

NPL GENERAL TERMS AND CONDITIONS OF PURCHASE

These Terms and Conditions (the "Contract") govern the relationship between NPL Management Ltd ("NPL") at Hampton Road, Teddington, London, TW11 0LW and the Supplier whereby NPL agrees to purchase Goods and/or Services from the Supplier as specified in the relevant Purchase Order. The Contract shall also incorporate, where applicable, any Special Conditions of purchase (if applicable) Specifications and Service Level Agreements that are relevant to the said supply of Goods and/or the said performance of Services.

A. Definitions and Interpretation

In these Conditions, the following definitions apply:

"Affiliate" means any entity that directly or indirectly controls, is controlled by or is under common control with, another entity. For this purpose, the word "control" means the direct or indirect ownership of more than 50% of the voting equity of such entity

"Bribery" means the Bribery Act 2010 and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption and any similar or equivalent legislation in any other relevant jurisdiction

"Business Day" means a day other than a Saturday, Sunday or bank or public holiday [in England and Wales]

"Condition" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions specified in writing by NPL, and **"Conditions"** shall be construed accordingly

"Contract Price" means the price (exclusive of VAT) payable to the Supplier by NPL under the Contract for the full and proper performance by the Supplier of its part of the Contract

"Confidential Information" means:

- (i) information received by a Party (the "Receiving Party") that relates to the products, business or activities of the other Party (the "Disclosing Party"), and shall include any information which is provided verbally or visually, and any information which can be obtained by examination, testing or analysis of any hardware, software, material samples, or component part provided by the Disclosing Party;
- (ii) Personal Data which means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

And excludes except when related to subsection "ii", information that:

- (a) is, at the time of disclosure hereunder, already published or otherwise publicly available; or

- (b) is, after disclosure hereunder, published or becomes available to the public other than by breach of this Agreement; or
- (c) is rightfully in the Receiving Party's possession with rights to use and/or disclose, prior to receipt from the Disclosing Party; or
- (d) is rightfully disclosed to the Receiving Party by a third party with rights to use and/or disclose; or
- (e) is independently developed by or for the Receiving Party without reference or access to Confidential Information disclosed hereunder

“Data Protection Legislation” means the Regulation (EU) 2016/679 of the European Parliament and of the Council (‘GDPR’) and any legislation enacted in the United Kingdom to enforce this (as amended, replaced or superseded as may be the case from time to time), relating to the protection of personal data and the privacy of individuals, including where applicable guidance and codes of practice issued by the Information Commissioner

“Force Majeure” means an event or sequence of events beyond any Party’s reasonable control preventing or delaying it from performing its obligations under the Contract

“Goods” means all Goods (and any related accessories and documentation) that the Supplier is required to supply under the Contract and, unless otherwise agreed, any required installation, commissioning and testing of such Goods

“Intellectual Property Rights” means copyright, patents, know-how, trade secrets, trade- marks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, domain names and all similar rights.

“Location” means the address (es) for the delivery of the Goods and performance of the Services as set out in the Purchase Order

“Modern Slavery Policy” means NPL anti-slavery policy in force and notified to the Supplier from time to time

“NPL Property” means anything issued or otherwise furnished in connection with the Contract by or on behalf of NPL or its authorised representative

“NPL” means NPL Management Limited, a company wholly owned by the Department of Science, Innovation and Technology (DSIT)

“Personal Data” has the meaning given to that term in the Data Protection Legislation

“Process” has the meaning given to that term in the Data Protection Legislation and ‘Processed’ and ‘Processing’ shall be construed accordingly

“Purchase Order” means NPL's order for the Goods or Services, and Specification if applicable

“Services” means all services that the Supplier is required to perform under the Contract

“Service Level Agreement” – means a separate agreement to be agreed by the Parties which sets out the expected service levels relating to this sale.

“Specification” means, where applicable, any samples, plans, descriptions, specifications, warranty information, maintenance information and any other details provided to NPL (in any format) in relation to the Goods and Services.

“Supplier” means the person who undertakes to supply the Goods and/or to perform the Services for NPL under the Contract

In these Conditions, unless the context otherwise requires:

- i. a reference to the **Contract** includes these **Conditions**, the **Purchase Order**, their respective schedules, appendices and annexes (if any), and any applicable special conditions as specified by NPL;
- ii. any clause, schedule or other headings in these **Conditions** are included for convenience only and shall have no effect on the interpretation of these **Conditions**;
- iii. a reference to a ‘party’ means either the **Supplier** or NPL and includes that party's personal representatives, successors and permitted assigns;
- iv. a reference to a ‘person’ includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person’s personal representatives, successors and permitted assigns
- v. words in the singular include the plural and vice versa;
- vi. a reference to ‘writing’ or ‘written’ includes any method of reproducing words in a legible and non-transitory form **including email**

B. The Conditions:

These Terms and Conditions, including any Special Conditions hereto, constitutes the sole terms of Agreement between the Parties and the Supplier agrees that it will not in its dealings with NPL seek to impose or rely on any other contractual terms which in any way vary or contradict these Terms and Conditions.

In the event of any conflict or inconsistency between these Conditions and any special conditions contained in the Purchase Order, the special conditions shall prevail.

1. Contract Formation

- 1.1 These Conditions apply to each Purchase Order between the NPL and the Supplier for the supply of Goods and Services.
- 1.2 Each Purchase Order shall constitute an offer by the NPL to purchase the goods in accordance with these Conditions.
- 1.3 The Purchase Order shall be deemed to be accepted, and an individual Contract formed, on the earlier of:
 - 1.3.1 the Supplier issuing a written acceptance of the Purchase Order within 1 working Day; or
 - 1.3.2 the Supplier doing any act consistent with fulfilling the Purchase Order.

2. Supplier Obligations

- 2.1. In providing the Goods and Services, the Supplier shall:
 - 2.1.1. use, or ensures the supplier’s supplier uses, good industry practice in the manufacture of the Goods and provide sufficient competent and skilled staff to carry out its obligations under the Contract;
 - 2.1.2. use reasonable care and skill in providing the Services, (pursuant to the meaning provided in s13 of Sale of Goods Act 1979);

- 2.1.3. use only new and good quality materials, and ensure the Goods are of a satisfactory quality (as within the meaning of the Sale of Goods Act 1979) and fit for the purpose;
- 2.1.4. ensure any media on which the results of the Services are supplied shall be free from defects in material and workmanship and of satisfactory quality (as within the meaning of the Sale of Goods Act 1979);
- 2.1.5. ensure the Goods and Services correspond with the Purchase Order and are of the type as specified in the Specification and NPL reserves the right to audit the Supplier's technical documentation relating to the Goods and Services;
- 2.1.6. ensure the Goods be free from defects in design, material and workmanship, and notwithstanding Condition 7 the Goods shall remain free from such defect for a reasonable period after delivery;
- 2.1.7. on acceptance of a Purchase Order (in accordance with Condition 1.3), deliver the Goods immediately or as agreed by NPL (which shall be contained in the Purchase Order);
- 2.1.8. provide NPL with the complete electrical safety and EMC test reports or certificates of compliance for safety critical components which shall include without limitation safety, health and environmental requirements as specified under UK law ; and
- 2.1.9. the supplier shall, and shall procure that all staff shall, act in accordance with all of NPL's internal procedures and regulations as advised on commencement of work on site.

3. Packaging

- 3.1. The Goods shall be properly packed, secured and marked in accordance with NPL's instructions and as required by Law and the carrier.
- 3.2. The Goods shall be clearly and conspicuously marked with the Purchase Order number, the name of the contents and all containers of hazardous goods (and all documents relating thereto) shall bear prominent and adequate warnings. A packing list and commercial invoice shall be included where applicable.
- 3.3. All containers (including packing cases, boxes, tins, drums and wrappings) supplied by the Supplier shall be considered as non-returnable and their cost as having been included in the Contract Price.
- 3.4. The Supplier shall indemnify NPL against all such Loss which NPL may suffer or incur resulting from or in connection with any breach of this Condition or breach of statutory duty, negligence or wrongful act or omission by the Supplier through their failure, inadequacy or absence of packaging according to acceptable industry packaging standards for such Goods or failure to provide the relevant customs documentation unless agreed otherwise in advance.

4. Delivery and Inspection

- 4.1. The Goods shall be delivered by the Supplier to the Location on the date(s) specified in the Purchase Order. The applicable Incoterms for this Contract shall be Delivery Duty Paid (DDP) – Incoterms 2020, International Chamber of Commerce (ICC). The Goods shall be deemed delivered by the Supplier either:
 - 4.1.1. On delivery of the Goods at the Location and when NPL has notified the Supplier that the Goods have been delivered in full compliance with the terms and conditions of the Contract; or

- 4.1.2. The risk of loss only will be passed to NPL once delivered to NPL's site and the delivery note signed off by NPL's staff. All other risks and the title will not pass to NPL until formal acceptance tests have been performed and the goods have successfully passed them; or
 - 4.1.3. As otherwise agreed in writing between the Parties.
- 4.2. The Services shall be performed by the Supplier to such extent and at such times and at such locations as may be specified in the Purchase Order. The Services shall be deemed delivered by the Supplier only on completion of the performance of the Services at the Location and NPL has notified the Supplier in writing that the Services have been performed in full compliance with the terms and conditions of the Contract.
- 4.3. The Goods and/or Services shall not be delivered by or performed in instalments unless otherwise agreed in writing by NPL. The Supplier is responsible for all customs duties and formalities, import and export costs of such Goods. Delivery of the Goods takes place when the Goods are placed at the disposal of the Customer at the named place of destination selected by NPL.
- 4.4. Where delivery of Goods or the performance of Services requires an export license or other authorisation, the Supplier shall be responsible for obtaining such export license or authorisation and shall co-operate with NPL to ensure compliance of any requirements under all applicable Export Control Regulations. If the Supplier is not successful in obtaining export clearance, NPL may terminate the Contract without liability to either Party.
- 4.5. NPL shall be entitled to reject any Goods or Services which are not in full compliance with the Conditions of the Contract. Any inspection, testing or acceptance of defective, late or incomplete Goods or Services or any payment made in respect thereof, shall not constitute a waiver of any of NPL's rights and remedies, including its right to reject and terminate the Contract in its sole discretion.
- 4.6. Any rejected Goods may be returned to the Supplier by NPL at the Supplier's cost and risk.
- 4.7. NPL may inspect and test the Goods during manufacture or processing prior to despatch, and the Supplier shall provide NPL with all facilities reasonably required without cost to NPL or as reasonably agreed between Parties.

5. Business Continuity

5.1 Throughout the term of this Contract, the Supplier will have in place a business continuity plan (the "Plan"), which provides for continuity during a business continuity event (an "Event"). The Supplier confirms and agrees such plan details and will continue to detail robust arrangements that are reasonable and proportionate to:

5.1.1 the criticality of the Contract; and

5.1.2 the size and scope of the Supplier's business operations,

regarding continuity of the provision of the Goods and or Services during and following an Event.

5.2 The Supplier shall test the Plan at reasonable intervals, and in any event no less than once every thirty-six (36) months or such other period as may be agreed between the parties taking into account the criticality of the Contract to NPL and the size and scope of the Supplier's business operations. The Supplier shall promptly provide to NPL, at NPL's written request, copies of the Plan, reasonable and proportionate documentary evidence that the Supplier tests the Plan in accordance with the requirements of this clause 5.2 and reasonable and proportionate information regarding the outcome of such tests. The Supplier shall provide to NPL a copy of any updated or revised plan within fourteen (14) Business Days of any material update or revision to the Plan.

5.3 NPL may suggest reasonable and proportionate amendments to the Supplier regarding the Plan at any time. Where the Supplier, acting reasonably, deems such suggestions made by NPL to be relevant and appropriate, the Supplier will incorporate into the Plan all such suggestions made by NPL in respect of the Plan. Should the Supplier not incorporate any suggestion made by NPL into the Plan it will explain the reasons for not doing so to NPL.

5.4 Should an Event occur at any time, the Supplier shall implement and comply with the Plan and provide regular written reports to NPL on such implementation.

5.5 During and following an Event, the Supplier shall use all reasonable endeavours to continue to fulfil its obligations in accordance with this Contract.

6. Contract Management

6.1 The Supplier shall ensure that NPL always has an appropriate point of contact in relation to matters arising in relation to the Contract and confirms and agrees that it will work closely and cooperate fully with NPL's staff whose role includes working on the day-to-day management of matters concerning the Contract.

6.2 Upon request by NPL, the Supplier shall ensure that its representatives shall where necessary attend meetings to discuss matters arising generally under the Contract.

6.3 At NPL's option, NPL shall make a written note of any necessary actions arising from each review meeting referred to in Clause 6.2 and shall circulate such notes to the Supplier within a reasonable time following the relevant review meeting. The Supplier shall inform NPL writing of any suggested amendments to the actions within five (5) Business Days of receipt of the draft action notes. If the Supplier does not respond to NPL within such five (5) Business Days the actions will be deemed to be approved. Where there are any differences in interpretation of the actions, the parties will use their reasonable endeavours to reach agreement.

6.4 The Supplier shall provide any information in relation to the Supplier's provision of the Services as NPL may request from time to time within seven (7) Business Days of the date of the request (or in such other time period as agreed between the parties). The Supplier shall supply this information to NPL in such form as may be specified by NPL and, where requested to do so, the Supplier shall also provide such information to any third party body whose role it is to analyse such information in accordance with UK government policy (to include, without limitation, for the purposes of analysing public sector expenditure and planning future procurement activities) ("Third Party Body"). The Supplier confirms and agrees that NPL may itself provide the Third Party Body with information relating to the Services ordered and any payments made under this Contract and any other information relevant to the operation of this Contract.

Upon receipt of information supplied by the Supplier to NPL and/or the Third Party Body, or by NPL to the Third Party Body, the parties hereby consent to the Third Party Body and NPL storing and analysing the information and producing statistics.

6.5 NPL may make changes to the type of information which the Supplier is required to supply pursuant to clause 6.4 (above) and shall give the Supplier at least one (1) month's written notice of any changes.

7. Warranty and Maintenance

7.1. The Supplier warrants and undertakes that:

7.1.1 it will comply with the terms of the Contract and it shall not attempt to incorporate any terms and conditions into the Contract which conflict with the terms of this Contract and/or the Specification;

7.1.2 it will promptly respond to all requests for information regarding the Contract, the Goods and/or the Services at the frequency and in the format that NPL may reasonably

- require;
- 7.1.3 all information included within the Specification and all accompanying materials is accurate;
 - 7.1.4 it has and shall as relevant maintain all rights, consents, authorisations, licences and accreditations required to enter into and comply with its obligations under this Contract;
 - 7.1.5 it has the right and authority to enter into this Contract and that it has the capability and capacity to fulfil its obligations under the Contract;
 - 7.1.6 it is a properly constituted entity and is fully empowered by the terms of its constitutional documents to enter into and to carry out its obligations under the Contract and any documents referred to in this Contract;
 - 7.1.7 all necessary actions to authorise the execution of and performance of its obligations under the Contract have been taken before such execution;
 - 7.1.8 there are no pending or threatened actions or proceedings before any court or administrative agency which would materially adversely affect the financial condition, business or operations of the Supplier;
 - 7.1.9 there are no material agreements existing to which the Supplier is a party which prevent the Supplier from entering into or complying with this Contract;
 - 7.1.10 it has and will continue to have the capacity, funding and cash flow to meet all its obligations under this Contract; and
 - 7.1.11 it has satisfied itself as to the nature and extent of the risks assumed by it under the Contract and has gathered all information necessary to perform its obligations under the Contract and all other obligations assumed by it.
- 7.2 The Supplier warrants that all information, data and other records and documents required by NPL as set out in the Specification have been submitted to NPL in the format and in accordance with any timescales set out in the Specification.
- 7.3 The Supplier further warrants and undertakes to NPL that it will inform NPL in writing immediately upon becoming aware that any of the warranties set out in this Clause 7 have been breached or there is a risk that any warranties may be breached.
- 7.4 Any warranties provided under the Contract are both independent and cumulative and may be enforced independently or collectively at the sole discretion of NPL.
- 7.5 Where applicable the Supplier shall provide NPL with appropriate maintenance as set out in the Purchase Order. Such maintenance shall be provided in accordance with good industry practice and may be subject to a service level agreement, as agreed by Parties or as set out in the Specification.
- 7.6 The Supplier shall provide NPL with a warranty for Goods and Services for a minimum period of 12 (twelve) months, in accordance with the Purchase Order and applicable Specification. The Supplier agrees to assign NPL the benefit of any manufacture warranty, guarantee or an equivalent right which it has against any third party manufacturer or supplier of the Goods in full or in part.

- 7.7 If, within the period of twelve (12) months following the date of delivery, any defect or fault is identified, NPL shall notify the Supplier within a reasonable period and the Supplier will repair or, at its option, replace the defective part or parts of free of charge within 30 days of notification having been received.
- 7.8 NPL may from time to time, extend the warranty and/or maintenance of the Goods (where applicable) and Parties agree to negotiate in good faith such extension and applicable fee.

8 Payment

- 8.1 On submission of a valid invoice quoting NPL's Purchase Order number and confirming that (a) the Goods have been delivered to NPL and NPL have accepted such Goods or (b) the Services have been performed and NPL has accepted such Services, NPL shall pay each validly submitted invoice of the Supplier within thirty (30) working days of receipt.
- 8.2 Where applicable, VAT shall be charged by the Supplier and paid by NPL in accordance with the applicable rate at the time the invoice is issued.
- 8.3 NPL reserves the right to withhold any disputed portions of payments until the dispute is resolved by the Parties.
- 8.4 NPL may offset any amount owing to it from the Supplier against any amount owed to the Supplier by NPL.
- 8.5 Where the purchase price is in a currency other than pounds sterling; or the purchase price is converted into pounds sterling from a foreign currency, the Parties agree that:
- 8.5.1 the contractual price is based on the official fixed exchange rate determined by the Bank of England between the pounds sterling currency, (£), and the second foreign currency, (called the "Base Rate"), and that
- 8.5.2 if the fixed exchange rate on the actual date of payment differs by more than 5 % from the Base Rate, then
- 8.5.3 the contract price shall be adjusted accordingly.

9 Cancellation

- 9.1 NPL may cancel the Purchase Order in whole or in part at any time before delivery with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the accepted Purchase Order. NPL shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods and Services at the time of termination of that Purchase Order upon receipt of evidence of expenditure, committed funds or resources related to the Purchase Order however such compensation shall not include loss of anticipated profits or any consequential or indirect loss.
- 9.2 In relation to any Purchase Order cancelled in part or full, NPL shall pay for
- 9.2.1 in respect of any Goods, that part of the price which relates to the Goods which at the time of cancellation have been delivered to NPL; and
- 9.2.2 in respect of any Goods and upon receipt of evidence of purchase, the reasonable cost of materials which the Supplier has purchased to fulfil the Purchase Order for the Goods which cannot be used or be returned to the Supplier's supplier such materials for a refund; and
- 9.2.3 in respect of any Services, that part of the price which relates to the Services which at the time of cancellation has already been performed [in accordance with any service delivery plan agreed between Parties].

10. Title and risk

- 10.1 Risk in the Goods shall pass to NPL when NPL has accepted the Goods as conforming in every respect with the Contract.

10.2 Title to the Goods shall vest in NPL in proportion to the percentage of the invoice paid to the Contractor. Title shall vest fully in NPL on the date final payment is made.

10.3 The passing of title shall not prejudice any other of NPL's rights and remedies, including its right to reject.

10.4 Neither the Supplier, or any other person, shall have a lien on, right of stoppage in transit or other rights in or to any Goods title to which have vested in NPL or any specifications or materials of NPL, and the Supplier shall ensure that relevant third Parties accept the exclusion of such lien and rights.

10.5 The Supplier warrants and represents that it:

10.5.1 has at the time the Contract is made full, clear and unencumbered title to the Goods, and the full, clear and unencumbered right to sell and deliver them to NPL; and

10.5.2 shall hold such title and right to enable it to ensure that NPL shall acquire a valid, unqualified title to the Goods and shall enjoy quiet possession of them.

10.6 Until title passes to NPL, the Supplier shall insure the Goods from the date of delivery with a reputable insurer against all risks for an amount at least equal to the price of the Goods.

11. The Supplier's Personnel

11.1 NPL reserves the right to refuse to admit any person employed by the Supplier or by a subcontractor to premises occupied by or on behalf of NPL, whose admission would, in the opinion of NPL, be undesirable. Upon request by NPL, the Supplier shall provide to NPL a list specifying:

11.1.1 the names and addresses of all persons who may at any time require admission in connection with the performance of the Contract to any premises occupied by or on behalf of NPL; and

11.1.2 the nature of the work to be performed by such persons and such other particulars as NPL may require.

11.2 If the Supplier fails to comply with Condition 11.1 and if NPL believes that such failure is prejudicial to NPL's interests, then NPL may terminate the Contract at any time by written notice to the Supplier. Such termination shall not prejudice or affect any right of action or remedy which shall have accrued, or shall accrue thereafter, to NPL.

11.3 The decision of NPL as to whether any person is to be refused admission to such premises and as to whether the Supplier has failed to comply with Condition 9.1 shall be final and conclusive.

11.4 The Supplier shall indemnify NPL against any loss, damage or injury arising from any failure by the Supplier's employees or subcontractors to comply with any of NPL's rules, regulations and procedures that are drawn to their attention

12. Confidentiality

12.1 The Supplier undertakes to keep confidential and not disclose, either during the term of this Contract or at any time after its termination for whatever reason, directly or indirectly: (i) any part, or the whole of any Confidential Information disclosed to it; (ii) use any Confidential Information for your/its own benefit or for the benefit of any other person, company or other undertaking; (iii) knowingly permit or enable any person to acquire or to make use of any such Confidential Information for any purpose in a manner which may cause loss or damage to NPL.

12.2 The Supplier acknowledges that NPL is subject to the requirements of Freedom of Information Act 2000 (“FOIA”) and Environmental Information Regulation 2004 (“EIR”) and shall:

12.2.1 assist and co-operate with NPL to enable it to comply with its disclosure obligations if required pursuant to FOIA and EIR;

12.2.2 provide NPL with any physical information that falls within the scope of the EIR;

12.2.3 where any information is held by a sub-contractor of the Supplier, procure that such subcontractor shall comply with the relevant obligations set out in this Condition 12.2.

12.3 The confidentiality obligations and restrictions shall remain in force for the period of seven years from the date of termination of this Contract.

13. Data Protection

13.1 If and to the extent that the Supplier Processes any Personal Data on behalf of NPL, the Supplier acknowledges and agrees that it will Process such Personal Data strictly for the purpose of the performance of the Contract. Such Personal Data shall be processed in accordance with the Data Protection Legislation.

13.2 The Supplier undertakes to:

13.2.1 process Personal Data insofar as necessary for the performance of the Contract or as directed by NPL from time to time pursuant to the Conditions; and

13.2.2 put in place appropriate technical and organisational measures against (i) any unlawful or unauthorised processing of that Personal Data, (ii) the accidental loss or destruction of or damage to such Personal Data, whilst having regard to the specific requirements of Condition 13, the state of the technical development and the level of harm that may be suffered by a data subject (as defined in Data Protection Legislation) whose Personal Data is affected by unlawful processing, its loss damage or destruction; and

13.2.3 ensure the reliability of all their staff with access to Personal Data and that all staff are fully trained and aware of all policies and procedures (internal and external) relating to the this Condition; and

13.2.4 to allow representatives of NPL to audit the Supplier’s compliance with the requirements of this Condition 13 on reasonable notice, and/or, at the option of NPL, on request to provide NPL with evidence of its compliance with such requirements; and

13.2.5 not transfer Personal Data outside of the European Economic Area (as defined by Data Protection Legislation) without NPL’s prior written consent, and in granting consent to the transfer, NPL may impose such terms on the Processing of the Personal Data and on the Supplier and/or any overseas processor of Personal Data as NPL requires to ensure that the Personal Data is adequately protected.

13.3 Where the Supplier uses a sub-contractor in the performance of the Contract, the supplier shall procure that the sub-contractor shall comply with the obligations set out in this Condition 13.

13.4 The Supplier shall assist NPL to comply with any obligations imposed on NPL by the Data Protection Legislation in relation to any Personal Data Processed by the Supplier including:

13.4.1 providing NPL with reasonable assistance in complying with any subject access request served on NPL under the Data Protection Legislation;

13.4.2 promptly informing NPL about the receipt of any subject access request received by the Supplier in relation to Personal Data Processed pursuant to this Contract; and

13.4.3 not disclosing any Personal Data in response to a subject access request without first consulting with and obtaining consent of NPL.

13.5 The Supplier shall indemnify and keep NPL indemnified against any losses, damages, costs, expenses (including without limitation legal costs), claims or proceedings whatsoever or howsoever arising from the suppliers unlawful or unauthorised processing of Personal Data in connection with these Conditions.

13.6 On expiry or termination of this Contract, the Supplier shall immediately cease Processing the Personal Data and, at NPL's option or direction, arrange for the prompt and safe return and/or destruction of all of the Personal Data with all copies in its possession or control, and where requested by NPL, certify that such destruction or return has taken place.

14. Intellectual Property Rights

14.1 Subject to any rights that are owned by the Supplier as a result of any work performed outside the Contract and subject to the rights of any third party, all specifications provided by NPL and all Intellectual Property Rights in the Goods or Services made or performed in accordance with such specifications shall vest in and remain at all times the property of NPL and such specifications may only be used by the Supplier as necessary to perform the Contract.

14.2 The Supplier assigns (or shall procure the assignment) to NPL absolutely, with full title guarantee, all right, title and interest in any such Intellectual Property Rights, and the Supplier shall do all such things and sign all documents necessary in NPL's opinion to so vest all such Intellectual Property Rights in NPL, and to enable NPL to defend and enforce such Intellectual Property Rights, and the Supplier shall at NPL's request waive or procure a waiver of applicable moral rights.

14.3 The Supplier shall not reproduce or disseminate the Intellectual Property to any third party for any purpose other than the performance of the Contract without the prior written consent of NPL.

14.4 The Supplier grants NPL the non-exclusive right to use the contractual computer programs and the related documentation (computer programs and related documentation are collectively referred to as the 'Software') exclusively for the operation of the hardware intended or supplied therefore. The right of use is unlimited in time. In particular, the right to use the Software shall not include the right to translate, lease, lend, sublicense, distribute or publicly reproduce the Software or make it available online to third parties outside NPL. Furthermore, the right to use the Software shall not include the right to reproduce the Software unless such reproduction is necessary for the operation of the hardware intended or supplied therefore or to produce a backup copy. Unless provided otherwise by mandatory law or writ-ten contractual regulations, NPL shall not be authorised to modify, decompile, disassemble or otherwise reverse-engineer the Software, whether in whole or in part, in order to acquire the source code.

The Supplier grants NPL the right, which may be revoked in case of good cause, to transfer to third parties the right to use the Software granted to NPL. NPL may transfer the right to use the Software to third parties only together with the hardware which the NPL acquired together with the Software from the Supplier or for which the Software of the Supplier is intended. In that case, the Customer will impose the above obligations and restrictions on the third party.

The Software will be provided solely in machine-readable form (object code) and without source code or source code documentation.

All other rights to the Software shall remain with the Supplier.

Insofar as Software is provided to NPL for which the Supplier owns only a derived utilisation right and which is not open source software (third-party software), the terms of use agreed between the Supplier and its licensor shall – also with regard to the relationship between the Supplier and NPL – apply additionally and prior-ranking to the provisions of this Section. If and to the extent that open source software is provided to NPL, the terms of use governing such open source software shall apply prior-ranking to the provisions of this Section. The Supplier will provide the source code to NPL at least upon request if such terms of use for the open source software require disclosure of the source code. The Supplier will make reference at a suitable place to the existence and the terms of use of third-party software so provided, including open source software, and will make the terms of use available.

14.5 Unless otherwise agreed in writing between the parties, the Supplier has no right to use the branding or logo(s) of NPL in the promotion or marketing of the Supplier's services, nor to reference the approval, support, endorsement, authorisation, certification or similar of NPL in relation to the Supplier's goods or services.

15. NPL Property

15.1 All NPL Property shall remain the property of NPL and shall only be used in the performance of the Contract and for no other purpose whatsoever unless otherwise agreed in writing with NPL.

15.2 All NPL Property shall be deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies NPL to the contrary within fourteen (14) days of receipt of the NPL Property by the Supplier (or such other period of time as may be specified in the Contract from the date of receipt of the NPL Property by the Supplier).

15.3 The Supplier undertakes to return all NPL Property to NPL on completion or earlier termination of the Contract and shall be responsible for any loss or damage (excluding fair wear and tear) caused in the possession of the Supplier. For avoidance of doubt possession shall include the safe carriage of NPL Property to NPL.

15.4 Without prejudice to the above and any terms in the Contract concerning loss of, or damage to, the Goods, the Supplier shall, unless otherwise provided for in the Contract, make good or, at the option of NPL, pay compensation for, all loss of, or damage to, any property of NPL that is:

15.4.1 caused by the Supplier or the Supplier's employees, agents or subcontractors, and

15.4.2 arises from the presence of the Supplier or the Supplier's employees, agents or subcontractors in connection with the performance of the Contract on any site occupied by or on behalf of NPL,

except that this Condition 15 shall not apply to the extent that the Supplier is able to show that any such damage was not caused or contributed to by the Supplier's negligence or default or the negligence or default of the Supplier's employees, agents, or subcontractors.

16. Liability, Insurance and Exclusivity

16.1 The Supplier shall indemnify, and keep indemnified NPL or any of NPL's employees or agents from and against any losses, damages, liability, costs (including legal fees and third party claims) and expenses incurred by NPL as a result of or in connection with the Supplier's employees, agents or subcontractors negligent or wrongful acts or breach of any of its

obligations under the Contract unless such loss, damage or delay is attributable to negligent actions by NPL.

16.2 Nothing in this Contract limits or excludes either Party's liability for death or personal injury resulting from negligence; or any fraud or for any sort of other liability which, by law, cannot be limited or excluded.

16.3 The Supplier shall effect with a reputable insurance company a policy or policies of insurance covering all liabilities of the Supplier under the Contract. The Supplier shall, on request by NPL, produce the relevant policy of insurance, together with a receipt or other evidence of payment of the latest premium due under each such policy. The amount of any indemnity cover and/or insurance arrangements shall not relieve the Supplier of any liabilities under this Contract. It shall be the responsibility of the Supplier to determine the amount of indemnity and/or insurance cover that will be adequate to enable it to satisfy its potential liabilities under this Contract. Accordingly, the Supplier shall be liable to make good any deficiency if the proceeds of any indemnity cover and/or insurance arrangement is insufficient to cover the settlement of any claim.

16.4 The Supplier warrants that it shall not take any action or fail to take any reasonable action or (in so far as it is reasonable and within its power) permit or allow others to take or fail to take any action, as a result of which its insurance cover may be rendered void, voidable, unenforceable, or be suspended or impaired in whole or in part, or which may otherwise render any sum paid out under such insurances repayable in whole or in part.

16.5 Upon the expiry or earlier termination of this Contract, the Supplier shall ensure that any ongoing liability it has or may have arising out of this Contract shall continue to be the subject of appropriate indemnity arrangements for the period of twenty-one (21) years from termination or expiry of this Contract or until such earlier date as that liability may reasonably be considered to have ceased to exist.

16.6 The Supplier shall indemnify NPL against all actions, claims, demands, costs, charges and expenses arising from or incurred by reason of any infringement or alleged infringement of any intellectual property rights used by or on behalf of the Supplier for the purpose of performing the Contract, provided that any such infringement or alleged infringement is not knowingly caused by, or contributed to, by any act of NPL.

16.7 The Supplier hereby confirms that in entering into this Contract, no form of exclusivity has been granted to them by NPL who are at all times entitled to enter into other contracts and agreements with other suppliers for the provision of any or all goods and or services which are the same as or similar to the Goods and or Services hereunder.

[16.8 Except in the case of death or personal injury attributable to negligent acts or omissions of the Supplier and or the Supplier's employees, the Supplier's total liability to NPL under the Contract shall be limited to three times the Contract Price.]

17. Termination

17.1 NPL shall have the right at any time and for any reason to terminate the Contract in whole or in part by giving the Supplier 3 months written notice whereupon all work on the Contract shall be discontinued and NPL shall pay to the Supplier costs properly incurred by the Supplier up until the date of termination.

17.2 Either Party shall have the right to terminate the Contract by written notice to the other Party if the other Party is in material breach of any of the terms of the Contract and such material breach shall not have been remedied to the satisfaction of the aggrieved Party within a period of thirty (30) days of written notification of such breach.

17.3 The expiry or earlier termination of this Contract for whatever reason shall not affect any rights or obligations of the Supplier which accrued prior to such expiry or earlier termination

18. Notices

18.1 Any notice given to NPL under this Agreement should be sent by email to legal@npl.co.uk.

18.2 Any notice to the Supplier shall be sent to the contact identified on the purchase order.

19. Publicity

Unless otherwise agreed in writing with NPL, the Supplier shall not issue any press releases or other forms of publicity concerning the supply of the Goods to NPL or the performance of the Services for NPL.

20. Amendments and Variation

No amendment or variation in the terms of the Contract will be valid unless previously agreed in writing by NPL and the Supplier and no payment will be made for any unauthorised work.

21. Transfer and Sub-Contracting

The Supplier shall not give, bargain, sell, sub-contract or otherwise dispose of the Contract or any part thereof without NPL's prior written consent.

22. Assignment

Neither Party may assign any rights or subcontract or delegate any duties hereunder, without the express written consent of the other Party except that NPL will be fully entitled to assign or novate this Contract to the Department of Science, Innovation and Technology (DSIT).

23. No partnership or agency

The Parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the Parties shall have, nor shall represent that they have, any authority to make any commitments on the other Party's behalf. NPL is not responsible or accountable for and shall have no liability whatsoever in relation to the conduct of the Supplier in relation to the operation of this Contract.

24. Equitable relief

24.1 The Supplier recognises that any breach or threatened breach of the Contract may cause NPL irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to NPL, the Supplier acknowledges and agrees that NPL is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

24.2 The rights and remedies provided in this Contract are cumulative and not exclusive of any rights or remedies provided by general law, or by any other contract or document.

25. Waiver

25.1 No failure, delay or omission by the Supplier in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

25.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by NPL shall prevent any future exercise of it or the exercise of any other right, power or remedy by NPL.

25.3 The delay or failure by either Party to insist upon the strict performance of any provision, term or condition of this Contract or to exercise any right or remedy consequent upon such breach shall not constitute a waiver of any such breach or any subsequent breach of such provision, term or condition.

26. Severability

If any of these provisions is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable but would cease to be invalid or unenforceable if some part of the provision were deleted, the provision in question shall apply with such modification and/or deletion as may be necessary to make it valid and enforceable. No such invalidity or unenforceability shall not affect the other provisions which shall remain in full force and effect.

27. Third Party Rights

No persons other than the Parties to this Contract shall have the right to enforce the terms of this Contract which confer a benefit on such person, nor shall any persons other than the Parties to this Contract be entitled to object to or be required to consent to any amendment to the provisions of this Contract.

28. Force Majeure

28.1 A Party shall not be liable if delayed in or prevented from performing its obligations under the Contract to the extent such performance is prevented by any circumstances beyond its reasonable control including but not limited to strikes, lock outs or labour disputes of any kind (whether relating to its own employees or others), fire, flood, explosion, natural catastrophe, military operations, terrorism, blockade, sabotage, revolution, riot, civil commotion, war or civil war, plant breakdown ("Force Majeure Event"), provided that it:

28.1.1 promptly notifies the other of the Force Majeure Event and its expected duration;

28.1.2 the Force Majeure Event does not arise directly or indirectly as a result of any wilful or negligent act or default of the Supplier; and

28.1.3 uses best endeavours to minimise the effects of that event.

28.2 Where a Party is (or claims to be) affected by a Force Majeure Event it shall use reasonable endeavours to mitigate the consequences of such a Force Majeure Event upon the performance of its obligations under this Contract and to resume the performance of its obligations affected by the Force Majeure Event as soon as practicable;

28.3 Where the Force Majeure Event affects the Supplier's ability to perform part of its obligations under the Contract the Supplier shall fulfil all such contractual obligations that are not so affected and shall not be relieved from its liability to do so;

28.4 If, due to Force Majeure Event, a Party:

28.4.1 is or shall be unable to perform a material obligation; or

28.4.2 is delayed in or prevented from performing its obligations for a continuous period exceeding consecutive period of 60 days;

the other Party may, terminate the Contract on immediate notice without any liability to the other Party.

29. Compliance with Law

The Supplier shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

30. Sustainable Development

30.1 The Supplier shall comply in all material respects with applicable environmental and social law requirements in force from time to time in relation to the Goods and/or Services. Where the provisions of any such law are implemented by the use of voluntary agreements, the Supplier shall comply with such agreements as if they were incorporated into English law subject to those voluntary agreements being cited in the Specifications. Without prejudice to the generality of the foregoing, the Supplier shall:

- 30.1.1 comply with all policies and/or procedures and requirements set out in the Specifications in relation to any stated environmental and social requirements, characteristics and impacts of the Goods and/or Services and the Supplier's ability to provide the Goods and/or Services;
- 30.1.2 maintain relevant policy statements documenting the Supplier's significant social and environmental aspects as relevant to the Services being provided and as proportionate to the nature and scale of the Supplier's business operations; and
- 30.1.3 maintain plans and procedures that support the commitments made as part of the Supplier's significant social and environmental policies.

31. Anti-Bribery

31.1 The Supplier warrants and represents that:

31.1.1 it has not committed any offence under the Bribery Act 2010 or done any of the following ("Prohibited Acts"):

- (i) offered, given or agreed to give any officer or employee of NPL any gift or consideration of any kind as an inducement or reward for doing or not doing or for having done or not having done any act in relation to the obtaining or performance of this or any other agreement with NPL or for showing or not showing favour or disfavour to any person in relation to this or any other agreement with NPL; or
- (ii) in connection with this Contract paid or agreed to pay any commission other than a payment, particulars of which (including the terms and conditions of the agreement for its payment) have been disclosed in writing to NPL; and

31.1.2 it has in place adequate procedures to prevent bribery and corruption, as contemplated by section 7 of the Bribery Act 2010;

31.2 If the Supplier or its staff (or anyone acting on its or their behalf) has done or does any of the Prohibited Acts or has committed or commits any offence under the Bribery Act 2010 with or without the knowledge of the Supplier in relation to this or any other agreement with NPL:

31.2.1 NPL shall be entitled:

- (i) to terminate this Contract and (recover from the Supplier the amount of any loss resulting from the termination;
- (ii) to recover from the Supplier the amount or value of any gift, consideration or commission concerned; and

- (iii) to recover from the Supplier any other loss or expense sustained in consequence of the carrying out of the Prohibited Act or the commission of the offence under the Bribery Act 2010.

32. Anti-slavery

32.1 The Supplier undertakes, warrants and represents that neither the Supplier nor any of its officers, employees, agents or subcontractors has:

32.1.1 committed an offence under the Modern Slavery Act 2015 (a “MSA Offence”); or

32.1.2 been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or

32.1.3 is aware if any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

32.2 The Supplier shall comply with the Modern Slavery Act 2015

32.3 The Supplier shall notify NPL immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of Supplier’s obligations under Condition 32.1.

Any breach of Condition 32.1 by the Supplier shall be deemed a material breach of the Contract and shall entitle NPL to terminate the Contract.

32.4 The Supplier shall implement due diligence procedures for its subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

32.5 If required by NPL, the Supplier shall prepare and deliver to NPL, a slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.

33. Equal Opportunity and Diversity

Each Party undertakes warrants and represents that it shall comply with all applicable legislation, including but not limited to the Equality Act 2010, the Human Rights Act 1998 (“Equality Legislation”) in promoting equal opportunities and diversity, including race equality, equality of opportunity for disabled people, gender equality, and equality relating to religion and belief, sexual orientation and age in and outside the workplace. The Supplier shall indemnify NPL against all costs, claims, charges, demands, liabilities, damages, losses and expenses incurred or suffered by NPL arising out of or in connection with any breach or alleged breach of the Equality Legislation by the Supplier, its agents, employees or Sub-contractors.

34. Law

The Contract shall in all respects be construed as a contract made in England, subject to the laws of England and Wales and to the exclusive jurisdiction of the courts of England and Wales.