



**TERMS AND
CONDITIONS
FOR
CONSULTING
SERVICES**

Form 00400 (Version December 1, 2022)

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1.0 DEFINITIONS

For purposes of these Terms and Conditions and as used in the Purchase Order, Specification or Agreement incorporating these Terms and Conditions, the following commonly used terms, wherever used with initial capitalization, whether in the singular or the plural, are defined as follows:

- 1.1 “Affiliate” means any entity Controlled by, Controlling, or under common Control with an entity.
- 1.2 “Agreement” means the form of agreement document executed by the Company and the Contractor setting out, among other things, the Parties and the term, and any appendices or exhibits thereto including any Purchase Order or Specification, and these Terms and Conditions. Where no such form of agreement document is entered into, the Agreement shall be the (i) Purchase Order issued to the Contractor by the Company which refers expressly to these Terms and Conditions, or (ii) the Specification entered into between the Parties, which refers expressly to these Terms and Conditions, as applicable. For the avoidance of doubt, a notification by the Company to the Contractor of the award of a contract shall not constitute an Agreement and shall not create any contract between the Company and the Contractor. For the further avoidance of doubt, where a Purchase Order and/or Specification and a formal form of agreement document are issued by the Company, then the formal form of agreement document shall take precedence and no contract shall be formed until that formal form of agreement document has been executed by both Parties.
- 1.3 “Applicable Laws” means all federal, state and local laws, ordinances, rules, regulations, codes, permits, licenses, authorizations, and orders of any governmental body, agency, authority, or court having jurisdiction over the Company or the Contractor or the supply of the Work.
- 1.4 “CIP” means Critical Infrastructure Protection as defined in the contract document that contains the NERC reliability standards.
- 1.5 “Company” means National Grid USA Service Company, Inc. and/or one or more of its Affiliates, successors and assigns identified in the Agreement.
- 1.6 “Contract Administrator” means the Company’s representative(s) designated to direct, inspect and coordinate the performance and delivery of the Services and Deliverables.
- 1.7 “Contract Document” or “Contract Documents” means all documents identified as such in the Agreement, including these Terms and Conditions and any Purchase Orders or Specifications.
- 1.8 “Contract Number” means the SAP numeric associated with the Agreement.
- 1.9 “Contract Price” shall have the meaning set forth in the Agreement, or if not expressly set forth, shall mean the total amount to be paid by the Company to the Contractor under the Agreement.
- 1.10 “Contractor” means the business entity named in the Agreement as the party performing the Work for the Company, and, if authorized by the Company, the Contractor’s successors and assigns.
- 1.11 “Control” (including with correlative meanings, the terms “Controlling,” “Controlled by” and “under common Control with”) means the possession directly or indirectly of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by trust, management agreement, contract or otherwise, provided, however, that beneficial ownership of 50% or more of the voting equity interests of an entity shall be deemed to be Control.

- 1.12 “Critical Asset” means facilities, systems, and equipment which, if destroyed, degraded, or otherwise rendered unavailable, would affect the reliability or operability of the Bulk Electric System (as defined by FERC).
- 1.13 “Critical Cyber Assets” mean Cyber Assets that are essential to the reliable operation of Critical Assets.
- 1.14 “Cyber Assets” means programmable electronic devices and communication networks including hardware, software, and data.
- 1.15 “Day” means a calendar day, except that if an obligation of the Agreement falls due on a Saturday, Sunday or legal holiday in the jurisdiction where the Site is located such obligation shall be due the next regular working day.
- 1.16 “Dollars” and “\$” means United States of America dollars.
- 1.17 “Deliverables” means all documents, work product and other materials that are delivered to the Company hereunder or prepared by or on behalf of the Contractor in the course of performing the Services, including without limitation, any items identified as such in a Statement of Work or any Contract Document.
- 1.18 “Final Acceptance” means that date when the Company issues a certificate to the Contractor certifying that the Services have been fully performed and/or Deliverables completed in accordance with the terms and conditions of the Agreement.
- 1.19 “HUBZone Small Business Concern” means a Small Business Concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
- 1.20 “Indemnified Parties” means the Company, its Affiliates, and their officers, directors, employees, agents, successors and assigns, and any third party that the Company or its Affiliates are required to hold harmless or indemnify by law or pursuant to: (a) a contract or agreement for Work performed or completed under or in connection with this Agreement or (b) any property or access rights obtained in support of the Work performed or completed under or in connection with this Agreement.
- 1.21 “Insured Parties” means the Company, its Affiliates, and their officers, directors, employees, agents, successors and assigns and any third party that the Company or its Affiliates are required to hold harmless or indemnify by law or pursuant to: (a) a contract or agreement for Work and Services performed under or in connection with this Agreement or (b) any property or access rights obtained in support of the operations, Work, and Services performed or completed under or in connection with this Agreement.
- 1.22 “ISNetworld” and “ISN” mean the fee-based third-party services contracted by the Company to receive, store, manage and maintain various records for the Company related to Contractor safety and vendor on-boarding.
- 1.23 “NERC” means the North American Electric Reliability Corporation.
- 1.24 “Partial Performance Payment” means the payment to which the Contractor is entitled for Work actually performed after the Company has provided the Contractor with notice to commence Work and before the Company terminates all or a portion of the Agreement for convenience.
- 1.25 “Party” means either the Company or the Contractor, and any reference to “Parties” shall mean the Company and the Contractor.

- 1.26 “Physical Security Perimeter” means the physical completely enclosed (“six-wall”) border surrounding computer rooms, telecommunications rooms, operations centers, and other locations in which Critical Cyber Assets are housed and for which access is controlled.
- 1.27 “Prohibited Act” means:
- 1.27.1 offering, giving or agreeing to give to the Company, any of its Affiliates, or any persons associated with it or them including its or their officers, employees or agents, any gift or consideration of any kind as an inducement or reward: (i) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of the Agreement or any other contract with the Company or any of its Affiliates; or (ii) for showing or not showing favor or disfavor to any person in relation to the Agreement or any other contract with the Company or any of its Affiliates;
 - 1.27.2 entering into the Agreement or any other contract with the Company, any of its Affiliates, or any persons associated with it or them where a commission has been paid or has been agreed to be paid by the Contractor or on its behalf, or to its knowledge, unless, before the relevant contract is entered into, particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Company;
 - 1.27.3 committing any offense: (i) under the United Kingdom’s Bribery Act 2010 (or engaging in any activity, practice or conduct which would constitute an offense under that act if such activity, practice or conduct had been carried out in the United Kingdom); (ii) under the United Kingdom’s Modern Slavery Act 2015 (or engaging in any activity, practice, or conduct which would constitute an offense under that act if such activity, practice or conduct had been carried out in the United Kingdom); (iii) under legislation creating offenses in respect of fraudulent acts; or (iv) at common law in respect of fraudulent acts in relation to the Agreement or any other contract with the Company or any of its Affiliates;
 - 1.27.4 engaging in any activity, practice or conduct which does not comply with the Company’s anti-bribery, anti-corruption and anti-slavery policies as notified in writing to the Contractor from time to time by or on behalf of the Company;
 - 1.27.5 doing, or omitting to do, any act that will cause or lead the Company or any of its Affiliates to be in breach of the Bribery Act 2010, the Modern Slavery Act 2015, and/or the policies referred to in Section 1.27.4 above; or
 - 1.27.6 defrauding, attempting to defraud or conspiring to defraud the Company or any of its Affiliates.
- 1.28 “Project” means the totality of the Company-defined scope, to be completed within a specified time and cost, and all things associated therewith, of which the Services performed and/or Deliverables completed under the Agreement may be the whole or a part and which may include work performed by the Company or its Affiliates or by other contractors.
- 1.29 “Purchase Order” means the serially numbered document issued by the Company for accounting purposes. Purchase Order numbers should be referenced by the Contractor for invoicing purposes.
- 1.30 “Purchase Order Number” means the number identified as such in the Agreement which may be used for the Company’s internal accounting and document tracking.
- 1.31 “RFP” and “Request for Proposal” mean the documentation, if any, associated with the tender solicitation.

- 1.32 “Service-Disabled Veteran” means a veteran, as defined in 38 U.S.C. § 101(2), with a disability that is service connected, as defined in 38 U.S.C. § 101(16).
- 1.33 “Service-Disabled Veteran-Owned Small Business Concern” means a Small Business Concern not less than 51 percent of which is owned by one or more Service-Disabled Veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more Service-Disabled Veterans; and the management and daily business operations of which are controlled by one or more Service-Disabled Veterans or, in the case of a Service-Disabled Veterans with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- 1.34 “Services” means all the labor and other services provided by the Contractor in performing the Work for the Company in connection with the Agreement, and as may be further described in any Specification or any Contract Documents.
- 1.35 “Site” means the Company’s geographical location or facility where the Services will be performed or Deliverables completed, if any.
- 1.36 “Small Business Concern” means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.
- 1.37 “Small Disadvantaged Business Concern” means a Small Business Concern that represents, as part of its offer, that it has received certification as a Small Disadvantaged Business Concern consistent with 13 CFR § 124, Subpart B; and that no material change in disadvantaged ownership and control has occurred since its certification.
- 1.38 “Specification” means the technical requirements and procedures, including any accompanying appendices, contained in, referenced by, or attached to the Agreement.
- 1.39 “Subcontractor” means any organization, firm or individual, regardless of tier, which the Contractor retains during the term of the Agreement to provide Services and/or complete Deliverables in connection with the Agreement.
- 1.40 “Supplemental Conditions” means those terms and conditions, if included in the Agreement, which add to, modify, or otherwise supplement other Contract Documents and are incorporated by reference as if fully set forth in the Agreement. In the case of a conflict between the Supplemental Conditions and any other Contract Document, the Supplemental Conditions shall prevail.
- 1.41 “Veteran-Owned Small Business Concern” means a Small Business Concern not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. § 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and the management and daily business operations of which are controlled by one or more veterans.
- 1.42 “Women-Owned Small Business Concern” means a Small Business Concern that is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- 1.43 “Work” means all operations, duties, responsibilities, and obligations to be performed by the Contractor as specified, stated, indicated or implied, whether temporary or permanent, by the Agreement including, but not limited to, the provision of Services and the delivery of Deliverables.

2.0 SCOPE OF WORK

- 2.1 The Contractor shall perform all the Work in accordance with the Agreement. The Contractor is, and shall at all times remain, an independent contractor.
- 2.2 The Contractor shall furnish all necessary management, technical, and other personnel of required skill, experience and qualifications necessary for the timely performance of the Services, including completion of any Deliverables, in each case, to the Company's satisfaction, and shall devote adequate resources to meet its obligations under this Agreement.
- 2.3 The Contractor shall appoint one or more individuals who shall be authorized to receive directions for and act on behalf of the Contractor and with whom the Company may consult at all reasonable times, and whose instructions, requests and decisions will be binding upon the Contractor as to all matters pertaining to the Agreement and the performance of the Parties hereunder. The Company will, at such times as may be necessary for the successful and expeditious completion of the Project, appoint an individual who will be authorized to act on behalf of the Company with whom the Contractor may consult at reasonable times. Changes in the Purchase Order or Specification scope or price shall be authorized only through the issuance of a change order in accordance with Section 14.0 of these Terms and Conditions.
- 2.4 The Contractor shall provide the Company with costs and budget data in a form acceptable to the Company, including projections of costs, estimates applicable to proposed changes in Project scope that necessitate a change in the Services or Deliverables and other cost items associated with the Services or Deliverables, and shall also provide the Company with prompt notification of anticipated schedule or cost impacts on the Project.
- 2.5 The Contractor shall provide the Company with all reports, analyses, and/or other documents as directed by the Company at intervals and periods agreed upon in sufficient detail to allow the Company to evaluate the progress of the Services or completion of Deliverables or make assessments of any other element of the Services or Deliverables.

3.0 CONTRACTOR PERSONNEL

- 3.1 The Contractor shall, and shall require its Subcontractors to, comply with the Company's background check requirements as defined in the Company's policies and procedures set forth in this Agreement and as may be amended, modified, or otherwise supplemented from time to time.
- 3.2 In the event of the Contractor's non-compliance with any or all of the Company's background-check requirements, the Company may terminate this Agreement for convenience pursuant to Section 17.2 except that, notwithstanding anything to the contrary herein, in no event shall the Company or its Affiliates be liable for any termination cost/charges to the Contractor beyond compensation for Services performed or Deliverables completed up to such date that this Agreement is terminated in accordance with this Section 3.2.
- 3.3 The Contractor shall be wholly and solely responsible for all acts of its personnel while engaged in the Services and completion of Deliverables. Any illegal acts, including but not limited to terrorism affecting property and/or personnel of the Company or its Affiliates, the Contractor or third parties shall be considered grounds for finding the Contractor in default and terminating the Agreement for cause in accordance with Section 17.1, in addition to all other rights and remedies available to the Company and its Affiliates under law.
- 3.4 In the event that the Company believes, in its sole judgment, that any of the Contractor's personnel are not in compliance with this Agreement, any applicable policies or procedures of the Company, or Applicable Laws, the Company shall so notify the Contractor, whereupon the Contractor shall promptly investigate and

take appropriate corrective action including, where requested by the Company, removal of such personnel and replacement with personnel acceptable to the Company. Whenever required by Applicable Laws, the Contractor shall employ only licensed and properly trained personnel in the performance of the Services.

- 3.5 The Contractor, its Subcontractors, and any of its personnel shall be independent contractors with respect to the Project. None of the Contractor, its Subcontractors, the employees of either, or any of their personnel shall be deemed to be the servants, agents, or employees of the Company.

4.0 RESPONSIBILITY FOR PROFESSIONAL SERVICES

- 4.1 The Contractor shall perform the Work (a) in a professional and workmanlike manner, (b) in accordance with the terms of this Agreement or any Supplemental Conditions thereto, and (c) in compliance with Applicable Laws. The Services shall be performed by qualified, competent, and experienced personnel of Contractor with the highest standards of care, skill, and diligence, and consistent with recognized and sound professional practices and procedures.

- 4.2 The Contractor shall ensure that all Services and Deliverables meet or exceed the level of quality specified in this Agreement or any Purchase Order, Specification, or Supplemental Conditions, or if not specified, are of the best quality appropriate for the intended purpose. Upon the Company's request the Contractor shall demonstrate to the Company that the Services are in compliance with the requirements of Section 4.1 above or this Section 4.2. The Contractor shall make records available for the Company's verification of Contractor's compliance with the foregoing. Contractor guarantees that any Services and Deliverables will be as required by the Purchase Order, Specification, or this Agreement, as applicable and will be accurate, correct and fit to serve its intended function as states in the Purchase Order, Specification or other Contract Documents, or as may be reasonably implied elsewhere in this Agreement.

- 4.3 In the event the Contractor fails to meet the requirements set forth in Section 4.1 or 4.2, the Contractor, at the Company's option, shall:

4.3.1 correctly re-perform, at Contractor's sole cost and expense, the Work that failed to meet such degree of skill and care; or

4.3.2 assume the cost of repairing, replacing or correcting defective or damaged equipment, materials or structures purchased or built in reliance upon designs, plans, drawings or specifications which fail to meet such degree of skill and care or perform its/their intended function.

5.0 TIME OF PERFORMANCE

- 5.1 The Contractor shall perform the Services and complete any Deliverables in accordance with the schedule agreed to by the Parties. Once commenced, the Work shall be performed continuously to completion unless otherwise agreed to by the Company. The Contractor shall notify the Company orally and then in writing of any anticipated delays; however, such notification shall not relieve the Contractor of any of its obligations or affect any of the Company's available remedies.

- 5.2 No request for extension of time for completion of the Work, or any other change to an approved schedule, shall be granted to the Contractor unless in a writing signed by the Company, and except as provided in Sections 14.0 and 18.1.

- 5.3 Notwithstanding the foregoing, if the Contractor incurs delays and believes that changes in the Project or changed conditions beyond the Contractor's control are the cause of the delay, the Contractor shall provide, in the manner set forth in Section 14.3, prompt written notice to the Company of the changes or changed conditions that it believes justify excusing the Contractor from meeting the schedule. If the Company agrees

with the Contractor, the Company will, in accordance with Section 14.3, approve an extension of time for completion of the Work. Such extensions of time, however, shall not include any additional payment for extended overhead.

- 5.4 If the Contractor is delayed by any act or omission by the Company, or by interference by a public authority, or strikes or injunctions, none of which are caused, instituted, or provoked by the Contractor or by any Subcontractor, agent, or representative of the Contractor, and if the Contractor cannot with reasonable diligence, due to such act or omission, interference, strike or injunction, make up for such delay or delays, then the specified date or dates for completion of the Work, or the portion or portions thereof so delayed, will be extended by the Company by the amount of time for such delay as determined by the Contract Administrator. Notwithstanding the foregoing, no periods of such delay will be deemed to begin until written notice thereof has been given by the Contractor to the Company. If the Contractor cannot make up for such delay by applying reasonable diligence and speed, then the Contractor may receive compensation for such delay, if appropriate. The Contract Administrator shall determine the time period covered by the delay and the amount of compensation payable to the Contractor.

6.0 PERMITS AND LICENSES

- 6.1 Permits and licenses of a temporary nature necessary for the performance of the Services or completion of any Deliverables shall be secured and paid for by the Contractor. Unless otherwise specified, permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Company. In either case the Contractor shall be responsible for performing the Services and completing any Deliverables in accordance with the provisions of all applicable permits and licenses.
- 6.2 The Contractor shall maintain all permits and licenses required and necessary to complete the Work so that it complies with all Applicable Laws including, but not limited to, all Federal, state, and local governmental agencies having jurisdiction over the Company and its Affiliates, the Contractor, the Subcontractors, or the Project, whether the same are in force at the execution of this Agreement or may in the future be passed, enacted or directed.
- 6.3 The Contractor shall not enter negotiations with any governmental authority or agency for acceptance of variations from or revisions to safety or health, or air, water or noise pollution laws or regulations relating to the Agreement or to the performance thereof, without the Company's prior written consent.

7.0 SHIPMENT

- 7.1 The Contractor shall bear all costs of transportation and shipment unless otherwise expressly provided in the Agreement.

8.0 WARRANTY/REMEDY

- 8.1 The Contractor warrants that it is aware of the purpose for which the Services and any Deliverables are being used and that the Services and Deliverables shall be suitable for such purpose and for the Company's intended use. In addition to all other warranties, express or implied in fact or law, the Contractor warrants: (1) all Services and Deliverables shall conform to all requirements of this Agreement, including, without limitation, Section 4.0 hereof, any Specification or Purchase Order issued hereunder, any Supplemental Conditions or change orders, if any; (2) if not otherwise specified, all Services and Deliverables shall be consistent with the intended use by the Company; (3) all Services and Deliverables shall be performed or produced as the case may be, by qualified, competent, and experienced personnel, and in accordance with the highest standards of care, skill, and diligence, and consistent with recognized and sound professional practices and procedures; (4) that all Services and Deliverables shall be free from defects in design, workmanship, and materials of any kind (as applicable), for a period of twelve (12) months from the date placed in service or twenty-four (24) months from the date of receipt, whichever is later; (5) no Service or Deliverable shall infringe or violate the

intellectual property rights of any third party, or violate any agreement or confidentiality obligation by which the Contractor may be bound; and (6) if any equipment is installed by Contractor in connection with the Services, all such equipment is installed to meet current OSHA regulations. Items of materials, equipment or otherwise shall not be substituted for those specified, nor shall “or equal” items be furnished pursuant to the Agreement without the Company’s prior written approval. The Company’s decision on item equality shall be final and binding.

- 8.2 If the Services and any Deliverables provided by the Contractor or its Subcontractors fail to conform to the warranties set forth above, in addition to all other remedies available at law or equity, the Contractor shall, at its sole expense and at the Company’s option, promptly: (1) re-perform or re-complete the nonconforming Services or Deliverables; (2) refund the amount of money paid by the Company for such nonconforming Services or Deliverables; or (3) reimburse the Company for the cost of replacing, repairing, curing, or re-performing or re-completing the nonconforming Services or Deliverables or, having the nonconforming Services or Deliverable re-performed, re-completed, cured, repaired, or replaced by a third party. If any warranty work is provided, the Contractor’s warranties shall recommence upon the Company’s acceptance of such repaired, re-performed, re-completed, cured, or replaced Services or Deliverables and shall be in effect for the duration of the warranty period or for twenty-four (24) months after completion of the warranty work, whichever is later. The terms of this section shall survive termination of the Agreement and shall survive delivery, inspection, tests, acceptance, and use of the Work.
- 8.3 In addition to all remedies permitted by law, the Company reserves the right to reject and return to the Contractor for full credit and at the Contractor’s expense, all Services and Deliverables that do not conform to the Company’s specifications or requirements. Further, the Company may, at its option, and without limiting its other rights, cancel all or any unfilled part of the Agreement if conforming performance of the Services or completion of Deliverables are not made within the time specified. The Company reserves the right to charge the Contractor, and the Contractor shall be liable for any loss or expense incurred as the result of the Contractor’s failure to make timely performance of the Services or timely complete the Deliverables. The acceptance of any late performance of the Services or late or partial completion of the Deliverables shall not constitute waiver to reject subsequent performance not made as originally scheduled.
- 8.4 The Contractor shall obtain from each Subcontractor, and extend to the Company for its benefit, warranties for all Services performed or supplied by such Subcontractor, or Deliverables completed by such Subcontractor, substantially identical to the warranties the Contractor is required to provide hereunder. Any such warranties shall be in addition to and shall not be limited by or themselves limit, the warranties of the Contractor otherwise provided in the Agreement. The Contractor shall deliver to the Company copies of any Subcontractor’s warranties.

9.0 PRICE/PAYMENT

- 9.1 The Company will compensate the Contractor for Services and Deliverables provided based on prices stated in the Agreement.
- 9.2 Standard payment terms are “2% 10, Net 60.” The Company shall pay all invoices not more than 60 Days after receipt by Company’s Accounts Payable Department of a proper invoice and any required supporting documentation, subject to the Company’s right to contest, in good faith, all or any part of the charges set forth therein. Payment shall not relieve the Contractor from any responsibilities or obligations under the Agreement, nor shall the Company’s payment constitute acceptance or a waiver of any claim arising hereunder. No payment made hereunder, except for the final payment, shall be considered as acceptance of any Work. All payments shall be subject to correction or adjustment in subsequent payments.
- 9.3 Company reserves the right to utilize a variety of payment channels, including but not limited to Virtual Card, ACH, Ghost Cards and P-Cards. Contractor agrees that it will not impose a surcharge on Company’s payment. In the performance of this Agreement during which Contractor will accept, store, use, process, transmit or have access to payment account, cardholder or transaction data belonging to Company, Contractor shall (a) comply with the Payment Card Industry Data Security Standard (“PCI-DSS”), as set forth at

<https://www.pcisecuritystandards.org/> and as may be updated from time to time by the Payment Card Industry Security Standards Council, and (b) upon request by Company not more than once annually, provide Company an Attestation of Compliance (AOC), certifying Contractor's compliance with PCI-DSS for purposes of the Agreement.

- 9.4 Contractor shall submit invoice(s) in accordance with the Agreement. Each invoice shall reference the Company's Purchase Order Number. Such invoice(s) shall include cost breakdowns and schedule of performance of Services as specified by the Company. In addition to the specific requirements for each payment, the Contractor's submittal of an invoice shall represent a certification by the Contractor that it has complied with all relevant terms of the Agreement, including, without limitation: a) the quality assurance requirements set forth in Section 11.0; b) all scheduling requirements set forth in Section 5.0; c) the safety requirements set forth in Section 16.0; and d) all environmental requirements set forth in Section 35.0. Any changes in the Purchase Order or Specification price, either to adjust for changes in the estimated costs or for other cost elements applicable to the Project, shall be incorporated into the Purchase Order or Specification in accordance with Section 14.0.
- 9.5 The Company shall, without waiver or limitation of any rights or remedies, be entitled from time to time to deduct from any amounts due or owing the Contractor under the Agreement any and all amounts owed by the Contractor to the Company or a Company Affiliate, whether or not in connection with the Agreement.
- 9.6 Unless otherwise specified in the Agreement, the Contractor shall submit all invoices for executed Services and delivered Goods at the start of each month for any such Work carried out during the preceding month. If Contractor fails to invoice Company for any amount within six (6) months of the later of (i) the month in which the Work in question is rendered or the expense incurred, or (ii) the date the Contractor has the right to issue an invoice to Company for payment, the Contractor shall be deemed to have waived any right it may otherwise have to invoice for and collect such amount.
- 9.7 The Company will not compensate the Contractor for amounts in excess of the Purchase Order or Specification price.
- 9.8 For Purchase Orders or Specifications based on professional hourly rates, the Contractor shall submit, on a monthly basis, its invoice applicable to reimbursable costs, in accordance with the Purchase Order or Specification, for Services satisfactorily performed or Deliverables completed during the previous month. As applicable to the particular Purchase Order or Specification, each invoice shall, at a minimum, provide the following:
- 9.8.1 **GENERAL.** The Contractor's invoice number, date of invoice, period covered by the invoice, and period and cumulative cost summaries.
- 9.8.2 **DIRECT LABOR.** The appropriate individual's name, payroll number, job classification and applicable rate being invoiced. Rates and job classification/titles shall be consistent with the rate schedule in the Purchase Order or Specification. The extension of all approved labor hours, by individual, times the hourly rate and the period total.
- 9.8.3 **TRAVEL/BUSINESS EXPENSE.** All invoiced costs shall be reasonable, itemized and supported with copies of all vouchers, records of advances, charge receipts, air-bills, rental receipts, and any other information required to validate the charges to the Company's satisfaction. Travel charges should specifically note the time and reason for the travel/expense, as well as the individual incurring such expenses.
- 9.8.4 **OTHER DIRECTS.** As provided for in the Purchase Order or Specification, reimbursable cost elements may include materials, subcontracts and other costs as may be allowed. These charges shall be supported by internal log sheets, approved vendor invoices and/or accounting summaries as required to verify all charges.

- 9.9 Fixed price agreements, or agreements on which fixed amounts of compensation are due based on milestone achievements or deliverables (“Milestones”) under the terms of this Agreement, shall be invoiced by the Contractor upon completion of such Milestones satisfactory to the Company.
- 9.10 Upon completion of the Contractor’s Services to the Company’s satisfaction pursuant to Section 12.0, the Contractor shall submit its final invoice marked “Final Invoice” for all Services performed or Deliverables Completed. The final invoice, in addition to billing for any and all final period costs, shall summarize all previous invoices and payments made for the Project and indicate the total final Purchase Order or Specification amount. The Company will pay the Contractor for all final approved costs not in excess of the total Purchase Order or Specification price.

10.0 TAXES

- 10.1 The Contract Price shall include sales, use and similar taxes, unless otherwise provided for in the Agreement. The Company shall not be responsible for any Federal, state, and/or local, personal property, license, privilege, or other like taxes, which may now or hereafter be applicable to the transactions under the Agreement.
- 10.2 The Contractor shall pay or cause to be paid all taxes and employer contributions imposed by present and future Federal, state, and local laws with respect to compensation of employees of the Contractor and all interest and penalties payable under such laws as a result of noncompliance therewith, and the Contractor shall indemnify and hold harmless the Indemnified Parties from and against any and all claims, liabilities and expenses with respect to the foregoing.
- 10.3 The Company self-assesses sales taxes. For taxable materials and/or services delivered within each state in which the Work is performed, if any, the Contractor shall not include sales tax as per direct payment permit. For the application of sales tax when rendering an invoice, the Contractor shall obtain a permit and adhere to the policies set forth on the following web page: <https://www.nationalgridus.com/Business-Partners/Suppliers-and-Vendors/Additional-Documents-and-Forms>

11.0 INSPECTION AND QUALITY ASSURANCE

- 11.1 The Contractor shall inspect all Services and Deliverables and make or cause to be made all tests required by the Agreement.
- 11.2 All Services and Deliverables will be subject to the Contract Administrator’s inspection, direction, and approval. The Contractor agrees to furnish all the information pertaining to the Services and Deliverables as the Contract Administrator may require.
- 11.3 The Company shall have the right to inspect any Services and Deliverables covered by the Agreement, and any processes used to perform the work, at no cost to the Company, and the right to inspect and/or audit any of the Contractor’s or its Subcontractors’ inspection records and associated costs pertaining to the Agreement. Such audits may be performed by either or both the Company’s employees or professional auditing firms chosen by the Company. In the event the Services and Deliverables or associated costs are found to be deficient or not in accordance with the Agreement, the Company shall be entitled to seek reimbursement for such audit costs.
- 11.4 The Company shall advise the Contractor of errors, or variations from the requirements of the Agreement, and of defects in the Services or Deliverables, but it is expressly agreed that any omission on the Company’s part to advise the Contractor of any such errors, variations, or defects or to provide any instructions or explanations shall not give the Contractor any right or claim against the Company, and shall not in any way relieve the Contractor from its obligation to provide the Services and Deliverables in accordance with the Agreement.

- 11.5 At any time during the term of the Agreement, the Company or its designated representative shall be entitled to: (1) conduct and/or witness any test required by the Agreement; (2) otherwise inspect, witness and/or test the Services and Deliverables; (3) review the Contractor's and Subcontractor's procedures and documents pertaining to inspection, testing or witnessing of tests; and (4) review the Contractor's and Subcontractor's documents pertaining to the Services and Deliverables. For such purposes the Company and its representatives shall be provided access to the Contractor's or Subcontractors' facilities or Work, when and in such manner as the Company may require. In the event the Contractor employs Subcontractors for any part of the Services and Deliverables, the Contractor shall require Subcontractors to comply with the provisions of this Section 11.5.
- 11.6 The Contractor shall provide and maintain an examination, inspection and testing system acceptable to the Company as required by the Agreement. The Contractor shall submit to the Company the results of all such examinations, tests and inspections and shall maintain records of the same and make them available to the Company.
- 11.7 In addition to any notice requirements otherwise set forth in the Agreement, the Contractor shall give the Company (a) five (5) Days prior written notice of any tests and inspections required by the Agreement, the Company or its representatives' instructions, laws, regulations or ordinances to be witnessed or approved by the Company, (b) timely notice of all other tests and inspections, and (c) forty-eight (48) hours additional notice prior to actual performance of any test or inspection. Inspections by the Company shall be made promptly, and where practicable at the source of supply.
- 11.8 All testing and inspections required under the Agreement shall be performed in accordance with the Agreement. The Contract Administrator shall have authority to reject all Work and materials which do not conform to the Agreement and respond to questions which arise in the execution of the Services and Deliverables.
- 11.9 Neither the Company's nor its representative's inspection or testing, or witnessing of tests or inspections of the Services and Deliverables nor its failure to perform, require or approve tests or inspections shall (1) affect the warranties and guarantees of the Contractor, (2) relieve the Contractor from any responsibility or liability with respect to workmanship, materials or equipment, (3) constitute an acceptance of the Work by the Company or an agreement by the Company that the Work meet specified requirements, (4) impair the Company's right to reject nonconforming or defective Work, (5) constitute a waiver by the Company of any rights under the Agreement, or (6) relieve the Contractor of any of its obligations under the Agreement, notwithstanding the Company's opportunity to inspect the Work, the Company's knowledge of the nonconformance or defect, or the Company's failure to earlier reject the Work.
- 11.10 The Company shall have the right to inspect all materials, supplies, and equipment that are to be incorporated in the Project and make or cause to be made all tests required by the Agreement. The making of such inspections and tests by the Company shall not relieve the Contractor of its responsibility for inspection and testing.
- 11.11 If the Company determines that any Services or Deliverables have not satisfactorily passed any test or inspection or do not meet the requirements of the Agreement or that the Contractor has not conducted or has improperly conducted any required test or inspection, the Company shall have the right, in addition to any other rights set forth in the Agreement, to (1) reject the Work and (2) stop the Services and Deliverables in accordance with Section 17.1.

12.0 FINAL INSPECTION/ACCEPTANCE/PAYMENT

- 12.1 Upon receipt of written notice from the Contractor that the Services and Deliverables are completed and ready for final inspection and acceptance, the Company shall inspect the Services and Deliverables and determine these have been fully performed or completed in accordance with the terms and conditions of the Agreement.

- 12.2 If the Company determines the Work is not complete, its written notice of rejection shall include a list of items that the Contractor shall finish in order for the Services or Deliverables to be complete under the terms and conditions of the Agreement. The Contractor shall within two (2) Days of such notice provide for the Company's review and approval a schedule detailing when all defects will be corrected and/or the Work completed. Upon approval by the Company, the Contractor shall remedy such defective and incomplete portions of the Work. The steps in Sections 12.1 and this Section 12.2 shall be repeated until the Company accepts the Services and Deliverables as complete and so notifies the Contractor of their acceptance.
- 12.3 Upon Final Acceptance, final payment will be made.
- 12.4 Acceptance of the final payment shall constitute a waiver of all claims by the Contractor.
- 12.5 Final payment shall not relieve the Contractor of any warranty, guarantee or other continuing obligations under the Agreement.

13.0 WITHHOLDING PAYMENT

- 13.1 The Company may withhold payment, in whole or in part, to the extent and for the time reasonably necessary, in the Company's sole judgment and discretion, to protect the Company from loss caused by, but not limited to:
- 13.1.1 Defective Work not remedied;
 - 13.1.2 Claims filed or reasonable evidence indicating probable filing of claims against the Company or by the Company or other parties against the Contractor;
 - 13.1.3 Failure of the Contractor or Subcontractors (of any tier) to make payments properly to Subcontractors (of any tier) or for material or labor or for any taxes due;
 - 13.1.4 Damage to another contractor;
 - 13.1.5 Incomplete documentation;
 - 13.1.6 Inadequate insurance coverage;
 - 13.1.7 Disputed Work;
 - 13.1.8 Environmental damage caused by or exacerbated by Contractor or any Subcontractor;
 - 13.1.9 Damage to utilities caused by Contractor or any Subcontractor;
 - 13.1.10 Damage to public or private property caused by Contractor or any Subcontractor; and
 - 13.1.11 Liquidated damages assessed to the Contractor.
- 13.2 When the above grounds are removed or the Contractor provides a surety bond satisfactory to the Company which protects the Company in the amount withheld, payment shall be made within thirty (30) Days thereafter to the Contractor for the amount withheld.

14.0 CHANGES TO WORK SCOPE/AGREEMENT CHANGES

- 14.1 No additions to, deletions from, or alterations in the Services and Deliverables and no amendment or repeal of, and no substitution for any terms, conditions, provisions or requirements of the Agreement shall be made unless first authorized in writing by the Company. No oral changes in the Agreement shall be recognized by the Company unless in accordance with Section 23.2.
- 14.2 The Company may at any time make additions to or deletions from or changes in the Project and/or Services and Deliverables, including changes to the schedule. If a Company-directed change will add to or deduct from the Contractor's cost of the Services and Deliverables or affect the schedule, the Contractor shall notify the Company in writing within five (5) Days of receipt of such Company-directed change and provide a written estimate of such cost and/or schedule modifications and, if the Company approves, the Agreement will be adjusted accordingly. Any claim for an extension in the schedule caused thereby shall be adjusted at the time of directing such change and the value of any such change shall be determined as provided in Section 14.5.
- 14.3 If the Contractor desires a change in the Work necessary to complete the such Work or believes that any order, instruction, request, clarification or interpretation of the Company, or its representatives or compliance with any laws, orders or regulations, constitutes a substantial change in the Work, the Contractor shall submit, to the Company, prior to performance of any such Work, and within five (5) Days of receipt or discovery thereof, a written claim specifying the nature of the change, any increase or decrease in the cost of performing the Work, and any resulting change in the schedule. Within thirty (30) Days of receipt of such notice, the Company shall determine whether the claim constitutes a change in the Work and if so to what extent the Agreement should be modified. The Company shall then notify the Contractor, in writing, of its decision. Any change in the schedule shall be specified in the Company's notice and any change in price as determined under the Agreement shall be determined in accordance with Section 14.5.
- 14.4 The Company may require the Contractor to proceed with Work that is the subject of a proposed or claimed change in the Work prior to the Company's consent to any change in the price or schedule, in which event the Company shall so notify the Contractor in writing, and the Contractor shall then proceed with the Work, and keep an accurate account of such, and the Contractor and the Company shall then negotiate in good faith with respect to such change.
- 14.5 If the Company authorizes a change in the Work as set forth in this Section 14.0 which adds to or decreases the cost of the Work, the Contractor shall proceed with the Work as changed, and the Company shall, in its sole discretion, adjust the price by (a) a mutually agreed upon lump sum or rate price, (b) a rate price as set forth in the Agreement or, (c) in accordance with the following:
- 14.5.1 Reimbursement for all Subcontractors, subject to the Company's prior authorization to subcontract in each specific instance of change, based on costs actually and reasonably incurred in performing changes. Applicable Subcontractor costs shall be subject to the same terms and conditions set forth in Section 14.5, unless otherwise agreed to by the Company; and
- 14.5.2 Reimbursement for the actual verifiable net (no mark-ups) cost of materials directly purchased in support of the extra Work as authorized by the Company.
- 14.6 If the Company authorizes a change in the Work which decreases the amount and cost of the Services and Deliverables, such decrease shall not constitute basis for a claim by the Contractor for any loss or damages including anticipated profit.
- 14.7 The Company shall not accept any changes submitted by the Contractor pursuant to this Section 14.0 after final payment.

- 14.8 All additional Work shall be performed in accordance with the terms and conditions of the Agreement insofar as they are applicable thereto.

15.0 SURVIVAL

- 15.1 In addition to those provisions hereunder that specifically state that they survive the termination or expiration of the Agreement, all provisions related to warranty, indemnification, confidentiality and proprietary rights shall expressly survive termination or expiration of the Agreement.

16.0 SAFETY

- 16.1 The Contractor shall be solely responsible and assume all liability for the safety and supervision of its employees and other persons engaged in the Work or on the Site. The Contractor shall establish and effectively and continuously implement a safety program that includes both occupational and process safety as applicable. The Contractor shall, and shall require its Subcontractors and their employees to comply with all applicable Federal, state and local safety directives, requirements, rules, regulations, laws and ordinances, whether the same are in force upon the execution of the Agreement or may in the future be passed, enacted or directed, including without limitation, compliance with the safety regulations and standards adopted under the Occupational Safety and Health Act of 1970 (OSHA), as amended from time to time.
- 16.2 The Contractor shall, and shall require its Subcontractors and their employees to comply with the Company's applicable Safety and Process Safety Requirements and all established Project safety rules as they may be amended from time to time and to take all necessary safety and other precautions to protect property and persons from damage or injury arising out of performance on the Project, whether the same are in force at the execution of this Agreement or may in the future be passed, enacted or directed.

17.0 TERM/TERMINATION

- 17.1 Termination for Cause.
- 17.1.1 If, during the term of the Agreement, the Company notifies the Contractor that any part of the Work is defective or deficient or not in accordance with any provision of the Agreement, regardless of the stage of its completion or the time or place of discovery of such errors and regardless of whether the Company has previously accepted it, the Company may order the Contractor to stop performing the Work until such defect or default has been corrected at the Contractor's sole expense. If the Contractor does not correct the default or defect within ten (10) Days of notice, the Company may suspend its performance until such defect or default is corrected, and/or removed and replaced at the Contractor's expense.
- 17.1.2 The Contractor shall, at its sole expense, promptly replace and re-execute the defective or deficient Work in accordance with the Agreement.
- 17.1.3 If the Company corrects Work or has Work corrected that have been damaged or that were not performed in accordance with the Agreement, the Company may deduct the cost from the price as determined under the Agreement, or invoice the Contractor for such costs, at its sole option. If the Company elects to invoice the Contractor, the Contractor shall remit to the Company such invoiced amount within thirty (30) Days of the date of the invoice.
- 17.1.4 The Contractor shall not be entitled to an extension of time by reason of the Work being found defective, deficient or in any way not in accordance with the requirements of the Agreement.

- 17.1.5 Notwithstanding any other provision of the Agreement, if the Contractor: (1) fails to perform the Services or complete Deliverables with diligence or has fallen behind the schedule and if in the opinion of the Company, fails to take all necessary steps to remedy the Contractor's failure to comply with the terms of the schedule; (2) fails to make prompt payment when due to Subcontractors; (3) fails to comply with any of the terms or conditions of the Agreement; (4) sells or transfers all or substantially all of its assets without the Company's prior written consent; (5) enters into any voluntary or involuntary bankruptcy proceeding or receivership; (6) makes a general assignment for the benefit of its creditors; (7) experiences a labor dispute which threatens adversely to affect the progress or cost of the Project hereunder or the Company's operation; (8) abandons the Work; (9) loses control of the Work from any cause; (10) refuses or neglects to provide sufficient and properly skilled or other labor or sufficient materials of proper quality; or (11) directly or indirectly causes a disruption of the Project, or should its presence result in a disruption of the Project or the Company's operation, then the Company shall have the right, without prejudice to any other right or remedy to terminate the Agreement, in whole or part. Such termination shall be effective upon written notice to the Contractor setting forth (a) the date of the termination and (b) that the Contractor shall immediately discontinue the Work to the extent specified in such notice. The Company may exercise its right of partial termination under the Agreement any number of times.
- 17.1.6 In the event the Company terminates all or any part of the Agreement for cause, the Company may finish the Work or have the Work finished by a third party by whatever method it may deem expedient. The Company shall not be required to obtain the lowest price for completion of the Work, but may make such reasonable expenditures as may best accomplish such completion; and the Contractor shall not be entitled to receive any further payment until the Work are finished. If the unpaid balance of the Contract Price as determined under the Agreement exceeds the expense of finishing the Work, including compensation for additional managerial and administrative services and all other costs and expenses actually incurred by the Company as a direct result of the breach and termination, the Contractor hereby waives such excess. If such expenses exceed the unpaid balance, the Contractor shall pay the difference to the Company within thirty (30) Days of the Company's notice thereof to the Contractor.
- 17.1.7 If all or any part of the Agreement is terminated for cause, the Company shall be entitled, at its option, to (a) retain any Work previously delivered to the Project or paid for by the Company, (b) require delivery of any Work and/or documents, regardless of their stage of completion which are in the Contractor's possession or control, (c) require the Contractor to assign to the Company all or any of the Contractor's rights with respect to orders or subcontracts which relate to the Project, (d) reject all or any of the Work, regardless of whether it has been delivered for the Project, (e) require the Contractor to cooperate with a new contractor for the period of time necessary to familiarize the new contractor with the Project, (f) have another contractor complete the Agreement at the Contractor's expense, and (g) require completion according to the terms of the Agreement of any Work which have not been terminated. Contractor shall be required to refund to the Company any payments theretofore made for rejected Work. The Company shall be entitled to withhold from any payment otherwise due to the Contractor an amount sufficient to protect the Company from any outstanding or anticipated liens or claims in connection with Work which have not been rejected or anticipated costs to complete the Work in excess of the remaining Contract Price. The Company shall not be liable for any loss or damage (including, but not limited to, special, indirect, incidental, or consequential damages or anticipated profits) incurred by reason of termination for cause of the Agreement.
- 17.1.8 No amount shall be paid or payable by the Company for the Contractor's termination costs including, but not limited to, demobilization costs, costs associated with the transfer or termination of personnel, or loss of anticipated profit.
- 17.1.9 All warranties and guarantees, including without limitation those set forth in Section 8.0, shall survive termination of the Agreement to the extent that they relate to Work which have not been rejected or terminated, and any other provisions of the Agreement which survive the date of termination shall continue to be binding upon the Contractor.

17.1.10 In the event that a termination by the Company of all or part of the Agreement for cause, under Section 17.1 is determined to have been made without cause, such termination shall thereafter be treated as termination for convenience under Section 17.2.

17.2 Termination for Convenience.

17.2.1 Notwithstanding any other provision of the Agreement, the Company may, at its sole discretion, at any time, for any reason, by notice to the Contractor, terminate the Agreement in whole or in part without cause, and such termination shall not constitute a breach of contract. Such termination shall be effective upon the date set forth in the written notice and the Contractor, unless otherwise directed by the Company, shall immediately:

- (a) Stop the Work hereunder on the date and to the extent specified in such notice;
- (b) Place no further orders or subcontracts for any part of the Project other than for Work which have not been terminated;
- (c) Terminate, as directed by the Company, all orders and subcontracts to the extent that they relate to Work which have been terminated;
- (d) Settle, with the approval or ratification of the Company, to the extent the Company may require, all outstanding liabilities and claims arising out of the Contractor's termination of orders and subcontracts pursuant to Section 17.2;
- (e) Assign to the Company, as required by the Company, any and all of the Contractor's rights with respect to orders or subcontracts which relate to terminated Work;
- (f) Deliver to the Company, as required by the Company, any or all Work or documents, technical data or other information and materials regardless of their stage of completion, which are in the Contractor's possession or control;
- (g) Use its best efforts to sell, transfer or otherwise dispose, for the Company's credit, in the manner, at the times, to the extent and at the prices directed or authorized by the Company, any or all of the Work, provided that the Contractor (a) shall not be required to extend credit to any buyer, and (b) may acquire any such Work upon the same terms as it would be entitled to sell or transfer such Work to a third party;
- (h) Work with a new contractor for the period of time necessary to familiarize the new contractor with the Project;
- (i) Complete any Work which have not been terminated pursuant to such notice; and
- (j) Take whatever action may be necessary to preserve and protect the Work and to mitigate the Contractor's damages in connection with the partial or complete termination of the Agreement.

17.2.2 In no event shall the total of the Partial Performance Payment and/or termination costs (as provided in Section 17.2.6) exceed the price as determined under the Agreement.

17.2.3 The Contractor's claim for Partial Performance Payment and/or termination costs shall be contingent upon the Contractor's good faith diligent compliance with the provisions of Section 17.2,

to the Company's satisfaction which will not be unreasonably withheld, and shall be submitted to the Company within three months of the effective date of termination for convenience. If such claim is not submitted within three months, the Contractor waives any right to the claim for Partial Performance Payment and/or termination costs.

- 17.2.4 All warranties and guarantees set forth in Section 8.0 shall survive termination of the Agreement to the extent that they relate to Work which have not been rejected or terminated, and any other provisions of the Agreement which survive the date of termination shall continue to be binding upon the Contractor.
- 17.2.5 A termination for convenience shall not entitle the Contractor to damage remedies that would normally arise as a result of breach of contract, whether such damage remedies are categorized as direct, special, indirect, incidental or consequential damages. Rather, the Contractor's rights are exclusively limited to Partial Performance Payment and/or termination costs.
- 17.2.6 In the case of termination for convenience of the Agreement, the Contractor's termination costs shall be limited to: (1) reasonable documented direct costs that are directly associated with termination responsibilities identified in Section 17.2; and (2) reasonable demobilization costs incurred within thirty (30) days of the date of termination. In no event shall the Contractor be entitled to recover lost profits, nor to recover any costs and expenses associated with the inability of the Contractor to find Work for idle employees and equipment that have been rendered idle as a result of termination of the Agreement.
- 17.3 In the case of termination of the Agreement, the Contractor, if notified to do so by the Company and to the extent related to the Work, shall promptly, but in any event no more than seven (7) Days from the Company's request, remove any part or all of its equipment, material, and supplies, if any, from the Site, failing which the Company shall have the right to remove such equipment and supplies at the expense of the Contractor.
- 17.4 The Agreement shall become effective when executed by both Parties and shall continue in full force and effect until the expiration of all guarantees, warranties and indemnities provided for therein, unless earlier terminated in accordance with Section 17.1 or 17.2.

18.0 FORCE MAJEURE

- 18.1 Any delay of either Party in the performance of its required obligations hereunder shall be excused if and to the extent caused by unprecedented weather conditions, fire, explosion, riot, war, strike by the Company's or its Affiliates' employees, court injunction or order, federal and/or state law or regulation, or order by any federal or state regulatory agency, but only to the extent that: (1) such events are beyond the reasonable control of the Party affected, (2) such events were unforeseeable by the affected Party and the effects were beyond its reasonable efforts to prevent, avoid or mitigate, (3) the affected Party uses every reasonable effort to prevent, avoid or mitigate the effects, (4) prompt written notice of such delay be given by such affected Party to the other; and (5) the Party affected uses its best efforts to remedy the resulting effects in the shortest practicable time. Upon receipt of such notice, if necessary, the time for performing the affected activities shall be extended for a period of time reasonably necessary to overcome the effect of such delays. Such extension shall be the sole remedy and compensation for each *force majeure* event. Notwithstanding the foregoing, the Company shall have the right to terminate the Agreement under Section 17.2.
- 18.2 The written notice required under Section 18.1 shall be sent by the affected Party within five (5) Days of the commencement of any such delay and shall specify the nature, cause, date of commencement and anticipated extent of such delay or nonperformance and whether it anticipates that any delays in scheduled delivery or performance will result. Such notice shall be submitted in ample time to permit full investigation and evaluation of any claimed delay or nonperformance. Failure to provide such notice shall constitute a waiver of any claim.

- 18.3 Within thirty (30) Days after the termination of any delay occasioned by an event of *force majeure*, the affected Party shall give written notice to the other Party specifying the actual duration and impact of the delay.
- 18.4 Notwithstanding the foregoing, neither the Contractor's inability to obtain required permits on schedule, nor strikes and/or labor disputes involving the Contractor's and its Subcontractors' employees shall be considered a *force majeure* event.
- 18.5 The Company shall extend the schedule for changes in the Project, as provided in Section 14.0, or for *force majeure* events, as provided in Section 18.0. Unless pursuant to Section 14.0, extensions of time shall not be a basis for any increased payment under the Agreement.
- 18.6 The Contractor shall give the Company prompt written notice of any occurrence or conditions which in the Contractor's opinion entitle it to an extension of time. Such notice shall be submitted in ample time to permit full investigation and evaluation of the Contractor's claim. Failure to provide such notice shall constitute a waiver by the Contractor of any claim.

19.0 LIABILITY AND INDEMNIFICATION

- 19.1 To the fullest extent allowed by law, the Contractor shall indemnify, defend, and save harmless the Indemnified Parties from any loss, damage, liability, cost, third-party suit, charge, expense, or third-party cause of action, including the Indemnified Parties' legal expenses, whether unconditionally certain or otherwise, as they exist on the effective date of the Agreement or arise at any time thereafter, (including but not limited to reasonable fees and disbursements of counsel incurred by an Indemnified Party in any action or proceeding between an Indemnified Party and any third party) arising out of any damage or injury to property of an Indemnified Party, the Contractor and/or third parties (including real property, personal property and environmental damages), or persons (including injuries resulting in death), or economic damages, directly or indirectly caused by or arising out of or in any way connected with (i) any act or omission of the Contractor in breach of the Agreement, (ii) any negligence, willful misconduct, or breach of law of the Contractor, its agents, employees, Subcontractors, and suppliers, (iii) any third-party claim under U.S. law pertaining to copyright infringement, trademark infringement, libel, slander, defamation, invasion of privacy, piracy, or plagiarism arising from the Company's use, consistent with the terms of the Agreement, of the final Services performed and/or Deliverables completed (except to the extent that such third-party claim arises from materials supplied by the Company, or any unauthorized modifications to the Work by the Company), (iv) any equipment, property or facilities used by the Contractor, its agents, employees, Subcontractors, and suppliers, or (v) failure of the Contractor or its Subcontractors to comply with Applicable Laws and Standards. The Indemnified Parties shall not be indemnified or held harmless against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Indemnified Parties.
- 19.2 The Contractor shall take prompt action to defend and indemnify the Indemnified Parties against claims, actual or threatened, but in no event later than notice by the Company to the Contractor of the service of a summons, complaint, petition or other service of process against the Company alleging damage, injury, liability, or expenses subject to the indemnification obligations set forth in Section 19.1. If such claim is subject to the foregoing indemnity obligation, the Contractor shall defend any such claim or threatened claim, including as applicable, engagement of legal counsel, to respond to, defend, settle, or compromise any claim or threatened claim. The Contractor shall not settle any claim, action, suit or proceeding for which it is indemnifying the Company in a manner that would impose any legal liability or financial obligation on the Company without first obtaining the Company's written consent.
- 19.3 Furthermore, the Contractor understands that, in the event that it has breached its obligations under this Section 19.0, it is responsible for any and all reasonable costs and expenses incurred by the Company to enforce this indemnification provision.

- 19.4 The Contractor guarantees that all Work provided by the Contractor under this Agreement shall be free from claims of patent, copyright, and/or trademark infringement. Notwithstanding the foregoing, if the Work, any intellectual property utilized by the Contractor in providing the Work, or the Company's use of the Work (each an "Infringing Element") becomes the subject of any claim, suit, or proceeding for infringement or other intellectual property right violation, the Contractor shall, at its sole expense and at the Company's option: (1) secure for the Company the right to its continued use, (2) replace the Infringing Element with a substantially equivalent, non-infringing item, or (3) modify the Infringing Element so that it is non-infringing.
- 19.5 The Company may participate in the defense and retain its own counsel in connection with any claim. If the Contractor fails to assume control of the defense of any claim, the Company may defend the claim at the Contractor's cost. The Company's defense of a claim does not relieve the Contractor from its obligations to indemnify.
- 19.6 The obligations under Section 19.0 shall not be limited in any way by any limitation on the Contractor's insurance or by a limitation on the amount or type of damages. In addition, the obligations under Section 19.0 shall not be limited in any way by any compensation or benefits payable by or for the Contractor or any Subcontractor under worker's compensation acts, disability benefit acts or other employee acts.
- 19.7 Royalties and fees for patents covering materials, articles, apparatus, devices, equipment or processes used in the Services and/or completion of the Deliverables shall be included in the Contract Price. The Contractor shall satisfy all demands that may be made at any time for such royalties or fees.
- 19.8 The Contractor shall obtain from its Subcontractors, for the Indemnified Parties' benefit, agreements substantially similar to those contained in this Section 19.0. Notwithstanding any other provision of the Agreement, this Section 19.0 shall survive the termination or expiration of the Agreement.

20.0 INSURANCE

20.1 Insurance Requirements. From the commencement of the provision of Services, through acceptance or longer where specified below, the Contractor shall provide and maintain at its own expense insurance policies issued by insurance companies with an AM Best rating of B+ or better which meet or exceed the requirements listed herein:

20.1.1 Workers' Compensation and Employers' Liability Insurance as required by the Applicable Law. Coverage shall include the U.S. Longshoremen's and Harbor Workers' Compensation Act and the Jones Act (if the provision of the Services requires it);

20.1.2 Commercial General Liability (CGL) Insurance, covering all operations to be performed under the Agreement, with minimum limits of:

Combined Single Limit	\$1,000,000 per occurrence
General Aggregate and Product Aggregate	\$2,000,000

This policy shall include Contractual Liability and Products-Completed Operations coverage. If the Products-Completed Operations coverage is written on a claims-made basis, coverage shall be maintained continuously for at least two (2) years after acceptance of Work completed in accordance with the Company.

20.1.3 Automobile Liability, covering all owned, non-owned and hired vehicles used in connection with the provisions of the Services or completion of the Deliverables with minimum limits of:

Combined Single Limit	\$1,000,000 per occurrence
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- 20.1.4 Watercraft Liability, if the provision of the Services or completion of the Deliverables requires the use of watercraft, with the same minimum limits of liability as required for CGL as outlined in Section 20.1.2.
- 20.1.5 Aircraft Liability, if the provision of the Services or completion of the Deliverables requires the use of aircraft, with a limit of liability of not less than \$10,000,000 combined single limit.
- 20.1.6 Professional Liability coverage, if professional services are required, with a limit of liability of the greater of \$2,000,000 or the value of the Purchase Order.
- 20.1.7 Cyber Liability Insurance, (if applicable), either purchased separately or endorsed to Professional Liability/Errors & Omissions, covering liability arising from or out of the Services that involve the use and access of data and/or the need for the Contractor to use security measures and requirements under this Agreement at minimum limits of \$10,000,000 “per claim”. Coverage shall include, but not be limited to, the following, as applicable - Internet and network liability (providing protection against liability for system attacks; denial of service attacks or loss of service; introduction, implantation, or spread of malicious software code; and unauthorized access and use), infringement of privacy or intellectual property rights, breach mitigation and regulatory coverage, internet advertising and content offenses, defamation, errors or omissions in software and/or systems development, implementation and maintenance. Waiver of Subrogation required from this policy in favor of Company and its affiliates.
- 20.1.8 Other insurance as required and as mutually agreed upon by the Company and the Contractor.
- 20.1.9 Self-Insurance: Proof of qualification as a qualified self-insurer, if approved in advance in writing by the Company, will be acceptable in lieu of securing and maintaining one or more of the coverages required in this Section 20.0.
- 20.1.10 **National Grid USA its direct and indirect parents, subsidiaries and affiliates shall be named as Additional Insured** on the Commercial General Liability and Automobile Liability policies. The Contractor shall waive all rights of recovery against the Insured Parties for any loss or damage covered under those policies referenced in this Section 20.1 or for any required coverage that may be self-insured by the Contractor.
- 20.2 Subcontractors. In the event that the Contractor uses Subcontractors in connection with the provision of the Services or completion of the Deliverables, the Contractor shall require all such Subcontractors provide the same insurance coverages as shown in Sections 20.1.1, 20.1.2, and 20.1.3.
- 20.3 Certificate(s) of Insurance. Prior to providing the Services, the Contractor shall promptly provide the Company with Certificate(s) of Insurance for all coverages required in the Agreement at the address National Grid USA, Attention Risk & Insurance Department, 300 Erie Blvd West, A-4, Syracuse, NY 13202. Policies shall provide that at least thirty (30) days prior written notice shall be given to the Company in the event of any cancellation or diminution of coverage and certificates shall outline the amount of deductibles or self-insured retentions which shall be for the account of the Contractor. Such deductibles or self-insured retentions shall not exceed \$100,000 unless agreed to by the Company’s Risk & Insurance Department.
- 20.4 Reservation of Rights. If any policy should be canceled before final payment by the Company to the Contractor and the Contractor fails immediately to procure other insurance as specified, the Company reserves the right to procure such insurance and to deduct the cost thereof from any sum due the Contractor under the Agreement or to invoice the Contractor.

- 20.5 Accident Reports. The Contractor shall furnish the Company's Risk & Insurance Department with copies of any accident report(s) sent to the Contractor's insurance carriers covering accidents, incidents or events occurring in connection with or as a result of the provision of the Services.
- 20.6 Full Policy Limits. The Contractor represents that it has full policy limits available and shall notify the Company's Risk & Insurance Department in writing when coverages required herein have been reduced as a result of claim payments, expenses, or both.
- 20.7 Indemnification Coordination. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its work under the Agreement, or limiting, diminishing, or waiving the Contractor's obligation to indemnify, defend and save harmless the Company and the Indemnified Parties in accordance with these Terms and Conditions.
- 20.8 Compliance. These requirements are in addition to any other insurance requirements which may be required elsewhere in the Agreement. The Contractor shall comply with any governmental and/or site specific insurance requirements even if not stated herein.

21.0 RIGHTS, CLAIMS AND DISPUTES

- 21.1 Any claim which the Contractor may have against the Company arising out of the Work shall be presented in writing to the Company no later than thirty (30) days after the first occurrence of the circumstance which gave rise to the claim. The claim shall contain a concise statement of the question or dispute and the relevant facts and data (including the applicable Agreement provision) which support the claim. The Contractor shall furnish any additional information which the Company may require to enable it to evaluate and decide the claim.
- 21.2 Failure to submit any claim in such thirty (30) day period shall constitute a waiver on the Contractor's part for entitlement to either additional reimbursement or additional time for performance under the Agreement.
- 21.3 Any dispute between the Company and the Contractor with respect to the Agreement that cannot be resolved in the normal course by the respective representatives of the Parties, shall be referred to the responsible officers of the Company and the Contractor for resolution. Notwithstanding the existence of a dispute, the Company shall be obligated to maintain payments not in dispute to the Contractor and the Contractor shall be obligated to proceed (or to continue) with the provision of Services unless otherwise directed by the Company.

22.0 RIGHTS AND REMEDIES; COMPANY LIABILITY

- 22.1 The rights and remedies of the Company herein shall not be exclusive and are in addition to any other rights or remedies provided by law or equity.
- 22.2 The Company shall in no event be liable to the Contractor for any incidental, consequential, special, contingent, multiple, or punitive damages in connection with the Agreement, including, without limitation, loss of profits, attorney's fees, or litigation costs for any actions undertaken in connection with or related to the Agreement, including without limitation damage claims based on causes of action for breach of contract, tort (including negligence), Massachusetts Chapter 93A (Regulation of Business Practices for Consumers Protection), or any other theory of recovery.
- 22.3 In no event shall the Company's liability to the Contractor exceed the price for Work as determined under the Agreement.

23.0 DISCREPANCIES AND CLAIMS

- 23.1 If the Contractor, in the course of the Work, finds any discrepancy between the Agreement, or what could have been reasonably inferred or interpreted therefrom, or any errors or omissions in the Agreement, or if the Contractor believes, determines or observes that performance of any part of the Project as required by the Agreement would or might result in the Project being deficient or unsafe or failing to comply with standard practice, law or regulation, the Contractor shall immediately notify the Contract Administrator in writing and shall suspend that part of the Work until otherwise directed by the Company. Any Work performed after such discovery or after the Contractor should have been reasonably expected to make such discovery, until authorized by the Company, shall be performed at the Contractor's risk, and the Contractor shall be liable for all costs arising therefrom, unless otherwise authorized in writing by the Company.
- 23.2 Except in an emergency endangering life or property, if the Contractor claims that any instructions, written or oral, or other media issued after the date of the Agreement involve extra cost and/or an extension of time, it shall give the Company written notice thereof as set forth in Section 14.3. No such claim shall be valid unless so made.

24.0 DOCUMENTS/INTELLECTUAL PROPERTY

- 24.1 The Contractor shall supply all documents in quantities and types, at times, according to instructions, and in the manner set forth in the Agreement. Upon the Company's request, any other documents prepared by the Contractor in connection with the Project shall be delivered to the Company upon completion, cancellation or termination of the Agreement. Any document, which is prepared by the Contractor in connection with the Agreement, shall be submitted in accordance with the Agreement, with sufficient time for the Company to review and comment.
- 24.2 The Company's review of or comments on any document shall not relieve the Contractor of its sole responsibility for the correctness and adequacy of the Contractor's Services and Deliverables, including but not limited to the correctness of design, detail, dimensions, or performance of any other obligation of the Contractor hereunder.
- 24.3 All documents furnished by the Company, if any, and copies thereof and documents produced by the Contractor for the Company shall be the property of the Company, shall be used by the Contractor only for performance of the Project, shall not be used on any other jobs, shall not be delivered to any third parties except as is necessary for performance of the Project hereunder, and shall be returned to the Company upon completion, cancellation or termination of the Agreement.
- 24.4 The Contract Documents, if any, may not be complete in every detail. The Contractor shall comply with their manifest intent and general purpose, taken as a whole, and shall not ignore or misuse any errors or omissions therein to the detriment of the Project. Should any error, omission, conflict or discrepancy appear in the contract documents, referenced documents, or codes, standards or instructions, the Contractor shall immediately notify the Company in writing and the Company shall issue written instructions; however, unless otherwise instructed, the more stringent requirement shall apply. If the Contractor proceeds with any of the Services and Deliverables in question prior to receiving such instructions, then required corrections shall be at the Contractor's expense.
- 24.5 If the Contractor observes that any requirement specified in the Agreement is at variance with any governing laws, ordinances, rules, regulations, permits or licenses, it shall promptly notify the Company in writing before incurring any further liability, expense or obligation for the Contractor or the Company.
- 24.6 All documents prepared, procured, or developed by the Contractor and furnished to the Company in connection with the Project shall be the property of the Company and may be used by the Company without restriction, whether during the term of the Agreement or thereafter.

- 24.7 Any and all Services and Deliverables, expressions, inventions, ideas, discoveries, improvements or developments (whether or not patentable), as well as all copyrights, patents, or trademarks thereof, that may be conceived or made by the Contractor or the Contractor's partner(s), employee(s), agent(s), vendor(s), contractor(s), supplier(s) or any other party employed by the Contractor, or subcontractor to the Contractor of any tier, to satisfy its obligation under the Agreement shall be work made for hire and shall be deemed the property of the Company. All such works, expressions, inventions, ideas, discoveries, improvements or developments, as well as all copyrightable expressions thereof, shall be deemed to fit into one or more of the specifically enumerated categories of works contained in 17 U.S.C. § 101 *et sea*, and any subsequent revisions thereof. The Contractor and/or the Contractor's partner(s), employee(s), agent(s), vendor(s), contractor(s), supplier(s), or any other party employed by the Contractor, or subcontractor to the Contractor of any tier, to satisfy its obligation under the Agreement shall promptly furnish the Company with complete information, including, without limitation, a written description thereof giving the date of the work, invention or expression and naming the inventors or authors and others involved in the development or writing of the work, invention or expression. The Company shall have the sole power to determine whether or not and in which countries and jurisdictions patent application shall be filed or copyrights registered and to determine the disposition of title to and rights in any works, expressions, inventions, ideas, discoveries, improvements or developments and in any United States and foreign patent applications, patents or copyrights that may result. Memoranda, notes and experimental works, descriptions, diagrams and other data generated in performance of the Services and Deliverables pertaining to any and all works, expressions, inventions, ideas, discoveries, improvements and developments covered by the Agreement shall be available at reasonable times to the Company. The Contractor shall assist the Company in the implementation of this section by obtaining and providing detailed written descriptions of each invention, idea, discovery or expression sufficient for filing patent or copyright applications, by providing an evaluation of the patentability or copyright ability of each disclosure, by assisting the Company in the prosecution of patent and copyright applications, and by executing or having executed by appropriate persons any and all documents which may be necessary or desirable to cause title in such inventions, ideas, discoveries, or expressions to vest with the Company. The cost of such assistance shall be considered separate and distinct and shall be mutually agreed upon between the Company and the Contractor.

25.0 CONFIDENTIALITY/PROPRIETARY INFORMATION

- 25.1 The Contractor hereby acknowledges that during the course of the Contractor's participation in a bid and/or selection process and in the performance of the requirements of the Agreement, the Contractor may be furnished with or exposed to information that is proprietary and confidential to the Company and/or its Affiliates ("Confidential Information"). Confidential Information shall include but shall not be limited to information concerning pricing, terms and conditions, customers, employees, facility locations, techniques, methods, computer programs, software, drawings, maps, plans, and data relating to the Company and/or its Affiliates.
- 25.2 The Contractor agrees that (a) the Contractor shall use such Confidential Information only in connection with its participation in a bid and/or selection process or the requirements performed under the Agreement, and (b) shall not disclose such Confidential Information to third parties or use such Confidential Information for any other purpose without the prior written consent of an authorized representative of the Company.
- 25.3 The Contractor may disclose Confidential Information to its partner(s), employee(s), agent(s), vendor(s), contractor(s), Subcontractor(s), or any other party employed by the Contractor if and only if (1) such disclosure is necessary in order to perform the Services and Deliverables under the Agreement; and (2) the party to whom the Confidential Information will be disclosed has executed and delivered to the Company a Non-Disclosure Agreement. If the Contractor has any question about whether information is Confidential Information, it shall contact the Company prior to disclosing such information for a determination as to its proprietary status.

- 25.4 Upon termination of the Agreement, the Contractor shall immediately return such Confidential Information, including without limitation any drawings, maps, or electronic data or copies thereof, to the Company.
- 25.5 Both Parties acknowledge that the breach of the Contractor's obligations under this provision will result in irreparable harm to the Company and/or its Affiliates. Any breach of these provisions by the Contractor shall entitle the Company and/or its Affiliates to make use of any and all available remedies, at law and in equity, including, but not limited to, injunctive relief.
- 25.6 If the Contractor is required by law to disclose Confidential Information of the Company (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demands, regulation, statute or otherwise), the Contractor will, when permitted by law, (i) notify the Company and provide the Company the opportunity to review the Confidential Information, and (ii) provide the Company the opportunity to seek a protective order or other appropriate remedy. In the event that a protective order or other remedy is not obtained or is not pursued within a reasonable period of time, the Contractor or its representatives will furnish only that portion of the Confidential Information that it is legally required to disclose and the Contractor will request that confidential treatment be accorded to the Confidential Information by relevant third parties.
- 25.7 Notwithstanding anything to the contrary in this Section 25.0, the Contractor shall not be required to hold confidential any information that (i) becomes publicly available other than through disclosure by the Contractor; (ii) is independently developed by the Contractor; or (iii) becomes available to the Contractor without restriction from a third party, provided that such third party is not bound by a confidentiality agreement with the Company or its representatives.
- 25.8 In no event shall data or information provided by the Contractor under the Agreement or generated as a result of performance of the Services and Deliverables thereunder be deemed as proprietary to the Contractor. Likewise, reports generated as a result of performance of the Services and Deliverables thereunder shall not be proprietary to the Contractor.
- 25.9 The obligations set forth in this Section 25.0 shall survive expiration or termination of this Agreement for a period of five (5) years.
- 25.10 Notwithstanding any other provision of this Agreement, in the event the Parties have executed a Non-Disclosure Agreement ("NDA") that concerns the subject matter of this Agreement, including any NDA that is attached to this Agreement (as a schedule, exhibit, or otherwise), or made a part of the Agreement by reference, such NDA shall govern the exchange of confidential information between the parties in relation to this Agreement, i.e. Information (as defined in such NDA), and, notwithstanding any terms to the contrary in the NDA regarding term or expiration, shall remain in full force and effect for the duration of this Agreement, or such for longer time as the NDA may provide.

26.0 PUBLICITY

- 26.1 Notwithstanding any other provision of the Agreement, the Contractor shall not, without the Company's prior written consent, publish any information pertaining to the Agreement, whether during the term of the Agreement or thereafter.
- 26.2 The Contractor shall not display any sign, posters or other advertising matter in or around the Site without prior written approval of the Company.

27.0 COMMUNICATIONS WITH REGULATORS, MEDIA, OR PUBLIC

- 27.1 The Contractor shall immediately notify the Company of all communications from regulatory agencies including, but not limited to, notices, postings, letters, telephone calls or visits. If a Notice of Noncompliance or any other official correspondence is received by the Contractor from a regulatory agency, a copy of the notice or correspondence shall be provided to the Company within twenty-four (24) hours of its receipt.
- 27.2 The Contractor shall immediately notify the Company of any inquiries from the media. Requests for information from the media shall be reviewed and approved by the Company prior to response by the Contractor.
- 27.3 The Contractor shall immediately notify the Company of any calls or other communications from the public. Requests for information from the public shall be reviewed and approved by the Company prior to response by the Contractor.

28.0 MEETINGS AND REPORTS

- 28.1 The Contractor shall attend Project meetings, if any, as often as deemed necessary by the Company during the term of the Agreement.
- 28.2 The Contractor shall submit to the Company specific reports as may be required elsewhere in the Agreement.

29.0 NERC CIP

- 29.1 For any Work that requires access to the Physical Security Perimeter at a current control house as identified by the Company, or is in the process of constructing a new control house environment, the Contractor shall, and shall require its Subcontractors to (1) complete the contract document containing "National Grid Contractor Requirements for Compliance with NERC Cyber Security Standards," attached to this Agreement, and (2) comply with the terms and conditions and obligations of the Contractor with respect to NERC CIP. The Contractor shall be responsible hereunder for any breach of such terms and conditions and obligations of the Contractor with respect to NERC CIP under this Agreement to the extent caused by its Subcontractors.
- 29.2 In the event of non-compliance or breach on the part of the Contractor, its employees, agents or subcontractors with or of any or all of the NERC Cyber Security Standards, the Contractor shall be solely liable for any and all resulting costs, losses, penalties, damages and liabilities, including any costs, losses, penalties, damages or liabilities incurred by the Company, and the Company may terminate this Agreement for cause, pursuant to the termination provisions contained herein.

30.0 ALCOHOL AND DRUG ABUSE POLICY

- 30.1 The Contractor's employees and employees working under the Contractor's direction or Subcontractors of any tier shall not bring, use, distribute, sell or possess illegal drugs or alcoholic beverages at the Company's facilities.
- 30.2 The Contractor's employees shall be fit for duty at all times during their assignment and shall not be under the influence of alcohol or other drugs. Additionally, the Contractor shall not assign any individual in violation of this policy to work assignments for the Company and if the Contractor discovers any of its employees are in violation of these requirements, it shall remove any such employee immediately.

- 30.3 Violation of these requirements by the Contractor's employees shall result in denial of access to the Company's facilities and equipment; and in the case of possession, use or sale of illegal drugs, shall be reported to the Company's Security Department immediately.

31.0 ASSIGNMENT/SUBCONTRACTING

- 31.1 The Agreement is binding upon the Parties and their heirs, executors, administrators, successors, and assigns. The Contractor shall not assign the Agreement, or any of the moneys to become due and payable under the Agreement, or subcontract the whole or any part of the Services and Deliverables, without first having obtained the Company's written consent to such assignment or subcontract. Any such assignment or subcontract for which the Company's written consent is not obtained will be null and void. If the Contractor proposes to subcontract any of the Services and Deliverables, it shall give written notice thereof to the Company specifying the name, address, qualifications, and experience of the Subcontractor, and the specific Services or Deliverables which the Subcontractor is to perform or complete. If the Company consents in writing, the Contractor may subcontract the specific Services and Deliverables to the Subcontractor. All Services and Deliverables performed for the Contractor by a Subcontractor shall be pursuant to an agreement between the Contractor and Subcontractor which binds the Subcontractor to the applicable terms and conditions of the Agreement for the benefit of the Company and its Affiliates. Further, the Contractor shall ensure that the Company, via the Contractor's billings, receives full benefit of commercial discounts, favorable rates and all guarantees made available by its vendors and/or Subcontractors of any tier.
- 31.2 The Company may assign the Agreement or any part thereof to any Affiliate.
- 31.3 If the Contractor terminates its existence as a corporate entity or if the Contractor is part of a merger, acquisition, sale, consolidation or take-over, or if all or substantially all of the Contractor's assets are transferred to another person, or business entity, the Company shall, in its sole discretion, have the right to terminate the Agreement as set forth in Section 17.1 or to require the Contractor's successor to carry out the duties and obligations of the Contractor under the Agreement.
- 31.4 If at any time during the performance of the Project, the Company determines that any Subcontractor is not performing in accordance with the Agreement, the Company may so notify the Contractor who shall take immediate steps to remedy the performance or to cancel the subcontract, whichever the Company so requests.
- 31.5 All Subcontractors shall be subject to the foregoing provisions, and nothing contained in the Agreement shall create any contractual relationship between any Subcontractor and the Company or its Affiliates, nor relieve the Contractor of any obligation to perform the Services and Deliverables. No Subcontractor is intended to be or shall be deemed a third-party beneficiary of the Agreement. As a condition of any subcontract, the Contractor shall require any Subcontractor to remove any claim it might have, in law or equity directly against the Company or its Affiliates. The Contractor shall be fully responsible to the Company for the acts and/or omissions of any Subcontractor and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor as if no Subcontractors were in place. Any obligation imposed by the Agreement upon the Contractor, where applicable, shall be equally binding upon and shall be construed as having application to any Subcontractor.
- 31.6 To the fullest extent permitted by law, the Contractor shall require Subcontractors to indemnify, defend at the Company's option, and hold the Indemnified Parties harmless from and against any and all claims, demands, actions, losses, damages and expenses, including attorney's fees and other expenses, resulting from or arising out of any of its Subcontractors' performance of Services and Deliverables. The complete or partial failure of any insurance carrier to fully protect and indemnify the Indemnified Parties, or the inadequacy of the insurance, shall not in any way lessen or affect the obligation of the Contractor or its Subcontractors to indemnify the Indemnified Parties.
- 31.7 Notwithstanding any other provision of the Agreement, Section 31.6 shall survive the termination or expiration of the Agreement

32.0 ENTIRE AGREEMENT

- 32.1 The Agreement constitutes the entire Agreement between the Company and the Contractor with respect to the Services and Deliverables specified, and all previous representations relative thereto, either written or oral are hereby annulled and superseded. No modification of any of the provisions of the Agreement shall be binding unless in writing and signed by a duly authorized representative of each Party hereto.

33.0 SEVERABILITY/MISCELLANEOUS

- 33.1 If any section, phrase, provision or portion of the Agreement is, for any reason, held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such section, phrase, provision or portion so adjudged will be deemed separate, distinct and independent and the remainder of the terms of the Agreement will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication. The Parties shall negotiate in good faith an equitable adjustment in the affected provision of the Agreement; however, the validity and enforceability of the remaining parts thereof shall be otherwise fully enforceable. Paragraph headings are for the convenience of the Parties only and are not to be construed as part of the Agreement.

34.0 COMPLIANCE WITH LAWS AND STANDARDS

- 34.1 The Contractor shall, in connection with any Work provided by the Contractor hereunder, comply with all Applicable Laws.
- 34.2 In connection with any Services and Deliverables provided by the Contractor hereunder, the Contractor shall, and shall provide that its Subcontractors, agents, and representatives shall, at all times: (1) strictly comply with the Company's applicable safety and environmental standards, rules, regulations, directives, and procedures, including, without limitation, the Company's "Contractor Safety Requirements" and "Contractor Environmental Requirements and with any and all applicable federal, state, municipal, and local laws, rules, regulations, codes, and ordinances related to employee and public health, safety, and/or the environment (as in force upon the date of the Agreement and as in the future passed, enacted, directed, or amended), collectively, ("Standards,"); and (2) conduct all operations in a manner to ensure the safety of all personnel, the general public, and the protection of the environment and so as to avoid the risk of injury, death, loss, theft, or damage by accident, vandalism, sabotage, or any other means. In cases where one or more conflicting Standards may be applicable, the Contractor shall comply with the most stringent applicable Standard. Contractor acknowledges receipt of the Requirements.
- 34.3 The Contractor warrants that it has not offered or given and will not offer or give to the Company or its Affiliates, or any of its or their officers, directors, employees, agents, trustees, successors or assigns ("Purchasing Parties") any gratuity, or any kickback within the meaning of the Anti-Kickback Act of 1986 in order to secure any business from or influence the Purchasing Parties with respect to the terms, conditions or performance of any contract with or purchase from the Company or its Affiliates.
- 34.4 The Contractor shall, in connection with anything provided by the Contractor hereunder, comply with the Company's Diversity Program requirements. Such requirements include but are not limited to completion and return of the "The Contractor Diversity Bid Form," quarterly reporting on the Contractor's utilization of diversified sellers, and maintenance of certifications from accredited institutions on file, which files will be subject to the Company's audit.
- 34.5 The Contractor shall, in connection with any Services or Deliverables provided under this Agreement, and to the extent applicable, comply with any and all data privacy rules, laws or regulations including, but not limited to, the European Union General Data Protection Regulation 2016/679, the General Data Protection Regulation, the Protection of Personal Information of Residents of the Commonwealth of Massachusetts, 201

CMR 17.00, the Rhode Island Identity Theft Protection Act, RIGL § 11-49.3-1, and the California data security regulations, Cal. Civ. Code § 1798.81.5.

35.0 ENVIRONMENTAL COMPLIANCE

- 35.1 Without limiting the provisions of Section 34.0 and to the extent related to the Work, the Contractor shall conduct all Services and complete all Deliverables, in such a manner to minimize the impact upon the natural environment and shall comply fully with all applicable federal, state and local laws, ordinances, rules, regulations and permits for the protection and preservation of the environment, as may be amended from time to time, and all applicable environmental policies and practices prescribed by the Company, including without limitation, the Resource Conservation and Recovery Act, the Hazardous Materials and Transportation Act, the Occupational Safety and Health Act of 1970 (“OSHA”), the New York Environmental Conservation Law, regulations of the Environmental Protection Agency, the Department of Transportation and the New York Department of Environmental Conservation (when applicable for the jurisdiction) issued pursuant thereto, and the terms of Company’s Special Conditions of Contract - Environmental, if incorporated in the Agreement by the Company. The Contractor shall impose the requirements of this Section 35.0 upon its Subcontractors and suppliers.
- 35.2 The Contractor shall immediately notify the Company of any citations or notices incurred on the Project and forward copies thereof immediately upon receipt to the Company. If any violation of environmental permits, licenses, and other environmental regulations or statutes occurs, the Contractor shall take immediate action to mitigate any further violation. The Contractor shall immediately notify the Company of the violation and wait for further instructions from the Company. If the Company instructs the Contractor to remedy the violation, the Contractor shall contact the appropriate government agencies as required by law and report to the Company, in writing, what actions it has performed and intends to take to remedy the violation. The Contractor shall also report to the Company its intended procedures for preventing recurrence of such violations.
- 35.3 The Company will notify the Contractor of any observed non-compliance; however, failure of the Company to recognize or notify the Contractor of any non-compliance shall not relieve the Contractor of its contractual and legal responsibility for such non-compliance and to protect the environment.

36.0 UTILIZATION OF SMALL BUSINESS CONCERNS

- 36.1 It is the policy of the United States that Small Business Concerns, Veteran-Owned Small Business Concerns, Service-Disabled Veteran-Owned Small Business Concerns, HUBZone Small Business Concerns, Small Disadvantaged Business Concerns, and Women-Owned Small Business Concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with Small Business Concerns, Veteran-Owned Small Business Concerns, Service-Disabled Veteran-Owned Small Business Concerns, HUBZone Small Business Concerns, Small Disadvantaged Business Concerns, and Women-Owned Small Business Concerns.
- 36.2 If the Contractor is not a small business concern and the total contract value is in excess of \$700,000 (or \$1,500,000 if the contract involves construction of any public facility), Contractor agrees that it will have and maintain a subcontracting plan consistent with supporting the policy referenced in section 36.1, to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor’s compliance with this clause.
- 36.3 The Contractor acting in good faith may rely on written representations by its Subcontractors regarding their status as a Small Business Concern, a veteran-owned Small Business Concern, a Service-Disabled Veterans-

owned Small Business Concern, a HUBZone Small Business Concern, a Small Disadvantaged Business Concern, or a Women-Owned Small Business Concern.

37.0 EQUAL EMPLOYMENT OPPORTUNITY

- 37.1 The Contractor shall comply with all applicable federal, state and local anti-discrimination laws, the standards and regulations issued thereunder and the amendments thereto, including Executive Order 11141 relating to age discrimination, Executive Order 11246 relating to equal employment opportunity, Executive Order 11625 relating to minority business enterprise, Executive Order 11701 relating to employment of veterans and Executive Order 11758 relating to handicapped employment. The aforementioned are incorporated herein as if set forth herein verbatim. The Contractor agrees to comply with the Human Rights Law of the State of New York (Section 15 of the Executive Law), if applicable.
- 37.2 Without limiting the foregoing, the Contractor agrees as follows:
- 37.2.1 The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 37.2.2 The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
- 37.2.3 The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 37.2.4 The Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 37.2.5 The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 37.3 All subcontracts and agreements that the Contractor enters into to provide the Work under the terms of the Agreement shall obligate such Subcontractors to comply with the foregoing provisions.

38.0 JURISDICTION AND GOVERNING LAWS

- 38.1 Unless other governing laws and/or other jurisdictions are specifically established in the Agreement, the Agreement shall be deemed to be executed in the State of New York and shall be interpreted and enforced according to the laws of the State of New York.
- 38.2 Unless otherwise specifically established in the Agreement, only the courts of New York shall have jurisdiction over the Agreement and any controversies arising out of the Agreement; any controversies arising out of the Agreement shall be submitted only to the courts of New York; the Contractor hereby submits to the courts of New York for the purposes of interpretation and enforcement of the Agreement.
- 38.3 The Contractor hereby waives personal service by manual delivery and agrees that service of process on the Contractor in any action arising out of the Agreement may be made by registered or certified mail, return receipt requested, directed to the Contractor at its address set forth on the Agreement.

39.0 WAIVER

- 39.1 No delay or omission in the exercise of any right under the Agreement will impair any such right or will be taken, construed or considered as a waiver or relinquishment thereof, but any such right may be exercised from time to time and as often as may be deemed expedient. If any of the provisions of the Agreement are breached and thereafter waived, such waiver will be limited to the particular breach so waived and will not be deemed to be a waiver of any other breach under the Agreement.

40.0 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

- 40.1 Each and every provision of law and governmental regulation required by law to be inserted in the Agreement is deemed inserted and the Agreement will be read and enforced as though the same were so included in the Agreement. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, then, upon the application of either Party, the Agreement shall be deemed to be amended to make such insertion or correction.

41.0 NOTICES

- 41.1 All notices, demands, requests, and other communications required or desired to be given hereunder must be in writing and sent by United States registered mail, return receipt requested, or by nationally recognized overnight carrier, and addressed to the person or position identified on the Agreement, at its address set forth in the Agreement and in the case of a notice given to the Company, Contractor shall also send a copy to Assistant General Counsel, Commercial Legal, National Grid, 170 Data Drive, Waltham, Massachusetts 02451.

42.0 PREVENTION OF CORRUPTION, BRIBERY AND SLAVERY

- 42.1 The Contractor shall conduct itself in an ethical manner and provide services under the Agreement to the highest ethical standards. The Contractor shall not be a party to the following: bribery of any kind; collusion with other contractors; regulatory agencies or other third parties; provision of enticements to the Company's officers, directors, employees, agents, successors, assigns, and servants in any form including, but not limited to, gifts, gratuities or other benefits. Without limiting the foregoing, the Contractor represents and warrants to the Company that the Contractor, its Subcontractors, its and their Affiliates, employees, officers, agents and shareholders, have not committed and shall not commit any Prohibited Act.

- 42.2 If the Contractor, any Subcontractor, any of its or their Affiliates, employees, officers, agents or shareholders, commit any Prohibited Act, then the Company shall be entitled to act in accordance with Sections 42.3 to 42.7 (inclusive) below.
- 42.3 If a Prohibited Act is committed by the Contractor, any of its Affiliates, or any of its or their employees, officers, agents or shareholders not acting independently of the Contractor and its Affiliates, then the Company shall be entitled to terminate the Agreement for cause, under Section 17.1, by giving written notice to the Contractor, specifying the date on which the Agreement shall terminate.
- 42.4 If a Prohibited Act is committed by an employee or agent of the Contractor or of any of its Affiliates, acting independently of the Contractor and its Affiliates, then the Company may give written notice to the Contractor of termination of the Agreement for cause, under Section 17.1, and the Agreement will terminate ten (10) business days after the date of such notice, unless, within such ten (10) business day period, the Contractor terminates (or arranges for the termination of) such employee's employment or agent's engagement and (where applicable) ensures that the performance of such employee's or agent's obligations in relation to the Agreement are performed by another person.
- 42.5 If a Prohibited Act is committed by a Subcontractor or by an employee or agent of that Subcontractor not acting independently of that Subcontractor, then the Company may give written notice to the Contractor of termination of the Agreement for cause, under Section 17.1, and the Agreement will terminate ten (10) business days after the date of such notice, unless, within such ten (10) business day period, the Contractor terminates the relevant subcontract and ensures that the performance of the Subcontractor's obligations in relation to the Agreement are performed by another person.
- 42.6 If the Prohibited Act is committed by an employee or agent of a Subcontractor acting independently of that Subcontractor, then the Company may give written notice to the Contractor of termination of the Agreement for cause, under Section 17.1, and the Agreement will terminate ten (10) business days after the date of such notice, unless within such ten (10) business day period, the Subcontractor terminates the employee's employment or agent's engagement and ensures that the performance of that employee's or agent's obligations in relation to the Agreement are carried out by another person.
- 42.7 If the Prohibited Act is committed by any person not specified in Sections 42.2 to 42.6 (inclusive) above (or by any person specified in such conditions but acting in a capacity not specified in such conditions) then the Company may give written notice to the Contractor of termination of the Agreement for cause, under Section 17.1, and the Agreement will terminate ten (10) business days after the date of such notice, unless, within such ten (10) business day period, the Contractor (a) arranges for the termination of such person's employment or engagement, and the appointment of their employer or the person who engaged them (where not employed or engaged by the Contractor or any relevant Subcontractor) and (b) ensures that the performance of that person's obligations in relation to the Agreement are performed by another person.
- 42.8 The Company shall specify, in any notice of termination under this Section 42.0 the general nature of the relevant Prohibited Act and the identity of the party whom the Company believes has committed such Prohibited Act.
- 42.9 Without prejudice to the Company's other rights and remedies, the Contractor shall indemnify the Indemnified Parties in full and on demand against all losses, liabilities, costs, claims and expenses incurred directly or indirectly by the Company as a result of the performance of any Prohibited Act by the Contractor, any Subcontractor, any of its or their Affiliates, employees, officers, agents or shareholders, or any of the Contractor's personnel in connection with the Agreement, its subject matter or any agreements (including any sub-contracts of whatever tier) relating to the Agreement.
- 42.10 Without prejudice to the other provisions of this Section 42.0, the Contractor shall ensure that:

- 42.10.1 all of the Contractor's personnel are fully aware of the Company's policies on anti-bribery, anti-corruption, and anti-slavery notified in writing to the Contractor from time to time by or on behalf of the Company and that all Subcontractors and agents (of whatever tier) are engaged upon terms which contain provisions in relation to prevention of bribery, corruption and slavery which are no less onerous than this Section 42.0; and
- 42.10.2 it has and shall maintain in place throughout the term of the Agreement, its own policies and procedures, (including adequate procedures under the Bribery Act 2010 and the Modern Slavery Act 2015), to ensure compliance with the Company's policies on anti-bribery, anti-corruption and anti-slavery notified in writing to the Contractor from time to time by or on behalf of the Company, and will enforce them where appropriate.
- 42.11 The termination of the Agreement pursuant to this Section 42.0 shall entitle the Company and each of its Affiliates to terminate any other contracts between the Contractor and the Company, or the Contractor and such Affiliate (as appropriate) on written notice to the Contractor, under their respective termination-for-cause provisions.
- 42.12 Notwithstanding Sections 21.0 and 38.0, any dispute relating to the interpretation of this Section 42.0 or the amount or value of any gift, consideration or commission shall be determined by the Company, and the Company's decision shall be final and conclusive.

43.0 RECORDS

- 43.1 The Contractor shall, and shall require Subcontractors, for the Company's benefit, at their own expense, to maintain a method of accounting in accordance with generally accepted accounting procedures and practices with respect to all matters pertinent to the Agreement. In so far as the Contractor's and Subcontractors' books, records, books of account, correspondence, contracts and subcontracts, and vouchers pertain to Work under the Agreement, or claims made by the Contractor for extension of time, costs, or expenses under any provisions of the Agreement, they shall be made available to the Company or its authorized representative for inspection and audit and shall be kept in a manner which (1) adequately permits evaluation and verification of any invoices, payments or claims based on the Contractor's or Subcontractors' actual costs incurred in the performance of the Project and (2) permits the Contractor to furnish the Company an accurate written allocation of the total amount paid for the Project and such further records as may be reasonably required by the Company.
- 43.2 The Contractor shall maintain records during the term of the Agreement, including any records relating to the employment or hiring of minorities and/or females, until (i) three (3) years after the expiration of the last expiring warranty, or (ii) the expiration of any period for which the Company or its Affiliates are required, by any regulatory agency, to have such records maintained, whichever is later. Additionally, records that relate to disputes, appeals, litigation, or the settlement of claims arising out of the performance of the Agreement shall be retained until such disputes, appeals, litigation, or claims have been finally settled. In lieu of retaining such records, the Contractor may deliver such records to the Company at any time after the expiration of the last expiring warranty. The Contractor agrees to make such records available to the Company or its authorized representative at no cost to the Company or its authorized representative for inspection or audit at any time during such period.
- 43.3 The Company shall give the Contractor and Subcontractors reasonable notice of any intended inspection or audit of their records.
- 43.4 The Company and its authorized representative shall have access, during normal working hours, to all necessary Contractor and Subcontractor facilities and shall be provided with an adequate and appropriate work space in order to conduct inspections and audits of such records.

- 43.5 The Contractor shall require Subcontractors to comply with the provisions of this Section 43.0 for the benefit of the Company.
- 43.6 If the Company's inspection or audit identifies any inconsistencies, errors or costs not expended in accordance with the Agreement, the Contractor shall make appropriate adjustments as may be required, including refund to the Company.

44.0 REGULATORY FILINGS

- 44.1 It is understood and agreed that the Agreement and/or any Purchase Order or Specification may be required to be filed with a state regulatory agency having jurisdiction over the Company or one of its Affiliates prior acceptance in order for it to become fully effective and binding.
- 44.2 The Company shall promptly take all necessary steps to accomplish such filing, if deemed necessary, and, if so filed, the Agreement will be subject to and conditioned upon the agency's acceptance for filing within ninety (90) days from the date of such filing. The Company agrees to notify the Contractor as soon as practicable of the receipt of agency's acceptance for filing.
- 44.3 If the agency's acceptance for filing is not received by the Company, the Agreement will be deemed null and void, and neither Party will have any other or further liability to the other for anything arising out of or in connection with these Terms and Conditions, except as may otherwise be mutually agreed to by the Parties.

45.0 E-COMMERCE/ISNETWORLD

- 45.1 The Company reserves the right, but shall not be obligated, to (a) convert all terms that are the subject of this transaction to an 'e-commerce' format to enable the Company to conduct its management of and performance under this Agreement over the Internet, and (b) to use the services of a third-party provider to furnish or create the required "e-commerce" solution for such Internet capability.
- 45.2 If required by the Company, in accordance with Company's safety procedures and risk assessment for the Project, the Contractor shall participate, and shall require its Subcontractors to participate, in ISNetworld, at the Contractor's cost.