Dated

Grant Agreement

between

RADIOACTIVE WASTE MANAGEMENT LIMITED

and

[ ]

Relating to

Depleted, Natural and Low Enriched Uranium (DNLEU) backfill option investigation

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**THIS AGREEMENT** is dated 2021

Parties

1. Radioactive Waste Management Limited (Company Number 08920190) whose registered office is at Building 329 West Thomson Avenue, Harwell Oxford, Didcot, England, OX11 0GD (Funder).
2. [ ] (Recipient).

Background

1. The Funder wishes to [include the description of the service]
2. The Funder has agreed to pay the Grant to the Recipient to assist it in carrying out the Project in order to achieve the Project Aims.
3. This Agreement sets out the terms and conditions on which the Grant is made by the Funder to the Recipient.
4. These terms and conditions are intended to set out the responsibilities of the parties and ensure that the Grant is managed appropriately and used properly and for the purpose for which it is awarded.

Agreed terms

# Definitions

In this Agreement the following terms shall have the following meanings:

Accounting Year: means the period beginning on 1 April in one year and ending on 31 March the next

Bribery Act**:** the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Commencement Date**:** 1st October 2021

**Data Protection Legislation:** all applicable data protection legislation and privacy legislation in force from time to time in the UK including the GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426); any other directly applicable European Union regulation relating to privacy; 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 and the privacy of electronic communications

**GDPR:** General Data Protection Regulation ((EU) 2016/679)

Governing Body**:** the governing body of the Recipient including its directors or trustees.

Grant**:** the maximum sum of £120,000 to be paid to the Recipient in accordance with this Agreement (and as described in Schedule 2). The Grant will be paid in accordance with the following profile:

 Financial Year 2021/22 £ xxxx

 Financial Year 2022/23 £ xxxx

 Financial Year 2023/24 £ xxxx

 Financial Year 2024/25 £ xxxx

 Financial Year 2025/26 £ xxxx

Grant Period**:** the period for which the Grant is awarded starting on the Commencement Date and ending on [30th September 2025].

Intellectual Property Rights**:** all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.

Know-How**:** information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

**Personal Data:** shall have the same meaning as set out in the Data Protection Legislation.

Procurement Regulations: the Public Contracts Regulations 2015.

Prohibited Act**:** means:

### offering, giving or agreeing to give to any employee, officer or servant of the Funder any gift or consideration of any kind as an inducement or reward for:

#### doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Funder; or

#### showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Funder;

### entering into this Agreement or any other contract with the Funder where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for payment have been disclosed in writing to the Funder;

### committing any offence:

#### under the Bribery Act;

#### under legislation creating offences in respect of fraudulent acts; or

#### at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Funder; or

### defrauding or attempting to defraud or conspiring to defraud the Funder.

Project**:** means [include the description] more particularly described in Schedule 1 attached.

Project Aims: means the delivery of the aims as set out in Schedule 1.

Project Manager**:** the individual who has been nominated to represent the Funder for the purposes of this Agreement.

Project Milestone: a date by which a part of the Project is to be completed, as set out in Schedule 1.

State Aid Regulations: means any European Union state aid laws (including under any Articles 86 to 89 inclusive of the Treaty of Rome (as amended or replaced including as a consequence of the UK’s withdrawal from the European Union) and/or any applicable judgement, court order, statute, statutory instrument, regulation directive or decision

Security Requirements: means as set out in Schedule 3 to this Agreement

Working Days: means a day (other than a Saturday or Sunday) on which commercial banks are open for business in London

## Unless the contrary indication appears, any reference in this Agreement to:

### An agreement, document or instrument is a reference to it as amended or varied from time to time;

### “control” of a person by another means that the other (whether alone or acting in concert with others, whether directly or indirectly and whether by the ownership of share capital, the possession of voting power, contract or otherwise) has the power to appoint and/or remove all or the majority of the members of the board of directors or other governing body of that person or of any other person which controls that person or otherwise controls or has the power to control the affairs and policies of that person or of any other person which controls that person (and “controlled” and “controlling” shall be construed accordingly);

### A reference to a party shall include that party’s successors, permitted assignees and permitted transferees;

### A reference to statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;

### A reference to **writing** or **written** includes fax and e-mail;

### A reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having force in law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation; and

### Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms

# Purpose of Grant

## The Recipient shall use the Grant only for the delivery of the Project, in order to achieve the Project Aims, and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of the Funder.

## The Recipient shall not make any material change to the Project or the Project Aims or make any other change which may diminish the prospect of achieving the Project Aims without the Funder's prior written agreement.

## Where the Recipient intends to apply to a third party for other funding for the Project it will notify the Funder in advance of its intention to do so and, where such funding is obtained, it will provide the Funder with details of the amount and purpose of that funding. The Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that the Funder is funding in full under this Agreement and any other funding will not be in conflict with the warranty given by the Recipient at clause 15 (m).

## Information on this Grant must be disclosed by the Recipient to any other public authority or agency for a period of three years commencing at the end of the Recipient’s current financial year.

## The Recipient has satisfied itself that neither the Grant nor the Project constitutes state aid within the meaning of the State Aid Regulations, or that the Grant and the Project are permitted under the State Aid Regulations. The Recipient acknowledges that the Funder will rely on this view and shall indemnify the Funder against any loss, cost, or damages suffered by the Funder as a result of any information provided by the Recipient under this Agreement being inaccurate, misleading or incorrect. The Recipient agrees not to apply for, or receive any other funding which may amount to state aid in accordance with the State Aid Regulations.

## The statutory basis for the payment of the Grant is section 10 of the Energy Act 2004.

# Payment of Grant

## The Funder shall make reasonable endeavours to pay the Grant to the Recipient in accordance with the agreed schedule of payments, subject to the necessary funds being available to Funder when payments are due and the Recipient acknowledges that payments of the Grant can only be made to the extent that the Funder has the available funds.

## The Funder shall be responsible for notifying the Recipient as soon as reasonably practical of any significant changes to its funding that may have a direct impact on the availability of funds or the ability of the Funder or Recipient to perform their respective obligations under this Agreement.

## The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Project.

## The Grant shall be paid into a separate bank account in the name of the Recipient which must be an ordinary business bank account. All cheques from the bank account must be signed by at least two individual representatives of the Recipient.

## The Recipient shall not transfer any part of the Grant to bank accounts which are not ordinary business accounts within the clearing bank system, without the prior written consent of the Funder.

## The Recipient shall promptly repay to the Funder any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.

# Use of Grant

## The Grant shall be used by the Recipient for the capital costs of the delivery of the Project, in order to achieve the Project Aims in accordance with the budget set out in business case attached at Schedule 1.

## The Recipient shall not use the Grant to:

### make any payment to members of its Governing Body; or

### purchase buildings or land

unless this has been approved in writing by the Funder.

## The Recipient shall not spend any part of the Grant on the delivery of the Project after the Grant Period without the Funder’s prior written consent.

## The Recipient shall at all times during the Grant Period ensure that all contracts that it places to deliver any part of the Project comply with the Procurement Regulations and shall not spend the Grant or any part of the Grant in connection with a contract which was not procured, or does not comply with the Procurement Regulations except where the contract is outside the scope of the Procurement Regulations.

## The Recipient acknowledges and agrees that the Funder will not provide any additional funding for the Project. The Recipient agrees that it shall be responsible for any additional costs over and above the Grant in connection with the Project.

## Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to deliver the Project must be managed and paid for by the Recipient using the Grant or other resources of the Recipient. There will be no additional funding available from the Funder for this purpose.

## While carrying out the Project the Recipient shall comply with all applicable statutes and bye-laws, and all regulations, rules and delegated legislation, relevant to the Project.

## The Recipient shall immediately report to the Funder and Programme Manager any loss of or abuse of funds for any reason.

# Accounts and records

## The Grant shall be shown in the Recipient's accounts as a restricted fund and shall not be included in any general funds.

## The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.

## The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least three years following receipt of the last Grant payment received. The Funder shall have the right to review, at the Funder's reasonable request, the Recipient's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.

## The Recipient shall comply with any request from the Funder which relates to the Funder's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to the Funder.

# Monitoring and reporting

## The Recipient shall monitor the delivery and success of the Project through Project Milestones to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to, and deliver written updates to the Funder every three months.

## The Recipient shall on request provide the Funder with such information, explanations and documents as the Funder may reasonably require in order for it to establish that the Grant is being or has been used properly in accordance with this Agreement, and in particular to monitor delivery of the Project Aims.

## The Recipient shall permit any person authorised by the Funder such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.

## The Recipient shall permit any person authorised by the Funder to visit the Recipient once a year to monitor the delivery of the Project. Where, in its reasonable opinion, the Funder considers that additional visits are necessary to monitor the Project, it shall be entitled to authorise any person to make such visits on its behalf.

## The Recipient shall, at the request of the Funder, facilitate periodic senior management level updates every six monthly and meet Funder’s nominated representative at intervals of no more than 3 months to allow the Funder to monitor delivery of the Project Aims.

## The Recipient shall provide the Funder with a final report on completion of the Project which shall confirm whether the Project Aims have been successfully completed.

# Not used

# Acknowledgment and publicity

## Not used

## Neither the Recipient nor the Funder shall publish any material referring to the Project without the prior written agreement of the other.

## The Recipient shall acknowledge the support of the Funder in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by the Funder) shall include the Funder's name and logo (or any future name or logo adopted by the Funder) using the templates provided by the Funder from time to time.

## In using the name or logo of the other party the Funder or the Recipient as appropriate shall comply with all reasonable branding guidelines.

## The Funder and the Recipient each agree to use reasonable endeavours to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by either party.

## The Recipient shall comply with all reasonable requests from the Funder to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Funder to track and assess progress and performance of the Project and/or with any promotional and fundraising activities relating to the Project.

# Intellectual Property Rights

## The Funder and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the Funder or the Recipient before the Commencement Date or developed by either party during the performance of their respective obligations under this Agreement or outside of the Project during the Grant Period, shall remain the property of that party.

## Where the Funder has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such data relating to Intellectual Property Rights as requested by the Funder.

## Unless expressly provided by this Agreement the Funder does not transfer any of its Intellectual Property Rights to the Recipient or give any licence to use its Intellectual Property Rights.

## Each party shall immediately give written notice to the other party of any actual, threatened or suspected infringement or unauthorised use of any party’s Intellectual Property Rights under or in connection with this Agreement.

## No party to this Agreement shall take any action that might invalidate the Intellectual Property Rights owned by or licensed to the other party.

## The provisions of this clause shall survive expiry or termination of this Agreement.

## The Recipient hereby grants to the Funder (for itself and for the benefit of any successor and assigns) a non-exclusive, irrevocable, royalty-free licence to any Intellectual Property Rights which are generated by the Recipient or anyone else working on the Project as a result of the Project.

# Confidentiality

## Subject to clause 11 (Freedom of Information), each party shall during the term of this Agreement and thereafter keep confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of this Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.

## The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:

### at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;

### is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or

### is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

# Freedom of information

## The Recipient acknowledges that the Funder (and the Nuclear Decommissioning Authority) is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 and shall assist and co-operate with the Funder (at the Recipient's expense) to enable the Funder and/or the Nuclear Decommissioning Authority to comply with these information disclosure requirements.

## Upon request the Recipient shall:

### provide all necessary assistance as reasonably requested by the Funder to enable the Funder to respond to a request for information within the time for compliance set out in section 10 of FOIA or regulation 5 of the Environmental Information Regulations 2004;

### provide the Funder with a copy of all information in its possession or power which the Funder needs in order to respond to a request for information in the form that the Funder requires within five Working Days (or such other period as the Funder may specify) of the Funder requesting that information; and

### transfer to the Funder any request for information received by the Recipient which relates to information held by the Funder as soon as practicable after receipt and in any event within two Working Days of receiving a request for information.

## The Funder shall be responsible for determining at its absolute discretion whether any information it holds:

### is exempt from disclosure in accordance with the provisions of FOIA or the Environmental Information Regulations 2004; or

### is to be disclosed in response to a request for information.

## The Recipient acknowledges that the Funder may be obliged under FOIA or the Environmental Information Regulations 2004 to disclose information:

### without consulting with the Recipient; or

### following consultation with the Recipient and having taken its views into account,

provided always that where clause 11.4(b) applies the Funder shall take reasonable steps, where appropriate, to give the Recipient advanced notice, or failing that, to draw the disclosure to the Recipient's attention after any such disclosure.

## The Recipient shall ensure that all information produced in the course of this Agreement or relating to this Agreement is retained for disclosure and shall permit the Funder to inspect such records as requested from time to time.

## Notwithstanding any other term of this Agreement, the Recipient consents to the Funder publishing this Agreement in its entirety, (but with any information which is exempt from disclosure appropriately redacted) including changes to this Agreement agreed from time to time.

# Data protection

Both Parties will comply with all applicable requirements of and all their obligations under the Data Protection Legislation which arise in connection with this Agreement.

# Withholding, suspending and repayment of Grant

## The Funder's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Funder's other rights and remedies, the Funder may at its discretion vary, withhold or suspend, in whole or part, payment of the Grant and/or require repayment of all or part of the Grant if:

### the Recipient uses the Grant for purposes other than those for which they have been awarded;

### the delivery of the Project does not start within 6 months of the Commencement Date and the Recipient has failed to provide the Funder with a reasonable explanation for the delay;

### any of the Project Aims are not achieved within the Grant Period or the relevant Accounting Year.

### any of the Project Milestones are not achieved as detailed in Schedule 2.

### the Recipient is, in the reasonable opinion of the Funder, delivering the Project in a negligent manner;

### in the reasonable opinion of the Funder:-

####  the Project Aims are not likely to achieved; or

#### the Recipient does not, or will not have sufficient resources to deliver the Project.

### the Recipient obtains duplicate funding from a third party for the Project;

### the Recipient obtains funding from a third party which, in the reasonable opinion of the Funder, undertakes activities that are likely to bring the reputation of the Project or the Funder into disrepute;

### the Recipient provides the Funder with any materially misleading or inaccurate information;

### the Recipient commits or committed a Prohibited Act;

### any member of the governing body, employee, student or volunteer of the Recipient has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in the reasonable opinion of the Funder, bring or are likely to bring the Funder's name or reputation into disrepute;

### the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);

### the Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;

### a decision by the European Commission, the Court of Justice of the European Union or a UK Court or UK Tribunal requires any Grant paid to be recovered because it was awarded other than in accordance with the State Aid Regulations or as a result of any obligation arising under European Union or English law or where the Funder is required to repay the Grant; or

### the Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 60 days of receiving written notice detailing the failure.

## Wherever under this Agreement any sum of money is recoverable from or payable by the Recipient (including any sum that the Recipient is liable to pay to the Funder in respect of any breach of this Agreement), the Funder may deduct that sum from any sum then due, or which at any later time may become due to the Recipient under this Agreement or under any other agreement or contract with the Funder.

## The Recipient shall make any payments due to the Funder without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

## Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Agreement it will notify the Funder as soon as possible so that, if possible, and without creating any legal obligation, the Funder will have an opportunity to provide assistance in resolving the problem or to take action to protect the Funder and the Grant monies.

## Should the Recipient deliver the Project under budget, with part or the entire Grant being unspent, any unspent amount shall be repayable to the Funder in accordance with clause 13.6 below.

## Where the repayment provisions of this clause 13 apply, the Recipient shall transfer the amount required by the Funder to be repaid (up to the total value of the Grant) to the Funder (save for in the case of the provisions of clause 13.1(f) exclusively applying, where the unspent amount of the Grant shall be repayable), or an entity or purpose nominated by the Funder, within 10 Working Days of the Funder giving the Recipient notice.

# Limitation of liability

## The Funder accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from withdrawal of the Grant. The Recipient shall indemnify and hold harmless the Funder, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.

## The Funder's liability under this Agreement is limited to the payment of the Grant.

# Warranties

The Recipient warrants, undertakes and agrees that:

### it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);

### it has not committed, nor shall it commit, any Prohibited Act;

### it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Funder immediately of any significant departure from such legislation, codes or recommendations;

### it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;

### it has and shall keep in place adequate procedures for dealing with any conflicts of interest;

### it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;

### all financial and other information concerning the Recipient which has been disclosed to the Funder is to the best of its knowledge and belief, true and accurate;

### it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;

### it is not aware of anything in its own affairs, which it has not disclosed to the Funder or any of the Funder's advisers, which might reasonably have influenced the decision of the Funder to make the Grant on the terms contained in this Agreement;

### not used;

### not used;

### any design work carried out to date does not go beyond that necessary to assess the costs required to fund the Project;

### it has not and will not apply for or receive other funding which may amount to state aid in accordance with the State Aid Regulations; and

### it shall immediately give notice to the Funder upon any of the provisions of this clause 15 being incorrect.

# Insurance

## The Recipient shall effect, or ensure that its contractors or agents effect, and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of the Project and this Agreement, including death or personal injury, loss of or damage to property or any other loss (the Required Insurances).

## The Required Insurances referred to above include (but are not limited to):

### public liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Project; and

### employer's liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Project.

The Recipient shall (on request) supply to the Funder a copy of such insurance policies and evidence that the relevant premiums have been paid.

# Duration

## Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until expiry of the Grant Period or for so long as any Grant monies remain unspent by the Recipient, whichever is longer.

## Any obligations under this Agreement that remain unfulfilled following the expiry or termination of this Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

# Termination

## The Funder may terminate this Agreement and any Grant payments on giving the Recipient three months' written notice for any reason.

## Unless otherwise agreed in writing by the parties, on expiry or termination of this Agreement for any reason:

### each party shall promptly return the other’s Confidential Information it then holds (and all copies of such Confidential Information in whatever form or media held). Each party shall certify to the other in writing that they have not retained any copies of Confidential Information;

### the Recipient shall cease all work under the Agreement and promptly repay to the Funder any of the Grant still held by the Recipient as at the effective date of expiry or termination;

### the Recipient shall provide reasonable assistance to the Funder to ensure a smooth handover of any documents, data or information used by the Recipient in allocating and managing the Grant as Funder may deem necessary (subject to the parties agreeing any reasonable charge for such assistance);

### all rights and licences to use any licensed materials (including the trade-marks or branding of the Funder) shall cease.

## If this Agreement is terminated the Recipient shall repay to the Funder all or any part of the Grant which has not at the date of termination been spent for approved purposes.

## The provisions of this clause shall survive expiry or termination of this Agreement.

# Assignment

The Recipient may not, without the prior written consent of the Funder, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.

# Waiver

No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

# Notices

All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

# Dispute resolution

## In the event of any complaint or dispute, which does not relate to the Funder's right to withhold funds or terminate this Agreement, arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the Project Manager or any other individual nominated by the Funder from time to time.

## Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Project Manager or other nominated individual, as the case may be, either party may refer the matter to the Head of Financial and Commercial at the Funder and the [ ] of the Recipient with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the Funder and the Recipient.

## In the absence of agreement under clause 22.2, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

# No partnership or agency

This Agreement shall not create any partnership or joint venture between the Funder and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

# Joint and several liability

Where the Recipient is not a company or an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities arising under this Agreement.

# Contracts (Rights of Third Parties) Act 1999

## Subject to clause 25.2, this Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

## The Nuclear Decommissioning Authority shall, pursuant to the Contracts (Rights of Third Parties) Act 1999, be entitled to enforce any of the Funder’s rights under this Agreement and any term in this Agreement which directly or indirectly prevents or attempt to prevent the Nuclear Decommissioning Authority from exercising those rights shall have no legal effect.

# Governing law

This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

# Variation

## No variation of this Agreement shall be valid unless it is in writing and signed by, or on behalf of, each of the parties.

# Novation and assignment

## The Funder shall be entitled to assign, novate or transfer its interest in this Agreement to the Nuclear Decommissioning Authority, or a party nominated by the Nuclear Decommissioning Authority without:

### the consent of the Recipient;

### requiring the consent of any third party; and

### incurring any payment obligation or other additional liability.

**IN WITNESS** whereof the Parties have executed this Agreement the day and year first before written.

|  |  |  |
| --- | --- | --- |
| **SIGNED for and on behalf of**:**RADIOACTIVE WASTE MANAGEMENT LIMITED** | ) | …………………………… |
|  | ) | Signature |
|  | ) |  |
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|  |  |  |
| **SIGNED FOR AND ON BEHALF OF**:**[ ]** | ) | …………………………… |
|  | ) | Signature |
|  | ) |  |
|  |  |  |
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|  |  |  |
|  |  |  |

1. Research proposal and Project Milestones
2. FUNDING

**REF: RWMXXX**

A fixed sum of £xxxxxx (exclusive of VAT) will be paid by the Funder to the Recipient in accordance with this Agreement.

The Funder will make payments by BACs on receipt of the executed Agreement and within 30 days of a correctly rendered invoice as follows:

The Grant will be paid in accordance with the following profile:

 Financial Year 2021/22 **£ xxxx**

 Financial Year 2022/23 **£ xxxx**

Financial Year 2023/24 **£ xxxx**

Financial Year 2024/25 **£ xxxx**

 Financial Year 2025/26 **£ xxxx**

 Total **£ xxxx**

|  |  |
| --- | --- |
| Invoice Frequency | Annually |
| Funder Ref or PO No to be included on the Invoice | PO number once issued |
| Invoice Address (Billing Address) | Herdus House, Ingwell Drive, Westlakes Science and Technology Park, Moor Row, Cumbria, CA24 3HU |
| Contact Name | Anita Aplin |
| Contact Telephone | 01925 802823 |
| Contact Email | RWMInvoices@nda.gov.uk |

1. Security requirements

**1. Security Classification**

The contract classification will be OFFICIAL

The maximum classification of information processed or stored under the contract will be OFFICIAL

* 1. **Security Provisions**

Prior to contract award there may be the requirement for a security assurance visit. The Funder retains the right to carry out assurance visits of the contractor's premises in order to confirm that these security requirements are being met.

* 1. **Security Policy Requirements**

In the performance of the Services under the contract, the Recipient and any sub-contractor shall comply with the requirements for the protection of the various classifications of information set out in the following documents:

* IPPR01-TAC09 - “Information Security Responsibilities for Contractors Handling ‘OFFICIAL’ Information outside NDA Premises”
* IPPR01-TAC10 - "Cyber Essentials in the NDA"
* IPPR01-TAC11 - "Contractors working in non-NDA locations"
* SCP03 - "Information Security Policy"
* SCP04 - "Clear Desk Policy"
* SCP07 - "Business Travel and Working With NDA Issued Equipment in Overseas Locations"
* SCP08 – “Mobile and Remote Working Policy”

Further information on security markings is available from:

https://www.gov.uk/government/publications/government-security-classifications

* 1. **Legal Requirements**

The Recipient and their sub-contractors must comply with their legal obligations, including those defined in:

* The Data Protection Act 2018 (alongside EU GDPR)
* Computer Misuse Act 1990
	1. **Cyber Essentials**

The Recipient will be required to ensure that any IT Network, part of an IT network, or IT equipment used for OFFICIAL information under this contract (including any used by sub-contractors) is operated and maintained in accordance with the technical requirements prescribed under the Government’s Cyber Essentials Scheme.

The level of verification required against this contract will be a minimum of **Cyber Essentials**. The Funder requires you to provide assurance that these technical requirements are being complied with. Assurance must be provided through verification by a technically competent, independent third party to a minimum level equivalent to Cyber Essentials. Bidders may not be excluded at the tender stage if they do not have **Cyber Essentials** accreditation providing the organisation is able to obtain accreditation within a period to be agreed with the Funder. Subject to the bidder not obtaining **Cyber Essentials** accreditation (or its equivalent) within the agreed timescale to the satisfaction of the Funder, then the Funder reserves the right to either not enter into or to terminate the contract.

Once the contract has been awarded the Funder will maintain a right to audit the Recipient’s premises to assure that security standards are maintained. The Funder will maintain the right to either not enter into or terminate the contract if **Cyber Essentials** Certification is not maintained on an annual basis.

* 1. **Information Security and Resilience**

The Funder seeks assurance that the bidding organisation provides an acceptable standard of leadership and governance, risk management, incident response and security by design in relation to information security. The Recipient shall provide a summary of these information security capabilities and key members of staff responsible for managing information security on this contract.

If the Recipient or its sub-contractors propose to host or process data in a Cloud-based system or service, then the Recipient shall evidence how they have or will address all the NCSC cloud security principles outlined in:

https://www.ncsc.gov.uk/collection/cloud-security?curPage=/collection/cloud-security/implementing-the-cloud-security-principles

All data should be hosted and processed in the UK. Where the Recipient is unable to satisfy this requirement, then this must be identified in the proposal to enable the Funder to make a risk-based decision on the acceptability of a proposed solution where RWM information classified at OFFICIAL may be hosted and stored in the EEA. No RWM information may be hosted or processed outside the UK or EEA.

The Recipient must ensure its employees and sub-contractors comply with SCP07 when wishing to travel abroad whilst carrying the Funder’s information and/or the Funder’s ICT equipment.

The Recipient shall provide evidence that all IT systems to be used in the management and delivery of this CTS are routinely tested and patched for vulnerabilities. The Funder retains the right to request and receive copies of the most recent security reports for these systems, including penetration tests performed by a credible external security consultant e.g. https://www.nccgroup.trust/uk/ or https://www.contextis.com/en/

The Recipient shall demonstrate that all staff, including sub-contractors, are trained to recognise all forms of online fraud.

Recipients should identify whether they hold the following or other equivalent certifications and accreditations:

* ISO27001
* ISO31000

Under this Agreement, the Recipient shall not share any RWM information with PhD Students unless that information is already in the Public Domain or unless that information is approved for release into the Public Domain by the RWM Information Asset Owner, where necessary in consultation with the RWM Chief Information Security Officer (CISO).

* 1. **Personnel Security**

The Supplier shall ensure that all employees, consultants, professional advisors and approved sub-suppliers who will be granted access to any Funder Information, IT systems or require unescorted access to Funder premises; hold a minimum of the Baseline Personnel Security Standard (BPSS) prior to access being granted, subsequent to contract award.

The BPSS comprises verification of the following four main elements, described below:

* + - * Identity
			* Nationality and Immigration Status (including an entitlement to undertake the work in question)
			* Employment history (past 3 years)
			* Criminal record (unspent convictions only)

Additionally, individuals are required to give a reasonable account of any significant periods (6 months or more in the past 3 years) of time spent abroad.

In respect of any Recipient employees already holding a BPSS or a National Security clearance who would be required to work on the NDA/RWM IT network or have unescorted access to NDA/RWM premises; but where the NDA is not the Vetting Authority, the Recipient shall, prior to any work commencing provide Funder’s Contract Manager with the employee’s name, date of birth, the level of clearance they hold and the contact details of the relevant vetting sponsor and or authority, to enable the clearance to be confirmed by the NDA Vetting Team.

If a contract with a supplier requires the exchange of OFFICIAL information (including (OFFICIAL SENSITIVE but excluding OFFICIAL SENSITIVE:SNI); but does not require personnel to access the NDA/RWM IT network or have unescorted access to NDA/RWM premises; the suppliers own pre-employment screening procedures (if in accordance with the Baseline Personnel Security Standard); can be used as evidence of compliance. This could include the use of a third-party provider.

There are no RWM specific personnel security requirements for PhD Students who are recipients of funding to conduct research; it is expected that such individuals will follow the normal student clearance and identify checks employed by the University, and that confirmation of this (including details of each individuals nationality) will be provided to RWM prior to the start of any research project by the university.

**3.7 Physical Security**

Suppliers should adopt appropriate physical protection measures to ensure that information and associated assets are protected against a wide range of threats.

Physical security measures should be deployed in a defence in depth approach that provides layers of protection based on the Classification to ensure that the approach is proportionate to the threat.

The types of controls that could be in place to mitigate physical security risks may include, but not be limited to, those listed below:

* Physical segregation measures should be in place such as controlled entry/exit/access and egress points for buildings, rooms and more vulnerable specialist areas using walls, floors, ceilings, doors and windows.
* Alarm systems should be considered for monitoring access to those rooms and areas and communications pathways, where information and associated assets may be stored or processed.
* A CCTV system can be an effective protection mechanism for both internal and external use.
* Additional containers may be required even within defined secure areas to protect hard copy information or to provide additional protection to sensitive data stores and system components such as servers.
* Technology should be sited in a manner to mitigate the risk of overlooking and overhearing from personnel without a need to know. In many modern buildings an open plan environment is favoured but this must be balanced by maintaining the need to know where sensitive information is potentially at risk.
* Where media (of all types) is used to transfer information, physical security risks to include loss and/or theft of such media should be mitigated.
* Where remote working is required operationally, suppliers should have a clear understanding of the risks involved and should have measures in place to mitigate them adequately, supported by a mobile working policy.
* OFFICIAL-SENSITIVE information may, upon agreement of RWM, be stored in a variety of locations and systems and the environmental controls for all these locations should be considered to ensure that information and associated assets are not damaged or destroyed by changes in conditions.
* Where media (of all types) is used to transfer SNI, physical security risks to include loss and/or theft of such media should be mitigated.
* Where remote working on SNI is required operationally, duty holders should have a clear understanding of the risks involved and should have measures in place to mitigate them adequately, supported by a mobile working policy.
* SNI may be stored in a variety of locations and systems and the environmental controls for all these locations should be considered to ensure that information and associated assets are not damaged or destroyed by changes in conditions.

When considering measures for the protection of OFFICIAL SENSITIVE (all descriptors), the use of a Classified Material Assessment Tool (CMAT) is advocated.