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# General Terms and Condition of Contract for Consultants/Contractor

**IPPR01-TAC01**  
**Rev 7**  
**Date 24/01/2011**

## DEFINITIONS

1.1 In the Contract the following terms have the following meanings:

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approved Sub-Contractor</td>
<td>the person (if any) named as such in the Contract Letter or the Specification;</td>
</tr>
<tr>
<td>Background Intellectual Property</td>
<td>Intellectual Property in any elements of a Deliverable which were not created specifically for NDA or for incorporation in a Deliverable, which shall include all Intellectual Property which does not belong to NDA pursuant to Clause 11.2 but use of which is required by NDA (or its licensees) to obtain the benefit of any Deliverable and / or any part or the whole of the Services. (For the avoidance of doubt any material which forms part of a Deliverable shall be deemed to be created specifically for NDA when NDA has funded the related development or production costs or when material has been developed primarily in accordance with specifications provided by NDA);</td>
</tr>
<tr>
<td>Call-off and Mini Competition Procedure</td>
<td>The procedure set out in Schedule 3 under which Parties shall agree Purchase Orders;</td>
</tr>
<tr>
<td>Completion Date</td>
<td>the date by which all the Services under the Contract are to be completed in accordance with the Contract;</td>
</tr>
<tr>
<td>Conditions</td>
<td>these General Terms and Conditions of Contract for Consultants;</td>
</tr>
<tr>
<td>Consultant</td>
<td>the person to whom the Contract Letter is addressed and who is described as such in the Contract Letter;</td>
</tr>
<tr>
<td>Consultant's Written Proposal</td>
<td>the Consultant's written proposal (if any) as may be specified in the Contract Letter;</td>
</tr>
<tr>
<td>Contract</td>
<td>the Contract Letter, the Conditions, the Specification and if expressly incorporated in the Contract under the Contract Letter, any other documents including the Consultant's Written Proposal (if any);</td>
</tr>
<tr>
<td>Contract Letter</td>
<td>the letter issued by NDA awarding the Contract;</td>
</tr>
<tr>
<td>Contract Price</td>
<td>the price payable to the Consultant for performing the Services (or any one or more elements of the Services) as specified in the Contract Letter;</td>
</tr>
<tr>
<td>Controlled Waste</td>
<td>Controlled waste as defined in Part II of the Environmental Protection Act 1990;</td>
</tr>
<tr>
<td>Deliverable</td>
<td>any relevant documentation, reports, drawings, specifications, diagrams, plans, notes, data (including encrypted data), patterns, models, software (including Source Codes), computer outputs or other materials, records or other information and hardware which should be delivered by the Consultant in accordance with the Specification;</td>
</tr>
<tr>
<td>Delivery Date</td>
<td>in respect of each Deliverable, the date specified for delivery to NDA in the Contract under which the Deliverable is to be provided;</td>
</tr>
<tr>
<td>DPA</td>
<td>the Data Protection Act 1998 and any subordinate legislation made under this 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;</td>
</tr>
</tbody>
</table>
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Environment
any and all of the following media, namely air, land or water and any and all organisms (including without limitation man) or systems supported by such media;

EIR
Environmental Information Regulations 2004 and any subordinate legislation made under this 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;

Environmental Law
all or any state, national, EC or international law, treaties, directives, regulations, rules, common law, directions, codes of practice, circulars, guidance notes, notices, demands, duties or requirements of any relevant body whatsoever relating to Environmental Matters;

Environmental Matters
any of the following: (a) any generation, deposit, disposal, keeping, treatment, transportation, transmission, handling or manufacture of any Relevant Substance; (b) nuisance, noise, defective premises, fire safety, or health and safety at work or elsewhere; or (c) the pollution, conservation or protection of the Environment. In the Contract the expression "Relevant Substance" means any substance whatsoever (whether a solid, liquid, gas or vapour and whether alone or in combination with any other substance) or waste (as defined in the Environmental Protection Act 1990) which is capable of causing harm to the Environment or to human health or welfare (including, without limitation, asbestos);

Equipment
all samples, patterns, specifications, plans, drawings, software, equipment or any other document or thing issued by or on behalf of NDA to the Consultant in connection with the Contract;

Fixed Price Work
where the Services are to be supplied on a fixed price basis as specified in the Contract Letter;

Force Majeure
any event outside the reasonable control of either Party affecting its ability to perform any of its obligations under the Contract including Act of God, fire, flood, lightning, war, revolution, act of terrorism, riot or civil commotion, but excluding strikes, lock-outs or other industrial action, whether of the affected Party's own employees or others, failure of supplies of power, fuel, transport, equipment, raw materials or other goods or services;

FOIA
the Freedom of Information Act 2000 and any subordinate legislation made under this 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;

Future Service Provider
any person who provides services to NDA following the termination of the Contract or the termination of the provision of any of the Deliverables or Services;

Good Industry Practice
the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced Consultant seeking to comply with its contractual obligations, complying with all applicable laws and regulations and engaged in the same type of undertaking and under the same or similar circumstances as the Consultant;

Intellectual Property
inventions (whether patentable or not, and whether or not patent protection has been applied for or granted), improvements, developments, discoveries, patents, utility models, petty patents, confidential information, know-how, trade secrets, trade
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marks, logos, processes, registered designs, design rights and all other designs (whether registrable or not), mask work rights, semi-conductor topography rights, rights in databases, copyright, moral rights and all other rights or forms of protection (whether or not registrable and including applications for registration) of a similar nature or having a broadly equivalent effect anywhere in the world;

Limit of Liability

the maximum amount payable by NDA to the Consultant (including all fees, costs and expenses) in relation to the whole of the Services. Where no Limit of Liability is stated then it shall be the Contract Price;

Limit of Liability

Work

all work under the Contract that is not Fixed Price Work;

Named Personnel

those persons who are described as such in, and whose names are set out in, the Contract Letter and who may be replaced from time to time in accordance with the Contract;

NDA Nominated Representative

the representative of NDA authorised to act on behalf of NDA in relation to the Contract and to whom all notices, communications, queries and similar should be directed by the Consultant in relation to the Contract. The NDA Nominated Representative will be the person(s) named as such in the Contract Letter or as may otherwise be notified to the Consultant by NDA from time to time;

NDA Site Rules

the rules published from time to time by NDA described as such together with the associated booklet "Think about Safety";

OCNS

the Office for Civil Nuclear Security;

Parties

the Consultant and NDA, and the term "Party" shall be construed accordingly;

Project Manager

the person (being a member of the Named Personnel) described as such in the Contract Letter or as otherwise agreed between the Parties in accordance with the Contract;

Protected Information

(i) Protectively Marked Information disclosed by NDA; and
(ii) any commercial, financial, marketing, or technical information, know-how or trade secrets:

(a) disclosed by NDA in writing or orally; or
(b) observed by the Consultant (or any of his employees, agents or sub-contractors) in connection with any inspection, site visit or similar to any of NDA’s premises (or any other premises designated by NDA);

Protectively Marked Information

all information recorded in any form whatsoever (including without limit, documents, papers, reports, books, graphs, charts, maps, photographs, photographic negatives, e-mails, information held in computers, the media used for the production or recording of such information including discs, tapes, plates, drafts and CD ROMS) which bears a security protective marking of "RESTRICTED", "CONFIDENTIAL" or "SECRET" either singularly or in combination with the descriptors "COMMERCIAL", "MEDICAL", "STAFF", "CONTRACTS" or "MANAGEMENT";

Purchase Order

a financial commitment for a package of work to be undertaken by the Consultant in accordance with the Contract.
1.2 In the Contract unless or to the extent the context otherwise requires:

(a) words denoting the singular shall include the plural and vice versa;

(b) words denoting any gender shall include all genders;

(c) references to schedules, appendices or annexes are to those of the Contract as amended from time to time in accordance with its terms;

(d) references to “the Contract” and “this Contract” include any schedules, appendices or annexes to it;

(e) references to "software" shall mean computer programs; and

(f) references to any statutes or statutory provisions include any statute or statutory provision which amends, extends, consolidates or replaces the same, or which has been amended, extended, consolidated or replaced by the same, and shall include any orders, regulations, instruments or other sub-ordinate legislation made under the relevant statute or statutory provision.

1.3 The provisions of the Contract shall apply to the exclusion of any terms or conditions contained or referred to in any acknowledgement of order, form of contract or other communication from the Consultant unless and to the extent that the same is in expressly incorporated in writing in the Contract.
2 PROVIDE OF SERVICES

2.1 The Services shall be performed by the Consultant in accordance with the Contract observing Good Industry Practice.

2.2 The Consultant shall commence the Services following receipt of a copy of the Purchase Order relating to such Services.

2.3 In performing the Services the Consultant shall comply with the quality assurance conditions set out in the Specification. Promptly following any request from NDA, the Consultant shall provide to NDA full details of the Consultant's certification in this regard (to include the name of the Certification body, the certificate number and the scope of registration).

2.4 Without the prior written consent of NDA in each particular case the Consultant shall not, and shall procure that any sub-contractor shall not, use any person to perform any part of the Services who is not a member of the Named Personnel.

2.5 The Contract shall remain in force until all Services required to be performed by the Consultant have been completed to the satisfaction of NDA unless either Party terminates the Contract (or part of the Contract) earlier in accordance with the Contract.

3 DELIVERABLES AND DELIVERY

3.1 The Consultant undertakes to provide each Deliverable to NDA by the Delivery Date applicable to the Deliverable or at such other time as may reasonably be specified by the NDA Nominated Representative.

3.2 In the event that the Consultant fails to comply with a Delivery Date, then, without prejudice to NDA’s rights and remedies in respect of the delay:

(a) for Fixed Price Work the Consultant shall:
   (i) promptly pay, reimburse or otherwise credit NDA with such service credits (if any) as are specified in the Contract Letter; and
   (ii) provide all necessary additional resources to deliver the Deliverable to NDA as soon as possible at no additional charge to NDA; and

(b) for Limit of Liability Work the Consultant shall at NDA’s option:
   (i) use best endeavours to deliver the Deliverable as soon as possible within the original Limit of Liability (or as NDA may in its discretion agree in writing to increase);
   (ii) cease performance of the Services in relation to the Contract or the Deliverable and immediately deliver up to NDA such of the Deliverable as has been developed at that time; or
   (iii) agree to such reasonable variation of the Specification including Delivery Date(s) and where applicable the Limit of Liability, as NDA may require.

3.3 In the case of each Deliverable comprising software, the Consultant shall deliver to NDA on the Delivery Date applicable to the Deliverable:

(a) the Source Codes for the software; and
(b) all other materials reasonably necessary for the proper use and maintenance of the software.

3.4 Where the Consultant is required to supply a Deliverable in draft/incomplete form for NDA's initial consideration, then the Consultant will incorporate any comments and/or requests for amendment to the Deliverable which NDA in its reasonable opinion considers necessary to ensure that the Deliverable will comply in all respects with the Specification and the Consultant will deliver the revised version of the Deliverable to NDA as soon as reasonably practicable after such receipt (unless otherwise stated in the Specification).

3.5 Reports produced as a Deliverable shall be submitted to the NDA Nominated Representative under cover of a letter or transmittal note. Three copies of reports, one bound, one unbound and one electronic, shall be delivered unless otherwise stated in the Specification.

3.6 If, in NDA's' reasonable opinion, any Deliverable does not comply in all material respects with the Specification then NDA may elect to:

(a) require the Consultant to correct at its own cost any discrepancies, errors, or omissions in drawings, documentation or other information supplied in writing by the Consultant;

(b) give the Consultant written notice that the Deliverable is unacceptable and terminate the Contract;

or

(c) accept the Deliverable "as is" subject to such reduction in the Contract Price as NDA considers reasonable which reflects the non-compliance concerned and where relevant the reduced functionality of the Deliverable.

3.7 The Consultant shall provide all text, graphics and drawing based document submissions, deliverables and records in a digital form to permit direct entry into the NDA electronic document store without the need for optical scanning, as well as one or more paper copies. Digital files should be provided in native Microsoft Word, Excel, MS PowerPoint, CorelDRAW, Adobe Illustrator, AutoCAD formats or as Adobe PDF documents at print resolution. Such electronic files should be transmitted to NDA as attachments to Email messages (where documentation carries no protective markings) or alternatively on standard magnetic, optical or NVRAM media. Irrespective of the acceptable application format used, all files should be presented such that they can be read by standard IBM-compatible computers using a Microsoft Windows operating system. In addition, each item must be provided as a single file and this may constrain the way in which the Consultant provides the results. In these circumstances the Consultant shall inform NDA and agree an acceptable format before commencing work. The Consultant should contact NDA for advice should he wish to request a variation from any of the requirements in this Clause 3.7, or to seek clarification of acceptable file types. Engineering drawings must be submitted in AutoCAD 2000 or above format, and comply with the latest versions of BS 8888 and/or its companion standards.

3.8 Any approval or comment given by or on behalf of NDA in relation to any Deliverable will not relieve the Consultant of its obligation to deliver the Deliverable in accordance with the Contract and will in no way diminish NDA's right subsequently to reject a Deliverable if it is found not to be in accordance with the Contract.

4 NAMED PERSONNEL

4.1 The Consultant shall provide such information as NDA may reasonably require from time to time in connection with the Named Personnel (and persons proposed as Named Personnel) including details of their qualifications and experience.
4.2 In the event of a member of the Named Personnel having to be replaced, at least 4 weeks prior notice in writing is required by NDA stating the reason(s) for the replacement. Where the person concerned is in NDA's reasonable opinion key to the performance of the Contract that person shall not be replaced without the prior written approval of NDA (not to be unreasonably withheld).

4.3 In the event of a member of the Named Personnel having to be replaced due to illness, death or leaving the employment of the Consultant, the Consultant must give such notice to NDA as is reasonably practicable in the circumstances.

4.4 Following consultation with the Consultant and joint assessment of the performance of any member of the Named Personnel, NDA shall have the right to require the removal from the Services of such person whose performance is unsatisfactory and their replacement by another person possessing the required qualifications and experience.

4.5 Subject to Clause 4.2 above, no person may become a member of the Named Personnel without the prior written approval of NDA.

4.6 Any alteration of the membership of the Named Personnel shall not result directly or indirectly in NDA being liable for any additional cost whatsoever.

4.7 If applicable, Named Personnel will be required to have the necessary security clearance as provided for under Clause 18 below.

4.8 Any agreement to or approval by NDA of any member of the Named Personnel shall not in any way relieve the Consultant of its obligations to ensure that the Services are carried out in accordance with the Contract.

5 VARIATION

5.1 The NDA Nominated Representative may at any time by notice in writing require the Consultant to undertake any reasonable revision to the Delivery Dates (including Completion Date) and/or to undertake any reasonable alteration or addition to or omission from the whole or any part of the Services (a "Variation"). The Consultant shall respond in writing within 14 days (or such other period as may be agreed) of receipt of NDA's request stating the effect such Variation may have on the Services, Deliverable(s) or any Delivery Date(s) and what adjustment, if any, (a "Price Adjustment") may be required to the Contract Price as a result of the proposed Variation.

5.2 If a Variation reasonably involves an increase or decrease in the cost to the Consultant of carrying out the Services and/or a change to the Delivery Date(s) an appropriate Price Adjustment and/or change to the Delivery Date(s) shall be made. The Consultant must satisfy NDA as to the reasonableness of changes to the Delivery Dates and of the extra costs or savings resulting from Variations under this Clause 5.

5.3 If at any time during the performance of the Services the Consultant considers that the Services being performed could be achieved more economically or expeditiously, then the Consultant shall immediately notify NDA of this and detail the proposed changes including any proposed revised Delivery Date(s) or reduction in Contract Price (together referred to as an "Efficiency Variation").

5.4 If NDA wishes the Consultant to proceed with a proposed Variation, Price Adjustment (if any) and/or Efficiency Variation then the NDA Nominated Representative will issue a written instruction to amend the Contract accordingly. In the absence of such a written instruction the Consultant shall not vary the Services or alter the Contract Price in any way.
6 PROJECT MANAGEMENT AND PROGRESS REPORTS

6.1 The Consultant shall nominate and appoint a Project Manager at the beginning of the Contract to manage and control all Services. Such nomination and appointment (including any replacement) shall be subject to the written approval of NDA (not to be unreasonably withheld or delayed).

6.2 The Consultant's Project Manager shall be the sole point of contact for all general instructions, notices and correspondence etc. in connection with the management, progress and cost issues relating to the Services. The Project Manager shall accept and acknowledge all forms of instructions for and on behalf of the Consultant.

6.3 All correspondence from the Consultant to NDA shall be signed by the Project Manager. Where the Consultant considers that personnel within NDA other than the NDA Nominated Representative would wish to receive a copy of any such correspondence (or if so directed by NDA), then the Consultant shall send the same to such other NDA personnel (at no additional cost to NDA) and shall mark the original with "cc" and the names of the other NDA recipients.

6.4 Meetings to address technical issues shall be called for by either Party and held as necessary to progress the Services.

6.5 Progress review meetings shall be held as stated elsewhere in the Contract and otherwise as reasonably required by either Party. The meetings shall be attended by the Project Manager unless otherwise agreed by NDA from time to time who shall address such matters as NDA may wish to raise at the meeting.

6.6 Without prejudice to Clause 24, the Consultant shall throughout the performance of the Services maintain a record of the cost of the Services instructed and performed. The Consultant shall supply to NDA information to support any significant proposed variation to either the Contract Price or any Delivery Date(s).

6.7 The Consultant shall provide to NDA on the last working day of each month (or as otherwise agreed in writing) a written monthly progress report in such form and addressing such issues as NDA may reasonably require, but which in any case shall:

(a) detail progress in performance of the Services since the last such report;
(b) state the costs to date incurred by the Consultant in performing the Services;
(c) provide NDA with a forecast of the likely costs to completion of all Services not then completed; and
(d) for Limit of Liability Work, include a statement as to whether the Services are likely to be completed within the Limit of Liability then in force.

7 ANNUAL ENVIRONMENTAL REPORT

7.1 The Consultant shall provide, annually on the anniversary of the date of the Contract, a concise written annual report of its environmental programmes/activities. The report shall address the following:

(a) changes to the status of certification/accreditation (ISO14001, EMAS or other relevant environmental standards);
(b) details of the energy used completing the tasks (sub-listed by electricity, gas, oil etc);
(c) details of the mileage and GHG emissions from business travel (i.e. in hire cars, employee owned cars, lease cars, buses, taxis, rail and air travel (domestic, short haul, long haul);

(d) details of the amount of waste generated (hazardous, non-hazardous and inert, and by percentage recycled for each);

(e) details the amount of water and other significant resources used i.e. paper;

(f) details of the total carbon footprint for the tasks reported by on all 6 Kyoto greenhouse gases (in line with guidance on how to measure and report greenhouse gas emissions being developed by DEFRA / DECC);

(g) sustainable Procurement activities;

(h) details of any environmental prosecutions or enforcement actions taken against the Consultant in the last 12 months.

(i) details of any improvements made in the Consultant's environmental performance in terms of:
   (i) reduction or prevention of pollution;
   (ii) reduction in waste generated;
   (iii) reduction in resources consumed;
   (iv) Application of waste management hierarchy and the adoption of sustainable waste management
   (v) Minimisation of your carbon footprint, protecting the global climate and management of risks to your business through climate change.
   (vi) Conservation and enhanced biodiversity, wildlife and habitats
   (vii) Minimisation of your environmental footprint through procurement activities
   (viii) any other positive environmental action; and

(j) any other matter reasonable required by NDA

7.2 The report shall be submitted to NDA within 1 month of the end of the year to which it relates marked for the attention of the Environmental Manager.

7.3 The report should describe performance in the management of the environmental risks identified under the assessment required by Clause 8 including, any substantive failures by the Consultant to ensure the control steps identified by the assessment are implemented wherever relevant.

7.4 GENERAL ENVIRONMENTAL PROVISIONS

(a) The Consultant must notify NDA promptly, of any significant events or near misses, especially those which may prompt media impact or have a reputational impact on NDA.

(b) The Consultant should consider and advise NDA of any opportunities to reduce the environmental footprint of the services they provide to NDA.
7.5 The provisions of this Clause 7 are without prejudice to Clause 9.

8 ENVIRONMENTAL ASSESSMENT

8.1 Without prejudice to the other provisions of the Contract, for each separate element (referred to as a "task" in this Clause 8) of the Contract the Consultant shall undertake a limited environmental assessment which shall:

(a) identify the environmental legislation, if any, applicable to the task and detail the requirements necessary to comply with it;

(b) identify whether the task will result in the production of any Special/Hazardous Waste or Radioactive Waste. If so the assessment will detail how the production of such waste is to be minimised how the waste management hierarchy is applied to minimise the environmental impact of waste which cannot be avoided and how such waste will be disposed of to comply with the applicable legislation and discharge their duty of care with regard to this waste.

(c) identify whether the work in performing the task will involve the consumption of significant quantities of resource, including paper, fuel and power. If so the Consultant shall detail the steps taken or to be taken to reduce or mitigate the effects, including, for example, the use of recycled paper.

(d) identify whether the work in performing the task will result in significant carbon emissions either directly (e.g. as direct emissions or through fuel use) or indirectly (e.g. through the use of electricity through the national grid or carbon intensive products). If so the Consultant will detail the steps taken to reduce or mitigate these emissions and their effect on the global climate.

(e) identify other significant impacts or potential impacts on the environment which will result from the task (for example risks to the environment due to the use of potentially environmentally hazardous substances). Where other significant impacts or potential impacts are identified the Consultant will detail the steps taken to reduce or mitigate these effects.

(f) The Consultant shall be responsible for ensuring the control of any impacts identified and are implemented wherever relevant.

8.2 The results of the environmental assessments under Clause 8.1 shall be documented in the Consultant's written proposals.

8.3 Where the tasks under the Contract will be in NDA's opinion of a generally consistent nature (for example, all desktop consultancy work), a single assessment at the start of the Contract will in most cases be acceptable to NDA. Where this is the case, the original assessment shall be referenced in the Consultant's written proposals for subsequent work.

8.4 The provisions of this Clause 8 are without prejudice to Clause 9.

9 RESPONSIBILITY FOR WASTE

9.1 The Consultant shall be responsible for, and shall ensure that the Contract Price includes the cost of, any generation, deposit, recycling, disposal, keeping, treatment, transportation, transmission or handling (in full compliance with all relevant laws, rules and regulations, guidelines and codes of practice, including, without limit, all relevant Environmental Laws) of all or any waste (including without
9.2 The Consultants should provide additional information relating to the disposal of waste resulting specifically from their work from NDA on request. This should include where relevant:

(a) copies of consignment notes for any wastes collected by the Consultant or their agents from NDA's premises
(b) copies of waste management licences or permits held
(c) copies of waste carriers licenses
(d) copies of audits undertaken by the Consultant or their agents
(e) such other information as may reasonably be requested by NDA

10 WARRANTIES

10.1 The Consultant represents, warrants and undertakes that:

(a) the Services shall comply with the requirements specified in the Specification and shall be carried out in accordance with Good Industry Practice;
(b) the Consultant shall use all reasonable care and skill and diligence in the performance of the Services, the same shall be carried out only by the Named Personnel who shall be suitably qualified, trained, skilled and experienced, and be performed in a timely and professional manner;
(c) the Consultant possesses extensive knowledge and expertise in the provision of the Services;
(d) each Deliverable will conform in all material respects with the Specification;
(e) any documentation or information to be supplied in connection with a Deliverable comprising any software will provide sufficient information and instructions to enable suitably qualified personnel to operate and maintain the software;
(f) the Deliverables shall be free from any third party lien, claim, title or interest;
(g) where relevant, the Deliverables shall conform with all relevant laws, orders, regulations and bye-laws applicable to them;
(h) the Deliverables shall be of satisfactory quality and fit for the purpose for which they are intended;
(i) no Deliverable, design, documentation, equipment, software or any other material, information and items furnished or used by the Consultant or its sub-contractors in performance of the Contract and the provision of the Services will infringe any Intellectual Property or other right of any third party; and
(j) all the responses and information provided to NDA by the Consultant, its employees, representatives and agents are true, accurate and not misleading in any respect;
(k) all information provided pursuant to Clause 35 shall be true, accurate and not misleading in any respect; and

limitation any and all Controlled Waste, Special/Hazardous Waste or Radioactive Waste) arising from or in connection with the performance of the Services.
(I) the Consultant has full power and authority to enter into the Contract and grant all licences and other rights granted under the Contract to NDA to enjoy quiet possession of each Deliverable free from any disturbance, charge or encumbrance.

11 INTELLECTUAL PROPERTY

11.1 The Consultant warrants that the use of any Deliverable by NDA (in the ordinary course of its business or in connection with the discharge of its function(s)) or any other person whom NDA permits to use the same shall not require the obtaining of any consents, licences or similar from any third party that is not expressly stated in the Contract and where such is stated the cost of obtaining the same shall be borne by the Consultant.

11.2 The Consultant hereby assigns by way of present and (to the extent permissible by law) future assignment with full title guarantee to NDA all Intellectual Property in the Deliverables and all Intellectual Property created by or on behalf of the Consultant in performance of the Services.

11.3 The Consultant hereby grants to NDA (for itself and for the benefit of its successor and assigns) a non-exclusive, perpetual, irrevocable, world-wide royalty-free licence, (together with the right for NDA and any sub-licensees to sub-license) to use all the Background Intellectual Property.

11.4 NDA may without the Consultant's consent assign the licence described at Clause 11.3 if it disposes of or transfers either of that part of its business or functions to which the licence relates or of any Deliverable with which the licence is associated in which case the terms of this Clause 11 shall continue to apply to the assignee in relation to such assigned licence. This licence shall continue after termination or expiry of the Contract.

11.5 The Consultant agrees (at NDA's request and expense) and whether during or after termination of the Contract to execute all such documents and do all such other acts or things as are necessary or desirable to transfer, vest in and/or confirm to NDA or its assignee the rights referred to in Clauses 11.2 to 11.4 inclusive.

11.6 The Consultant acknowledges that unless expressly stated to the contrary in the Contract all Equipment and all NDA's Intellectual Property (and the licences granted to it by its licensors) shall remain vested in NDA (or the respective licensor) and the Consultant (and any sub-contractor) shall not acquire any rights (including, without limitation, of ownership) in the same. Nothing in this Clause 11 shall however prevent the Consultant using general know-how or skill sets acquired as a result of the Services in another project or for other purposes, provided no Protected Information of NDA is used.

11.7 The Consultant agrees to use any Equipment supplied by NDA and all Intellectual Property of NDA solely for the purposes of the Contract and in particular not itself or through any subsidiary, agent or third party to copy, adapt, reverse engineer, decompile, disassemble, redistribute, modify, vary, enhance, sell, lease, license, sub-license or otherwise deal with the Equipment or any of the information provided by NDA or any parts, variations, modifications, copies, releases, version or enhancements thereof nor shall the Consultant have any software written or developed for itself based on any of NDA's Protected Information or other information belonging to NDA.

11.8 The Consultant shall promptly disclose to NDA all information, results, data and all Intellectual Property arising in connection with the Contract.

12 INTELLECTUAL PROPERTY INDEMNITY

12.1 The Consultant shall fully indemnify NDA against all actions, claims, demands, proceedings, damages, costs, charges and expenses arising from or incurred by reason of any infringement or alleged
infringement of any third party right by the use or possession of any Deliverable supplied by the Consultant, subject to the following:

(a) NDA shall promptly notify the Consultant of any alleged infringement of which it has notice;
(b) NDA will make no admissions without consulting the Consultant;
(c) NDA, at the Consultant's request and expense, shall allow the Consultant to conduct and/or settle all negotiations and legal proceedings and give the Consultant all reasonable assistance. The cost incurred or recovered in such negotiations or proceedings shall be for the Consultant's account.

12.2 If at any time allegation of infringement of any third party right is made in respect of any Deliverable or in the Consultant's opinion is likely to be made, then the Consultant may at his own expense modify or replace the Deliverable provided that NDA is satisfied that such replacement or modified Deliverable complies in all material respects with the specifications for the original Deliverable, the Consultant making good to NDA any loss of use during modification or replacement so as to avoid the infringement. The provisions of Clause 5 shall then take effect as if NDA had required a Variation save that the Consultant shall not be entitled to request any increase to the Contract Price.

12.3 The provisions of Clause 12 shall survive termination of the Contract for any reason.

13 TRANSPEARENCY AND DISCLOSURE

13.1 NDA operates a transparency policy and associated Code of Practice on Access to Information whereby information (including the Contract, correspondence, e-mails, minutes of meetings and reports), provided by the Consultant to NDA may be disclosed from time to time at NDA's discretion into the public domain. Unless the information concerned is identified by the Consultant in writing as provided in confidence when it is provided to NDA, the Consultant shall be deemed to have consented to such disclosure. If the Consultant identifies that any information is provided in confidence then, subject to Clause 14.3, NDA shall use all reasonable endeavours to keep it confidential (which shall in any case include any information which NDA considers is commercially sensitive concerning the Consultant disclosed to it by the Consultant in relation to the Contract, including estimates, rates and other pricing data).

14 CONFIDENTIALITY

14.1 The Consultant shall not use or disclose to any person whatever any Protected Information save to the extent necessary for the purposes of the proper performance of the Services by the Consultant or otherwise with the prior written consent of NDA. Where Protected Information is disclosed by the Consultant to any person (including any employee of the Consultant), it shall only be disclosed subject to obligations of confidentiality equivalent to those set out in the Contract and the Consultant agrees to ensure that if NDA so requests such person to whom Protected Information is disclosed shall enter into a confidentiality undertaking with NDA in a form acceptable to NDA containing obligations equivalent to those set out in this Clause 14. The Consultant shall use its best endeavours to procure that any such person complies with such obligations. The Consultant shall be responsible to NDA in respect of any disclosure or use of such Protected Information by a person to whom disclosure is made by the Consultant.

14.2 The obligations of confidentiality under Clause 14.1 shall continue in force for a period of 10 years after the completion of the Contract or its termination for any reason.

14.3 The obligations of confidentiality in Clauses 13.1 and 14.1 shall not extend to any matter which either Party can show:
(a) is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under the Contract; or

(b) was in its written records prior to the date of the Contract Letter; or

(c) was independently disclosed to it by a third party entitled to disclose the same; or

(d) is required to be disclosed under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction.

14.4 All Equipment and all Protected Information shall remain the property of NDA and shall be returned on demand and on completion of the Contract.

14.5 The Consultant (its employees, agents and sub-contractors) shall not process or store any Protectively Marked Information bearing the security protective marking of RESTRICTED and above outside of the United Kingdom nor permit the same to be transmitted in any manner outside of the United Kingdom.

15 DATA PROTECTION

15.1 To the extent that the Consultant processes or controls any data or information belonging to NDA or made available by NDA which is personal data within the meaning of the Data Protection Act 1998 (DPA) the Consultant shall comply with the following provisions of this Clause 15.

15.2 The Consultant shall:

(a) comply with the DPA;

(b) process such data and information only in accordance with NDA's instructions;

(c) not transmit such data and information to a country or territory outside the European Economic Area.

(d) take such technical and organisational measures against unauthorised or unlawful processing of such data and information and against accidental loss or destruction of, or damage to, such data and information as are appropriate to NDA as Data Controller as defined by the DPA;

(e) upon the service or receipt of any notice under the DPA or upon the exercise of any rights by a data subject under the DPA or upon any enforcement action being taken by a competent authority, immediately unless otherwise requested by NDA provide NDA with full details (including copies of any such notices served or received);

(f) comply and employ technical and organisational measures which are at least sufficient to ensure that NDA is not in breach of its obligations under the Seventh Data Protection Principle of the DPA (security of data);

(g) ensure that all its personnel undergo appropriate training through a Government accredited DPA course or similar, as and when required;

(h) permit or enable NDA to monitor and to audit the Consultant's compliance with this Clause 15 in such manner as NDA considers necessary and shall provide to NDA such reports and evidence of compliance as NDA considers necessary and the Consultant shall make good on request all breaches that are capable of remedy; and

(i) procure that any sub-contractor complies with obligations (including this one) equivalent to those binding on the Consultant under this Clause 15.
16  PUBLIC RECORDS/FREEDOM OF INFORMATION ACT & ENVIRONMENTAL INFORMATION REGULATIONS

16.1 The parties shall comply with applicable provisions of 0 in relation to FOIA and EIR.

17  COMPLIANCE WITH LAWS

17.1 The Consultant shall comply with all applicable laws, rules and regulations, guidelines and codes of practice (including, without limitation, Environmental Laws) in connection with the performance of the Services.

17.2 Without prejudice to Clause 17.1 above, the Consultant shall (and shall procure that its sub-contractors shall) operate an appropriate equal opportunities policy.

17.3 The Consultant shall not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing the Consultant shall not unlawfully discriminate within the meaning and scope of the Sex Discrimination Act 1975, the Race Relations Act 1976, the Equal Pay Act 1970, the Disability Discrimination Act 1995, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Religion or Belief) Regulations 2003, the Employment Equality (Age) Regulations 2006, the Equality Act 2006, the Human Rights Act 1998 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof. The Consultant shall take all reasonable steps to secure the observance of Clause 17.3 by all Staff.

17.4 Without prejudice to Clause 17.1 above, the Consultant's attention is drawn to the provisions of the following legislation:

(a) The Official Secrets Act 1911 to 1989 in general and Chapter 6 of the Official Secrets Act 1989 in particular;

(b) The Anti-Terrorism, Crime and Security Act 2001 in general and Part 8 Section 79 in particular.

(c) The Nuclear Industries Security Regulations 2003

17.5 The Consultant shall take all reasonable steps, by display of notices or by appropriate other means to ensure that all persons employed or engaged on any Services connected with the Contract have notice that the statutory provisions referred to in Clause 17.4 may apply to them and may continue to apply after the completion or earlier termination of the Contract.

17.6 Without prejudice to Clause 17.1 above the Consultant shall comply with the provisions of 0 in relation to Protectively Marked Information. The Consultant shall use only the standard government protective marking system.

17.7 If either Party reasonably incurs costs to which it would not otherwise be liable due to the other Party's failure to comply with any applicable law rule or regulation having the force of law, the amount of such costs shall be reimbursed by the other Party.

18  SECURITY CLEARANCE

18.1 Where the Consultant is required to have access to any Protectively Marked Information and/or the NDA IT system, then all personnel of the Consultant and of any of its sub-contractors who may access the same, shall be subject to vetting by the OCNS through the NDA Security Manager prior to commencing any Services under the Contract.
18.2 The vetting process shall include taking up references, verification of the Consultant's and each relevant person's identity and the completion and processing of a Criminal Records Declaration form issued by NDA in respect of such persons as NDA shall require.

18.3 To assist with the process, the Consultant shall produce passports or provide other acceptable documents of identity for relevant personnel.

18.4 Where for any reason any member of the personnel fails to obtain the necessary security clearance required under Clause 18 the Consultant shall nominate such other person(s) as may be required as a replacement. Such replacement shall be subject to the approval of NDA (in accordance with Clause 4). It is the Consultant's responsibility to ensure that sufficient members of the Named Personnel and any other relevant personnel referred to in this Clause 18 obtain the security clearance necessary to enable the Consultant to fully discharge its obligations under the Contract. If the Consultant is unable to do so within a reasonable time following the award of the Contract, then NDA may, without liability, by notice in writing immediately terminate the Contract.

19 SECURITY AUDIT

19.1 If the Consultant is already Government sponsored then a Security Aspects letter (SAL) will be agreed with the relevant Head of Security. All other Consultants bidding for NDA work involving sensitive confidential information including Protectively Marked Information will be required to undergo a pre-contract security inspection by the NDA Security Manager.

19.2 For contracts that will process up to RESTRICTED information, NDA Security will determine whether the appropriate security standards are met or whether any improvements are required and the SAL will be issued or not as the case may be. For contracts that will process information above RESTRICTED, then the Office for Civil Nuclear Security (OCNS) will determine the security requirements and the issue of a Security Aspects letter will be dependent upon subsequent receipt of OCNS approval.

19.3 NDA reserves the right to conduct security audits at any time to satisfy itself that security standards are being maintained by the Consultant.

20 RESTRICTION ON COMPUTER SYSTEMS

20.1 Protectively Marked Information supplied by NDA or produced by the Consultant for NDA must only be processed on a system which has been accredited by NDA (for RESTRICTED information) or OCNS (for above RESTRICTED).

21 PRICE AND PAYMENT

21.1 In consideration of the proper performance of the Services to the satisfaction of NDA, the Consultant shall be paid the Contract Price (by way of stage payments or otherwise) as detailed in the Contract Letter. Within 30 days of completion of the Services the Consultant shall prepare and submit to NDA a statement of final account for all Services performed (and not already paid for by way of stage payments) under the Specification.

21.2 Unless otherwise agreed in writing the rates and or prices detailed in the Contract are fixed for the duration of the Contract.

21.3 The NDA reserves the right to increase the Contract Price once within the each extension to the Contract Term (as outlined in the Contract Letter).

21.4 The Consultant shall not be entitled to charge for the provision of any Services that commenced prior to the issue of a Purchase Order in respect of those Services or that do not constitute Services agreed within the Contract.
21.5 In the case of time charged work, each invoice shall be supported by a statement of the names and times expended by each of the Named Personnel engaged in the Services and any associated travel, accommodation and subsistence, expenses or other agreed charges. Hours worked on any NDA premises shall be supported by a timesheet signed by the NDA Nominated Representative.

21.6 NDA shall, subject to Clause 21.9, reimburse all necessary and reasonable expenses incurred in the execution of the Contract, provided such expenses are either expressly authorised in the Contract Letter or incurred with the prior approval of the NDA Nominated Representative and in each case are accompanied by auditable evidence of the actual costs incurred.

21.7 Invoices must be signed by the Project Manager, bear the correct coding specified in the Contract Letter/Purchase Order, and shall be submitted by the Consultant to NDA's Accounts Payable Department and marked for the attention of The HQ Finance Manager. A copy of the invoice (marked 'copy') together with a statement detailing costs accrued under the Contract shall also be sent at the same time to the NDA Nominated Representative. Subject to the NDA Nominated Representative's approval that the Services have been executed satisfactorily (or Services completed to date in the case of a stage payment) and the NDA Budget holder, payment shall be made by NDA by BACS within 30 days following receipt of a properly submitted invoice. If the invoice or any part of an invoice is disputed or subject to question, payment of the remaining amount, if any, will be made subject to the submission by the Consultant of a credit note for the amount in dispute/question.

21.8 The charges and expenses are to be shown net on the Consultant's invoice(s). VAT where chargeable shall be added at the prevailing rate as applicable and will be reimbursed to the Consultant by NDA providing the Consultant includes, as applicable, copies of all the original relevant invoices subject to receipt of a valid VAT invoice bearing a valid VAT number. Where the Consultant is VAT registered, any VAT recoverable by the Consultant from HMRC on expenses being recharged must not be charged to NDA i.e. they must be invoiced to NDA net of VAT.

21.9 In no circumstances shall the Consultant be entitled to charge NDA in aggregate (including all fees and expenses) in excess of the Limit of Liability or the fixed price (as the case may be) for the Contract.

21.10 If any payment properly due and payable by NDA to the Consultant is overdue, to the extent that it is not the subject of a bona fide dispute between the Parties, interest may be charged at an annual rate of 2% above the Bank of England base rate from time to time applicable until the sum due is paid. The payment of such interest shall be the Consultant's sole remedy for late payment, and the Consultant shall not be entitled to suspend or otherwise vary its performance of the Services for non-payment by NDA unless any material sum not in dispute is more than 6 months overdue.

21.11 Without prejudice to any other rights or remedies of NDA, where it considers at any time within 12 months from performance/delivery that any part or the whole of the Services or any Deliverable has not been performed or delivered in all material respects in accordance with the Contract then NDA may apply such reduction to the Contract Price as it considers reasonable in the circumstances (a "Price Correction"). If an invoice has already been issued by the Consultant relating to any element of the Service or Deliverable concerned then if so directed by NDA it shall promptly issue a credit note for the amount of the Price Correction. NDA may set-off the amount of any Price Correction (and any other monies owed by the Consultant to NDA) against any monies payable to the Consultant from time to time.

21.12 Wherever under the Contract any sum of money is recoverable from or payable by the Consultant (including any sum which the Consultant is liable to pay to the Client in respect of any breach of the Contract), the Client may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Consultant under the Contract or under any other agreement or contract with the Client.
21.13 For Limit of Liability Work, if it appears to the Consultant at any time that the Services are not likely to be completed within the Limit of Liability then the Consultant shall immediately advise NDA accordingly, giving in writing the reason(s) for this and its best estimate of the additional cost to complete the Services. In such circumstances or if NDA at any time reasonably considers that the Services are not likely to be completed within the Limit of Liability, NDA may in its discretion:

(a) vary the Specification or so that the Services may be completed within the Limit of Liability; and/or
(b) increase the Limit of Liability; or
(c) terminate the Contract.

21.14 Where the Consultant enters into a sub-contract with a supplier, consultant or contractor for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Consultant to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.

22 ANNOUCEMENTS AND PUBLICATIONS

22.1 The Consultant may advertise or publicly announce that it is undertaking services for NDA but shall not disclose any Protected Information, provided that at least 1 week prior to any such announcement the Consultant shall notify NDA of its contents and provide such other details as NDA may reasonably request and that the Consultant will make any changes to the announcement as NDA reasonably requires. If NDA considers, in its absolute discretion, that any particular announcement should not be issued by the Consultant concerning the Contract, NDA or the Services then it shall direct the Consultant accordingly who, except for any legal requirement to make a disclosure, shall comply with such direction.

22.2 All enquiries from the press in connection with the Services shall be referred to the NDA Nominated Representative.

22.3 The Consultant shall at all times in connection with the Services exercise particular courtesy and care in dealing with the public.

22.4 NDA encourages the publication by the Consultant, its sub-contractors or the Named Personnel which is in the public interest of relevant aspects of matters arising from the Services in appropriate academic journals and/or other reputable publications, conference papers and/or presentations. The Consultant shall give NDA as much notice as is reasonably practicable of an intention to create or issue such a publication. As early as possible, but not less than 1 month prior to the submission of such a publication to any third party, the Consultant shall procure that NDA receives a copy of the same for its prior approval (not to be unreasonably withheld or delayed). Unless and until NDA gives its written approval the Consultant shall ensure that no part or the whole of any such intended publication is disclosed to any third party.

22.5 The Consultant shall impose equivalent obligations as are set out in this Clause 22 on its sub-contractors.

23 ACCESS AND SAFETY PRECAUTIONS

23.1 NDA shall afford to the relevant Named Personnel of the Consultant at all reasonable times and with prior agreement, such access to NDA premises (but not necessarily sole access) as may be necessary for inspection purposes and/or for the performance of the Services, provided always that the NDA Nominated Representative shall have the right to refuse to admit to, or order the removal from, NDA’s premises any person employed by or acting on behalf of the Consultant or sub-contractor who, in the
reasonable opinion of the NDA Nominated Representative (whose decision shall be final) is not a fit and proper person to be on NDA premises or who fails to fully comply with the provisions of Clause 23.3. Unless otherwise stated in writing by the NDA Nominated Representative such person shall immediately cease to be a member of the Named Personnel (and the Consultant shall promptly propose a replacement for approval by NDA). Action taken by NDA under this Clause shall promptly be confirmed in writing to the Consultant by the NDA Nominated Representative and shall not relieve the Consultant of any of its obligations under the Contract.

23.2 The Consultant must take all practicable measures to ensure that, in the performance of the Services, he does not interfere with NDA's (or any of NDA's customers') operations, nor the convenience of, nor endanger the health or safety of, himself, his sub-contractors, NDA's (or any of NDA's customers') employees or Consultants present on any of NDA's (or any of NDA's customers') premises or the public or cause any adverse environmental effect on premises for which NDA is responsible.

23.3 The Consultant shall ensure that all Named Personnel and any other person performing any part of the Services (including all relevant employees of all sub-contractors) at all times when on or in the vicinity of NDA's (or any of NDA's customers') premises fully comply with all relevant safety regulations applying in the United Kingdom, the NDA Site Rules and any other policies relating to health, safety and security that NDA may issue from time to time and which it may notify to the Consultant.

23.4 The Consultant shall ensure that equivalent provisions to those in this Clause 23 are included in all sub-contracts in relation to the Services.

23.5 The Consultant and NDA shall communicate effectively to ensure adequate relevant information is exchanged in pursuance of Clauses 23.1 to 23.4.

24 **FINANCIAL AUDIT**

24.1 The Consultant and its sub-contractors and suppliers engaged in connection with the Services shall maintain full, true and accurate sets of accounts and records in connection with the Services and all transactions related to them in accordance with generally accepted accounting principles in the United Kingdom. All such accounts and records shall be retained by the Consultant and the sub-contractors for a period of not less than 6 years after the completion or termination of the Contract.

24.2 NDA and any Relevant Authority (and/or their authorised representatives) shall have the right to audit at the Consultant's address (shown in the Contract Letter) all the books, accounts and records of the Consultant related to the financial management of the Contract at any time during the Contract and for a period of 6 years after the completion or termination of the Contract, on giving not less than 1 week's notice. This right of audit shall not apply to the make up of the agreed rates for Named Personnel or of any fixed price paid for by NDA except to the extent that NDA requires to audit records of wages paid to staff, the Consultant shall provide such information in a form which complies with relevant legislation, in particular in relation to data protection.

24.3 The Consultant shall make all relevant books and accounts and records available and shall give NDA (or its authorised representatives) all reasonable assistance in undertaking any audit under this Clause 24.

24.4 The Consultant shall permit NDA and any Relevant Authority (including their authorised representatives) reasonable access at all times to the premises at which any part of the Services are being performed for the purpose of review and audit of the number, categories and qualification and experience of the Named Personnel (and any other persons involved on the performance of any part of the Services).
24.5 In addition to NDA's rights identified elsewhere in this Clause 24, NDA and any Relevant Authority shall have the right to audit of the books, accounts and records of sub-contractors and Consultants performing any part of the Services.

24.6 If, as a result of any audit, it is found that any incorrect payments have been made by NDA then such incorrect payments shall be adjusted in accordance with the findings of the audit.

25 MANAGEMENT SYSTEMS AUDIT

25.1 Without prejudice to Clause 24, the Consultant shall permit NDA and any Relevant Authority (including their authorised representatives) reasonable access at all times to the premises (including those of any sub-contractor) at which any part of the Services are being performed for the purposes of inspecting, monitoring and/or auditing the Consultant's performance of the Contract including, without limitation, compliance with the quality, safety and environmental requirements of the Contract.

25.2 The Consultant shall ensure that equivalent provisions to those in Clause 24 and this Clause 25 are included in all contracts it shall enter into with its sub-contractors or Consultants who supply labour, equipment or materials in respect of any part of the Services.

26 RETENTION OF RECORDS

26.1 The Consultant shall comply at all times with the data handling review and Cabinet Office guidelines with respect to managing information risk in relation to the retention of records in connection with the Services.

27 CORRUPT GIFTS AND PAYMENTS OF COMMISSION

27.1 The Consultant shall not receive or agree to receive from any person, or offer or agree to give to any person, or procure for any person any gift or consideration of any kind as an inducement or reward for doing or not doing anything, or for showing favour or disfavour to any person in relation to the Contract.

27.2 The Consultant shall not conspire with any person to do any of the acts mentioned in Clause 27.1.

27.3 Any:

(a) breach by the Consultant of this Clause; or

(b) commission of any offence by the Consultant under the Prevention of Corruption Acts 1889 to 1916 in relation to this or any other contract;

shall entitle NDA to immediately terminate the Contract and recover from the Consultant the amount of any loss resulting from such termination and recover from the Consultant the amount of value of any such gift, consideration or commission.

28 CONFLICTS OF INTEREST

28.1 The Consultant shall take appropriate steps to ensure that neither the Consultant nor any Staff are placed in a position where, in the reasonable opinion of the Client, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Consultant and the duties owed to the Client under the provisions of the Contract. The Consultant will disclose to the Client full particulars of any such conflict of interest which may arise.

28.2 The Client reserves the right to terminate the Contract immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the Client, there is or may be
29 \textbf{NOTIFICATION OF CLAIMS AND OBLIGATIONS IN RELATION TO RELEVANT AUTHORITIES}

29.1 Without prejudice to the other provisions of the Contract, the Consultant shall notify NDA as soon as practicable on becoming aware of any threatened, potential or actual claim from any third party in relation to any matter connected with the Contract, a Deliverable or the Services. On request from NDA, the Consultant shall make full disclosure of all facts pertaining to the threatened, potential or actual claim.

29.2 The Consultant shall provide promptly to NDA (or if directed by NDA, to any Relevant Authority) such information as NDA or any Relevant Authority may reasonably request in connection with the Contract, any Deliverable and / or the Services.

29.3 Without prejudice to the other provisions of the Contract the Consultant shall take such steps and do or refrain from doing all such things in addition to its obligations under the other provisions of the Contract as NDA may reasonably require from time to time to enable NDA to comply with its obligations to or the directions of any Relevant Authority.

30 \textbf{CO-OPERATION WITH OTHER CONSULTANTS}

30.1 From time to time the Consultant may be required to work in co-operation with other Consultants. This may entail working in the capacity of task leader or as a subordinate to the task leader.

30.2 When working as task leader the Consultant will actively manage the provision of Services from each sub-contractor as directed by NDA.

30.3 When working as a subordinate the Consultant shall fully support the task leader in the execution of the Services.

31 \textbf{LIABILITY AND INDEMNITY}

31.1 Except to the extent of losses, injuries or damage resulting directly from any act, default or negligence of NDA the Consultant shall indemnify and keep indemnified NDA against all actions, claims, demands, proceedings, damages, costs, charges and expenses (including losses or claims for injuries or damage to any person or property), which may arise out of or in consequence of the performance or non-performance of the Services including in connection with any negligence or breach of contract committed by the Consultant (including any of the Named Personnel or sub-contractors or any other person engaged in the performance of any part of the Services).

31.2 Without prejudice to Clause 12 above, neither Party shall be liable to the other for consequential loss or damage.

32 \textbf{INSURANCE}

32.1 Without prejudice to the Consultant's liability to indemnify NDA under Clause 31.1 above, the Consultant shall insure and keep insured his liability:

(a) for a sum not less than £5,000,000 for any one occurrence in respect of employer's liability;

(b) for a sum not less than £10,000,000 for any one claim in respect of public liability;
(c) for a sum of not less than £1,000,000 for each claim under an appropriate policy of professional indemnity insurance for a period of at least 6 years after the completion of the Services in relation to a failure to exercise the proper standards of professional duty required under the Contract (including, without limit, under Clause 10) provided that such cover is available at a reasonable rate within the market; and

(d) otherwise as required by law to such level of cover as NDA may reasonably require.

32.2 Promptly following any request from NDA, the Consultant shall provide to NDA satisfactory evidence that the policies of insurance required under this Clause 32 have been effected and maintained in force.

33 TERMINATION

33.1 Either Party may immediately terminate the Contract without payment of compensation or other damages caused to the other Party solely by such termination by giving notice in writing to the other Party if any one or more of the following events happens:

(a) the other Party commits a material breach of any of its obligations under the Contract which is incapable of remedy;

(b) the other Party fails to remedy, where it is capable of remedy, or persists in any breach of any of its obligations under the Contract (save as to payment) after having been required in writing to remedy or desist from such breach within a period of 30 days;

(c) any undisputed sum payable under the Contract is not paid within 6 months of its due date for payment in accordance with the Contract;

(d) the other Party shall become insolvent or bankrupt or have a receiving order or administrative order made against it or compound with its creditors or being a corporation commence to be wound up not being a members' voluntary winding up for the purposes of reconstruction or amalgamation, or carry on its business under an administrator or administrative receiver for the benefit of its creditors or any of them.

33.2 NDA shall be entitled to terminate the Contract at any time on giving 1 month's notice in writing. Following any termination pursuant to this Clause 33.2 the Consultant shall be entitled to such payments as have, at the date of termination, accrued to the Consultant in accordance with the Contract.

33.3 The Consultant shall notify the Client immediately if the Consultant undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988 (“change of control”). The Client may terminate the Contract by notice in writing with immediate effect within six months of:

(a) being notified that a change of control has occurred; or

(b) where no notification has been made, the date that the Client becomes aware of the change of control,

but shall not be permitted to terminate where an approval was granted prior to the change of control.

33.4 The termination of the Contract shall be without prejudice to the rights and remedies of either Party which may have accrued up to the date of such termination.
34 CONSEQUENCES OF TERMINATION

34.1 Upon termination of the Contract for any reason whatsoever:

(a) (subject to Clause 33.4 above) the relationship of the Parties shall cease and any rights or licences granted by NDA under or pursuant to the Contract shall cease to have effect save as (and to the extent) expressly provided for in this Clause 34;

(b) the provisions of Clauses 10 (Warranties), 11 (Intellectual Property), 12 (Intellectual Property Indemnity), 14 (Confidentiality), 17 (Compliance with Laws), 22 (Announcements and Publications), 24 (Audit), 26 (Retention of Records), 31 (Liability and Indemnity), 32 (Insurance), 34 (Consequences of Termination), 39 (Dispute Resolution), 40 (Routine Communications and Formal Notices), 0 (General) and any provision which expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect;

(c) Upon termination of the Contract for any reason whatsoever the Consultant shall immediately return to the NDA (or, if the NDA so requests by notice in writing, destroy) all property of NDA in the Consultant’s possession or control at the date of termination, including all records required to be kept in accordance with Clause 26, any data processed in accordance with Clause 15, all of its Protected Information and Equipment together with all copies of the same and shall certify that it has done so

(d) NDA shall have the right, by prior notice to the Consultant, to enter their premises at any time for the purpose only of removal of any items of NDA’s Protected Information or Equipment or any records required to be kept in accordance with Clause 26.

35 PERSONNEL/TUPE

35.1 Nothing in this Agreement or the performance of the Consultant's obligations under it shall render any individual employed or engaged in the performance of the Consultant's obligations under this Agreement an employee or worker of NDA. The Consultant will be responsible for any income tax, national insurance contributions and/or social security charges or similar statutory payments in relation to any person employed or engaged in the performance of the Consultant's obligations under this Agreement and will ensure that they are deducted and/or paid to the relevant authorities. In addition, the Consultant shall be responsible for all employment law or other obligations with regard to its employees, workers, agents and sub-contractors or other persons engaged or involved in the performance of its obligations under this Agreement including but not limited to any obligations relating to the payment of salaries, benefits and/or fees, working time, holiday, sickness, maternity, paternity and parental rights.

35.2 Notwithstanding the previous sub-clause, the Consultant shall indemnify NDA against all and any costs, expenses, liabilities, damages and losses arising out of any claim, demand, action or proceeding made or brought by any person employed or engaged in the performance of the Consultant's obligations under this Agreement which arises as a result of him asserting that he is or was an employee or worker of NDA or which arises or is alleged to arise out of any act or omission of the Consultant (or any of its sub-contractors). The Consultant shall further indemnify NDA against any liability for income tax or national insurance contributions or penalties or interest thereon which may be found due from NDA in respect of any such person.

35.3 The Consultant shall indemnify NDA (for itself and any Future Service Provider) and hold them harmless against all and any costs, expenses, liabilities, damages and losses arising out of any claim, demand, action or proceedings made or brought against NDA and/or any Future Service Provider by virtue of the operation or alleged operation of TUPE in connection with the commencement or termination of the Contract or of the provision of any of the Deliverables or Services by or in respect of
36 **FORCE MAJEURE AND NDA DELAY**

36.1 If either Party is affected by Force Majeure it shall immediately notify the other Party in writing of the matters constituting the Force Majeure and shall keep that Party fully informed of their continuance and of any relevant change of circumstances whilst such Force Majeure continues.

36.2 The Party affected by Force Majeure shall take all reasonable steps available to it to minimise the effects of Force Majeure on the performance of its obligations under the Contract.

36.3 Save as provided in Clause 36.4 below Force Majeure shall not entitle either Party to terminate the Contract and neither Party shall be in breach of the Contract, or otherwise liable to the other, by reason of any delay in performance, or non-performance of any of its obligations due to Force Majeure.

36.4 If the Party affected by Force Majeure fails to comply with its obligations under Clauses 36.1 and 36.2 above then no relief for Force Majeure, including the provisions of Clause 36.3 above, shall be available to it and the obligations of each Party shall continue in force.

36.5 If the Force Majeure continues for longer than 3 months, either Party may at any time whilst such Force Majeure continues immediately terminate the Contract by notice in writing to the other.

36.6 If, after the date of the Contract, the Consultant demonstrates that it has been materially delayed or impeded in performing the Services by any act or omission of NDA and providing the Consultant shall without delay have notified NDA in writing of such delay or impedance, the NDA Nominated Representative shall promptly grant the Consultant in writing such extension of time as may be reasonable for the completion of the Services (or the affected part of them) and the relevant Delivery Date(s) and/or the Completion Date shall be amended accordingly.

37 **RESTRICTION ON RECRUITMENT**

37.1 Neither Party shall, without the prior written consent of the other Party, attempt to employ the employees of the other Party directly or indirectly during the term of the Contract and for a period of three months after its completion or termination.

37.2 Neither Party shall be in breach of the restriction in Clause 37.1 merely because any employee of either Party responds to any advertisement placed by or on behalf of the other Party in the media (and any response to which by any such employee may be treated in an identical manner to any other response received following the advertisement).

38 **ASSIGNMENT, SUB-CONTRACTING AND NOVATION**

38.1 The Contract is personal to the Consultant. The Consultant shall not assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Contract without the prior written approval of NDA. Any person named as an Approved Sub-contractor in the Contract Letter or the Specification shall deemed to have been approved in writing by NDA as a sub-contractor for the purposes of this Clause 38.1 for the scope of work contemplated by the Parties when such approval was given.
38.2 The approval of any sub-contractor by NDA or the appointment of any sub-contractor in connection with the Services will not relieve the Consultant of any of his obligations or liabilities under the Contract and the Consultant shall be liable for all the acts and omissions of any sub-contractor.

38.3 In connection with any restructuring of any part or the whole of the business or operation of NDA, NDA may at any time assign, novate or otherwise transfer the benefit and burden of the Contract to any other person provided that in the reasonable view of NDA such person is of sufficient standing to be able to discharge NDA's responsibilities under the Contract. In such circumstances the Consultant, promptly following NDA's request, shall execute all further deeds and documents as NDA may require to give effect to such assignment, novation or transfer on terms acceptable to NDA.

39 DISPUTE RESOLUTION

39.1 In the event of a dispute arising out of or in connection with the Contract the Parties will in good faith refer that dispute to the decision of a senior executive of NDA and a senior executive of the Consultant (or such other persons as the Parties may have respectively designated for the purpose by notice to the other).

39.2 If 30 days after any referral shall have been made pursuant to Clause 39.1 above the Parties shall remain in disagreement, the Parties will in good faith seek to resolve that dispute by using an alternative dispute resolution (“ADR”) method acceptable to both Parties before pursuing any other remedies available to them.

39.3 If the matter is not resolved by an ADR method within 60 days of the initiation of such a procedure, the Parties will be free to pursue their remedies without reference to this Clause 39.

39.4 Nothing in this Clause 39 should prevent either Party seeking a preliminary injunction or other judicial relief at any time if within its judgement such act is necessary to prevent irreparable damage.

40 ROUTINE COMMUNICATIONS AND FORMAL NOTICES

40.1 The Parties agree that, unless either Party otherwise notifies the other Party in writing, all routine correspondence and communications between the Parties may be undertaken by e-mail to the relevant addresses of the relevant personnel of each Party as notified to the other from time to time. Except to the extent provided for in this Clause 40.1 all communications and notices shall be served in accordance with the remaining provisions of this Clause 40.

40.2 Every notice to be served pursuant to the Contract shall be in writing and may be served by personal delivery, by post or fax to the following address (as the case may be) of the party to be served and marked for the attention of the following person:

(a) in the case of NDA Harwell:
address: The Nuclear Decommissioning Authority
Curie Avenue
Harwell
Didcot
Oxfordshire
OX11 0RH
fax: 01925 802947
attention: NDA Nominated Representative (as specified in the Contract Letter)
(b) in the case of NDA Head Office:

address: The Nuclear Decommissioning Authority
         Herdus House
         Westlakes Science and Technology Park
         Moor Row
         Cumbria
         CA24 3HU

fax: 01925 802039
attention: NDA Nominated Representative (as specified in the Contract Letter)

(c) in the case of the Consultant, for the attention of the Project Manager at the address specified in
the Contract Letter,

or to such other address and marked for the attention of such other person as that Party shall most
recently have notified the other party as its address for the service of notices or (as the case may be) the
person for whose attention notices should be marked.

40.3 Any notice served in accordance with Clause 40.2 shall be deemed to have been duly served:

(a) in the case of personal delivery, upon actual delivery to the correct address;

(b) in the case of service by post, 2 working days after posting the same in a correctly addressed and
stamped envelope sent by first class post;

(c) in the case of transmission by fax between 9.00 am and 4.00 pm on a working day, upon the
completion of transmission to the correct number but otherwise at 9.00am on the working day
following such transmission and in each case provided that such transmission is confirmed in
writing posted in accordance with Clause 40.3(b) to the relevant person's address within 24 hours
of facsimile transmission.

41 TRANSPARENCY

41.1 In order to comply with the Government’s policy on transparency in the areas of procurement and
contracts the Contractor agrees that the Contract and the tender documents issued by the Authority
which led to its creation will be published by the Authority on a designated web site.

41.2 The entire Contract and all the tender documents issued by the Authority will be published on the
designated web site save where to do so would disclose information the disclosure of which would:

a) contravene a binding confidentiality undertaking;

b) be contrary to regulation 43 of the Public Contracts Regulations 2006; or

c) in the reasonable opinion of the Authority be prevented by virtue of one or more of the exemptions in
the Freedom of Information Act 2000 or one or more of the exceptions in the Environmental

41.3 If any of the situations in Condition 41(2)apply, the Contractor consents to the Contract or tender
documents being redacted by the Authority to the extent necessary to remove or obscure the relevant
material and being published on the designated website subject to those redactions.
41.4 In Condition 41(1) the expression “tender documents” means the advertisement issued by the Authority seeking expressions of interest, the pre qualification questionnaire and the invitation to tender and the contract includes the Contractor’s proposal.

42 MONITORING AND MANAGEMENT INFORMATION

42.1 Where requested by the Authority, the Contractor shall supply to the Authority and to the Office of Government Commerce (OGC) such information and advice relating to the management of the Contract as the Authority or OGC may require.

42.2 The information and advice referred to in Condition 42(1) may include, but is not limited to, the following: Line Item Amount, Invoice Line Description, Invoice Line Number, Currency Code, Order Date, VAT Inclusion Flag, VAT Rate, List Price, Number of Items, Unit of Purchase Quantity, Price per Unit, Supplier Service Code, Service description and/or name, UNSPSC Code, Taxonomy Code and/or Name, Geographical, Project Code, Project description, Project Start Date, Project Delivery Date (Estimate and Actual), Total project cost and Project Stage.

42.3 The information referred to in Condition 42(1) shall be supplied in such form and within such timescales as the Authority or OGC may reasonably require.

42.4 The Contractor agrees that the Authority may provide OGC with information relating to the Services procured and any payments made under the Contract.

42.5 Upon receipt of the information supplied by the Contractor in response to a request under Condition 42(1) or receipt of information provided by the Authority to OGC under Condition 42(4) the Authority and the Contractor hereby consent to OGC:

(a) storing and analysing the information and producing statistics; and

(b) sharing the information or any statistics produced using the information, with any other Contracting Authority.

42.6 In the event that OGC shares the information provided under Condition 42(1) or 42(3) in accordance with Condition 42(5) b), any Contracting Authority (as defined in regulation 3 of the Public Contracts Regulations 2006) receiving the information shall be informed of the confidential nature of that information and shall be requested not to disclose it to any body which is not a Contracting Authority (unless required by law).

42.7 The Authority may make changes to the type of information which the Contractor is required to supply and shall give the Contractor at least one calendar month’s written notice of any such changes.

43 GENERAL

43.1 Relationship of Parties

Neither Party shall represent itself as the agent of the other Party for any purpose whatsoever except as may be expressly provided for elsewhere in the Contract. Neither Party shall have the authority to create or to assume any obligations of any kind (whether expressed or implied) for or on behalf of the other Party. Nothing in the Contract constitutes or is deemed to constitute a partnership or a joint venture between the Parties for any purpose whatsoever.
43.2 Waiver

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

43.3 Severability

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

43.4 Further Assurance

The Parties undertake to do such other acts and things and procure the execution of all such further documents as are necessary to give effect to the provisions of the Contract.

43.5 Entire Agreement and Precedence

The Contract constitutes the entire agreement between the Parties in relation to the subject matter of the Contract and supersedes and cancels any previous agreements, commitments, promises, representations and undertakings (whether or not in writing) except that this clause shall not exclude liability in respect of any fraud or fraudulent misrepresentation. If there is any conflict between any of the documents comprising the Contract each such document shall prevail in the following order of priority:

(i) the Contract Letter;
(ii) the Conditions;
(iii) the Specification;
(iv) the Consultant's Written Proposal; and
(v) any other document expressly incorporated in the Contract.

43.6 Amendment

The Contract shall not be amended or modified in any manner other than by an instrument or instruments in writing duly signed by or on behalf of the Parties which, in the case of NDA, shall be the NDA Nominated Representative.

43.7 Rights of Third Parties

For the purpose of section 1(2) Contracts (Rights of Third Parties) Act 1999 the Parties state that they do not intend any term of the Contract to be enforced by any third party.

43.8 Costs and Expenses

Each Party shall bear its own costs and expenses incurred in connection with the preparation and execution of the Contract.
43.9 Ambiguities and inconsistencies

The NDA or the Consultant notifies the other as soon as either becomes aware of an ambiguity or inconsistency in or between the documents which are part of this contract. The NDA gives an instruction resolving the ambiguity or inconsistency.

43.10 Illegal and Impossible Requirements

The Consultant notifies the NDA as soon as he considers that the scope requires him to do anything which is illegal or impossible. If the NDA agrees, he gives instruction to change the scope appropriately.

43.11 Governing Law and Jurisdiction

The Contract shall be construed in accordance with and governed by English law and subject to the exclusive jurisdiction of the English courts.
Schedule 1

**Freedom of Information & Environmental Information Regulations**

1 **APPLICABLE PROVISIONS**

1.1 If the Consultant is a public authority or other body which is subject to the requirements of FOIA and / or EIR then the provisions in paragraph 3 in this Schedule below shall apply.

1.2 If the Consultant is not a public authority or other body which is subject to the requirements of FOIA and / or EIR then the provisions in paragraph 2 in this Schedule below shall apply.

1.3 In this Schedule:

   (a) "Requests for Information" (which shall include any apparent requests for information under FOIA or EIR) has the meaning given to it in FOIA; and

   (b) "Information" has the meaning given to it in FOIA;

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

2.1 The Consultant acknowledges that NDA is subject to the requirements of FOIA and EIR and shall assist and cooperate with NDA (at the Consultant's expense) to enable NDA to comply with the Information disclosure requirements.

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

   (a) transfer any Requests for Information relating to NDA or connected with the provision of the Services or the Contract as soon as practicable after receipt and in any event within 2 business days of receiving a Request for Information;

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

   (c) provide all necessary assistance as reasonably requested by NDA to enable it to respond to a Request for Information within the time for compliance set out in section 10 of FOIA or regulation 5 of EIR (as the case may be).

2.3 NDA shall be responsible for determining at its absolute discretion whether any Information:

   (a) is exempt from disclosure in accordance with the provisions of FOIA or EIR;

   (b) is to be disclosed in response to a Request for Information, and in no event shall the Consultant respond directly to any Requests for Information unless expressly authorised to do so by NDA.

2.4 The Consultant acknowledges that NDA may, acting in accordance with the Secretary of State for Constitutional Affairs’ Code of Practice on the discharge of public authorities’ functions under Part 1 of FOIA, be obliged under FOIA or EIR to disclose Information:

   (a) without consulting the Consultant; or

   (b) following consultation with the Consultant and having taken its views into account.
2.5 The Consultant shall ensure that all Information produced in the course of the Contract or relating to the Contract is retained for disclosure and shall permit NDA to inspect such records as requested from time to time.

2.6 The Consultant acknowledges that any information identified by the Consultant as provided in confidence pursuant to Clause 14 of the Contract is of indicative value only and that NDA may nevertheless be obliged to disclose the same in accordance with Clause 2.4.

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

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

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

   (a) transfer any Requests for Information to the other party as soon as practicable after receipt and in any event within 2 business days of receiving a Request for Information;

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

   (c) provide all necessary assistance as reasonably requested by the other party to enable that other party to respond to a Request for Information within the time for compliance set out in section 10 of FOIA or regulation 5 of EIR (as the case may be).

3.3 Where a party receives any Requests for Information which relate to the Contract, the Services or the other party and which do not fall within the scope of Clause 3.2, it shall notify the other party of the same as soon as practicable after receipt and in any event within 2 business days.

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

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

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

   (a) is exempt from disclosure in accordance with the provisions of FOIA or EIR;

   (b) is to be disclosed in response to any Requests for Information;

3.7 Without prejudice to Clause 3.4, each party acknowledges that any lists or schedules provided by it outlining any Protected Information (including any information identified by the Consultant as confidential pursuant to Clause 13) are of indicative value only and that the other party may nevertheless be obliged to disclose the same in accordance with FOIA and / or EIR.
Protection of RESTRICTED Information

1. Any NDA documents or information bearing a protective marking of RESTRICTED (including those with the Descriptor COMMERCIAL) are to be treated in the manner outlined below. Disclosure of RESTRICTED information must be strictly in accordance with the principle of "Need to Know". It must be confined to those members of the staff whose access to the information is essential for the purpose of their duties; who have the appropriate security vetting clearance and who know, understand and implement the management controls covering RESTRICTED information.

2. The written approval of NDA must be obtained before any documents, information or equipment are released or passed to a foreign Government, organisation, firm or individual.

Personnel Security

3. Employees having access to RESTRICTED information should be warned against divulging it to any unauthorised person and should be informed that the Official Secrets Acts 1911-1989 apply to them.

Transmission of RESTRICTED Information within Company Premises

4. RESTRICTED information should be transmitted within company premises in such a way as to ensure that no unauthorised person has access to it.

Transmission of RESTRICTED Information Outside Company Premises

5. RESTRICTED information may be sent by ordinary first class post in a single envelope. The word RESTRICTED must NOT appear on the envelope. The envelope should bear a company stamp that clearly indicates the full address of the office from which it was sent. Commercial couriers may be used.

6. Subject to paragraph 2 above, RESTRICTED equipment must be moved as quickly as is reasonably possible and precautions taken to ensure that unauthorised persons may not readily gain access.

7. RESTRICTED information must not be sent by Email or via the internet in any way, but can be sent by fax in the United Kingdom if the intended recipient is known to be on hand to immediately receive it.

Transmission Abroad

8. Protectively Marked Information bearing the security protective marking of RESTRICTED and above shall not be processed or stored outside of the United Kingdom and must not be transmitted in any manner outside of the United Kingdom.

Storage

9. When not in use, RESTRICTED information must be stored in locked office furniture e.g. cupboards, filing cabinets etc. The keys are to be properly secured.

Loss

10. Any loss of RESTRICTED information must be reported without delay to the Security Manager (01235 802082) or the NDA Nominated Representative.
Destruction

11 As soon as it is no longer required, RESTRICTED information should be destroyed in such a way as to make its reconstitution very difficult or impossible, e.g. by burning, shredding or tearing into small pieces. Unwanted RESTRICTED information which cannot be destroyed in the manner described above should be returned to NDA.

IT Security

12 Protectively marked information at RESTRICTED level must only be processed electronically on an IT network that has been accredited by NDA or other appropriate UK Government body. Otherwise, the information is to be processed on a stand-alone PC which meets NDA security standards.

13 The highest protective marking of material which may be held or processed on this system is: RESTRICTED

Personnel Security

14 All authorised users of this system must have at least Baseline standard security clearance for the material processed on the system.

15 Passwords are not to be disclosed to another user. Similarly another user is not to be given supervised access to other users IT accounts.

16 Laptop users will maintain a power-on password which is to be different from their system (network) password.

17 Unattended PCs are to be automatically screen locked if the PC has been inactive for 10 minutes.

Physical Security

18 Designated PCs and laptops for use on this contract are not to be used elsewhere without the prior agreement of the contracting authority.

19 When not in use the system and any associated storage media (e.g. floppy discs, removable hard disks etc) must be protected and handled in a manner commensurate with the highest protective marking of material processed on the system.

Information Security

20 The term "document" in this context refers to any information-bearing part of the system and includes floppy discs, CD-ROM, internal non-volatile storage and printer ribbons.

21 All RESTRICTED documents must be clearly protectively marked in the header and footer of every page with the protective marking printed in 16 pt BOLD.

22 Information displayed on the VDU screen must be protected from overlooking by unauthorised persons.

Hardware Security

23 Where equipment belongs to NDA it must be checked before use for obvious signs of tampering. Any suspected problems should be reported to NDA without delay and the equipment should not be used until checked and cleared.
24 All protectively marked material is, where possible, to be removed from the equipment before maintenance engineers are allowed access to it. Unless appropriately security cleared, engineers must be supervised whilst they are working on the equipment. A record must be kept of hardware failures and maintenance work.

25 No item of equipment which may contain protectively marked material may be removed from Consultant's premises for repair without permission from NDA.

26 IT storage media (eg disks etc) which contained or have previously contained RESTRICTED information must be disposed of in compliance with HMG Infosec standard 5 or returned to the NDA.

Software Security

27 Any suspected attack by a virus or other subversive software must be reported to NDA without delay and the system should not be used until a security investigation has been carried out.

General Contract Security Advice

28 Security advice on any aspect of security relating to this contract is available from the NDA Security Manager on 01925 802082.