

For the attention of xxxxxx

Dear Sirs

**PURCHASE ORDER NO xxxxxxx**

**xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx**

Whereas International Nuclear Services Limited (“INSL”) has requested and xxxxxxxxx (“the Contractor”) has agreed, upon the terms and conditions hereinafter appearing to undertake the services detailed in Clause 1 hereof.

# SCOPE

## The Contractor shall carry out the following services: /carry out the services detailed in INS specification “INS ENG S15 108 Rev 1”. (“the Services”).

## The Contractor shall agree a programme of work with the SO and shall ensure that adequate resources are available at all reasonable times to carry out the Services in accordance with the programme.

# INS’s REPRESENTATIVE

The INS Superintending Officer shall be Mr I Grainey, Engineering Manager, International Nuclear Services Ltd, Hinton House, Risley, Warrington, Cheshire, WA3 6GR. The “SO” shall be responsible for directing the services to be carried out under the Agreement.

# DURATION

The Agreement shall come into force on [ ] and shall unless previously

determined by INS in accordance with any of the conditions of the Agreement whereby INS

has the right to determine the Agreement either without compensation or upon terms stated

in any of the said conditions, continue in force until [ ]

# REMUNERATION

## INS's payment limit under the Agreement shall not exceed [ ] (“the Payment Limit”). No sum in excess of the Payment Limit shall be chargeable to the Agreement without the prior written approval of INS Procurement

 OR

## INS will pay the Contractor for the Services the fixed price of [ ].

## Expenses necessarily and properly incurred in connection with the execution of the Agreement shall be charged at net cost up to a maximum of the charges detailed in the appendices hereto. Details of expenses incurred shall be clearly stated on any invoices and supported by receipts. Prior to incurring any expenses the Contractor shall request the approval of the SO for such expenditure.

# PAYMENT

## The Contractor shall invoice on completion of each Service.

## Invoices, quoting the Agreement Number shall be submitted to the SO

## Whenever under the Agreement any sum of money shall be recoverable from or payable by the Contractor the same may be deducted from any sum then due, or which at any time may become due, to the Contractor under the Agreement or under any other agreement or contract with INS.

## Invoices rendered in accordance with this clause shall be paid (subject to any right of deduction) 30 (thirty) days from receipt of invoice (“the due date for payment”).

# TERMINATION

INS shall have the power to terminate the Agreement in whole or in part at its sole discretion at any time by giving to the Contractor one week's written notice. On receipt of such notice the Contractor shall ensure that expenditure under the agreement is reduced as rapidly as possible. Upon the expiration of the notice the Agreement shall be terminated without prejudice to the rights of the parties accrued prior to the date of termination.

# ACCESS TO PREMISES

The Contractor shall at all reasonable times grant to authorised representatives of INS access to the premises on which the Services are being carried out.

# OBSERVANCE OF SITE REGULATIONS

In respect of Services carried out on premises operated by, or on behalf of, INS or affiliates of INS, the Contractor’s personnel shall comply with all such regulations pertaining to such sites as are for the time being in force.

# SECURITY

The Contractor shall maintain such standards of security as may be required by INS in order to prevent unauthorised disclosure of any classified information.

# OFFICIAL SECRETS ACTS

## The Contractor's attention is drawn to the provisions of the Official Secrets Acts, 1911to

## 1989and to the provisions of Section 11 of the Atomic Energy Act 1946.

# ANTI-TERRORISM CRIME & SECURITY ACT 2001

The Contractor’s attention is drawn to the provisions of the Anti-Terrorism Crime and Security Act 2001, particularly Section 79, which makes it an offence intentionally or recklessly to make a disclosure of information which might prejudice the security of a nuclear site or of nuclear material where that material is held on such a site, or is being transported to or from such a site or is being carried on board a British ship. The Contractor shall take all reasonable steps by display of notices or by other appropriate means to ensure that all persons employed on any work in connection with the Agreement have notice that these statutory provisions apply to them and will continue to apply after completion or earlier determination of the Agreement.

# LAW

The Agreement shall be considered as a contract made in England, subject to Engilsh Law and under the jurisdiction of the English courts

# ANTI BRIBERY

## The Contractor shall:

### comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 **(‘**Relevant Requirements’);

### not do, or omit to do, any act that will cause or lead INS to be in breach of any of the Relevant Requirements.

### promptly report to INS any request or demand for any undue financial or other advantage of any kind received by the Contractor in connection with the performance of this Contract;

### if requested, provide INS with any reasonable assistance, at the reasonable cost of INS, to enable INS to perform any activity required by the relevant government or agency in any relevant jurisdiction for the purpose of compliance with any of the Relevant Requirements;

### immediately notify INS (in writing) if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Contractor. (The Contractor warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Contract);

### not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; (overseas contracts only)

## The Contractor shall ensure that any person associated with the Contractor who is providing goods or services in connection with this Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Contractor in this Clause. The Contractor shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to INS for any breach by such persons of the Relevant Terms.

## The Contractor shall indemnify INS against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, INS as a result of any breach of this Clause by the Contractor or any breach of Relevant Terms by any sub-contractor.

## Breach of this Clause shall be deemed a material breach under this Contract. In the event of termination of this Contract by INS for breach of this Clause then:

###  the Contractor shall not be entitled to claim compensation or any further remuneration, regardless of any activities or Contracts with additional third parties entered into before termination and

# ENTIRETY OF AGREEMENT

The Agreement contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and replaces all prior agreements and understandings relating to the said subject matter. This Clause shall not affect liability for fraudulent misrepresentation.

Please acknowledge receipt and confirm your acceptance of the above Agreement by countersigning below and return one copy to me.

In witness whereof this Contract has been entered into the day and year first before written

Signed for and on behalf of ---------------------------------------------------

**International Nuclear Services Ltd**

Signed on behalf of -----------------------------------------------------

**xxxxxxxxxx** (State official position e.g. Director, Partner, Secretary etc.)