

PROTECT – COMMERCIAL

AGREEMENT NO IN000271

between

INTERNATIONAL NUCLEAR SERVICES LIMITED

and

GAVIN CARTER & ASSOCIATES

for

GLOBAL ACCEPTANCE ACTIVITIES

PROTECT - COMMERCIAL

4. TERMINATION

INS shall have the power to terminate the Agreement in whole or in part at its sole discretion at any time by giving to the Contractor one month's written notice. On receipt of such notice the Contractor shall ensure that expenditure under the agreement is reduced as rapidly as possible. Upon the expiration of the notice the Agreement shall be terminated without prejudice to the rights of the parties accrued prior to the date of termination.

5. PAYMENT LIMIT

INS's payment limit under the Agreement shall not exceed s.43 No sum in excess of this amount shall be chargeable to the Agreement without the prior written approval of INS Procurement.

6. REMUNERATION

- (a) Subject to the provisions of the Payment Limit clause hereof, INS will pay the Contractor for the services provided, as detailed in Appendix B.
- (b) The rates charged shall be comprehensive and shall include the cost of overheads, sickness pay and any holiday pay in respect of any of the Contractor's personnel including employees, agents and support staff.
- (c) The monthly retainer shall be inclusive of office expenses. Expenses necessarily and properly incurred in connection with an overseas mission carried out under the Agreement shall be charged at reasonable net cost. Details of expenses incurred shall be clearly stated on any invoices and supported by receipts. Prior to incurring any expenses the Contractor shall request the approval of the SO for such expenditure on the Form at Appendix C hereto.
- (d) Notwithstanding the foregoing, it is expressly agreed between the parties that INS shall not in any circumstances, whatsoever or howsoever, be liable to the Contractor in excess of the rates agreed pursuant to sub-clause (a) above, for any holiday or sickness pay attributable to the Contractor's personnel of any kind.

7. PAYMENT

- (a) The Contractor shall invoice monthly. A separate invoice shall be submitted for each overseas mission within one month of completion of that mission and it shall detail the complete expenditure incurred.
- (b) Prior to an invoice being issued the Parties shall consult and agree the costs the Contractor proposes to invoice and INS will confirm its acceptance of the proposed costs by providing the Contractor with a reference number ("the Service Entry Number") which must be clearly stated on the subsequent invoice.
- (c) Subject to receipt of a Service Entry Number in accordance with sub-clause (b) above the Contractor shall submit his invoice to International Nuclear Services

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Limited, Finance Department, Hinton House, Risley, Warrington WA3 6GR. Each invoice shall quote:

- Agreement No s.43
- the relevant Service Entry Number

Invoices which do not quote the above references will be returned without payment action. Delays in payment may occur if invoices are sent to other locations within INS.

- (d) Whenever under the Agreement any sum of money shall be recoverable from or payable by the Contractor the same may be deducted from any sum then due, or which at any time may become due, to the Contractor under the Agreement or under any other agreement or contract with INS.
- (e) Payment terms shall be nett monthly account. Invoices rendered in accordance with this clause shall be paid (subject to any right of deduction) on the last working day of the month following the month in which the invoice is legitimately dated (“the due date for payment”).
- (f) In the event that the sum which is properly due to the Contractor in accordance with sub-clause (e) is not paid by the due date for payment the Contractor shall be entitled to simple interest thereon, payable from the due date for payment until payment is duly effected, at the rate of 2% above the prevailing base rate of the Bank of England.

8. STAFFING

- (a) The Contractor shall not, without the prior consent in writing of INS, allocate any person to work under the Agreement who, during any part of the twelve months prior to the date of such proposed allocation, was in the employment of an affiliate of INS on work which INS considers was closely connected with the subject matter of the Agreement. Before the Contractor allocates any such former employee to work under the Agreement he shall give INS Procurement not less than fifteen working days' notice of the name and details of such personnel and INS shall endeavour to respond in writing within ten working days of such notice approving or otherwise the proposed allocation. If no response is forthcoming from INS by the date of the proposed allocation the personnel shall not commence work under the Agreement.
- (b) Unless otherwise agreed by INS, former employees who have left INS or its affiliates on a voluntary premature retirement or severance terms will not be re-employed by INS under this Agreement.
- (c) The Contractor shall submit such particulars as INS may require including the proposed grade, in connection with the Contractor's personnel allocated to work under the Agreement and any subsequent replacements or additions and the Agreement of the SO shall be required before engagement is effected.
- (d) A decision by the Contractor to implement a promotion must be notified in advance, in writing to INS Procurement, enabling INS to decide whether the Contractor's personnel shall continue to work under the Agreement. Notification of the decision will be confirmed in writing by INS Procurement before implementation by the Contractor.

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- (e) The Contractor shall carry out the services as directed by and to the satisfaction of the SO who may request the Contractor to cease to employ in connection with the Agreement, any person whose continued employment in connection therewith is, in the opinion of the SO, undesirable. The decision of the SO will be final and conclusive on this point.
- (f) The Contractor shall not second for work under the Agreement any person who is at any time during the currency of the Agreement seconded, or in the process of being seconded, to work under any similar Agreement between INS and another Contractor without the prior consent of the employing Contractor. Such consent shall be notified in writing to INS Procurement by the employing Contractor.

9. ACCESS TO PREMISES

The Contractor shall at all reasonable times grant to authorised representatives of INS access to the premises on which the services under this Agreement are being carried out.

10. OBSERVANCE OF SITE REGULATIONS

In respect of services carried out on premises operated by, or on behalf of, INS or affiliates of INS, the Contractor's personnel shall comply with all such regulations pertaining to such sites as are for the time being in force.

11. REPORTS

- (a) Financial Progress Reports

The Contractor shall furnish progress reports at intervals to be agreed with the SO.

- (b) Technical Reports

The Contractor shall furnish technical reports to the SO, in such form as may be required by him, reporting progress of the work each month or at intervals to be decided by the SO.

12. QUALITY ASSURANCE

The Contractor shall maintain a quality management system which, as a minimum, shall comply with the requirements of the following:

- (i) International Quality Standard ISO 9001:2008 '*Quality Management Systems – Requirements*'; and
- (ii) Quality Specification INS/QS/009/01 '*Quality Assurance, Environment, Health & Safety Conditions to be applied to Contracts.*' ([The current issue of INS/QS/009/01 and other supporting information is available on the Supplier Information page of the INS website \[www.innuser.v.com\]\(http://www.innuser.v.com\)](#))

13. ENVIRONMENT, HEALTH & SAFETY

- (a) The Contractor shall perform his obligations under the Agreement in accordance with the principles defined in INS's EH&S policy statement and in compliance with INS/QS/009/01 '*Quality Assurance, Environment, Health and Safety conditions to be applied to Contracts*' and shall comply with applicable Environment, Health and Safety Legislation, Regulations and Approved Codes of Practice. (The current issue of INS/QS/009/01 and other supporting information is available on the Supplier Information page of the INS website www.innuser.com)
- (b) The Contractor shall ensure that all risks arising from his activities in relation to this Agreement are effectively managed and are as low as reasonably practicable.
- (c) The Contractor shall notify INS in a timely manner of any instances of the following which are pertinent to the Services:
- any death, major injury, disease or Dangerous Occurrence (as defined in RIDDOR or equivalent regulations),
 - any breach of environment, health or safety legislation, including enforcement actions (i.e. improvement or prohibition notices).
- (d) The Contractor shall also notify INS in a timely manner of any of the following occurring in relation to the work carried out under this Agreement:
- any accident/event resulting in personal injury to the Contractor's personnel or any third party;
 - any 'near miss' – an event, incident, accident or emergency which did not result in an injury but had the potential to do so.

14. USE OF MOTOR VEHICLES

All motor vehicles used in connection with the Agreement shall be adequately insured (including passenger liability) so that no liability whatsoever rests on INS in the event of an accident, whether the vehicle is being driven by the owner or by some other person. In this connection the Contractor shall satisfy himself in respect of each of the Contractor's personnel allocated to undertake work under the Agreement that the insurance is valid for these purposes.

15. LIABILITY FOR INJURIES OR DAMAGE

INS shall not be liable to the Contractor in respect of any bodily injury or any damage to property sustained by an employee or consultant or sub-contractor engaged by the Contractor either to work or attend at INS's sites or those sites operated by an affiliate of INS unless such injury or damage is caused by the negligence of INS, its servants, agents or sub-contractors.

16. INJURY TO PERSONS: LOSS OF PROPERTY

The Contractor shall be liable for and shall satisfy all claims in connection with:-

- (a) The death or injury of any servant of INS (including any payment made under any statute, warrant, order, scheme, regulation, condition of service or other arrangement applicable to a servant of INS making provision for continuance of pay or the payment of sick pay, or any allowance to or for the benefit of the servants of INS or their families or dependants during or in respect of death, sickness, injury or disablement suffered by such servants);
- (b) The loss or damage to the property of any servant of INS; and
- (c) The reinstatement or making good to the satisfaction of INS, or (at the option of INS) the payment of compensation to INS for any loss of or damage to any property of INS

being death, injury, loss or damage arising out of or in any way in connection with the performance of the Contractor's obligations under the Agreement;

provided always that

- (i) The Contractor shall incur no liability under this clause if he is able to show that such death, injury, loss or damage was not attributable to the neglect or default of himself, his servants, agents, sub-contractors or the servants of any such sub-contractor; and
- (ii) The Contractor shall not be liable to INS for any loss of profits or of contracts or for any other indirect loss arising out of or in any way in connection with the performance of the Contractor's obligations under the Agreement;
- (iii) Nothing in this clause shall relieve the Contractor of any liability to INS arising elsewhere in the Agreement.

17. LIMITATION OF INS'S LIABILITY

- a) Save as appears as an express contractual right to such losses within the terms of the Agreement, INS shall not be liable for and the Contractor shall render and hold INS harmless and indemnified (and continue to do so) in respect of all and any loss of profit, loss of revenue, loss of goodwill, loss of contracts, loss of business opportunity, loss of anticipated savings or indirect or consequential loss suffered by the Contractor.
- b) Notwithstanding any other terms of the Agreement INS's total liability for any loss and damage whatsoever and howsoever caused (including but not limited to such loss and damage caused by or arising from breach of contract, Tort including negligence or statutory duty) shall in all circumstances be limited in the aggregate to s.43 of the annual value of the Agreement.

18. INTELLECTUAL PROPERTY RIGHTS

- (a) Subject to any pre-existing rights of the Contractor (or any third party), reports, drawings, designs and other resulting information (including any computer software) arising from this Agreement, including any inventions, herein collectively called "the Results", ^{s.43}
- (b) Without prejudice to any requirement for the Contractor to furnish reports to INS as specified in the Agreement the Contractor shall make a full report to the SO of the work done under this Agreement and insofar as is reasonable and the nature of the work requires, the results, highlighting any patentable intellectual property.
- (c) INS shall have the right, ^{s.43} to the Contractor, to use the Results for any purpose notwithstanding any patent or other rights owned or controlled at any time by the Contractor.
- (d) INS shall determine what if any patent or like protection shall be sought for any of the results and shall have the right to be granted such protection in its own name and at its own expense in any country, the Contractor shall use all reasonable endeavours to ensure that his employees and representatives shall give all reasonable assistance requested by INS to enable it to seek and obtain such protection.
- (e) The Contractor ^{s.43} the copyright in all documents and drawings prepared by him for INS under the Agreement and INS shall have the right to make such use as it thinks fit of such documents and drawings ^{s.43}
^{s.43} The Contractor shall ensure that all documents and drawings prepared by him for INS, not already pre-printed to the effect that copyright belongs to INS, bear the wording on the cover and first page ^{s.43}
^{s.43}

19. PATENT RIGHTS, ETC

- (a) The Contractor shall fully indemnify INS against all actions, claims, demands, costs, charges and expenses arising from or incurred by reason of any infringement or alleged infringement of letters patent, design or copyright protected in the United Kingdom by the use of any information, drawing, specification or technical data provided by the Contractor under the Agreement, but such indemnity shall not cover any use of the said information, drawing, specification or technical data otherwise than for the purpose indicated by or reasonably to be inferred from any specification or instruction issued by the SO.
- (b) In the event of any claim being made or action brought against INS arising out of the matters referred to in this clause, the Contractor shall be promptly notified thereof and shall at his own expense conduct all negotiations for the settlement of the same, and any litigation that may arise therefrom.

INS will not, unless and until the Contractor shall have failed to take over the conduct of the negotiations or litigation, make any admission which might be prejudicial thereto. The conduct by the Contractor of such negotiations or litigation shall be conditional upon the Contractor having first given to INS such reasonable security as shall from time to time be required by INS to cover the amount ascertained or agreed or estimated, as the case may be, of any compensation, damages, expenses and for

which INS may become liable. INS shall at the request of the Contractor afford all available assistance for the purpose of contesting any such claim or action, and shall be repaid any expenses incurred in so doing.

- (c) INS on its part warrants that any design or written instruction furnished or given by it shall not be such as must cause the Contractor to infringe any letters patent, registered design or copyright in the performance-of the Agreement.

20. CONTRACTOR'S RESPONSIBILITY

The Contractor shall be responsible for ensuring that a high level of skill, care and diligence is exercised throughout all stages of the Services to be carried out under the Agreement. He shall be responsible for correcting, at his own expense, all errors, discrepancies or omissions in the designs, drawings and specifications prepared by him or any sub-contractor, whether or not they have been approved by INS, provided that such errors, discrepancies or omissions do not arise from inaccurate information or particulars furnished to him either in writing by INS or as confirmed by agreed formal minutes of meetings between the parties.

21. SECURITY

The Contractor shall maintain such standards of security as may be required by INS in order to prevent unauthorised disclosure of any classified information.

22. OFFICIAL SECRETS ACTS

The Contractor's attention is drawn to the provisions of the Official Secrets Acts, 1911 to 1989 and to the provisions of Section 11 of the Atomic Energy Act, 1946.

23. USE OF DOCUMENTS, INFORMATION, ETC

- (a) Except with INS's prior consent in writing neither the Contractor nor personnel employed by the Contractor shall disclose, advertise or publicise the existence of the Agreement or any provision thereof, or any specification, plan, drawing, pattern, sample, information or data (including any computer database and/or software package) issued or furnished by or on behalf of INS in connection therewith or any of the results produced under this Agreement by the Contractor to any person other than a person employed or engaged by the Contractor in the carrying out of the Agreement or any sub-contractor, supplier or other person concerned with the same either before, during or after completion of the services.
- (b) Any disclosure to any person permitted under sub-clause (a) of this clause shall be made in confidence and shall extend so far only as may be necessary for the purpose of this Agreement.
- (c) Except with the prior consent in writing of INS the Contractor shall not make use of the Agreement or any specification or other thing mentioned in sub-clause (a) of this clause otherwise than for the purpose of the Agreement.

- (d) Any original or master specification, plan, drawing, pattern, sample, information or data mentioned in sub-clause (a) of this clause issued or furnished by or on behalf of INS remains the property of INS and must be returned to INS on completion of the Agreement. When no longer required, copies of documents to be destroyed and/or disposed of during the course of and at the termination of the Agreement shall first be rendered indecipherable in a manner and by a method approved of by INS.
- (e) On completion of the work, and at the option of the SO, the Contractor may be required to transmit to INS all drawings, specifications and other information and data necessary to enable the results to be furnished to and used by INS in accordance with the Agreement.

24. BANKRUPTCY, ETC.

INS may at any time by notice in writing summarily determine the Agreement without compensation to the Contractor in any of the following events:-

- (a) If the Contractor, being an individual, or, where the Contractor is a firm, any partner in that firm, shall at any time become bankrupt, or shall have a receiving order or administration order made against him, or shall make any composition or arrangement with or for the benefit of his creditors, or shall make any conveyance or assignment for the benefit of his creditors, or shall purport to do so, or if in Scotland he shall become insolvent or notour bankrupt, or any application shall be made under any Bankruptcy Act for the time being in force for sequestration of his estate, or a trust deed shall be granted by him for behoof of his creditors; or
- (b) If the Contractor, being a company, shall pass a resolution, or the court shall make an order, that the company shall be wound up, or if a receiver or manager on behalf of a creditor shall be appointed, or if circumstances shall arise which entitle the court or a creditor to appoint a receiver or manager or which entitle the court to make a winding-up order provided always that such determination shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to INS.

25. TRANSFER, ASSIGNMENT AND SUB-LETTING

- (a) The Contractor shall not give, bargain, sell, assign, sub-let or otherwise dispose of the Agreement or any part thereof or the benefit or advantage of the Agreement or any part thereof without notifying INS of the identity of the proposed third party nor without the previous consent in writing of INS, provided that this shall not affect any right of the Contractor to assign, either absolutely or by way of charge, any monies due or to become due.
- (b) The Contractor shall be responsible for any sub-contractor who may carry out any work in connection with the Agreement whether such person be nominated by INS or selected by the Contractor. For the purposes of the Agreement any act, default or omission on the part of such person in relation to such work shall be deemed to be an act, default or omission (as the case may be) on the part of the Contractor.

26. CHANGE OF OWNERSHIP

- (a) The Contractor shall give notice in writing to INS of any take-over, merger, reconstruction, or other change in ownership or control of the Contractor or of any holding company as defined in S736 and S736a Companies Act 1985 (as amended by Companies Act 1989).
- (b) Upon receipt of such notice INS may at its absolute discretion terminate the Agreement and shall give instructions for delivery of all equipment, documents, drawings or other information arising out of or provided for the purposes of this Agreement. Such termination shall be without prejudice to the rights of either party under the Agreement accrued prior to the date of termination.

27. VALUE ADDED TAX

- (a) INS shall pay to the Contractor, in addition to the reimbursable costs, a sum equal to the Value Added Tax chargeable on the value of the work done in accordance with the Agreement.
- (b) Any invoice or other request for payment of monies due to the Contractor under the Agreement shall, if he is a taxable person, be in the same form and contain the same information as if the same were a tax invoice for the purpose of regulations made under the Value Added Tax Act 1983.
- (c) The Contractor shall, if so requested by INS, furnish such information as may reasonably be required by INS as to the amount of Value Added Tax chargeable on the value of the work done in accordance with the Agreement and payable by INS to the Contractor in addition to the price calculated in accordance with the Remuneration Clause hereof. Any overpayment by INS to the Contractor shall be a sum of money recoverable from the Contractor by deduction from any sum then due, or which at any time may become due, to the Contractor, under the Agreement or under any other agreement or contract with INS.

28. BRIBERY ACT 2010

28.1 The Contractor 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) not do, or omit to do, any act that will cause or lead INS to be in breach of any of the Relevant Requirements.
 - (d) promptly report to INS any request or demand for any undue financial or other advantage of any kind received by the Contractor in connection with the performance of this Agreement;
 - (e) if requested, provide INS with any reasonable assistance, at the reasonable cost of INS, to enable INS to perform any activity required by the relevant government or agency in any relevant jurisdiction for the purpose of compliance with any of the Relevant Requirements;
 - (f) immediately notify INS (in writing) if a foreign public official becomes an officer or employee of the Contractor or acquires a direct or indirect interest in the Contractor. (The Contractor warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Agreement);
- 28.2 The Contractor shall ensure that any person associated with the Contractor who is providing goods or 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 Contractor in this Clause 28 ('Relevant Terms'). The Contractor shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to INS for any breach by such persons of the Relevant Terms.
- 28.3 The Contractor shall indemnify INS against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, INS as a result of any breach of this Clause 28 by the Contractor or any breach of Relevant Terms by any sub-contractor.
- 28.4 Breach of this Clause 28 shall be deemed a material breach under this Agreement. In the event of termination of this Agreement by INS for breach of this Clause 28 (i) the Contractor shall not be entitled to claim compensation or any further remuneration, regardless of any activities or agreements with additional third parties entered into before termination and (ii) the powers given in sub-clause (b) of Clause 30 (Default) shall apply.
- 28.5 For the purpose of this Clause 28 the meaning of foreign public official 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), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purpose of this Clause 28 a person associated with the Contractor includes, but is not limited to, any subcontractor of the Contractor.

29. AUDIT

- (a) The Contractor shall afford access to INS auditors (INS Procurement) to all information deemed by INS to require scrutiny in order to verify the charges presented under the Agreement.
- (b) In the event of any discrepancy brought to light pursuant to subclause (a) above the parties shall consult and agree a way forward to seek redress.

30. DEFAULT

- (a) If the Contractor shall neglect to carry out the services with due diligence and expedition or shall refuse or neglect to comply with any reasonable orders given him in writing by the SO in connection with the services, or shall contravene the provisions of the Agreement, INS may give seven days' notice in writing to the Contractor to make good the failure, neglect or contravention complained of. Should the Contractor fail to comply with the notice within seven days from the date of service thereof, in the case of failure, neglect or contravention capable of being made good within that time, or otherwise within such time as may be reasonably necessary for making it good, then INS shall be at liberty, without prejudice to any other remedy for breach of the Agreement, to determine the agreement.
- (b) Where INS has determined the Agreement under sub-clause (a) hereof, it shall have the right to enter into a contract or contracts with another contractor or contractors for the execution and completion of the Agreement and to recover from the Contractor any extra cost incurred by INS in consequence.

31. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

For the avoidance of doubt it is hereby agreed between the Contractor and INS that this Agreement shall not be subject to the provisions of the Contracts (Rights of Third Parties) Act 1999.

32. LAW

The Agreement shall be considered as a contract made in England and it, and all matters arising from or in connection with it, shall be subject to English Law.

33. ARBITRATION

All disputes, differences or questions between the parties to the Agreement with respect to any matter or thing arising out of or relating to the Agreement, other than a matter or thing as to which the decision of INS is under the Agreement to be final and conclusive, shall be referred to the arbitration of two persons (one to be appointed by INS and one by the Contractor) or their umpire, in accordance with the provisions of the Arbitration Act 1996, or any statutory modification or re-enactment thereof.

34. ANTI-TERRORISM CRIME & SECURITY ACT 2001

The Contractor's attention is drawn to the provisions of the Anti-Terrorism Crime and Security Act 2001, particularly Section 79, which makes it an offence intentionally or recklessly to make a disclosure of information which might prejudice the security of a nuclear site or of nuclear material where that material is held on such a site, or is being transported to or from such a site or is being carried on board a British ship. The Contractor shall take all reasonable steps by display of notices or by other appropriate means to ensure that all persons employed on any work in connection with the Agreement have

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notice that these statutory provisions apply to them and will continue to apply after completion or earlier determination of the Agreement.

35. NO PARTNERSHIP OR AGENCY

Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party

36. SEVERANCE

(a) If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

(b) If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

37. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives)

38. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

39. CONFIDENTIALITY AGREEMENT

The Contractor's attention is drawn to the provisions of the Confidentiality Agreement at Appendix D hereto.

40. ENTIRETY OF AGREEMENT

The Agreement, including the Appendices thereto, contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and replaces all prior agreements and understandings relating to the said subject matter. This Clause shall not affect liability for fraudulent misrepresentation.

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In witness whereof this Agreement has been entered into the day and year first before written

Signed for and on behalf of
International Nuclear Services Ltd

In the presence of

(Name)

(Occupation)

(Address)

Signed on behalf of **Gavin Carter & Associates**

(State official position e.g. Director, Partner,
Secretary etc.)

In the presence of

(Name)

(Occupation)

(Address)

APPENDIX A

SCOPE OF WORK

Consultancy/Public Relations Services in relation to Global Acceptance activities relating to International Nuclear Services and PNTL shipments

Description/Object of the Contract

To complement its fuel cycle business, International Nuclear Services established a world wide service for the transport of nuclear materials by road, rail and sea and offers customers a fully integrated transport service. Pacific Nuclear Transport Limited (PNTL) is the world's most experienced shipper of nuclear cargoes, its ships are dedicated to the transportation of nuclear material that is classified by the International Maritime Organisation (IMO) of the United Nations at its highest level of "Class INF 3". The "INF Code" regulates shipments by sea of used (spent) fuel, plutonium and highly radioactive waste. PNTL has successfully completed over 170 nuclear shipments over the last 40 years. With a forty-year record of reliability and a special focus on safety, PNTL has earned a reputation for utmost dependability and for operating ships that are among the safest on the seas today. With a new fleet of even more advanced ships PNTL continues to set new maritime standards for safety and design. The entire operation is underpinned by Quality and Environmental Management Systems, which have achieved independent third party certification to ISO 9001:2000 and ISO 14001.

PNTL is jointly owned by International Nuclear Services, AREVA NP and a consortium of Japanese Utilities. The PNTL fleet operates from the Marine Terminal at the port of Barrow and is managed by Serco Ltd, who have experience in delivering safety critical services in highly regulated environments, and is a trusted delivery partner to government and other public sector clients in the marine, scientific and nuclear domains. The division of International Nuclear Services with responsibility for managing the Consultancy/Public Relations contract is PNTL Business Department.

As well as meeting the appropriate standards and regulations, International Nuclear Services has responded positively to allay public concerns. This ensures the continued safe and uninterrupted operation of the vital link in the fuel cycle chain. Our vessels have taken part in successful public information initiatives at port locations around the world. Public relations activities are undertaken in order to ensure that stakeholders and the general public are kept informed about PNTL activities. The role is a combination of Consultancy and public relations work and will require a flexible approach.

We require a consultant with well-established professional and media networks and established contacts with key opinion formers who is independent and free from conflicts of interest. It is essential to be familiar with relevant International regulations (IAEA, IMO) for transportation of nuclear materials. The consultant will also need to become quickly fully conversant with International Nuclear Services capabilities and strategies, including emergency response procedures, to a level where they are fully competent to represent International Nuclear Services at media briefings and other Global Acceptance activities.

The specific activities required will be defined by the Head of Technical Capability or delegate, we do however expect the consultant to show initiative and to explore additional avenues for the achievement of our objectives.

The appointed consultant shall be accountable to the Head of Technical Capability or delegate but will also be expected to co-operate with other members of the department as required.

We expect key account personnel to be identified along with clarification of their level of responsibility and involvement. We require senior level input to be provided as agreed and not delegated to less senior staff.

The key challenges of the role are as follows;

- ~ To work in conjunction with International Nuclear Services and our commercial partners to develop an annual business plan and budget for Global Acceptance Activities.
- ~ Development of Global Acceptance information materials.
- ~ Establishment of governmental, media and academic contacts and co-ordination of HM Government and diplomatic support for shipments.
- ~ Representation of International Nuclear Services on overseas missions.
- ~ Support to INS at Japanese Customer meetings as required.
- ~ Planning of specific missions in support of shipments and management and co-ordination of Global Acceptance activities during shipments.
- ~ Briefing media at key stages of the shipments and monitoring of international media coverage relating to shipments.
- ~ Representation of International Nuclear Services on relevant Global Acceptance issues in Washington DC.
- ~ Provision of counsel and advice to International Nuclear Services management.
- ~ Provision of a monthly Global Acceptance report to International Nuclear Services detailing activities undertaken.
- ~ Building confidence and undertake influential dialogue with key stakeholders.
- ~ Prompt tactical advice for in response to adverse media publications.
- ~ Drafting and review of material for external use as and when required.
- ~ Ability to take a high level strategic view and provide advice on management of major issues.
- ~ Capability to anticipate likely reaction to events.
- ~ Ability to assist with events logistics, identifying key media targets etc.
- ~ Provide advice and assistance with PNTL website subject matter.
- ~ Co-ordinate effort with representatives and consultants in Panama.

Additional Information

The duration of the contract is envisaged to be to the end of s.43 However, this is subject to funding approval on an annual basis. The average annual budget is estimated at s.43 which includes general day to day operating expenses. Expenses incurred for missions are estimated to be approximately s.43 a year. However, this can vary according to the requirements of the business plan. Mission expenses require pre-approval and are reimbursed at actual cost. The consultant must be financially able to fund missions prior to invoicing.

APPENDIX B

TABLE OF GRADES/RATES

The rates detailed below shall be applicable from 1 November 2012 and shall remain firm for a minimum of twelve months from the effective date of each agreed revision in charges. Notification by the Contractor of any proposed revision to charge rates must be received by INS at least one month prior to the proposed date of implementation. Such notification shall contain adequate justification of the percentage movement claimed and no proposed increase shall be invoiced without the prior written agreement of INS Procurement.

INS will not consider requests for retrospective increases in charge rates.

Monthly Fee: s.43

In the event that INS requests the Contractor to perform any work that falls outside the Scope of Work detailed at Appendix A an hourly rate of s.43 shall apply.

APPENDIX C

APPLICATION FOR APPROVAL OF EXPENDITURE

Application for Approval of Expenditure

Part 1

(Before completing, please read notes 1-3)

Applicants full name

State Country to be visited

This application is mission related **YES/NO**
If YES please state the name of the Mission:

Purpose and necessity of expenditure

Complete details must be given and any relevant documents, e.g letters, cost estimates etc attached.

Flight Cost
Hotel/Accommodation
Subcontractors
Entertainment (INCLUDING MEALS)
Other (please give details)
AIRPORT TAX, AIRPORT Limousine, TAXIS

Date of Departure :-

Duration of visit:-

This application is:- Approved/Not Approved

Date:-

Head of Department

Notes:

- 1 Applications should be submitted as early as possible to enable approval to be completed in advance of the visit.
- 2 Subcontractors services must be identified. Missions to be attended must be identified similarly.
- 3 Travel shall normally be Business /Club or when it is not available Economy class.

APPENDIX D

CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT

DATED:

2012 (Effective Date)

BETWEEN:

- (1) **INTERNATIONAL NUCLEAR SERVICES LIMITED** (company number 1144352) whose registered office is situated at Herdus House, Westlakes Science & Technology Park, Moor Row, Cumbria CA24 3HU (“”);

and

- (2) **GAVIN CARTER & ASSOCIATES** whose registered office is situated at PO Box 15349, Alexandria, Virginia, 22309, United States of America (“Recipient”)

Hereinafter referred to collectively as “the Parties” and individually as “Party” or “” or “Recipient” as the context so requires.

Relating to the disclosure of information and further information in respect of certain works associated with the Global Acceptance Interface (“**the Field**”).

WHEREAS:

In this Agreement, INS has agreed with Recipient to provide certain Information and Further Information which is both commercially sensitive and, where marked, restricted information to Recipient for the purposes of the Field (“the Co-operation”).

INS hold valuable commercial and technical information, knowledge, experience and data of a confidential and, where marked, restricted nature relating to the Field (“the Information”) all of which are regarded by INS as commercial assets of considerable value; and

INS is willing to disclose certain Information and Further Information, whether commercially sensitive or, where marked, restricted information to Recipient for the purpose of the Co-operation on the condition that Recipient does not disclose the same to any third party, nor make use thereof for any other purpose in any manner except as set forth below.

In consideration of the undertakings set out herein.

IT IS AGREED as follows:

1. Recipient undertakes for a period of 10 (ten) years from the date of this Agreement (and notwithstanding its expiry pursuant to paragraph 4 of this Agreement) to treat all Information disclosed or furnished by INS, whether orally or in writing in respect of this Agreement as the proprietary and confidential information of INS and not to divulge the same to any third party and not to make any use thereof without INS’s written consent other than for the Co-operation. After such 10 (ten) year period, INS shall rely on such patents or other intellectual property rights as it may then own for the protection of any Information disclosed to Recipient pursuant to this Agreement.
2. In the event of Recipient obtaining any further Information (“Further Information”) relating to the Field or otherwise which may come to Recipient’s knowledge as a result of but not

limited to any visit to any of INS's establishments inclusive of the form, materials and designs of the relevant plant and equipment which may be seen at such establishments, as well as all the plant as a whole, the methods of operation thereof and the various applications thereof, the Further Information shall be kept strictly confidential and shall not be divulged to any third party and will not be made use of in any way by Recipient except as aforesaid.

3. The above undertakings shall not apply to:
 - 3.1 Information and Further Information which at the time of disclosure is published or otherwise generally available to the public;
 - 3.2 Information and Further Information which after disclosure by INS is published and becomes generally available to the public, otherwise than through any breach of this Agreement;
 - 3.3 Information and Further Information which Recipient can show was in his possession at the time of disclosure and which was not acquired directly or indirectly from INS;
 - 3.4 Information and Further Information rightfully acquired from others who did not obtain it under pledge of secrecy to INS;
 - 3.5 Information and Further Information that is disclosed in accordance with a requirement of any court, governmental authority or agency having jurisdiction.
4. Subject to the obligations on Recipient in paragraph 1, this Agreement shall (unless extended by mutual agreement) expire 2 (two) years after the date hereof. Upon such expiration, INS may request from Recipient that all documentation (and copies thereof) containing Information and Further Information be returned and Recipient shall return all such documentation forthwith.
5. The Parties acknowledge and confirm that no activities will be undertaken under or pursuant to this Agreement which would result in breach of any licence or similar arrangement from or with a third Party.
6. This Agreement contains the sole and entire agreement between the Parties relating to the subject hereof; and any representation, promise, or condition not contained herein, or any amendment hereto, shall not be binding on either Party unless contained in a subsequent written agreement signed by an authorised representative of the Party to be bound thereof.
7. Notwithstanding anything to the contrary in this Agreement, whether express or implied, where INS discloses any Information or Further Information under this Agreement for the purposes of the Co-operation, and such Information or

Further Information is marked as "restricted" ("Restricted Information"), Recipient hereby covenants, undertakes and agrees as follows:

- 7.1 No person other than a national of the United Kingdom of Great Britain and Northern Ireland (or as may be agreed in writing by INS) may access in any manner whatsoever or howsoever and Restricted Information; and
- 7.2 All Restricted Information shall be treated by Recipient in accordance with the requirements of the Appendix of this Agreement.

INS reserves the right to access Recipient's premises and to audit any person having or suspected of having access to Restricted Information at all reasonable times and with reasonable notice to ensure recipient's compliance with the terms of this Agreement so far as it relates to Restricted Information.

8. Recipient shall keep all Information and Further Information that is in a physical form in a secure place and apply effective security procedures thereto at least as effective as detailed in the attached document entitled "Security Guidance for 3rd parties handling Protectively Marked (Government) Information". INS shall be allowed reasonable access at all reasonable times on request to view the security arrangements and Recipient shall comply with any reasonable requirements of INS for the security of the Information and Further Information. Recipient shall return to the INS all documents relating to the Information and Further Information, including copies, upon the written request of INS.
9. The Parties agree that they each will not except as provided herein, without the prior written consent of the other, disclose to any third party the terms of this Agreement, or the content nature or extent of the discussions proceeding in connection herewith.
10. Nothing in this agreement shall prevent any disclosure of Information and Further Information by INS where such disclosure is to the following:
 - (i) Overseas Reprocessing Committee;
 - (ii) TN International;
 - (iii) the Japanese Utility customers of INS;
 - (iv) Marubeni Corporation; and
 - (v) Sojitz Corporation.
11. Recipient's attention is drawn to the provisions of the Anti Terrorism Crime and Security Act 2001, particularly Section 79, which makes it an offence intentionally or recklessly to make a disclosure of information which might prejudice the security of a nuclear site or of nuclear material where that material is held on such a site, or is being transported to or from such a site or is being carried on board a British ship. Recipient shall take all reasonable steps by display of notices or by other appropriate means to ensure that all persons employed on any work in connection with the Co-operation have notice that these statutory provisions apply to them and will continue to apply after completion or earlier determination of this Agreement.
12. Any Confidential Information imparted hereunder shall remain the property of INS and must be applied for the Co-operation only. No license is granted to Recipient (other than in respect of the specific purpose of the Co-operation) and, other than in respect of the specific purpose of the Co-operation, no license shall be deemed to have arisen or be implied by way of estoppel or otherwise, to any Information or Further Information or under any inventions or patents now or hereafter owned or controlled by INS.
13. This Agreement shall be deemed to be effective as from the date upon which the last party signs this Agreement.
14. This Agreement shall be governed and construed in all respects in accordance with English Law.

IN WITNESS WHEREOF the duly authorised representatives of the Parties have set their hands hereto this day and year first before written.

SIGNED by }
on behalf of } signature
INTERNATIONAL NUCLEAR
SERVICES LIMITED }
capacity

SIGNED by }
on behalf of }
GAVIN CARTER & ASSOCIATES
signature
.....
capacity

APPENDIX 1

RESTRICTED AND CONFIDENTIAL INFORMATION

Contents

- Security Guidance for 3rd Parties Handling UK Protectively Marked Information

SECURITY GUIDANCE FOR 3RD PARTIES HANDLING

UK PROTECTIVELY MARKED INFORMATION

1. Purpose of Brief

To ensure that information which is deemed sensitive to the national interest and which has been entrusted to INS's Customers, Partners and Contractors is controlled in a manner appropriate to the sensitivity of that information.

2. Scope of Brief

To provide guidelines for INS Customers, Partners and Contractors with regard to the minimum controls that should be applied to handling, storage and disposal of information that is deemed 'Sensitive' which has been transmitted to the INS Customer, Partner or Contractor. Prior to issue of such Sensitive information to a third party, INS may well have laid down Contractual Terms and Conditions, and these guidelines should be read in conjunction with those terms and conditions. Should these conditions be accepted, then documents should be handled in accordance with the details below.

Should the INS Customer, Partner or Contractor feel that there are conflicting requirements between this document and the agreed Contractual Terms and Conditions, then they should contact their nominated INS contact before accepting ownership of Sensitive information. Until the conflicting requirements have been resolved, the more onerous of the controls should be applied.

The UK Government applies a series of protective markings to Sensitive information, the disclosure of which could have serious consequences to HMG and UK plc, namely 'RESTRICTED', 'CONFIDENTIAL', 'SECRET' and 'TOP SECRET'. This brief concentrates on Restricted information which constitutes the bulk of the UK Protectively Marked Information (PMI) issued to 3rd parties.

3. 'RESTRICTED' and 'CONFIDENTIAL' Information

The disclosure of 'RESTRICTED' or 'CONFIDENTIAL' Information could, amongst others things, aid terrorism and crime and could compromise the effectiveness of UK defences.

4. NOTES

4.1 Access to Protectively Marked Information

Organizations in receipt of PMI must comply with the three fundamental principles of managing Protectively Marked Information:

- Must only be disseminated on a "need to know" basis
- Recipients must be vetted to the correct level (an Identity check for RESTRICTED and CONFIDENTIAL information). Foreign nationals must not be given access to PMI without prior consultation and agreement of INS security
- Recipients must have the knowledge, the facilities and actually implement the requirements for management and control of PMI (in both IT and hard copy terms).

4.2 Storage of Protectively Marked Information

All protectively marked documents must be kept under lock and key when not in use. Normal office furniture may be used for storage of 'RESTRICTED' information subject to it having a serviceable lock.

'CONFIDENTIAL' Information must be stored in security approved cabinets.

4.3 Processing & Transmission

PMI may only be processed on accredited IT systems (see note 1).

PMI may only be processed within the UK national boundary. Transmission to foreign countries is not normally allowed although if it is required, then INS security must be consulted prior to transmission.

Protectively marked documents must not be copied or transmitted to other parties without the permission of the originator. Should permission be granted for copying or transmittal of information then this should be in accordance with the guidelines in the attached table.

It is important to note that the Internet is not secure. **Protectively marked documents must not be transmitted across the Internet.**

Bulk storage of Sensitive information i.e. on a CD, greatly increases the risk and vulnerability. This should therefore be avoided. If unavoidable, careful consideration must be given to the handling of such media and greater attention paid to its protection.

4.4 Protectively Marked Material outside Office Premises

When travelling away from office locations carrying Sensitive information, the following measures should be employed:

Where possible, Sensitive information must be kept in a locked briefcase, it should not leave your possession except under exceptional circumstances and only where suitable precautions are taken.

If travelling by car, Sensitive material should be locked away in the boot of the car **at the start of the journey.**

Where circumstances dictate that the information must be left unattended, e.g. in a hotel room, due consideration should be given to the impact to the national interest should the information be stolen or compromised. In any case, the information should be locked away and out of site.

When travelling by air all Sensitive material should be kept in hand luggage.

4.5 Destruction & Disposal

The policy is:

Unless there is legal necessity to keep documents for a prolonged period of time by archiving, all waste protectively marked documents must be shredded at source, i.e. within the office in which it is held.

Where this is impractical, the INS Security Department should be contacted for advice.

Action	RESTRICTED
Identification	All documents (including Contractor generated) to bear: <ul style="list-style-type: none"> • 'RESTRICTED' marking in upper case • A means of identifying the document <ul style="list-style-type: none"> • Date of origin
Accountability	Loss or compromise of documents to be reported immediately to INS originator and/or the local security adviser
Reproduction	No restriction but should not be copied unnecessarily.
Storage	To be locked in drawers or cupboards when not in use.
Destruction	To be shredded at source, i.e. within the Department in which the document is held, to the following specification: <ul style="list-style-type: none"> • Shredded to a size not more than 60 square mm • Shredded to a width not more than 4mm • Inserted as whole pages into the shredder with the lines of print at right angles to the direction of shredding, i.e. cross-cut shredded.
Removal from offices	No restriction but should not be removed unnecessarily. Individual responsibility to ensure adequate protection.
Within sites	By Internal Mail – no classification or reference number on envelope
Transmittal to other Parties	Recipient is responsible for cascading these requirements when information is transmitted onward (e.g. to subcontractors).
Transmittal between sites and to outside bodies within the UK	By Inter-site Mail or post or other courier or messenger service, after receipt of permission from the INS originator. The envelope should show no marking or descriptor (other than PERSONAL or ADDRESSEE ONLY if appropriate). It should be addressed to an individual by name or appointment.
To other countries	Not to be sent without further advice from INS security.
Fax transmission	Can be faxed within UK after receiving permission from INS originator. Must not be faxed elsewhere. Recipient must be present to receive fax immediately.

Action	RESTRICTED
Electronic storage and processing	No restrictions within accredited ¹ networks. Must not be processed or stored outside accredited networks and systems unless on standalone machines with no network connections.
Transfer via data networks	Must not be transmitted across the Internet. No restrictions within accredited networks.

Action	CONFIDENTIAL
Identification	All documents (including Contractor generated) to bear: <ul style="list-style-type: none"> • 'CONFIDENTIAL' marking in upper case • A means of identifying the document <ul style="list-style-type: none"> • Date of origin
Accountability	Loss or compromise of documents to be reported immediately to INS originator and/or the local security adviser
Reproduction	No restriction but should not be copied unnecessarily
Container	Documents must be kept in security approved containers.
Destruction	To be shredded to the following specification: <ul style="list-style-type: none"> · Shredded to a size not more than 60 square mm · Shredded to a width of not more than 4 mm · Inserted as whole pages into the shredder with the lines of print at right angles to the direction of shredding, that is, cross-cut shredded
Removal from offices	Should not be worked on at home without line management approval. To be carried in locked briefcase.
Within sites	By Internal Mail - no classification or reference number on envelope.
Between sites and to outside bodies	By post or other courier or messenger service. The cover should show no marking or descriptor (other than PERSONAL or ADDRESSEE ONLY if appropriate). It should be addressed to an individual by name or appointment. Double covers must be used if sent to a non-government address. Inner envelope should be stamped with the classification and marked addressee only and addressed to a named individual. Outer envelope should contain no markings to indicate the content.
To other countries	Not to be sent without further advice from INS

¹ Accreditation is a formal assessment of the risks to the confidentiality, integrity and availability of Protectively Marked Information on specified networks or machines. The accreditation is normally carried out by the UK Security Services or organisations closely allied to them.

	security.
Fax transmission	Must not be faxed.
Electronic storage and processing	No restrictions within accredited networks. Must not be processed or stored outside accredited networks and systems unless on standalone machines with no network connections.
Transfer via data networks	Must not be transmitted across the Internet. No restrictions within accredited networks.

Contractors will be required to submit, within 7 days, written evidence of how the above requirements will be implemented.