



Dated xxxxxx

NORTHERN GAS NETWORKS OPERATIONS LIMITED

PROVISION OF SERVICES

Tender Ref: XXX

**AGREEMENT FOR THE PROVISION OF
SERVICES**

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This Agreement is made on XXXXXX

Between

- (1) **Northern Gas Networks Operations Limited** (company number 03528783) whose registered office is at 1100 Century Way, Thorpe Park Business Park, Colton, Leeds, LS15 8TU (**Company**); and
- (2) XXXXX (Company number XXXXXX) whose registered office is at XXXXX (**Supplier**).

It is agreed

1 Definitions and Interpretation

1.1 In this Agreement:

Affiliate means in respect of either party, a company which is a Subsidiary or which is a Holding Company of that party, or a Subsidiary of such Holding Company, in each case for the time being

Applicable Laws means, for the time being, any binding Court order, judgment or decree, and any law, statute, regulation, bylaw, ordinance, subordinate legislation, industry licence, code, policy, guidance, standard or accreditation terms enforceable by law which is in force and/or which is stipulated by any relevant regulatory authority (including any licences granted under the Gas Act 1986) and including the Data Protection Laws

Business Day means any day other than a Saturday, Sunday or a public or bank holiday in England

Commencement Date means xxxxxxxx

Company Background Material means Material other than Company New Material, Supplier New Material or Supplier Background Material, provided by, for or on behalf of any Company Group Member to the Supplier in connection with the performance or receipt of the Services (whether or not it is incorporated in New Material)

Company Group means the Company and each of its Affiliates for the time being, and

Company Group Member means any one of such companies

Company Material means the Company Background Material and the Company New Material

Company New Material means any Material, other than Supplier New Material, which is generated, created or discovered by, for or on behalf of any Company Group Member in connection with and/or in the course of the performance of the Company's obligations hereunder or the receipt of the Services, including any modifications to Company Background Material

Company's Business means **Maintenance of the Northern GAS Network**

Confidential Information means all documents, databases, diagrams, calculations, data, processes, business methodologies, contracts (including this Agreement), financial information, plans, ideas, strategies, projections, products, designs and other information whether in physical form, electronic form or otherwise, whether expressed to be confidential or not, and in whatever media or format provided or orally disclosed by either Party (the **Disclosing Party**) to the other Party (the **Receiving Party**) in the course of, or in connection with the performance of each Party's obligations under this Agreement and information obtained by the Receiving Party from the Disclosing Party as a result of being present at any premises of the Disclosing Party (whether by observing any plant or equipment or otherwise)

Contract Price means the price for the Services stated in schedule 2 (Pricing) and calculated in accordance with its provisions

Data Protection Laws means (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003), any subsidiary regulations and statutory instruments and any successor legislation and (ii) the GDPR (for so long as and to the extent that the law of the European Union has legal effect in the UK) and any other directly applicable European Union regulation relating to privacy and (iii) any applicable guidance and codes of practice issued from time to time by the Information Commissioner relating to privacy.

Data Subject has the meaning given to it in the Data Protection Laws.

Deliverable means any item to be prepared, written, created or otherwise delivered by the Supplier in the course of (or in contemplation of) performing the Services, including any items identified as such in schedule 1 (Services and Specification)

Environmental Information Regulations (EIRs): the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations

Event of Insolvency means if the Supplier is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), or becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), ceases or threatens to cease to carry on its business or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction

Expiry Date means xxxxx

Force Majeure means any cause preventing either Party from performing any or all of its obligations under this Agreement which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the Party so prevented (but for the avoidance of doubt excluding strikes, lockouts or other industrial disputes which have their

origin within the employees of the Party so prevented or default of suppliers or sub-contractors or breakdown of vehicles)

GDPR means the General Data Protection Regulation ((EU) 2016/679)

Good Industry Practice means all relevant practices and professional standards which would be expected of a leading expert service provider performing services substantially similar to the Services to customers of the same nature and size of the Company

Holding Company shall have the meaning given in section 1159 of the Companies Act 2006 and shall include parent undertakings as defined in section 1162 of the Companies Act 2006 (each section as being in force at the date of this Agreement)

Intellectual Property Rights and **IPR** means patents (including rights in, and/or to, inventions), trademarks, service marks, rights in goodwill, design rights and registered designs, rights in and/or to internet domain names and website addresses, copyright (including future copyright), database rights, rights in and to confidential information (including know how and trade secrets) and all other intellectual property rights (including any applications and any rights capable of registration) of any nature subsisting worldwide at any time

Losses means all losses, claims, proceedings, demands, actions, liabilities, fines, charges, damages, costs and expenses including legal fees on a solicitor/client basis and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties (in each case whether internal or external costs)

Material means any inventions, discoveries, documents, information, items, data, designs, prototypes, drawings, formulations, know-how or other material (in whatever form) including software, firmware, computer programs, documented methodologies, processes and procedures (including without limitation any Records)

New Material means the Company New Material and the Supplier New Material

Party and **Parties** means a party to, or the parties to, this Agreement

Personal Data has the meaning given to that term in the Data Protection Laws

Project Manager means the person nominated by the Company under clause 3.5 to act as the Company's representative for the purpose of this Agreement

Records means all books, documents, manuals, reports and other records, in each case in physical or electronic form, created, modified, maintained and/or held by the Supplier in connection with this Agreement

Replacement Services means services equivalent or similar in nature to the Services, whether in whole or in part

Request for Information: a request for information or an apparent request under the EIRs

Services means the services to be provided by the Supplier to the Company under and in accordance with this Agreement as further defined in the Specification

Site means the place or places at which the Company requires the Services to be provided as detailed in schedule 1 (Services and Specification) or such other place or places as may be agreed in writing by the Company and the Supplier

Site Regulations means the rules, regulations, requirements and conditions in relation to the Site notified from time to time to the Supplier by the Company, including those notified under clause 9.1(b) and those (if any) that are set out in the Specification

Specification means the specification of the Services as set out in schedule 1 (Services and Specification)

Subsidiary has the meaning given in section 1159 of the Companies Act 2006 and shall include subsidiary undertakings as defined in section 1162 of the Companies Act 2006 (each section as being in force at the date of this Agreement)

Successor Supplier means any supplier (or proposed supplier) from time to time of any Replacement Services to the Company whether in whole or in part

Supplier Background Material means Material (including Material owned by or licensed from a third party), other than Company Material or Supplier New Material, provided by, for or on behalf of the Supplier and/or used in connection with the performance and/or receipt of the Services

Supplier's Equipment means all equipment, vehicles, temporary buildings, tools, stores and other articles of any kind brought onto the Site by or on behalf of the Supplier for use by the Supplier in providing the Services but not themselves forming part of either the Services or the Deliverables

Supplier New Material means any Material which is generated, created or discovered by for or on behalf of the Supplier during the Term (and, where relevant, in advance of the Term, to the extent created in contemplation of this Agreement) in connection with or in the course of the performance of its obligations hereunder

Supplier Personnel means any employees, officers, sub-contractors and individuals contracted to the Supplier and involved to any extent in the performance of the Services and/or this Agreement

Term means the period during which this Agreement is in full force and effect

TUPE means the Transfer of Undertakings (Protection of Employment) Regulations 2006

VAT means Value Added Tax as defined under the Value Added Tax Act 1994.

1.2 In this Agreement unless the context otherwise requires:

(a) references to gender shall include all other genders, the singular shall include the plural (and vice versa), the words "other", "includes", "including" "for example" and

"in particular" do not limit the generality of any preceding words, and the expression "person" shall mean any individual, company, incorporated association, partnership, government, State, agency of State or joint venture;

- (b) any reference to a statute or a statutory provision (including any enactment, order, regulation or instrument) shall be construed as a reference to the same from time to time as amended, consolidated, modified, extended, re-enacted or replaced, and any subordinate legislation, including any regulation, rule or by-law made under that statute or statutory provision;
- (c) references to clauses and schedules are references to clauses of and schedules to this Agreement, references in a schedule to a part or paragraph are to parts or paragraphs of that schedule, and references in this Agreement to a "party" or "Party" shall include its successors in title and permitted assigns; and
- (d) headings and indexes are for reference purposes only and shall not be used to construe or interpret the meaning of this Agreement.

1.3 For the purposes of this Agreement, any Services provided to the Company shall also, if required by the Company be provided to any nominated sub-contractor of the Company.

1.4 The Supplier shall immediately notify the Company of any conflicts, discrepancies, errors or omissions within this Agreement. As soon as reasonably practicable following receipt of such notice the Company will resolve such matter (at its absolute discretion) and such resolution shall not entitle the Supplier to the payment of any additional sums.

2 Commencement and Duration

2.1 This Agreement shall commence on the Commencement Date and shall, unless and until terminated in accordance with the provisions of this Agreement, continue until the Expiry Date.

3 The Supplier's Obligations

3.1 The Supplier shall diligently provide the Services and deliver any Deliverables to the Company strictly in accordance with this Agreement so as to meet the standards and quality specified by this Agreement, or if not specified, so as to reasonably satisfy the Company.

3.2 The Supplier shall:

- (a) provide the Services and the Deliverables in accordance with the Specification and all Applicable Laws and shall do all things necessary to provide the Services, including the provision of the Supplier's Equipment;
- (b) provide the Services and the Deliverables in accordance with any agreed completion dates; and
- (c) devote such of the Supplier Personnel as may be necessary for the proper performance of its obligations under this Agreement.

3.3 The Supplier shall:

- (a) comply with the reasonable directions of the Company;
- (b) act diligently and in good faith in all its dealings with the Company and use its best endeavours to promote the interests and maintain the goodwill of the Company;
- (c) obtain and maintain at its own expense all licences, permissions, permits, powers and consents (other than those specified in this Agreement to be the responsibility of the Company) necessary to perform its obligations under this Agreement;
- (d) maintain and make available for inspection by the Company at the Supplier's sole expense such records, including daily time sheets, as the Company may reasonably require for the purposes of supporting the calculation of the Contract Price and shall grant the Company (including their employees, agents and sub-contractors) such access to the Supplier's premises as the Company may reasonably require for the purposes of inspection of such records. The Supplier shall keep all such records for a period of not less than eight (8) years following the performance of all of the obligations of each Party owed to the other under the terms of this Agreement;
- (e) subject to compliance with the Data Protection Laws, when requested by the Company, provide to the Company at any time the names of each employee of the Supplier engaged in providing the Services, their respective job titles, job descriptions, age, duration and terms and conditions of employment; and
- (f) be deemed to have satisfied itself as to its liability (if any) which may accrue under TUPE, by reason of the award of this Agreement and to have included within the Contract Price the cost of such liability (if any).

3.4 The Supplier warrants, represents and undertakes to the Company that:

- (a) it shall provide the Services and the Deliverables:
 - (i) in accordance with the terms of this Agreement and (to the extent not in conflict with this requirement) Good Industry Practice;
 - (ii) in accordance with (and shall ensure that its employees and agents comply in all respects with) all Applicable Laws and all relevant aspects of the Safe Systems of Work; and
 - (iii) in accordance with the scope of Services and Specification as set out in schedule 1 (Services and Specification) of this Agreement.
- (b) the Supplier has the full right, capacity, authority and power to enter into this Agreement and perform the Services in accordance with this Agreement and this Agreement constitutes obligations binding on the Supplier in accordance with its terms. The Supplier is not aware of any matter, fact or circumstance which will or may prevent the Supplier performing the Services and its obligations under this Agreement in accordance with its terms;

- (c) the contents of its response to the Company's Invitation to Tender in respect of the Services is complete, true and accurate in all respects;
- (d) it shall maintain and enforce an anti-drugs and alcohol misuse policy (which shall be no less onerous than the Company's policy) and shall ensure that any of the Supplier Personnel who fail a test under such a policy are immediately removed from the provision of the Services;
- (e) it shall (at its own cost) carry out such work (within a timescale notified by the Company) as is necessary to remedy any failure to provide the Services in accordance with this Agreement;
- (f) it shall comply with the European Investment Bank's requirements as set out in Schedule 1; and
- (g) it shall comply with the terms of Schedule 5 (Corporate Criminal Offences).

3.5 The Company shall nominate the Project Manager (whose identity shall be notified to the Supplier from time to time) and may at its sole discretion change any nomination from time to time by notifying the Supplier. The Project Manager may nominate one or more representatives to assist him and may, at his sole discretion, change the nomination from time to time by notifying the Supplier.

4 Payment

4.1 Subject to the satisfactory provision of the Services by the Supplier in accordance with the provisions of this Agreement, the Company shall pay the Supplier the Contract Price in accordance with the provisions of this clause 4 (Payment) and schedules 2 (Pricing) and 4 (Payment).

4.2 The Contract Price shall be fixed and may only be varied by agreement in writing between the Company and the Supplier in accordance with clause 20.9 (Variation).

4.3 The Company may withhold payment of sums due to the Supplier or set-off sums due from the Supplier to the Company against sums due to the Supplier at no additional cost to itself where it has reasonable grounds for so doing and, for the avoidance of doubt, any non-payment arising from any such withholding or set-off shall not be regarded as a breach by the Company of this Agreement. However, unless otherwise agreed in writing by the Company, the Supplier shall not be entitled to make any withholding or set-off against the Company unless the Supplier is required by law to make such withholding or set-off or such withholding or set-off is admitted or agreed in writing by the Company or awarded by any court or in any arbitration or adjudication.

4.4 Unless it otherwise agrees in writing, the Company will make all payments to the Supplier by bulk electronic clearing (BACS). For the avoidance of doubt, the Supplier shall not call at the Company's premises to collect any payment.

4.5 Each party shall be entitled to receive interest on any payment not paid when properly due pursuant to the terms of this Agreement, calculated from day to day at a rate per annum equal to 2% above the base rate of the Bank of England and payable from the day after the

date on which payment was due up to and including the date of payment (whether before or after judgment).

- 4.6 All sums payable under this Agreement are, unless otherwise stated, exclusive of VAT. Any VAT payable in respect of such sums shall be payable in addition to such sums, at the rate from time to time prescribed by law, on delivery of a valid VAT invoice.

5 Intellectual Property

- 5.1 This Agreement shall not operate to assign any right, title, interest or Intellectual Property Rights in any of the Company Background Material or the Supplier Background Material.

- 5.2 The Supplier hereby assigns with full title guarantee and free from all liens, charges, encumbrances and other rights of whatever nature exercisable by any third party absolutely (and shall procure that all Supplier Personnel assign absolutely) to the Company (or, at the Company's option, any Company Group Member), by way of present assignment of existing and all future rights, all property, rights, title and interest in and to the New Material and all Intellectual Property Rights in the New Material (together with all rights to take action for any past, present and future damages and other remedies in respect of any infringement or alleged infringement of such Intellectual Property Rights) (the **Assigned Rights**), with the intent that the same shall vest in the Company immediately upon creation of the same.

- 5.3 The Supplier shall (and shall procure that the Supplier Personnel shall) do all things and execute all documents as the Company may require in order to perfect, formalise or achieve the vesting of the Assigned Rights as provided for in clause 5.2, and to enable the Company to take the full benefit of such Assigned Rights. The Supplier shall also provide the Company with all assistance requested by the Company for the purposes of applying for and/or registering any Assigned Rights and/or with respect to any infringement action or any actions in respect of misuse or ownership of the Assigned Rights and/or the validity of the Assigned Rights that the Company may bring or which is brought against it.

- 5.4 Subject to the Supplier having complied with its obligations under clause 5.3, the Company hereby grants to the Supplier (to the extent that it is lawfully entitled to do so) a non-exclusive, non-transferable, royalty-free, personal licence during the Term to use the New Material and the Company Background Material (and any Intellectual Property Rights of the Company subsisting in the same) to the extent necessary and for the sole purpose of the proper performance of the Services and its other obligations under this Agreement.

- 5.5 The Supplier hereby grants (and shall procure that the Supplier Personnel shall grant) to the Company a non-exclusive, perpetual, worldwide, irrevocable, royalty-free licence (with the right to grant sub-licences):

- (a) to use, and to authorise any Successor Supplier to use, both during and after the Term, such of the Supplier Background Material as is necessary for the provision and receipt of the Services and/or any Replacement Services; and
- (b) to use and exploit commercially the Supplier Background Material, both during and after the Term, in connection with the utilisation of the New Material in the operation and conduct of the Company's Business in its ordinary course.

- 5.6 In providing the Services in accordance with this Agreement, the Supplier shall not without the Company's prior written consent, use any third party's Intellectual Property Rights and, where any third party Intellectual Property Rights are used, the Supplier shall ensure that it has obtained all necessary third party consents, licences or assignments to enable the Supplier to provide the Services and/or perform all of their other obligations under this Agreement and to enable the Company and / or any Company Group Member to freely use and benefit from the same to the extent equivalent to the scope of the licence granted by clause 5.5 above. The Supplier shall indemnify the Company and / or any Company Group member against any Losses that the Company and / or any Company Member may suffer as a result of the Supplier breaching its obligations as set out in this clause 5.6.

6 Confidentiality

- 6.1 Subject to clause 6.3 and clause 6.5, each Party shall, and shall procure that its officers, employees, agents and sub-contractors shall, keep confidential all Confidential Information relating to the other Party that it obtains from the other party in connection with this Agreement or the negotiations leading up to it. Each Party shall only use such information in the proper performance of its obligations and the exercise of its rights under this Agreement and shall not divulge any such information to any other person without the prior written consent of the other, unless permitted to do so by clause 6.3.
- 6.2 The Supplier shall ensure that the standard of care it employs in protecting the Confidential Information of the Company from disclosure shall be no less than the standard which the Supplier employs in the protection of its own Confidential Information, which shall be at least in accordance with Good Industry Practice.
- 6.3 A Receiving Party may disclose the Confidential Information of the Disclosing Party if and to the extent that:
- (a) the Receiving Party can show that the information was already, or has subsequently become, published or publicly available for use other than through a breach of this Agreement or of any confidentiality obligation owed by that Party; and/or
 - (b) the Receiving Party is required to disclose the information by law or any competent regulatory body (including but not limited to the Information Commissioner's Office in the case of the Company pursuant to the EIRs) or recognised investment exchange.
- 6.4 The Company may disclose the Confidential Information of the Supplier on a confidential basis to a bona fide prospective assignee to the extent necessary for the purpose of the proposed assignment.
- 6.5 Clause 6.1 shall not apply to a Party in relation to information to the extent that the Receiving Party can show:
- (a) that the information was already lawfully in its possession (without restriction on disclosure or use) before it obtained the information in connection with this Agreement or the negotiations leading up to it;
 - (b) that the information has subsequently lawfully been disclosed to it (without restriction on disclosure or use) by a person who is not a party to this Agreement and who itself

lawfully obtained the information and is not under any obligation restricting its disclosure or use; or

- (c) from its records that it has derived the same information independently of that obtained by it in connection with this Agreement or the negotiations leading up to it.

6.6 The obligations in this clause 6 shall survive the expiry or termination of this Agreement.

6.7 On the termination or expiry of this Agreement, each party shall, on request, promptly return to the Disclosing Party all records and documents containing that Party's Confidential Information (including copies) or if requested by the Disclosing Party destroy the Confidential Information (including copies) in the manner specified by the Disclosing Party and promptly certify to the Disclosing Party in writing that it has done so provided always that the Company shall have no obligation to return or destroy any Confidential Information which is contained within any Deliverables or other Material provided by the Supplier to the Company in accordance with this Agreement. For the avoidance of doubt, where the Disclosing Party is the Company, references in this clause to Disclosing Party shall include each Company Group Member and in each case their customers, sub-contractors and employees.

6A Environmental Information Regulations

6A1 The Supplier acknowledges that the Company is subject to the requirements of the EIRs. The Supplier shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the Company to enable the Company to comply with its obligations under the EIRs;
- (b) transfer to the Company all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Business Days of receipt;
- (c) provide the Company with a copy of all information belonging to the Company requested in the Request For Information which is in its possession or control in the form that the Company requires within 5 Business Days (or such other period as the Company may reasonably specify) of the Company's request for such information; and
- (d) not respond directly to a Request For Information unless authorised in writing to do so by the Company.

6A2 The Supplier acknowledges that the Company may be required under the EIRs to disclose information (including Confidential Information) without consulting or obtaining consent from the Supplier. The Company shall take reasonable steps to notify the Supplier of a Request For Information to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the Company shall be responsible for determining in its absolute discretion whether any Confidential Information and/or any other information is exempt from disclosure in accordance with the EIRs.

7 Management Meetings

- 7.1 The Supplier shall undertake at its sole expense to provide the Company at agreed intervals with such management information and progress reports in relation to the Services as may be agreed between the Parties. The Supplier shall also attend such service review meetings as the Company may require during the Term to assess the ongoing provision of the Services and any improvements to the Services as the Company may require.

8 Inspection and Testing

- 8.1 The Company shall have the right to inspect and perform on the Services (or any part of them including work-in-progress) the specific tests (if any) set out in the Specification and such other tests as it considers reasonable to ascertain the conformance of the Services with this Agreement. Such inspection and/or testing may take place at all reasonable times at the Site and/or at the Supplier's premises (as the case may be) and the Supplier shall procure that access is given to the Company to all such premises for that purpose and that all reasonable assistance is given to the Company. The Company may at any time at the point of inspection and/or testing reject the Services which, in the reasonable opinion of the Company, are not in conformance with this Agreement.
- 8.2 Any inspection, testing, checking, rejection or approval made, carried out or given by or on behalf of the Company shall not relieve the Supplier from any obligation under this Agreement or prejudice any of the rights, powers or remedies of the Company.
- 8.3 If, as a result of such inspection and/or testing under clause 8.1, the Company is not satisfied that the Services will conform in all respects with this Agreement and the Company so informs the Supplier, the Supplier will take all steps necessary to ensure prompt conformance. Without prejudice to any of the other rights, powers or remedies of the Company, any failure of this obligation by the Supplier will be deemed a material breach which is not capable of remedy entitling the Company to terminate this Agreement under clause 16.2.

8A Audit

- 8A1 In addition the Supplier shall allow the Company and any auditors of or other advisers to the Company to access any of the Supplier's premises, personnel and relevant records as may be reasonably required in order to:
- (a) fulfil any legally enforceable request by any regulatory body (including without limitation Ofgem and/or the Health and Safety Executive); or
 - (b) undertake verifications of the accuracy of the Contract Price or identify suspected fraud; or
 - (c) undertake verification that the Services are being provided, and all obligations of the Supplier are being performed, in accordance with this Agreement.
- 8A2 The Company shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services by the Supplier and that, where possible, individual audits are co-ordinated with each other to minimise any disruption.

- 8A3 Subject to the Company's obligations of confidentiality, the Supplier shall provide the Company (and its auditors and other advisers) with all reasonable co-operation, access and assistance in relation to each audit.
- 8A4 The Company shall provide reasonable advance notice of its intention to conduct an audit unless such audit is conducted in respect of a suspected fraud, in which event no notice shall be required.
- 8A5 The Parties shall bear their own costs and expenses incurred in respect of compliance with their obligations under this clause 8A, unless the audit identifies a material default by the Supplier, in which case the Supplier shall reimburse the Company for all its reasonable costs incurred in the course of the audit.
- 8A6 If an audit identifies that:
- (a) the Supplier has failed to perform its obligations under this Agreement then without prejudice to the other rights and remedies of the Company, the Supplier shall take the necessary steps to promptly comply with its obligations at no additional cost to the Company;
 - (b) the Company has overpaid any charges, the Supplier shall pay to the Company the amount overpaid within 30 days from the date of receipt of an invoice or notice to do so; and
 - (c) the Company has underpaid any charges, the Company shall pay to the Supplier the amount of the under-payment within 30 days from the date of receipt of an invoice for such amount.
- 8A7 The Company may increase the extent to which it monitors the Supplier's performance in the provision of the Services if the Supplier fails to meet the service levels or fails to fulfil its other obligations under this Agreement. The Company shall give the Supplier prior notification of its intention to increase the level of its monitoring. The Supplier shall bear its own costs in complying with the Company in relation to any monitoring which is conducted by the Company pursuant to this clause 8A.
- 8A8 Nothing in this clause 8A relieves the Supplier from its obligations under this Agreement.

9 Access to the Site and Regulations

- 9.1 The Company shall:
- (a) grant or procure to be granted to the Supplier (including its employees and agents all such rights (if any) in relation to the Site (or any part of it) which the Company determines are reasonably necessary for the purposes of providing the Services including access for providing the Services and for bringing on to, removing from and using on the Site any Supplier's Equipment.

For the avoidance of doubt, unless otherwise agreed in writing by the Company, nothing shall require the Company to grant or to procure to be granted any right which is exclusive to the Supplier or which restricts or may restrict the rights of the Company, or any third party; and

- (b) notify the Supplier, before the commencement of the provision of the Services, of all of the rights granted under clause 9.1(a) and the terms and conditions upon which such rights have been granted.

9.2 The Supplier shall:

- (a) with respect to the Site, at its own expense comply with and procure that its employees and agents comply with all Applicable Laws and all of the Site Regulations (if any) particularly (but without limitation) those relating to health and safety; and
- (b) not exercise or purport to exercise any rights in respect of the Site (or any part of it) in excess of those which have been granted under clause 9.1.

9.3 For the avoidance of doubt, nothing in these clauses shall relieve the Supplier of its contractual, statutory or common law responsibilities or obligations in relation to the Site (or any part of it).

9.4 The parties agree that the rights granted under this clause 9 to the Supplier (including its employees and agents) and/or the provision of any office space shall take effect as a licence only and does not grant the Supplier exclusive possession nor create a tenancy. Where office space is provided the Company may in its absolute discretion notify the Supplier that the office space is at a different location or move the Supplier at any time to another location.

10 Equipment

10.1 The Supplier shall not use or permit to be used any equipment or materials of the Company in the performance of the Services or otherwise without the prior written consent of the Company and on such terms as the Company may in its sole discretion determine.

10.2 Any equipment, vehicles, tools and other articles of any kind of a moveable nature of the Company that are provided by the Company to the Supplier in connection with the provision of the Services shall be at the Supplier's risk from the time of receipt by the Supplier until their redelivery to the Project Manager. The Supplier shall effect and maintain, for the period during which such items are at the Supplier's risk, appropriate all risks insurance cover with respect to such items for their full replacement value. The Supplier shall ensure that, at all times, such insurance contains a 'primary insurance' endorsement and, for the avoidance of doubt, the provisions of clauses 14.2 and **Error! Reference source not found.** (Insurance) shall apply in relation to such insurance.

10.3 The Supplier shall:

- (a) be responsible for all proper welfare and amenity facilities for its personnel whilst they are on the Site and for observance by the Supplier, its employees and agents of all applicable health and safety precautions necessary for the protection of such persons and others visiting the Site, including any precautions required to be taken pursuant to any Applicable Laws; and
- (b) in providing the Services, ensure that there is no avoidable interference at the Site with the operations of the Company or of any other sub-contractors of such parties and the use and enjoyment of any public rights or of any property (whether or not

such property is owned by the Company), and shall use its best endeavours to minimise the nature and duration of any unavoidable interference.

- 10.4 Except as otherwise agreed in writing by the Company the Supplier shall, at its own risk and expense provide everything necessary for the provision of the Services including the provision of the Supplier's Equipment, which shall remain the responsibility and at the risk of the Supplier who shall be liable for its delivery, unloading, loading, insurance, maintenance, care, safety, storage and removal. The Supplier shall remove all Supplier's Equipment from the Site at the end of each of its visits and leave the Site in an undamaged, clean, tidy and safe condition.

11 Supplier's Personnel

- 11.1 The Project Manager may on notice require the Supplier to remove (or cause to be removed) any member of the Supplier Personnel, who, in the reasonable opinion of the Company or the Project Manager persists in any misconduct, is guilty of any gross or wilful misconduct, is incompetent or negligent in the performance of their duties, fails to conform with any material provisions of this Agreement or persists in any conduct which is prejudicial to safety, health, or the protection of the environment.
- 11.2 The Supplier and the Supplier Personnel shall comply with all reasonable directions given by the Company.

12 Data Protection Compliance

- 12.1 Both Parties will comply with all applicable requirements of the Data Protection Laws. This clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Laws.
- 12.2 The Parties acknowledge that for the purposes of the Data Protection Laws, the Company is the Data Controller and the Supplier is the Data Processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Laws).
- 12.3 Without prejudice to the generality of clause 12.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this Agreement (further details of which are set out in Schedule 6):
- (a) process that Personal Data only in accordance with, and to the extent of, the written instructions of the Company and in accordance with this Agreement and shall not process the Personal Data for any other purpose. The Supplier will keep a record of any processing of personal data it carries out on behalf of the Company;
 - (b) promptly comply with any request from the Company requiring the Supplier to amend, transfer or delete the Personal Data;
 - (c) provide, at the Company's request, a copy of all Personal Data held by it in connection with this Agreement in the format and on the media reasonably specified by the Company;

- (d) ensure that it has in place all appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (e) ensure that all personnel who have access to and/or process Personal Data (of which such access shall be limited to those employees who need access to the Personal Data to meet the Supplier's obligations under this Agreement) are: obliged to keep the Personal Data confidential; reliable; have undertaken training in the laws relating to the handling of Personal Data; and are aware of each Party's duties and their personal duties under Data Protection Laws and this Agreement;
- (f) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Company has been obtained and the following conditions are fulfilled:
 - (i) the Supplier has provided appropriate safeguards in relation to the transfer (including but not limited to using the EU standard contractual clauses or binding corporate rules);
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Supplier complies with the reasonable instructions notified to it in advance by the Company with respect to the processing of the Personal Data;
- (g) assist the Company in responding to any request from a Data Subject in respect of this Agreement (and shall forthwith forward to the Company any such requests it receives) and in ensuring compliance with its obligations under the Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators. Furthermore, if the Supplier receives any complaint, notice or communication which relates directly or indirectly to the processing of the Personal Data under this Agreement it shall immediately notify the Company and it shall provide the Company with full co-operation and assistance in relation to any such complaint, notice or communication.

- (h) notify the Company without undue delay on becoming aware of a Personal Data breach, any unauthorised or unlawful processing, loss of, damage to or destruction of the Personal Data and take all necessary corrective action at the Supplier's cost;
- (i) at the written direction of the Company, delete or return Personal Data and copies thereof to the Company on termination of the Agreement unless required by Applicable Law to store the Personal Data;
- (j) maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for the Company or its designated auditor(s) to inspect/audit all facilities, equipment, documents and electronic data relating to the processing of Personal Data by the Supplier under this Agreement; and
- (k) not do or omit to do anything which causes the Company to breach any Data Protection Laws or contravene the terms of any registration, notification or authorisation under any Data Protection Laws of the Company.

12.4 The Supplier shall not appoint any third party processor of Personal Data under this Agreement without the Company's prior written agreement. Any such consent given will be on the condition that the Supplier confirms that it has entered into or (as the case may be) will enter into a written agreement with the third-party processor incorporating terms which are substantially similar to those set out in this clause. As between the Company and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it with the Company's agreement pursuant to this clause.

12.5 The Supplier will indemnify, defend and hold harmless the Company and its respective directors, officers, agents, successors and assigns from any and all losses that they may suffer or incur arising from or in connection with any breach by the Supplier and/or Supplier Personnel of the obligations set out in this clause 12.

13 Liability

13.1 Subject to clause 13.5 below, the Company shall not be liable for any indirect, special, punitive or consequential Losses whether arising in contract, tort (including negligence), breach of statutory duty, restitution, under any indemnity or otherwise.

13.2 The Supplier shall indemnify and keep indemnified, defend and hold harmless the Company and in each case their respective officers, directors, employees, agents, successors and assigns, from any and all Losses incurred by the Company, to the extent resulting directly or indirectly from, or connected in any way with any of the matters listed below (whether or not such Losses were foreseeable at the date of entering this Agreement):

- (a) the Services, the Deliverables, the Supplier's Equipment and/or the Supplier's breach of this Agreement;
- (b) any claim that any Deliverable, Material and/or Intellectual Property Right provided or licensed by or on behalf of the Supplier to the Company or the use, reproduction or exploitation of any of the same by or on behalf of any such parties, infringes a third party's Intellectual Property Rights **(Supplier Intellectual Property Infringement)**;

- (c) any act or omission (including negligence, wilful default or dishonesty) of the Supplier and/or Supplier Personnel;
 - (d) any death of or personal injury to any employees, agents, sub-contractors or other persons of the Supplier or the Company or to any third party, to the extent caused by any act, omission or default of the Supplier and/or Supplier Personnel;
 - (e) all Losses (including, without limitation, in relation to allegations of unfair dismissal, breach of contract, sex, race, disability or age discrimination, equal pay, redundancy payments, protective awards, awards pursuant to Regulations 12 and 15 of TUPE, any other claim under the Employment Rights Act 1996 or the Trade Union and Labour Relations (Consolidation) Act 1992 or the Working Time Regulations 1998) howsoever and whenever arising under or in connection with the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) due to the transfer or alleged transfer of any contracts of employment of any of the Supplier Personnel to the Company or a provider of Replacement Services on termination or expiry (in whole or in part) of the Agreement. The Supplier shall indemnify and keep indemnified and hold harmless the Company and any third party providing Replacement Services against such Losses after the termination (whether in whole or in part) of this Agreement.
- 13.3 In the event of any Supplier Intellectual Property Infringement, or where the Supplier reasonably believes one is likely to occur, the Supplier shall, in addition to its obligation to indemnify and to the other rights the Company may have under this Agreement, at the Supplier's expense promptly secure the right to continue using the relevant Deliverable, Material and/or Intellectual Property Right free of charge and on the terms of this Agreement or, where the Supplier is unable to procure such rights, make such alteration, modification or adjustments to or replace the item in question free of charge within twenty (20) Business Days (or such other period agreed in writing with the Company) as is necessary and acceptable to the Company in order to make the materials non-infringing (without reducing or adversely affecting the functionality or performance thereof).
- 13.4 The Supplier shall notify the Company as soon as it knows or becomes aware of any event arising in connection with this Agreement which it believes may give rise to a claim under the provisions of this clause 12.1 and the Supplier shall not make any admissions which may be prejudicial to the defence or settlement of any third party claim, allegation, demand or action in connection with any indemnities given in this Agreement.
- 13.5 Nothing in this Agreement excludes or limits the liability of either Party for death or personal injury caused by its own negligence (or the negligence of its directors, employees, agents or sub-contractors), for fraudulent misrepresentation by it, for fraud or for any matter for which it would be illegal for either Party to exclude or to attempt to exclude its liability.
- 13.6 Subject to clauses 13.1 and 13.5, the total aggregate liability of the Company (including all of its employees, servants, agents or sub-contractors) howsoever arising under or in connection with this Agreement and whether in contract, tort (including negligence) breach of statutory duty, restitution, under any indemnity or otherwise, shall be limited to the Contract Price.

- 13.7 The Company and the Supplier acknowledge that the above provisions of this clause 12.1 (Liability) are reasonable and are reflected in the Contract Price.

14 Insurance

- 14.1 The Supplier shall maintain (at its sole cost) adequate insurance cover to meet any liabilities which may arise with respect to its performance or failure to perform its obligations under this Agreement for such period as is necessary to ensure that insurance is provided for all such liabilities irrespective of when any claim in relation to any such liability is made (Insurances). Minimum insurance levels and minimum policy requirements are as set out within the Summary schedule.
- 14.2 The Supplier shall provide the Company on request with a broker's letter confirming that the Insurances are in full force and effect.

15 Assignment and Sub-Contracting

- 15.1 The Supplier shall not assign nor otherwise transfer, nor sub-contract, any of its rights or obligations under this Agreement (in whole or in part) without the prior written consent of the Company, which shall not be unreasonably withheld.
- 15.2 If the Supplier sub-contracts any part of the Services, then the Supplier shall not be relieved from any liability or obligation whatsoever under this Agreement, and the Supplier shall be fully responsible for the acts, omissions or defaults of any sub-contractor (and its employees) as if they were the acts, omissions or defaults of the Supplier.
- 15.3 The Company shall have the right to assign the benefit or novate the benefit and the burden of this Agreement in whole or in part to any third party provided always that in the case of any assignment, the Company shall serve notice of the assignment upon the Supplier as soon as reasonably practicable after completing such an assignment. The Supplier agrees that it shall enter into such form of agreement as the Company may reasonably require to effect the novation by the Company of any of its obligations under this Agreement to a third party and to release the Company from its obligations and liabilities hereunder.

16 Termination

- 16.1 The Company may (without prejudice to any of its other rights, powers or remedies) terminate this Agreement or any part of this Agreement and/or the Services immediately by notice to the Supplier upon the occurrence of any of the following:
- (a) the Supplier suffering any Event of Insolvency;
 - (b) the Supplier breaching any of its confidentiality obligations as set out in this Agreement or committing any repudiatory act.
- 16.2 The Company may terminate the Agreement for convenience on not less than three (3) months' written notice to the Supplier.
- 16.3 Either Party shall have the right to terminate this Agreement immediately by notice to the other Party if the other Party is in material breach of this Agreement and either such breach is

incapable of remedy or, where such breach is capable of remedy, the other Party fails to remedy such breach within ten (10) Business Days of the date of service of a notice specifying the breach and requiring it to be remedied.

- 16.4 Termination or expiry of this Agreement shall not prejudice any rights, powers or remedies of either Party which had arisen on or before the date of termination or expiry and shall not affect the coming into force or the continuation in force of any term that is expressly or by implication intended to come into or continue in force. Upon the termination or expiry of this Agreement each Party shall (if required by the other Party) promptly return to the other all Materials and other property of the other held by it and the Supplier shall (if required by the Company) remove all Supplier's Equipment remaining on the Site in accordance with clause 10.4 and shall otherwise immediately cease to exercise the rights granted under clause 9.1 (if any).
- 16.5 The Supplier shall following termination of this Agreement co-operate with and provide the Company with such information, advice and/or ongoing assistance as the Company may require (at the Company's request and, if terminated by the Company other than pursuant to clause 16.1, at the Supplier's expense) in order to ensure that such termination and its consequences causes the minimum disruption to the Company's business and affairs and the performance of its responsibilities, and in order to enable a smooth and seamless transition from the Services to the Replacement Services.
- 16.6 For the avoidance of doubt, the Company shall not be obliged to pay any cancellation charge or other compensation to the Supplier (including, without limitation, in respect of redundancy payments for the Supplier's employees or loss of profits) by reason solely of termination of this Agreement by the Company.

17 Notices

- 17.1 All notices to be given to a party under this Agreement shall be in writing in English and shall be marked for the attention of the person, and delivered by hand or sent by first class pre-paid post to the address detailed at the head of this Agreement. All notices sent to the Company must be copied to the Company Secretary and Legal Director. A party may change the details recorded for it in this clause by notice to the other in accordance with this clause 17.1.
- 17.2 A notice shall be treated as having been received: if delivered by hand between 9.00 am and 5.00 pm on a Business Day (**Business Hours**), when so delivered; and if delivered by hand outside Business Hours, at the next start of Business Hours; and if sent by first class post, at 9.00am on the Business Day after posting if posted on a Business Day, and at 9.00am on the third Business Day after posting if not posted on a Business Day.

18 Contracts (Rights of Third Parties) Act 1999

- 18.1 The rights accruing to the Company under this Agreement shall also extend for the benefit of Northern Gas Networks Limited (as ultimate asset owner).
- 18.2 Subject to clause 18.1 and where otherwise expressly set out in this Agreement, this Agreement is only enforceable by the original Parties to it and by their successors in title and

permitted assignees and any rights of any other person to enforce or rely upon any term of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 are excluded.

19 Force Majeure

- 19.1 Neither Party to this Agreement shall be deemed to be in breach of this Agreement or otherwise liable to the other Party in any manner whatsoever for any failure or delay in performing its obligations under this Agreement to the extent (and solely for the duration) that the same is caused by reason of Force Majeure.
- 19.2 If a Party is unable to perform any of its obligations under this Agreement by reason of Force Majeure then it shall give written notice to the other Party, specifying the nature, extent and anticipated impact of the Force Majeure, immediately on becoming aware of the Force Majeure and will at all times use all reasonable endeavours to mitigate the severity of the Force Majeure. The Company shall only be obliged to pay the Supplier for the Services actually performed during the Force Majeure.
- 19.3 Immediately upon the cessation of the Force Majeure the Party affected shall serve a notice informing the other Party in writing that the Force Majeure has ceased. The Party affected shall thereafter immediately resume full performance of its obligations under this Agreement save where the Company has terminated this Agreement in accordance with clause 19.4 below.
- 19.4 If pursuant to this clause 19 (Force Majeure), the Supplier is excused from the performance of any Services for a period exceeding 30 days, then the Company (whether or not it has previously exercised its rights under this clause), may terminate the whole or any relevant part of this Agreement or any Services affected by the Force Majeure by giving written notice of termination to the Supplier.

20 General

- 20.1 Each Party will do or procure the doing of all acts and things and execute or procure the execution of all such documents as the other Party reasonably considers necessary to give full effect to the provisions of this Agreement.
- 20.2 No failure to exercise, nor any delay in exercising any right or remedy hereunder shall operate as a waiver thereof or of any other right or remedy hereunder, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.
- 20.3 Nothing in this Agreement is to be construed as establishing or implying any partnership or joint venture between the parties, or as appointing any party as the agent or employee of any other party.
- 20.4 If any provision of this Agreement is declared by a judicial or other competent authority to be wholly or partly void, voidable, illegal or otherwise unenforceable that provision shall be deemed to be severed from this Agreement and will not affect any other provisions of this Agreement, which will remain in full force and effect, and enforceable to fullest extent permitted by law. The Parties will in good faith endeavour to agree to amend this Agreement

to reflect as nearly as possible the spirit and intention behind the void, voidable, illegal or otherwise unenforceable provision.

- 20.5 The Supplier shall not at any time publish or permit to be published either alone or in conjunction with any other person any information, article, photograph, illustration or any other material of whatever kind, relating to this Agreement or the business of the Company generally, without the prior written consent of the Company. Such consent shall only relate and apply to each specific request for consent.
- 20.6 This Agreement (together with all other documents to be entered into pursuant to it and those referred to in this Agreement) sets out the entire agreement and understanding between the parties, and supersedes all proposals and prior agreements, arrangements, course of dealings and understandings between the parties, whether written or oral, relating to its subject matter.
- 20.7 Each party acknowledges that in entering into this Agreement (and any other document to be entered into pursuant to it and / or referred to in this Agreement) it does not rely on any representation, warranty, collateral contract or other assurance of any person (whether party to this Agreement or not) that is not set out in this Agreement or the documents referred to in it. Nothing in this Agreement shall, however, limit or exclude any liability of either party for fraud or fraudulent misrepresentation.
- 20.8 Save as expressly indicated otherwise, all rights, powers and remedies granted to either of the Parties shall be cumulative and without prejudice to any other right, power or remedy of the Company no single or partial exercise of any right, power or remedy shall restrict or prejudice any other or further exercise of it or the exercise of any other right, power or remedy available to it.
- 20.9 No variation of the provisions of this Agreement shall be valid unless in writing signed by a duly authorised representative of the Company and a duly authorised representative on behalf of the Supplier.
- 20.10 This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, but shall not take effect until each party has executed at least one counterpart and exchanged it with the other. Each counterpart shall constitute an original of this Agreement, but all counterparts together shall constitute a single agreement.
- 20.11 This Agreement shall be governed by the laws of England and Wales and the parties agree that the courts of England and Wales shall have exclusive jurisdiction over any claim or matter arising out of or in connection with this Agreement.

Signed by the Parties or their duly authorised representatives on the date of this Agreement.

Schedule 1

Services and Specification

EIB Requirements:

The Company from time to time receives funding from the European Investment Bank (EIB) in respect of certain of its capital and other qualifying projects.

Pursuant to this funding, the EIB requires the Company's suppliers (including the Supplier) to comply with the following audit and integrity related obligations in respect of all contracts (Contracts) (including this Agreement) between the Company and each of its suppliers:

- (i) to promptly inform the Company and the EIB of any genuine allegation, complaint or information received or held with regard to criminal offences (being any of the following criminal offences as applicable: fraud, corruption, coercion, collusion, obstruction, money laundering, financing of terrorism);
- (ii) in relation to an alleged criminal offence (as defined above), to allow the Company and/or the EIB to review the supplier's books and records in relation to the Contracts and to take copies of documents to the extent permitted by law; and
- (iii) to keep books and records of all financial transactions and expenditures in connection with the Contracts.

Schedule 2

Pricing

Schedule 3 – Timetable

Schedule 4

Payment

1 General

- 1.1 Invoices shall be submitted [monthly], to the payments section of the Company at 1100 Century Way, Thorpe Park Business Park, Colton, Leeds, LS15 8TU or to such other address as may be notified to the Supplier by the Company from time to time.
- 1.2 The Company will pay each valid invoice within 30 days of receipt.

Schedule 5

Corporate Criminal Offences

1A. *Anti-Bribery and Corruption*

1. COMPLIANCE WITH RELEVANT REQUIREMENTS

1.1 The Supplier shall:

- (a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);
- (b) 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;
- (c) 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, and subparagraph 0 above, and will enforce them where appropriate;
- (d) promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this agreement;
- (e) shall provide to the Company such supporting evidence of compliance with this subparagraph 1 as the Company may reasonably request.

1.2 The Supplier shall ensure that any person associated with the Supplier who is performing services in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this subparagraph 0 (**Relevant Terms**). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Company for any breach by such persons of any of the Relevant Terms.

1.3 Breach of this subparagraph 0 shall be deemed a material breach under the termination clause in the main body of the Agreement.

1.4 For the purpose of this subparagraph 0, the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), and section 8 of that Act respectively. For the purposes of this subparagraph 0 a person associated with the Supplier includes but is not limited to any subcontractor of the Supplier.

1B. *Anti-Slavery and Human Trafficking*

1. COMPLIANCE WITH ANTI-SLAVERY AND HUMAN TRAFFICKING LAWS AND POLICIES

1.1 In performing its obligations under the agreement, the Supplier shall:

- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015; and
- (b) have and maintain throughout the term of this agreement its own policies and procedures to ensure its compliance; and
- (c) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and
- (d) include in its contracts with its subcontractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this subparagraph.

2. DUE DILIGENCE

2.1 The Supplier represents and warrants that:

- (a) neither the Supplier nor any of its officers, employees or other persons associated with it:
 - (i) has been convicted of any offence involving slavery and human trafficking; and
 - (ii) 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 of or in connection with slavery and human trafficking.

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

3. REPORTS

3.1 The Supplier shall notify the Company as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this agreement.

3.2 The Supplier shall prepare and deliver to the Company on request a 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.

1C. Anti-facilitation of tax evasion

1. ANTI-FACILITATION OF TAX EVASION

1.1 The Supplier shall:

- (a) not engage in any activity, practice or conduct which would constitute either:
 - (i) a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or
 - (ii) a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017;
- (b) have and shall maintain in place throughout the term of this agreement such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including without limitation employees of the Supplier) and to ensure compliance with subparagraph 0 above;
- (c) promptly report to the Company any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017; and
- (d) provide the Company with such supporting evidence of compliance with this subparagraph as the Company may reasonably request.

1.2 The Supplier shall ensure that any person associated with the Supplier who is performing services and providing goods in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this subparagraph 1 (**Relevant Terms**). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Company for any breach by such persons of any of the Relevant Terms.

1.3 Breach of this subparagraph 1 shall be deemed a material breach under the termination clause set out in the main body of the Agreement.

1.4 For the purposes of this subparagraph 1, the meaning of reasonable prevention procedure shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017 and a person associated with the Supplier includes but is not limited to any subcontractor of the Supplier.

1D. Blocked Persons

1.1 The Supplier represents, warrants, and covenants that (i) it is not and is not controlled by a Blocked Person, (ii) it is not a target of sanctions that have been imposed by the United Nations Security Council, the European Union, Her Majesty's Treasury, or the U.S. Office of

Foreign Assets Control (OFAC), (collectively, "**Sanctions Authorities**"), and (iv) the items and services provided by the Supplier to the Company were not procured from a Blocked Person or in violation of any sanction administered or enforced by any Sanctions Authorities.

For the purposes of this clause "**Blocked Person**" means (a) a person whose name appears on the list of Specially Designated Nationals and Blocked Persons published by OFAC, (b) a person, entity, organization, country or regime that is blocked or a target of sanctions (in the case of a country, only a country that is blocked or a target of country-wide sanctions) that have been imposed under U.S. Economic Sanctions Laws or (c) a person that is an agent, department or instrumentality of, or is otherwise beneficially owned by, controlled by or acting on behalf of, directly or indirectly, any person, entity, organization, country or regime described in paragraph (a) or (b).

Schedule 6

Data Processing Activities

Subject matter of the processing:	
Purpose of the processing:	
Duration of the processing:	
Types of Personal Data:	
Categories of Data Subject:	

Schedule 7

Summary

Commencement Date: XXXXX

Expiry Date: xxxxxx

Insurance levels:

Employer's liability *minimum indemnity £5,000,000 per occurrence*

Motor Third Party Liability – unlimited

Public liability *minimum indemnity £5,000,000 per occurrence*

Professional Indemnity *minimum indemnity £5,000,000 per occurrence*

Project Manager **XXXXX**

Company Representative **Alex O'Connell, In House Solicitor, NGN**

Supplier Representative **XXXXXX**

Signed by)
duly authorised for and on behalf of)
Northern Gas Networks Operations)
Limited

Dated
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Signed by)
duly authorised for and on behalf of)
XXXX)

Dated
.....