from liability for failure to meet its obligations under the Agreement for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Contractor in performing its obligations under the Agreement which results from a failure or delay by an agent, Sub-Contractor or supplier shall be regarded as due to a Force Majeure Event only if that agent, Sub-Contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Contractor.

47.2 The Affected Party shall as soon as reasonably practicable issue a Force Majeure Notice, which shall include details of the Force Majeure Event, its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.

47.3 If the Contractor is the Affected Party, it shall not be entitled to claim relief under this clause 47 to the extent that consequences of the relevant Force Majeure Event:

(a) are capable of being mitigated by any of the Services, but the Contractor has failed to do so; and/or

(b) should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by the Agreement.

47.4 Subject to clause 47.5, as soon as practicable after the Affected Party issues the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued provision of the Services affected by the Force Majeure Event.

47.5 The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Contractor is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.

47.6 If, as a result of a Force Majeure Event:

(a) an Affected Party fails to perform its obligations in accordance with the Agreement, then during the continuance of the Force Majeure Event:

(i) the other Party shall not be entitled to exercise its rights to terminate the Agreement in whole or in part as a result of such failure pursuant to clause 49.1 or 49.3; and

(ii) neither Party shall be liable for any Default arising as a result of such failure;

(b) the Contractor fails to perform its obligations in accordance with the Agreement it shall be entitled to receive payment of the Charges (or a proportional payment of it) only to the extent that the Services (or part of the Services) continue to be performed in accordance with the terms of the Agreement during the occurrence of the Force Majeure Event.

47.7 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under the Agreement.

47.8 Relief from liability for the Affected Party under this clause 47 shall end as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under the Agreement and shall not be dependent on the serving of notice under clause 47.7.

Default, Disruption and Termination

48 Termination on Insolvency and Change of Control

48.1 The Authority may terminate an Agreement with immediate effect by notice and without compensation to the Contractor where the Contractor is a company and in respect of the Contractor:

(a) a proposal is made for a voluntary arrangement within Part I of the *Insolvency Act 1986* or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors;

(b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation);

(c) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors’ meeting is convened pursuant to section 98 of the *Insolvency Act 1986*;

(d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets;

(e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given;

(f) it is or becomes insolvent within the meaning of section 123 of the *Insolvency Act 1986*;

(g) being a "small company" within the meaning of section 247(3) of the *Companies Act 1985*, a moratorium comes into force pursuant to Schedule A1 of the *Insolvency Act 1986*; or

(h) any event similar to those listed in 48.1(a) to 48.1(g) occurs under the law of any other jurisdiction.

48.2 The Authority may terminate an Agreement with immediate effect by notice and without compensation to the Contractor where the Contractor is an individual and:

(a) an application for an interim order is made pursuant to sections 252-253 of the *Insolvency Act 1986* or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Contractor’s creditors;

(b) a petition is presented and not dismissed within 14 days or order made for the Contractor's bankruptcy;

(c) a receiver, or similar officer is appointed over the whole or any part of the Contractor’s assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets;

(d) the Contractor is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the *Insolvency Act 1986*;

(e) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Contractor's assets and such attachment or process is not discharged within 14 days;

(f) he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the *Mental Capacity Act 2005*;

(g) he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business; or

(h) any event similar to those listed in clauses 48.2(a) to 48.2(g) occurs under the law of any other jurisdiction.

48.3 The Contractor shall notify the Authority immediately in writing of any proposal or negotiations which will or may result in a merger, take-over, change of Control, change of name or status including where the Contractor undergoes a change of Control within the meaning of section 1124 of the *Corporation Taxes Act 2010* (Change of Control). The Authority may terminate the Framework Agreement and all Call-Off Contracts with immediate effect by notice and without compensation to the Contractor within 6 Months of:

(a) being notified that a Change of Control has occurred; or

(b) where no notification has been made, the date that the Authority becomes aware of the Change of Control,

but shall not be permitted to terminate where Approval was granted prior to the Change of Control.

48.4 The Authority may terminate an Agreement with immediate effect by notice and without compensation to the Contractor where the Contractor is a partnership and:

(a) a proposal is made for a voluntary arrangement within Article 4 of the *Insolvent Partnerships Order 1994* or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors; or

(b) it is for any reason dissolved; or

(c) a petition is presented for its winding up or for the making of any administration order, or an application is made for the appointment of a provisional liquidator; or

(d) a receiver, or similar officer is appointed over the whole or any part of its assets; or

(e) the partnership is deemed unable to pay its debts within the meaning of section 222 or 223 of the *Insolvency Act 1986* as applied and modified by the Insolvent Partnerships Order 1994; or

(f) any of the following occurs in relation to any of its partners:

(i) an application for an interim order is made pursuant to sections 252-253 of the *Insolvency Act 1986* or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, his creditors;

(ii) a petition is presented for his bankruptcy; or

(iii) a receiver, or similar officer is appointed over the whole or any part of his assets;

(g) any event similar to those listed in clauses 48.4(a) to 48.4(f) occurs under the law of any other jurisdiction.

48.5 The Authority may terminate an Agreement with immediate effect by notice and without compensation to the Contractor where the Contractor is a limited liability partnership and:

(a) a proposal is made for a voluntary arrangement within Part I of the *Insolvency Act 1986* or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors;

(b) it is for any reason dissolved;

(c) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given within Part II of the *Insolvency Act 1986*;

(d) any step is taken with a view to it being determined that it be wound up (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation) within Part IV of the *Insolvency Act 1986*;

(e) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator within Part IV of the *Insolvency Act 1986*;

(f) a receiver, or similar officer is appointed over the whole or any part of its assets; or

(g) it is or becomes unable to pay its debts within the meaning of section 123 of the *Insolvency Act 1986*;

(h) a moratorium comes into force pursuant to Schedule A1 of the *Insolvency Act 1986*; or

(i) any event similar to those listed in clauses 48.5(a) to 48.5(h) occurs under the law of any other jurisdiction.

48.6 References to the *Insolvency Act 1986* in clause 48.5(a) shall be construed as being references to that Act as applied under the *Limited Liability Partnerships Act 2000* subordinate legislation.

49 Termination on Default

49.1 The Authority may terminate any Agreement (or any number of Agreements) with immediate effect by notice if the Contractor commits a Default and:

(a) the Contractor has not remedied the Default to the satisfaction of the Authority within 25 Working Days or such other period as may be specified by the Authority, after issue of a notice specifying the Default and requesting it to be remedied;

(b) the Default is not, in the opinion of the Authority, capable of remedy; or

(c) the Default is a Material Breach.

49.2 If, through any Default of the Contractor, data transmitted or processed in connection with the Agreement is either lost or sufficiently degraded as to be unusable, the Contractor shall be liable for the cost of reconstitution of that data and shall reimburse the Authority in respect of any charge levied for its transmission and any other costs charged in connection with such Default.

49.3 If the Authority fails to pay the Contractor undisputed sums of money when due, the Contractor shall give notice to the Authority of its failure to pay. If the Authority fails to pay such undisputed sums within 90 Working Days of the date of such notice, the Contractor may terminate the Agreement in relation to which such failure to pay relates by serving notice in writing with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Authority exercising its rights under clause 19.1 (Recovery of Sums Due) or to a Force Majeure Event.

50 Termination on Notice

The Authority may terminate an Agreement at any time by giving 30 days' notice to the Contractor.

51 Other Termination Grounds

51.1 The Authority may terminate an Agreement on written notice to the Contractor if:

(a) the Agreement has been subject to a substantial modification which requires a new procurement procedure pursuant to regulation 72(9) of the Regulations;

(b) the Contractor was, at the time the Framework Agreement was awarded, in one of the situations specified in regulation 57(1) of the Regulations, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure which resulted in its award of the Agreement;

(c) the Contractor has not, in performing the Services, complied with its legal obligations in respect of environmental, social or labour law; or

(d) the Contractor is in material breach of another agreement with the Authority including, without limitation, another Call-Off Contract.

52 Consequences of Expiry or Termination

52.1 If the Authority terminates an Agreement under clauses 49 or 51 and makes other arrangements for the supply of the Services the Authority may recover from the Contractor the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Authority throughout the remainder of the Agreement Period.

52.2 If an Agreement is terminated under clauses 49 or 51 the Authority shall make no further payments to the Contractor (for Services supplied by the Contractor prior to termination and in accordance with the Agreement but where the payment has yet to be made by the Authority), until the Authority has established the final cost of making the other arrangements envisaged under this clause.

52.3 If the Authority terminates an Agreement under clause 50 the Authority shall make no further payments to the Contractor except for Services supplied by the Contractor prior to termination and in accordance with the Agreement but where the payment has yet to be made by the Authority.

52.4 Save as otherwise expressly provided in the Agreement:

(a) termination or expiry of the Agreement shall be without prejudice to any rights, remedies or obligations accrued under the Agreement prior to termination or expiration and nothing in the Agreement shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and

(b) termination of the Agreement shall not affect the continuing rights, remedies or obligations of the Authority or the Contractor under clauses 18 (Payment and VAT), 19 (Recovery of Sums Due), 20 (Prevention of Fraud and Bribery), 26 (Data Protection), 27 (*Official Secrets Acts 1911 to 1989,* Section 182 of the *Finance Act 1989*, *the Terrorism Act 2000, the Anti-Terrorism Crime and Security Act 2001, the Prevention of Terrorism Act 2005 and the Terrorism Act 2006*), 28 (Confidential Information), 29 (Freedom of Information), 32 (Intellectual Property Rights), 33 (Audit), 42 (Remedies Cumulative), 45 (Liability, Indemnity and Insurance), 52 (Consequences of Expiry or Termination), 54 (Recovery upon Termination) and 59 (Governing Law and Jurisdiction).

52.5 Each Call-Off Contract is a separate contract from the Framework Agreement and survives the termination of the Framework Agreement

53 Disruption

53.1 The Contractor shall take reasonable care to ensure that in the performance of its obligations under the Agreement it does not disrupt the operations of the Authority, its employees or any other contractor employed by the Authority.

53.2 The Contractor shall immediately inform the Authority of any actual or potential industrial action, whether such action be by its own employees or others, which affects or might affect its ability at any time to perform its obligations under the Agreement.

53.3 If there is industrial action by the Staff, the Contractor shall seek Approval to its proposals to continue to perform its obligations under the Agreement.

53.4 If the Contractor’s proposals referred to in clause 53.3 are considered insufficient or unacceptable by the Authority acting reasonably, then the Agreement may be terminated with immediate effect by the Authority by notice.

53.5 If the Contractor is unable to deliver the Services owing to disruption of the Authority's normal business, the Contractor may request a reasonable allowance of time, and, in addition, the Authority will reimburse any additional expense reasonably incurred by the Contractor as a direct result of such disruption.

54 Recovery upon Termination

54.1 On termination of the Agreement for any reason, the Contractor shall at its cost:

(a) immediately return to the Authority all Confidential Information, Personal Data and IP Materials in its possession or in the possession or under the control of any permitted suppliers or Sub-Contractors, which was obtained or produced in the course of providing the Services;

(b) immediately deliver to the Authority all Property (including materials, documents, information and access keys) provided to the Contractor in good working order;

(c) immediately vacate any Authority Premises occupied by the Contractor;

(d) assist and co-operate with the Authority to ensure an orderly transition of the provision of the Services to the Replacement Contractor and/or the completion of any work in progress; and

(e) promptly provide all information concerning the provision of the Services which may reasonably be requested by the Authority for the purposes of adequately understanding the manner in which the Services have been provided and/or for the purpose of allowing the Authority and/or the Replacement Contractor to conduct due diligence.

54.2 If the Contractor does not comply with clauses 54.1(a) and 54.1(b), the Authority may recover possession thereof and the Contractor grants a licence to the Authority or its appointed agents to enter (for the purposes of such recovery) any premises of the Contractor or its permitted suppliers or Sub-Contractors where any such items may be held.

55 Retendering and Handover

55.1 Within 21 days of being requested by the Authority, the Contractor shall provide, and thereafter keep updated, in a fully indexed and catalogued format, all the information necessary to enable the Authority to issue tender documents for the future provision of the Services.

55.2 The Authority shall take all necessary precautions to ensure that the information referred to in clause 55.1 is given only to potential providers who have qualified to tender for the future provision of the Services.

55.3 The Authority shall require that all potential providers treat the information in confidence; that they do not communicate it except to such persons within their organisation and to such extent as may be necessary for the purpose of preparing a response to an invitation to tender issued by the Authority; and that they shall not use it for any other purpose.

55.4 The Contractor shall indemnify the Authority against any claim made against the Authority at any time by any person in respect of any liability incurred by the Authority arising from any deficiency or inaccuracy in information which the Contractor is required to provide under clause 55.1.

55.5 The Contractor shall co-operate fully with the Authority during any handover at the end of the Agreement. This co-operation shall include allowing full access to, and providing copies of, all documents, reports, summaries and any other information necessary in order to achieve an effective transition without disruption to routine operational requirements.

55.6 Within 10 Working Days of being requested by the Authority, the Contractor shall transfer to the Authority, or any person designated by the Authority, free of charge, all computerised filing, recording, documentation, data, planning and drawing held on software and utilised in the provision of the Services. The transfer shall be made in a fully indexed and catalogued disk format, to operate on a proprietary software package identical to that used by the Authority.

56 Exit Management

56.1 Upon termination the Contractor shall render reasonable assistance to the Authority to the extent necessary to effect an orderly assumption by a Replacement Contractor in accordance with the procedure set out in clause 57.

57 Exit Procedures

57.1 Where the Authority requires a continuation of all or any of the Services on expiry or termination of this Agreement, either by performing them itself or by engaging a third party to perform them, the Contractor shall co-operate fully with the Authority and any such third party and shall take all reasonable steps to ensure the timely and effective transfer of the Services without disruption to routine operational requirements.

57.2 The following commercial approach shall apply to the transfer of the Services if the Contractor:

(a) does not have to use resources in addition to those normally used to deliver the Services prior to termination or expiry, there shall be no change to the Charges; or

(b) reasonably incurs additional costs, the Parties shall agree a Variation to the Charges based on the Contractor's rates either set out in Schedule 2 or forming the basis for the Charges.

57.3 When requested to do so by the Authority, the Contractor shall deliver to the Authority:

(a) details of all licences for software used in the provision of the Services and Deliverables including the software licence agreements;

(b) copies of all Authority Data and records relating to the Services and Deliverables in such format as the Authority may reasonably require; and

(c) an up to date log of all Intellectual Property Rights created in the delivery of the Services.

57.4 Within one Month of receiving the software licence information described above, the Authority shall notify the Contractor of the licences it wishes to be transferred, and the Contractor shall provide for the approval of the Authority a plan for licence transfer.

58 Knowledge Retention

58.1 The Contractor shall co-operate fully with the Authority in order to enable an efficient and detailed knowledge transfer from the Contractor to the Authority on the completion or earlier termination of the Agreement and in addition, to minimise any disruption to routine operational requirements. To facilitate this transfer, the Contractor shall provide the Authority free of charge with full access to its Staff, and in addition, copies of all documents, reports, summaries and any other information requested by the Authority. The Contractor shall comply with the Authority's request for information no later than 15 Working Days from the date that that request was made.

Disputes and Law

59 Governing Law and Jurisdiction

Subject to the provisions of clause 60 the Agreement, including any matters arising out of or in connection with it, shall be governed by and interpreted in accordance with English Law and shall be subject to the jurisdiction of the Courts of England and Wales. The submission to such jurisdiction shall not limit the right of the Authority to take proceedings against the Contractor in any other court of competent jurisdiction, and the taking of proceedings in any other court of competent jurisdiction shall not preclude the taking of proceedings in any other jurisdiction whether concurrently or not.

60 Dispute Resolution

60.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement within 20 Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the finance director of the Contractor and the commercial director of the Authority.

60.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

60.3 If the dispute cannot be resolved by the Parties pursuant to clause 60.1 either Party may refer it to mediation pursuant to the procedure set out in clause 60.5.

60.4 The obligations of the Parties under the Agreement shall not cease, or be suspended or delayed by the reference of a dispute to mediation (or arbitration) and the Contractor and the Staff shall comply fully with the requirements of the Agreement at all times.

60.5 The procedure for mediation and consequential provisions relating to mediation are as follows:

(a) a neutral adviser or mediator (the **Mediator**) shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator;

(b) the Parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations. If appropriate, the Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure;

(c) unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;

(d) if the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives;

(e) failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Agreement without the prior written consent of both Parties; and

(f) if the Parties fail to reach agreement within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts unless the dispute is referred to arbitration pursuant to the procedures set out in clause 60.6.

60.6 Subject to clause 60.2, the Parties shall not institute court proceedings until the procedures set out in clauses 60.1 and 60.3 have been completed save that:

(a) The Authority may at any time before court proceedings are commenced, serve a notice on the Contractor requiring the dispute to be referred to and resolved by arbitration in accordance with clause 60.7;

(b) if the Contractor intends to commence court proceedings, it shall serve notice on the Authority of its intentions and the Authority shall have 21 days following receipt of such notice to serve a reply on the Contractor requiring the dispute to be referred to and resolved by arbitration in accordance with clause 60.7; and

(c) the Contractor may request by notice to the Authority that any dispute be referred and resolved by arbitration in accordance with clause 60.7, to which the Authority may consent as it sees fit.

60.7 If any arbitration proceedings are commenced pursuant to clause 60.6,

(a) the arbitration shall be governed by the provisions of the *Arbitration Act 1996* and the Authority shall give a notice of arbitration to the Contractor (the **Arbitration Notice**) stating:

(i) that the dispute is referred to arbitration; and

(ii) providing details of the issues to be resolved;

(b) the London Court of International Arbitration (**LCIA**) procedural rules in force at the date that the dispute was referred to arbitration in accordance with I2.7(b) shall be applied and are deemed to be incorporated by reference to the Agreement and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;

(c) the tribunal shall consist of a sole arbitrator to be agreed by the Parties;

(d) if the Parties fail to agree the appointment of the arbitrator within 10 days of the Arbitration Notice being issued by the Authority under clause 60.7(a) or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;

(e) the arbitration proceedings shall take place in London and in the English language; and

(f) the arbitration proceedings shall be governed by, and interpreted in accordance with, English Law.

Schedule 1 Framework Specification

NUCLEAR ENERGY REGULATORY JUSTIFICATION SERVICES FRAMEWORK

APPENDIX 3 TECHNICAL SPECIFICATION

EXPERT TECHNICAL ADVICE TO SUPPORT NUCLEAR ENERGY REGULATORY JUSTIFICATION

INTRODUCTION

1. The Authority has an agreement with the Department for Energy Security and Net Zero (DESNZ) to fulfil specific elements of the Justification process, as Justifying Authority for new nuclear energy technologies. These functions are described in the Justification of Practices Involving Ionising Radiation Regulations 2004 (1769/2004), as amended by Regulation 430/2018 and Regulation 215/2019. Justification is a mandatory process which requires a positive decision before any new nuclear energy technology can be adopted in the UK. Guidance on the application and administration of the regulations was last updated in March 2023.

2. The Authority has a Nuclear Justification Team (NJ Team) to provide advice to enable the Secretary of State for the Environment, Food and Rural Affairs (SoS) to fulfil the function of Justifying Authority. The NJ Team's role is to advise the SoS so that the SoS may determine the class or type of practice (CTP) that pertains to any application it receives from the nuclear industry and to decide whether the CTP is Justified or not.

3. To make its recommendations to the SoS, the NJ Team will consult the devolved governments, who will make up the Justification Liaison Group (JLG) with the NJ Team, and liaise with a set of 8 statutory consultees[1] on the application; consult publicly (if agreed by the JLG) on the application and at a later stage on a draft Decision document which the NJ Team will prepare and refine into a final Decision document with reference to consultee responses; prepare a Statutory Instrument for a positive decision; and advise the SoS throughout the process to inform their decisions at various stages, including the final Justification decision.

4. The NJ Team requires external technical expertise to provide advice throughout the Justification process to supplement in-house resource. This requirement is for detailed technical input to support the NJ Team in fulfilling its role of assessing whether the individual or societal benefit resulting from a CTP outweighs the health detriment that it may cause. This involves an appraisal of the economic, social, environmental, health and safety, waste disposal and decommissioning benefits and detriments of the CTP.

5. There is an ongoing requirement to draw on a group of approved Framework Suppliers who have appropriate nuclear expertise to provide advice throughout the Justification process. The NJ Team will use the services and deliverables provided by Framework Suppliers to inform its recommendations to the SoS in respect of an appropriate CTP and whether it is Justified.

[1] Statutory Consultees: Environment Agency, Office for Nuclear Regulation, Food Standards Agency, Health and Safety Executive, Natural Resources Wales, Scottish Environmental Protections Agency, Northern Ireland Department for Agriculture, Environment and Rural Affairs, UK Health Security Agency

6. In February 2025, the government highlighted the UK nuclear sector's contribution to economic growth and that its significant expansion will play a key role in delivering the government's Clean Energy Superpower Mission. The Prime Minister is commissioning an independent taskforce which will look at the regulatory framework and relevant regulations and examine how to deliver nuclear faster and cost-effectively in support of growth and innovation while maintaining the UK's high standards of safety, security and non-proliferation. To improve the planning framework for nuclear infrastructure, a draft National Policy Statement (NPS) on nuclear energy infrastructure, called EN-7, has been laid before Parliament and a public consultation on it has been published. EN-7 sets out the policy for considering development consent applications for new nuclear fission infrastructure, including expanding the range of technologies covered to include Small Modular Reactors (SMRs) and Advanced Modular Reactors (AMRs) in addition to existing Gigawatt-scale reactors. To enable a full benefit and detriment appraisal, Framework Suppliers are required to have appropriate technical expertise to enable them to advise on new models/generations of nuclear energy facilities. Following a government announcement in January 2025 of a record £410 million investment to support the rapid development of the UK fusion energy sector, it is expected that fusion technologies will be included among the applications the NJ Team receives.

7. This document specifies the technical requirements for the Nuclear Energy Regulatory Justification Services Framework (the Framework) to provide expert technical advice to support nuclear energy Justification applications, commencing in August 2025 for an initial period of 60 months with an end date of August 2030.The Framework may be extended by the Authority for up to a further 18 months to January 2032 to enable the completion of work on applications awarded prior to August 2030.
8. The Framework will be managed by the NJ Team. Contact details will be confirmed with the successful Framework Suppliers at the commencement of the Framework.

EXPERT TECHNICAL ADVICE

Objectives

9. The objective of the Framework Agreement is to appoint up to twelve (12) Framework Suppliers with the capability to provide the following services:

   a. To undertake specific analyses and provide technical advice to inform Justification decisions on new nuclear energy technologies including:
      - preparing detailed and comprehensive written reports, to an agreed format and timeline, as required.
      - presenting, explaining and discussing report findings to/with the NJ Team, statutory consultees and other stakeholders as required.
      - other related analysis and technical advice as required.

   b. To provide ongoing technical support to the NJ Team including:
      - providing expert knowledge, advice and support to enable interpretation and understanding of technical aspects and implications of data and information relevant to the Justification assessment process.
      - providing advice on robustness of evidence, gaps in evidence and methods.

- providing access to expert bodies to provide supplementary evidence where needed.
- co-authoring draft and final Decision documents with the NJ Team.
- other related technical support as required.

Overview of Service Requirements

10. The NJ Team has an ongoing requirement to draw on a group of approved technical expert suppliers to support the Justification process, including new models/generations of nuclear fission and fusion energy facilities. Services will draw from the types of activities presented below and the specific services required for Work Packages will be described in a Task Order Form.

<u>Specific analyses and technical advice to inform Justification decisions on new nuclear energy</u>

11. This encompasses any specific written analyses requested by the Authority to inform the Regulatory Justification assessment process. Analyses, advice and recommendations will be detailed, thorough, objectively and logically argued and presented as self-contained written reports.

12. Examples of analyses that may be required include but are not limited to:

    a. Full and detailed analysis of benefits and detriments

    - Technical advice assessing all the benefits and detriments relevant to an application, presented in sufficient detail to underpin and enable robust and reliable advice to SoS and to fully inform the preparation of a draft Decision document. This will include economic and cost/benefit analyses of the technologies presented in the application. Framework Suppliers may find it beneficial to refer to the most recent final Decision document, published in 2014, for information.

    b. Analysis of benefits and detriments in relation to CTP definitions

    - Technical advice assessing the suitability of options for defining a CTP, based on technology and characteristics of nuclear energy designs presented in a Justification application and in the context of other nuclear technologies. This analysis would note commonalities with other designs and potential CTPs. For information only, a report of this nature with appropriate technical advice was prepared and published in 2008.

    c. Analysis of specific issues raised by consultation respondents

    - Technical advice in response to specific issues raised either in public consultations or from statutory consultees which relate, for example, to characteristics of the nuclear design, particular benefits and detriments, or classification of the CTP. For information only, a report of this nature with appropriate technical advice was prepared and published in 2010.

    d. Comparison and analysis of specific characteristics in an application

    - Technical advice to determine:

i). which characteristics of a design presented in an application have sufficient commonality with those in previous positive Justifications such that their re-assessment is not required; and
ii). how the design characteristics which do materially differ from previously considered designs impact the application's Justification assessment.

<u>Ongoing technical consultancy support for the NJ Team</u>

13. This requirement will provide regular and ongoing support to facilitate effective progress of the Justification process. Framework Suppliers will be required to work closely and collaboratively with the NJ Team and government-related stakeholders as required. When providing this support, Framework Suppliers will be required to engage in iterative, regular and prompt communication with the NJ Team to:

    a. Provide consultancy advice

    - Framework Suppliers will provide formal expert advice to the NJ Team on technical aspects relevant to the Justification assessment process, including but not limited to:
        - nuclear energy practice design characteristics presented in applications
        - benefits and detriments relevant to specific nuclear energy practices
        - comparative analysis of Classes or Types of Practice for nuclear energy
        - analysis of responses from experts
        - analysis of responses to public consultations
        - preparation of technical analysis reports commissioned by the government
        - advice on robustness of evidence, gaps in evidence
        - advice on organisations to approach to secure further specific expert evidence, analysis or opinion
        - lead/co-authoring detailed reports and Decision documents with nuclear stakeholders
        - provide support to the NJ Team when engaging with stakeholders as part of public or other consultations in order to provide guidance on technical issues.
        - other connected consultancy advice as becomes necessary to support a Justification application.

    b. Co-author Decision documents

    - The Framework Suppliers will co-author Decision documents (draft and final versions) with the NJ Team. These will set out SoS's reasoning for either justifying or not justifying specific classes and types of practice.

Nuclear energy generation is an evolving technological area and it is foreseeable that the nature and type of advice and support required by the Authority to assess Justification applications may change, for example due to changes in Legislation, government policy or other factors, with additional areas of technical advice or support being required from Framework Suppliers during the Framework term to support Justification applications.

Detailed service requirements

14. Benefits and detriments to be evaluated to support the NJ Team in fulfilling its role of assessing whether the individual or societal benefit resulting from a CTP outweighs the

health detriment that it may cause will be based on information and analyses through the process and include but are not limited to:

- Carbon reduction: including analysis of total emissions across the full life cycle and net contribution to UK's overall emissions; assessment of risk mitigation strategies; commentary on other pertinent benefits and detriments.
- Security of electricity supply and other economic effects: including analysis of benefits and detriments (including those associated with baseload plant and availability of fuel) and assessment of risk mitigation strategies.
- Radiological detriment to health: including dose impact (including on general public and plant workers) from nuclear energy under normal operation and accident / terrorism conditions; and from all stages of the nuclear installation lifecycle including, for example decommissioning, waste disposal and transport.
- Waste management and decommissioning: including nature, volume and disposal of radioactive waste and analysis of benefits, detriments, risks and mitigation strategies.
- Safety, security and safeguards: including assessment of nuclear, industrial and normal/accident safety, transportation of fuel and waste, nuclear installation shutdown issues and risk management strategies.
- Other environmental benefits and detriments: including impact on sea and river water, radiological effects on flora/fauna and wide non-radiological effects on people and the environment (including under normal and accident / terrorism conditions) and risk management strategies
- Other evaluation and or analysis that becomes necessary during the process.

15. Framework Suppliers will be expected to assess the benefits and detriments of a CTP with reference to the appraisal and evaluation criteria in line with government guidance set out in the Green Book. Particular attention should be made to guidance on sensitivity analysis covered in Chapter 5, on the valuation of costs and benefits covered in Chapter 6 and on the information on non-market valuation and unmonetisable values presented in Annex A1. The analysis of risks and uncertainty associated with the project should be emphasised.

16. When assessing environmental benefits and detriments, the Framework Supplier should set out the extent to which each of the 5 environmental principles is met by the CTP(s) applicable to the application. This is a new statutory requirement following the publication of the Environment Act 2021. The Framework Suppliers will be expected to follow the previous government guidance on assessing environmental impact.

17. The Framework Suppliers will also be expected to refer to the previous government's policy documents relative to assessing risks and benefits, including:
    - Environmental Improvement Plan 2023: Executive Summary
    - Supplementary Green Book guidance on Accounting for the effects of climate change
    - Net Zero Strategy: Build Back Greener
    - National Adaptation Programme
    - Biodiversity duty
    - Greening Government Commitments.

Personnel

18. Framework Suppliers shall provide suitably skilled and experienced personnel (including where relevant, consortium partners and or sub-contractor personnel) who are able to undertake the following tasks:
    - analyse detailed technical information relevant to the benefit and detriment themes and issues that are central to an application for Justification of nuclear energy technology.
    - draw on a wide and detailed range of knowledge of nuclear energy technologies to analyse the CTP(s) relevant to an application in the wider context of nuclear energy technology; compare the suitability of various CTP(s) in respect of the similarity of balance of benefits and detriments, as noted in paragraph 26 of the Justification guidance; and make appropriate recommendations.
    - analyse, objectively and in detail, responses from consultations in relation to a Justification application.
    - present analyses in the form of a clear written discussion that is appropriate for publication in a report, and which can be understood without due difficulty by a lay reader; and explain and respond to feedback from the NJ Team in order to agree final content.
    - partner effectively with the NJ Team to provide clear, ongoing consultancy advice.
    - co-author Decision documents, through regular and responsive communication and meetings with the NJ Team.

Service Levels

19. The Authority is required to provide a response to applications within an agreed timeframe, therefore Work Packages will include fixed deadlines by which Framework Suppliers must provide the services and deliverables. Deadlines will be agreed on a case by case basis for individual Work Packages between the Framework Supplier and the Authority Project Manager.

QUALITY ASSURANCE AND CONTROL

Company Quality Management Systems (QMS)

20. The Framework Supplier and consortium partners (if applicable) shall have and maintain an appropriate QMS for the duration of the Framework Period which will be used to assure the quality of the services and technical outputs provided through the Framework. As a minimum, the QMS must apply to the following areas of the services to be provided:
    - Document control processes and systems
    - Technical output quality assurance processes
    - Security and Data Protection processes and systems
    - Project management processes and systems.
    - Quality failure identification/rectification processes

- Management of subcontractors (if applicable)
- Conflict of Interest management protocols

21. Following Framework award, or at any time during the Framework term, a Framework Supplier's Quality Assurance manual shall be made available to the Authority on request.

22. Framework Suppliers are encouraged to hold a recognised Quality Assurance accreditation, for example ISO9001 or similar appropriate scheme, relevant to the services to be provided under the Framework. The Authority reserves the right to request evidence of certification and or audit reports relating to an accreditation(s) at any time during the Framework term.

Quality arrangements

23. The Authority reserves the right to review the relevant parts of a Framework Supplier's quality system, including audit reports, prior to the award of any future work and reserves the right to withdraw the award offer, if in the opinion of the Authority, a Framework Supplier fails to evidence appropriate quality control measures to ensure the quality of the services to be delivered.

24. The Authority reserves the right to request a quality plan before authorising a call-off award.
    The plan will identify which parts of a Framework Supplier's quality system will be used against the various parts of the work as specified. Any new quality documents produced to cover the Framework and or individual call-offs shall be provided to the Authority on request

25. A Framework Supplier is responsible for assuring the quality of services provided by sub-contractors and shall ensure subcontractors have the appropriate quality assurance/control systems in place. The Authority reserves the right to request further information on subcontractors' quality systems/processes prior to work commencing or at any time during the call-off delivery.

SECURITY CLEARANCES

26. Due to national security sensitivities around the services to be procured, Framework Suppliers, including Consortium Partners and sub-contractors, shall have and maintain a physical base in the UK or have a physical base in either a World Trade Organisation Agreement on Government Procurement (WTO GPA) Member party country (set out in Schedule 1A of the Regulations), or a Treaty country that the UK has an international free trade agreement with, for the duration of the Framework term.

27. All personnel undertaking work on the Framework, including staff employed by Consortium Partners or sub-contractors, should have National security vetting Security Check (SC) level of clearance . For more information, see UK Security Vetting guidance. At the Authority's direction, a Framework Supplier may be required to obtain a higher level of security clearance for personnel if a specific piece of work carries a higher security classification. Timescales and costs for obtaining additional security vetting will be agreed with the Authority if the need arises.

SUB-CONTRACTING

28. A Framework Supplier may sub-contract work to approved sub-contractors. The Authority requires full visibility of any sub-contractors undertaking work on a Work Package prior to any work commencing. The NJ Team reserves the right to refuse permission for such sub-contractors if it has reservations – however, permission shall not be unreasonably withheld. Should permission for a sub-contractor be refused, the Framework Supplier will be required to provide a suitable alternative sub-contractor to provide the services required within a timescale agreed with the Authority.

29. There is no restriction on the proportion of work that may be delivered by sub-contractors for individual Work Packages but the Framework Supplier must obtain the Authority's prior approval to the use of sub-contractors and provide such information as the Authority may reasonable required in relation to the scope of the elements of the services proposed to the sub-contracted. The Framework Supplier must have sufficient experience and expertise to quality assure and validate the work carried out by the sub-contractor.

30. Where sub-contractors are used, details of the sub-contractor's staff experience and qualification, quality assurance processes/controls, proposed methodology or other information must be provided to the NJ Team if requested. Services provided by sub-contractors must meet the relevant quality requirements of the Framework Agreement.

CONFIDENTIALITY

31. It is important that the Authority can gain access to and or make reference to any data used in application assessments during the Justification Process and post completion of the Justification Process. If the Framework Supplier uses data that is confidential and/or has restrictions on the purposes for which it can be used the Framework Supplier will be required to set up a secure data transfer system to allow the Authority to access the data if necessary. A Framework Supplier shall not use their own additional data sources unless they can provide the Authority with full and permanent access to the data as well as rights to reference these publicly.

32. In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the supply of the Services, the Contractor shall maintain adequate security arrangements that meet the requirements of the Government Security Policy Framework, professional standards and best practice.

CONFLICTS OF INTEREST

33. The Authority is aware that due to the specialised nature of the market, a degree of Conflict of Interest (CoI) will arise during the Framework term with some Framework Suppliers, directly and or within their supply chain. The Authority retains the right to exclude a Framework Supplier, a consortium partner or a proposed subcontractor, from being considered for individual work packages if, in the opinion of the Authority, an unacceptably high level of CoI will exist.

34. The level of CoI that exists for Framework Suppliers, including consortium partners if applicable, will be kept under review as part of the ongoing management of the Framework and during the Call Off Procedure on a case by case basis as Work Packages are commissioned.

Where the level of CoI is identified and considered by the Authority to be unacceptably high in accordance with the below classifications, a Framework Supplier may be excluded from the Framework.

Post Framework award, conflicts of interests will be considered on a case by case basis as Work Packages are commissioned.

Where lower levels of CoI arise, a Framework Supplier, consortium partners or subcontractor, may be considered subject to providing evidence that, in the opinion of the Authority, the necessary controls will be implemented to manage the CoI appropriately.

The table below sets out the types and levels of CoI that the Authority foresees may occur and how they will be considered by the Authority, but is not exhaustive:

Conflicts of Interest Matrix

Ranking	CoI Description	Consequence/Managing Action
HIGH	A Framework Supplier, consortium partner or subcontractor, is also a nuclear site operator. This scenario may mean it is not credible to preserve an impartial input from the Framework Supplier because of their competitive interest in the industry as an operator.	This may represent an unacceptable level of CoI, which is too high to be managed and may exclude a Framework Supplier from being considered for a specific Work Package and/or result in exclusion from the Framework.
HIGH to MEDIUM	A Framework Supplier, consortium partner or subcontractor, that is owned by an entity that is also a nuclear site operator or owns a nuclear operator. This scenario may mean there are grounds for challenging the objectivity and impartiality of the Framework Supplier because of the influence the interest of the operator may exert.	This level of CoI has the potential to be managed using a formal agreement to establish effective internal separation and a fair and impartial process but may exclude a Framework Supplier from being considered for a specific Work Package.
MEDIUM	A Framework Supplier, consortium partner or subcontractor, that has entered into a contract with one or more applicants whose technology is included in the application in question.	This level of CoI has the potential to be managed using a formal agreement to establish effective internal separation and a fair and impartial process. Will require further discussion when considering eligibility for individual Work Packages and may result in a

		Framework Supplier being excluded for a specific Work Package.
MEDIUM to LOW	A Framework Supplier, consortium partner or subcontractor, whose main business is providing services to the nuclear industry.	This level of CoI has the potential to be managed using a formal agreement to establish effective internal separation and a fair and impartial process. Will require further discussion when considering eligibility for individual Work Packages and may result in a Framework Supplier being excluded for a specific Work Package.
LOW	A Framework Supplier, consortium partner or subcontractor, that currently provides some services to some parts of the nuclear industry.	This level of CoI has the potential to be readily managed using a formal agreement to establish effective internal separation and a fair and impartial process. Will require further discussion when considering eligibility for individual Work Packages and may result in a Framework Supplier being excluded for a specific Work Package.
LOW to NONE	A Framework Supplier, consortium partner of subcontractor, that provides a limited/occasional service to some parts of the nuclear industry or has no involvement with the industry.	CoI management issues unlikely. Will be reviewed when considering eligibility for Work Packages.

35. Throughout the period of the Framework, the Framework Supplier shall continuously monitor the CoI related to the work they, consortium partners or subcontractors are being asked to undertake. The Authority must be notified immediately if a potential CoI arises, and the NJ Team will assess whether the work is considered an undue CoI.

36. Where, in the opinion of the Authority, a CoI arises with ongoing work the Framework Supplier is undertaking under the Framework that cannot be effectively managed, the Authority reserves the right to terminate the Task Order and assign the remaining work to another Framework Supplier that has no CoI or a manageable CoI.

37. Where a permanent unacceptable level of CoI arises, for example if a Framework Supplier changes ownership and becomes part of an entity that is a nuclear site operator, the Authority reserves the right to exclude the Framework Supplier from undertaking further work under the Framework and/or terminate their Contract.

CONTRACT MANAGEMENT, PERFORMANCE AND KEY PERFORMANCE INDICATORS (KPI)

38. A Framework Supplier shall provide a dedicated, named framework Contract Manager for the duration of the Framework, who will be responsible for the management of the Framework and the delivery of work subsequently called off under the Framework. Their contact details will be confirmed prior to entering into the Framework Agreement.

39. A Framework Supplier shall provide a dedicated, named Project Manager for each Work Package they are allocated, for the duration of the project, who will be responsible for the delivery of the project. Their details will be confirmed with the relevant Framework Supplier on the award of the call-off contract.

40. A Framework Supplier's performance against the Framework and individual call-offs awarded to it will be monitored by the Authority's Contract Managers and the Framework Supplier's nominated manager. The KPIs and how they will be applied and measured are set out in Clause 6 of the Framework Agreement.

SUSTAINABILITY,SOCIAL VALUE, EQUALITY, DIVERSITY AND INCLUSION (EDI) AND MODERN SLAVERY.

41. Defra group protects and improves the environment and is committed to reducing the sustainability impacts of its activities directly and through its supply chains. The Framework Suppliers must share this commitment and adopt a sound, proactive sustainable approach in keeping with the 25-year environmental plan, the Authority's legal commitments, and indicators of the internationally recognised Sustainable Development Goals. This includes understanding and reducing direct and indirect sustainability impacts and realising opportunities, including but not restricted to: resilience to climate change, reducing greenhouse gas emissions, water use and quality, biosecurity, resource efficiency and waste, reducing the risk of pollution, biodiversity, modern slavery and equality, diversity & inclusion, and negative community impacts.

As a delivery partner, a Framework Supplier will be expected to pursue a similar approach to sustainability objectives in their operations and the delivery of the services for the Framework, thereby ensuring the Authority is not contracting with a supplier whose operational outputs run contrary to the Authority's objectives.

42. Framework Suppliers are required to consider social value in their operations and their supply chains, including identifying any opportunities that arise to deliver social value goals or objectives, in the delivery of Services under the Framework.

43. Framework Suppliers, (including consortium partners) and their sub-contractors are required to hold and apply suitable Equality, Diversity and Inclusion (EDI) policy and Modern Slavery policies for the duration of the Framework Period.

44. The Authority reserves the right to request further evidence of policies and their application to the Services provided through the Framework from Framework Suppliers at any time during the Framework Period.

HEALTH, SAFETY AND WELLBEING

45. Framework Suppliers are required to hold and apply suitable policies and procedures to manage the health, safety and wellbeing of their staff delivering services for the Framework and shall procure that their consortium partners and sub-contractors do likewise. The Authority reserves the right to request further evidence of policies and or processes and their application to the Services provided through the Framework at any time during Framework Period.

INTELLECTUAL PROPERTY RIGHTS (IPR)

46. 48. A Task Order Form shall set out the Background Intellectual Property to be licenced to the respective parties at the commencement of all new Work Packages The Framework Supplier shall be required to keep a register of any new IPR created during the call-off term. It is the Framework Supplier's responsibility to maintain and update the register during the call-off term and ensure all IPR is recorded correctly at the end of the project.

GDPR

47. A Framework Supplier shall assess risks which may arise under individual projects in relation to the Data Protection Legislation with the Authority on a case-by-case basis. A Data Protection Processing Schedule (Annex 1: Data Processing) will be completed for all Task Order Forms outlining any Personal Data that will be processed by the Framework Supplier acting as a Processor. Changes required to information set out in the Data Protection Processing Schedule following execution of a Task Order Form must be promptly notified to the Authority when they occur and updated as required.

PUBLICITY

48. A Framework Supplier is not permitted to undertake any publicity in relation to the Framework or individual call-offs without the express prior permission of the Authority in writing. The Framework Supplier shall procure that no consortium partner or subcontractor or any other connected party shall do likewise. Any unauthorised publicity may result in the suspension or removal of the Framework Supplier from the Framework and may result in termination of any call-off contract.

49. A Framework Supplier may apply their corporate branding to reports, presentations or other materials with the prior written permission of the Authority, if in the Authority's opinion, it is appropriate. The Authority reserves the right to refuse permission. However, permission will not be unreasonably withheld. All materials produced will remain the

property of the Authority. The Framework Supplier shall agree to the unfettered use and publication of the materials by the Authority and shall not seek to apply any restrictions on use flowing from the branding or otherwise.

ANNEX 1

GENERAL FRAMEWORK ARRANGEMENTS

PROGRESS REPORTING

Report Production

1. The Framework Supplier shall provide the Authority with electronic copies of all interim, draft and final reports. The frequency and format of the reports will be agreed with the Framework Supplier for individual work packages as they are developed.
2. All reports will remain the property of the Authority. The Framework Supplier may be permitted to include their corporate branding on the report at the Authority's discretion and with prior authorisation in writing. Any agreement for branding to be applied to reports must permit unfettered use and publication of the report by the Authority and shall not contain any restrictions flowing from the branding.
3. The Authority may refer to a Framework Supplier as "Secretary of State's advisers" or "independent advisers", or such similar title agreed with a Framework Supplier, when referring to advice received as part of or related to a justification application assessment, for example in the Decision Document.

Approval and Publication Processes

4. Final draft, quality checked versions of reports, signed off by the author and the Framework Supplier's member of staff authorised to review and approve the report, are to be sent by the Framework Supplier to the NJ Team. The NJ Team will review the reports and comments or corrections will be returned to the Framework Supplier to be actioned. Corrected versions of the report must be produced within 1 week of receiving requests for changes, unless otherwise agreed by the NJ Team. For more complex work packages, regular electronic draft interim reports may be requested before final approval. Secure electronic signatures can be used to improve the efficiency of sign-off. Notwithstanding any sign-off of a report, the Authority can still rely on the professional advice provided.
5. The Framework Supplier may be required to publish reports at the Authority's request. No publications will take place without the Authority's prior agreement in writing.

INVOICING

Procedure for Invoicing

6. A purchase order will be issued by the NJ Team at the commencement of each Work Package called off under the Framework. The correct purchase order number must be quoted on all invoices, otherwise they will be rejected.

7. All invoices relating to this framework should be submitted by email to: APinvoices-DEF-U@gov.sscl.com

   Supporting documentation (i.e. an Advice Note) giving a breakdown of the amount being claimed on each invoice should be submitted to the NJ Team for authorisation prior to any invoice being submitted.

8. The Task Order Form Schedule 3 of the Framework Agreement will agree the payment schedule at the outset of the project.

Payment Terms

9. Defra shall pay each invoice within 30 days of receipt of a valid invoice as detailed in the Framework Agreement.

Overpayment

10. In the event of overpayment for any reason, such over payment shall be recoverable by the Authority from a Framework Supplier. Credit notes of similar format to the invoices will be issued in respect of any such overpayments where this is appropriate for ongoing projects. Should the overpayment arise on or after completion of a project where the Authority is unable to process a credit note, the Framework Supplier shall provide a cash refund to the Authority.

LEGAL ASPECTS OF WORK PROGRAMME

Data protection

11. Personal data processed by a Framework Supplier in the provision of the Services shall be processed in compliance with Data Protection Legislation and the Data Protection Provisions in Schedule 7 of the Framework Agreement.

Freedom of Information Act (FOIA) and Environmental Information Regulations (EIR)

12. In accordance with the obligations placed on public Authority's by the FOIA and the EIR, which provide a public right of access to information held by public bodies, the Authority may be required to disclose information submitted to it by a Framework Supplier relating to the award of work under the Framework.

13. The Framework Supplier shall identify in the Task Order Form any information it considers to be Commercially Sensitive. The Authority will endeavour to maintain the confidentiality of that information, and will, where practicable, consult with the Framework Supplier before information relating to that the is disclosed pursuant to a request for information under FOIA and/or EIR to establish whether an exemption from disclosure may apply.

INSURANCE

14. The Authority requires each Framework Supplier (and consortium partners if applicable) to hold the specified level of insurance set out in the draft Framework Order Form for the Agreement Period.

15. The required Limit of Liability for individual Work Packages will be set out the Task Order Form by the Authority's project Manager.

Schedule 2 Framework Rates and Call Off Charges

1 The Schedule of Rates

1.1 The Schedule of Rates:

(a) will be used as the basis for the Charges (and are maximums that the Contractor may charge) under each Call-Off Contract; and

(b) cannot be increased except as in accordance with this Schedule.

1.2 The Charges:

(a) shall be calculated in accordance with the terms of the Call-Off Contract;

(b) cannot be increased except as specifically permitted in a Call-Off Contract,; and

(c) shall not be impacted by any change to the Schedule of Rates unless the Contractor reduces its Schedule of Rates, in which case the Contractor shall use such reduced Schedule of Rates to calculate the Charges.

1.3 Any variation to the Charges payable under a Call-Off Contract must be agreed between the Contractor and the Authority and implemented in accordance with clause 40 (Variation).

1.4 Except as expressly set out in paragraph 5 below, or otherwise stated in a Call-Off Contract the Schedule of Rates shall include all costs and expenses relating to the provision of Services and Deliverables. No further amounts shall be payable in respect of matters such as:

(a) incidental expenses such as travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs, network or data interchange costs or other telecommunications charges; or

(b) costs incurred prior to the commencement of any Call-Off Contract.

2 Pricing mechanisms

2.1 The following pricing mechanisms (either solely or in conjunction with one another) shall be available for use in calculation of Charges in Call-Off Contracts:

(a) “time and materials” means an input-based pricing mechanism whereby the Charges are calculated by reference to time spent by the Contractor’s employees and Sub-contractors undertaking the agreed work specified in the relevant Call-Off Contract multiplied by the applicable rates in the Schedule of Rates set out at Annex 1 to this Schedule; and

(b) “fixed fees” an outcome-based pricing mechanism which means an all-inclusive, total price for delivery against an outcome that cannot be exceeded for the Call-Off Contract Period. The Authority is not liable for any cost increases in the Charges should a risk occur, or an assumption prove to be unfounded. The Contractor is responsible for accounting for any costs that determine a fixed fee price, including, but not limited to any overheads, administration, depreciation, indexation, travel, subsistence, profit, risk but this is exclusive of VAT.

3 Milestone Payments

3.1 Payments in respect of Deliverables shall only be due where the relevant Deliverables, which are subject to acceptance, have been Accepted in accordance with clause 11.5.

3.2 Where the Contractor utilises a fixed fee payment mechanism in respect of Deliverables to which the milestone payments relate, the Contractor shall not be entitled to invoice the Authority for any additional Charges relating to any Deliverables.

3.3 In accordance with clause 11.3, the Supplier shall pay a Delay Payment to the Authority in respect of that Deliverable. Delay Payments shall accrue at the rate specified in the relevant Call-Off Contract.

3.4 If the Delay Payment Cap is reached in respect of a Deliverable and no Valid Invoice is issued by the Contractor within 20 Working Days, then the Contractor shall within 30 Working Days of the Delay Payment Cap being reached:

(a) issue a statement of account to the Authority in respect of the total amount of the accrued Delay Payments;

(b) pay to the Authority as a debt a sum equal to the total amount of accrued Delay Payments which have not at that time been deducted from an invoice together with interest on such amount at the applicable rate under the *Late Payment of Commercial Debts (Interest) Act 1998*, accruing on a daily basis from expiry of the Delay Period Limit up to (but excluding) the date of actual payment, whether before or after judgment; and

(c) be in grounds for termination in accordance with clause 11.3.

4 Changes to the Schedule of Rates

4.1 The Schedule of Rates is fixed for the first Framework Year. For the following 4 Framework Years and, where applicable, each of the Framework Years in the Framework Optional Extension Period, the Contractor can, by sending a written request not later than 3 Months prior to each anniversary of the Framework Start Date, request to amend the Schedule of Rates set out in the Schedule of Rates by an amount not to exceed the lower of:

(a) the prevailing inflation rate set out in Office of National Statistics (ONS) Services Producer Price Inflation (SPPI) inflation (Table 3(i)); and

(b) 3% of the day rates in the immediately preceding Framework Year.

4.2 The Authority shall consider each request to amend the Schedule of Rates. The Authority may grant approval for an increase at its sole discretion and shall provide notification of its approval or rejection to the Contractor within 60 Working Days of the Authority having received the request to amend the Schedule of Rates from the Contractor.

4.3 Where the Authority approves an increase to the Schedule of Rates, then the revised Schedule of Rates will be effective from the first (1st) Working Day of the following anniversary of the Framework Start Date, or such later date as the Authority may determine at its sole discretion (as notified to the Contractor at the same time as the Authority provides its approval or rejection of the revised Schedule of Rates in accordance with paragraph 4.2 above).

4.4 The Contractor may at any time request to decrease the Schedule of Rates.

4.5 Any changes to the Schedule of Rates made pursuant to this paragraph shall not, unless the Parties agree otherwise in writing, apply retrospectively to Call-Off Contracts in existence at the date on which the CCN giving effect to the change to the Schedule of Rates is executed.

5 Expenses

5.1 Expenses shall only be recoverable where:

(a) agreed in advance by the Authority;

(b) incurred in accordance with the Travel and Subsistence Policy;

(c) the time and materials pricing mechanism is used;

(d) the relevant Call-Off Contract states that recovery is permitted; and

(e) are supported by Supporting Documentation.

Annex 1: Schedule of Rates

1. Core Roles (Key Staff)	All Rates inclusive of VAT	Official-Sensitive	
Category/Grade of Consultant	**Hourly Rate (£)**	**Day Rate (£)**	**Key Staff**
Director Level Consultant	[redacted]	[redacted]	Y
Senior/Principal Consultant			Y
Junior Consultant/Analyst			
Senior/Principal Technical Consultant/Engineer (Nuclear)	[redacted]	[redacted]	Y
Technical Consultant/Engineer (Nuclear)	[redacted]	[redacted]	
Senior/Principal Economist			Y
Economist			Y
Project Manager			Y
2. Additional Staff Roles			
Category/Grade of Staff	**Hourly Rate (£)**	**Day Rate (£)**	**Key Staff Y/N**
N/A			
3. Additional Costs			[redacted]
Description	**Rate/Unit (£)**	**Further comments**	
N/A			

Schedule 3 Call Off Procedure

Part 1: Order Procedure

1 How a Call-Off Contract is awarded

1.1 If Authority decides to source Services and Deliverables through the Framework Agreement then it will award its Services and Deliverables in accordance with the procedure in this Schedule and the requirements of the Regulations. For the purposes of this Schedule only, the Framework Supplier includes the Contractor.

1.2 If the Authority determines that:

(a) its Services Deliverables can be met as evidenced by: the Suppliers’ description of the Services and Deliverables as set out in Framework Schedule 1 (*Framework Specification*), Framework Schedule 2 (*Framework Rates and Call Off Charges*) and the Supplier's Capability Matrix;

(b) the value of any Call-off Contract for the provision of its Services and Deliverables will not exceed £250,000 (two hundred and fifty thousand Pounds); and

(c) all of the terms of the proposed Call-Off Contract are laid down in the Agreement and do not require amendment or any supplementary terms and conditions,

then the Authority may award a Call-Off Contract in accordance with the procedure set out in paragraph 2 below.

1.3 If a direct award is not available and:

(a) all of the terms of the proposed Call-Off Contract are not laid down in this Agreement such that the Authority needs to amend or refine the terms of the Agreement to reflect its required Services and Deliverables to the extent permitted by and in accordance with the Regulations;

(b) the Authority requires the Contractor to develop proposals or a solution in respect of such Services and Deliverables; and/or

(c) the anticipated value of the Call-off Contract is greater than £250,000 (two hundred and fifty thousand Pounds),

then the Authority may award a Call-Off Contract in accordance with the Further Competition Procedure set out in Paragraph 3 below.

2 How a direct award works

What the Authority has to do

2.1 Subject to paragraphs 1.2 and 1.3, the Authority awarding a Call-Off Contract under the Agreement without holding a further competition shall:

(a) develop a Task Order Form which shall include a clear Work Package Specification;

(b) use the Capability Matrix to rank those Framework Suppliers capable of meeting the Work Package Specification to provide the quality element of the direct award criteria and to screen for any Conflicts of Interest pursuant to Clause 8.2 (**Capable Suppliers**);

(c) use the Schedule of Rates to provide the price element of the direct award criteria for the Capable Suppliers in paragraph 2.1(b);

(d) apply the direct award criteria to the Capability Matrix outputs relating the Capable Suppliers' under paragraph 2.1(b) and the relevant prices set out in Schedule of Rates with regards to description of the Deliverables as set out in Framework Schedule 1 (*Framework Specification*), Framework Schedule 2 (*Framework Rates and Call Off Charges*) in order to establish which Capable Supplier provides the most economically advantageous solution (the **Successful Supplier**);

(e) consult the Successful Supplier to confirm that the Successful Supplier is:

(i) capable of meeting the Work Package Specification;

(ii) has the necessary resource available to provide the Services and Deliverables within the required timescales;

(iii) that there is no unacceptable Conflict of Interest; and

(iv) otherwise willing to provide the Services and Deliverables;

(f) review the Successful Supplier's draft of Part 2 of the Task Order Form which is to be provided in accordance with paragraph 2.4(a).

2.2 If the conditions set out in paragraph 2.1(e) are fulfilled, on the basis set out in paragraphs 1.2 and 2.1, the Authority may award the Call-Off Contract to the Successful Supplier in accordance with paragraph 4 below.

2.3 Where the Successful Supplier is unable to meet the conditions set out in paragraph 2.1(e) or the Authority cannot reach agreement on the draft Task Order Form (provided by the Successful Supplier in accordance with paragraph 2.4(a)) with the Successful Supplier, the Authority may then:

(a) contact the next ranking Successful Supplier, and continue to contact the next Successful Supplier until it finds a Successful Supplier:

(i) who can undertake and/or complete the Services;

(ii) provide a draft Task Order Form that is acceptable to the Authority; and

(iii) provide the Deliverables within the timeframe required by the Authority,

in order to award the Call-Off Contract to them;

(b) decide instead to undertake a Further Competition Procedure; or

(c) the Authority may cease and discontinue its Call-Off Procedure under the Framework Agreement.

What the Framework Supplier has to do

2.4 Where the Contractor has been designated as the Successful Supplier in accordance with paragraph 2.1 above, the Contractor shall, in response to the Authority's request pursuant to paragraph 2.1(e), provide to the Authority in writing, by the time and date specified by the Authority, confirmation that:

(a) the Contractor is capable of meeting the Work Package Specification and provide a completed draft of Part 2 of the Task Order Form for the Authority's review;

(b) the Contractor has the necessary resource available to provide the Services and Deliverables within the timescales required by the Authority;

(c) there is no Conflict of Interest in the Supplier's provision of the Deliverables, or, where such Conflict of Interest exists (or could reasonably be perceived to exist) provide relevant details to the Authority which are sufficient for the Authority to assess the Conflict of Interest; and

(d) the Contractor is willing to provide the Services and Deliverables.

2.5 The Framework Supplier shall ensure that any pricing proposal submitted as part of its completed draft of Part 2 of the Task Order Form (provided in accordance with paragraph 2.4(a)) in relation to a Direct Award Procedure held pursuant to this paragraph 2 shall:

(a) be calculated using the Schedule of Rates, provided that the Framework Supplier shall be entitled to reduce these rates in respect of any Task Order Form, for example where efficiencies are identified or to reflect a long-term Work Package.

(b) be in accordance with the Travel and Subsistence Policy;

(c) charge any third party services, that are not set out in the Schedule of Rates at a maximum of cost plus 10%;

(d) be calculated on the basis that rates will be fixed for the duration of the Work Package irrespective of any review process pursuant to this Agreement; and

(e) at all times be subject to paragraph 1.3(c) (save where paragraph 2.7 applies).

Exceptions

2.6 The Authority reserves the right to award a Call-Off Contract with a value in excess of £250,000 (two hundred and fifty thousand Pounds) without undertaking a Further Competition Procedure in the event that:

(a) there is an urgency to award a Call-Off Contract where there would be insufficient time to undergo the process set out in paragraph 3;

(b) the process in paragraph 3 would be unviable as competition between the Framework Suppliers is absent for reasons due to technical ability or quality, as demonstrated by the Capability Matrix; or

(c) the Work Package Specification pertains to a pre-existing Work Package, where the appointment of the Framework Supplier delivering that Work Package is necessary for continuity or technical reasons.

No Requirement to Award

2.7 Notwithstanding the fact that the Authority has followed the procedures as set out above in paragraphs 2.1 to 2.7 (inclusive) above, the Authority shall be entitled at all times to decline to make an award for the Deliverables and nothing in the Framework Agreement shall oblige the Authority to award any Call-Off Contract pursuant to this paragraph 2.

3 How a further competition works

What the Authority has to do

3.1 The Authority awarding a Call-Off Contract under the Framework Agreement through a Further Competition Procedure shall:

(a) develop a Task Order Form which shall include:

(i) a clear Work Package Specification setting out its requirements for the Services and Deliverables;

(ii) the relevant Further Competition award criteria;

(b) amend or refine the Services and Deliverables to reflect its requirements by using the Task Order Form and if applicable, the Agreement, only to the extent permitted by and in accordance with the requirements of the Regulations;

(c) identify those Framework Suppliers capable of meeting the Work Package Specification by using the Capability Matrix and screen for any Conflicts of Interest pursuant to Clause 8.2;

(d) publish the Work Package Specification and evaluation process to all Framework Suppliers identified in accordance with paragraph 3.1(c);

(e) invite tenders, in the form of Task Order Proposals as described in paragraph 3.2 below, from the Framework Suppliers identified in accordance with paragraph 3.1(c), by conducting a Further Competition Procedure for its Services and Deliverables in accordance with the Regulations, which may include the Authority requesting, for example, suppliers to provide hourly, day, weekly and/or monthly rates for specific roles and/or discounts, as part of their tenders;

(f) set a time limit for the receipt by the Authority of the tenders which takes into account factors such as the complexity of the subject matter of the proposed Call-Off Contract and the time needed to submit Task Order Proposals;

(g) apply the award criteria set out in Part 2 of this Schedule, as more particularly set out in the Task Order Form to the Framework Suppliers' compliant tenders submitted through the Further Competition Procedure and evaluate which Framework Supplier's tender represents the most economically advantageous tender as the basis of its decision to award a Call-Off Contract for its Services and Deliverables;

(h) on the basis set out above, award its Call-Off Contract to the successful Framework Supplier in accordance with paragraph 4. The Call-Off Contract shall:

(i) state the Services and Deliverables;

(ii) state the Task Order Proposal submitted by the successful Framework Supplier;

(iii) state the charges payable for the Services and Deliverables in accordance with the tender submitted by the Successful Supplier; and

(iv) incorporate the terms of the Task Order Form and Agreement (as may be amended or refined by the Authority in accordance with paragraph 3.1(b) above) applicable to the Services and Deliverables; and

(v) provide unsuccessful Framework Suppliers, where requested by such Framework Suppliers, with written feedback, including the reasons why their tenders were unsuccessful.

What the Framework Supplier has to do

3.2 Following an invitation to tender pursuant to paragraph 3.1(e) above, the Framework Supplier shall in writing, by the time and date by the time and date specified by the Authority provide the Authority with either:

(a) a statement to the effect that it does not wish to tender in relation to the Work Package; or

(b) the full details of its tender made in respect of the relevant Task Order Form, in accordance with the tender requirements set out in Part 3. In the event that the Framework Supplier submits such a tender, it should include, as a minimum:

(i) a proposal covering the Services and Deliverables which are the subject of the Work Package Specification;

(ii) CVs of key staff – as a minimum any lead consultant, with others, as considered appropriate along with required staff levels (if necessary) to the extent to which the CVs have not been provided by the Framework Supplier;

(iii) subject to paragraph 3.3, its Work Package Proposal in the form required by the draft Task Order Form for the provision of the Services and Deliverables; and

(iv) confirmation of any discounts applicable to the Services and Deliverables.

3.3 The Framework Supplier shall ensure that any pricing proposal submitted in relation to a Further Competition Procedure held pursuant to this paragraph 3 shall:

(a) be calculated using the Schedule of Rates, provided that the Framework Supplier shall be entitled to reduce these rates in respect of any Task Order Form, for example where efficiencies are identified or to reflect a long-term Work Package.

(b) be in accordance with the Travel and Subsistence Policy;

(c) charge any third party services, that are not set out in the Schedule of Rates, at a maximum of cost plus 10%; and

(d) be calculated on the basis that rates will be fixed for the duration of the Work Package irrespective of any review process pursuant to this Agreement.

3.4 The Framework Supplier agrees that:

(a) all tenders submitted by the Supplier in relation to a Further Competition Procedure held pursuant to this paragraph 3 shall remain open for acceptance by the Authority for 90 Working Days (or such other period specified in the invitation to tender issued by the Authority in accordance with the Call-Off Procedure); and

(b) all tenders submitted by the Framework Supplier are made and will be made in good faith and that the Framework Supplier has not fixed or adjusted and will not fix or adjust the price of the tender by or in accordance with any agreement or arrangement with any other person. The Framework Supplier certifies that it has not and undertakes that it will not:

(i) communicate to any person other than the person inviting these tenders the amount or approximate amount of the tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain quotations required for the preparation of the tender; and

(ii) enter into any arrangement or agreement with any other person that he or the other person(s) shall refrain from submitting a tender or as to the amount of any tenders to be submitted.

Expression of interests

3.5 Prior to conducting a Further Competition Procedure, the Authority may issue an expression of interest request (**EOIR**) to all Framework Suppliers (with or without prior reference to the Capability Matrix) to determine which Framework Suppliers are interested in participating in the anticipated Further Competition Procedure, the availability of Framework Supplier resource and capabilities, and to conduct early identification of any potential Conflicts of Interests.

3.6 Should a Supplier wish to provide the proposed Services and Deliverables, that Supplier shall in writing, by the time and date specified by the Authority in the EIOR, provide the Authority with a response confirming that Supplier's interest in providing the proposed Services and Deliverables, and any other information requested in the EIOR (**EIOR Response**). Only those Framework Suppliers which have provided an EIOR Response in the affirmative stating that they are interested in providing the Services and Deliverables shall be invited, and entitled, to tender under the Further Competition Procedure for the proposed Services and Deliverables.

3.7 The Framework Supplier agrees that:

(a) all EOIRs and EOIR Responses are non-binding and nothing contained in either shall be construed as being capable of acceptance; and

(b) the Authority shall, in its sole discretion, be entitled not to conduct a Further Competition Procedure in respect of the proposed Services and Deliverables.

3.8 Non-Participation and Supplier Misconduct

(a) Where a Contractor fails to:

(i) respond to an EOIR on 3 or more occasions (unless the Contractor can provide satisfactory justification to the Authority (e.g. CoI) as to the reason they are unable to participate); or

(ii) notify the Authority of their reasons for not participating or withdrawing from participating in any Further Competition Procedure, when asked to do so;

then the Authority may suspend the Contractor's ability to enter into any new Call-Off Contracts for a specified period. If this happens, the Contractor must still meet its obligations under any existing Call-Off Contracts that have already been signed.

(b) Where a Supplier:

(i) falsely responds to a Further Competitive Procedure, for example, by responding "yes" to a "must have" question or requirement that it cannot fulfil; or

(ii) tries to renegotiate the terms of the Call-Off Contract following award;

(hereafter "**Misconduct**") then:

(iii) the Authority may suspend (for any period) the Contractor's ability to enter into any new Call-Off Contracts during this period, and the Authority may exclude the Contractor from any Further Competition Procedures. If this happens, the Contractor must still meet its obligations under any existing Call-Off Contacts that have already been signed.

(iv) the Authority may terminate the Framework Agreement it has with the Contractor and may terminate any Call-Off Contract it has with the Contractor.

No requirement to award

3.9 Notwithstanding the fact that the Authority has followed a procedure as set out above in this paragraph 3 the Framework Supplier acknowledges and agrees that the Authority shall be entitled at all times to decline to make an award for its Services and Deliverables and that nothing in the Framework Agreement shall oblige the Authority to award any Call-Off Contract.

4 Awarding and creating a Call-Off Contract

4.1 Subject to paragraphs 1 to 3 above, a Authority may award a Call-Off Contract to the Supplier by sending (including electronically) a signed Task Order Form substantially in the form (as may be amended or refined in accordance with paragraph 3.1(b) above) of the Task Order Form Template set out in Schedule 10 (*Task Order Form Template & Response Form*) that has been completed and signed by the Successful Supplier as part of the Call-Off Procedure.

4.2 The Parties agree that any document or communication (including any document or communication in the apparent form of a Call-Off Contract) which is not as described in this paragraph 4 shall not constitute a Call-Off Contract under the Framework Agreement.

4.3 On receipt of the countersigned Task Order Form from the Authority, the Call-Off Contract shall be formed with effect from the Call-Off Start Date stated in the Task Order Form.

5 Capability Matrix

5.1 The Contractor will have the opportunity to update the content of the Capability Matrix bi-annually to ensure that the Capability Matrix accurately reflects any changes (either positive or negative) in their expertise or resources within the scope of the Framework that may occur during the Agreement Period. In addition, the Contractor may request to update the Capability Matrix between these times if a significant change in their expertise or resources occur within the scope of the Framework but acceptance prior to the next formal review period will be at the sole discretion of the Authority.

5.2 The Authority may request additional areas of technical expertise or experience from the Contractor to support the assessment of Applications if the need arises, which will be added to the Capability Matrix if the requirement is expected to repeat.

Part 2: Award Criteria

1 Direct Award Criteria

1.1 The following criteria and weightings shall apply to the evaluation for direct award of each Call-Off Contract:

(a) The Authority will review the proposal to confirm it is considered to be of acceptable technical quality to provide the Authority with confidence that deliverables can be met to the required time, quality and cost criteria

(b) Value for Money will be assessed using the weighted model format set out below using the rates provided in the Framework Supplier's Schedule of Rates for each category of consultant required.

(c) The grade/role Weightings will be adapted to reflect the requirements of the individual Work Package.

Category/Grade Weightings

Category/Grade of Consultant	**Weighting Points** *(example weightings)*
Director Level Consultant	*5*
Senior/Principal Consultant	*15*
Project Manager	*10*
Junior Consultant/Analyst	*5*
Technical Consultant/Engineer (Nuclear)	*10*
Senior/Principal Technical Consultant/Engineer (Nuclear)	*15*
Economist	*10*
Senior/Principal Economist	*15*
Total	***85***

1.2 Price scores for each category of consultant will be calculated based on the lowest day rate submitted by the Capable Suppliers. The Capable Supplier with the lowest day rate will be awarded the full amount of points available for that category of consultant, with the remaining Capable Suppliers gaining pro-rata scores in relation to how much higher their day rates are when compared to the lowest day rate. This process will be repeated to calculate scores for each category of consultant required for the Work Package.

1.3 The Authority reserves the right to re-assess value for money once a fully costed proposal is received from the Successful Supplier pursuant to paragraph 2.4(a) of Part 1 and may, at the Authority's discretion, decline to proceed with the award of a Call-off Contract if it considers the proposal does not provide value for money.

1.4 Further clarification may be required by the Authority before the final pricing proposal is accepted by the Authority.

2 Further Competition Award Criteria

2.1 The following technical criteria and weightings shall apply to the evaluation of tenders in a Further Competition Procedure. Weightings and minimum technical thresholds will be determined by the Authority in accordance with the individual requirements of each Call-Off Contract, but shall be within the ranges provided below.

2.2 Technical evaluation questions and criteria weightings (including sub-criteria) may differ for each Call-Off Contract, depending on the Work Package Specification, and shall be stated in the draft Task Order Form.

Technical Criteria	Weighting Range (min-max)
Conflict of Interest Statement (including mitigations if CoI identified). The Conflict of Interest Matrix (as set out in the Specification) will be used to assess the level of Conflict of Interest that exists for a Framework Supplier's and their proposed mitigation measures but may result in a Framework Supplier's proposal being excluded from the further competition process if deemed to be unacceptably high	Pass/Fail
Project Management (including Project Planning and Risk Management) (A minimum Technical Threshold of 20 or 50 will be applied to this criteria)	15-30
Methodology and Technical Approach (including Quality Assurance) (A minimum Technical Threshold of 50 will be applied to this criteria)	30-60
Project Team Structure (Staff Expertise and Experience) (A minimum Technical Threshold of 50 will be applied to this criteria)	30-60
Optional Criteria - only to be used by exception if specific work package risk/opportunities exist that require a detailed response/evaluation that cannot be included in the above core criteria.	If optional criteria are included the above weightings for the standard criteria will be adjusted accordingly to accommodate.
Quality Assurance (if not included in Methodology and Technical Approach criteria) *(A minimum Technical Threshold of 20 or 50 will be applied to this criteria)*	
Health and Safety (if not included in Methodology and Technical Approach or Project Management criteria)	

Technical Criteria	Weighting Range (min-max)
Sustainability and Social Value (project related not Justification application related) *(A minimum Technical Threshold of 20 or 50 will be applied to this criteria)*	
Other (to be used by exception if a specific technical requirement for a Work Package is required that cannot be included in any of the above criteria). *(A minimum Technical Threshold of 20 or 50 will be applied to the criteria)*	
Total *(criteria weightings must total 100)*	**100**

Evaluation Calculation Method

For both elements (being technical and price), providing the tenderer has met any mandatory criteria and minimum technical threshold, the total weighted scores are calculated as follows by using the weighting provided in the Task Order Form prepared by the Authority:

Technical (WT)

$$\left[\frac{\text{Bidder's Total Technical Score}}{\text{Highest Technical Score}} \text{ X } 100 = x\right] \text{ then } \left[\frac{x}{100} \text{ X [Weighting]}\right]$$

Commercial (WC)

$$\left[\frac{\text{Lowest Commercial Score}}{\text{Bidder's Total Commercial Score}} \text{ X } 100 = x\right] \text{ then } \left[\frac{x}{100} \text{ X [Weighting]}\right]$$

The Total Score (weighted) (TW) is then calculated by adding the Total Weighted Technical Score to the Total Weighted Commercial Score: **WT+ WC = TW**.

Schedule 4 Governance, performance monitoring and reporting

1 Framework Contract Management

1.1 Each Party shall appoint a Contract Manager who will be responsible for the management of the relationship.

1.2 The Authority's Contract Manager shall be responsible for the management of the Framework on behalf of the Authority.

1.3 The Supplier's Contract Manager's shall be:

(a) responsible for the management of the Framework on behalf of the Supplier;

(b) the primary point of contact to receive communication from the Authority and will also be the person primarily responsible for providing information to the Authority;

(c) able to delegate their position to another person at the Supplier but must inform the Authority before proceeding with the delegation and it will be delegated person's responsibility;

(d) able to cancel any delegation and recommence the position themselves; and

(e) replaced only after the Authority has received notification of the proposed change.

1.4 The Authority may provide revised instructions to the Supplier's Contract Manager's in regard to the Agreement and it will be the Supplier's Contract Manager's:

(a) responsibility to ensure the information is provided to the Supplier and the actions implemented.

(b) receipt of communication from the Supplier's Contract Manager's by the Authority does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

2 Project Management

2.1 The Supplier shall appoint a Project Manager in respect of each Work Package which is called off. The Project Manager shall have day to day responsibility for the delivery of the Services and Deliverables including managing the timely delivery of the Services and Deliverables.

2.2 In respect of a Work Package, its execution, scope and pricing, the authorised representatives of the NJ Team shall be the sole persons authorised to issue instructions to the Contractor on behalf of the Authority.

2.3 Requests from any Party, other than an authorised representative of the NJ Team, for changes, including changes to the scope, methodology, pricing or timescales, must be agreed in writing with the NJ Team pursuant to clause 40 (Variation) before implementing the change. Failure to do so may result in non-payment for that any part of the work which has not been approved.

2.4 The NJ Team is the single point of contact between the Authority and the Contractor. Contact with representatives of any other stakeholders relevant to the justification process, including other Authority staff, must be reported to the NJ Team without delay.

3 Communications

3.1 It is expected that communication methods will include but are not limited to: online (e.g. via MS Teams), email and telephone.

3.2 Documents produced in electronic format should be produced using the Microsoft (MS) Office suite of software. The mandatory requirements are for MS Word (word processing), MS Excel (spreadsheets) and MS PowerPoint (presentations).

3.3 All documentation and emails containing information related to applications must carry the appropriate Government Security Classification as determined by the Authority. Unless otherwise agreed, as a minimum the OFFICIAL-Sensitive classification should be used.

4 Stakeholder engagement

4.1 The Contractor may occasionally be required to have direct dealings with other government-related bodies involved in the Justification Process. These should be by prior agreement with the NJ Team and the Contractor is required to keep the NJ Team appraised at all times of discussions/issues arising.

5 Meetings

5.1 The table below sets out the meetings that the Contractor shall be required to attend meetings with the NJ Team and / or Contract Managers to discuss progress and other issues relating to the Framework and/or individual Call Off Contracts. These meetings will normally take place online (e.g. by MS Teams) or at the Authority's London based office. From time to time the Contractor may be required to attend meetings in other UK locations.

5.2 The Contractor shall take the minutes of all meetings and provide a draft version to the NJ Team for approval within two (2) weeks of the meeting.

5.3 The purpose listed below is non-exhaustive, the Authority will confirm and circulate the agenda for a meeting prior to the meeting.

Meeting	**Purpose**	**Attendees**	**Frequency**
Framework Level			
Kick Off	Initial engagement meeting to undertake a detailed review of the Specification, Call Off Order Process and KPIs. Further information may also be sought by the Authority on, for example, current resource/capacity of the Contractor's organisation, emerging conflicts of interest etc. to update contract management information.	Contract Managers	At commencement of the Framework
Management Meetings	Discuss the performance of the Framework, planned work pipelines, contractual, financial and quality assurance matters. A review of the contractors' Framework Supplier's performance against the agreed KPIs, feedback from Framework users and Contractors' teams will also be undertaken.	Contract Managers	At least annually on the anniversary of the Framework Start Date or at such other frequency as the Authority might determine having regard to the volume of work commissioned from the Contractor
Call Off Level			

Work planning meetings	For complex pieces of work meetings will be held as required either face to face or online to scope these out and to confirm the work specification and costs. Agree the cadence of progress meetings. Further information may also be sought on, for example, the resources of the Contractor's organisation, Conflicts of Interest and confidentiality matters.	Project Managers Technical Staff (Authority and Contractor	As required and indicated in the relevant Task Order Form
Progress meetings	To discuss current progress status, any technical issues contractual, financial and quality assurance matters arising from the Call Off Contract.	Project Managers	As set out in the relevant Task Order Form
Close-out meeting	Review: • the work undertaken on a Work Package and any outstanding issues; • the technical, safety and QA/QC issues/best practises and general performance will be undertaken with the aim of sharing learning between the Contractor] and the NJ Team.	Project Managers Contract Managers (optional)	Within 30 days following Acceptance of the final Deliverable under a Call Off Contract

6 Performance monitoring and reporting

6.1 The following KPIs will be used to monitor the Contractor's performance under the Framework Agreement. The Supplier's performance will be measured by the Contractor on a quarterly basis and the performance data aggregated and reported to the Authority on a 12-monthly basis (or such shorter period as the Parties may agree) and discussed at the Management Meeting. The KPIs will be measured at a Call-Off Contract level in the first instance and then aggregated across all Call-Off Contracts in the relevant period.

6.2 At least 10 days prior to a Management Meeting the Contractor shall send a report to the Authority outlining the Supplier's performance against the KPIs in the prior 12 Month period.

6.3 Where issues with performance or opportunities for improvement are identified, the Contractor will work with the Authority to rectify issues or implement improvements. The Authority may require the Contractor to develop a Correction Plan using the process set out in Clause 11.3.

6.4 If the Contractor receives an Amber rating for any 12 Month period, the Contractor shall procure that a senior representative attends a meeting with the Authority (on a date and time be agreed, both Parties acting reasonably) to discuss the steps which the Contractor will commit to take to improve the quality of its Deliverables.

6.5 If the Contractor receives a Red rating for any 12 Month period, the Contractor shall be deemed to have committed a Material Default.

<table>
<tr><th>KPI</th><th>Description</th><th>Measurement</th></tr>
<tr><td rowspan="4">Quality of Deliverables</td><td rowspan="3">Work Package Deliverables are delivered to the required quality first time, without the need for significant re-work following review of draft Deliverables by the Authority.

Re-work is completed within the stipulated timeframes and to the required quality standard.</td><td>Green: Deliverables are delivered to a good quality standard first time. No or minimal re-work required</td></tr>
<tr><td>Amber: Deliverables are delivered to a reasonable quality standard. Some re-work is required but is completed satisfactorily within agreed timeframes.</td></tr>
<tr><td>Red: Deliverables are delivered to a poor quality and significant re-work is required and or other interventions are required.</td></tr>
<tr><td colspan="2">Call Off Contracts will be measured on a quarterly basis to set the RAG status at individual level. Quarterly RAG ratings will be combined at Work Package Completion to set a final status.

Results will be combined to give an overall Framework RAG status annually.</td></tr>
</table>

Delivery Timeframes	Interim and final Deliverables are delivered within the required timeframes and are to the required quality.	98% of all Deliverables are Delivered on time within the relevant quarter and annually.
Cost Management	Work Packages are delivered within the initial cost estimate/ fixed cost provided.	98% of all Deliverables are Delivered within initial cost estimates/fixed cost annually.

Schedule 5 Variation

This form is to be used in order to change a contract in accordance with clause 40 (Variation)

Change Control Note		
This variation is between:	The Authority and [contractor name](“the Contractor”)	
Contract name or Task Order title:	[insert name of contract/Task Order to be changed] (“the Agreement”)	
Contract reference number:	[insert contract reference number]	
Parties' Authorised Representatives	For the Authority	For the Contractor
Details of Proposed Variation		
Variation initiated by:	[delete as applicable: Authority/Contractor	
Variation number:	[insert variation number]	
Date variation is raised:	[insert date]	
Proposed variation	[insert details]	
Reason for the variation:	[insert reason]	
An Impact Assessment shall be provided within (where requested by the Authority):	**[insert** number] days	
Impact of Variation		
Likely impact of the proposed variation (where requested by the Authority):	**[Contractor to insert assessment of impact]**	
Outcome of Variation		
Contract variation:	The Agreement detailed above is varied as follows: • [Defra to insert original Clauses or Paragraphs to be varied and the changed clause]	
Financial variation:	Original Contract Value:	£ **[insert** amount]
	Previous cost variation(s)	£ **[insert** amount]

	Additional cost due to variation:	£ **[insert** amount]
	New Contract value:	£ **[insert** amount]

Execution of this CCN is carried out in accordance with EU Directive 99/93 (Community framework for electronic signatures) and the Electronic Communications Act 2000. The Contract will be varied on the date on which both Parties communicate acceptance of the Variation on the Authority's electronic contract management system ("Atamis") by signing below via DocuSign process.

SIGNED for and on behalf of **the Authority**	**SIGNED** for and on behalf of **the Contractor**
Name:	Name:
Position:	Position:

1. This Variation must be agreed and signed by both Parties and shall only be effective from the date it is signed by the last Party to execute the CCN.

2. Words and expressions in this CCN shall have the meanings given to them in the Agreement.

3. The Agreement, including any previous CCN, shall remain effective and unaltered except as amended by this CCN.

Schedule 6 Commercially Sensitive Information

1 Without prejudice to the Authority's general obligation of confidentiality, the Parties acknowledge that the Authority may have to disclose Information in or relating to the Call-off Contract following a Request for Information pursuant to clause 29 (Freedom of Information) or otherwise in the circumstances set out in clause 28.7.

2 In this Schedule the Parties have sought to identify the Contractor's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be contrary to the public interest.

3 Where possible the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies.

4 Without prejudice to the Authority's obligation to disclose Information in accordance with the FOIA and the EIR, the Authority will, acting reasonably but in its sole discretion, seek to apply the commercial interests exemption set out in s.43 of the FOIA to the Information listed below.

<table>
<tr><td>Contract Ref:
Contractor:</td><td colspan="2">Contract Title: Nuclear Energy Regulatory Justification Services Framework
Call-off Contract:</td></tr>
<tr><td>Contractor's Commercially Sensitive Information</td><td>Date</td><td>Duration of Confidentiality</td></tr>
<tr><td>[Contractor to complete details]</td><td></td><td></td></tr>
<tr><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td></tr>
</table>

Schedule 7 Processing, Personal Data and Data Subjects

1 This Schedule shall be completed by the Authority, who may take account of the view of the Contractor, however the final decision as to the content of this Schedule shall be with the Authority at its absolute discretion.

2 The contact details of the Authority Data Protection Officer are set out in the Framework Award Form.

3 The contact details of the Contractor Data Protection Officer (or other responsible person) are set out in the Framework Award Form.

4 The Contractor shall comply with any further written instructions with respect to processing by the Authority.

5 Any such further instructions shall be incorporated into this Schedule.

Identity of the Controller and Processor	**The Parties are Independent Controllers of Personal Data** The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of: ● Business contact details of Staff for which the Contractor is the Controller, ● Business contact details of Authority personnel for which the Authority is the Controller,
Subject matter of the processing	The Agreement Period
Duration of the processing	The Agreement Period
Nature and purposes of the processing	Processing of Personal Data incidental to the operation of the Framework
Type of Personal Data	Name, business contact details (email, telephone number, address)
Categories of Data Subject	Staff of the Contractor and staff of the Authority
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The minimum period required for insurance/regulatory purposes.

Schedule 8 Non Disclosure Agreement

This **Non Disclosure Agreement** is made the **[insert day]** day of **[insert date]** (the **Commencement Date**)

Parties

(1) **[Insert full name of contractor]** of **[insert full address but if registered company please insert the following** - (registered in England and Wales under number **[insert company number]**) whose registered office is situated at **[ ]** (the **Contractor**);

(2) **[Insert name and address of the Staff member, professional advisor or consultant of the Contractor]** (the **Disclosee**).

(each a **Party** and together the **Parties**).

Background

A The Contractor has contracted with the Secretary of State for Environment, Food and Rural Affairs (the **Authority**) to provide services to the Authority in an agreement dated **[insert date]** (the **Agreement**).

B The Agreement places an obligation of confidentiality on the Contractor. The Disclosee is an [insert employee, professional advisor or consultant] of the Contractor engaged in the provision of services to the Authority in support of or in connection with the services to be provided by the Contractor under the Agreement.

C The Disclosee may therefore, have communicated to it, certain Confidential Information belonging to the Authority which is proprietary and must be held in confidence. Accordingly, the Agreement requires the Contractor to ensure that the Disclosee enters into a non-disclosure agreement with the Contractor on the terms set out herein.

D Any Confidential Information disclosed by the Authority or the Contractor to the Disclosee, whether contained in original or copy documents, will at all times remain the property of the Authority together with all notes, memoranda and materials that have been made as a result of access to such Confidential Information.

Agreed terms

7 Definitions and interpretation

7.1 In this Agreement:

Confidential Information means: any information which has been designated as confidential by the Authority in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) whether commercial, financial, technical or otherwise including (without limitation) information belonging to or in respect of the Authority which relates to research, development, trade secrets, formulae, processes, designs, specifications, the Authority data, internal management, information technology and infrastructure and requirements, price lists and lists of, and information about, customers and employees, all materials and information belonging to third parties in respect of which the Disclosee owes obligations of confidence; information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, intellectual property rights or know-how of the Authority and all personal data within the meaning of the General Data

Protection Regulation (Regulation (EU) 2016/679), whether or not that information is marked or designated as confidential or proprietary; whether arising prior to, on or after the Commencement Date;

Law means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the *Interpretation Act 1978*, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the *European Communities Act 1972*, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body of which the Contractor is bound to comply.

7.2 In construing this Agreement the general words introduced or followed by the word include(s) or including or in particular shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.

7.3 Unless the context requires otherwise, the singular shall include the plural and vice versa, and the masculine shall include the feminine and vice versa.

7.4 Reference to any legislative and statutory requirement or similar instrument shall be deemed to include reference to any subsequent amendment to them.

7.5 References to any person shall, as the context may require, be construed as a reference to any individual, firm, company, corporation, government department, agency, or any association or partnership (whether or not having a separate legal personality).

8 Confidentiality

8.1 The Disclosee undertakes to: keep confidential all Confidential Information and safeguard it accordingly; and that any Confidential Information supplied will not be used by it for any purpose other than in connection with the Contractor’s delivery of the services under the Agreement without the prior written permission of the Authority.

8.2 The Disclosee will take all necessary precautions to ensure that the Confidential Information is held in confidence and will provide proper and secure storage for all information and any papers, drawings or other materials which relate to or are compiled from such information.

8.3 The Disclosee shall, with respect to any Confidential Information it receives directly from or on behalf of the Authority or from the Contractor, comply, with all instructions and/or guidelines produced and supplied by or on behalf of the Authority from time to time for the handling and storage of Confidential Information, generally or for specific items.

8.4 The Disclosee will not disclose any Confidential Information or any part thereof to any third party.

8.5 Where the Disclosee is an employee, breach of the obligations set out herein in this Agreement shall be a cause of disciplinary proceedings, and the Contractor shall institute and enforce such disciplinary proceedings as against the Disclosee in relation to such breach.

8.6 Where the Disclosee is a professional advisor or consultant, breach of the obligation set out herein shall entitle the Contractor to terminate the contract of engagement with the Disclosee immediately, and the Contractor shall enforce such right of termination as against the Disclosee in relation to such breach.

8.7 All Confidential Information in tangible form received hereunder together with all copies thereof shall be destroyed or returned immediately to the Contractor or where so required by the Authority and notified to the Disclosee, to the Authority, upon request or upon completion of the task for the purposes of which such Confidential Information was released.

8.8 The Confidential Information will not be used by the Disclosee for any purpose or in any way other than under this Agreement.

8.9 The following circumstances shall not constitute a breach of the obligations of confidentiality contained in this Agreement:

(a) Disclosure of Confidential Information by the Disclosee when required to do so by Law or pursuant to the rules or any order having the force of Law of any court, of competent jurisdiction;

(b) Disclosure of Confidential Information by the Disclosee where and to the extent that the Confidential Information has, except as a result of breach of confidentiality, become publicly available or generally known to the public at the time of such disclosure;

(c) Disclosure of Confidential Information by the Disclosee where and to the extent that the Confidential Information is already lawfully in the possession of a recipient or lawfully known to it prior to such disclosure;

(d) Possession of Confidential Information by the Disclosee where it has been acquired from a third party who is not in breach of any obligation of confidence in providing that Confidential Information;

provided that, in no event shall information relating to the affairs of any identifiable person be disclosed or released from the obligations herein without the prior written consent of the Authority.

8.10 The Disclosee shall notify the Contractor and the Authority promptly of the date and circumstances of the loss or unauthorised disclosure, if any, of the Confidential Information or any part of the Confidential Information and in addition, the action being taken to rectify that loss or unauthorised disclosure.

8.11 The obligations contained in this Agreement shall continue until notified in writing by the Authority or the Confidential Information becomes public knowledge (other than by breach of the terms of this Agreement).

8.12 No licence of any intellectual property rights (including but not limited to patent rights, copyrights, trademarks and rights in proprietary information and/or know-how and whether registrable or unregistrable) is granted hereby, beyond that necessary to enable use of the Confidential Information for the purpose for which the Confidential Information was released.

8.13 Nothing in this Agreement shall be construed as compelling any of the Parties to disclose any Confidential Information or to enter into any further contractual relationship with any other party.

8.14 No representation or warranties are given regarding the accuracy, completeness or freedom from defects of the Confidential Information or with respect to infringement of any rights including intellectual property rights of others.

8.15 Without affecting any other rights or remedies that the other Parties may have, the Disclosee acknowledges and agrees that damages alone would not be an adequate remedy for any breach of any of the provisions of this Agreement.

9 General

9.1 No failure or delay by any Party to this Agreement in exercising any of its rights hereunder shall operate as a waiver of such rights, nor shall any single or partial exercise preclude any further exercise of such rights. Any waiver by a Party of any breach or non-compliance with any term of this Agreement shall not constitute a waiver of any subsequent breach of non-compliance with the same or any other term of this Agreement.

9.2 No Party may assign this Agreement or any of its rights and obligations hereunder without the prior written consent of the Authority.

9.3 Any notice under this Agreement shall be in writing and shall be delivered by post or e-mail to the address of the Party in question set out at the beginning of this Agreement or such other address (or e-mail address) as the Parties may notify one another from time to time.

9.4 No term of this Agreement shall be enforceable, by virtue of the *Contracts (Rights of Third Parties) Act 1999*, by any person who is not a party to this Agreement other than the Authority. The Parties shall only with the prior written consent of the Authority be entitled to vary any of the provisions of this Agreement without notifying or seeking the consent of any third party and the rights conferred by section 2 of the *Contracts (Rights of Third Parties) Act 1999* are excluded.

9.5 This Agreement shall be governed by and shall be interpreted in accordance with the laws of England.

9.6 The courts of England have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and accordingly that any proceedings, suit or action arising out of or in connection therewith shall be brought in such courts.

This Agreement has been entered into on the date first written above.

SIGNED by the authorised signatory for and on behalf of the Contractor:

____

SIGNED by the Disclosee:

____

Schedule 9 Security requirements

1 Interpretation and definition

For the purposes of this Schedule 9, unless the context otherwise requires the following provisions shall have the meanings given to them below:

Breach of Security means the occurrence of unauthorised access to or use of the Authority Premises, the Services, the Contractor System, or any ICT or data (including Authority Data) used by the Authority or the Contractor in connection with an Agreement.

Contractor Software means software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services and which is specified as such in a Task Order Form.

ICT means Information Communications Technology and includes a diverse set of technological tools and resources used to communicate, and to create, disseminate, store and manage information, including computers, the Internet, broadcasting technologies (radio and television), and telephony.

Protectively Marked shall have the meaning as set out in the Security Policy Framework.

Software means Specially Written Software, Contractor Software and Third Party Software.

Specially Written Software means any software created by the Contractor (or by a third party on behalf of the Contractor) specifically for the purposes of an Agreement.

Third Party Software means software which is proprietary to any third party which is or will be used by the Contractor for the purposes of providing the Services including the software and which is specified as such in a Task Order Form.

2 Introduction

This Schedule 9 covers:

2.1 principles of security for the Contractor System, derived from the Security Policy Framework, including without limitation principles of physical and information security;

2.2 wider aspects of security relating to the Services; and

2.3 Breaches of Security.

3 Principles of Security

3.1 The Contractor acknowledges that the Authority places great emphasis on confidentiality, integrity and availability of information and consequently on the security of the Authority Premises and the security for the Contractor System. The Contractor also acknowledges the confidentiality of Authority Data.

3.2 The Contractor shall be responsible for the security of the Contractor System and shall at all times provide a level of security which:

(a) is in accordance with Good Industry Practice and Law;

(b) complies with Security Policy Framework; and

(c) meets any specific security threats to the Contractor System.

3.3 Without limiting paragraph 3.2, the Contractor shall at all times ensure that the level of security employed in the provision of the Services is appropriate to maintain the following at acceptable risk levels (to be defined by the Authority):

(a) loss of integrity of Authority Data;

(b) loss of confidentiality of Authority Data;

(c) unauthorised access to, use of, or interference with Authority Data by any person or organisation;

(d) unauthorised access to network elements, buildings, the Authority Premises, and tools used by the Contractor in the provision of the Services;

(e) use of the Contractor System or Services by any third party in order to gain unauthorised access to any computer resource or Authority Data; and

(f) loss of availability of Authority Data due to any failure or compromise of the Services.

3.4 The Authority may require that the Contractor develops, implements and maintains a security management plan for a Call-Off Contract. Such security management plan shall set out the security measures to be implemented and maintained by the Contractor in relation to all aspects of the Services to be provided under the relevant Call-Off Contract and all processes associated with the delivery of the Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Services comply with:

(a) the provisions of this Schedule 9;

(b) the provisions of Schedule 1 relating to security;

(c) the data protection compliance guidance produced by the Authority;

(d) the minimum set of security measures and standards required where the system will be handling Protectively Marked or sensitive information, as determined by the Security Policy Framework;

(e) any other extant national information security requirements and guidance, as provided by the Authority’s IT security officers; and

(f) appropriate ICT standards for technical countermeasures which are included in the Contractor System.

4 Breach of Security

4.1 Either Party shall notify the other immediately upon becoming aware of any Breach of Security.

4.2 Upon becoming aware of any of the circumstances referred to in paragraph 4.1, the Contractor shall immediately take all reasonable steps necessary to:

(a) remedy such breach or protect the Contractor System against any such potential or attempted breach or threat; and

(b) prevent an equivalent breach in the future.

4.3 Such steps shall include any action or changes reasonably required by the Authority. If such action is taken in response to a breach that is determined by the Authority acting reasonably not to be covered by the obligations of the Agreement or under the Agreement, then the Contractor shall be entitled to refer the matter to the Variation procedure set out in Schedule 5.

4.4 The Contractor shall as soon as reasonably practicable provide to the Authority full details (using such reporting mechanism as may be specified by the Authority from time to time) of such actual, potential or attempted breach and of the steps taken in respect thereof.

Appendix 1 - Security Policy: Security Policy Framework

A copy of the Security Policy Framework may be found at:

https://www.gov.uk/government/publications/security-policy-framework

Schedule 10 Task Order Form & Response Form

Cxxxxx Nuclear Power Regulatory Justification Services Framework

TASK ORDER FORM AND CONFIRMATION OF INSTRUCTIONS

PART 1

WORK PACKAGE DETAILS, SPECIFICATION AND EVALUATION CRITERIA

To be completed by the Authority Project Manager

(Text in Red is for guidance and should be deleted prior issuing the form to Contractors)

Work Package title:

Internal ref:

Atamis project ref (if applicable):

Issue Date:

Name of Contracting Authority	**Department for Environment, Food and Rural Affairs (Defra)**		
Authority Project Manager:		**Authority Project Manager's phone number:**	
Authority Budget holder:		**Cost code:**	
Commercial Contact (if applicable):		**Authority Project Manager's email:**	
Call-Off Contract Commencement Date			

Call-Off Contract Expiry Date				
Security Classification (must be stated)	OFFICIAL (amend if higher classi as necessary)			
[For projects over with an expected value of over £250k, a mini competition is required with all Framework Suppliers invited to quote]	**Direct Award**		**Mini-comp**	
Clarification deadline: *(allow sufficient time for replying and for Contractors to assess reply by Proposal return deadline)*	Time: 00:00	Date:		
Proposal return date: ***(not less than 10 working days from issue date)***	Time: 00:00	Date:		
Proposal to be returned to:	Email (if within customer self-service threshold)			
	Atamis Portal			

Evaluation criteria ***Guidance Notes*** *For projects over £250k project managers need to prepare and complete an evaluation model ahead of receipt of tender proposals.* ***Please note default price and quality weightings are 50:50*** *but are flexible within the following range: Quality 70% - 30% and Price 30% - 70%. You may alter the quality sub-criteria weightings subject to varying the weighting being justified for specific projects and agreed with the Commercial Lead.*		
Contractors: Failure to meet the minimum Technical Threshold stated for any single Criteria will result in the bid being removed from the process with no further evaluation regardless of other quality or price scores.		
Price	**Weighting**	**50%**
Quality	**Weighting**	**50%**
Quality Sub-Criteria Weightings and information required from Contractors.		

Sub-criteria headings are agreed at framework level and should not be changed. ***The first three headings are mandatory for all proposals/evaluations and should not be removed.*** *The optional criteria may be used if there is a specific requirement for an individual project that requires a higher degree of scrutiny than can be achieved by including the information one of the mandatory criteria headings.*

Indicative sub-criteria weightings are provided and can be amended within the weighting range to reflect the importance of the criteria for of individual projects, for example 50:35:15. If any of the optional criteria are used, weightings for the three main headings must be reduced accordingly. Final weightings must total 100%.

It is advisable to set minimum Technical Thresholds *for individual criteria based on the importance of that criteria to the success of the overall project. The Technical Thresholds must be stated in the table – indicative minimum Technical Thresholds are included as a guide but can be amended as appropriate but must use the 0-100 scoring mechanism set out in the Framework Agreement.*

Criteria	**Summary of Information required in Contractor's reply (see Section 2 for detailed breakdown)**	**Weighting**
Conflict of Interest (CoI)	*The Contractor must confirm there is no CoI that would prevent them or any member of the proposed team or proposed sub-contractors undertaking the project. If a CoI does or could be perceived to exist, the CoI table set out in the Specification will be used to assess whether the Authority considers the CoI can be managed to an acceptable level.*	***Pass/Fail***
Methodology and Technical Approach *(minimum Technical Threshold of 50 will apply)*	*This criteria should ask the Contractor to set out in detail each element of their proposed approach and methodology to delivering the technical aspects of the Work Package, including quality assurance and any other factors for consideration (e.g. Health and Safety, Sustainability, Social Value etc).* .	***30-60%***
Project Team Structure (Staff Expertise, Qualifications and Experience) *(minimum Technical Threshold of 50 will apply)*	*The Contractor should be asked to provide details of the proposed project team and team structure that they intend to use to deliver this project, including any sub-contractors:* *The Contractor's experience of delivering projects of a similar nature.* *Corporate and individual accreditations (if required) relevant to the work to be completed. (Do not request information on standard ISO or similar industry accreditations unless there is a specific need, for example UKAS accreditation)* *Team structure including reporting structure* *Experience and qualifications of the Staff proposed to undertake the work* *Level of security vetting held by individual team members*	***30-60%***

	Table showing individual staff input to project by task/hours.	
Project Management (including project plan) *(minimum Technical Threshold of 20/50 will apply)*	*The Contractor should be asked set out their project management arrangements including day to day working for the project, management of sub-contractors, the proposed timetable for the project, risk log and mitigation actions and A Gantt chart presenting milestones, deliverables, timelines and inter-dependencies etc.*	*15-30%*
Optional criteria - include information to be returned and add weightings and minimum Technical Threshold if applicable, otherwise delete from the table.		
Health & Safety		***tba***
Sustainability Considerations (e.g. Travel management, reduction of carbon footprint, bio-security etc.)		***tba***
Social Value		***tba***
Quality Assurance		***tba***
Other		***tba***

1. Specification (Description of work required) *– include all relevant information the Contractor will need to develop their technical proposal and price their commercial Response.*

The following are examples of the type information to include:
• *Introduction and Background: Provide an overview of your requirements, including overview of project, Defra's role, key stakeholders, project objectives, links to Government Policy etc*
• *Scope and specification of services to be provided*
  o *Description of services required*
  o *Deliverables and outputs required*
  o *Compliance with Regulations, Industry standards etc*
  o *Timeframes and key milestone dates*
  o *Reporting Requirements*
  o *Quality Assurance*
  o *Key risks to be considered*
  o *Security clearance requirements and Security Classifications*
  o *Confidentiality requirements*
  o *Meetings – type and frequency*
  o *Health and Safety, Sustainability, Social Value requirements (only include if there is a specific project requirement over and above the standard framework requirements in these areas)*
• *Desired staff experience/qualifications, including any security vetting requirements*
• *Information to be provided by the Authority (data, reports, research papers etc)*

- *Any assumptions the Contractors should apply in their proposal, for example the number of stakeholder consultations to price for.*
- *Conflict of Interest information, for example additional information, within the confines of GDPR/Confidentiality etc, on the applicant Contractor's may need to be aware of when assessing CoI*
- *Any constraints on how the service can be provided, for example timing of availability of data, key dates/deadlines to be met.*
- *Any other relevant information*

2. Information to be returned by the Contractor

Set out the information you require from the Contractor under each quality criteria heading, including any specific points the Contractors should address in their reply. ***The following four mandatory criteria must be included for all requests for proposals.***

Conflict of Interest Statement. *Contractors must confirm that no CoI exists or where a CoI does or could be perceived to exist, what processes/controls they propose to implement to manage/mitigate the risk. Standard text has been added to the CoI section in Part 2 for Contractors to complete but review to ensure the information you have requested in this part of the document aligns with the standard text or amend the text if necessary.*

Methodology and Technical Approach to providing the services *(including Quality Assurance, Health & Safety, Social Value, and Sustainability unless being evaluated separately)*

Project Management *(including Project Planning and Risk Management)*

Project Team Structure *(including staff expertise, qualification, experience of delivering similar projects, security clearances, team structure chart and pen-portrait CVs (only request CVs if not already held at Framework level)).*

(Optional Delete the following if information is to be included in one of the mandatory criteria)

Health and Safety

Sustainability

Social Value

Quality Assurance

Other – *if there are specific criteria you wish to assess that are not covered by one of the above quality criteria headings, for example complex Stakeholder Engagement*

Pricing information *(advise Contractor if you require any additional information to support their Cost Proposal e.g. fully costed breakdown)*

3. Proposed programme of work and payment table (Detailing specific tasks, key milestones, deliverables & completion date where appropriate) Payment schedule should detail the % amount that will be paid after delivery of each task *(We always hold back a minimum of 30% until the project is complete. Set out how you want the Section 10 cost proposal table broken down (e.g. by key task/sub-tasks; deliverable etc).*

Task no.	Task and deliverable	Completion date	Payment schedule

4. Delay Payments (if used). *(If not required mark 'not applicable')*

Provide details of the rate of accrual for Delay Payments e.g. £x/working day

5. Delay Payments Cap

Provide details of the Contractor's maximum liability for Delay Payments e.g. £x or x Working Days

6. Invoicing

Select option and delete option not used

[Charges payable on a fixed cost basis shall be invoiced in accordance with clause 17.3 of the Framework Agreement [on Acceptance of certain [Deliverables/Milestones)] or [insert other invoicing frequency]]

or

[Charges payable on a time and materials basis shall be invoiced [in accordance with clause 17.2 of the Framework Agreement (monthly in arrears)]or [insert other invoicing frequency]]

7. Report format and frequency

Report	Purpose	Format	Frequency

8. Progress meeting frequency

9. Work planning meeting frequency

10. Additional Insurances

[Insert 'Not applicable' or insert details of Additional Insurances required in accordance with Framework Agreement Schedule 11.]

11. Limits of Liability

[Guidance: See Clause 45.5. Please detail the Contractor's required Limitation of Liability.]

Contractor's required Limitation of Liability.

[£ *[enter amount]]*

or

[If no sum is stated, the Contract Price for the Services to be performed under the Contract or five million pounds whichever is the greater will apply.]

Annex 1: Data Processing

6 This Annex shall be completed by the Authority, who may take account of the view of the Contractor, however the final decision as to the content of this Annex shall be with the Authority at its absolute discretion.

7 The contact details of the Authority Data Protection Officer are set out in the Framework Order Form.

8 The contact details of the Contractor Data Protection Officer (or alternative responsible person) are set out in the Framework Order Form.

9 The Contractor shall comply with any further written instructions with respect to processing by the Authority.

10 Any such further instructions shall be incorporated into this Annex.

Identity of the Controller and Processor	
Subject matter of the processing	
Duration of the processing	
Nature and purposes of the processing	
Type of Personal Data	
Categories of Data Subject	
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	

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TASK ORDER FORM AND CONFIRMATION OF INSTRUCTIONS

PART 2

TASK QUOTATION SHEET

To be completed by the Contractor

(Authority PM to complete information prior to issuing)

CONTRACTOR NAME			
PROJECT MANAGER NAME			
Phone number:		**Email address:**	
Contact for tender queries		**Email address**	

Note: Your proposal must not exceed 6 sides of A4 *[amend page limit as necessary]* **plus the Costs Proposal in Section 4 (unless otherwise indicated in Authority specification above). Attachments must not be included unless requested with the exception of a programme diagram, risk register and full cost schedule if you consider these would support your proposal.**

Do not make or append Caveats and Assumptions in your proposal – any points of uncertainty must be raised as a clarification point prior to submitting the proposal. Where assumptions are to be made, these will be stated by the Authority's Project Manager in the Specification.

1. Conflict of Interest (CoI) Statement *Contractors should refer to the Conflict of Interest Matrix in the Framework Specification when replying to this question to self-assess the level of CoI that applies and how this will be considered by the Authority.*	
Does your organisation consider it has any current or foreseeable future CoI relating to this Work Package and the Services to be delivered (including sub-contractors if applicable)	**Yes/No**
If Yes please provide full details of the Conflict of Interest:	
Processes and controls you propose to implement to manage/mitigate the risk.	
2. Methodology and Technical Approach	
3. Project Management (including Project Planning and Risk Management). A project plan and Risk Register may be provided as an attachment with your **Response**	

4. Project Team Structure (a Team Structure Plan may be provided as an attachment)
Sub-Contractor(s): Please provide details of any sub-contractors you propose to use, their expertise and the Services/Deliverables they will provide.
5. Health & Safety (only complete if requested in defined evaluation criteria)
6. Sustainability (only complete if requested in defined evaluation criteria)

7. Social Value (only complete if requested in defined evaluation criteria)
8. Quality Assurance (only complete if requested in defined evaluation criteria)
9. Other (state criteria if required)
10. Cost Proposal *Please use day rates, including any applicable discounts, as agreed under the framework contract. A full cost schedule may be attached to support the costs summarised below.*

Task No.	**Name**	**Framework grade**	**Day rate**	**No. of Days or part thereof**	**Cost**

				Total staff costs	
Expenses:					
1. Mileage		**Total miles (at 45p per mile)**			
2. Accommodation and meals		**Number of days**		**Number of people**	

3. Other expenses	Detail	
	Total expenses cost	
	Total overall cost	

Additional Information	
12. Commercially Sensitive Information	
Do you consider any of the information provided in your Proposal above (with the exception of the Cost Proposal) to be Commercially Sensitive and request the Authority withhold it from any FOIA/EIR request. If you reply Yes to this question, please complete and return the Schedule 6 Commercially Sensitive Information template attached below with your Proposal	**Yes / No**
13. Pre-existing Intellectual Property Rights or third party Intellectual Property Rights a) Authority Intellectual Property Rights [Insert details of Authority background IPR (or third party IPR licensed to and utilised by the Authority), or 'N/A'] b) Contractor Intellectual Property Rights [Insert details of Contractor background IPR (or third party IPR licensed to and utilised by the Contractor) to be used as part of, or to generate, the proposed Deliverables, or 'N/A']	

14.-Terms & Conditions

All Call-Off Contracts called-off under the Framework Agreement are subject to the Terms and Conditions, including the Data Processing Schedule completed at award of the Call-Off Contract.

The following documents are incorporated into this Call off Contract. If the documents conflict, the following order of precedence applies:

1. This Task Order Form
2. The Terms and Conditions
3. Any Call Off Special Terms (see Part 1Section 10 of this Task Order Form)

4. Schedule 7: Processing, Personal Data and Data Subjects

5. The following Schedules (in equal order of precedence):

   (a) Schedule 1: Framework Specification

   (b) Schedule 2: Framework Rates and Call Off Charges

   (c) Schedule 3: Call Off Procedure

   (c) Schedule 5: Variation

   (e) Schedule 6: Commercially Sensitive Information

   (f) Schedule 8: Non-Disclosure Agreement

   (g) Schedule 9: Security Requirements

6. Call-Off Tender as long as any part of the Call-Off Tender that offers a better commercial position for the Authority (as decided by the Authority) shall take precedence over the documents above

Notes	You must have a purchase order number from the Authority Project Manager before you start any work in connection with this proposal.

By signing this form *(Insert Contractor's Name)* agree to provide the services stated above for the cost set out in your Cost Proposal and in accordance with the Nuclear Power Regulatory Justification Services Framework Terms and additional appendices (as applicable).

Contractor Authorised Signatory Name	
Signature:	
Date:	

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PART 3 **TASK ORDER FORM AND CONFIRMATION OF INSTRUCTIONS**

Confirmation of Instructions (Authority Project Manager to complete)			
Ensure that any agreed post submission amendments to scope, proposal, timetable or costs etc are updated for the sections above prior to accepting the proposal, to create the final Call-Off Contract. An initial GDPR Schedule (if required) should be completed with the Contractor and included with the form when it is sent to the Contractor for their signature. *[A commission code (also known as an approval reference number)/SoW reference]* must be obtained from the Framework Manager prior to confirming award and must be quoted on your purchase order. *The Atamis reference in the form header (if the Call-Off has been issued via Atamis) must be quoted on your purchase order.*			
Authorisation	**Name**	**Signature**	**Date**
Authority Project Manager			
Authorised Authority Signature (usually the budget holder or SRO)			
DgC Authorised Signature (if required)			
Commission Code			
Purchase order no.			

Atamis Ref (if applicable)	

A copy of the fully signed Project Form, with any supporting Schedules or contract information should be returned to the Contractor by email as authorisation to commence work (not required if signed through DocuSign as the Contractor will receive a copy automatically)

Appendices:

WORK PACKAGE PROPOSAL

(insert final version of Proposal if separate document, including any additional supporting documentation e.g. draft project plans)

Schedules (*delete as necessary if not used*)

Schedule 6 – Commercially Sensitive Information

Schedule 8 – Non-Disclosure Agreement

Other Call-Off Contract Documents

Cxxxxx Nuclear Power Regulatory Justification Services Framework
PART 4 **CHANGE CONTROL (SCHEDULE 5)**
To be completed by the Authority Project Manager – For internal contract management purposes only ***Any extensions, price changes or amendments to existing orders need to be discussed with the Framework Manager and Defra group Commercial before being agreed with the Contractor.*** *The table below should be used to record the agreed changes throughout the project. The Change Control Notice (CCN) template should be completed for substantial changes to the Work Package/Call-Off Contract and a summary of the change provided in the table below.* *Send a copy of the CCN including any appended documents or revised Task Order Form to the Contractor once the change has been agreed and approved (if not signed through DocuSign). A copy should also be sent to your Commercial Lead for information.* *Please remember to amend your Purchase Order in SOP if necessary.*

This form is to be used to change a contract in accordance with clause 40 (Variation)

Change Control Note	
This variation is between:	The Authority and [contractor name] ("the Contractor")
Contract name or Task Order title:	[insert name of contract/Task Order to be changed] ("the Agreement")

Contract reference number:	[insert contract reference number]	
Parties' Authorised Representatives	For the Authority	For the Contractor
Details of Proposed Variation		
Variation initiated by:	[delete as applicable: Authority/Contractor	
Variation number:	[insert variation number]	
Date variation is raised:	[insert date]	
Proposed variation	[insert details]	
Reason for the variation:	[insert reason]	
An Impact Assessment shall be provided within (where requested by the Authority):	**[insert** number] days	
Impact of Variation		
Likely impact of the proposed variation (where requested by the Authority):	**[Contractor to insert assessment of impact]**	
Outcome of Variation		
Contract variation:	The Agreement detailed above is varied as follows: • [Defra to insert original Clauses or Paragraphs to be varied and the changed clause]	
Financial variation:	Original Contract Value:	£ **[insert** amount]
	Previous cost variation(s)	£ **[insert** amount]
	Additional cost due to variation:	£ **[insert** amount]
	New Contract value:	£ **[insert** amount]

Execution of this CCN is carried out in accordance with EU Directive 99/93 (Community framework for electronic signatures) and the Electronic Communications Act 2000. The Contract will be varied on the date on which both Parties communicate acceptance of the Variation on the Authority's electronic contract management system ("Atamis") by signing below via DocuSign process.

SIGNED for and on behalf of **the Authority**	**SIGNED** for and on behalf of **the Contractor**
Name:	Name:
Position:	Position:

4. This Variation must be agreed and signed by both Parties and shall only be effective from the date it is signed by the last Party to execute the CCN.
5. Words and expressions in this CCN shall have the meanings given to them in the Agreement.
6. The Agreement, including any previous CCN, shall remain effective and unaltered except as amended by this CCN.

Change Control Log **All amendments to project scope, timetable or costs must be submitted to and approved by the Authority Project Manager prior to implementing the change.**				
Change Details	**CCN Ref. (if applicable)**	**Revised completion date (if applicable)**	**Revised Project Cost (if applicable)**	**Approved by / Date**

Schedule 11 Insurance Requirements

1 The insurance you need to have

1.1 The Contractor shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Framework Award Form, any additional insurances required under a Call-Off Contract (specified in the applicable Task Order Form) (**Additional Insurances**) and any other insurances as may be required by applicable Law (together the **Insurances**). The Contractor shall ensure that each of the Insurances is effective no later than:

(a) the Framework Start Date in respect of those Insurances set out in the Framework Award Form and those required by applicable Law; and

(b) the relevant Call-Off Contract Effective Date in respect of the Additional Insurances.

1.2 The Insurances shall be:

(a) maintained in accordance with Good Industry Practice;

(b) (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;

(c) taken out and maintained with insurers of good financial standing and

(d) good repute in the international insurance market; and

(e) maintained for at least six (6) years after the end of the Agreement Period.

2 How to manage the insurance

2.1 Without limiting the other provisions of the Agreement, the Contractor shall:

(a) take or procure the taking of all reasonable risk management and risk control measures in relation to the Services and Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;

(b) promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Contractor is or becomes aware; and

(c) hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

3 What happens if you aren't insured

3.1 The Contractor shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.

3.2 Where the Contractor has failed to purchase or maintain any of the Insurances in full force and effect, the Authority may elect (but shall not be obliged) following written notice to the

Contractor to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Contractor.

4 Evidence of insurance you must provide

4.1 The Contractor shall prior to the Framework Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule together with receipts or other evidence of payment of the latest premiums due under those policies.

5 Making sure you are insured to the required amount

5.1 The Contractor shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in the Agreement and if any claims are made which do not relate to the Agreement then the Contractor shall notify the Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

6 Cancelled Insurance

6.1 The Contractor shall notify the Authority in writing at least 5 Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.

6.2 The Contractor shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Contractor shall use all reasonable endeavours to notify the Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

7 Insurance claims

7.1 The Contractor shall promptly notify to insurers any matter arising from, or in relation to, the Services and Deliverables, or each Call Off-Contract for which it may be entitled to claim under any of the Insurances. In the event that the Authority receives a claim relating to or arising out of a Call Off Contract, the Services or the Deliverables, the Contractor shall co-operate with the Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

7.2 Except where the Authority is the claimant party, the Contractor shall give the Authority notice within 20 Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to paragraph 5.1 relating to or arising out of the provision of the Services and/or Deliverables or the Agreement on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Authority) full details of the incident giving rise to the claim.

7.3 Where any Insurance requires payment of a premium, the Contractor shall be liable for and shall promptly pay such premium.

7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Contractor shall be liable for such excess or deductible. The

Contractor shall not be entitled to recover from the Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of the Agreement or otherwise.