NSI Clause

## **NSI Act** shall mean the National Security and Investment Act 2021 as amended or replaced from time to time

## **NSI Notice or Order** shall mean a notice or order from the Secretary of State under the NSI Act in relation to an entity or asset connected with this Agreement

## If any Party receives an NSI Notice or Order they shall notify the other Party(ies) in writing as soon as reasonably practicable and, to the extent they are legally able to do so, shall include details of the NSI Notice or Order in such notice.

## Each Party shall (i) comply with all directly applicable provisions of any NSI Notice or Order and (ii) on request of any other Party(ies) provide reasonable assistance to such other Party(ies) in connection with compliance with any NSI Notice or Order.

## Where compliance with an NSI Notice or Order necessitates amendment of this Agreement (including without limitation the withdrawal of a Party or termination of part of the Agreement), the Parties shall in good faith negotiate an appropriate amendment. If the Parties fail to agree such an amendment within the time period stated in the relevant NSI Notice or Order (or where no time period for compliance is stated in the relevant NSI Notice or Order within 28 days of the date of the relevant NSI Notice or Order) this Agreement shall terminate automatically.

## Where compliance with an NSI Notice or Order cannot be achieved by amending this Agreement, this Agreement shall terminate automatically (i) as required by the relevant NSI Notice or Order or (ii) in the absence of specific provision for termination in the relevant NSI Notice or Order, with immediate effect.

## In the event of termination under clause 1.3 or 1.4, the provisions of clause [XX] shall apply.

## Notwithstanding any other provision of this Agreement, any Party that fails to make a mandatory notification as required by the NSI Act shall reimburse all costs and losses incurred by the other Party(ies) as a result of such failure (including without limitation all costs and losses associated with related NSI Notices and Orders and the amendment and termination of this Agreement).

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