

United Kingdom Industrial Fusion Solutions (UKIFS): Standard Purchase Order Conditions

Other than those terms and conditions stated on the Purchase Order the UKIFS 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 - **United Kingdom Industrial Fusion Solutions (UKIFS)**

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.

2. 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.

3. Quality Management

The period between Delivery and the defects date is 52 weeks

The defect correction period is as soon as reasonably practicable except if stated below

- The defect correction period forXX..... is weeks

The defect access period is to be agreed except that

- The defect access period for ...XX..... isweeks

4. 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.

5. Compensation events

The value engineering percentage is 50%

These are additional compensation events: **Not applicable**

6. 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.

7. 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: **UKIFS Accounts Payable**, K2/1.09, Culham Science Centre, Abingdon, Oxon. OX14 3DB. 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

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.

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.

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.

Payment

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

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.