SUPPLIER HANDBOOK AND POLICIES

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AWE STANDARD REQUIREMENTS

1 VISITNG AWE

- 1.1 Individuals visiting AWE's Site may only do so with a prior invitation from AWE.
- 1.2 All visits are at the sole discretion of AWE and subject to satisfactory completion of any security checks required by AWE.
- 1.3 The visitor shall provide AWE all the information it requests regarding any security check. As a minimum the visitor will be required to provide:
 - a) Full name (including any middle names)
 - b) National Insurance Number
 - c) Home address
 - d) Date of Birth
 - e) Nationality
 - f) Town of birth
 - g) Residencies outside of the UK during the last 10 years
- 1.4 Requested information shall be provided at least 48 hours prior to the proposed visit.
- 1.5 No visitor shall be allowed more than 30 visits to the AWE Site in one year, after which the individual shall be required to undergo security clearance to a minimum of SC level.
- 1.6 When arriving at AWE, the visitor must present to AWE reception a photographic form of identification. This must be either a driving license or passport that is in date.
- 1.7 The visitor shall be aware of and comply with the AWE Prohibited and Controlled Items List.
- 1.8 The visitor must always be escorted by the host of the visit. The visitor shall follow all AWE policies, procedures and instructions given during their visit.

2 BEHAVIOUR OF PERSONNEL ON SITE

- 2.1 The Supplier shall always ensure that whilst at the AWE Site the Supplier Personnel:
 - a) comply with all Laws, all AWE's site policies and procedures notified to the Supplier from time to time together with AWE's Standard Requirements and any instructions of AWE;
 - do not cause any damage to or loss of the AWE Site or any property at or on the AWE Site or cause any pollution, nuisance or risk to the health of any person; and
 - c) cooperate with other personnel at the AWE Site and do not obstruct them in the performance of their duties.
- 2.2 Notwithstanding any other provision of the Contract, AWE shall be entitled at any time (in its absolute discretion) to instruct the Supplier to remove and replace (or procure the removal and replacement of) any Supplier Personnel from the performance of the Contract.
- 2.3 The Supplier shall, immediately following receipt of an instruction given by AWE pursuant to Clause 2.2 ensure that the person the subject of such instruction shall have no further involvement in the performance of the Contract and any other agreements between the Supplier and AWE.

- 2.4 AWE shall not be liable for any costs claims liabilities or losses of the Supplier arising from or related to the removal and/or replacement of any Supplier Personnel pursuant to Clause 2.2.
- 2.5 In addition to AWE's other rights and remedies, AWE shall be entitled, without liability, to remove or to refuse admission to the AWE Site to any person at any time for any reason in AWE's sole discretion.
- 2.6 The Supplier shall indemnify AWE in full and on demand against all losses, liabilities, costs, claims and expenses arising out of any claim by any person removed or refused access under this Clause.

3 GENERAL REQUIREMENTS

- 3.1 If the Supplier needs to visit the AWE Site more than thirty times in one year and/or undertake work on the Site, the Supplier shall ensure that all personnel complete:
 - a) Requisite security clearance to the required level
 - b) AWE induction and mandatory training
 - c) Pre-placement health assessment
 - d) Drugs and alcohol test
- 3.2 Notwithstanding compliance with the above, access to AWE Site is solely at AWE's discretion.

4 SECURITY CLEARANCE

- 4.1 The security clearance procedure typically takes between 25 and 120 business days to carry out and complete (dependent on the level of clearance required). The Supplier shall allow such time as a minimum period on programming its work. AWE shall not be held responsible for any delays incurred. On request, AWE shall give the Supplier details of the requirements in respect of a particular level of security clearance.
- 4.2 Appropriate security levels must be maintained at all relevant times.
- 4.3 Notwithstanding compliance with any requirement, AWE shall be entitled at any time to deny any person access to the AWE Site. AWE shall not be required to give a reason for such denial of access and its decision shall be final and shall not be subject to dispute resolution of any form.
- 4.4 The Supplier shall establish, implement, operate and maintain effective mechanisms for identifying any changes in the circumstances of any personnel which may affect their security clearance and shall immediately communicate such changes to AWE. Examples of relevant circumstances include:
 - a) Matrimonial status or living arrangements
 - b) Financial circumstances
 - c) Domicile
 - d) Job description
 - e) Location where work will be undertaken
 - f) Information given in obtaining security clearance
- 4.5 In the event the scope of work or location of that work changes, the individual may need to be reassessed for a higher security clearance.
- 4.6 Due to the nature of the work undertaken by AWE, the Supplier's

personnel are required to meet special nationality rules. To be eligible, the individual will be required to undergo security clearances and unless otherwise authorised should normally be a British Citizen as defined in the British Nationalities Act 1981 and should normally have resided continuously in the United Kingdom immediately before their application for a security clearance for the period of time stated below: Security Check - 5 years Developed Vetting - 10 years

- 4.7 Where security clearance has been granted, AWE shall issue passes for admission to AWE's Site. Individuals requiring security clearance shall not be admitted unless in possession of such a pass. Passes shall remain the property of AWE and shall be surrendered on demand or on completion of the work. The Supplier shall ensure that its personnel return all issued site and car passes upon completion and/or termination of the Contract or the individual's employment.
- 4.8 If in the opinion of AWE, any individual shall misconduct themselves, or it shall not be in the public interest for the Supplier to use them in provision of the work, then the Supplier shall remove such person without delay on being required to do so by AWE and shall cause the work to be performed by such other person as may be necessary and at no additional cost to AWE.

5 AWE INDUCTION AND MANDATORY TRAINING

5.1 If the Supplier visits the AWE Site more than thirty times in one year and/or works on the AWE Site, then the Supplier shall ensure that all personnel complete the AWE induction and mandatory training.

6 PRE-PLACEMENT HEALTH ASSESSMENT AND DRUG AND ALCOHOL TEST

- 6.1 The Supplier shall ensure that personnel possess a certificate of fitness for carrying out their work and have undergone drug and alcohol screening prior to commencing work.
- 6.2 The Supplier shall provide AWE with acceptable proof of having passed this screening.
- 6.3 AWE has a comprehensive drugs and alcohol policy which applies to all people who work on the AWE Site and incorporates:
 - a) pre-placement screening;
 - b) 'for cause' testing; and
 - c) random testing
- 6.4 AWE has a zero tolerance for illicit drugs and/or alcohol being present in a person's body whilst on the AWE Site. Failure to attend a test or to pass a test shall result in immediate and permanent expulsion from the AWE Site.
- 6.5 The Supplier may use its own occupational health professional to undertake the drug and alcohol screening and provide a certificate of fitness. The service shall be equivalent to AWE's requirements.
- 6.6 If the Supplier wishes to use AWE's occupational health provider to complete the drug and alcohol screening and pre-placement health assessment it may do so by making its own arrangement with AWE's occupational health provider. This service is not provided by AWE whether through its occupational health provider or otherwise.
- 6.7 The Supplier shall instigate and maintain a suitable on-going health surveillance programme to review the continued fitness of personnel.

- The programme of health surveillance shall be commensurate with legislative requirements and the hazards of the work.
- 6.8 For the duration of the work on AWE's Site by individuals from the Supplier, if such individuals change the job description for which they were originally screened then they shall need to be reassessed.
- 6.9 The Supplier shall notify AWE if there is a change in the health status, medical fitness or job role of personnel.
- 6.10 The result of pre-placement health checks and/or drug and alcohol testing is at AWE's sole discretion. AWE's decision shall be final and shall not be subject to dispute resolution of any form (including any interim relief).

7 ENTRY SEARCHES

7.1 On entering or exiting an AWE Site all vehicles and personnel are liable to search by MOD Police or AWE's civilian guard force. The Supplier and the Supplier Parties shall fully cooperate with such searches.

8 PROHIBITED AND CONTROLLED ITEMS

- 8.1 The Supplier and Supplier Parties shall be aware of and comply with the following Prohibited and Controlled Items list.
- 8.2 Prohibited items

The Supplier shall not bring any of the following prohibited items onto the AWE Site:

- a) Explosives;
- b) any explosive substance, ammunition or item;
- c) any firearm, including air rifles and pistols;
- d) any type of offensive weapon;
- e) any imitation of the above;
- f) non-prescription medication/illegal drugs;
- g) heating/cooking gas bottles/fuel; or
- h) alcohol;
- 8.3 Controlled items

The Supplier is not permitted to bring the following portable electronic devices and other specified items on to the AWE Site. The use of such items is governed by the AWE company zoning policy and AWE security procedures. Breach of security procedures will result in personnel being referred to their appropriate disciplinary systems and may ultimately result in them being removed from AWE Site.

- a) Photographic equipment including any type of camera, photographic film and storage media (including camera phones);
- b) Recording equipment, including audio, video tapes and discs;
- c) Computer equipment or IT storage media, including but not limited to laptops, PDAs, USB devices, iPODS, MP3 players, software and CD ROMs;
- d) Radio transmitting equipment or device, including but not limited to mobile phones, removable CB radios;
- e) Removable satellite navigation systems;
- f) Laser pens, pen drives, USB devices and smart media;
- g) Vehicle fixed equipment such as radios, telephones, satellite navigation systems and on-board computer devices must be declared prior to entry to the AWE Site and can remain in the vehicle but must always be switched off whilst on the AWE Site; and
- h) Binoculars

MOD Police or AWE's civilian guard force are authorised to confiscate any item on this list discovered during searches.

9 HEALTH AND SAFETY

- 9.1 AWE's reputation and public confidence in its operations depends on achieving excellence in health, safety, security and environment and the overall quality of all its work. No single standard or obligation can encompass this but the Supplier shall be aware of the nature of AWE's business and carry out all aspects of its work in a safe, secure and clean manner.
- 9.2 The Supplier shall make appropriate assessments of the hazards associated with its work and apply the identified controls in accordance with good practice. In doing so it shall take proper notice of the workplace risk assessments provided by AWE and implement the identified controls.

10 ENVIRONMENT

10.1 The Supplier shall make appropriate assessments of the hazards and environmental aspects associated with its work and apply the identified controls in accordance with good practice. In doing so it shall take proper notice of the workplace risk assessments provided by AWE and implement the identified controls.

11 PERSONAL PROTECTIVE EQUIPMENT

- 11.1 The Supplier shall provide all personnel working at the AWE Site any protective clothing which may be required, such as Personal Protective Equipment (PPE) and ensure any PPE is consistent design and quality satisfactory to AWE.
- 11.2 The Supplier shall ensure PPE is manufactured to the relevant EN Standard.
- 11.3 The Supplier shall ensure that PPE is kept clean and in good repair.

12 PROCEDURES, POLICIES AND PROCESS

- 12.1 The Supplier and Supplier Parties shall ensure they comply with all relevant procures, policies and processes at all times.
- 12.2 The Supplier and Supplier Parties who visit or work on an AWE site shall ensure that they have:
 - a) An understanding of nuclear professionalism at AWE; and
 - b) An understanding of the behaviors expected of all who work at AWE.
- 12.3 An AWE sponsor may determine that the Supplier and Supplier Parties would benefit from the 'Introduction to Nuclear Professionalism' course offered by AWE. If this is identified, the Supplier and all relevant Supplier Parties shall work with the AWE sponsor to ensure all relevant personnel complete this course, or any other higher level of learning related to nuclear professionalism if so required.

13 HOURS OF WORK

Unless separately outlined in a Contract between AWE and the Supplier, the Supplier, subject to any other restrictions, shall carry out its work on the AWE Site between the hours of 09:00 and 16:30 other than on Saturday, Sunday, English bank or public holidays and 25th December to 31st December inclusive. Please note that AWE operates on a 9 day fortnight basis therefore the AWE Site will be closed every alternate Friday.

14 ASSURANCE EVENTS AND REPORTING

- 14.1 AWE operates a procedure for reporting and processing accidents, incidents and near misses. The Supplier shall comply with procedures and report as necessary.
- 14.2 Where appropriate and deemed necessary by AWE, the Supplier and any relevant sub-contractors shall assist AWE in any investigation following any accident, incident or near miss.
- 14.3 The Supplier will provide any information deemed required by AWE to formulate a detailed report, including root causes, corrective, and preventive actions in order to ensure a safe working environment and compliance with AWE investigative standards.
- 14.4 Where the Supplier reports an incident, that occurred on an AWE Site, to the HSE pursuant to RIDDOR, the Supplier shall immediately notify AWE. Within 1 business day of AWE's request, the Supplier shall give all information requested regarding the reportable incident to AWE. In all circumstances the Supplier shall give to AWE one copy of the duly completed notification form F2508 'Report of an Injury or Dangerous Occurrence' or form F2508A 'Report of a Case of Disease', as the case may be, not later than 5 business days after occurrence of the reportable incident.

15 CONTROL AND SUPERVISION

15.1 The Supplier will apply the appropriate levels of control as described is this ESH MSP 1526 to all works carried out on site. This procedure is underpinned by ESH 701 'Risk Assessment' and MSP 702 'Work Control'

16 WORK AUTHORISATION AND PERMITS

- 16.1 The Supplier shall obtain the relevant authorisation and permits in accordance with MSP 702 'Work Control' before it commences work on the AWE Site. MSP 702 'Work Control':
 - a) describes the process steps required to control work from conception to close-out;
 - b) defines the arrangements for the production, approval, authorisation and use of safe systems of work, as defined in ESH MSP 1526;
 - c) introduces the relationship between the various components that together make up safe systems of work; and
 - d) provides the link to the required work task authorisation levels to be

used for work authorisation, as defined in MSP 702, throughout AWE.

17 ASBESTOS

- 17.1 If the Supplier discovers or suspects the presence of asbestos the Supplier shall immediately stop work and inform AWE of its discovery or suspicion. The Supplier shall comply with all AWE instructions and shall not recommence work until instructed to do so by AWE. This provision will not apply to this extent that the Supplier is engaged under a Contract to carry out work involving asbestos.
- 17.2 The Supplier shall comply with AWE's arrangements for dealing with asbestos on the AWE Site as set out in MSP 1104 'Management of Asbestos'.
- 17.3 The Supplier shall meet the legal requirement to provide asbestos awareness training to any of its employees who are liable to disturb asbestos while carrying out their normal everyday work (ref. Regulation 10 of the Control of Asbestos Regulations 2012).
- 17.4 Guidance is available from the AWE Asbestos Focal Point Team (tel. 0118 982 27463).

18 HAZARDOUS MATERIALS

- 18.1 The Supplier shall comply with the obligations in the Company Restricted & Prohibited Substances (CRPS) List and shall ensure that its works are free from any materials, substance or products identified as prohibited in the CRPS List. A copy of the CRPS list is available from AWE Supply Chain Management.
- 18.2 The Supplier shall not bring onto the AWE Site any substance which is subject to COMAH without AWE's prior written permission. Such substances include both those named in COMAH as well as those which fall within the categories identified in COMAH.
- 18.3 The Supplier shall not bring any radioactive material, radioactive sources or any equipment containing radioactive material onto the AWE Site without AWE's prior written consent. Guidance is available from the AWE Radioactive Item Registry (ARIR) Coordinator (01189826779).
- 18.4 Before commencing work, if requested by AWE, the Supplier shall establish, operate and maintain to AWE's satisfaction effective arrangements for both storage and emergency response to prevent the accidental escape of any hazardous material.

19 WASTE

- 19.1 AWE is committed to reducing its waste. Where waste cannot be avoided, the waste hierarchy shall be applied by the Supplier.
- 19.2 Suppliers shall comply with the requirements for planning, characterising, storing and removing/discharging waste that has arisen during the course of work as described in AWE Waste Processes and the following Management System Standards (MSS):
 - a) MSS 1602 Solid and Non-Aqueous Liquid Radioactive Waste
 - b) MSS 1604 Controlled Waste Management
 - c) MSS 1605 The Management of Aqueous Waste
- 19.3 The Supplier shall identify a competent individual to be accountable for managing waste arising from the Supplier's activities.
- 19.4 The Supplier shall refer to the technical specification to understand their responsibilities for waste removal. Should the Supplier undertake

- their own waste removal, they shall be required undergo a competency assessment and shall understand and comply with the requirements for reporting waste statistics to AWE.
- 19.5 Guidance is available from the Waste Service Desk (tel. 0118 9872727).
- 19.6 Only the AWE Radioactive Waste Adviser Corporate Body will provide radioactive waste advice pertaining to AWE's environment permits for the disposal of radioactive waste.

20 EXPLOSIVES

- 20.1 AWE's Site has special requirements relating to Explosives Safeguarding.
- 20.2 AWE Sites have controls, under the HSE Explosives License, for the deployment of people in certain areas. These internal safeguarding areas may be consulted on maps that are available on AWE PLC GIS system and AWE PLC Explosives Safety Manual (AWE.MAN.S/14) and shall be adhered to.
- 20.3 Explosives can only be introduced to AWE Sites under AWE control procedures. Nail gun cartridges and cable spiking cartridges are examples of explosives for which particular controls maybe required above those experienced elsewhere.
- 20.4 Where explosives are being supplied by AWE, either those explosives shall continue to be outside the scope of the Identification and Traceability of Explosives Regulations 2013, or the AWE Explosives Safety Lead shall be contacted to ensure that the appropriate legal provisions are in place.
- 20.5 Explosives are not to be delivered without written authorisation from AWE Plc, Explosives Operations Support (XOS). XOS Contact Telephone Numbers: +44 01189 826201, +44 01189 826064 or +44 01189 827651 Hours of Business Office Hours: Monday to Thursday 07:40 16:30 hrs Friday 07:40 16:15 hrs Delivery Hours: Monday to Thursday 08:00 16:00 hrs Friday 08:00 15:45 hrs.
- 20.6 AWE operate a 9-day fortnight so deliveries will not be accepted on the non-working Friday.
- 20.7 Applications for delivery are to be made using Document Reference: EDMS1/8018E23C/B/XBU/WI/P0306, a minimum of 48 hours (2 clear days) notice is required.
- 20.8 Explosives will not be accepted onto AWE Plc premises if they have not be Classified by:
 - Explosives Storage and Transportation Committee (ESTC) the UK Competent Authority that
 - b) award Hazard Classifications for Military Explosives; or
 - c) Health & Safety Executive (HSE) the UK Competent Authority that award Hazard Classifications for Commercial Explosives; or
 - Foreign National Competent Authority Classification awarded by a National Competent Authority of an ADR Signatory Nation.
- 20.9 Suppliers are to supply the following documents prior to delivery:
 - a) REACH compliant Material Safety Data Sheets
 - b) Product data sheets
 - c) Competent Authority Classification Documents
 - d) Packing Approval Documents
 - e) Packing Test Reports
 - f) Packing Instructions
- 20.10 Suppliers shall supply any additional information that is requested by AWE Plc, Explosives Operations Support (XOS).
- 20.11 Documents and Information is to be provided by E-Mail to

GroupXOS@AWE.co.uk and David.A.Cocks@.awe.co.uk.

20.12 The Supplier must receive authorisation from GroupXOS@AWE.co.uk before dispatching the Explosives to AWE premises.

20.13 All Explosive Delivery Consignments are to be Addressed to: -

Magazine Manager – FAO (Requesters Name as per Deliver to Location information on the Order)

XOS Dept.

Building B9B2

AWE Plc

Aldermaston

RG7 4PR

21 CDM

- 21.1 Where applicable, the Supplier shall comply with all obligations pursuant to CDM Regulations and MSP 1201 'Design Planning & Management of Construction Work Under Construction Regulations'.
- 21.2 Guidance is available from the AWE CDM Technical Authority, contact details can be provided upon request.

22 RADIATION PROTECTION

- 22.1 The Supplier may be requested to undertake work in designated areas as defined in the Ionising Radiations Regulations 1999. If necessary, specific arrangements for advice may be sought through a Radiation Protection Adviser (RPA).
- 22.2 Supplier Personnel that are classified persons will need to provide such information as AWE may be required in order to manage the persons suitably. Information on dosimetry and employment medical advisers will be needed.
- 22.3 The Supplier shall be responsible for ensuring arrangements with their sub-contractors are suitable and comply with the requirements of the lonising Radiations Regulations 1999.
- 22.4 Radiation employers are required to have their own RPA advice. Confirmation of the arrangements must be forwarded to the Head of Corporate RPA (01189 850339).
- 22.5 Further advice may be sought from the company RPAs or via the Head of Corporate RPA (01189 850339).

23 IT

- 23.1 The Supplier shall comply with AWE's instructions and policies in respect of IT systems, including any security procedures and shall not access or use any of AWE's IT systems without AWE's prior written permission.
- 23.2 Any of the Supplier's IT equipment whilst on AWE's Site is to be registered with the IT Security Officer.
- 23.3 Use of AWE IT equipment requires completion of mandatory training.
- 23.4 Any email and/or telephone calls, using AWE equipment may be monitored.
- 23.5 Non-AWE equipment shall not be connected to AWE systems unless prior authorisation is provided.

24 PORTABLE ELECTRONIC DEVICES

24.1 The Supplier shall comply with the PED zoning policy which governs

- the use of PEDs (including mobile phones, laptops and other devices) which are permitted to be brought onto the AWE Site under the Prohibited and Controlled Items List. The PED zoning policy covers use inside buildings on the AWE Site and carriage of PEDs outside building on the AWE Site.
- 24.2 Personnel will be advised of the PED zoning policy and local arrangements when on the AWE Site.

25 MOTOR INSURANCE

25.1 The AWE Site is maintained and operated by AWE on behalf of the MOD which retains ownership of the AWE Site. The AWE Site is subject to the terms of the Road Traffic Act 1988. The Supplier shall ensure that their policy or policies of insurance provide the necessary cover for driving on a MOD site.

26 DELIVERY

- 26.1 The Supplier shall ensure that all deliveries and collections to AWE are to be pre-notified to AWE site logistics team using the delivery booking system.
- Due to the high number of deliveries at AWE, the Supplier will be allocated a delivery slot. If the Supplier arrives outside of their allocated time, they will not be allowed access to the AWE Site and will be required to return at the agreed time. In special circumstances the Supplier may be held until the AWE Site contact is able to receive the delivery. The Supplier should be aware that there are no free waiting areas locally to AWE, so the Supplier should stay away until they are within their window and not use local industrial estates around AWE's Site.
- 26.3 Suppliers arriving at the AWE Site without prior booking confirmation will not be permitted access to AWE Site.
- 26.4 The Supplier shall contact the AWE site logistics office on 0118 985 4710 or email logistics@awe.co.uk to obtain the necessary booking form.
- 26.5 The Supplier shall provide a minimum of 3 working days to AWE site logistics for any abnormal load's deliveries.
- 26.6 All delivery drivers shall be in possession of photographic identification such as a passport or drivers license to enable access to AWE's Site.

27 ELECTRONIC DOCUMENT MANAGEMENT SYSTEMS (EDMS)

27.1 If applicable, the Supplier shall use the EDMS specified by AWE in relation to all documents produced or to be used in the carrying out its work.

28 REACH

- 28.1 Where REACH registration or authorisation is applicable to the works, the Supplier shall ensure that prior to delivery it has:
 - a) procured all requisite authorisation and registration; and
 - b) given copies of all authorisation and registration documentation to AWE.

29 REMOVAL OF SUPPLIER EQUIPMENT

29.1 Should the Supplier bring onto an AWE site/s any disposable equipment, machinery and plant items, temporary office, welfare or storage accommodation, or other 'tools of the trade' and materials, the Supplier shall, where appropriate:

- a) contact AWE for disposal arrangements for all equipment and consumable items identified for sale or disposal and consumable items certified as redundant, unserviceable or scrap, whether or not they have market value, purchased under this Contract or provided under loan terms; and
- contact and arrange with AWE to take back and remove from any AWE Site/s any equipment or items once the Contract has been completed and the items are no longer required, at the Supplier's own cost.
- 29.2 Should the Supplier not comply with this Clause, AWE maintain the right to withhold any outstanding payments until the equipment/items have been disposed of or removed from AWE's Site/s as appropriate.

30 SUSTAINABILITY

- 30.1 AWE is committed to introducing sustainable development into all its processes and activities and recognises the importance of carrying out its procurement activities in an environmentally and socially responsible manner. AWE is committed, wherever possible, to procuring more sustainable products and services and has embarked upon a programme to integrate sustainability principles throughout its supply chain management activities. This includes:
 - use of Suppliers who have adopted or are working towards an externally certified environmental management system such as ISO 14001:
 - consideration of whole life cycle costs such as standardisation, maintenance, running costs, longevity and disposal;
 - c) encouraging innovation;
 - d) reductions in energy consumption, carbon emissions and waste;
 - e) use of environmentally friendly products e.g. from renewable and sustainable sources;
 - f) consideration of the source of supply such as use of local Supplier and impact of a Supplier's activities on the environment and local community;
 - g) social responsibility such as compliance with core labor standards and equal opportunities.
- 30.2 AWE may set out specific sustainability criteria or requirements in an Invitation to Tender. As a minimum, the Supplier must identify the sustainability of its proposal and explain any mitigations or benefits. Consideration must also be given to alternative solutions for meeting AWE's requirements which offer improvements in value for money, including whole life costs. If no sustainable development considerations are identified or offered, the Supplier must explain the reason why.

31 QUALITY MANAGEMENT

- The Supplier shall perform the Goods/Services in accordance with quality requirements specified in the Contract.
- 31.2 Where, and to the extent that materials and workmanship are not fully detailed or specified, they are to be of a standard appropriate to the Goods/Services.
- 31.3 The Supplier shall establish, maintain and implement a Quality System in accordance with BS EN ISO 9001:2015 "Quality Management Systems:
 Requirements" and the additional requirements of AQAP 2110 Edition D, Version 1 for Design, Development and Production will apply. This can

- be found at <u>Supplier Assurance AWE</u> QC1 and QC2 Suppliers shall also comply with AWE document 'Quality Requirements for Suppliers,' version O1AAJH-2034476337-104, Issue 1 (or a newer version, if applicable), which can be found at <u>Supplier Assurance AWE</u>
- 31.4 Adherence to the quality system shall ensure the provision of the Goods/Services is executed and completed by the Supplier in accordance with the Contract and that appropriate evidence of such is provided to AWE.
- 31.5 The Supplier shall develop and submit to AWE, for consent or agreement, at AWE's discretion, a detailed quality plan relevant and appropriate to the performance of the Goods/Services.
- 31.6 The Supplier shall develop and submit to AWE, for consent or agreement, at AWE's discretion, detailed inspection & test plans for the varying stages of the Goods/Services. The Supplier's involvement shall be fully annotated, and provision made within the plans for AWE's involvement to be clearly identified and understood.
- 31.7 Where AWE has given consent or agreement either expressly or implied to Quality Documents, they shall not be changed, revised, altered or amended without the further consent or agreement of AWE.
- 31.8 The Supplier shall prepare and implement an effective planned audit schedule for all aspects in provision of the Goods/Services. The Supplier shall submit to AWE an authorised copy of the audit schedule in line with the requirements.
- 31.9 The timing or schedule of audit and review activities that are to be undertaken by the Supplier shall be notified to AWE. AWE shall, at its discretion, provide an observer for any audit and reviews that are scheduled.
- 31.10 The Supplier shall provide to AWE, copies of all reports, including corrective actions, as a result of the audit and review activities undertaken.
- 31.11 The Supplier shall agree and subsequently implement any corrective action resulting from any visit to the Supplier's, sub-contractors or vendor's premises, carried out for the purpose of evaluation, or inspection of any part of the Supplier's arrangements.
- 31.12 The Supplier shall provide AWE's representative with access to their premises and those of their sub-contractors and/or vendors at any reasonable time for the purpose of evaluation, audit or inspection of any part of the Supplier's arrangements.
- 31.13 All requirements of this Contract may be subject to Government Quality Assurance (GQA). You will be notified of any GQA activity to be performed. The MOD shall be afforded the same courtesy of access as AWE and shall be accompanied by AWE.
- 31.14 The Supplier shall appoint a quality representative who shall have the appropriate authority and shall be the focal point of contact and coordination for all matters relating to quality during the performance of the Goods/Services.
- 31.15 The Supplier shall, at the commencement of the Contract, notify AWE in writing of the name, qualifications, address and telephone number (normal working hours) of the appointed quality representative.
- 31.16 The Supplier shall maintain suitable and appropriate quality records, which shall provide documentary evidence that performance of the Goods/Services complies fully and satisfactorily with Contract requirements.
- 31.17 Quality records shall be prepared in conjunction with the performance of the activity to which they relate, or as soon as is reasonably practicable thereafter. All inspection and/or test records shall be signed and dated, for the purpose of validation, by the appointed responsible

- person who conducted the inspection and/or test activities.
- 31.18 Records and record indexing systems shall provide enough information to uniquely identify each record to the item and/or activity to which it relates. Record storage shall be safe and secure to prevent damage, deterioration or loss. Filing systems shall ensure that all records are readily retrievable.
- 31.19 The Supplier shall prepare two identical sets of the quality records. The original set shall be retained by the Supplier for a period of at least six years, 12 years, or longer where identified by regulatory or statutory requirements, from the completion (i.e. the last payment) of the Contract.
- 31.20 The second set of quality records shall contain certified copies of the original certification, and shall be submitted to AWE for acceptance, at or before, agreed completion of the Goods/Services to which the records relate.
- 31.21 When the specified minimum period for retention of records by the Supplier has elapsed, the Supplier shall request written consent or agreement, as confirmation, for disposal instructions from AWE with regard to the records.

32 USE OF SUB-CONTRACTORS

32.1 The Supplier shall ensure that all the Clauses (or equivalent provisions) contained in these Standard Requirements shall be included in any subcontracts where the sub-contractor shall be working on an AWE site.

Supplier Information

- 1.1 The Supplier shall provide to the Company annual audited accounts within 30 days of filing with Companies House. If the Supplier is not registered in England and Wales, then within 30 days of filing with the relevant body within the Country of Incorporation. If such accounts are not required by law in the country of incorporation, then the Supplier shall provide a letter from a qualified accountant on headed paper stating as such.
- 1.2 The Supplier shall provide a current company structure annually. However, if there are any significant changes in the information required, then the Supplier shall notify the Company within 30 days of the change, including but not limited to;
 - 1.2.1 Changes to the key members of Board;
 - 1.2.2 Any shareholder increasing their share to 10% or more or if already owning more than 10% an increase of greater than 5%;
 - 1.2.3 A change of control as defined by s.1124 Corporation Tax Act 2010 including a sale or substantial sale of all of the assets of a Party; any merger, consolidation or acquisition of a Party, with, by or into another Corporation, Entity or Person; or any change in the ownership of more than 50% of the voting capital of a Party in one or more related transactions; and
 - 1.2.4 Any changes to Parent or Subsidiary companies.
- 1.3 The Supplier shall provide annual figures for lost time in injuries, first aid cases for the Supplier as a whole including any parent companies and subsidiaries.
- 1.4 The Supplier shall provide immediate notification to AWE on any fatality at any Supplier site.
- 1.5 The Supplier shall provide the Company with copies of all legally required insurance schedules within 30 days of issue. Such Insurance policies must be provided by a reputable firm regulated and authorised by the FCA.
- 1.6 The Supplier shall provide regularly updated maps of the Supplier's supply chain, capturing subcontractors and other key organisations used to deliver the goods, services and/ or works. The frequency of these maps being provided shall be as agreed between AWE and the Supplier, but shall be provided no less than once per annum.
- 1.7 The Supplier shall keep the Company informed of any of its business continuity plans and in the case of updates, within 30 days.
- 1.8 The Supplier shall provide to the Supplier immediate notice of any investigation under RIDDOR regulations and keep the Company updated as to progress and any outcomes of such investigation.
- 1.9 The Supplier shall provide to the Company immediate notice of any enforcement notices, warnings or prosecutions under current UK Environmental Legislation or if relevant, any current environmental legislation within the operational jurisdiction of the Supplier.

SECURITY

1.1 Security statement

It is essential that our suppliers safeguard the integrity and security of their systems and comply with AWE standards and guidance including application of the security classifications policy. We expect all parts of our supply chain, whether direct suppliers or sub-contractors, to have applied sensible and proportionate cyber security measures. As a minimum we would expect all suppliers to have Cyber Essentials. Suppliers must inform AWE if they become aware of any cyber security incident that affects or has the potential to affect AWE data.

Data should only be shared in accordance with appropriate laws and not outside the EU unless properly secured.

Both AWE and our suppliers have a duty to respect personal information and ensure it is protected, handled responsibly and only used for the purposes for which it is provided. Our suppliers must ensure that all personal information is controlled in accordance with, and their data and information systems comply with, applicable laws and regulations. Information should not be used for any purpose (e.g. advertisement or publicity) other than the business purpose for which it was provided, unless there is prior authorisation from AWE.

1.2 General

- a) The Supplier shall always comply with the applicable provision of this policy and all documents referred to herein.
- b) The applicability of the provision of this policy and the documents referred to herein is dependent upon the classification of information assets and/or material the Supplier will have access to.
- c) The Supplier will be informed of the classification of any information assets and/or material.
- d) If the Supplier is not informed of the classification of any information assets and/or material, it will be OFFICIAL.
- e) If during the currency of the Contract the Supplier is informed of a change to the classification of any information assets and/or material, it shall comply with any provisions of this Schedule which become applicable at no additional cost to AWE.

1.3 Classification of Assets

OFFICIAL is one of three Government Security Classifications; the higher tiers are SECRET and TOP SECRET. Classifications indicate the increasing threats to, and sensitivity of, information; technical, physical and supporting procedural controls increase for data and material classified in the upper tiers.

Some Official Information/Material will be of a more sensitive nature and be identified as requiring additional supporting technical and procedural controls to reinforce the Need-to-Know

principle: it may bear an OFFICIAL-SENSITIVE (OS) security marking; or be so identified by specific handling instructions or Security Conditions. Projects involving information/material (classified above the Official Tier) under the auspices of List X will be subject to additional controls, approvals and assurance arrangements.

1.4 Security Conditions

a) A Security Aspects Letter (SAL) will be issued for any work carried out on Supplier premises which attracts a security marking of OFFICIAL-SENSITIVE or is classified in one of the higher tiers. The SAL will provide a definition of the Security Aspects of any contract and may specify Security Conditions as required.

If any work is sub-contracted, those Security Conditions must be flowed down by the Supplier to the Sub-Contractor, and et seq.

Should any work under the Agreement involve access to information marked Secret or above, supplier personnel must hold DV security clearance prior to this work commencing.

No work may be carried out or sub-contracted offshore without the prior approval of AWE.

- b) The following shall also apply:
- 1. Official Secrets Acts
- 2. DEFCON 531
- 3. DEFCON 659

1.5 Onsite Working

The requirement for a SAL under DEFCON 659 is waived if all work on the contract is to be carried out on AWE sites or other HMG premises.

Any Supplier Personnel requiring unescorted access to an AWE Site will be required to undergo national security vetting and should normally have resided continuously in the UK immediately before their application for a security clearance for the periods stated below:

Security Check (SC) - 5 years Developed Vetting (DV) - 10 years

Because of the nature of the work undertaken by AWE Plc, all Supplier Personnel are required to meet special nationality rules. Therefore, to be eligible to work under this contract all personnel shall normally be required to be British Citizens unless otherwise authorised by AWE.

List X Security

It is essential that prospective and current List X suppliers understand the security arrangements that are required to be in place for engagements at this level. AWE's List X Security Guidance, available at Supplier Assurance-AWE, provides an outline of these requirements. Please contact ListX@awe.co.uk for further guidance.

INFORMATION SECURITY

It is essential that our suppliers safeguard the integrity and security of their systems and comply with AWE standards and guidance including application of the security classifications policy. We expect all parts of our supply chain, whether direct suppliers or sub-contractors, to have applied sensible and proportionate cyber security measures. As a minimum we would expect all suppliers to have Cyber Essentials. Suppliers must inform AWE if they become aware of any cyber security incident that affects or has the potential to affect AWE data.

Data should only be shared in accordance with appropriate laws and not outside the EU unless properly secured.

Both AWE and our suppliers have a duty to respect personal information and ensure it is protected, handled responsibly and only used for the purposes for which it is provided. Our suppliers must ensure that all personal information is controlled in accordance with, and their data and information systems comply with, applicable laws and regulations. Information should not be used for any purpose (e.g. advertisement or publicity) other than the business purpose for which it was provided, unless there is prior authorisation from AWE.

Please note that the latest version of 'Cyber Security for the AWE Supply Chain,' policy shall apply to this Agreement. This can be found at: <u>Supplier Assurance – AWE</u>

Please note that the failure to adhere to this policy may result in termination of this Agreement, and may result in your removal of cessation from AWE's Approved Suppliers List, pending further investigation

MODERN SLAVERY

AWE is committed to continuously improving its practices to identify and eliminate any slavery and human trafficking in its supply chain, and to acting ethically and with integrity in all its business relationships.

Our "Supplier Code of Conduct" clearly sets out the standards that we expect from our potential and current suppliers, stating that AWE expect suppliers to have adequate procedures in places to ensure they are not directly or indirectly involved in any form of modern slavery. This is repeated through all AWE contractual templates, which mandates our suppliers and sub-contractors to be compliant with modern slavery legislation. These terms are updated in line with relevant legislation when appropriate and subject to ongoing review to assess the effectiveness of relevant policies and procedures.

We continue to operate with an approved suppliers list which requires all of our suppliers to confirm they are operating to the standards in the "Supplier Code of Conduct," or they have an equivalent code of conduct including provisions to prevent modern slavery that can be provided to AWE for review at the onboarding stage, or at any time in the AWE-supplier relationship. Suppliers can also be subject to AWE audits and on-site visits from multiple subject matter experts, which could identify potential modern slavery activity.

AWE continues to be a member of the Chartered Institute of Procurement & Supply ("CIPS") and in 2019 continued to work towards the Procurement Excellence Standard award, which AWE received in February 2020. That accreditation included a review of Modern Slavery prevention methods within the internal AWE supply chain, and how AWE manage awareness and prevention across our suppliers and sub-contractors. Many of AWE's supply chain professionals have completed their individual CIPS certifications and have received training through CIPS on how to identify potential scenarios that could involve modern slavery.

AWE is also a member of the Supply Chain Sustainability School, which provides modern slavery awareness training, and promotes membership of the School to its suppliers. AWE also has its own internal training for employees on modern slavery, which is a mandatory part of the AWE supply chain induction.

CHILD LABOUR

All actions to avoid child labour shall be implemented by taking the child's best interests into account. AWE requires that all suppliers shall recognise the U.N. Convention on the Rights of the Child, and that the suppliers comply with all relevant national and international laws, regulations and provisions applicable in the country of production.

Suppliers are obliged to take the appropriate measures to ensure that no child labour occurs at suppliers' and their sub-contractors' places of production.

If child labour is found in any place of production AWE will terminate all business with the supplier concerned.

The supplier shall effectively communicate to all its sub-contractors, as well as to its own coworkers, the content of AWE Child Labour Policy and ensure that all measures required are implemented accordingly.

ANTI-BRIBERY AND CORRUPTION

Our suppliers should act ethically and not engage in any form of corrupt practices.

AWE has a zero-tolerance approach to bribery and corruption.

Suppliers must adhere to all applicable anti-bribery and anti-corruption laws and regulations in force in the UK and those countries in which they operate.

Suppliers must not offer, give or accept anything of value that may be viewed as having, or has the effect of improperly influencing business decisions.

We expect our suppliers to be vigilant and be proactive in identifying fraudulent practices and the risk of fraud, in their business. This includes the offer and/or receipt of any bribe or kickback to and/or from any customer, supplier or others. Specifically prohibited are facilitation payments (payments made to expedite or secure performance of routine governmental action like obtaining a visa or customs clearance), even where such activity may not violate local law.

If, as a Supplier, you are ever in doubt about a situation you find yourself in and are concerned about a possible breach of this policy or any other bribery or corruption connected with AWE, you must let us know. You may do so using any of the following channels.

Email: SCM.Relmanagement@awe.co.uk

Call from the UK: 01189 855855

Call internationally: +44 1189 855855

INTERNATIONAL LAWS, TREATIES & REGULATIONS

AWE would like to remind all current and potential suppliers of their continuing obligations to comply with international laws, treaties and regulations.

By supplying, or agreeing to supply, AWE with any goods or services:

- You confirm that you are not prohibited in supplying a UK defence organisation that supports the United Kingdom's nuclear weapons programme, in particular the Continuous At Sea Deterrent;
- you confirm that none of your organisational activity, including any activity via a parent
 company or subsidiary/ies in supporting supply to AWE, is being undertaken in a
 country that may be prohibited from supplying to a UK defence organisation, including
 those countries signed up to the Treaty on the Prohibition of Nuclear Weapons or any
 equivalent treaties; and
- you understand that you are obligated to immediately inform AWE should the above change.

AWE asks that all current and potential suppliers continue to diligently check both local and international legislation to ensure they do not expose their organisation to any legal risk. By supplying, or agreeing to supply, you agree that you have undertaken appropriate due diligence and no risk materialises from the above.