



National Audit Office

NAO Purchase Order Terms and Conditions

1 Introduction

The Order is issued subject to these Conditions, which govern both the Order and all business dealings between the National Audit Office and the Supplier relating to the Order. The National Audit Office Order Number must be quoted on all communications in connection with the Order. Failure to do so may result in delayed processing, acceptance and payment.

2 Correspondence

All correspondence relating to the Order except invoices covered by 3 below must be addressed to the National Audit Office at the address set out in the Order.

3 Invoices

All invoices must:

- 3.1 bear the Order number plus any additional number allocated;
- 3.2 quote your VAT registration number; and
- 3.3 be sent to Accounts Payable, Finance, National Audit Office at 157 – 197 Buckingham Palace Road, London SW1W 9SP.

Email: **invoices@nao.gov.uk**

4 Definitions

In this Contract:

'Applicable Laws' means all applicable laws, statutes, regulations and codes from time to time in force.

NAO' means the National Audit Office, a body corporate created pursuant to Section 20 of the Budget Responsibility and National Audit Act 2011;

'Anti-slavery Policy' means the NAO's anti-slavery policy as notified to you from time to time;

'Conditions' means these terms and conditions for the purchase of the Deliverables;

'Confidential Information' means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential

(however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, IPR and know-how of either Party and all personal data and sensitive personal data within the meaning of the DPA;

'Contract' shall mean the contract concluded by commencement of work under the Order or, if earlier, any acceptance of the Order communicated by you to the NAO (whether in writing, orally or otherwise), whose terms shall comprise these Conditions;

'Data Controller' has the meaning given to 'Data Controller', or 'Controller' as appropriate, in the Data Protection Laws;

- I. 'Data Breach' means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed;
- II. 'Data Processor' has the meaning given to 'Data Processor', or 'Processor' as appropriate, in the Data Protection Laws;
- III. 'Data Processing Table' the table outlining the processing of Personal Data under the Contract contained in the Order and as amended from time to time in accordance with clause 16.3.15;
- IV. 'Data Protection Laws' means any and all laws, statutes, enactments, orders or regulations or other similar instruments of general application and any other rules, instruments or provisions in force from time to time relating to the processing of personal data and privacy applicable to the performance of this Agreement, including where applicable the Data Protection Act 2018, the Data Protection Bill, the Regulation of Investigatory Powers Act 2000, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and the GDPR (Regulation (EU) 2016/679), as amended or superseded;

'Deliverables' shall mean any services or goods or materials provided pursuant to the Order;

'Force Majeure' shall mean any event or occurrence which is outside the reasonable control of either party including (but not limited to) governmental regulations, fire, flood or any disaster;

'GDPR' means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing directive 95/46/EC as updated, superseded or repealed from the time to time;

'IPR' means all present and future patents, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off;

'Order' shall mean the purchase order and the service specification

'Personal Data' shall have the same meaning as set out in the Data Protection Act 2018 or the EU General Data Protection Regulation (Regulation EU 2016/679) when in force;

'Regulations' means the Public Contracts Regulations 2015.

'Sub-Contract' means a contract between two or more suppliers, at any stage of remoteness from the NAO in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this agreement.

'you' or **'your'** shall mean the person or body appearing against the word **'Supplier'** on the front of the Order.

The headings used in these Conditions are for convenience and reference only and shall not affect their interpretation.

5 Delivery Title and Risk

- 5.1 You must deliver the Deliverables, together, in the case of goods or materials, with a detailed delivery note quoting an Order number, by the date specified in the Order or, if none, by any reasonable time specified by the NAO. If stated in the Order, time shall be of the essence with regard to dates specified by the NAO for the supply of Deliverables.
- 5.2 Title in the Deliverables shall vest in the NAO upon delivery or upon payment by the NAO of the price for those deliverables, if earlier.
- 5.3 Risk in Deliverables shall remain with you until the Deliverables are delivered to the NAO and signed for as accepted by an authorised signatory of the NAO provided that if the Deliverables are subsequently rejected by the NAO for any reason whatsoever (whether or not the NAO is entitled to do so in accordance with these Conditions) and the NAO gives you notice of such rejection, then risk in the Deliverables shall pass back to you forthwith.
- 5.4 If at any time deliveries under this Contract are suspended due to the happening of a force Majeure event, then, without prejudice to its rights of termination or cancellation under clauses 20 and 21, the NAO may at its

discretion postpone delivery of the Deliverables for the period of suspension or such longer period as the NAO may require, in which event the NAO's payment obligations shall be postponed for the equivalent length of time.

6 Specification

- 6.1 The NAO is relying on your skill and judgment to, as appropriate depending on the nature of the Deliverables, select and/or provide it with suitable materials or perform services satisfactorily and in either event in accordance with the Order.
- 6.2 You shall comply with Applicable Laws concerning the production, packaging and delivery of any goods or materials and/or the performance of any services.
- 6.3 You shall at all times comply with all reasonable instructions and directions of the NAO given in connection with the Order.
- 6.4 You warrant that the Deliverables will be produced or provided by appropriately qualified and trained personnel, who shall act with due competence, care and diligence and that any services that are part of the Deliverables will be provided in accordance with best practice in your industry and to such high standard of quality as it is reasonable of the NAO to expect in the circumstances.
- 6.5 You warrant that the Deliverables will be of satisfactory quality, free from defects and fit for the purposes for which they are required by the NAO and all Deliverables will comply in every respect with all specifications, designs or requirements provided or whether notified by the NAO to you.

7 Rights

- 7.1 You warrant that the Deliverables will be original and will not infringe any third party's IPR or be in any other way contrary to law or any relevant regulatory code. In the case of pre-existing works bought in by you and supplied as part of the Deliverables you will procure at your expense that the NAO is granted a worldwide licence to use such works for all purposes for the full terms of the relevant IPR.. You shall indemnify the NAO against all Losses arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any IPR by the availability of the Deliverables, except to the extent that they have been caused by the NAO'S acts or omissions.

8 Ownership of IPR in deliverables

- 8.1 Except in the case of pre-existing IPR which may be supplied as part of the Deliverables and where consent to include such IPR has been obtained from the NAO and except where otherwise stated in the Order, the NAO shall be the owner of any and all IPR in the Deliverables and you hereby assign, by way of future assignment, such IPR upon delivery or payment of the price of the Deliverables, whichever first occurs, and, unless otherwise specified overleaf, you agree to deliver the same to the NAO and do all such things required by the NAO to effect

the assignment when so requested at no further charge.

9 Packaging

- 9.1 All Deliverables must be packed securely so as to be delivered to the NAO in perfect condition and, without prejudice to this, in the event that the Deliverables are not delivered in good condition it shall be deemed that they were not packed in accordance with this provision.
- 9.2 Packaging material shall be supplied free of charge and shall not be returnable unless the NAO has so agreed in writing prior to the time of delivery provided this does not conflict with any of the NAO's duties under applicable UK waste regulations.
- 9.3 Packaging shall be in accordance with any requirements specified from time to time by the NAO and all Deliverables supplied shall carry such information as is specified by the NAO.
- 9.4 Unless specifically stated on the front of the Order, the NAO shall not be required to retain packaging material and may return or reject Deliverables in accordance with these conditions whether or not it retains such packaging.

10 Safe Custody

- 10.1 You shall take good care of all Deliverables and any items entrusted to you by the NAO, identify all such items as the NAO's and return them to the NAO on demand.

11 Prices and payment

- 11.1 All prices specified in the Order by the NAO are and shall remain fixed and, unless provision for variation of prices is expressly stated on the front sheet of the Order form, no variation is permitted. Unless agreed otherwise and stated on the front of the Order all expenses and disbursements are included within the price stated.
- 11.2 The benefit of all commissions, discounts, volume and other rebates must be passed on to the NAO.
- 11.3 Unless otherwise stated on the front of the Order, you may not issue any invoice under the Contract until all Deliverables have been delivered to the NAO under this Contract.
- 11.4 Where you submit an invoice to the NAO in accordance with Clause 11.3, the NAO will consider and verify that invoice in a timely fashion.
- 11.5 Where the NAO fails to comply with Clause 11.4, and there is an undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of Clause 11.6 14

days after the date on which it is received by the Authority.

11.6 The NAO shall pay all undisputed invoices within thirty (30) days of receipt. Payment shall be made by means of BACS transfer to the bank account notified by you, the Supplier.

11.7 Where you enter into a Sub-Contract, you shall include in that Sub-Contract:

11.7.1 provisions having the same effect as Clauses 11.4 to 11.10 of this Contract; and

11.7.2 a provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as Clauses 11.4 to 11.10 of this Contract.

11.8 Where any party disputes any sum to be paid by it then, provided that the sum has been disputed in good faith, no interest shall accrue on any sums in dispute until 21 calendar days after the dispute has been resolved to the satisfaction of both parties..

11.9 The NAO may retain or set off any sums owed to it by you which have fallen due and payable against any sums due to you under this Contract or any other agreement pursuant to which you provides goods or services to the NAO.

11.10 You shall make any payments due to the NAO without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise, unless you have a valid court order requiring an amount equal to such deduction to be paid by the NAO to you.

12 Indemnities

12.1 You undertake to indemnify and hold harmless the NAO, its clients and their respective assigns and licensees, from and against all and any costs (including without limitation legal costs), claims, expenses, actions, proceedings or damages incurred or suffered by them or any of their employees, agents or contractors as a result of any breach or alleged breach of your obligations, warranties, agreements and undertakings in this Contract. Your aggregate liability to the NAO in respect of any loss, damage, liability or expense suffered by the NAO in relation to the Deliverables shall not exceed 200% of the fees paid by the NAO for the Deliverables.

12.2 However, any limit of liability shall not apply in respect of any death or personal injury caused by your negligence, any fraud or fraudulent misrepresentation

committed by you or any breach of clauses 7.1 or 24.

13 Confidentiality

- 13.1 You acknowledge that the Order and its subject matter are confidential to the NAO and shall not be disclosed or publicised to any third party by you for any reason without the NAO's express prior written consent.
- 13.2 You undertake not to use the name, logo, trademarks or other identity of the NAO (or any client of the NAO for whom the Deliverables are to be supplied) for any advertising or publicity purposes or otherwise without the NAO's express prior written consent.
- 13.3 You shall not without the NAO's express prior written consent copy, publicise or make available to any third party any Confidential Information supplied by the NAO of the purposes of the Order.

14 Freedom on Information and Environmental Regulations

- 14.1 You acknowledge that the NAO is subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and any subordinate legislation made under this Act and the Environmental Information Regulations 2004 ("EIR") and any subordinate legislation made under this Act and shall assist and co- operate with the NAO (at your expense) to enable the NAO to comply with these requirements.
- 14.2 If you are subject to FOIA and/or EIR and you receive a request for information in respect of the Contract you shall notify the NAO within 2 working days and seek the views of the NAO before responding to any such request for information.
- 14.3 In respect of any request for information received by the NAO in respect of the Contract, The NAO shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA. Notwithstanding any other term of this Contract, you hereby give your consent for the NAO to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.
- 14.4 In respect of any request for information received by the NAO in respect of the Contract, the NAO may consult with you to inform its decision regarding any exemptions but the NAO shall have the final decision in its absolute discretion.

15 Anti-Slavery and Human Trafficking Laws and Policies

- 15.1 In performing your obligations under the Contract, you shall:
 - 15.1.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern

Slavery Act 2015;

- 15.1.2 comply with the Anti-slavery Policy;
- 15.1.3 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and
- 15.1.4 include in your contracts with your direct subcontractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause

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- 15.2 You shall indemnify the NAO, its clients and their respective assigns and licensees, from and against all and any costs (including without limitation legal costs), claims, expenses, actions, proceedings or damages incurred or suffered by them or any of their employees, agents or contractors as a result of any breach by you of the Anti-slavery Policy.
- 15.3 The NAO may terminate this Contract with immediate effect by giving written notice to you if you commit a breach of the Anti-slavery Policy.

16 Data protection

- 16.1 Where you, pursuant to this Contract, process Personal Data on behalf of the NAO, you acknowledge that the NAO is the Data Controller and the owner of such Personal Data, and that you are the Data Processor.
- 16.2 You warrant that you have complied, and shall continue to comply, with the requirements of the applicable Data Protection Laws and all other data protection legislation in any jurisdiction relevant to the exercise of your rights or the performance of your obligations under this Contract
- 16.3 . In respect of any Personal Data to be processed by the you pursuant to this Contract for which the NAO is Data Controller, the Data Processor shall:
 - 16.3.1 have in place and at all times maintain appropriate technical and organisational measures in such a manner as is designed to ensure the protection of the rights of the data subject and to ensure a level of security appropriate to the risk and shall implement any reasonable security measures as requested by the NAO from time to time;
 - 16.3.2 not engage any sub-processor without the prior specific or general written authorisation of the NAO (and in the case of general written authorisation; the Data Processor shall

inform the NAO of any intended changes concerning the addition or replacement of other processors and the NAO shall have the right to object to such changes);

- 16.3.3 ensure that each of the Data Processor's employees, agents, consultants, subcontractors and sub-processors are made aware of the Data Processor's obligations under this clause 16 and enter into binding obligations with the Data Processor to maintain the levels of security and protection required under this Schedule. The Data Processor shall ensure that the terms of this Schedule are incorporated into each agreement with any sub-processor, subcontractor, agent or consultant to the effect that the sub-processor, subcontractor, agent or consultant shall be obligated to act at all times in accordance with duties and obligations of the Data Processor under this clause 16. The Data Processor shall at all times be and remain liable to the NAO for any failure of any employee, agent, consultant, subcontractor or sub-processor to act in accordance with the duties and obligations of the Data Processor under this clause 16;
- 16.3.4 process that Personal Data only on behalf of the NAO in accordance with the NAO's instructions and to perform its obligations under this Contract or other documented instructions and for no other purpose save to the limited extent required by law;
- 16.3.5 (at no additional cost to the NAO) within 7 days following the end of the term of this Contract, deliver to the NAO (in such format as the NAO may require) a full and complete copy of all Personal Data, and, following confirmation of receipt from the NAO, permanently remove the Personal Data (and copies) from the Data Processor's systems, and the Data Processor shall certify to the NAO that it has complied with these requirements, and such Personal Data shall remain confidential in perpetuity;
- 16.3.6 ensure that all persons authorised to access the Personal Data are subject to obligations of confidentiality and receive training to ensure compliance with this Contract and the Data Protection Laws;
- 16.3.7 make available to the NAO all information necessary to demonstrate compliance with the obligations laid out in Article 28 of GDPR and this clause 16 and allow for and contribute to audits, including inspections, conducted by

the NAO or another auditor mandated by the NAO, of the Data Processor's data processing facilities, procedures and documentation (and the facilities, procedures and documentation of any sub-processors) in order to ascertain compliance with this clause 16:

- 16.3.8 within 5 working days of request by the client and, following any such audit, without prejudice to any other rights of the NAO, the Data Processor shall implement such measures which the NAO considers reasonably necessary to achieve compliance with the Data Processor's obligations under this Schedule; provided that, in respect of this provision the Data Processor shall immediately inform the NAO if, in its opinion, an instruction infringes Data Protection Laws;
- 16.3.9 taking into account the nature of the processing, provide assistance to the NAO, within such timescales as the NAO may require from time to time, in connection with the fulfilment of the NAO's obligation as Data Controller to respond to requests for the exercise of data subjects' rights pursuant to Chapter III of the GDPR to the extent applicable;
- 16.3.10 provide the NAO with assistance in ensuring compliance with articles 32 to 36 (inclusive) of the GDPR (concerning security of processing, data breach notification, communication of a personal data breach to the data subject, data protection impact assessments, and prior consultation with supervisory authorities) to the extent applicable to the NAO, taking into account the nature of the processing and the information available to the Data Processor;
- 16.3.11 (at no additional cost to the NAO) deal promptly and properly with all enquiries or requests from the NAO relating to the Personal Data and the data processing activities, promptly provide to the NAO in such form as the NAO may request, a copy of any Personal Data requested by the NAO;
- 16.3.12 (at no additional cost to the NAO) assist the NAO (where requested by the NAO) in connection with any regulatory or law enforcement authority audit, investigation or enforcement action in respect of the Personal Data;
- 16.3.13 immediately notify the NAO in writing about:
 - (a) any Data Breach or any accidental loss,

disclosure or unauthorised access of which the Data Processor becomes aware in respect of Personal Data that it processes on behalf of the NAO;

(b) any request for disclosure of the Personal Data by a law enforcement authority (unless otherwise prohibited);

(c) any access request or complaint received directly from a data subject (without responding other than to acknowledge receipt).

16.3.14 maintain a record of your processing activities in accordance with Article 30 of the GDPR;

16.3.15 process Personal Data only in accordance with the details set out in the Data Processing Table as amended by the NAO by notice in writing (acting reasonably) from time to time to reflect changes to the Deliverables or the way in which they are delivered; and

16.3.16 indemnify the NAO against all liabilities, claims, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the NAO or for which it may become liable as a result of or in connection with any failure of the Data Processor, its employees, agents, consultants, subcontractors or sub-processors to comply with this clause 16.

16.4 In respect of any Personal Data to be processed by a party acting as Data Processor pursuant to this Agreement for which the other party is Data Controller, the Data Processor shall not transfer the Personal Data outside the EEA or to an international organisation without:

16.4.1 obtaining the written permission of the Data Controller;

16.4.2 ensuring appropriate levels of protection, including any appropriate safeguards if required, are in place for the Personal Data in accordance with the Data Protection Laws;

16.4.3 notifying the Data Controller of the protections and appropriate safeguards in clause 16.4.2 above;

16.4.4 documenting and evidencing the protections and appropriate safeguards in clause 16.4.2 above and allowing the Data Controller access to any relevant documents and evidence.

17 Rejection of deliverables

17.1 Notwithstanding any deemed acceptance of Deliverables and without prejudice to its statutory or common law rights, the NAO shall be entitled (acting reasonably) to reject any Deliverables before or after delivery if the same do not confirm to sample or are defective in workmanship or otherwise not of satisfactory quality, not fit for their purpose or not in accordance with the Order or any drawings or specifications supplied by the NAO.

17.2 Where so rejected:

17.2.1 such Deliverables shall after notice thereof to you be held by the NAO at your sole risk and expense until you shall collect the same;

17.2.2 the NAO may terminate the Contract forthwith; and

17.2.3 you will repay in full to the NAO whatever has already been paid to you in that regard unless the NAO agrees in writing to allow you to arrange prompt correction, completion or replacement of any Deliverables to the NAO's satisfaction at your own expense (including transportation charges).

18 Insurance

18.1 Subject to Applicable Laws, you agree that the risk of damage or injury to property or to third parties in the course of performance of the Contract in any part of the world (including the risk of loss or damage in transit to any of the Deliverables in your possession or control, third party risks and employer's liability insurance (or similar) in respect of all employees, agents, representatives and sub-contractors of yours who shall at your request or directions be on the NAO's premises or elsewhere at any time for or in connection with the provision of the Deliverables) shall be yours.

18.2 For the duration of the Order you shall maintain in force with a reputable insurance company, appropriate insurance cover to reflect your potential liabilities under this Contract. On the NAO's request, you shall produce both the insurance certificate giving details of cover and the receipt for the current year's premium.

18.3 In the event that the terms of the Order conflict with clause 18.2, the terms of the order shall prevail.

19 Assignment and sub-contracting

- 19.1 You may not assign or Sub-Contract any of your rights or obligations under the Contract without the prior written consent of the NAO.
- 19.2 Any sub-contract awarded by you must contain the provisions required by clauses 11.7 and 16.3.3.

20 Termination

- 20.1 Without prejudice to its other rights the NAO shall have the right to cancel the Order and to terminate the Contract if:
- 20.1.1 you commit a breach of this Contract and (if the breach is remediable) fail to remedy the breach within 7 days of written notice to do so; or
- 20.1.2 you become insolvent, bankrupt, enter into liquidation, enter into a voluntary arrangement, appoint a receiver or such similar event save for the purposes of a solvent reconstruction or amalgamation.

21 Cancellation or interruption

- 21.1 The Order may be cancelled by the NAO at any time prior to the NAO's acceptance of all the Deliverables, upon one month written notice to you. In such event, the NAO will pay you, in lieu of the price specified on the front of the Order, the direct non-cancellable costs incurred up to that point by you and any direct non-cancellable costs committed to the performance of your obligations hereunder prior to such cancellation provided, however, that the total amount of such costs shall not exceed the price specified on the Order. The NAO will not be responsible to you for any cancellation fees or penalties unless provided for on the Order or in a separate written agreement in respect of the Order signed by NAO and you.
- 21.2 Should the NAO or its clients be effected by a Force Majeure event, the NAO may, without incurring any additional liability to you, serve notice on you identifying the relevant event and anticipated delay and altering the date or dates for delivery of the Deliverables until the event or circumstances causing the stoppage, interruption or restriction have ceased. If delivery or performance has been suspended for any such reason the NAO shall not be liable to make any payment to you until the Deliverables are supplied. If such Force Majeure event continues for a period in excess of 2 months, either party may terminate the Agreement by notice in writing with immediate effect.

22 Security of information

- 22.1 You shall comply with, and shall ensure that your Staff comply with, the provisions of:
- 22.1.1 the Official Secrets Acts 1911 to 1989;

22.1.2 the Security Policy Framework published by the Cabinet Office; and

22.1.3 Section 182 of the Finance Act 1989.

22.2 In the event that you or your Staff fail to comply with this clause, the NAO reserves the right to terminate the Contract by giving notice in writing.

23 Governing terms, law and jurisdiction

23.1 The terms included in the Order and these Conditions, and no other terms, shall govern the Contract and shall prevail over any other terms or conditions referred to orally or in correspondence between the NAO and you unless the NAO and you have negotiated other contract terms under the contract reference number printed on the Order in which case these shall prevail.

23.2 The terms of this Contract shall be interpreted in all respects in accordance with English law and the parties submit to the non-exclusive jurisdiction of the English courts in all matters pertaining thereto.

23.3 Upon termination of this Contract for whatsoever reason clauses 1, 4, 5, 7, 8, 12, 13, 14, 15, 16, 17, 18, 21 and 22 shall continue to apply between the parties.

24 Other provisions

24.1 All notices, orders and instructions provided to you under the Order shall be regarded as properly served if sent by hand, post, fax or email to you at your address on the front of the Order.

24.2 All waivers and variations of this Contract must be in writing and signed by both parties.

24.3 If a provision, or part of a provision, is found to be illegal or unenforceable, the remainder of this Contract shall continue in effect to the maximum possible extent.

24.4 Only these Conditions apply to this Contract. No other Conditions which you seek to impose or which may be implied by a course of dealing shall apply.

24.5 You shall do nothing to incur or that would cause the NAO to incur any liability under the Bribery Act 2010 and shall comply with the NAO's ethics and anti-bribery policies.

24.6 Any provision within these Conditions granting rights or privileges to the NAO shall be construed as granting those rights and privileges jointly to the NAO and to the Comptroller and Auditor General (each of whom may exercise or enforce them) but to no other third party.

