

## The United Kingdom Atomic Energy Authority: Standard Purchase Order Conditions

Other than those terms and conditions stated on the Purchase Order the United Kingdom Atomic Energy Authority's Standard Purchasing Conditions are the NEC4 Supply Contract Terms and Conditions (June 2017) with the following Contract Data Parts One and Two.

### CONTRACT DATA

#### Part one – Data provided by the *Purchaser*

##### Statements given in all contracts

- 1 General** The *conditions of contract* are the core clauses and the clauses for the following Options of the NEC4 Supply Contract June 2017.

Options: **(UK)3 and Z**

The *goods* are: **As described in the Purchase Order.**

The *services* are **As described in the Purchase Order.**

The *Purchaser* is

Name **The United Kingdom Atomic Energy Authority.**

Address for communications **Culham Science Centre, Abingdon, Oxfordshire. OX14 3DB.**

The *Supply Manager* is: **As identified in the Purchase Order.**

The authority of the *Supply Manager* is to act on behalf of the *Purchaser* except that the *Purchaser's* Procurement representative must concur in any assessment of a Compensation Event or any other financial or contractual agreement.

The Scope is in

**The Purchase Order and any other documentation to which the Purchase Order refers.**

The *language of this contract* is **English.**

The *law of the contract* is the law of **England.**

The *period for reply* is **2 weeks.**

##### **3 Time**

The *starting date* is **the date of the Purchase Order.**

The *Supplier* submits revised programmes at intervals no longer than **4 weeks**

The *delivery date* of the *goods* and *services* is **as stated in the Purchase Order or as subsequently amended and agreed between the Parties.**

#### 4 Quality Management

The period between Delivery and the *defects date* is **52 weeks**

The *defect correction period* is **as soon as reasonably practicable** except that

- The *defect correction period* for .....**N/A**..... is ..... weeks

The *defect access period* is **to be agreed** except that

- The *defect access period* for ...**N/A**..... is .....

#### 5 Payment

The *currency of this contract* is: **the local currency of the Supplier.**

The *assessment interval* is **monthly with assessment dates falling on the last weekday of the month.**

The *interest rate* is **2 %** per annum above the **Minimum Lending Rate** of the **Bank of England.**

The period within which payments are made is **28 days from the Supply Manager's receipt of a correctly submitted invoice on the basis of an accepted assessment.**

#### 6 Compensation events

The value engineering percentage is **50%**

These are additional compensation events **Not applicable**

#### 8 liabilities and insurance

These are additional *Purchaser's* liabilities **Not applicable**

The minimum amount of cover for insurance against loss of or damage to property (except the *goods*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Supplier*) arising from or in connection with the *Supplier* providing the Goods and Services for any one event is **£5 Million in respect of each claim without limit to the number of claims.**

The minimum amount of cover for insurance against death of or bodily injury to employees of the *Supplier* arising out of and in the course of their employment in connection with the contract for any one event is **£10 Million in respect of each claim without limit to the number of claims.**

The insurance against loss of or damage to the *goods*, Plant and Materials and Equipment is to include cover for Plant and Materials provided by the *Purchaser* for an amount of **£5 Million in respect of each claim without limit to the number of claims.**

The *Purchaser* provides these insurances from the Insurance Table **Not applicable**

The *Purchaser* provides these additional insurances **Not applicable**

The *Supplier* provides these additional insurances **Where appropriate for the Scope the Supplier provides Professional Indemnity Insurance at a minimum of £1 Million.**

#### 9 Termination, resolving and avoiding disputes

The *tribunal* is **Arbitration.**

The *arbitration procedure* is **the Institution of Civil Engineers' Arbitration Procedure current at the *starting date*.**

The place where arbitration is to be held is **To be agreed.**

The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the *arbitration procedure* does not state who selects an arbitrator is **the Chairman of the NEC Users Group.**

The *Senior Representatives* of the *Purchaser* are **identified by the *Purchaser* to the *Supplier* if a dispute arises that either party wishes to refer to the *Senior Representatives*.**

The *Adjudicator* is **Selected from the *Purchaser's* panel unless agreed otherwise.**

The *Adjudicator* nominating body is **the Chairman of the NEC Users Group.**

**Option Y(UK)3** No term of this Contract is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Contract.

**Option Z** The *additional conditions of contract* are:

**Z1 *Purchaser's* Acceptance of *Supplier's* Design**

The *Purchaser's* acceptance of the *Supplier's* design does not relieve the *Supplier* from responsibility for its design.

**Z2 *Ownership and use of information.***

- Z2.1 The *Supplier* has the right to use the information provided by the *Purchaser* only for this contract. The *Supplier* may make this right available to a Subcontractor. As soon as possible after Delivery but before the *defects date* the *Supplier* returns all information provided by the *Purchaser*.
- Z2.2 Subject to pre-existing rights, the *Purchaser* owns the *Supplier's* rights over information prepared for the contract by the *Supplier* wherever such information is generated. This clause supersedes core clause 22.1.
- Z2.3 The *Supplier* clearly identifies the *Purchaser* as copyright owner on all information prepared for the contract.
- Z2.4 The *Supplier* obtains any other rights for the *Purchaser* as stated in the contract.
- Z2.5 The *Supplier* obtains for the *Purchaser* equivalent rights to those above from all Subcontractors in respect of information prepared by them. The *Supplier* provides to the *Purchaser* the documents which transfer these rights to the *Purchaser*.
- Z2.6 As soon as possible after Delivery but before the *defects date* the *Supplier* provides the *Purchaser* all of the information which the *Supplier* has provided under the contract. Where the *Purchaser* agrees in writing that the *Supplier* may use the information that it has provided under the contract for other work, the *Supplier* may make and retain copies of such information.

- Z2.7 The *Purchaser* may disclose the information of the *Supplier*:
- (a) on a confidential basis to Government for any proper purpose of the *Purchaser*;
  - (b) to the extent that the *Purchaser* (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
  - (c) on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in clause Z2.8 (including any benchmarking organisation) for any purpose relating to or connected with this contract;
  - (d) on a confidential basis for the purpose of the exercise of its rights under this contract;
- and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the *Purchaser* under this condition Z2. This clause supplements core clause 27.1.
- Z2.8 "Government" means all Central Government Departments, their Executive Agencies and Non-Departmental Public Bodies including Parliament and Parliamentary Committees.
- Z2.9 In this condition 'information' includes all information, intellectual property rights, designs, calculations, records, images, photographs, graphics, test pieces, models etc.

### **Z3 Applications for Payment and Provision of a Tax Invoice**

Within one week of the *Supply Manager* completing his part of the Payment Assessment and Certificate form the *Supplier* completes the form and submits it with a corresponding tax invoice separately identifying applicable VAT to: **UK Atomic Energy Authority Accounts Payable, K2/1.09, Culham Science Centre, Abingdon, Oxon. OX14 3DB.** [Finance@uk-atomic-energy.org.uk](mailto:Finance@uk-atomic-energy.org.uk)

Copies are to be sent to the *Supply Manager* at the same time.

### **Z4 Payment of sub-contractors**

Where the *Supplier* enters into a sub-contract with a supplier or contractor for the purpose of performing his 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 *Supplier* to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.

### **Z5 Bribery Act 2010**

- Z5.1 The *Supplier* shall:
- Z5.1.1 Comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ('Relevant Requirements');
  - Z5.1.2 Not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom;
  - Z5.1.3 Comply with the *Purchaser's* procedures relating to ethics and Propriety, as highlighted to him from time to time ('Relevant Policies');
  - Z5.1.4 Not do, or omit to do, any act that will cause or lead the *Purchaser* to be in breach of any of the Relevant Requirements;

- Z5.1.5 Have and shall maintain in place throughout the term of this contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and this condition Z5, and will enforce them where appropriate. The *Supplier* shall provide such supporting evidence of compliance as the *Purchaser* may reasonably request;
- Z5.1.6 If requested, other than in relation to a breach of this condition Z5, provide the *Purchaser* with any reasonable assistance, at the *Purchaser's* reasonable cost, to enable the *Purchaser* to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with any of the Relevant Requirements or Relevant Policies;
- Z5.2 The *Supplier* warrants and represents that neither the *Supplier* nor any of its officers, employees or other persons associated with it;
- Z5.2.1 Has been convicted of any offence involving bribery or corruption, fraud or dishonesty;
- Z5.2.2 Having made reasonable enquiries, so far as it is aware, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Relevant Requirements; or
- Z5.2.3 Has been or is listed by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or other government contracts;
- Z5.3 The *Supplier* shall immediately notify the *Purchaser* if, at any time during the term of this contract, its circumstances, knowledge or awareness changes such that it would not be able to comply with this condition Z5 or repeat the warranties set out in this condition Z5 at the relevant time.

## **Z6 Compliance with Health and Safety legislation**

The *Purchaser* may terminate under core clause 91.3 (R15) if the *Supplier* substantially fails to comply with Health, Safety and Environmental legislation and/or the requirements of the contract in so far as they relate to health, safety and the environment.

## **Z7 Title in goods and services paid for prior to Delivery**

- Z7.1 Where any amount paid to the *Supplier* includes the costs of *goods* and *services* at the *Supplier's* or its sub-contractors works such *goods* and *services* are considered as the absolute property of the *Purchaser* and the *Supplier* takes all such steps as are reasonably necessary (including the marking of all such *goods* and *services* with this contract number and as the property of the *Purchaser* and entering appropriate details into its records ) to ensure that the *Purchaser's* title in such *goods* and *services* is brought to the attention of any sub-contractors and any other persons with interest in the *goods* and *services*. The *Supplier* provides the *Purchaser* with evidence of his compliance with these requirements.
- Z7.2 Regardless of the *Purchaser's* title in such *goods* and *services* the *Supplier* remains liable for any loss or damage to them prior to Delivery.

## **Z8 Funding Constraints**

- Z8.1 In addition to any other reasons set out in the contract a further reason for the *Supply Manager* not accepting a revised programme, is that the revised programme does not comply with the *Purchaser's* funding constraints.
- Z8.2 The *Supplier* may not accelerate or re-programme any elements of the contract without the *Supply Manager's* acceptance. A reason for not accepting the

acceleration or revised programming is that this does not meet the *Purchaser's* funding constraints.

## **Z9 Assignment**

The *Supplier's* notification of intention to transfer the benefit of the contract or any rights under it to another party under core clause 26.1 does not entitle the *Supplier* to transfer such benefit or rights without the *Purchaser's* prior written agreement.

## **Z10 Early Warnings and Compensation Events**

The *Supplier* immediately notifies the *Purchaser's* Procurement representative of the following:

- early warning notifications issued to the *Supply Manager*.
- compensation event notifications issued to the *Supply Manager*.
- notifications issued to the Adjudicator.
- termination notifications issued to the *Supply Manager*.

The *Purchaser's* Procurement representative may attend early warning meetings at their discretion

## Part two – Data provided by the *Supplier*

1. General      • The *Supplier* is **As** named on the Purchase Order.

The *fee percentage* is **To be agreed with the *Purchaser* in the event of any compensation events.**

- The following matters will be included in the Early Warning Register **Any risks identified in the *Supplier's* quotation unless countered within the Purchase Order.**

### 2. The *Supplier's* main responsibilities

If the *Supplier* is to provide Scope for its design

- The Scope provided by the *Supplier's* for its design is in: **The *Supplier's* quotation/proposal referred to within the Purchase Order.**

If the *Supplier* restricts access by the *Supply Manager* and Others to work being done for the contract.

- The restrictions to access for the *Supply Manager* and Others to work being done for the contract are **As stated within the *Supplier's* quotation/proposal referred to within the Purchase Order.**

3. Time      If the *Supplier* is to state the *delivery date* of the goods or services

- The *delivery date* of the goods and services is **in accordance with the Purchase Order.**

### 5 Payment

- The *price list* is in **The Purchase Order.**
- The tendered total of the prices is **in accordance with the Purchase Order.**

### 9 Termination, resolving and avoiding disputes

The *Senior Representatives* of the *Supplier* are **identified by the *Supplier* to the *Purchaser* if a dispute arises that either party wishes to refer to the *Senior Representatives*.**

### Data for the Schedule of Cost Components

**Not Applicable.**

