



UK Atomic
Energy
Authority

This document is an example set of terms that are only relevant for RAICo Professional Services contracts and are provided for information only.

They reflect the terms as at the 13 July 2023, that we would expect to utilise for any professional Service requirements.

Please note these are subject to change and any contract notice will contain the actual terms we would use for a specific requirement.

This document will need to be read in conjunction with the NEC4 Core Terms.

If you have any questions relating to these please contact phil.perkins@ukaea.uk



For

<Insert the Title of the contract>

NEC4 Professional Service Contract (as amended)

CONTRACT REF: **Insert CMF / PO Reference**

FORM OF AGREEMENT

relating to

<Insert the Title of the contract>

DATED **<Insert Contract Date>**

BETWEEN

(1) The United Kingdom Atomic Energy Authority

- and -

(2) **<Insert Consultant Name>**



For

<Insert the Title of the contract>

NEC4 Professional Service Contract (as amended)

THIS FORM OF AGREEMENT ("Agreement") is dated <Insert Contract Date> and made **BETWEEN:**

1. **THE UNITED KINGDOM ATOMIC ENERGY AUTHORITY**, a non-departmental public body whose address is Culham Science Centre, Abingdon OX14 3DB United Kingdom ("the *Client*"); and
2. <Insert Consultant Name> < Consultant Registered Office > ("the *Consultant*")

WHEREAS:

The *Consultant* has agreed to execute the *service* for the *Client* - <Insert the Title of the contract>

IT IS AGREED as follows:

1. Incorporation of Documents

1.1. This contract comprises the following documents only:

- a) this Form of Agreement;
- b) the Annexes to this Form of Agreement, including the documents referred to therein; and
- c) NEC4 Professional Service Contract June 2017 edition.

1.2. For the purpose of identification, the above documents (with the exception of NEC4 Professional Service Contract June 2017 edition) are bound in with this Form of Agreement.

2. Precedence

2.1. If there is any ambiguity or inconsistency in or between the documents comprising the contract, the priority of the documents is in accordance with the following sequence:

- a) the Contract Data Part One
- b) the *additional conditions* of contract
- c) the other conditions of contract
- d) the Scope provided by the *Client*
- e) the Contract Data Part Two
- f) the Scope provided by the *Consultant*
- g) any other document forming part of the contract

3. Execution by Counterparts

1.1. This Agreement may be executed in counterparts, and both counterparts taken together shall be deemed to constitute one and the same instrument.



UK Atomic
Energy
Authority

UKAEA Professional Services Tender: Insert CMF / PO Reference

For

<Insert the Title of the contract>

NEC4 Professional Service Contract (as amended)

THUS, this Agreement was executed on the date first above written.

SIGNED on behalf of)
the **United Kingdom Atomic Energy**)
Authority)

Signature:

Name:

(BLOCK CAPITALS)

Position:

SIGNED on behalf of)
<Insert Consultant Name>)

Signature:

Name:

(BLOCK CAPITALS)

Position:

Example Contract Terms



For

<Insert the Title of the contract>

NEC4 Professional Service Contract (as amended)

Annexe 1 – Contract Data Part One

Data provided by the *Client*

- 1 General** The *conditions of contract* are the core clauses and the clauses for main Option **A**, Option **W2** for resolving and avoiding disputes, **X2** Changes in Law and secondary Options **Y(UK)3**, and **Z** of the NEC4 Professional Service Contract June 2017

The *service* is: <Insert the Title of the contract>

The *Client* is

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

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

Address for electronic communications **Not Applicable**

The *Service Manager* is

Name **insert name**

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

Address for electronic communications **insert email address**

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

The *Client's* Procurement Representative is **insert name**.

The Scope is in

The Specification section of this document and any other documentation to which the Specification section 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.

The *period for retention of documents* is **7 years** following Completion or earlier termination



For

<Insert the Title of the contract>

NEC4 Professional Service Contract (as amended)

The following matters will be included in the Early Warning Register

.....
.....

Early Warning meetings are held at intervals no longer than **[INSERT BEFORE CONTRACT EXECUTION]**.

2 The Consultant's main responsibilities

The *key dates and conditions* to be met are: **(insert if applicable)**

3 Time

The *starting date* is **[INSERT ACTUAL AGREED DATE]**.

The *Client* provides access to the following persons, places and things **Not Applicable**

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

The *completion date* for the whole of the service is **[INSERT AGREED COMPLETION DATE]**.

If no programme is identified in Part Two of the Contract Data the period after the Contract Date within which the *Consultant* is to submit a first programme for acceptance is **2 weeks**.

4 Quality Management

The period after the Contract Date within which the *Consultant* is to submit a quality policy statement and quality plan is **4 weeks**.

The period between Completion of the whole of the service and the *defects date* is **52 weeks**.

5 Payment

The *currency of the contract* is: **GB Pounds Sterling**.

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

Other than in the case of a compensation event, expenses are to be included within the *Consultant's* labour rates and not charged separately.

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



For

<Insert the Title of the contract>

NEC4 Professional Service Contract (as amended)

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

6 Compensation events If there are additional compensation events:
These are additional compensation events **None**

8 Liabilities and insurance If there are additional *Client's* liabilities:
These are additional *Client's* liabilities **None**

The minimum amount of cover and the periods for which the *Consultant* maintains insurance are:

Insurance Table

EVENT	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OF THE SERVICE OR TERMINATION
The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	Professional Indemnity £1,000,000 in respect of each claim, without limit to the number of claims	7 years
Loss of or damage to property and liability for bodily injury or death of a person (not an employee of the <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the Service	£1,000,000 in respect of each claim, and £15,000,000 in aggregate.	12 months
Death or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	£5,000,000 in respect of each claim, without limit to the number of claims.	12 months

The *Client* provides these insurances from the Insurance Table **None**



For

<Insert the Title of the contract>

NEC4 Professional Service Contract (as amended)

The *Client* provides these additional insurances **None**

The *Consultant's* total liability to the *Client* for all matters arising under or in connection with the contract, other than the excluded matters, is limited to **the sum stated above in respect of the relevant insurance.**

**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 **London, UK.**

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 Chair of the NEC Users' Group.**

The *Adjudicator* nominating body is **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 in: Annexes 3 & 4



For

<Insert the Title of the contract>

NEC4 Professional Service Contract (as amended)

Annexe 2 - Contract Data Part Two

Data provided by the *Consultant*

1. General The *Consultant* is

Name [●]

Address for communications

[●]

Address for electronic communications

[●]

The *fee percentage* is NN%

This example sets fee percentage to 0% - if unsure, please seek advice

The *key persons* are:

The following matters will be included in the Early Warning Register

[●]

2. The *Consultant's* main responsibilities If the *Consultant* is to provide Scope

The Scope provided by the *Consultant* is in [●]

3. Time If a programme is identified in the Contract Data

The programme identified in the Contract Data is [●]

5 Payment The *Activity Schedule* is [●]

The tendered total of the prices is [●] (in words)

Resolving and avoiding disputes The *Senior Representatives* of the *Consultant* are

Name (1) [●]

Address for communications: [●]

Address for electronic communications [●]

Name (2) [●]

Address for communications: [●]

Address for electronic communications: [●]



For

<Insert the Title of the contract>

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**Data for the Short
Schedule of Cost
Components** The *people rates* are

Category of person	Unit	Rate

Example Contract Terms



Annexe 3 - Option Z: Additional conditions of contract

Option Z The *additional conditions* of contract are

Z1 General

Z11.2 Append the following definitions to clause 11.2:

“(24) **Good Industry Practice** means the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced *Consultant* engaged in activities of a similar scope and complexity to those that are the subject of this contract and under the same or similar circumstances, where such *Consultant* is seeking to comply with its contractual obligations and all applicable law and regulatory requirements.

(25) **Client Background IP** is Intellectual Property in all technical documentation and any other materials provided by the *Client* to the *Consultant*, including those detailed in Annexe 5.

(26) **Consultant Background IP** is

(a) Intellectual Property which the *Consultant* has the right at the Contract Date to license to the *Client* in accordance with the contract and which is detailed in Annexe 6 and

(b) any Intellectual Property created or developed on or after the Contract Date (other than in the course of or for the purpose of Providing the Service) which the *Consultant* has the right to license to the *Client* in accordance with the contract and which is detailed in any amendment to Annexe 6 which is agreed in writing by the *Client*.

(27) **Data Protection Legislation** means all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR), the Data Protection Act 2018 (and regulations made thereunder) or any successor legislation, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications) and, if applicable, the guidance and codes of practice issued by any competent data protection supervisory authority;”

(28) **Deliverables** are the results of the *service* created or generated by the *Consultant* (including but not limited to the *Consultant's* employees and Subcontractors) and any associated documents, calculations, computer programs, Software, hardware, firmware, drawings, manuals, models, test reports quality assurance information and other similar documents created or generated by the *Consultant* (including but not limited to the *Consultant's* employees and Subcontractors) in the course of Providing the Service (including items created and stored on disks, diskettes, tapes and other



electronically readable media), information, data, techniques, Know-how, inventions, discoveries and materials (regardless of the form or medium in which they are disclosed or stored). The Deliverables are listed in the Scope.

(28a) **Foreground IP** is all Intellectual Property identified or first reduced to practice or writing or developed in the process of Providing the Service, including any Deliverables which contain Intellectual Property;

(29) **Foreground IPR** is Intellectual Property Rights in the Deliverables other than the *Client* Background IPR and the *Consultant* Background IPR.

(29a) **Intellectual Property** is all outputs of creative endeavour in any field for which legal rights may be obtained or enforced pursuant to the law, and may include:

- a) literary works, including publications in respect of research Foreground IP and associated materials, including drafts, data sets and technical notebooks;
- b) teaching and learning materials;
- c) other original literary, dramatic, musical or artistic works, sound recordings, films, broadcasts, and typographical arrangements, multimedia works, photographs, drawings, and other works created with the aid of the resources or facilities of a party;
- d) databases, tables or compilations, computer software, preparatory design material for a computer program, firmware, courseware, and related material;
- e) patentable and non-patentable technical information;
- f) designs including layout designs (topographies) of integrated circuits;
- g) trade secrets;
- h) Know-how, information and data associated with the above; and
- i) any other works commissioned by a party not included above.

(30) **Intellectual Property Rights** (or **IPR**) are patents, rights to inventions, trademarks, service marks, trade names, registered designs, design rights, database rights, copyright (including rights in Software) and related rights, rights in Know-how, rights to use and protect confidential information, rights in domain names and other intellectual property rights, in each case whether registered or unregistered, and including rights to apply for and be granted applications for any of the above and any continuations, continuations-in-part, divisional applications, renewals or extensions of, and rights to claim priority from, those rights, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above.



(31) **Know-how** is unpatented technical information (including information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions) which is not in the public domain at the Contract Date for so long as it does not subsequently fall into the public domain due to a breach of an obligation by a party under the contract.

(32) **Software** is any and all software, computer program, protocols, operating system, middleware, applications and other instructions or information technology functions used or required as part of the service and/or Deliverables, together with:

- (a) any manuals, technical reference materials, tools, ancillary software, ancillary programs, maintenance and operation schedules and other information and documents required to operate and maintain such software, and
- (b) all updates, enhancements, additions, improvements and new releases of such software from time to time made available:
 - i. by the *Consultant* to any person,
 - ii. by any person to the *Consultant*, or
 - iii. by the person or persons who originally authored, published or marketed the Software to the market generally.

(33) **Third-Party Software** is Software in respect of which full legal and beneficial title in Intellectual Property Rights are not vested in the *Consultant* or Subcontractor.

(34) **RAICo Programme** is the programme of research and innovation effective from 1 April 2022 until 31st March 2025 and carried out by the *Client* and others for the purpose of developing and delivering the next generation of robotics services.

Z17A Insert new clause 17A “**Bribery Act 2010**”

Z17A.1 Insert new clause 17A.1:

“The *Consultant* shall:

- 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’); and
- 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 UK; and



For

<Insert the Title of the contract>

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- Comply with the *Client's* procedures relating to ethics and Propriety, as highlighted to you from time to time ('Relevant Policies'); and
- Not do, or omit to do, any act that will cause or lead the *Client* to be in breach of any of the Relevant Requirements; and
- Have and shall maintain in place throughout the term of this agreement 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 Clause Z17A, and will enforce them where appropriate. The *Consultant* shall provide such supporting evidence of compliance as the *Client* may reasonably request; and
- If requested, other than in relation to a breach of this Clause Z17A, provide the *Client* with any reasonable assistance, at the *Client's* reasonable cost, to enable the *Client* 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;"

Z17A.2 Insert new clause 17A.2: "The *Consultant* warrants and represents that neither the *Consultant* nor any of its officers, employees or other persons associated with it;

- Has been convicted of any offence involving bribery or corruption, fraud or dishonesty; or
- 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
- 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; or
- The *Consultant* shall immediately notify the *Client* 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 clause Z17A or repeat the warranties set out in clause Z17A at the relevant time."



Z19 Insert new Clause 19: “Transfer of Undertakings (Protection of Employment) Regulations”

Z19.1 Insert new clause 19.1 “The *Consultant* does not at any time during the six months period before the Completion of the contract or during any period of notice terminating this contract:

- (i) effect the promotion of any personnel engaged in Providing the Service;
- (ii) vary the remuneration or benefits of any personnel engaged in Providing the Service other than in the course of the *Consultant’s* usual salary review procedure; or
- (iii) engage additional personnel to Provide the Service without the prior written consent of the *Client*.”

Z19.2 Insert new clause 19.2 “The *Consultant* undertakes to comply in all material respects with the provisions of the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended, extended or re-enacted from time to time (“TUPE”) in connection with Providing the Service.”

Z19.3 Insert new clause 19.3

“Subject always to the provisions of the Data Protection Legislation (defined below) and any necessary consent arising of those employees affected thereby or the sanitising of any data thereby required, at any time during the six months period before the contract expiry date or during any period of notice terminating this contract, the *Consultant* shall, if required by the *Client*, provide to the *Client* or to any parties nominated by the *Client*, such information as is reasonably required arising from or in respect of the requirements of TUPE including, but not limited to information on the following:

- the name of the employees whom it is intended shall be operating the works at the date of transfer to any newly appointed consultant, their salaries, benefits and other conditions of employment, together with their age and length of service and details of any disciplinary or grievance procedures taken by or against the employees or any court or tribunal proceedings,
- the method of organisation of the employees operating the *service* and documentary evidence relating to such organisation,
- the proposal for consultation with affected employees and the provision of employee liability information



For the avoidance of doubt the provisions of this clause 19.3 shall not apply to any employee of the *Consultant* whom the *Consultant* intends to re-deploy such that they are not subject to the provisions of TUPE.

“

Z19.4 Insert new clause 19.4

“Where there is a transfer of the *service* within the scope of TUPE, the *Consultant* provides such information to the *Client* or any parties nominated by the *Client*, and the *Consultant* shall:

- provide the information reasonably required by the *Client* (whether required under TUPE or otherwise) within a reasonable time of being requested (and no less than 14 days prior to the date of transfer of provision of the *service* from the *Consultant* to the new provider unless otherwise agreed) and free of charge,
- warrant that the information provided is current, correct and valid.”

Z19A Insert new Clause 19A: “**Freedom of Information Act 2000**

Z19A.1 Insert New Clause 19A.1

“If the *Client* receives a request under the Freedom of Information Act 2000 to disclose any information falling within the restriction of Clause 26.1, and in the opinion of the *Client* (acting reasonably as a non-departmental public body) may require to be disclosed under that Act, the *Client* will notify the *Consultant* and will consult with it. The *Consultant* will respond to the *Client* within 10 days after receiving the *Client’s* notice if that notice requests the *Consultant* to provide information to assist the *Client* to determine (at its sole discretion) whether or not an exemption to the Freedom of Information Act applies to the information requested under that Act”

Z2 **The *Consultant’s* main responsibilities**

Z20 **Providing the Service**

Z20.2 Delete Clause 20.2 in its entirety and replace with, “The *Consultant’s* obligation is to use the skill and care consistent with Good Industry Practice.”

Z23 **Subcontracting**

Z23.5 Insert new Clause 23.5 “The *Consultant* includes in any subcontract awarded by them provisions requiring that

- payment due to the Subcontractor or supplier under the subcontract is made no later than 30 days after receipt of a valid and undisputed invoice, unless this contract requires the *Consultant* to make earlier payment to the Subcontractor or supplier,



- invoices for payment submitted by the Subcontractor or supplier are considered and verified by the *Consultant* in a timely fashion,
- undue delay in considering and verifying invoices is not sufficient justification for failing to regard an invoice as valid and undisputed and
- any contract awarded by the Subcontractor or supplier for work included in this contract includes provisions to the same effect as these provisions.”

Z25 Assignment

Z25.1 Replace Clause 25.1 in its entirety with:

“The *Client* (and any assignee from the *Client* and any sub-assignee from any such assignee or sub-assignee) may assign, subcontract or delegate any or all of its rights and obligations under this agreement:

- without requiring the consent of the *Consultant* or any third party; and
- without incurring any payment obligation or other additional liability.”

Z25.2 Insert new clause 25.2:

“The *Consultant* shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.”

Z26 Disclosure

Z26.1 Delete Clause 26.1 and replace with the following Clause 26.1

“Neither of the Parties discloses or uses information received from the other (whether contained in the Scope or by other means) in connection with the *service* except to the extent reasonably required to carry out their duties and exercise their rights under the contract or as expressly provided in this Clause.”

Z26.2 Delete Clause 26.2 and replace with the following Clause 26.2

“In disclosing information permitted under Clause 26.1, the disclosing Party shall procure that the person to whom such information is disclosed is made aware of the obligations of confidentiality under the contract and complies with those obligations as if it were a party to the contract.”

Z26.3 Insert new clause 26.3:

“Clause 26.1 does not apply to information disclosed by the disclosing Party:

- which is in or comes into the public domain other than through breach of the contract,



- insofar as it comes lawfully into the possession of the recipient party from a third party,
- which the recipient party can prove was already known to it before its receipt from the disclosing party,
- which has been independently developed by the recipient party otherwise than in the course of exercise of that party's rights or obligations under the contract or the implementation of the contract,
- to the extent that it is required to be disclosed by applicable law or the requirements of any recognised stock exchange, or authority of competent jurisdiction to whose rules the party making the disclosure is subject, whether or not having the force of law,
- to its professional advisers, or
- which is disclosed to an affiliate subject to the recipient party undertaking not to disclose such information in terms corresponding to clause 26.1.”

Z26.4 Insert new clause 26.4:

“Clause 26.1 does not apply to the disclosure of any information by the *Client*:

- that it reasonably requires to disclose to any other party in connection with the *service*,
- that it reasonably requires to disclose to any Government department or grant making body that is funding the contract in whole or part including but not limited to disclosures under Clause 19A,
- in respect of information which is embodied in:
 - Foreground IP for all purposes in order for the *Client* to exercise to the fullest extent the licences granted to it in respect of Foreground IP under Clause 70.1 and/or
 - *Consultant* Background IP to exercise to the fullest extent the licence granted to them under Clause 70.7.”

Z26.5 Insert new clause 26.5:

“The provisions of this Clause 26 shall survive the termination (for any reason) of the contract.”

Z26.6 Insert new clause 26.6:

“The *Consultant* may publicise the *service* and the existence of this contract only with the *Client*'s agreement.”



Z27 Insert new Clause 27: “**Consultant’s Design**”

Z27.1 Insert new Clause 27.1:

“The *Consultant* carries out the design work in accordance with the Scope and submits particulars of its design work to the *Service Manager* for acceptance.

Reasons for not accepting the *Consultant’s* design work are that it does not comply with the Scope or it does not comply with the applicable law. The *Consultant* does not proceed with design work not accepted by the *Service Manager*.

The *Service Manager’s* acceptance of the *Consultant’s* design work does not relieve the *Consultant* from responsibility for its design work.”

Z28 Insert new Clause 28 “**The Public Contracts Regulations 2015**”

Z28.1 Insert new Clause 28.1

“The *Consultant* does not appoint a Subcontractor or supplier if there are compulsory grounds for excluding the Subcontractor or supplier under regulation 57 of the Public Contracts Regulations 2015”.

Z29 Insert new Clause 29: “**Compliance with Cyber Essentials Accreditation**”

Z29.1 Insert new Clause 29.1:

“The *Consultant* is required to hold and maintain through the life of the contract Cyber Essentials or Cyber Essentials Plus accreditation. The *Client* may terminate under core clause 91.2 (R11) if the *Consultant* fails to comply with the minimum requirement for Cyber Essentials accreditation.”

Z31 **The programme**

Z31.5 Insert new Clause 31.5:

“In addition to any other reasons set out in the Agreement a further reason for the *Service Manager* not accepting a revised programme, is that the revised programme does not comply with the *Client’s* funding constraints.”

Z31.6 Insert new Clause 31.6:

“The *Consultant* may not accelerate or re-programme any elements of the contract without the *Service Manager’s* acceptance. A reason for not accepting the acceleration or revised programming is that this does not meet the *Client’s* funding constraints.”

Z51 **Payment**

Z51.6 Insert new Clause 51.6:

“the invoice referred to in Clause 51.1 is a tax invoice that separately identifies applicable VAT. The *Consultant* submits it to: UK Atomic Energy



Authority Accounts Payable, K2/1.09, Culham Science Centre, Abingdon, Oxon. OX14 3DB. Finance@uk-atomic-energy.org.uk

A copy is sent to the Service Manager at the same time.

Z61 Notifying compensation events

Z61.8 Insert new Clause 61.8: “The *Consultant* immediately notifies the *Client’s* Procurement Representative of the following:

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

The *Client’s* Procurement Representative may attend early warning meetings at its discretion.”

Z63 Assessing Compensation Events

Z63.13 Insert new clause 63.13:

“When assessing a compensation event, the *Consultant* ensures that the evaluation and substantiation of travel expenses, subsistence and similar conforms to the Conditions Relating to Travel and Subsistence, set out in Annexe 4.

Z70 Delete Clause 70 and replace with Intellectual Property.

Z70.1 Delete Clause 70.1 and replace with:

“**Foreground IP.** The Foreground IP is owned by the *Consultant* absolutely. The *Consultant* grants to the *Client* a transferable, worldwide, irrevocable, perpetual, non-exclusive, royalty-free licence to use, develop, copy and exploit the Intellectual Property Rights in the Foreground IP for all and any purposes, commercial or otherwise, together with the unrestricted and free right to grant sublicences to any other party and the unrestricted right to permit sublicences thereunder. The *Consultant* shall ensure that:

- a) the unencumbered legal and beneficial title in the Intellectual Property Rights in the Deliverables created by its Subcontractors in the course of Providing the Service shall vest in the *Consultant* or, if agreed in writing in the case of any specific Deliverable, in the *Client*,
- b) the *Consultant* has all rights vested in it to grant the licence and sublicences thereunder as set out in this clause for all and any purposes, commercial or otherwise.

Z70.2 Delete Clause 70.2 and replace with:



“Use of Third-Party Software. The *Consultant* undertakes to the *Client* that it shall not, without the prior written consent of the *Client*, use any Third-Party Software in the Deliverables unless:

- (a) it is detailed in Annexe 6 contained in the Scope provided by the *Consultant* in Part Two of the Contract Data; and
- (b) the *Consultant* has the right at no additional cost to the *Client* to grant or procure the grant to the *Client* a non-exclusive, royalty-free, worldwide and irrevocable licence under the Intellectual Property Rights in such Third-Party Software together with the free right to grant sublicences thereunder to any other party and the right to permit sublicences thereunder to the full extent required by the *Client* (save as expressly detailed in Annexe 6):
 - i. to enable the use, operation and maintenance of the Deliverables as set out in the Scope.
 - ii. to exercise the rights in respect of the Foreground IP granted by Clause 70.1 and of the *Consultant* Background IP granted by Clause 70.7; and

For the avoidance of doubt, no licence is granted by the contract to any source code in the Third-Party Software except to the extent otherwise expressly provided in the Scope.

Z70.3 Delete Clause 70.3 and replace with:

“Licence to *Client* Background IP. The *Client* agrees to make the *Client* Background IP available to the *Consultant* solely to Provide the Service. The *Client* grants to the *Consultant* a revocable, non-exclusive licence to copy, adapt, modify, use and communicate the *Client* Background IP solely for the purposes of fulfilling its obligations under this contract. The *Consultant* may grant sub-licences under the *Client* Background IP to Subcontractors and third parties engaged by Subcontractors strictly for the purpose of fulfilling its obligations under this contract. Such licence or any sub-licence will be subject to Clause 26 (Disclosure) and shall terminate upon Completion, or otherwise immediately on termination of the contract for any reason. “

Z70.4 Insert new Clause 70.4:

“Waiver of moral rights. The *Consultant* irrevocably waives, and shall procure that each Subcontractor irrevocably waives, any rights they may have pursuant to Chapter IV (Moral Rights) of Part 1 of the Copyright Designs and Patents Act 1988 and any other rights of a similar nature that may accrue in any applicable jurisdiction in relation to the Foreground IP, and where applicable the *Consultant* shall obtain a written waiver from its employees and



from the respective employees of each Subcontractor, of any such rights which they may have from time to time.”

Z70.5 Insert new Clause 70.5:

“**Further assurance.** The *Consultant* (at its own cost) shall execute such further documents and do such other things and shall procure that each Subcontractor executes such further documents and does such other things, as the *Client* may request, in order to obtain for the *Client* the full benefit of this Clause 70.

Z70.6 Insert new Clause 70.6:

“**Ownership of Background IP.** This contract does not affect the ownership of any *Client* Background IP or any *Consultant* Background IP, which will remain the property of the relevant party (or its licensors). No licence to use any Intellectual Property Rights is granted or implied by this contract except as expressly set out in this contract.

Z70.7 Insert new Clause 70.7:

“**Licence to Consultant Background IP.** The *Consultant* grants to the *Client* a non-exclusive, perpetual, irrevocable, royalty-free licence to use and exploit the Intellectual Property Rights in the *Consultant* Background IP:

- for the purpose of the *Client* exercising its rights under this contract; and
- for all and any purposes connected with the RAICo Programme; and
- in respect of the Foreground IP,

together with the right to grant sub-licences thereunder to any third party without the consent of the *Consultant*, and permitting any such third party itself to sub-license its rights under any such sub-licence without the consent of the *Consultant*, for the purpose of exercising its or its licensees’ and sub-licensees’ rights arising under this contract.

In respect of any *Consultant* Background IP which the *Consultant* has licensed in from a third party, the *Consultant* procures from that third party all rights which enable the *Consultant* to comply with its obligations under this clause.

Without prejudice to the foregoing, the *Consultant* notifies the *Client* immediately in the event that any such rights cannot be procured.

Deliverables shall not contain any intellectual property which is subject to or contains the *Consultant* Background IP unless otherwise stated in the Scope provided by the *Client* in Part One of the Contract Data.”



Z70.8 Insert new Clause 70.8:

“No right to source code in Software contained in Background IP. For the avoidance of doubt, no licence is granted by the contract to any source code in the Software comprised in any Background IP.”

Z70.9 Insert new Clause 70.9:

“Identification of Consultant Background IP. The *Consultant* acknowledges that prior to entering into this contract it has identified and declared to the *Client* any *Consultant* Background IP in Annexe 6.

The *Consultant* shall not make any additions or amendments to Annexe 6 without the prior written agreement of the *Client*.”

Z70.10 Insert new Clause 70.10:

“The *Consultant* warrants that the Deliverables, the *Consultant* Background IP and the Foreground IP shall not infringe any Intellectual Property Rights or moral rights of any third party, being any party other than the *Client* and the *Consultant*.”

Z70.11 Insert new Clause 70.11:

“The licences granted to the *Client* pursuant to Clauses 70.1 and 70.7 continue notwithstanding Completion or earlier termination of the *Consultant’s* obligations under the contract.

Z70.12 Insert Clause 70.12: **“Optional Extended Licence.** The *Client* has the option to make one or more requests to the *Consultant* by written notice (an “Option Notice”) at any time from the Contract Date until 31st March 2026 (or such shorter period as the *Client* may agree in writing) to negotiate in good faith with the *Client* to grant to the *Client* on fair and reasonable terms non-exclusive licence(s) (each an “Extended Licence”) to the *Consultant’s* Background IP to the extent required to exercise the rights in that Foreground IP, for all and any purpose (or limited to any purpose specified in the Option Notice).

If the parties are unable to agree the terms of the Extended Licence within ninety days after the date of service of the Option Notice the rights under this Clause 70.12 will lapse in respect of the request contained in the Option Notice.”

Z8 **Liabilities and insurance**

Z83 **Insurance cover**



Z83.3 In the insurance table delete the words: “normally used by professionals providing services similar to the service” and replace with: “consistent with Good Industry Practice.”

Z87 Limitation of Liability

Z87.1 Delete the words “the Contract Data” from the first paragraph of Clause 87.1 and replace with “the insurance table”.

Append the following after the final bullet point of Clause 87.1:

“

- any liability of the *Consultant* to the *Client* under this Agreement for costs incurred by the *Client* in enforcing this contract,
- interest payable by the *Consultant* under this Agreement on any monies owed by the *Consultant* pursuant to this contract, and
- fraud of the Nominated Staff or of any other representative of the *Consultant*.”

Z87.2 Insert new Clause 87.2 as follows: “No Party shall be liable to the other Party for:

- any indirect special or consequential loss or damage, or
- any loss of profits, turnover, business opportunities, damage to goodwill (whether direct or indirect) or anticipated savings, arising out of or in connection with this Agreement.”

Z9 Termination

Z90.2 Amend the Termination Table in Clause 90.2 as follows: delete “R1-R15, R18 or R22” and replace with “R1-R15, R18 or R22-23.”

Z90.5 Insert new Clause 90.5 as follows: “The *Client* shall be entitled to pay and employ other entities to perform all or part of any activities terminated under this contract for any reason without any liability to the *Consultant*.”

Z91 Reasons for Termination

Z91.9 Insert new clause 91.9:

“The *Client* may terminate under the second bullet point of clause 91.3 (R15) if the *Consultant* substantially fails to comply with Health, Safety and Environmental legislation and/or the requirements of the Services Information in so far as they relate to health, safety and the environment.”

Z91.10 Insert new Clause 91.10 as follows:

“The *Client* may terminate at any time and for any reason on giving reasonable notice to the *Consultant* such notice being not less than 3 months (“Termination for Convenience”)(R23)”. ”



Z91.11 Insert new clause 91.11 as follows:

“The *Client* may terminate the *Consultant's* obligation to Provide the Services if any of the provisions of paragraph 73(1) of The Public Contracts Regulations 2015 apply.

If the *Client* terminates under the provisions of paragraph 73(1)(b) of the Public Contracts Regulations 2015 as a result of information not disclosed by the *Consultant* at the Contract Date, this is equivalent to the *Consultant* substantially failing to comply with its obligations(R11)

If the *Client* otherwise terminates under the provisions of paragraph 73(1) of the Public Contracts Regulations 2015, this is equivalent to the *Client* Terminating for Convenience (R23).



For

<Insert the Title of the contract>

NEC4 Professional Service Contract (as amended)

Annexe 4 – Conditions Relating to Travel and Subsistence

(a) T & S General Policies

The UKAEA T&S Policy shall apply to all T&S payments. UKAEA will be liable for T&S expenses only up to the travel rates quoted below.

T&S expense claims are to be evidenced by receipts or invoices in all cases.

T&S issues such as "Home Base" shall be agreed with the UKAEA contract manager prior to costs being incurred by the Potential *Consultant*

T&S will be charged at the cost incurred by the Potential *Consultant* subject to their compliance with the UKAEA T&S terms and conditions

No handling charge or profit will be applied to T&S expenses

No Normal or Incentivised Profit will be applied to T&S expenses

(b) Allowable Expenses - Travel and Subsistence.

Payments are intended to meet the extra costs incurred when away from home and/or the normal workplace in providing the Services, which were not covered within the labour selling rates applicable to this Agreement.

Individuals will be reimbursed on the basis of reasonable expenses actually incurred. The expenditure must be supported by receipts. In the exceptional circumstances where it is not possible to obtain a receipt, UKAEA will repay that expense, provided that it is within the terms of this policy and agreed with the UKAEA contract manager

(c) Overnight Expenses

Where overnight stays are involved, reimbursement will be on the same basis as detailed above. Overnight accommodation should be arranged which is consistent with the requirement to ensure employees' personal safety, convenience and need to work if necessary, together with the safe custody of any UKAEA materials or equipment for which they may be responsible

As a guide, accommodation standard would normally be 3 star or equivalent hotels for business purposes. In addition, UKAEA will reimburse all reasonable costs including meals.

The cost of an evening meal will include a reasonable level of refreshment taken with the meal. For guidance purposes the cost should be in line with average menu prices in the accommodation used. A reasonable level of refreshment, if alcoholic in nature, is the equivalent of half a bottle of wine

(d) Hire Cars

It is UKAEA Policy that the most cost-effective means of transport be used. However, there is no obligation for individuals to use their own vehicles in providing the services. Even if it is more cost-effective to use a hire car, an individual may still choose to use his or her car provided that the cost is capped at a hire car equivalent for the business trip

It is the individual's responsibility to ensure that the car they are using is properly insured for the relevant journey

(e) Authorisation of Expenses

Expenditure that is not within this expense policy will not be authorised.

All expenditure shall be itemised on the claim form and be supported by receipts



For

<Insert the Title of the contract>

NEC4 Professional Service Contract (as amended)

(f) Mileage Rates

The business mileage rates which are to be applied to this contract are as follows:

Car Mileage	£ Rate / Mile	Comments
Car Mileage (Pre- authorised)	0.45	Capped at the hire car equivalent
Motorcycle	0.24	Business mileage

Company / Lease Car (Pre-authorized) see table below Business mileage

Car Mileage	£ Rate/Mile			
Petrol LPG Engine Size	Petrol	LPG	Diesel Engine Size	Diesel
1400cc or less	0.12	0.07	1600cc or less	0.10
1401cc - 2000cc	0.15	0.09	1601cc - 2000cc	0.12
2001cc and over	0.22	0.13	2001cc and over	0.13

Petrol Hybrid cars are treated as petrol cars for this purpose

(g) Accommodation & Subsistence Expenses (Based on 24 Hours)

The following rates include Hotel, Dinner, Bed and Breakfast and sundry expenses such as telephone calls home, newspapers, laundry and drinks:

Accommodation & Overnight Expenses	£ / Night
Inner London Overnight Rate (Within 5 Miles of Charing Cross Station)	130.00
Rest of UK Overnight Rate	105.00
Day Subsistence Expenses	£ / Day
(Includes Light Snacks or Refreshments)	
Expenses (Excluding meals at UKAEA Site Restaurants)	5.00

(h) Travel Time

UKAEA expects that travel time outside normal working hours will be kept to a minimum

UKAEA will pay for travel time outside UKAEA "normal working hours" at half the Labour Selling Rate of the individual

UKAEA will pay for travel time within UKAEA "normal working hours" at the full Labour Selling Rate of the individual

UKAEA payment for travel time will be restricted to a maximum of 5 hours per round trip and must be based on actual travel hours incurred

UKAEA "normal working hours" are 8.10am to 4.20pm Monday to Friday

UKAEA will not pay for mileage and travel time where the round trip is less than 20 miles

UKAEA will not pay for any mileage or travel time between the individual's home and normal place of work



For

<Insert the Title of the contract>

NEC4 Professional Service Contract (as amended)

Annexe 5 - Client Background IP Declaration

DRAFTING NOTES:

1. If any of the tables below is redundant, do not delete them but replace the text in the first column with 'Nothing to declare'.
2. The text displayed below is example text and should be replaced with your own information.]

Part 1 - Registered IP	Application / Registration Number
Registered Patent / Patent Application	GB 33333333
Registered Trade Mark / Trade Mark Application	UK 0000xxxxxxx
Registered Design / Design Application	EU xxxxxxxx
etc	etc ...

Part 2 - Software & Database	Client Identifier
Source code	GitHub, disc, hard drive, etc. Ref: xxx
Machine code	GitHub, disc, hard drive, etc. Ref: xxx
Executable files	GitHub, disc, hard drive, etc. Ref: xxx
etc	etc ...

Part 3 - Documented Know-how & Trade Secrets	Client Identifier
Technical Notebook	Notebook No: xxx
Draft Operating Manual	IPxxxx – Title: yyy
Unpublished Poster	Title: xxx
etc	etc ...



For

<Insert the Title of the contract>

NEC4 Professional Service Contract (as amended)

Part 4 - Other Know-how and Trade Secrets	Figures (if required)
Free text – eg: In addition to the registered IP rights listed above, <i>Client</i> has been conducting R&D into a optical/electrical power supply in which an AC voltage can be generated without the need for a motor/battery as described in patent GBxxxxxxx. Figures 1 – 3 describe the extent of our work so far in this area	Figure 1
	Figure 2

Part 5 - Hardware	<i>Client</i> Identifier
Widget 1	W-CMP-xxx
Widget 2	WM-CMP-xxx
etc ...	etc ...

Part 6 - In-licences to <i>Client</i>
<i>Client</i> has an exclusive licence from [Name1] for the use of library files xxxxx
<i>Client</i> has a non-exclusive licence from [Name2] to use Registered Patent No: GB 4444444
etc ...

Part 7 - Out-licences of the <i>Client</i> Background IP listed in this Annexe 5
Two non-exclusive licences for the use of Draft Operating Manual No: IPxxxx – Title: yyy
One sub-licence to use Registered Patent No: GB 4444444
etc ...



For

<Insert the Title of the contract>

NEC4 Professional Service Contract (as amended)

Annexe 6 - Consultant Background IP Declaration

DRAFTING NOTES:

1. If any of the tables below is redundant, do not delete them but replace the text in the first column with 'Nothing to declare'.
2. The text displayed below is example text and should be replaced with your own information.]

Part 1 - Registered IP	Application / Registration Number
Registered Patent / Patent Application	GB 33333333
Registered Trade Mark / Trade Mark Application	UK 0000xxxxxxx
Registered Design / Design Application	EU xxxxxxxx
etc	etc ...

Part 2 - Software & Database	Consultant Identifier
Source code	GitHub, disc, hard drive, etc. Ref: xxx
Machine code	GitHub, disc, hard drive, etc. Ref: xxx
Executable files	GitHub, disc, hard drive, etc. Ref: xxx
etc	etc ...

Part 3 - Documented Know-how & Trade Secrets	Consultant Identifier
Technical Notebook	Notebook No: xxx
Draft Operating Manual	IPxxxx – Title: yyy
Unpublished Poster	Title: xxx
etc	etc ...

Part 4 - Other Know-how and Trade Secrets	Figures (if required)
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For

<Insert the Title of the contract>

NEC4 Professional Service Contract (as amended)

<p>Free text – eg:</p> <p>In addition to the registered IP rights listed above, <i>Consultant</i> has been conducting R&D into a optical/electrical power supply in which an AC voltage can be generated without the need for a motor/battery as described in patent GBxxxxxxx. Figures 1 – 3 describe the extent of our work so far in this area.</p>	Figure 1
	Figure 2

Part 5 - Hardware	<i>Consultant</i> Identifier
Widget 1	W-CMP-xxx
Widget 2	WM-CMP-xxx
etc ...	etc ...

Part 6 - In-licences to <i>Consultant</i>
<i>Consultant</i> has an exclusive licence from [Name1] for the use of library files xxxxx
<i>Consultant</i> has a non-exclusive licence from [Name2] to use Registered Patent No: GB 4444444
etc ...

Part 7 - Out-licences of the <i>Consultant</i> Background IP listed in this Annexe 6
Two non-exclusive licences for the use of Draft Operating Manual No: IPxxxx – Title: yyy
One sub-licence to use Registered Patent No: GB 4444444
etc ...