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Purchase Order Conditions for Works to Plant

(only to be used as an attachment to a Purchase Order)

[Insert Contract Title]

Not to be used without approval from Procurement Operations if:

- 1. greater than £250,000**
- 2. endemic and epidemic defect provisions are required**
- 3. if any part of the works could be construed as construction works**
- 4. reliability periods are required after Acceptance**
- 5. IR35 applies**
- 6. sensitive NR personal data is being processed that in accordance with the DPIA requires additional conditions to be included.**

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Purchase Order Requirements

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CONDITIONS

1 Definitions

In this Agreement:

“Acceptance” means acceptance of an item of Plant as evidenced by the issue of an Acceptance Certificate;

“Acceptance Certificate” means a certificate in the form set out in the Purchase Order Requirements;

“Agreed Rail Industry Period” means each or any of the Client’s thirteen accounting periods in a year commencing on 1st April;

“Client” means Network Rail Infrastructure Limited and its permitted assignees;

“Client Facilities” means those facilities identified in the Purchase Order Requirements which are provided to the Supplier by the Client;

“Client Instructions” means any written instructions issued to the Supplier by or on behalf of the Client;

“Confidential Information” means any information which has been designated as confidential by either Party in writing or that ought reasonably to be considered as confidential, however it is conveyed, including information that relates to the business, affairs, developments, trade secrets, know-how, personnel, affiliates and suppliers (including Sub-Contractors) of either Party, including IPRs, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as “confidential”) or which ought reasonably to be considered to be confidential;

“Contracting Authority” means any contracting authority as defined in Regulation 4 of The Utilities Contracts Regulations 2016;

“Contract Price” means the sum stated in the Purchase Order Requirements as may be adjusted from time to time in accordance with this Agreement;

“Crown” means the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers, government departments, government and particular bodies and government agencies;

“Defect” means any fault in any Plant for which Acceptance has occurred that arises as a consequence of a failure by the Supplier to comply with its obligations under this Agreement, together with the consequences of that fault;

“Defects Liability Period” means for each item of Plant a period of 52 weeks from Acceptance;

“Depot” means a facility managed and operated by the Client as specified in the Purchase Order Requirements;

“Documents” means all plans, drawings, specifications, schedules, reports, records calculations, correspondence and other documents (including any computer software developed by the Supplier to generate them and any design contained in them) prepared or provided by the Supplier in connection with this Agreement;

“Excepted Risks” means loss or damage to the extent that it is due to:

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- (i) the use by the Client, its agents, servants or other contractors (not being employed by the Supplier) of any part of the Works;
- (ii) any fault, defect, error or omission in the design of the Works (other than a design provided by the Supplier pursuant to its obligations under this Agreement);
- (iii) war, invasion, act of foreign enemies or hostilities (whether war be declared or not);
- (iv) civil war, rebellion, revolution, insurrection or military or usurped power;
- (v) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; and
- (vi) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;

“Intellectual Property” means all intellectual and industrial property and all rights therein in any part of the world including, without limiting the generality of the foregoing, any patent, patent application, trade mark, trade mark application, registered design, registered design application, trade name, trade secret, business name, discovery, invention, process, formula, know-how, specification, improvement, technique, copyright, unregistered design right, technical information or drawing including rights in computer software, database rights, topography rights;

“Plant” means the vehicles, vehicle mounted modules, vehicle sub-assemblies or components as described in the Purchase Order Requirements;

“Periods for Completion” means the periods for completion of Works to each of the items of Plant as stated in the Purchase Order Requirements or such periods as may be extended under this Agreement;

“Pricing Document” means the pricing document referred to in the Purchase Order Requirements;

“Sub-Contractor” means any sub-contractor of the Supplier including any sub-contractors of any such sub-contractors;

“Supplier” means the party named in the Purchase Order and its permitted assignees and whose tender is accepted by the Client;

“Supplier Personnel” means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-Contractor engaged in the performance of Supplier obligations under this Agreement; and

“Works” means the works and services to be performed by the Supplier in respect of the Plant as detailed in the Purchase Order Requirements.

2 Supplier Obligations

- 2.1 The Supplier acts in accordance with the health and safety requirements stated in the Purchase Order Requirements.
- 2.2 If the Supplier fails to perform the Works in accordance with this Agreement, the Client is entitled, in addition to any other remedy available to it, by notice to the Supplier to require the Supplier, at no additional cost to the Client, to remedy such breach within any reasonable time stipulated in such notice. If the Supplier does not comply with the notice the Client may employ another person to remedy

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such breach and recover any additional costs incurred (provided that, in an emergency affecting safety, this provision applies without the requirement to give prior notice).

- 2.3 The Supplier and its Subcontractors comply with the security vetting procedures below:
- 2.3.1 Supplier Personnel are subject to pre-employment screening required by law. As a minimum this includes identity verification and UK right to work checks;
- 2.3.2 to control risk to the railway associated with unsupervised access to sensitive information (OFFICIAL-SENSITIVE or above), Critical National Infrastructure sites and associated systems, certain Supplier Personnel may be required to pass additional checks such as employment history check, confirmation of UK residency, disclosure of unspent convictions and National Security Vetting (NSV). Roles that require additional checks are notified to the Supplier by the Client;
- 2.3.3 the Supplier and its Subcontractors do not use Supplier Personnel who are unable to comply with Clauses 2.3.1 and 2.3.2;
- 2.3.4 the Supplier ensures that Supplier Personnel:
- a) that have access to Client infrastructure and premises, complete the Client 'Railway Counter-Terrorism' training,
 - b) that are given a log in to the Client corporate IT system, complete the Client Security on the Railway' training,
- both such training renewed biennially with training records kept by the Supplier for five years and made available to the Client on request. The Client provides the training material at no additional cost to the Supplier.

3 Design of the Works

- 3.1 The Supplier designs the Works as stated in the Purchase Order Requirements.
- 3.2 The Supplier submits the particulars of its design for the Works to the Client for acceptance. The Supplier does not proceed with the relevant work until the Client has accepted the particulars of its design.
- 3.3 Insofar as the design of the Works is comprised in the Purchase Order Requirements, the Supplier warrants and undertakes to the Client that:
- 3.3.1 it exercises the skill and care normally used by professionals providing similar information;
 - 3.3.2 subject to clause 3.3.1, the Works comply with any performance specification included in the Purchase Order Requirements; and
 - 3.3.3 except where this Agreement expressly provides for the use of used or reconditioned materials and goods, the Works comprise only materials and goods which are of new and satisfactory quality.
- 3.4 The warranties and undertakings contained in clause 3 are without prejudice to any warranties implied by common law or statute.

4 Rights of Access and Audit

The Client is provided access upon reasonable notice to the premises of the Supplier and its Sub-Contractors in order to inspect any work, carry out any tests or inspections, ascertain whether the Supplier obligations under this Agreement are being complied with and otherwise for any purpose in connection with the Agreement.

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5 Acceptance

- 5.1 Provided the Works comply with this Agreement, upon offer for acceptance of any item of Plant, the Client issues an acceptance certificate for that item of Plant in the form set out in the Purchase Order Requirements or as otherwise agreed (an "Acceptance Certificate").
- 5.2 The Client is not obliged to accept any item of Plant if a Defect which would adversely affect the Supplier's ability to comply with the Purchase Order Requirements has become apparent in another item of Plant which has been delivered, until such time as the Client is satisfied that the same Defect is not present in the Plant to be accepted, or has been remedied. The Client does not use such Plant other than for any purpose agreed between the Supplier and the Client until issue of an Acceptance Certificate in respect of it.
- 5.3 If by reason of any failure by the Client to issue an Acceptance Certificate in respect of any Plant or an Acceptance Certificate is not issued in breach of this clause 5 then for the purposes of determining Supplier entitlement to payment such certificates are deemed to have been issued on the date on which the relevant certificate should have been issued but for such failure or breach.

6 Risk and Title

- 6.1 Until the issue of an Acceptance Certificate in respect of an item of Plant handed over to the Supplier, the Supplier bears all risk of loss or of damage.
- 6.2 In respect of a new component of Plant including spares provided by the Supplier, title passes to the Client following the issue of an Acceptance Certificate. In the case of existing Client owned items of Plant, title remains with the Client at all times.

7 Client Instructions

- 7.1 If any Client Instruction issued under this Agreement:
- 7.1.1 requires the Supplier to undertake work not provided for in, or to be reasonably inferred from this Agreement; or
- 7.1.2 imposes any additional obligation or restriction or requires the omission of any work or of any obligation or restriction,

then the Client, after consultation with the Supplier and within a reasonable time after the issue of such instruction, ascertains a fair and reasonable adjustment to the Contract Price based on prices or rates included in the Pricing Document and a fair and reasonable extension of time may be granted.

8 Payment

- 8.1 In consideration of the proper performance of the Works, the Client pays the Supplier the part of the Contract Price calculated as follows:
- 8.1.1 the milestone price in respect of each of the items of the Works as identified in the Purchase Order Requirements; and
- 8.1.2 the amount of any changes to the milestone price in accordance with this Agreement.
- 8.2 After completion of each milestone identified in the Purchase Order Requirements, but not more than once per Agreed Rail Industry Period, the Supplier presents to the Client an application stating the total amount due to the Supplier calculated in accordance with the provisions of clause 8.1 and with such supporting documents as may be reasonably required by the Client.

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- 8.3 On or before the expiry of seven days from the date of submission of the Supplier's application under clause 8.2, the Client issues a notice stating the amount due to the Supplier less any amount which may become due to the Client or recoverable by the Client from the Supplier, whether by deduction from the milestone prices under the provisions of this Agreement or otherwise.
- 8.4 The Supplier issues a VAT invoice in the amount stated in the Client notice under clause 8.3 and which includes the correct agreement and purchase order number and is addressed to "Network Rail, Accounts Payable, P.O. Box 4145, Manchester M60 7WZ" or original computer-generated pdf invoices can be emailed to invoices@networkrail.co.uk. The Client issues payment to the Supplier of the amount properly due to the Supplier together with VAT thereon on or before the final date for payment which is twenty one days from the date of receipt of the Supplier's VAT invoice. If the Supplier's invoice does not comply with the requirements of this clause 8.4 the Client is under no obligation to pay the same.

9 Guarantees

- 9.1 The Supplier uses reasonable endeavours to ensure that the benefit of any warranty or guarantee in respect of goods, materials, equipment or plant supplied or procured by it in carrying out the Works extends to the Client. The Supplier does not invalidate such warranties and/or guarantees by its actions.

10 Indemnities and Insurance

- 10.1 The Supplier indemnifies the Client for each and every liability which the Client may incur to any person whatsoever and against all damage, expense, loss, cost, claim or proceedings suffered or incurred by the Client to the extent that the same relates to personal injury or death of any person whomsoever or loss or injury or damage to any property real or personal (other than the Plant to the extent insured by the Supplier under clause 10.3) arising out of or in the course of or caused by the carrying out of the Works to Plant, except to the extent that the same is due to any act or neglect of the Client.
- 10.2 Without prejudice to the Supplier obligation to indemnify the Client under clause 10.1, the Supplier:
- 10.2.1 maintains such insurances as are necessary to cover its liability in respect of personal injury or death arising out of or in the course of or caused by the carrying out of the Works and in respect of injury or damage to property, real or personal (other than the Plant to the extent insured by the Supplier under clause 10.3), arising out of or in the course of or by reason of carrying out the Works. The required insurance cover is as stated in the Purchase Order Requirements for any one occurrence or series of occurrences arising out of one event;
- 10.2.2 the insurance policy referred to in clause 10.2.1 indemnifies the Client in the like manner to the Supplier but only to the extent that the Supplier may be liable to indemnify the Client under the terms of this Agreement.; and
- 10.2.3 the Client and the Supplier notify the other in writing of any claims which they receive in respect of any injury, loss or damage under this Agreement without undue delay.
- 10.3 Without prejudice to the Supplier obligations under this Agreement, the Supplier insures the Plant from the time the Supplier takes custody of the Plant until the Supplier has been issued with an Acceptance Certificate to the full replacement cost plus an additional 10% to cover any additional costs that may arise incidental to the rectification of any loss or damage including professional fees. This insurance covers all loss or damage from whatsoever cause arising other than the Excepted

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Risks. Any amounts not insured or not recovered from insurers whether as excesses carried under the policy or otherwise is borne by the Supplier.

11 Professional Indemnity Insurance

Insofar as the design of any part of the Works is carried out by the Supplier, the Supplier maintains professional indemnity insurance covering any breach of professional duty or any fault error or omission in any advice instruction information design plan formula computer program or specification including, amongst other things, liability hereunder in respect of Defects or insufficiency in design, upon customary and usual terms and conditions prevailing for the time being in the insurance market, and with reputable insurers in an amount not less than the sum specified in the Purchase Order Requirements for a period beginning with the date of this Agreement and ending 6 years after Acceptance of the last item of Plant.

12 Copyright, Intellectual Property, Confidentiality, Photographs and C&AG

- 12.1 The Intellectual Property which the Supplier supplies to the Client in accordance with this Agreement and which the Supplier has created and/or developed for the purposes of performing its obligation under this Agreement (whether created before or during the term of this Agreement, including, without limitation any and all information subsisting or referred to within any technical, operation and/or maintenance manuals) remains vested in the Supplier but the Supplier hereby grants to the Client an irrevocable, perpetual, royalty free non-exclusive licence to copy disclose use adapt and reproduce the Intellectual Property for any purpose whatsoever in connection with the Client's permitted business (including, without limitation for any purposes in connection with completing, operating, maintaining replacing, dismantling, reassembling, repairing, altering and adjusting any goods and/or equipment supplied by the Supplier hereunder). The Supplier further agrees:
- (i) that the Client may grant sub-licences to other persons for the purposes stated in the licence granted above and/or to otherwise assign the benefit of such licence to any third party; and
 - (ii) to the extent that the does not have ownership of the Intellectual Property in any of the materials supplied to the Client, use reasonable endeavours to procure from the Intellectual Property holder a licence in the form set out in the licence above.
- 12.2 The Supplier indemnifies the Client against all loss damage costs and expenses for which the Client is or becomes liable as a result of any infringement or alleged infringement by the Supplier of any third party's intellectual property rights.
- 12.3 The Supplier is not liable for any use of the Intellectual Property for any purpose other than that for which it was originally prepared or supplied by the Supplier.
- 12.4 All information obtained by the Parties in the course or conduct of this Agreement is held confidential and is not divulged by the Parties to any third party save to the extent necessary to effect the execution of the Works, or as otherwise expressly provided for in Clause 12.1, and then only on the basis that the recipient of such information is bound by similar confidentiality obligations to those undertaken by the Parties. The Supplier does not issue any press release or other public document containing or make any public statement containing or otherwise disclose to any other person who is not a party to this Agreement information that relates to or is connected with or arises out of this Agreement or the matters contained in it without the prior written approval of the Client as to its content and the manner and extent of its publication.
- 12.5 The Client has no right to decompile any computer software which forms part of the Intellectual Property licensed to the Client in Clause 12.1 nor does the Client attempt to derive any algorithms,

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techniques or other features of the software or modify or attempt to create any derivative works from the software and any sub-licence granted by the Client similarly applies these prohibitions to the sub-licensee of that computer software.

- 12.6 Nothing in this Agreement prevents the Client disclosing the Supplier's Confidential Information:
- 12.6.1 to the Crown, any other Contracting Authority or any government department. All government departments receiving such Confidential Information are entitled to further disclose the Confidential Information to other government departments on the basis that the information is confidential and is not disclosed to a third party which is not part of the Crown, any Contracting Authority or any government department;
 - 12.6.2 for the purpose of the examination and certification of the Client accounts;
 - 12.6.3 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Client has used its resources; or
 - 12.6.4 for the purpose of using the Supplier's Intellectual Property in accordance with the licence granted to the Client under Clause 12.1 and/or for the purpose of granting sub-licences to other persons in relation to the same.
- 12.7 The Supplier does not take photographs of the Plant and takes reasonable steps to ensure that no such photographs are taken or published or otherwise circulated by any person employed by it, unless the Supplier has obtained the prior written consent of the Client or where the photographs are required to record work activities on the Plant.
- 12.8 The Supplier shall and procures that its Sub-Contractors shall provide such access to its or their books and records as may be required from time to time by the Comptroller and Auditor General of the National Audit Office for the purpose of their audit and examination of the accounts of the Client and its group companies, the Department for Transport and the consolidated set of financial statements for the UK public sector.

13 Assignment and Sub-Contracting

- 13.1 The Client does not assign charge or transfer this Agreement or any of its rights under it without the prior written consent of the Supplier (such consent not to be unreasonably withheld or delayed), provided that the Supplier's consent is not required where it is between the Client and its direct or indirect holding companies and its direct or indirect subsidiaries (within the meaning of s1159 Companies Act 2006).
- 13.2 The Supplier does not assign charge or transfer this Agreement or any of its rights under it without the prior written consent of the Client (such consent not to be unreasonably withheld or delayed).
- 13.3 The Supplier ensures that all Sub-Contractors are paid, in full, within 28 days of receipt of a valid, undisputed invoice. If this does not happen, notwithstanding clause 12, the Client can publish the details of the late payment or non-payment.

14 Commencement and delays in the execution of the Works

- 14.1 The Supplier commences the execution of the Works within the period stated in the Purchase Order Requirements. The Supplier thereafter proceeds with the Works regularly and diligently so that Acceptance is given by the expiry of the relevant Periods for Completion.
- 14.2 An extension of time is granted to the Supplier to the extent that the Supplier demonstrates that the Works are delayed by:

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- 14.2.1 delay, impediment, prevention or default by the Client;
- 14.2.2 occurrence of any of the Excepted Risks;
- 14.2.3 Instruction to which clause 7.3 applies;
- 14.2.4 the exercise after the date of tender by the United Kingdom Government of any statutory power that directly affects the execution of the Works; or
- 14.2.5 the use or threat of terrorism, as defined by the Terrorism Act 2000, and/or the activities of the relevant authorities in dealing with such threat;

provided always that no account is taken of any of the circumstances referred to in clause 14.2 save to the extent that the Supplier:

- 14.2.6 immediately upon it becoming reasonably apparent that the Works are being or are likely to be so delayed, has submitted to the Client a notice specifying the circumstances;
 - 14.2.7 as soon as practicable thereafter, has submitted full and detailed particulars of the expected effects of those circumstances and of the extension of time to which the Supplier considers itself entitled; and
 - 14.2.8 has kept such particulars up-to-date by submitting such further particulars which may be necessary or may be requested by the Client.
- 14.3 As soon as practicable after receipt of all of the particulars referred to in clause 14.2, the Client grants to the Supplier such extension of time to the Periods for Completion affected by such circumstances as it estimates to be fair and reasonable, provided the Supplier is not entitled to any extension of time in respect of any delay attributable to any negligence, omission or default by the Supplier or in any case where the Supplier has not used reasonable endeavours to prevent or reduce such delay.
- 14.4 If the Supplier fails to achieve Acceptance for an item of Plant by the expiry of the relevant Period for Completion, the Supplier is liable to pay the Client liquidated damages calculated at the rate stated in the Purchase Order Requirements for the period from the expiry of the relevant Period for Completion to the date of Acceptance for the relevant item of Plant provided that the Supplier is not obliged to pay liquidated damages in excess of the amount stated in the Purchase Order Requirements. Where liquidated damages have been paid to the Client and the Client subsequently grants an extension of time in accordance with clause 14.3, the Client is liable to repay to the Supplier any liquidated damages to which the Client is no longer entitled.

15 Defect Rectification

- 15.1 During the Defects Liability Period the Client may instruct the Supplier to remedy any Defect. The Supplier forthwith complies with any instructions and at no cost to the Client.
- 15.2 Where it is not reasonably practicable to return an item of Plant which is subject to a Defect to the Depot for rectification the Supplier as quickly as reasonably practicable takes appropriate steps to rectify such Defect at the nearest suitable location.
- 15.3 In the event that an item of Plant becomes disabled as a result of a Defect which occurs during the Defect Liability Period in such a location as to affect or is likely to affect the operations of the Client or the operations of railway services provided by third parties, then the Client may, if it reasonably considers it appropriate, rectify the Defect and the Supplier pays on demand to the Client the reasonable cost of rectification. The Supplier obligations continue to apply despite any action taken by the Client pursuant to this clause 15.

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16 Client Facilities

- 16.1 All of the Client Facilities or other property issued, made available or supplied in connection with this Agreement by or on behalf of the Client remains the property of the Client and are only used by the Supplier for the purposes of this Agreement.
- 16.2 The Client makes available to the Supplier the Client Facilities at the times and subject to the conditions set out in the Purchase Order Requirements and subject to any temporary disrepair or mechanical breakdown. The Supplier returns the same to the Client in the condition in which they were supplied (fair wear and tear excepted).
- 16.3 Neither the Supplier, any Sub-Contractor or any other person, has a lien on any Client Facilities or on any other property and the Supplier takes all necessary steps to ensure that the title of the Client and the exclusion of any such lien are brought to the notice of all Sub-Contractors and other persons dealing with the same.

17 Termination

17.1 If the Supplier:

- 17.1.1 is in material breach of any of the provisions of this Agreement;
- 17.1.2 is liable to compensate the Client in respect of sums which exceed the Aggregate Liability Cap of the Supplier; or
- 17.1.3 becomes bankrupt or insolvent, including: (i) suspending or threatening to suspend payment of its debts or being unable to pay its debts as they fall due or admitting inability to pay its debts or being deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; (ii) being the subject of a petition presented (which is not dismissed within fourteen (14) days of its service), a notice given, or a resolution passed for or in connection with winding up other than for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or solvent reconstruction; (iii) being the subject of an application to court for the appointment of an administrator or a notice of intention to appoint an administrator filed at court, going into liquidation, having a receiving or administration order made against him, compounding with creditors, carrying on business under a receiver, trustee or manager for the benefit of creditors or any order, act or event which under applicable laws has effect substantially similar to these orders, acts or events;

then the Client may, in addition to any other power enabling it to terminate this Agreement, by notice terminate forthwith the employment of the Supplier under this Agreement.

18 Consequences of Termination

- 18.1 If the Client, in exercise of the powers contained in clause 17 terminates the Supplier's employment under this Agreement the following provisions apply:
- 18.1.1 the payment of any sum of money that may then be due or accruing from the Client to the Supplier are suspended; and
- 18.1.2 the Supplier pays to the Client the Client's reasonable losses and expenses due to termination, but the Supplier receives credit for any sum the payment of which is suspended under clause 18.1.1.

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19 Third Party Rights

Subject to clause 13.1 but otherwise notwithstanding anything to the contrary contained elsewhere in this Agreement, nothing in this Agreement is intended to confer on any person any right to enforce any term of this Agreement which that person would not have had but for the provisions of Contracts (Rights of Third Parties) Act 1999.

20 Dispute Resolution

20.1 The Agreement and any issues or disputes arising out of, or connected to it, are governed by the laws of England and Wales.

20.2 The parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to resolve any issues or disputes arising out of, or connected to the Agreement.

21 Compliance**General**

21.1 The Supplier complies with all applicable anti-bribery, anti-corruption and anti-slavery legislation including, without limitation, the Bribery Act 2010 and Modern Slavery Act 2015.

21.2 The Supplier complies with the Supplier Code of Business Ethics and Code of Conduct, corporate hospitality, conflicts of interests and speak out (whistleblowing) policies and any updates thereof.

Bribery Act Compliance

21.3 The Supplier maintains and enforces its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with all applicable anti-bribery and anti-corruption legislation. Adequate procedures are determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of the Act).

21.4 The Supplier uses reasonable endeavours to ensure that all persons associated with the Supplier (as defined by section 8 of the Bribery Act 2010) including any Sub-Contractors comply with this clause.

Modern Slavery Act Requirements

21.5 The Supplier implements due diligence procedures for its own Sub-Contractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

21.6 The Supplier uses reasonable endeavours not to purchase any raw materials, resources or products from any country that has been sourced from producers or manufacturers using forced labour in its operations or practice.

Remedies

21.7 Any breach of this clause is deemed a material breach under this Agreement.

22 Freedom of Information

22.1 The Supplier acknowledges that:

22.1.1 the Client may be required, under the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004 (collectively, the "**Information Acts**"), to disclose information relating to the subject matter of this Agreement; and

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- 22.1.2 notwithstanding any other provision in this Agreement, the Client is responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the Information Acts.
- 22.2 The Supplier provides all necessary assistance and cooperation as reasonably requested by the Client to enable it to comply with its obligations under the Information Acts.

23 Information Security

The Supplier complies with Client security policies and procedures including;

- (a) NR/L1/SCT/002 Cyber security and resilience for digital systems; and
- (b) Supplier (Supply Chain) Security Policy.

24 Equality and Diversity

- 24.1 The Supplier performs its obligations under this Agreement in accordance with:
- 24.1.1 all applicable equality law (whether in relation to age, disability, gender reassignment, marriage or civil partnership status, pregnancy or maternity, race, religion or belief, sex or sexual orientation (each a "Relevant Protected Characteristic") or otherwise);
 - 24.1.2 the Client equality, diversity and inclusion policy as published by the Client from time to time; and
 - 24.1.3 any other requirements and instructions which the Client reasonably imposes in connection with any equality obligations imposed on the Client at any time under applicable equality law.
- 24.2 The Supplier takes all reasonable steps to secure the observance of clause 24.1 above by its employees, agents, representatives and Sub-Contractors.
- 24.3 The Supplier acknowledges that the Client is under a duty under section 149 of the Equality Act 2010 to have due regard to the need to eliminate unlawful discrimination (on the grounds of a Relevant Protected Characteristic); to advance equality of opportunity, and to foster good relations, between persons who share a Relevant Protected Characteristic and persons who do not share it. In performing its obligations under this Agreement, the Supplier assists and co-operate with the Client where possible in satisfying this duty.

25 Real Living Wage

- 25.1 The Supplier shall and also uses reasonable endeavours to procure that its relevant Sub-Contractors (if any) shall:
- 25.1.1 ensure that none of its workers or its Sub-Contractor's workers engaged in the performance of this Agreement in London and the rest of the UK and who would also satisfy the eligibility criteria set by the Living Wage Foundation (or any replacement thereof) is paid an hourly wage (or equivalent of an hourly wage) less than the Real Living Wage; and
 - 25.1.2 co-operate and provide all reasonable assistance to the Client in monitoring the effect of the Real Living Wage.
- 25.2 If the Real Living Wage increases during the term of this Agreement, the Supplier is not be entitled to adjust the Contract Price and the parties agree and acknowledge that any increases in the Real Living Wage anticipated during the term of this Agreement have been factored into the Contract Price.
- 25.3 Any failure by the Supplier to comply with the provisions of clause 25.1 is treated as a material breach under this Agreement.

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26 Limits of Liability

26.1 Aggregate Liability Cap:

Subject to clause 26.3, the aggregate limit of liability of the Supplier under this Agreement (whether arising in contract, tort (including negligence) or otherwise at law) is the amount stated in the Purchase Order Requirements (the “**Aggregate Liability Cap**”).

26.2 Neither Party is liable to the other for;

- (a) loss of profits;
- (b) loss of business or production;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise); and/or
- (f) any indirect, special or consequential loss or damage.

26.3 Exclusions from Limits of Liability:

No limit of liability in this Agreement shall apply to;

- (a) any liability in respect of death or personal injury resulting from a negligent act or omission or breach of statutory duty by the Supplier or any person for whom the Supplier is responsible; or
- (b) any losses directly caused by the fraud of the Supplier.

26.4 Mitigation:

Each Party uses reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with this Agreement, including any losses for which the relevant Party is entitled to bring a claim against the other Party pursuant to the indemnities in this Agreement.

26.5 Notice of a Third Party Claim:

With the exception of any third party claim arising in relation to the indemnity in clause 10.1, the Client, as soon as reasonably practicable after receiving notice of a third party claim qualifying for an indemnity under this Agreement, gives written notice to the Supplier specifying details of the third party claim.

NR18(S)

PURCHASE ORDER REQUIREMENTS

Purchase Order Ref. **insert PO number**, the NR18(S) Conditions and these requirements together constitute a contract (hereafter referred to as 'the Contract') between the Client and the Supplier.

The Client and the Supplier agree as follows:

1. Contact details:

1.1 The Client representative is;

- Name **insert details**
- Position **insert details**
- Address **insert details**

1.2 The Supplier's representative is;

- Name **insert details**
- Position **insert details**
- Address **insert details**

2 Scope:

Insert details of the Works and Plant including any design, health and safety and Acceptance Certificate requirements.

3 Insurances (clauses 10 & 11):

Public liability Insurance as stated in clause 10.2 is **£5m**.

Professional Indemnity Insurance as stated in clause 11 is **£1m**.

4 Commencement and Completion (clause 14):

The Supplier commences the execution of the Works **within Insert days of the Client Instruction so to do.**

The Periods for Completion of the Plant are;:

Plant Ref.	Insert period
Plant Ref.	Insert period
Plant Ref.	Insert period
Plant Ref.	Insert period

NR18(S)

5 Liquidated damages (clause 14):

The rate of liquidated damages is;

Plant Ref.	Insert rate £ per day
Plant Ref.	Insert rate £ per day
Plant Ref.	Insert rate £ per day
Plant Ref.	Insert rate £ per day

The cap on liquidated damages is: **15%** of the Contract Price

6 Client Facilities (clause 16)

Insert details.

7 Aggregate Liability Cap (clause 25.1):

Insert £5,000,000 (five million pounds) or other

8 Pricing Document:

Insert details of Contract Price, milestone payments, rates etc.

9 Amendments and additions to the NR18(S) conditions:

None.