Schedule S3

1 DEFINITIONS

(1) In the event of any inconsistency or conflict between the Terms and Conditions of Purchase, the Purchase Order and this Schedule, the following order of precedence shall apply:
  (a) the Purchase Order;
  (b) the Schedule;
  (c) the Conditions

(2) The following definitions apply to this Schedule. Any term not defined herein shall have the definition ascribed to it in Clause 1 of the Conditions:

"Confidential Information"	means all information of a confidential nature in any form whatsoever, whether or not marked as confidential, disclosed or made available by or on the behalf of the Buyer (or any of its Affiliates) to the Contractor (or any of its employees, representatives, sub-contractors or agents) and regardless of whether or not disclosure was made before or after the date of the Contract.
"Consultant"	means the Supplier as defined in the Conditions.
"Services"	means the consultancy services more particularly described in the Purchase Order or a written statement of work.
"SHE Standards and Requirements and Site Rules"	means the Buyer's written policies and rules regarding health and safety and other requirements of visitors to a Site as notified to the Contractor from time to time.
"Site"	means the location(s) referred to in the Contract where the Services are to be performed.

2 GENERAL OBLIGATIONS AND STANDARDS

(1) The Consultant shall throughout the duration of the Contract commence, execute (with due expedition and safety) and complete the Services to the reasonable satisfaction of the Buyer in accordance with the provisions specified in or reasonably to be inferred from the Contract.

(2) The Consultant shall:
  (a) devote such of its time and attention and at such times as may be reasonably required to enable it to provide the Services;
  (b) ensure that any personnel, agents or sub-contractors which it uses to provide any Services are suitably skilled, qualified and experienced to undertake the roles to which they have been appointed;
  (c) use reasonable endeavours to minimise the turnover of personnel used by it to provide the Services;
  (d) provide on request from time to time a written report detailing the work performed by the Consultant and otherwise answer any reasonable queries of the Buyer concerning the Services; and
  (e) attend any Site and such other places as may be reasonably required from time to time to ensure the proper performance of the Services.

(3) The Consultant agrees to adhere to the following responsibilities:
  (a) The Consultant is deemed to have understood the nature and extent of the Services and to have visited each Site (where relevant) and shall make no claim against the Buyer (or its Affiliates) founded on its failure to have done so. The Buyer shall, on request of the Consultant, grant such access as may be reasonable for this purpose.
  (b) In the absence of a specified commencement date for the performance of the Services, the Services shall commence upon notice being given by the Buyer and the Buyer from time to time thereafter shall provide possession of so much of a Site as is necessary for the performance of the Services, but such possession shall not be exclusive to the Consultant and it shall, as directed by the Buyer, allow others to work on and have access to each Site and afford them all reasonable facilities so to do.
  (c) The Consultant shall not commence the Services on any Site before advising details to and obtaining the prior consent of the Buyer.

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3 HEALTH AND SAFETY

(1) In addition to Clause 3.2 of the Conditions, the Consultant represents and warrants that it shall:
  (a) Carry out the Services with proper regard to the safety of all persons; and
  (b) Comply with the SHE Standards and Requirements and Site Rules and all applicable health and safety legal requirements and shall procure that its employees and the employees of its subcontractors (if any) so comply.

(2) The Buyer shall have the right to require the immediate removal of any person brought to a Site by the Consultant who:-
  (a) has failed to comply with any applicable laws, work rules and/or the SHE Standards and Requirements and Site Rules; or
  (b) has in the opinion of the Buyer been negligent, incompetent or acted without due care; or
  (c) by act or omission has been prejudicial to the health and/or safety of persons;
  (d) and any such person so removed shall not be granted future access to any Site or be engaged further by the Consultant to provide the Services without the prior permission of the Buyer.

(3) The Consultant shall be responsible for the suitability and safety of any equipment, machinery and materials used by it to perform the Services and no equipment, machinery or materials shall be used which may be unsuitable, unsafe or liable to cause damage or injury to property or persons. Without prejudice to the generality of the foregoing, if in the Buyer's opinion any such equipment, machinery or materials are unsuitable, unsafe or liable to cause damage or injury to property or persons, upon written or oral notification from the Buyer it shall not be used in the performance of the Services and it shall be replaced with suitable and safe equipment, machinery or materials with the minimum of delay and at the Consultant's cost.

(4) The Consultant shall not permit any person to visit a Site whose presence is not necessary for the performance of the Services without the prior consent of the Buyer.

(5) To the extent practicable, the Consultant undertakes to use all reasonable endeavours to maintain the composition of its team (employees and the employees of its subcontractors), as initially appointed, for the duration of the Contract.

(6) The Consultant shall keep and thereafter safely maintain and protect against loss and damage such health, safety and environmental records relating to the Services as can reasonably be expected from a prudent and reputable consultant (including without limitation records relating to personnel, training, inductions, risk assessments, investigations and accidents at work).

4 TRAVEL

(1) In the event the performance of the Services requires that the Consultant undertakes travel which (as agreed between the Parties) is not included in the Price, the Consultant shall agree with the Buyer all travel to be made, modes of transport to be used and permitted subsistence and other related expenses before commencing any travel and incurring any expenses. The Buyer shall reimburse the Consultant for all such reasonable and properly incurred expenses provided that an itemised invoice is provided to the Buyer with valid receipts to support any expenses claimed.

5 INTELLECTUAL PROPERTY

(1) In addition to clause 9.2 of the Conditions, the Consultant may only make such number of copies of any Input Materials as are necessary for the purpose of performing the Services.

(2) Any Intellectual Property Rights that arise or are otherwise obtained or developed by the Consultant, or by an employee or sub-contractor on behalf of the Consultant in the course of or in connection with the Services shall upon creation vest in and be the exclusive property of the Buyer. The Consultant hereby assigns with full title guarantee (in the case of any future Intellectual Property Rights by way of a present assignment of a future right) ownership of all such Intellectual Property Rights to the Buyer. Both during the term of the Contract and afterwards, the Consultant shall execute all documents and do all things necessary to vest ownership of such Intellectual Property Rights in the Buyer as the sole beneficial owner and the Consultant irrevocably waives all moral rights in respect of any materials or works which give rise to an assignment of Intellectual Property Rights pursuant to this Clause 5(2) of this Schedule.

(3) The Consultant shall promptly disclose to the Buyer any idea or invention created in the course of providing the Services.

(4) To the extent the Buyer reasonably requires use of Intellectual Property Rights of the Consultant to make use of the Services, the Consultant hereby licenses such rights of use to the Buyer free of charge and on a perpetual, non-exclusive sub-licensable worldwide basis.

(5) On termination or expiry of the Contract or completion of the Services, the Consultant shall deliver up to the Buyer all Documents, products, tools, equipment and other materials that the Buyer owns or is licensed to use pursuant to this Clause 5 of this Schedule.

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6 CONFIDENTIALITY

(1) The Consultant undertakes to:
  (a) keep confidential all Confidential Information;
  (b) not without the written consent of the Buyer disclose any Confidential Information in whole or in part to any other person save those of its directors, employees, agents or professional advisers involved in the performance of the Services and provided in all cases that they have a need to know the same and that such disclosure is made in accordance with Clause 6(3) of this Schedule; and
  (c) use any Confidential Information solely in connection with the provision of Services to the Buyer and not otherwise for its own benefit or for the benefit of any third party.

(2) The restrictions set out in Clause 6 of this Schedule shall not apply to any Confidential Information:
  (a) that the Consultant can demonstrate to the reasonable satisfaction of the Buyer through the use of appropriate evidence was:
    (i) known to the Consultant free from any obligation of confidence prior to the date of its disclosure by the Buyer otherwise than as a result of being obtained directly or indirectly from the Buyer;
    (ii) obtained from a third party free from any obligation of confidence who lawfully possessed such Confidential Information and which was not obtained by that third party in a breach of a duty of confidence owed to the Buyer; and/or
    (iii) in the public domain in the form in which it is possessed by the Consultant and other than as a result of a breach of a duty of confidence owed to the Buyer by any person;
  (b) which is required to be disclosed by the Consultant as a requirement of law or to any regulatory body to whose rule the Consultant is subject. In such circumstances, the Consultant shall provide the Buyer with as much notice as reasonably possible of any request for it to disclose any Confidential Information and, shall assist the Buyer to resist the disclosure in question to the maximum extent permitted.

(3) Without prejudice to the generality of Clause 6 of this Schedule, the Consultant further undertakes to make all relevant directors, employees, sub-contractors, agents and professional advisers aware of the confidential nature of the Confidential Information under this Clause and shall procure the compliance of all such persons with the provisions of this Clause as if those persons were a direct signatory to the Contract. If required by the Buyer, the Consultant shall procure that all such persons used in connection with the Services sign a non-disclosure agreement directly with the Buyer.

(4) The Consultant shall not make use of or make any reference to the name of the Buyer (or any Affiliate of the Buyer) for any advertisement, announcement, marketing or publicity without the prior written consent of the Buyer.

(5) The Consultant shall not without the prior consent of the Buyer in writing take or permit to be taken any photographs of any Site or any part thereof, or any property of the Buyer (including without limitation equipment and installations).

(6) This Clause 6 of this Schedule shall survive termination of the Contract for whatever reason.

7 VARIATION OF THE SERVICES

(1) In the event that the Buyer requires additional works or services to the Services or any changes to the Services, the Buyer shall notify the Consultant of its requirements. Following such notification and in any event within two working days following receipt of the request, the Consultant shall advise the Buyer in writing of the impact (if any) of any requested change on:
  (a) the Price, together with a detailed breakdown of such additional costs, expenses and charges to be incurred by the Consultant as a result of the requested change; and
  (b) the timescales for the performance of the Services, together with a detailed breakdown of additional time required to perform the Services (as revised).

  Any suggested revision by the Consultant to the Price and/or the timescales for performance of the Services must be proportionate to the change requested to the Services by the Buyer and the Consultant shall use all commercially reasonable efforts to minimise any additional charges and delay in performance of the Services. If requested by the Buyer, the parties shall meet to discuss any requested change and/or any impact on the Price or timescales for performance of the Services as soon as practicable.

(2) The Consultant may not unreasonably withhold or delay its agreement to any reasonable request by the Buyer to add to or alter the Services and both parties shall negotiate any amendments required to the Contract in good faith.

(3) Any change to the Services or any other terms of the Contract shall only be effective and binding if documented in writing and signed by an authorised representative of each party.

8 INSURANCE

(1) Clause 12 of the Conditions, details the requirements of Third Party Liability, Professional Indemnity, Workmen's Compensation and Buyers Liability insurances that shall be maintained by the contractor

(2) In addition to Clause 12 of the Conditions, the Consultant shall also maintain the following other insurance policies, with an insurance office of good repute to cover any foreseeable commercial risk, including but not limited to:
    (i) Insurance for the replacement of the Consultant's equipment, defective materials, tools and any other item that is necessary to be used for the completion of the Services.
    (ii) Motor, Marine or Aviation Insurance as appropriate.
(3) The Consultant shall ensure that any subcontractor also maintains each of the insurances set out in Clause 8 of this Schedule.

9 STATUS OF CONSULTANT

(1) Nothing in the Contract shall be construed as establishing the Consultant or any employee or sub-contractor of the Consultant as an employee of the Buyer. The Consultant shall be an independent contractor and shall not be an employee, agent, partner or servant of the Buyer. Save as may be specifically authorised in writing by the Buyer, the Consultant shall have no authority to enter into any legally binding arrangements on behalf of the Buyer.
(2) The Consultant shall account to each applicable authority on time and in full for all taxes due from it in respect of any payments made by the Buyer to the Consultant under this Contract. The Consultant acknowledges and agrees that it is a contractor and shall be fully responsible for and shall keep the Buyer indemnified for and in respect of any claim by an applicable authority (including without limitation, HMRC and the Inland Revenue) in respect of any tax (including without limitation, income tax and national insurance contributions) arising from or payable in connection with the performance by the Consultant of its obligations under the Contract.

10 NON SOLICITATION

(1) The Consultant agrees that, during the term of the Contract and for a period of 1 year from the date of termination of the Contract, it shall not (without the Buyer's prior written agreement in writing) directly or indirectly offer to employ, engage as an independent contractor or induce any person who has been associated with the Services to leave the Buyer's or any of its Affiliates' employment.