

NUCLEAR SAFETY DIRECTORATE - BUSINESS MANAGEMENT SYSTEM		
RESEARCH GUIDANCE: COMMISSIONING AND MANAGING RESEARCH AND SUPPORT		G/RES/008
		ISSUE 001
Approved By: Peter Storey	P Storey	Issue Date: 29/11/04
Open Government Status: Fully Open		Review Date: 31/12/2010

CONTENTS

1. Introduction

2. Choice of Contractor

Framework Support Agreements
Consultants

3. Project Initiation

Project initiation for support
Project initiation for levy research
Project initiation form
Contractor's invoice schedules
Action by NSD 4A

4. Contractual matters

Terms and Conditions
Legal and Contractual matters
Modifying a limit of liability contract
Terminating a Contract

5. Payment of Invoices

6. Retention of documents

7. Associated documents

Appendices

1. Tendering
2. Threshold limits for authorising contracts and for tender action
3. Charges to licensees
4. The Protection of licensee's Intellectual Property Rights

1. INTRODUCTION

1.1 The commissioning of Levy research projects and support projects in the Nuclear Safety Studies programme follows common procedures in general. Any differences are described explicitly below. The general mainstream project initiation, management and evaluation procedures are given in the 'Science and Innovation Programme: Guide to Procedures'. Guidance on procurement of mainstream research is given in chapter 20 of the HSE Purchasing Manual and the same general principles apply.

2. CHOICE OF CONTRACTOR

2.1 When a PO wishes to contract work, they may consult with potential contractor(s), or seek a proposal from a particular contractor. In deciding which course of action to take, they should be aware that it is Government and HSE policy to place work by competitive tender whenever possible. Guidance on tendering is given in Appendix 1. If the potential contractor is one of the companies with which HSE has a framework agreement, then the appropriate procedure given below should be followed.

2.2 In choosing a contractor or potential contractors, the PO should consider the expertise and reputation of the organisations, their degree of independence from the licensees, and the ease of contacting (HSL and framework contractors have simplified arrangements). The hierarchy for support described in section 4.1 of the HSE mainstream procedures does not apply to NSD.

2.3 There is value in discussing work requirements with potential contractors before inviting them to submit proposals. In particular the PO needs to be satisfied that the contractor understands the technical requirements of the work to be done and has staff capable of and the equipment necessary for, undertaking the work.

2.4 HSE's choice of action can also be inhibited if, during such preliminary discussions, a contractor provides information or ideas to which they may claim Intellectual Property Rights (IPR). Such information cannot then form part of a specification put to tender or to another contractor.

2.5 Particular care is needed if the work is likely to result in continuing commercial advantage to the contractor, such as through the development of useful equipment. This applies equally to single and multiple tendering. In all cases the PO should carry out initial negotiations on a "without prejudice" basis, if necessary making it clear to potential contractors that HSE normally retains the rights to any intellectual property arising from the work it funds.

2.6 The PO shall not instruct contractors to proceed with work, even if approval to contract has been obtained, until the contractor has received their copy of the signed contract.

2.7 If the proposed work may be of interest to others within NSD, the PO should discuss it with them and, if possible, take their views and needs into account in formulating the proposal before submitting it for authorisation. Whilst opportunities for co-sponsorship of support work are unlikely to occur, POs should consider the possibility of co-sponsorship and its appropriateness in the circumstances.

Framework Support Agreements

2.8 HSE currently has Framework Agreements in place with a range of consultancy firms for the provision of support services. Details can be found in "Provision of technical support to HSE" on the "S&T Management info" bulletin board on the HSE intranet. As these Agreements resulted from competitive tender action, there is no need to put the individual projects out to tender. Where appropriate, these Agreements will be used when contracting work with any of these companies under the NSS Programme.

Consultants

2.9 Contracts where consultants are to be employed should be discussed with NSD 4B finance unit admin manager, who controls the budget for consultants.

3. PROJECT INITIATION

Project initiation for support

3.1 Having established the work to be done, and identified a suitable contractor, the PO shall complete an initiating form (see associated documents in section 6). An initiating form will be one of the following;

- HSL1 When the work is being undertaken by HSL
- TSO1 When the work is being undertaken by one of the contractors included in the HSE Framework agreement
- NSS1 for any other.

3.2 The agreement with HSL is described in the HSE/HSL Scientific and Technological Services Agreement 2002/05. Procedural information is contained in the Science & Innovation Guide to Procedures, chapter 4.

3.3 Having completed an initiating form, the PO should arrange for it to be countersigned at the appropriate level, by either the Unit Head or their Division Head. Appendix 2 gives details of the threshold limits for countersigning. The PO should then open a registered file in the NUC 56/ series and maintain this file. NUC 56/ series files are subdivided by contractor, and in some cases by topic. Files should be unrestricted wherever possible to comply with HSE policy.

3.4 Initiation forms should be submitted to NSD 4A together with a contractor's proposal and invoice schedule at least 10 days before the proposed start date.

Project initiation for levy research

3.5 This should in general only be done after the programme has been discussed with the licensees, endorsed by NuSAC SCR and approved by HSC at the start of the financial year. NSD 4A will provide guidance in exceptional circumstances. The normal timetable is given in G/RES/006. The appropriate initiation form is NSR1.

3.6 Initiation forms should be submitted to NSD 4A together with a contractor's proposal and invoice schedule at least 10 days before the proposed start date.

Initiation form completion

Charges to licensees

3.7 As the costs are recovered from the licensees, it is important that the PO identifies which licensees should be charged for the work when completing the NSR1, NSS1, TSO1 or HSL1 forms.

3.8 Appendix 3 gives guidance on how the charges for different categories of work should be apportioned and provides details of those licensees whom HSE can charge.

Contract value and tendering

3.9 See Appendices 1 and 2.

Start and finish dates

3.10 Projects should be let, in the first instance, for the time needed for the work specified to be completed, and should not be routinely, or annually, extended. It is possible to let contracts for more than one year, and in such cases periodic review points should be part of the specification to enable the performance of the project to be assessed, linked to a deliverable milestone where relevant, and changes to the scope considered. In general, contracts should not be for more than 3 years.

Classification and distribution of reports

3.11 The categories of restrictive marking affecting dissemination are given on the Intranet in Security Policy and Procedures, Document and Information Security. Guidance specific to nuclear matters is given by OCNS in "Finding a balance - Guidance on the sensitivity of nuclear and related information and its disclosure".

3.12 Guidance on the classification and dissemination of reports is given in G/RES/010. Although by agreement with the licensees, levy research reports are not placed on the HSE website, support reports that are of general interest and do not contain commercial or sensitive information should be placed on the HSE website, which will be arranged through NSD 4A.

Ethics

3.13 If the work involves the use of human volunteers or animals in experiments, then ethics committee clearance is required. Although the duty to obtain this clearance falls on the contractor, it is the PO's responsibility to ensure that clearance is obtained at the appropriate time. If the contractor does not have access to an ethics committee, then the HSE Ethics Committee can examine the proposal.

Surveys

3.14 If the work involves a survey of companies or individuals, Survey Control clearance from HSE management and assurance that good survey practice has been followed may be required. For further information see GAP 5 "Control of Statistical Surveys and Good Survey Practice".

Safeguards

3.15 If the work involves non-nuclear weapon states, or is part of a larger project which does, the PO should identify those countries involved on the initiating form. This information is required for an annual submission to the DTI under the Protocol additional to the UK / EURATOM / IAEA Safeguards Agreement.

Policy sensitive issues

3.16 If the work is likely to be politically sensitive or give rise to issues of policy, the PO should notify NSD 4A when requesting that the contract be let. If the significance of the work is recognised after it has begun, the PO should notify NSD 4A immediately. Guidance is given in G/RES/0013.

3.17 If the proposed work has unusual significance, for instance politically, financially, or in terms of other resources required, the contract request should be copied to the Chief Inspector. If the PO has a doubt as to whether or not this is appropriate, they should discuss the matter with their Unit Head and the head of NSD 4A. NSD 4A may decide to refer any proposal to the Chief Inspector.

Contractor's Invoice Schedules

3.18 These should detail when invoices can be expected and their estimated value. RPU will not be able to exchange contracts without this information. Invoices subsequently received which do not match the schedule will be disputed unless they are accompanied by a revised invoice schedule.

Action by NSD 4A

3.19 On receipt of an initiating form NSD 4A will ensure that all information has been completed in line with HSE's guidelines. The request will then be forwarded to HSE's Research Procurement Unit (RPU), who will then contract the work. RPU will contact the PO if additional technical information is needed.

3.20 Where single tender action is deemed appropriate, contracts are normally prepared and despatched within 5-10 days of the request being submitted to NSD 4A. How quickly the contract is agreed will also depend on how soon the contractor accepts and returns the signed contract to RPU.

3.21 RPU will send the PO (via NSD 4A) a copy of the contract once let. The PO can view the contract before being sent to the contractor, if wished. PO's should make this clear when forwarding the initiating form to NSD 4A. If, on receipt of a signed contract, the PO has a query, they should contact NSD 4A immediately.

4. CONTRACTUAL MATTERS

Terms and Conditions

4.1 A contract is a legal formally negotiated business agreement between HSE and an external organisation to supply goods and/or services at a specified cost over a specified time period. There is a standard form of the contract. PO's can instigate variations to a term in contract but only RPU can authorise them. The PO should act through NSD 4A.

4.2 It should be made clear to the contractor that the contract, and any special conditions mentioned in the covering letter, govern their activities within defined limits. Nothing should be done to contradict this unless it takes the form of a formal amendment to the contract between HSE (RPU) and the contractor.

4.3 Should a dispute arise between the PO and the contractor concerning any aspect of the contract, NSD 4A should be informed immediately.

Legal and Contractual Matters

4.4 There are a number of potential problem areas for all contracts where caution is needed. These are described in paragraphs 4.5 to 4.9.

Inadvertent Contracts

4.5 It is possible for a PO to unintentionally involve HSE in a contract, an action for which they do not have the required authority. The requirements in law are simple, and need not be in writing. Moreover, the fact that the PO does not have the authority to enter into a contract does not automatically lead to negation of the agreement. The Executive could be committed to a course of action which they had not approved formally. Auditors would consider this unacceptable, and the Directorate would suffer as a consequence.

4.6 Since contracts can be made orally, the PO should make clear to potential contractors that any initial discussions are informal, without prejudice, and that no agreement will exist until contracts have been formally exchanged.

Conflict of Interest / Independence

4.7 There are relatively few specialists working in the areas where NSD lets contracts. Should a PO believe that the selected contractor might be working for a licensee, positive action should be taken to clarify the matter, and the suitability of that contractor for the proposed work reconsidered.

Commercial Exploitation

4.8 It is possible that the results of a contract may be commercially exploitable. If the PO believes this to be the case they should inform NSD 4A, before the contract is let, so that HSE can ensure agreement on potential royalties, retention of Intellectual Property Rights (IPR) etc. to the work. See HSE policy for IPR of research or chapter 20 of the HSE procedures).

Protection of licensee's IPR

4.9 For some proposals it will be necessary to pass information obtained from licensees to the contractor. In such cases care has to be taken to protect the licensee's IPR. Appendix 4 gives advice on the steps necessary to do this and its provisions should be followed.

Contracts involving payment from the European Union (EU)

4.10 Before agreeing to HSE participation in a contract involving payment from the EU (or IAEA) to HSE (e.g. in a co-sponsored project), HSE's Solicitor and the Finance Unit (FINU) should check the contract and payment details. This should be done through with the Finance Unit through NSD Research Unit.

Types of contract

4.11 There are two main types of contract:

- Fixed price – one in which the price is not subject to any provision for variation. This type of contract is used where there is very little uncertainty in both the technical programme of work and the financial cost estimates. Therefore fixed price contracts should not require any additional work to be done.
- Limit of liability – one in which the contractor may not incur financial liability beyond that specified in the contract without prior approval of the customer. This type of contract is appropriate where, because of the nature of the work, there is uncertainty associated with project costs. Currently this is the most common type of contract used.

Modifying limit of liability contracts

4.12 Amendments can vary from a simple time extension to complex issues involving changes to the technical and financial details of the agreement. All requests for amendments must be routed through NSD4a who will arrange for the Research Procurement Unit (RPU) to make the necessary contractual changes.

4.13 PO's can request amendments to **time** only via e-mail to NSD4a. Amendments involving an increase in **cost** will require a formal contractor's proposal detailing the scope of the additional programme of work, timescale and additional value. It should be noted that extra funds are only made available for the contractor to undertake additional work that was not specified in the original contract/technical specification.

4.14 The PO and the NSD 4A should be satisfied with the case put forward by the contractor and that increased expenditure is justified before proceeding further. All amendments should be approved by the Unit or Division Head as appropriate to the revised total cost of the project (see Appendix 2).

4.15 Invoices over the contract limit cannot be authorised for payment without strong justification and formal amendment to the contract. Any potential overspend should be identified before it occurs, and if approved, the contract should be amended.

4.16 Where a contract has been let for a number of years without open tendering and its total value exceeds £50,000, NSD 4A may ask the PO to justify its continued letting without competitive tenders being sought. If this cannot be justified, the PO should proceed as for a new contract, including the existing contractor in the list of potential contractors. The PO should give the existing contractor fair warning of the decision to go out to tender.

Terminating a contract

4.17 A contract can be terminated where a breach of its provisions has occurred or where either party has decided not to continue (standard contract - Clause 13). In each case a period of notice has to be given. The licensees should also be consulted.

4.18 HSE will be required to reimburse the contractor for all expenditure on the contract up to the end of the period of notice. The PO will be required to authorise invoices for work up to that point and will be responsible for arranging recovery or disposal of any HSE assets associated with the contract.

4.19 Termination can be problematic and should be done with great care. The PO should discuss any plan to terminate a contract with NSD 4A before any action is taken with the contractor. Should a dispute arise between the PO and the contractor concerning any aspect of the project, NSD 4A should be informed immediately.

4.20 NSD 4A will take the necessary action to terminate the contract and authorise the appropriate letter to the contractor, after consulting others, such as RPU Contracts Manager or HSE Solicitors, as appropriate.

5. PAYMENT OF INVOICES

5.1 An invoice from the contractor for the work done will be received by RPU, who, after checking that the conditions under which payment becomes due (as stated in the contract) have been met, will forward it to NSD 4A to arrange for certification by the PO. The invoice should be returned to RPU (via NSD 4A) within 10 working days: if the PO is unable to do this, they should inform NSD 4A who will advise RPU of the reason for the delay.

5.2 Before certifying payment of the invoice, the PO should ensure that:

- the amount claimed is commensurate with the work done and that the work has been done to a satisfactory standard;
- the payment is consistent with the cost plan and work programme in the contract.

5.3 If satisfied that these conditions have been met, the PO should sign the invoice to certify payment, complete the associated progress report, and return it to NSD 4A for transmission to RPU. If, for any reason, the PO is unable to authorise payment, or there will be a delay in doing so, they should discuss the problem with NSD 4A or RPU.

5.4 NSD and RPU seek to comply with the Government's Prompt Payment Initiative, which requires that invoices are paid within 30 days of their date of issue, and PO's should ensure that invoices are dealt with promptly. Project Officers should be aware of the current guidance provided by HSE on the Prompt Payment Initiative, for further information see 'PEFD – A guide to best practice for the Prompt Payment of Supplier bills'. In particular the procedure for disputed invoices should be noted.

5.5 Delays in returning invoices also lead to difficulties in keeping financial information on projects up to date, and carry the danger of payments not being made within the appropriate financial year. This could possibly affect planned work and financial provision for the following year.

- For interim invoices, if the signed invoice, or an explanation for its non-return, has not been received in RPU within 10 working days of it having been referred to NSD 4A, RPU will authorise payment of the invoice.
- The invoice for the final payment under the contract should be certified by the PO.

6. RETENTION OF DOCUMENTS

6.1 Procurement documents should be retained for the same period as in the rest of HSE.

7. ASSOCIATED DOCUMENTS

7.1 Contract (standard format)

7.2 Forms

- HSL1 for support from HSL (Intranet/Forms/Inspection/Investigation)
- TS01 for support from a framework provider (Intranet/Forms/Inspection/Investigation)

- NSS1 for all other support (Intranet/Forms/Inspection/Investigation)
- NSR1 for levy research (Intranet/Forms/Inspection/Investigation)

7.3 GAP 5 Control of statistical surveys and good practice, on Intranet / Administration <http://www.hse.gov.uk/aboutus/procedures/gap5/index.htm>

7.4 G/RES/001 Policy relevant research and support

7.5 G/RES/006 Consultation, auditing and reporting arrangements

7.6 G/RES/009 Monitoring research and support projects

7.7 G/RES/010 Distribution and dissemination of research and support reports and committee papers

7.8 HSE Research Intellectual property policy statement and exploitation plan <http://www.hse.gov.uk/research/iprights.pdf>

7.9 HSE/HSL Scientific and Technological Services Agreement 2002/05 on the S & T Management Info Bulletin Board on the Intranet

7.10 HSE PEFD A guide to best practice for the Prompt Payment of Supplier Bills http://intranet/finance/finu-prg/pefd_best_practice/bestpr-2.pdf

7.11 HSE Purchasing manual, commissioning of mainstream research <http://intranet/science/research/commissioning.htm>

7.12 HSE Research Ethics Committee <http://www.hse.gov.uk/research/ethics/index.htm>

7.13 HSE Science and Innovation Programme: Guide to Procedures http://intranet/science/mainstream_st_proc/index.htm

7.14 HSE Security Policy and Procedures / Document and Information Security <http://intranet/security/information.htm>

7.15 HSE Standard Contract

7.16 OCNS - 'Finding a balance - Guidance on the sensitivity of nuclear and related information and its disclosure' http://www.dti.gov.uk/energy/nuclear/safety/disclosure_guidance.pdf

APPENDIX 1 TENDERING

Introduction

For HSE guidance see Ch 3 Science & Innovation Guide to Procedures.

HSE is aware of the importance of obtaining value for money in relation to the goods and services it buys, and expects Directorates to use effective purchasing techniques, such as tendering, with this aim firmly in mind. Another advantage of tendering is that it can help identify new contractors, or give a wider range of contractors the opportunity to participate in the programme. EU Directives on public purchasing require HSE to open the tendering process throughout the EU where the total cost of a project exceeds a threshold value.

Single Tendering

The use of single tendering for the selection of contractors to carry out support work can be justified with reference to the criteria given in paragraphs 3.25 of the Guide to procedures.

Where single tender action is contemplated for contracts worth more than £20,000, the PO should present a case to NSD 4A, with the project initiation form, giving the reason(s) why this action is considered appropriate.

Multiple Tendering

In cases where single tender action is not justified, or a wider choice of potential contractors is desirable, multiple tendering should be used. Tendering is expensive for both parties and should not be used to test the market - there should be an intention to proceed. Should it be necessary to change the specification significantly after tenders have been invited, the process should start again. Given these caveats, the use of multiple tendering will have advantages in some cases, both in economic terms and also in developing ideas into practical work. The tendering process is described in the HSE mainstream Guide to procedures paragraphs 3.26 – 3.39.

APPENDIX 2 THRESHOLD LIMITS FOR AUTHORISING CONTRACTS AND FOR TENDER ACTION

NSD procedures for NSS

Value of contract	Project initiation form to be countersigned by
< £20,000	Unit Head
> £20,000	Division Head

Contracts costing **£20,000** or more in one year, or over **£50,000** in total, will normally be let by competitive tender, unless an acceptable case for single tender action is made when submitting the project initiation form.

There are no comparable limits for levy research projects, as authorisation is effectively given by HSC.

EU limits for competitive tender

For support, where expenditure is likely to exceed a financial threshold the requirement must be advertised in the Supplement to the Official Journal of the European Communities (OJEC) by means of a Contract Notice in a specific standard format. The current (2004) financial threshold for Services (which includes technical support but not research), which is reviewed every one or two years, is £153,376 (SDR200,000).

For HSE Purchasing Manual guidance on the European Procurement Directives see http://intranet/buying/hse_purch_man/vol2/chap19.htm

For Office of Government Commerce guidance see <http://www.ogc.gov.uk/>

For the latest OGC guidance on thresholds see <http://www.ogc.gov.uk/index.asp?id=397>

However research and development services are exempt from European Procurement Regulations if the work is intended to benefit the industry as much as HSE. The exemption does not apply where:

- the results accrue exclusively to HSE; and
- the work is paid for totally by HSE.

Research and Development Services have a threshold of £129,462 (200,000) since they were not covered by the World Trade Organisation (WTO) Government Procurement Agreement (GPA).

APPENDIX 3 CHARGES TO LICENSEES

The following guidance applies to the allocation of charges:

- If the work relates to a specific site, such as the assessment of a Safety Case, the total cost of the work should be charged to the licensee concerned, even though the results may be of use with other licensees.
- If the work is specific to a reactor system, the appropriate licensees should be charged.
- If the work is generic, non-site specific, and of relevance to more than one licensee, the costs should be shared between the appropriate licensees.
- The following general categories may be useful in deciding which licensees should be charged, and how much.
- If none of the categories are applicable, the PO should apportion the costs as appropriate. A list of licensees (and sites) who can be charged for work done under the NSS Programme can be found below.
- Although legally all licensees can be levied for research, in practice arrangements are only in place with the reactor licensees, so the only categories available for levy research are 1, 4, 5, 6, 7 and 10.

Licensees charges 2004/05

Category No.	Description	Licensees to be charged				
1	Reactor-based generic work across the major Licensees	BNFL Magnox	BEGL	BEG (UK) L	BNFL	
		21.80%	54.90%	18.40%	4.90%	
2	BNFL-related nuclear chemical plant work	BNFL				
		100%				
3	General decommissioning work	BNFL Magnox	UKAEA	BNFL	BEGL	BEG (UK) L
		25%	40%	25%	5%	5%
4	AGR work	BEG (UK) L				
		100.00%				
5	Gas-cooled reactors	BNFL Magnox	BEGL	BEG (UK) L	BNFL	
		23.70%	51%	20.10%	5.20%	
6	Magnox work	BNFL Magnox	BNFL			
		82.00%	18%			
7	PWR work	BEGL				
		100%				
8	UKAEA work	UKAEA				
		100%				
9	Amersham International work	Amersham Int.				
		100%				
10	Other					
NSS1 and HSL1 forms to show charge categories 1 - 10						
NSR1 form to show charge categories 1, 4, 5, 6, 7 and 10 only						

Licensees 2004/5 Chargeable under the Nuclear Safety Studies Programme

British Energy Generation Ltd (Nuclear Electric)
British Energy Generation (UK) Ltd (Scottish Nuclear)
Magnox Electric
UKAEA
Amersham plc
Devonport Royal Dockyard
Rosyth Royal Dockyard
AWE plc

BNFL

(BNFL Sites Are Invoiced Separately)

BNFL Sellafield
BNFL Springfields
BNFL Hunterston A
BNFL Capenhurst
BNFL Chapelcross
BNFL Trawsfynydd
BNFL Berkeley
BNFL- Calderhall

ICI Chemicals
Imperial College
NIREX
Rolls Royce Marine Power (Manufacturing)
Rolls Royce Marine Power (Reactor)
Scottish Universities
Urenco
BAe Systems Marine Ltd

APPENDIX 4 THE PROTECTION OF LICENSEES' INTELLECTUAL PROPERTY RIGHTS (IPR) DURING THE COURSE OF NSS CONTRACTS

Introduction

When placing contracts it is often necessary to provide contractors with information or documents relating to a licensee which are of commercial value. It is essential that licensee's Intellectual Property Rights (IPR) are protected. Advice from the HSE solicitor is given in G-RES-010 Appendix 1. This covers the conditions in the standard contract and the legislation.

Caveats already exist within the standard contract to prevent the contractor using any information or document received for any purpose other than the work that is being contracted. Similar caveats exist to prevent the contractor divulging any information or documentation received to a third party unless required to do so under the terms of the contract.

Notwithstanding these caveats, there may still be situations which arise where the contractor could obtain commercial advantage from the information received to carry out the contract. It is therefore necessary for the PO to take specific action to prevent the licensees' IPR being exploited by outside bodies.

Action by the PO

There are primarily two courses of action which the PO needs to follow:

- In managing a contract, only provide the contractor with that information which is pertinent and necessary for them to carry out the contract.
- Inform the appropriate licensee(s) of the intention to place the contract, the name of the contractor and the reports to be disclosed. A list of contact points for the licensees is provided in Table 1 below. The licensees have two weeks to raise any objections before the contract is placed (N.B. This does not mean that the licensee can dictate who should do the work, as they can only object on strong commercial grounds).

Any objections raised should be referred to NSD 4A, who will attempt to resolve the problem on the PO's behalf, by, for example:

- assessing the validity of the licensees' objection;
- examining if the information to be provided can be censored;
- considering the possibility of using alternative suitable contractors.

If the contract affects more than one licensee's IPR, then all licensees concerned need to be contacted. Clearly if the contracts are of a generic nature, and no information or documentation has to be provided, then IPR is not at risk and the licensees need not be contacted.

If the PO wishes to pass to a support contractor a levy or licensee research report obtained under the research arrangements, the agreement with the licensees is given in Licensee Guidance Note 6, copied in G/RES/010 Appendix 2. If the contract is to assess a reactor licensee's safety case, the reactor licensees should be informed, but it is not necessary to obtain their agreement.

Table 1: List of Licensee Contact Points

Licensee	Contact	Address
BNFL Magnox Electric	Mr H G Munro Technical Strategy	Building B12 Berkeley Technology Centre

	Manager	Berkeley Gloucestershire GL13 9PB
British Energy Generation Ltd	Safety Research Division (SRD)	Barnett Way Barnwood Gloucestershire GL4 7RS
British Energy Generation (UK) Ltd	Mr M Harrison	Barnett Way Barnwood Gloucestershire GL4 7RS
BNFL	Issuing Officer of relevant report - identified on report	Appropriate BNFL site

Draft Letter Informing Licensees of Intention to Place a Support Contract

To the licensee contact point

Proposed Nuclear Safety Studies Contract

NSD intend to place a Nuclear Safety Studies contract with [Contractor's name] to carry out work upon the [Title of Contract, e.g. C&I aspects of your new plant]. The reports that we intend to provide the contractor with are as follows:

<i>Report Number</i>	<i>Report Title</i>	<i>Report Author</i>	<i>Report Date</i>
----------------------	---------------------	----------------------	--------------------

Can you please inform me within 14 days whether you have any commercial objections to the choice of this contractor for this work.

Yours sincerely

A Project Officer

N.B. NII letters dealing with research and support should not carry a Unique Number.