

**Date**

**2023**

**FORM OF AGREEMENT**

**Incorporating the NEC4 Professional Services Contract June 2017 incorporating  
amendments January 2019 and October 2020**

**Between**

**GOVERNMENT PROPERTY AGENCY (an Executive Agency of the Cabinet Office)**

**And**

**TETRA TECH LIMITED**

**For the provision of**

**SPECIALIST SERVICES**

**THIS AGREEMENT BY DEED is made the 16 day of October 2023**

**PARTIES:**

1. **The Government Property Agency** (on behalf of the Minister for the Cabinet Office on behalf of the Crown represented by the Government Property Agency) of 23 Stephenson Street (9th floor) Birmingham, B2 4BH (the "**Client**"); and
2. **Tetra Tech Limited** which is a company incorporated in and in accordance with the laws of England (Company No. 01959704 whose registered office address is at 3 Sovereign Square, Sovereign Street, Leeds, England, LS1 4ER (the "**Consultant**").

**BACKGROUND**

- (A) The Minister for the Cabinet Office (the "**Cabinet Office**") as represented by Crown Commercial Service, a trading fund of the Cabinet Office, without separate legal personality (the "**Authority**"), established a framework for construction professional services for the benefit of public sector bodies.
- (B) The *Consultant* was appointed to the framework and executed the framework agreement (with reference number RM6165) which is dated 1 October 2021 (the "**Framework Agreement**"). In the Framework Agreement, the Consultant is identified as the "**Supplier Alliance Member**".
- (C) On the 28 February 2023 the *Client*, acting as part of the Crown, and in the Framework Agreement is identified as a "**Contracting Authority**" invited the *Consultant* along with other framework suppliers to tender for the *Client's* construction professional team services requirements in accordance with the Call Off Procedure (as defined in the Framework Agreement).
- (D) On the 6 April 2023 the *Consultant* submitted a tender response and was subsequently selected by the *Client* to provide the *service*.
- (E) The *Consultant* has agreed to Provide the Services in accordance with this agreement and the Framework Agreement.

**IT IS AGREED AS FOLLOWS:**

1. The *Client* will pay the *Consultant* the amount due and carry out his duties in accordance with the *conditions of contract* identified in the Contract Data and the Contract Schedules.
2. The *Consultant* will Provide the Service in accordance with the *conditions of contract* identified in the Contract Data and the Contract Schedules.
3. This contract incorporates the conditions of contract in the form of the NEC4 Professional Services Contract June 2017 Edition incorporating amendments January 2019 and October 2020 and incorporating the following Options:  
The main option shall be selected in accordance with the contract  
W2  
Option X2, X4, X8, X10, X11 and X18 and  
Option Y(UK)2  
  
which together with the *additional conditions of contract* specified in Option Z, and the amendments specified in Option Z, form this contract together with the documents referred to in it. References in the NEC4 Professional Services Contract June 2017

Edition incorporating amendments January 2019 and October 2020 to "**the contract**" are references to this contract.

Note Options W1, Y(UK)1, X1, X3, X5, X6, X7, X12, X13 and X20 are not used

4. This contract and the Framework Agreement is the entire agreement between the parties in relation to the *service* and supersedes and extinguishes all prior arrangements, understandings, agreements, statements, representations or warranties (whether written or oral) relating thereto.
5. Neither party has been given, nor entered into this contract in reliance on any arrangements, understandings, agreements, statements, representations or warranties other than those expressly set out in this agreement.
6. Nothing in clauses 4 or 5 shall exclude liability in respect of misrepresentations made fraudulently.

**EXECUTED** as a **DEED** by the parties on the date which first appears in this Deed.

**EXECUTED** (but not delivered until the date

hereof) **AS A DEED** by **GOVERNMENT PROPERTY**

**AGENCY** an executive agency of the cabinet office acting

by two authorised signatories:

.....  
**Redacted under FOIA section 40, Personal Information**

.....  
**Redacted under FOIA section 40, Personal Information**

**EXECUTED** (but not delivered until the date hereof) **AS A DEED** by **TETRA TECH LIMITED** acting by **Redacted under FOIA section 40, Personal Information** a director, in the presence of a witness:

.....  
**Redacted under FOIA section 40, Personal Information**

.....  
**Redacted under FOIA section 40, Personal Information**

.....  
**Redacted under FOIA section 40, Personal Information**

# Professional Services Contract

## Contract Data

### Part one – Data provided by the *Client*

**1 General** The *conditions of contract* are the core clauses and the clauses for the following main option, the option for resolving and avoiding disputes and the and secondary Options of the NEC4 Professional Services Contract June 2017 incorporating amendments January 2019 and October 2020.

Main Option C

Option for resolving and avoiding disputes W2

Secondary Options X2, X4, X8, X10, X11, X18, Y(UK)2 and Z clauses.

The *service* is as set out in Part 1 of the Scope and specialist services as set out in Part 2 of the Scope

The *Client* is the Government Property Agency an Executive Agency of the Cabinet Office

*Address for communications:*

Government Property Agency,  
9th Floor,  
23 Stephenson Street,  
Birmingham,  
B2 4 BJ

*Address for electronic communications:*

**Redacted under FOIA section 40, Personal Information**

The *Service Manager* is Government Property Agency an Executive Agency of the Cabinet Office or such other party as may be notified by the *Client* to the *Consultant*.

*Address for communications:*

Government Property Agency,  
9th Floor,  
23 Stephenson Street,  
Birmingham,  
B2 4 BJ

*Address for electronic communications:*

**Redacted under FOIA section 40, Personal Information**

The Scope is in Schedule 2 of the Form of Agreement

The *language of the contract* is English.

The *law of the contract* is the law of England and Wales and the Courts of England and Wales, shall have exclusive jurisdiction with regard to any dispute in connection with this Agreement and the Parties irrevocably agree to submit to the jurisdiction of those courts.

Where legislation is expressly mentioned in this Call Off Contract the legislation of the country selected here, shall have the effect of substituting the equivalent country's legislation.

The *period for reply* is two weeks except that

The *period for reply* for any health and safety matter is twenty four (24) hours

Where periods other than two (2) weeks are required for certain communications they will be agreed within 4 weeks of the Contract Date and confirmed in writing by the *Service Manager*. Such notification is not a compensation event.

The *period for retention* is twelve (12) years following Completion or earlier termination.

The following matters will be included in the Early Warning Register when notified to the *Consultant* by the *Service Manager* along with any other matters which may be specified in each Task Order.

Early warning meetings are to be held at intervals no longer than five (5) weeks in relation to providing the baseline services (as set out in Part S205.1 (Programme of Services) of the Scope)

Early warning meetings for a Task are held at intervals no longer than the period specified in each Task Order.

## **2 The *Consultant's* main responsibilities**

**If the Client has identified work which is set to meet a stated condition by a key date**

The *key dates* and *conditions* to be met in relation to providing the baseline services (as set out in Part S205.1 (Programme of Services) of the Scope) shall be confirmed by the *Service Manager*.

The *key dates* and *conditions* to be met for a Task will be specified in a Task Order.

**If Option A is used**

N/a

The *Consultant* prepares forecasts of the total Defined Cost plus Fee and *expenses* to provide the baseline services (as set out in Part S205.1 (Programme of Services) of the Scope) at intervals no longer than five (5) weeks for a Task at intervals no longer than as set out in each Task Order.

## **3 Time**

The *starting date* is the date the *Consultant* starts to Provide the Service.

**If the *Client* has decided the *completion date* for the whole of the *service***

**If no programme is identified in part two of the Contract Data**

## 4 Quality Management

The *defects date* for any other part of the *service* as set out in Part S205.1 (Programme of Services) of the Scope is fifty two (52) weeks from Completion of the whole of the *service*.

**If the *Client* states  
any expenses**

**If the period in which payments are made is not three weeks and Y(UK)2 is not used**

**If Option C or E is used and the *Client* states any locations**

N/a.

**If Option C is used**      The *Consultant's* share percentages and *the share ranges* are

<i>share range</i>	<i>Consultant's share percentage</i>
less than 90%	50% from 90% to 98%
50% from 98% to 100%	0%
100%	0%
from 100% to 102 %	0% from 102% to 110%
50% greater than 110%	100%

## **6 Compensation events**

**If there are additional compensation events**

No additional compensation events unless expressly included in a Task Order and to the extent a compensation event is included in a Task Order it would only apply to that specific Task Order.

## **8 Liability and insurance**

**If there are additional *Client* liabilities**

Any additional *Client* liabilities for a Task will be set-out in a Task Order.

There are no additional *Client* liabilities in relation to Part S205.1 (Programme of Services) of the Scope.

The amounts of insurance and the periods for which the *Consultant* maintains insurance are

<b>event</b>	<b>cover</b>	<b>Period</b>
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*Consultant's*  
failure to use the  
skill and care  
normally used by  
professionals  
providing services  
similar to the  
*service*

**Redacted Under the  
FOIA Section 43,  
Commercial Interests.**

from the *starting  
date* until 12 years  
following  
completion of the  
whole of the  
*service* or earlier  
termination

loss of or damage  
to property or  
death of or bodily  
injury to a person  
(not an employee  
of the *Consultant*)  
arising from or in  
connection with the  
*Consultant*  
Providing the  
Service

£10,000,000

from the *starting  
date* until all notified  
Defects have been  
corrected or earlier  
termination

death of or bodily  
injury to  
employees of the  
*Consultant* arising  
out of and in the  
course of their  
employment in  
connection with  
this contract

£10,000,000

from the *starting  
date* until all notified  
Defects have been  
corrected or earlier  
termination

***If the Client  
provides  
insurances from  
the Insurance table***

The *Client* provides these insurances from the insurance table  
N/a

***If additional  
insurances are  
provided***

N/a

*The Consultant's* total liability to the *Client* for those parts of the  
*service* to be carried out in accordance with Part S205.1  
(Programme of Services) of the Scope is limited to £10,000,000.

*The Consultant's* total liability to the *Client* for all matters arising  
under or in connection with each Task Order, other than the  
excluded matters, is limited to £10,000,000 for each and every  
claim for each Task Order

**Resolving and**



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**avoiding disputes**

*tribunal* is litigation

The *Representatives* of the *Client* are

**Redacted under FOIA section 40, Personal Information**

*Address for communications*

Government Property Agency,  
9th Floor,  
23 Stephenson Street,  
Birmingham,  
B2 4 BJ

*Address for electronic communications:*

**Redacted under FOIA section 40, Personal Information**

**Redacted under FOIA section 40, Personal Information**

*Address for communications*

Government Property Agency,  
9th Floor,  
23 Stephenson Street,  
Birmingham,  
B2 4 BJ

*Address for electronic communications:*

***Redacted under FOIA section 40, Personal Information***

The *Senior Representatives* of the *Client* are

**Redacted under FOIA section 40, Personal Information**

*Address for communications*

Government Property Agency,  
9th Floor,  
23 Stephenson Street,  
Birmingham,  
B2 4 BJ

*Address for electronic communications:*

**Redacted under FOIA section 40, Personal Information**

**Redacted under FOIA section 40, Personal Information**

*Address for communications*

Government Property Agency,  
9th Floor,  
23 Stephenson Street,  
Birmingham,  
B2 4 BJ

*Address for electronic communications:*

**Redacted under FOIA section 40, Personal Information**

*The Adjudicator* is the person agreed by the Parties from the list of *Adjudicators* published by TECSA or nominated by the *Adjudicator nominating body* in the absence of agreement and their address for communications and electronic communications shall be confirmed upon their appointment.

*The Adjudicator nominating body* is TECSA

**Option X2 Changes  
in the law**

**If Option X2 is used**

*The law of the project* is the law of England and Wales

**Option X4**

**Ultimate holding  
company guarantee  
and/or performance  
bond**

- If the *Consultant* is a subsidiary of another company, the *Consultant* gives to the *Client* a guarantee of the *Consultant's* performance from the ultimate holding company of the *Consultant* in the form set out in the Scope where requested in a Task Order.
- The *Consultant* may propose an alternative guarantor who is also owned by the ultimate holding company for acceptance by the *Service Manager*. A reason for not accepting the guarantor is that its commercial position is not strong enough to carry the guarantee.
- At the *Client's* ultimate discretion, the *Client* may require the *Consultant* to provide a bond in the form set out in the Scope where requested in a Task Order.

**Option X8  
Undertakings to  
Others**

**If Option X8 is used**

The *undertakings to Others* are the collateral warranty agreements in the form(s) contained in the Scope or if not contained in the Scope the form(s) attached as a Contract Schedule and shall be made in favour of any third party as identified in a Task Order.

The *subconsultant undertakings to Others* are the subconsultant collateral warranties in the form(s) contained in the Scope or if not contained in the Scope the form(s) attached as a Contract Schedule and shall be made in favour of the *Client* and any third party as identified in a Task Order.

**Option X10  
Information  
modelling**

**If Option X10 is used**

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**If no *information execution plan* is identified in part two of the Contract Data**

**Option X18**

**Limitation of liability**

The period after the Contract Date within which the *Consultant* is to submit a first Information Execution Plan for acceptance is by the date stated in each Task Order.

**Redacted Under the FOIA Section 43, Commercial Interests**

**Option Y(UK)2 The Housing Grants, Construction and Regeneration Act**

**If Y(UK)2 is used**

**If Y(UK)2 is used and the final date for payment is not 14 days after the date when payment is due**

The period for payment is thirty (30) days after the date on which a payment becomes due

**Option Z** The *additional conditions of contract* are as set out below and as further detailed in the Standard Boilerplate Amendments appended in Schedule 1 of the Form of Agreement.

**Contract Data relating to Z clauses**

**Option Z2 Identified and defined terms**

applies

**Option Z4 Admittance to Client's Premises**

applies

**Option Z5 Prevention of fraud and bribery**

applies

**Option Z6 Equality and diversity**

applies

**Option Z7 Legislation and Official Secrets**

applies

**Option Z8 Conflict of interest**

applies

**Option Z9 Publicity and Branding**

applies

**Option Z10 Freedom of information**

applies

**Option Z13 Confidentiality and Information Sharing**

applies

**Option Z14 Security Requirements**

applies

**Option Z16 Tax Compliance**

applies

**Option Z22 Fair payment**

applies

**Option Z42 The Housing Grants, Construction and Regeneration Act 1996**

applies

**Option Z44 Intellectual Property Rights**

applies

**Option Z45 HMRC Requirements**

applies

**Option Z46 N/a**

**Option Z47 Small and Medium Sized Enterprises (SMEs)**

applies

The percentage of the *Consultant's* Subcontractors required to be SMEs is 0%

**Option Z48 Apprenticeships**

applies

**Option Z49 Change of Control**

applies

**Option Z50 Financial Standing**

applies

**Option Z51 Financial Distress**

---

applies

**Option Z52 Records, audit access and open book data**

applies

**Option Z100 Data Protection**

applies

**Option Z101 Cyber Essentials**

applies

**Other *Additional conditions of contract*** are as set out in the Standard Boilerplate Amendments to the NEC4 PSC April as amended for and set out in Schedule 1 of this Form of Agreement.

## Part two – Data provided by the *Consultant*

**1 Statements given in all contracts** The *Consultant* is Tetra Tech Limited

*Address for communications*

*3 Sovereign Square,  
Sovereign Street,  
Leeds,  
West Yorkshire,*

*LS1 4ER*

*Address for electronic communications*

**Redacted under FOIA section 40, Personal Information**

The *fee percentage* is **Redacted under FOIA section 43, Commercial Interests**

The *key persons* are

Name: **Redacted under FOIA section 40, Personal Information**

Job: **Redacted under FOIA section 40, Personal Information**

Responsibilities: **Redacted under FOIA section 40, Personal Information**

Experience: 30 years Government sector consultancy experience

The following matters will be included in the Early Warning Register – none to note at Contract Date – along with any other matters which may be specified in each Task Order

### **2 The *Consultant's* main responsibilities**

**If the *Consultant* is to provide the Scope** The *Consultant* is not to provide the Scope

### **3 Time**

**If a programme is to be identified in the Contract Data** The programme identified in the Contract Data is to be provided in accordance with section 3 Part 1 of the Contract Data

**If the *Consultant* is to decide the completion date for the whole of the service** The *completion date* for the whole of the *service* shall be four years from the Contract Date subject always to the *Client's* right to extend the *completion date* in accordance with clause Z111

### **5 Payment**

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If the *Consultant* states any expenses N/a

If Option A or C is The *activity schedule* is in Attachment 4a Price Model Workbook used V2(9.b.prog.activityshed)

The tendered total of the Prices for the service is **Redacted under FOIA section 43, Commercial Interests.**

**Resolving and avoiding disputes**

The *Representatives* of the *Consultant* are  
**Redacted under FOIA section 40, Personal Information**

*Address for communications:*

3 Sovereign Square,  
Sovereign Street,  
Leeds,  
West Yorkshire,

LS1 4ER

*Address for electronic communications:*

**Redacted under FOIA section 40, Personal Information**

**Redacted under FOIA section 40, Personal Information**

*Address for communications:*

3 Sovereign Square,  
Sovereign Street,  
Leeds,  
West Yorkshire,

LS1 4ER

*Address for electronic communications:*

**Redacted under FOIA section 40, Personal Information**

The *Senior Representatives* of the *Consultant* are  
**Redacted under FOIA section 40, Personal Information**

*Address for communications:*

---

3 Sovereign Square,  
Sovereign Street,  
Leeds,  
West Yorkshire,  
LS1 4ER

*Address for electronic communications:*

**Redacted under FOIA section 40, Personal Information**  
**Redacted under FOIA section 40, Personal Information**

*Address for communications:*

3 Sovereign Square,  
Sovereign Street,  
Leeds,  
West Yorkshire,  
LS1 4ER

*Address for electronic communications:*

**Redacted under FOIA section 40, Personal Information**

**Option X10**   **If Option X10 is used**  
**Information**  
**modelling**

**If an *information***  
***execution plan* is to**  
**be identified in the**  
**Contract Data**

The Information Execution Plan identified in the Contract Data Part shall be specified in each Task Order.

**Data for the Short**  
**Schedule of Cost**  
**Components**

The *overhead percentages* for the cost of support people and office overhead are 9 **Redacted under FOIA section 43, Commercial Interests.**

**Data for the Short**  
**Schedule of Cost**  
**Components**

As set out in Schedule 3



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## **SCHEDULE 1**

### **Additional conditions of contract and z clauses**

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# STANDARD 'BOILERPLATE' AMENDMENTS

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NEC4 PSC JUNE 2017 (including amendments issued JANUARY 2019 and  
OCTOBER 2020)

CABINET OFFICE  
Crown Commercial Service

The standardised 'boilerplate' amendments project addresses a need to simplify the inclusion of government-specific clauses to the NEC, JCT and PPC2000 contracts. Centrally mandated government policies and some legislative requirements were being applied by a range of government departments, but as separate operations and with differing approaches. Scope was identified for a simple and standard set of terms which provide a unified front to implement policy and reduce the need for excessive additional drafting, creating a more efficient standardised approach. These terms would be applied across government construction contracts.

In order to bring about this situation, a cross-governmental review of construction contract amendments was undertaken by the Crown Commercial Service (CCS) and the Infrastructure and Projects Authority (IPA). Eighteen clauses were identified as those which would benefit most from the standardisation described above. These clauses were reviewed and redrafted to enhance their ease of comprehension, with the core wording translated to NEC, JCT and PPC2000 terminology.

These twenty four clauses are replicated within the NEC, JCT and PPC2000 boilerplate documents. This is the **NEC4 PSC version**.

The clauses should be **unamended** save for those instances with an additional guidance note. Not all will be relevant to each project, and additional clauses may be required where not covered by this document. Those 'boilerplate' clauses not required can be removed and additional, project specific clauses may be added.

### Process

The clauses are amended to the contract by way of an additional Schedule of Amendments. This must be referred to in the base contract. The following segment indicates the modification which must be made to the base contract, as well as the steps needed to incorporate the Boilerplate Amendments.

### **NEC4 Professional Services Contract**

- In Contract Data Part One, complete the clause headed "If Option Z is used" to read:

The *additional conditions of contract* are as detailed in the appended Schedule of Amendments which is to be read and construed accordingly.



- Append pages 8 to 50 of this Standard 'Boilerplate' Amendments document to the standard contract document as this Schedule of Amendments.
- Remove or strikethrough those clauses which do not apply to the current project and amend terms as provided by guidance notes.
- Add additional, project specific amendments in the normal way.

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<b>SUMMARY OF CLAUSES</b>	



The following descriptions are of all the clauses addressed by the Standard 'Boilerplate' Amendments project. It should be noted that some of the clauses differ from document to document.

#### 1. Definitions

A list of additional definitions must be included as an amendment to help explain the meaning of subsequent Boilerplate clauses.

#### 2. Admittance to Client's premises

This clause specifies additional provisions around how individual people may be admitted to the Client's premises, and the considerations which must be taken. This includes (but is not limited to) the provision of a list of employee names, obligations as to security passes, and the prevention of unauthorised access or taking of photographs.

#### 3. Prevention of Fraud and Bribery

The Boilerplate clause expands the coverage of the standard contract Fraud and Bribery provisions. It introduces a 'Prohibited Act', also defined in the Boilerplate document, which must not be committed and which must be subject to suitable caution and management. The Consultant must hold subconsultants to the same standards, keep appropriate records of compliance, and immediately notify the Client of potential breaches and work with them to rectify the situation.

#### 4. Equality and Diversity

This introduces an enforceable contractual obligation on the Consultant to comply with laws on equality and discrimination.

#### 5. Official Secrets Act

Consultants are often required to abide by this Act due to the sensitive nature of some public sector projects. The Boilerplate clause saves Clients from drafting this themselves if required, creating an obligation to comply with this Act and, where appropriate, section 11 of the Atomic Energy Act 1946.

#### 6. Conflicts of Interest

The Framework Agreement contains provisions for Consultants to avoid conflicts of interest and to notify them where they arise. This clause applies the same to the call-off contract and includes a right for the Client to terminate the contract if there is, or if the Client considers there to be, an actual conflict or a potential conflict of interest.

#### 7. Publicity and Branding

Clients may not wish Consultants to publicise a project or make reference to a project in the Consultant's promotional material. This clause prevents the Consultant from doing so without the Client's consent.

#### 8. Freedom of Information

As government departments are usually required to comply with Freedom of Information Act requests, extra clauses detailing how this obligation is to be respected must be included. The Boilerplate clause obliges the Consultant to work with the Client in satisfying these requests in certain ways. Among other considerations, this involves the retention and transferral of relevant information, communicating requests for information to the Client in a timely manner, and generally helping the Client in responding to the request.

#### 9. Confidentiality and Information Sharing

Some public sector information is sensitive and cannot be shared, while at other times organisation must share details about its processes in the interest of transparency. As such, this clause provides obligations for both parties to safeguard confidential information, exceptions where that obligation does not apply, and additional restrictions on the Consultant and further rights for the Client.

#### 10. Security Requirements

This clause is a preface to a schedule requiring the Consultant to create and maintain a comprehensive Information Security Management System. This must be agreed with the Client, contain measures sufficient to ensure security on the project in question, and be regularly reviewed to reflect changes in good practice or project details. It must be tested appropriately and be fully compliant with ISO 27001, subject to audits as required. The schedule also indicates some of the steps to be taken in the event of a security breach.

#### 11. Tax Compliance

With the inclusion of this clause, the Consultant is under an obligation to notify the Client of relevant Tax Non Compliance. The Consultant must provide more information if the Occasion of Tax Non Compliance occurs prior to the end of the defects correction period (NEC) / Rectification Period (JCT and PPC).

#### 12. Fair Payment

This is a clause also aimed at improving how subconsultants are paid, similarly endorsed in the Government Construction Strategy 2016. Obligations are placed on the Consultant to assess and promptly pay subconsultants, and to ensure that these obligations are also included in their contracts with subconsultants.

#### 13. The Housing Grants, Construction and Regeneration Act 1996 ('Construction Act 2011')

This is an NEC-only clause which expands on an existing provision. If NEC Option Y(UK)2 applies, then the Construction Act also applies to this contract even if the project is in Northern Ireland.

#### 14. Intellectual Property Rights

This indicates that the Consultant provides to the Client an irrevocable, royalty free and non-exclusive licence to use the Intellectual Property of the Consultant. The Client may transfer these rights in a variety of circumstances, and the Consultant is subject to a number of additional obligations.

#### 15. HMRC Requirements



This provision is applicable only to HMRC projects and contracts. It incorporates their special terms and conditions.

#### 16. MOD DEFCONs

This provision is applicable only to Ministry of Defence projects and contracts. It incorporates their special terms and conditions.

#### 17. Small and Medium Enterprises (SMEs)

Government policy dictates that SMEs should be encouraged and brought into public sector projects, as reinforced in the Government Construction Strategy 2016, Construction Sector Deal and Construction 2025. There is a general target for 33% of central government procurement spend going to SMEs by 2022. This Boilerplate clause requires Consultants to employ a certain amount of SMEs as subconsultants, and to respect a number of other obligations regarding reporting and how they manage these SMEs.

#### 18. Apprenticeships

In a similar way to SMEs, there is an overarching government policy for public sector organisations to promote the creation and use of apprenticeship schemes, as per the Government Construction Strategy 2016, the Construction Sector Deal and Construction 2025. In particular, a 2015 Procurement Policy Note describes the steps that public sector organisations must take to ensure they are meeting the government's apprentice aims. This Boilerplate provides a way for Clients to ensure that Consultants do this by creating an obligation to employ certain amounts of apprentices. They must also provide further training opportunities and information about the Government Apprenticeship programme, and engage with the Service Manager to review and discuss a number of measures relating to Apprenticeships.

#### 19. Change of Control

The Framework Agreement contains provisions for alliance members to notify changes of control – for example through changes in voting rights, share capital or control of assets - where they arise. This clause applies the same to the call-off contract and includes a right for the Client to terminate the contract if there is a change of control.

#### 20. Financial Standing

This clause replicates the clause in the Framework Agreement which allows for termination if there is a change in the Consultant's financial standing which affects or may affect the Consultant's ability to perform the contract.

#### 21. Financial Distress

This clause is based in the schedule to the Framework Agreement and is a more detailed provision on changes to the Consultant's credit rating, requiring the Consultant to provide a satisfactory continuity plan for approval. It also allows for termination if the Consultant fails to notify a significant downgrade in its credit rating, or fails to produce or comply with an approved continuity plan.

#### 22. Records, audit access and open book data





This clause requires the Consultant to maintain full and accurate records and accounts of the operation of the contract including the service and the amounts paid by the Client. The Consultant is required to provide access to these records to any Client or other government auditor.

### 23. Data Protection

With the advent of the General Data Protection Regulation (as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019), every construction project is required to include provisions within their contracts to ensure compliance. The Boilerplate document includes a Schedule so these regulations can be complied with, with areas for the parties to fill in to reflect project specific data protection requirements.

### 24. Cyber Essentials

This clause provides a way to include the Government Cyber Essentials scheme into construction projects. This scheme provides for a number of controls which organisations should implement to reduce the risk of common internet based threats. The clause lists obligations on the Consultant to provide proof of the required certification at certain stages of the project, and to apply the same obligations to its sub-consultants.

### 25. Project Bank Accounts

The Project Bank Accounts scheme is a government policy aimed at enhancing the speed with which payment progresses down the construction supply chain. The scheme has been promoted in the Government Construction Strategies and should be used within central government projects unless there are compelling reasons not to do so. Amended provisions have not been included within this boilerplate document, however their use is encouraged. They should be incorporated using the standard facilities within NEC, JCT and PPC documents.

## SCHEDULE OF AMENDMENTS TO NEC4 PROFESSIONAL SERVICES CONTRACT

### Option Z2 - Identified and defined terms

Clause 11.2 is amended as follows:

#### 11.2 (2)

- at the end of bullet point 2 delete “.” and insert “and”
- insert new bullet point 3 “the completion by the *Consultant* of all of its obligations pursuant to the Exit Provisions”

11.2 (12) in line 2 after “all incidental work” insert “which shall include the baseline services (as set out in Part S205.1 (Programme of Services) of the Scope) and any Task (as set out in Part 205.2 (Task Order Scope of Services) of the Scope).

#### 11.2 (13)



- in line 1 after "information which" insert "which may be subject to a "Continuous Improvement Update."

- in bullet point 4 after "contract" insert "and which may be an instruction to proceed with a Task. Where an instruction is issued to proceed with a Task the Scope will be updated to include the Plan."

11.2 (15) in line 1 after "in the" insert "Short"

11.2 (17) in line 1 after "in the" insert "Short" Insert new clause 11.3:

11.3 (1) Auditor is:

- the *Client's* internal and external auditors;
- the *Client's* statutory or regulatory auditors;
- the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;
- HM Treasury or the Cabinet Office;
- any party formally appointed by the *Client* to carry out audit or similar review functions;  
and
- successors or assigns of any of the above;

11.3 (2) Change of Control is a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;

11.3 (3) Client Confidential Information is all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and contractors of the *Client*, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential.

11.3 (4) Client Data is the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and

- which are supplied to the *Consultant* by or on behalf of the *Client*,
- which the *Consultant* is required to generate, process, store or transmit pursuant to this contract or
- which are any Personal Data for which the *Client* is the Data Controller to the extent that such Personal Data is held or processed by the Consultant.



11.3 (5) Client's Premises are premises owned, occupied or leased by the Client and the site of any works to which the service relates.

11.3 (6) Commercially Sensitive Information is the information agreed between the Parties (if any) comprising the information of a commercially sensitive nature relating to the *Consultant*, the charges for the *service*, its IPR or its business or which the *Consultant* has indicated to the *Client* that, if disclosed by the *Client*, would cause the *Consultant* significant commercial disadvantage or material financial loss.

11.3 (7) Confidential Information is the Client's Confidential Information and/or the Consultant's Confidential Information.

11.3 (8) Contracting Body is any Contracting Body as defined in Regulation 5(2) of the Public Contracts (Works, Service and Supply) (Amendment) Regulations 2000 other than the Client.

11.3 (9) Consultant's Confidential Information is any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and consultants of the *Consultant*, including IPRs, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential, including the Commercially Sensitive Information.

11.3 (10) Crown Body is any department, office or agency of the Crown.

11.3 (11) DASVOIT is the Disclosure of Tax Avoidance Schemes: VAT and other indirect taxes contained in the Finance (No.2) Act 2017.

11.3 (12) Data Controller has the meaning given to it in the Data Protection Legislation.

11.3 (13) Data Protection Legislation is (i) the GDPR, (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy, which, pending a decision from the competent authorities of the EU on the adequacy of the UK data protection regime will include the requirements set out or referenced in Part Three, Title VII, Article 71(1) of the Withdrawal Agreement signed by the UK and the EU in December 2019;

11.3 (14) DOTAS is the Disclosure of Tax avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992.

11.3 (15) Environmental Information Regulations is the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner in relation to such regulations.

11.3 (16) FOIA is the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation.

11.3 (17) General Anti-Abuse Rule is

- the legislation in Part 5 of the Finance Act 2013 (as amended) and
- any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements and to avoid national insurance contributions.

11.3 (18) Halifax Abuse Principle is the principle explained in the CJEU Case C-255/02 Halifax and others.

11.3 (19) Intellectual Property Rights or "IPRs" is

- copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information,
- applications for registration, and the right to apply for registration, for any of the rights listed in the first bullet point that are capable of being registered in any country or jurisdiction,
- all other rights having equivalent or similar effect in any country or jurisdiction and
- all or any goodwill relating or attached thereto.

11.3 (20) Law is any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the *Consultant* is bound to comply under the *law of the contract*.

11.3 (21) An Occasion of Tax Non-Compliance is

- where any tax return of the *Consultant* submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of
- a Relevant Tax Authority successfully challenging the *Consultant* under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle or
- the failure of an avoidance scheme which the *Consultant* was involved in, and which was, or should have been, notified to a Relevant Tax Authority under DAVOIT, DOTAS or VADR or any equivalent or similar regime and

where any tax return of the *Consultant* submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for

tax related offences which is not spent at the Contract Date or to a civil penalty for fraud or evasion.

11.3 (22) Personal Data has the meaning given to it in the Data Protection Legislation.

11.3 (23) Prohibited Act is

- to directly or indirectly offer, promise or give any person working for or engaged by the *Client* or other Contracting Body or any other public body a financial or other advantage to:
- induce that person to perform improperly a relevant function or activity or
- reward that person for improper performance of a relevant function or activity,
- to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this contract,
- committing any offence
- under the Bribery Act 2010 (or any legislation repealed or revoked by such Act),
- under legislation or common law concerning fraudulent acts or
- defrauding, attempting to defraud or conspiring to defraud the *Client* or
- any activity, practice or conduct which would constitute one of the offences listed above if such activity, practice or conduct had been carried out in the UK.

11.3 (24) Request for Information is a request for information or an apparent request under the Code of Practice on Access to government Information, FOIA or the Environmental Information Regulations.

11.3 (25) Relevant Requirements are all applicable Laws relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

11.3 (26) Relevant Tax Authority is HM Revenue & Customs, or, if applicable, a tax authority in the jurisdiction in which the *Consultant* is established.

11.3 (27) Security Policy means the *Client's* security policy attached as Appendix 1 to Contract Schedule J (Security Provisions) as may be updated from time to time.

11.3 (28) VADR is the VAT disclosure regime under Schedule 11A of the Value Added Tax Act 1994 (VATA 1994) (as amended by Schedule 1 of the Finance (No. 2) Act 2005).

11.3 (29) A Task is work included in the *service* which the Service Manager instructs the *Consultant* to carry out and for which a Task Order plan is required setting out Task Start Date, the Task Completion Date and each Key Date for the Task.

11.3 (30) A Task Completion Date is the date for completion stated in the Task Order unless later changed in accordance with the contract.



11.3 (31) Task Completion is when the *Consultant* has

- done all the work which the Task Order states is to be done by the Task Completion Date and
- corrected Defects which would have prevented the *Client* from using the *service* or Others from doing their work.

If the work the which the *Consultant* is to do by the Task Completion Date is not stated in the Task Order, Completion is when the *Consultant* has done all the work necessary for the *Client* to use the *service* and for Others to do their work.

11.3 (32) A Task Start Date is the date of the Task Order unless later changed in accordance with any *Service Manager's* instruction.

11. 3.(33) A Task Order is the *Service Manager's* instruction to carry out a Task. A Task Order cannot be instructed if the Task Completion Date is not on or before the *completion date* for the whole of the *service*.

11.3 (34) An Accepted Task Order Plan is the plan identified in the Task Order or is the latest Task Order plan accepted by the *Service Manager*. The latest Task Order plan accepted by the *Service Manager* supersedes previous Accepted Task Order Plan.

11.3 (35) Price for Service Provided to Date for a Task is the total Defined Cost for that Task which the *Service Manager* forecasts will have been paid by the *Consultant* for that Task before the next assessment date plus the Fee

11.3 (36) Continuous Improvement Update is any update which may be made to the Scope further to any discussions between the *Service Manager* and the *Contractor* following the completion of any Task Order. Any Continuous Improvement Update or any instruction related to Continuous Improvement Update shall not be a Compensation Event and shall not have any change to the Prices.

11.3 (37) Property is that part of the Client's Premises to which a Task relates and which shall be properly described and shown on the Property Drawing.

11.3 (38) Property Drawing is the plan included in the Scope for any Task Order.

11.3 (39) Exit Provisions are as set out in the Scope.

11.3.(40) The People Rates are the *people rates* unless later changed in accordance with the contract and are the *Consultant's* tendered rates and not the actual costs to provide the *service* subject to any annual amendment in accordance with clause Z115 and Schedule 6.

#### **Option Z4 - Admittance to Client's Premises**

Insert new clause 18A:

18A.1 The *Consultant* submits to the *Service Manager* details of people who are to be employed by it and its Subcontractors in Providing the Service. The details include a list of names and addresses, the capabilities in which they are employed, and other information required by the *Service Manager*.





18A.2 The *Service Manager* may instruct the *Consultant* to take measures to prevent unauthorised persons being admitted to the Client's Premises and/or the Property as the case may be.

18A.3 Employees of the *Consultant* and its Subcontractors are to carry a *Client's* pass and comply with all conduct requirements from the *Client* whilst they are on the Client's Premises.

18A.4 The *Consultant* submits to the *Service Manager* for acceptance a list of the names of the people for whom passes are required. On acceptance, the *Service Manager* issues the passes to the *Consultant*. Each pass is returned to the *Service Manager* when the person no longer requires access to that part of the Client's Premises or after the *Service Manager* has given notice that the person is not to be admitted to the Client's Premises.

18A.5 The *Consultant* does not take photographs of the Client's Premises or of the Property or of work carried out in connection with the *service* unless it has obtained the acceptance of the *Service Manager*.

18A.6 The *Consultant* takes the measures needed to prevent its and its Subcontractors' people taking, publishing or otherwise circulating such photographs.

## Option Z5 - Prevention of fraud and bribery

Insert new clauses:

17.4.1 The *Consultant* represents and warrants that neither it, nor to the best of its knowledge any of its people, have at any time prior to the Contract Date

- committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act or
- been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

17.4.2 During the carrying out of the *service* the *Consultant* does not

- commit a Prohibited Act and
- do or suffer anything to be done which would cause the *Client* or any of the *Client's* employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

17.4.3 In Providing the Service the *Consultant*

- establishes, maintains and enforces, and requires that its Subcontractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act,
- keeps appropriate records of its compliance with this contract and make such records available to the *Client* on request and

- provides and maintains and where appropriate enforces an anti-bribery policy (which shall be disclosed to the *Client* on request) to prevent it and any *Consultant's* people or any person acting on the *Consultant's* behalf from committing a Prohibited Act.

17.4.4 The *Consultant* immediately notifies the *Client* in writing if it becomes aware of any breach of clause 17.4.1, or has reason to believe that it has or any of its people or Subcontractors have

- been subject to an investigation or prosecution which relates to an alleged Prohibited Act,
- been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act or
- received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this contract or otherwise suspects that any person or party directly or indirectly connected with this contract has committed or attempted to commit a Prohibited Act.

17.4.5 If the *Consultant* makes a notification to the *Client* pursuant to clause 17.4.4, the *Consultant* responds promptly to the *Client's* enquiries, co-operates with any investigation, and allows the *Client* to audit any books, records and/or any other relevant documentation in accordance with this contract.

17.4.6 If the *Consultant* breaches Clause 17.4.3, the *Client* may by notice require the *Consultant* to remove from carrying out the *service* any person whose acts or omissions have caused the *Consultant's* breach.

## Option Z6 - Equality and diversity

Insert new clauses:

27.1 The *Consultant* performs its obligations under this contract in accordance with

- all applicable equality Law (whether in relation to race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise); and
- any other requirements and instructions which the *Client* reasonably imposes in connection with any equality obligations imposed on the *Client* at any time under applicable equality Law;

27.2 The *Consultant* takes all necessary steps, and informs the *Client* of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).

## Option Z7 - Legislation and Official Secrets

Insert new clauses:

20.6 The *Consultant* complies with Law in the carrying out of the *service*.





20.7 The Official Secrets Acts 1911 to 1989, section 182 of the Finance Act 1989 and, where appropriate, the provisions of section 11 of the Atomic Energy Act 1946 apply to this contract.

20.8 The *Consultant* notifies its employees and its Subcontractors of their duties under these Acts.

### Option Z8 – Conflicts of interest

Insert new clauses:

28.1. The *Consultant* takes appropriate steps to ensure that neither the *Consultant* nor any of its personnel are placed in a position where (in the reasonable opinion of the *Client*) there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the *Consultant* or its personnel and the duties owed to the *Client* under this contract.

28.2. The *Consultant* promptly notifies and provides full particulars to the *Client* if such conflict referred to in clause 28.1 arises or may reasonably be foreseen as arising.

28.3. The *Client* may terminate the *Consultant's* obligation to Provide the Service immediately under reason R11 and/or to take such other steps the *Client* deems necessary where, in the reasonable opinion of the *Client*, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the *Consultant* and the duties owed to the *Client* under this contract.

### Option Z9 – Publicity and Branding

Insert new clauses:

29.1 The *Consultant* does not

- make any press announcements or publicise this contract in any way
- use the *Client's* name or brand in any promotion or marketing or announcement of the contract

without approval of the *Client*.

29.2. The *Client* is entitled to publicise the contract in accordance with any legal obligation upon the *Client*, including any examination of the contract by the National Audit Office pursuant to the National Audit Act 1983 or otherwise.

### Option Z10 - Freedom of information

Insert new clauses:

26.2 The *Consultant* acknowledges that unless the *Service Manager* has notified the *Consultant* that the *Client* is exempt from the provisions of the FOIA, the *Client* is subject to the requirements of the Code of Practice on Government Information, the FOIA and the Environmental Information Regulations. The *Consultant* cooperates with and assists the *Client* so as to enable the *Client* to comply with its information disclosure obligations.

26.3 The *Consultant*



- transfers to the *Service Manager* all Requests for Information that it receives as soon as practicable and in any event within two working days of receiving a Request for Information,
- provides the *Service Manager* with a copy of all information in its possession, or power in the form that the *Service Manager* requires within five working days (or such other period as the *Service Manager* may specify) of the *Service Manager's* request,
- provides all necessary assistance as reasonably requested by the *Service Manager* to enable the *Client* to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations and
- procures that its Subcontractors do likewise.

26.4 The *Client* is responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the provisions of the Code of Practice on Government Information, FOIA or the Environmental Information Regulations.

26.5 The *Consultant* does not respond directly to a Request for Information unless authorised to do so by the *Service Manager*.

26.6 The *Consultant* acknowledges that the *Client* may, acting in accordance with Cabinet Office Freedom of Information Code of Practice, be obliged to disclose information without consulting or obtaining consent from the *Consultant* or despite the *Consultant* having expressed negative views when consulted.

26.7 The *Consultant* ensures that all information is retained for disclosure throughout the *period for retention* and permits the *Service Manager* to inspect such records as and when reasonably requested from time to time.

### Option Z13 - Confidentiality and Information Sharing

Insert a new clause

26.8 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this contract, each Party shall

- treat the other Party's Confidential Information as confidential and safeguard it accordingly,
- not disclose the other Party's Confidential Information to any other person without prior written consent,
- immediately notify the other Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information and
- notify the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

26.9 The clause above shall not apply to the extent that

- such disclosure is a requirement of the Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to clause Z10 (Freedom of Information),
- such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner,
- such information was obtained from a third party without obligation of confidentiality,
- such information was already in the public domain at the time of disclosure otherwise than by a breach of this contract or
- it is independently developed without access to the other party's Confidential Information.

26.10 The *Consultant* may only disclose the Client Confidential Information to the people who are directly involved in Providing the Service and who need to know the information, and shall ensure that such people are aware of and shall comply with these obligations as to confidentiality. The *Consultant* shall not, and shall procure that the *Consultant's* people do not, use any of the Client Confidential Information received otherwise than for the purposes of this contract.

26.11 The *Consultant* may only disclose the Client Confidential Information to *Consultant's* people who need to know the information, and shall ensure that such people are aware of, acknowledge the importance of, and comply with these obligations as to confidentiality. In the event that any default, act or omission of any *Consultant's* people causes or contributes (or could cause or contribute) to the *Consultant* breaching its obligations as to confidentiality under or in connection with this contract, the *Consultant* shall take such action as may be appropriate in the circumstances, including the use of disciplinary procedures in serious cases. To the fullest extent permitted by its own obligations of confidentiality to any *Consultant's* people, the *Consultant* shall provide such evidence to the *Client* as the *Client* may reasonably require (though not so as to risk compromising or prejudicing the case) to demonstrate that the *Consultant* is taking appropriate steps to comply with this clause, including copies of any written communications to and/or from *Consultant's* people, and any minutes of meetings and any other records which provide an audit trail of any discussions or exchanges with *Consultant's* people in connection with obligations as to confidentiality.

26.12 At the written request of the *Client*, the *Consultant* shall procure that those members of the *Consultant's* people identified in the *Client's* request signs a confidentiality undertaking prior to commencing any work in accordance with this contract.

26.13 Nothing in this contract shall prevent the *Client* from disclosing the Consultant's Confidential Information

- to any Crown Body or any other Contracting Bodies. All Crown Bodies or Contracting Bodies receiving such Confidential Information shall be entitled to further disclose the Consultant's Confidential Information to other Crown Bodies or other Contracting Bodies on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Body,
- to a professional adviser, contractor, consultant, supplier or other person engaged by the *Client* or any Crown Body (including any benchmarking organisation) for any purpose

connected with this contract, or any person conducting an  
Office of Government Commerce Gateway Review,

- for the purpose of the examination and certification of the *Client's* accounts,
- for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the *Client* has used its resources,
- for the purpose of the exercise of its rights under this contract or
- to a proposed successor body of the *Client* in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this contract,

and for the purposes of the foregoing, disclosure of the Consultant's Confidential Information shall be on a confidential basis and subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the *Client* under this clause 26.13.

26.14 The *Client* shall use all reasonable endeavours to ensure that any government department, Contracting Body, people, third party or subcontractor to whom the Consultant's Confidential Information is disclosed pursuant to the above clause is made aware of the *Client's* obligations of confidentiality.

26.15 Nothing in this clause shall prevent either party from using any techniques, ideas or know-how gained during the performance of the contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of IPR.

26.16 The *Client* may disclose the Consultant's Confidential Information

- to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement,
- to the extent that the *Client* (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions.

#### **Option Z14 - Security Requirements**

The *Consultant* complies with, and procures the compliance of the *Consultant's* people, with the Security Policy and the Security Management Plan produced by the *Consultant* and the *Consultant* shall ensure that the Security Management Plan fully complies with the Security Policy and Contract Schedule 13 of the Framework Agreement.

#### **Option Z16 - Tax Compliance**

Insert new clauses:

26.17 The *Consultant* represents and warrants that at the Contract Date, it has notified the *Client* in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasions of Tax Non-Compliance.

26.18 If, at any point prior to the *defects date*, an Occasion of Tax Non-Compliance occurs, the *Consultant* shall

- notify the *Client* in writing of such fact within 5 days of its occurrence and
- promptly provide to the *Client*
- details of the steps which the *Consultant* is taking to address the Occasions of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant and
- such other information in relation to the Occasion of Tax Non-Compliance as the *Client* may reasonably require. **Option Z22 - Fair payment**

Insert a new clause:

56.1 The *Consultant* assesses the amount due to a Subcontractor without taking into account the amount certified by the *Service Manager*.

56.2 The *Consultant* includes in the contract with each Subcontractor

- a period for payment of the amount due to the Subcontractor not greater than 5 days after the final date for payment in this contract. The amount due includes, but is not limited to, payment for work which the Subcontractor has completed from the previous assessment date up to the current assessment date in this contract,
- a provision requiring the Subcontractor to include in each subsubcontract the same requirement (including this requirement to flow down, except that the period for payment is to be not greater than 9 days after the final date for payment in this contract and
- a provision requiring the Subcontractor to assess the amount due to a subsubcontractor without taking into account the amount paid by the *Consultant*.

### **Option Z42 - The Housing Grants, Construction and Regeneration Act 1996**

Add an additional clause Y2.6

Y2.6 If Option Y(UK)2 is said to apply then notwithstanding that this contract relates to the carrying out of construction operations other than in England or Wales or Scotland, the Act is deemed to apply to this contract.

### **Option Z44 - Intellectual Property Rights Delete**

clause 70 and insert the following clause

In this clause 70 only:

“**Document**” means all designs, drawings, specifications, software, electronic data, photographs, plans, surveys, reports, and all other documents and/or information prepared by or on behalf of the *Consultant* in relation to this contract.

70.1 The Intellectual Property Rights in all Documents prepared by or on behalf of the *Consultant* in relation to this contract and the work executed from them remains the property of the *Consultant*. The *Consultant* hereby grants to the *Client* an irrevocable, royalty free, non-exclusive



licence to use and reproduce the Documents for any and all purposes connected with the construction, use, alterations or demolition of the *service*. Such licence entitles the *Client* to grant sub-licences to third parties in the same terms as this licence provided always that the *Consultant* shall not be liable to any licensee for any use of the Documents or the Intellectual Property Rights in the Documents for purposes other than those for which the same were originally prepared by or on behalf of the *Consultant*.

70.2 The *Client* may assign novate or otherwise transfer its rights and obligations under the licence granted pursuant to clause 70.1 to a Crown Body or to anybody (including any private sector body) which performs or carries on any functions and/or activities that previously had been performed and/or carried on by the *Client*.

70.3 In the event that the *Consultant* does not own the copyright or any Intellectual Property Rights in any Document the *Consultant* uses all reasonable endeavours to procure the right to grant such rights to the *Client* to use any such copyright or Intellectual Property Rights from any third party owner of the copyright or Intellectual Property Rights. In the event that the *Consultant* is unable to procure the right to grant to the *Client* in accordance with the foregoing the *Consultant* procures that the third party grants a direct licence to the *Client* on industry acceptable terms.

70.4 The *Consultant* waives any moral right to be identified as author of the Documents in accordance with section 77, Copyright Designs and Patents Acts 1988 and any right not to have the Documents subjected to derogatory treatment in accordance with section 8 of that Act as against the *Client* or any licensee or assignee of the *Client*.

70.5 In the event that any act unauthorised by the *Client* infringes a moral right of the *Consultant* in relation to the Documents the *Consultant* undertakes, if the *Client* so requests and at the *Client's* expense, to institute proceedings for infringement of the moral rights.

70.6 The *Consultant* warrants to the *Client* that it has not granted and shall not (unless authorised by the *Client*) grant any rights to any third party to use or otherwise exploit the Documents.

70.7 The *Consultant* supplies copies of the Documents to the *Service Manager* and to the *Client's* other contractors and consultants for no additional fee to the extent necessary to enable them to discharge their respective functions in relation to this contract or related service.

70.8 After the termination or conclusion of the *Consultant's* employment hereunder, the *Consultant* supplies the *Service Manager* with copies and/or computer discs of such of the Documents as the *Service Manager* may from time to time request and the *Client* pays the *Consultant's* reasonable costs for producing such copies or discs.

70.9 In carrying out the *service* the *Consultant* does not infringe any Intellectual Property Rights of any third party. The *Consultant* indemnifies the *Client* against claims, proceedings, compensation and costs arising from an infringement or alleged infringement of the Intellectual Property Rights of any third party.

#### **Option Z45 – HMRC Requirements**

Insert a new clause 18B



This clause is to incorporate HMRC special terms and conditions in the form of HMRC Call-Off Schedule 23 (HMRC Terms) as set-out in Schedule 23 (HMRC Terms) of the Framework Agreement.

**Option Z46 – N/a**

**Option Z47 - Small and Medium Sized Enterprises (SMEs)**

Insert new clause:

**23.4**

The *Consultant* takes all reasonable steps to engage SMEs as Subcontractors and to seek to ensure that no less than the SME percentage of Subcontractors stated in the Contract Data are SMEs or that a similar proportion of the Defined Cost is undertaken by SMEs.

The *Consultant* reports to the *Client* in its regular contract management monthly reporting cycle the numbers of SMEs engaged as Subcontractors and the value of the Defined Cost that has been undertaken by SMEs.

Where available, the *Consultant* tenders its Subcontracts using the same online electronic portal as was provided by the *Client* for the purposes of tendering this contract.

The *Consultant* ensures that the terms and conditions used to engage Subcontractors are no less favourable than those of this contract. A reason for the *Service Manager* not accepting subcontract documents proposed by the *Consultant* is that they are unduly disadvantageous to the Subcontractor.

**Option Z48 - Apprenticeships**

Insert new clause:

**23.5**

The *Consultant* takes all reasonable steps to employ apprentices, and reports to the *Client* the numbers of apprentices employed and the wider skills training provided, during the delivery of the *service*.

The *Consultant* takes all reasonable steps to ensure that no less than a percentage of its people (agreed between the Parties) are on formal apprenticeship programmes or that a similar proportion of hours worked in Providing the Service, (which may include support staff and Subcontractors) are provided by people on formal apprenticeship programmes.

The *Consultant* makes available to its people and Subcontractors working on the contract, information about the Government's Apprenticeship programme and wider skills opportunities.

The *Consultant* provides any further skills training opportunities that are appropriate for its people engaged in Providing the Service.

The *Consultant* provides a report detailing the following measures in its regular contract management monthly reporting cycle and is prepared to discuss apprenticeships at its regular meetings with the *Service Manager*



- the number of people during the reporting period employed on the contract, including support staff and Subcontractors,
- the number of apprentices and number of new starts on apprenticeships directly initiated through this contract,
- the percentage of all people taking part in an apprenticeship programme,
- if applicable, an explanation from the *Consultant* as to why it is not managing to meet the specified percentage target,
- actions being taken to improve the take up of apprenticeships and
- other training/skills development being undertaken by people in relation to this contract, including:
  - (a) work experience placements for 14 to 16 year olds,
  - (b) work experience /work trial placements for other ages,
  - (c) student sandwich/gap year placements,
  - (d) graduate placements,
  - (e) vocational training,
  - (f) basic skills training and
  - (g) on-site training provision/ facilities. **Option Z49 – Change of Control**

Insert new clauses:

19.1 The *Consultant* notifies the *Client* and the *Service Manager* immediately in writing and as soon as the *Consultant* is aware (or ought reasonably to be aware) that it is anticipating, undergoing, undergoes or has undergone a Change of Control and provided such notification does not contravene any Law. The *Consultant* ensures that any notification sets out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.

91.9 The *Client* may terminate the *Consultant's* obligation to Provide the Service (which shall take effect as termination under reason R11) within six months from

- being notified in writing that a Change of Control is anticipated or is in contemplation or has occurred; or
- where no notification has been made, the date that the *Client* becomes aware that a Change of Control is anticipated or is in contemplation or has occurred, but shall not be permitted to terminate where an approval was granted prior to the Change of Control.

#### **Option Z50 – Financial Standing**



91.10 The *Client* may terminate the *Consultant's* obligation to Provide the Service (which shall take effect as termination under reason R11) where in the reasonable opinion of the *Client* there is a material detrimental change in the financial standing and/or the credit rating of the *Consultant* which:

- adversely impacts on the *Consultant's* ability to perform its obligations under this contract; or
- could reasonably be expected to have an adverse impact on the *Consultant's* ability to perform its obligations under this contract.

### Option Z51 – Financial Distress

The *Consultant* complies with the provisions of Schedule 1 (Financial Distress) in relation to the assessment of the financial standing of the *Consultant* and the consequences of a change to that financial standing.

### Option Z52 – Records, audit access and open book data

Insert new clauses:

26A.1 The *Consultant* keeps and maintains for the *period for retention* full and accurate records and accounts of the operation of this contract including the *service* provided under it, all Task Orders, any subcontracts and the amounts paid by the *Client*.

26A.2 The *Consultant*

- keeps the records and accounts referred to in clause 26A.1 in accordance with Law
- affords any Auditor access to the records and accounts referred to in clause 26A.1 at the *Consultant's* premises and/or provides records and accounts (including copies of the *Consultant's* published accounts) or copies of the same, as may be required by any Auditor from time to time during the *Consultant* Providing the Service and the liability period under the contract in order that the Auditor may carry out an inspection to assess compliance by the *Consultant* and/or its Subcontractors of any of the *Consultant's* obligations under this contract including in order to:
- verify the accuracy of any amounts payable by the *Client* under this contract (and proposed or actual variations to them in accordance with this contract)
- verify the costs of the *Consultant* (including the costs of all Subcontractors and any third party suppliers) in connection with Providing the Service
- identify or investigate an actual or suspected Prohibited Act, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the *Client* has no obligation to inform the *Consultant* of the purpose or objective of its investigations
- obtain such information as is necessary to fulfil the *Client's* obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General

- enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the *Client* has used its resources
- subject to the *Consultant's* rights in respect of Consultant's Confidential Information, the *Consultant* provides the Auditor on demand with all reasonable co-operation and assistance in respect of
- all reasonable information requested by the *Client* within the scope of the audit
- reasonable access to sites controlled by the *Consultant* and to any *Consultant's* equipment used to Provide the Service
- access to the *Consultant's* personnel.

26A.3 The Parties bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 26A, unless the audit reveals a default by the *Consultant* in which case the *Consultant* reimburses the *Client* for the *Client's* reasonable costs incurred in relation to the audit.

26A.4 This clause does not constitute a requirement or agreement for the purposes of section 6(3)(d) of the National Audit Act 1983 for the examination, certification or inspection of the accounts of the *Consultant* and the carrying out of an examination under Section 6(3)(d) of the National Audit Act 1983 in relation to the *Consultant* is not a function exercisable under this contract.

#### **Option Z100 – Data Protection**

Insert new clause Z100 as follows:

The *Client* and the *Consultant* shall comply with the provisions of Schedule 2 of this Contract

#### **Option Z101 – Cyber Essentials**

Insert new clause Z101 as follows:

The *Client* and the *Consultant* shall comply with the provisions of Schedule 3 of this Contract.

#### **Option Z102 – The *Service Manager***

In clause 14.3 after “which” in line 1 insert “issues or changes a Task”

#### **Option Z103 – Early Warning**

15.1 In bullet point 2 after “delay” insert “a Task Completion Date or”

#### **Option Z104 – Prevention**

Amend clause 18 as follows:

18.1 In the first bullet point after “whole” insert “of a Task Order by the relevant Task Completion Date or the whole of”

18.2 In the second bullet point “whole” insert “of a Task Order or the whole of”

### Option Z105 – Task Order

Insert new clause 27:

27.1 The *Service Manager* may issue an instruction for a Task Order to the *Consultant*. The *Service Manager* shall instruct the *Consultant* to submit a quotation for the Task. Any quotation will be based on the costs as set out in Schedule of Cost Components.

27.2 The draft Task Order is in the form contained at Appendix 1 of the Scope. It shall be issued to the *Consultant* by the *Service Manager* as part of a *Service Manager's* instruction and it shall include a detailed description of:

- (i) the services in the Task,
- (ii) an assessment of the pricing of the Task, the Task Start Date and the Task Completion Date;
- (iii) the Condition for each Key Date is stated for the Task;
- (iv) the amount of delay damages for the late completion of the Task; and (v) other information which the Scope requires the Task to show.

27.3 The *Consultant* acknowledges receipt of an instruction relating to a Task Order to the *Service Manager* immediately and no later than 24 hours after receipt using (where applicable) the same such communication system or (where acknowledgement is not possible by the same communication system) by e-mail.

27.4 Where instructed, the *Consultant* submits a quotation for a Task within three weeks of being instructed to do so by the *Service Manager*. The *Consultant* submits details of its assessment with the quotation. The *Service Manager* replies within two weeks of the submission. The reply is:

- acceptance of the quotation by the *Service Manager* and the issue of a Task Order; or
- an instruction to the *Consultant* to submit a revised quotation; • the *Service Manager* will be making the assessment; or
- a notification that the Task will not be instructed.

27.5 The *Service Manager* instructs the *Consultant* to submit a revised quotation only after explaining the reasons for doing so to the *Consultant*. The *Consultant* submits the revised quotation within three weeks of being instructed to do so.

27.6 The *Service Manager* extends the time allowed for:

- the *Consultant* to submit quotations for a Task; or • the *Service Manager* to reply to a quotation

if the *Service Manager* and the *Consultant* agree to the extension before the submission or reply is due. The *Service Manager* confirms to the *Consultant* of the extension which has been agreed. 27.7 The *Service Manager* assesses the pricing for the Task if:

- the *Consultant* has not submitted a quotation and details of its assessment within the time allowed; or
- the *Service Manager* decides that the *Consultant* has not assessed the Task correctly in a quotation and has not instructed the *Consultant* to submit a revised quotation; or
- the *Service Manager* has sufficient information to instruct a Task.

27.8 The assessment of a Task is in the form of a revised Activity Schedule, which shall take into account all the requirements of a Task using the price information included in the Short Schedule of Cost Components. Where the information needed to carry out a Task is covered by the agreed rates and prices in the Short Schedule of Cost Components, all activities are priced using these rates. The prices for any activities in the Task which are not taken from Short Schedule of Cost Components, if any, are assessed in the same way as a compensation event is assessed.

27.9 If Task Completion is later than the Task Completion Date, the Contractor pays delay damages at the rate stated in the Task Order for each day or pro rata part thereof from the Task Completion Date until the earlier of Task Completion or the date on which the *Service Manager* issues a termination certificate.

If the Task Completion Date is changed to a later date after delay damages have been paid, the *Client* repays the overpayment of damages with interest. Interest is assessed from the date of payment to the date of repayment.

27.10 When a Task Order is agreed and then issued by the *Service Manager*:

- the *Consultant* shall issue a revised Activity Schedule which shall include the Task Order as a new activity;
- the agreed Task price or forecast of the Task prices, as the case may be, is added to the Prices;
- the Scope shall be revised and updated to reflect the agreed Task Order; and
- the *Consultant* shall Provide the Service to carry out and complete the Task.

The issue of a Task Order is not a compensation event.

### **Option Z106 – Starting, Completion and Key Dates**

30.1 Delete and insert:

The *Consultant* does not start work until the *starting date*, or a Task Start Date as the case may be, and does the work in accordance with the contract or in the case of a Task Order does the work so that Task Completion is on or before the Task Completion Date.



30.2 In line 1 after "date of" insert "Task Completion for each

respective Task and"Insert new clause 30.4:

30.4 All Task Completion Dates must be on or before the *completion date*.

Insert new clause 30.5:

30.5 A Task Order is not issued after the Completion Date.

Insert new clause 30.6:

30.6 The *Consultant* shall complete any Task Order as soon as reasonably practicable after the Completion Date and the *Consultant* shall only Provide the Services necessary to complete the Task.

### Option Z107 – The Task Order Plan

Insert new clause 31A:

31A.1 If a Task Order plan is not identified in the Task Order, the *Consultant* submits a first Task Order plan to the *Service Manager* for acceptance within 4 weeks of the Task Start Date.

31A.2 The *Consultant* shows on each Task Order plan submitted for acceptance:

- the Task Start Date; the planned Task Completion Date, the Task Completion Date, and *access dates* and Key Dates for the Task Order;
- the order and timing of the work of the operations which the *Consultant* plans to do in order to Provide the Service in accordance with the Task Order;
- the order and timing of the work of the *Client* and Others as last agreed with them by the *Consultant* or, if not so agreed, as stated in the Scope (as may be amended by the Task Order);
- the dates when the *Consultant* plans to meet each Condition stated for the Key Dates for the Task Order and to complete other work needed to allow the *Client* and Others to do their work;
- provisions for:
  - float;
  - time risk allowances;
  - health and safety requirements; and – the procedures set out in the contract.
- the dates when, in order to Provide the Service in accordance with the Task Order plan the *Consultant* will need:

- access to a person, place or thing if later than the access date for the Task Order
  - information and things to be provided by the *Client*; and
  - information and approvals from Others,
- for each operation within a Task Order, a statement of how the *Consultant* plans to do the work identifying the resources which will be used; and
  - other information which the Scope requires the *Consultant* to show on a Task Order plan submitted for acceptance.

31A.3 Within one week of the *Consultant* submitting a Task Order plan for acceptance, the *Service Manager* notifies the *Consultant* of the acceptance of the Task Order plan or the reasons for not accepting it. A reason for not accepting a Task Order plan is that:

- the *Consultant's* plans which it shows are not practicable,
- it does not show the information which the Tasks Order and/or the contract requires, • it does not represent the *Consultant's* plans realistically or
- it does not comply with the Scope.

If the *Service Manager* does not notify acceptance or non-acceptance with the time allowed, the *Consultant* may notify the *Service Manager* of that failure. If the failure continues for a further one week after the *Consultant's* notification, it is treated as an acceptance by the *Service Manager* of the Task Order plan.

### Option Z108 – Revising the Task Order plan

Insert new clause 32A:

32A.1 The *Consultant* shows on each revised Task Order plan:

- the actual progress achieved on each operation and its effect upon the timing of the remaining work,
- how the *Consultant* plans to deal with any delays and to correct notified Defects; and
- any other changes which the *Consultant* proposes to make to the Accepted Task Order Plan.

32A.2 The *Consultant* submits a revised Task Order plan to the *Service Manager* for acceptance:

- within the *period for reply* after the *Service Manager* has instructed the *Consultant* to;
- when the *Consultant* chooses to and; in any case;
- at no longer than five weeks from the Task Start Date until the Completion of the Task Order.

The latest Task Order plan accepted by the *Service Manager* supersedes a previously accepted Task Order plan.

### Option Z109 – Access to people, places and things

Amend clause 33 as follows:



33.1 Insert at the end of the clause "or the date for access shown on the Accepted Task Order Plan as the case may be"

33.2 Insert at the end of the clause "or the latest Accepted Task Order Plan as the case may be"

### Option Z110 – Acceleration

Amend clause 35 as follows:

35.1 In line 2 before "Completion" insert "Task Completion before the Task Completion Date or"

35.1 In the first line of the second bullet point after the second "that the" insert "Task Completion Date and any Key Dates for the Task Order and"

35.2 In line 2 after "earlier" insert "Task Completion Date and/or the earlier"

35.3 In line 2 after "the" insert "Task Completion Date" and after "revised insert "Task Order plan and/or revised"

### Option Z111 – Extending the service

Insert new clause 36

36.1 The contract shall operate for an initial period of four (4) years (the "**Initial Period**") from the Contract Date subject to any earlier termination.

36.2 The *Client* may extend the Initial Period, subject to the satisfactory performance of the *Consultant* under this contract, by a further period of two (2) years (the "**First Extension Period**"). The *Client* notifies the *Consultant* and the *Service Manager* of the period for extension not less than 6 months prior to the expiry of the Initial Period.

36.3 The *Client* may extend the First Extension Period, subject to the satisfactory performance of the *Consultant* under this contract, by a further period of one (1) year (the "**Second Extension Period**"). The *Client* notifies the *Consultant* and the *Service Manager* of the period for extension not less than 3 months prior to the expiry of the First Extension Period.

36.4 Any extension of the period for the carrying out of the *service* is solely at the *Client's* discretion and is subject always to the satisfactory performance of the *Consultant* under this contract.

36.5 Written notice to the *Consultant* from the *Client* shall be conclusive evidence of the *Consultant's* agreement to any extension to extend the period to provide the *service*.

### Option Z112 – Correcting Defects

Insert new clause 41A:



- 41A.1 Until the *defects date* as is set out in a Task Order or the Contract Data (as the case may be) for any Task Order, the *Service Manager* and the *Consultant* notifies the other as soon as they become aware of a Defect related to a Task Order.
- 41A.2 The *Consultant* corrects a Defect related to a Task Order whether or not the *Service Manager* has notified it.
- 41A.3 The *Consultant* corrects a notified Defect related to a Task Order within a time which minimises the adverse effect on the *Client* or Others. If the *Consultant* does not correct a notified Defect within the time required by the Task Order, the *Service Manager*, assesses the cost to the *Client* of having the Defect corrected by other people and the *Consultant* pays this amount. The Scope is treated as having been changed to accept the Defect.
- 41A.4 The *Service Manager* arranges for the *Client* to allow the *Consultant* access if it is needed for correcting a Defect.
- 41A5 The provisions of this clause 41A.5 only apply to a Defect in relation to a Task Order and does not extend or effect the *Consultant's* obligations pursuant to clause 41.

### Option Z113 – Accepting Defects

Insert new clause 42A

- 42A.1 The *Consultant* and the *Service Manager* may propose to the other that a Task Order should be changed so that a Defect relating to a Task Order does not have to be corrected.
- 42A.2 If requested to do so by the *Service Manager*, the *Consultant* submits a quotation for reduced Prices or an earlier Task Completion Date or both within the reasonable time period requested by the *Service Manager* to the *Service Manager* for acceptance. If the quotation is accepted, the *Service Manager* changes the Task Order, the Prices and the Task Completion Date accordingly and accepts the revised Task Order plan.
- 42A.3 The *Service Manager* may instruct that a Defect does not have to be corrected and give an instruction to change the Task Order, the Prices and the Task Completion Date accordingly.

### Option Z114 – Assessing the amount due Insert new clause 50A:

- 50A: It is a condition precedent to any payment for a Task that the *Consultant*:
- includes the correct purchase order, Task Order reference and details of how the amount has been assessed by the *Consultant* and is in the form stated in the Scope; and
  - where required as part of a Task, deliver to the *Client* any undertaking, ultimate holding company guarantee or bond in accordance with the Task. Any failure on the part of the *Consultant* to deliver any undertaking, ultimate holding company guarantee or bond to the *Client* shall allow the *Client* to retain any payment or further payment, as the case may be, which would otherwise be due to the *Consultant* under a Task Order until such time as such





undertaking, ultimate holding company guarantee or bond has been so delivered. **Option Z115 – Indexation** Insert new clause 52.5:

52.5 Upon receipt of the written request by the *Consultant*, the Defined Cost shall be revised on the anniversary of the Contract Date in accordance with the provisions of Schedule 6 (Indexation). The *Consultant* shall provide revised People Rates for inclusion in the Short Schedule of Cost Components.

52.6 Revised People Rates shall not have retrospective effect and shall only be applied to new Tasks which the *Client* may issue after the Revised People Rates take effect. **Option Z116**

**– The *Consultant's* Share** Amend clause 54 as follows:

54.1 In line 2 after “the Prices” and after “Provided to Date” insert “in relation to the provision of the baseline services (as set out in Part S205.1 (Programme of Services) of the Scope)”

54.2 In line 1 after “Provided to Date” and after “the Prices” insert “in relation to the provision of the baseline services (as set out in Part S205.1 (Programme of Services) of the Scope)”

In line 2 after “Provided to Date” insert “in relation to the provision of the baseline services (as set out in Part S205.1 (Programme of Services) of the Scope)”

In line 3 after “Prices” insert “in relation to the provision of the baseline services (as set out in Part S205.1 (Programme of Services) of the Scope)”

54.3 In line 3 after “to Date” and after “the Prices” insert “in relation to the provision of the baseline services (as set out in Part S205.1 (Programme of Services) of the Scope)”

54.4 In line 2 after “to Date” and after “the Prices” insert “in relation to the provision of the baseline services (as set out in Part S205.1 (Programme of Services) of the Scope)”

54.5 The assessment of the *Consultant's* share shall only apply to the carrying out and completion of the baseline services (as set out in Part S205.1 (Programme of Services) of the Scope) and it shall not apply to any individual Task. **Option Z117 – The *Consultant's* Share for a Task** Insert new clause 54A:

54A.1 The *Consultant's* share for a Task (as set out in Part 205.2 (Task Order Scope of Services) of the Scope) shall be determined in accordance with each respective Task Order.

54A.2 Any assessment of the *Consultant's* share for a Task shall be independent to and have no bearing on the assessment of the *Consultant's* share in relation to any other Task nor to the carrying out and completion of the baseline services (as set out in Part S205.1 (Programme of Services) of the Scope).

54A.3

The *Service Manager* assesses the *Consultant's* share of the difference between the agreed Task Order Price and the total of the Price for Service Provided to Date for a Task. The difference is divided into increments falling within each of the share ranges as set out in the Task Order. The limits of a share range are the agreed Task Order Price divided by the total of the Price for Service Provided to Date for a Task, expressed as a percentage. The *Consultant's* share equals the sum of the products of the increment within each share range and the corresponding *Consultant's* share percentage.

54A.4 If the Price for Service Provided to Date for a Task is less than the agreed Task Order Price, the *Consultant* is paid its share of the saving. If the Price for Service Provided to Date for a Task is greater than the agreed Task Order Price, the *Consultant* pays its share of the excess.

54A.5 The *Service Manager* makes a preliminary assessment of the *Consultant's* share at Task Completion using the forecasts of the Price for Service Provided to Date for a Task and the agreed Task Order Price. This share is included in the amount due following Task Completion.

54A.6 The *Service Manager* makes a final assessment of the *Consultant's* share using the final Price for Service Provided to Date for a Task and the agreed Task Order Price. This share is included in the final amount for that Task.

54A.7 On or before the final date for payment of the final amount due for a Task the *Consultant* shall issue a revised Activity Schedule to reflect the final price for that Task and shall show the difference between the final Price for Service Provided to Date for a Task and the agreed Task Order Price for a Task.

### Option Z118 – Compensation Events

60.1(1) After "Scope" insert "or a Task Order as the case may be"

60.1(1) At the end of the first bullet point after "or" insert "a change related to a Continuous Improvement Update"

60.1(2) At the end of the clause insert "or the relevant Accepted Task Order Plan as the case may be."

60.1(3) At the end of the clause insert "or the relevant Task Order plan as the case may be."

60.1(5) In line 1 after "Accepted Programme" insert "or the relevant Accepted Task Order Plan as the case may be."

60.1(12) At the end of the second bullet point insert "or" Insert

new third bullet point after second bullet point:

□ stops the *Consultant* completing the whole of a Task Order by the Task Completion Date shown on the Accepted Task Order Plan. "



60.1(16) After "part one" insert "or a Task Order as the case may be"

### **Option Z119 – Notifying compensation events**

In bullet point 6 after "Completion" insert "or the Task Completion Date"

In line 1 of the final paragraph after "Completion" insert "or the Task Completion Date"

### **Option Z120 – Quotations for compensation events**

62.2 In line 2 after "Completion Date" insert "or the Task Completion Date"

62.2 In line 5 after "Programme" insert "or the Accepted Task Order Plan"

### **Option Z121 – Assessing compensation events**

Amend clause 63 as follows:

63.5A A delay to a Task Completion Date is assessed as the length of time that, due to the compensation event, planned Task Completion is later than planned Task Completion as shown on the Accepted Task Order Plan current at the dividing date.

A delay to a Key Date is assessed as the length of time that, due to the compensation event, the planned date when the Condition stated for a Key Date will be met is later than the date as shown on the Accepted Task Order Plan current at the dividing date.

63.6 In line 1 after "the Prices," insert "the Task Completion Date,"

63.10 In line 2 after "the Prices," insert "the Task Completion Date,"

63.16 If, when assessing a compensation event the People Rates do not include a rate for a category of person required, the *Service Manager* and the *Consultant* may agree a new rate. If they do not agree the *Service Manager* assesses the rate based on the People Rates and determines a new rate. The agreed or assessed rate becomes the People Rate for that category of person.

### **Option Z122 – The *Service Manager's* assessments**

Insert new clause 64A

64A.1 The Service Manager assesses a compensation event in relation to a Task Order:

- if the *Consultant* has not submitted the quotation and details of its assessment within the time allowed,
- if the Service Manager decides that the *Consultant* has not assessed the compensation event correctly in the quotation and has not instructed the *Consultant* to submit a revised quotation,



- if, when the *Consultant* submits quotations for the compensation event, it has not submitted a Task Order plan or alterations to a Task Order plan which the contract requires it to submit,
- if, when the *Consultant* submits quotations for the compensation event, the *Service Manager* has not accepted the *Consultant's* latest Task Order plan for one of the reasons stated in the contract

64A.2 The *Service Manager* assesses the Task Order plan for the remaining work and uses it in the assessment of a compensation event if

- there is no Accepted Task Order Plan to which the compensation event relates,
- the *Consultant* has not submitted a Task Order plan or alterations to a Task Order plan for acceptance as required by the contract or
- the *Service Manager* has not accepted the *Consultant's* latest Task Order plan for one of the reasons stated in the contract.

64A.3 The *Service Manager* notifies the *Consultant* of the assessment of a compensation event and gives details of the assessment within the period allowed for in the *Consultant's* submission of its quotation for the same compensation event. This period starts when the need for the *Service Manager's* assessment becomes apparent.

64A.4 If the *Service Manager* does not assess a compensation event within the time allowed, the *Consultant* may notify the *Service Manager* of that failure. If the *Consultant* submitted more than one quotation for the compensation event, the notification states which quotation the *Consultant* proposes is to be used. If the failure continues for a further two weeks after the *Consultant's* notification it is treated as acceptance by the *Service Manager* of the quotation.

64A.5 The *Service Manager* does not take into account the circumstances relating to any other Task Order or, more generally, the *service* when assessing a compensation event for a particular Task Order and any entitlement to a compensation event in relation to a Task Order does not give rise to and should not be construed as giving rise to any entitlement to any other compensation event.

### **Option Z123 – Implementing compensation events**

66.2 In line 1 after “the Prices,” insert “the Task Completion Date,”

### **Schedule of Cost Components**

Amend the Schedule of Cost Components as follows:

Delete the entire Schedule of Cost Components and insert “Not used”

### **Short Schedule of Cost Components**

Amend the first sentence of the first paragraph as follows:

In line 1 after “Option A” insert “or Option C”



Crown  
Commercial  
Service

### *Standard 'boilerplate' amendments*

Amend the definition of Subcontractors as follows:



Infrastructure  
and Projects  
Authority

Delete clause 21 and insert "Payments to Subcontractors for work which is subcontracted without taking into account any amounts paid to or retained from the Subcontractor by the *Consultant*, which would result the in the *Client* paying or retaining the amount twice.

## SCHEDULE 1 - FINANCIAL DISTRESS

### 1. Definitions

1.1. In this Schedule 1 the following definitions apply:

"Credit Rating Threshold" means the minimum credit rating level for the *Consultant* as set out in Annex 1

"Financial Distress Event" means the occurrence or one or more of the events listed in this Schedule 1

"Financial Distress Service Continuity Plan" means a plan setting out how the *Consultant* will ensure the continued performance in accordance with this contract in the event that a Financial Distress Event occurs;

"Rating Agency" means the rating agency means Dun & Bradstreet.

### 2. Credit rating and duty to notify

2.1. The *Consultant* warrants and represents to the *Client* for the benefit of the *Client* that as at the Contract Date the long-term credit ratings issued for the *Consultant* by the Rating Agency.

2.2. The *Consultant* promptly notifies (or procures that its auditors promptly notify) the *Client* and the *Service Manager* if there is any significant downgrade in the credit rating issued by any Rating Agency for the *Consultant* (and in any event within seven days from the occurrence of the downgrade).

2.3. If there is any downgrade credit rating issued by any Rating Agency for the *Consultant*, the *Consultant* ensures that the *Consultant's* auditors thereafter provide the *Client* or the *Service Manager* within 14 days of a written request by the *Client* or the *Service Manager* with written calculations of the quick ratio for the *Consultant* at such date as may be requested by the *Client* or the *Service Manager*. For these purposes the "quick ratio" on any date means: Where

A. is the value at the relevant date of all cash in hand and at the bank of the *Consultant*

B. is the value of all marketable securities held by the *Consultant* determined using closing prices on the working day preceding the relevant date

C. is the value at the relevant date of all account receivables of the *Consultant* and

D. is the value at the relevant date of the current liabilities of the *Consultant*.

2.4. The *Consultant*:

- regularly monitors the credit ratings of the *Consultant* with the Rating Agencies and

- promptly notifies (or shall procure that its auditors promptly notify) the *Client* and the *Service Manager* following

the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, shall ensure that such notification is made within 14 days of the date on which the *Consultant* first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.

2.5. For the purposes of determining whether a Financial Distress Event has occurred pursuant to the provisions of paragraph, the credit rating of the *Consultant* shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the *Consultant* at or below the applicable Credit Rating Threshold.

### 3. Consequences of a financial distress event

3.1. In the event of:

3.1.1. the credit rating of the *Consultant* dropping below the applicable Credit Rating Threshold;

3.1.2. the *Consultant* issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;

3.1.3. there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the *Consultant*;

3.1.4. the *Consultant* committing a material breach of covenant to its lenders;

3.1.5. a Subcontractor notifying the *Client* that the *Consultant* has not satisfied any sums properly due for a material specified invoice or sequences of invoices that are not subject to a genuine dispute;

3.1.6. any of the following:

- commencement of any litigation against the *Consultant* with respect to financial indebtedness or obligations under this contract;
- non-payment by the *Consultant* of any financial indebtedness; any financial indebtedness of the *Consultant* becoming due as a result of an event of default
- the cancellation or suspension of any financial indebtedness in respect of the *Consultant* in each case which the *Client* or the *Service Manager* reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance of the *Consultant* in accordance with this contract

then, immediately upon notification of the Financial Distress Event (or if the *Client* or the *Service Manager* becomes aware of the Financial Distress Event without notification and brings the event to the attention of the *Consultant*), the *Consultant* shall have the obligations and the *Client* shall have the rights and remedies as set out in paragraphs 3.2 – 3.6.

3.2. The *Consultant*.





3.2.1. at the request of the *Client* meets the *Client* and the *Service Manager* as soon as reasonably practicable (and

in any event within three working days of the initial notification (or awareness) of the Financial Distress Event or such other period as the *Client* or the *Service Manager* may permit and notify to the *Consultant* in writing) to review the effect of the Financial Distress Event on its continued performance in accordance with this contract and

3.2.2. where the *Client* or the *Service Manager* reasonably believes (taking into account any discussions and representations under paragraph 3.2.1) that the Financial Distress Event could impact on the *Consultant's* continued performance in accordance with this Contract:

- submits to the *Client* and the *Service Manager* for approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within 14 days from the initial notification (or awareness) of the Financial Distress Event or such other period as the *Client* or the *Service Manager* may permit and notify to the *Consultant* in writing)
- provides such financial information relating to the *Consultant* as the *Client* or the *Service Manager* may reasonably require.

3.3. The *Client* and the *Service Manager* do not withhold approval of a draft Financial Distress Service Continuity Plan unreasonably. If the *Client* and/or the *Service Manager* do not approve the draft Financial Distress Service Continuity, the *Client* and/or the *Service Manager* inform the *Consultant* of the reasons and the *Consultant* takes those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which the *Consultant* resubmits to the *Client* and the *Service Manager* within seven days of the rejection of the first or subsequent (as the case may be) drafts. This process is repeated until the Financial Distress Service Continuity Plan is approved by the *Client* and/or the *Service Manager* or referred to the dispute resolution procedure.

3.4. If the *Client* and/or the *Service Manager* consider that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, the *Client* and/or the *Service Manager* may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the dispute resolution procedure.

3.5. Following approval of the Financial Distress Service Continuity Plan by the *Client* or the *Service Manager*, the *Consultant*

- reviews on a regular basis (which shall not be less than monthly) the Financial Distress Service Continuity Plan and assesses whether it remains adequate and up to date to ensure the continued performance in accordance with this Contract
- where the Financial Distress Service Continuity Plan is not adequate or up to date in, submits an updated Financial Distress Service Continuity Plan to the *Client* and the *Service Manager* for approval, and the provisions of shall apply to the review and approval process for the updated Financial Distress Service Continuity Plan and
- complies with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).





3.6. Where the *Consultant* reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, the *Consultant* notifies the *Client* and the *Service Manager* and subject to the agreement of the *Client* and/or the *Service Manager*, the *Consultant* is relieved of its obligations under paragraph 3.

#### 4. Termination rights

4.1. The *Client* may terminate the *Consultant's* obligation to Provide the Service (which shall take effect as termination under reason R11) if

- the *Consultant* fails to notify the *Client* and the *Service Manager* of a Financial Distress Event in accordance with paragraph 2.2;
- the *Client* and the *Service Manager* fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with paragraph 3 and/or
- the *Consultant* fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with paragraph 3.

#### 5. Primacy of credit ratings

5.1. Without prejudice to the *Consultant's* obligations and the *Client's* rights and remedies under paragraph 3, if, following the occurrence of a Financial Distress Event pursuant to paragraph 2 to the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:

- the *Consultant* is relieved automatically of its obligations under paragraph 3 and
- the *Client* is not entitled to require the *Consultant* to provide financial information in accordance with paragraph 2.3.

### ANNEX 1: CREDIT RATINGS & CREDIT RATING THRESHOLDS

*Consultant* Credit current rating (long term) [x]

Credit Rating Threshold [x]

## SCHEDULE 2 - GDPR

The following definitions shall apply to this Schedule 2

**Agreement:** this contract;

**Processor Personnel:** means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement

### GDPR CLAUSE DEFINITIONS:

Data Protection Legislation: (i) the GDPR, (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy which, pending a decision from the competent authorities of the EU on the adequacy of the UK data protection regime will include the requirements set out or referenced in Part Three, Title VII, Article 71(1) of the Withdrawal Agreement signed by the UK and the EU in December 2019;

Data Protection Impact Assessment: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer take the meaning given in the Data Protection Legislation.

Data Loss Event: any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

Data Subject Request: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

DPA 2018: Data Protection Act 2018

GDPR: The General Data Protection Regulation (Regulation (EU) 2016/679) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019

Joint Controllers: where two or more Controllers jointly determine the purposes and means of processing

Protective Measures: appropriate technical and organisational measures which may include: pseudonymisation and/or encryption of Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Schedule 3 (Security).

Sub-processor: any third party appointed to process Personal Data on behalf of that Processor related to this Agreement

## 1. DATA PROTECTION

1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the *Client* is the Controller and the *Consultant* is the Processor unless otherwise specified in Schedule 2. The only processing that the Processor is authorised to do is listed in Schedule 2 by the Controller and may not be determined by the Processor.

1.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

1.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the *service*;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

1.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

- (a) process that Personal Data only in accordance with Schedule 2, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
  - (i) nature of the data to be protected;
  - (ii) harm that might result from a Data Loss Event;
  - (iii) state of technological development; and
  - (iv) cost of implementing any measures;
- (c) ensure that:
  - (i) the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule 2);
  - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:



(A) are aware of and comply with the Processor's duties under this clause;

- (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
- (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and
- (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
  - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (in accordance with the Data Protection Legislation) as determined by the Controller;
  - (ii) the Data Subject has enforceable rights and effective legal remedies;
  - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
  - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.

1.5 Subject to clause 1.6, the Processor shall notify the Controller immediately if it:

- (a) receives a Data Subject Request (or purported Data Subject Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

1.6 The Processor's obligation to notify under clause 1.5 shall include the provision of further information to the Controller in phases, as details become available.



1.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

- (a) the Controller with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Controller following any Data Loss Event;
- (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

1.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

- (a) the Controller determines that the processing is not occasional;
- (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
- (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

1.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

1.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.

1.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:

- (a) notify the Controller in writing of the intended Sub-processor and processing;
- (b) obtain the written consent of the Controller;
- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause such that they apply to the Sub-processor; and
- (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

1.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.

1.13 The Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

1.15 Where the Parties include two or more Joint Controllers as identified in Schedule 2 in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Annex A – Part 2 in replacement of Clauses 1.1-1.14 for the Personal Data under Joint Control.

## Annex A - Part 2: Schedule of Processing, Personal Data and Data Subjects

### Processing, Personal Data and Data Subjects

This Schedule shall be completed by the Controller within 20 Working Days after the Contract Date, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

1. The contact details of the Controller's Data Protection Officer are: **Redacted under FOIA section 40, Personal Information.**
2. The contact details of the Processor's Data Protection Officer are: **Redacted under FOIA section 40, Personal Information.**
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Description	Details
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<p>Identity of the Controller and Processor</p>	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the <i>Client</i> is the Controller and the <i>Consultant</i> is the Processor in accordance with Clause 1.1.</p> <p>[Guidance: You may need to vary this section where (in the rare case) the <i>Client</i> and <i>Consultant</i> have a different relationship. For example, where the Parties are Joint Controller of some Personal Data:</p> <p>“Notwithstanding Clause 1.1 the Parties acknowledge that they are also Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <p style="padding-left: 40px;">[Insert the scope of Personal Data which the purposes and means of the processing is determined by the both Parties]</p> <p>In respect of Personal Data under Joint Control, Clause 1.1-1.15 will not apply and the Parties agree to put in place a Joint Controller Agreement as outlined in Schedule Y instead.”</p>
<p>Subject matter of the processing</p>	<p>[This should be a high level, short description of what the processing is about i.e. its subject matter of the contract.</p> <p>Example: The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide a service to members of the public. ]</p>
<p>Duration of the processing</p>	<p>[Clearly set out the duration of the processing including dates]</p>
<p>Nature and purposes of the processing</p>	<p>[Please be as specific as possible, but make sure that you cover all intended purposes.</p> <p>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p>

	The purpose might include: employment processing, statutory obligation, recruitment assessment etc]
Type of Personal Data being Processed	[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]
Categories of Data Subject	[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]
Plan for return and destruction of the data once the processing is complete  UNLESS requirement under union or member state law to preserve that type of data	[Describe how long the data will be retained for, how it be returned or destroyed]



## SCHEDULE 3

### 1. CONTRACT SCHEDULE 3 - SECURITY PROVISIONS

#### 1.1 Definitions

For the purposes of this schedule the following terms shall have the meanings given below:

<b>"Affiliates"</b>	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;
<b>"Breach of Security"</b>	<p>in accordance with the Security Requirements and the Security Policy, the occurrence of:</p> <p>(a) any unauthorised access to or use of the service the Client Premises, the Sites, the Consultant System and/or any ICT, information or data (including the Confidential Information and the Client Data) used by the <i>Client</i> and/or the <i>Consultant</i> in connection with this contract; and/or</p> <p>(b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Client Data), including any copies of such information or data, used by the <i>Client</i> and/or the <i>Consultant</i> in connection with this contract.</p>
<b>"Clearance"</b>	means national security clearance and employment checks undertaken by and/or obtained from the Defence Vetting Agency;
<b>"Consultant Equipment"</b>	the hardware, computer and telecoms devices and equipment supplied by the <i>Consultant</i> or its Subcontractors (but not hired, leased or loaned from the <i>Client</i> ) for the carrying out of the <i>service</i> ;
<b>"Consultant Software"</b>	software which is proprietary to the <i>Consultant</i> , including software which is or will be used by the <i>Consultant</i> for the purposes of carrying out of the <i>service</i> ;
<b>"Consultant System"</b>	the information and communications technology system used by the <i>Consultant</i> in carrying out of the <i>service</i> including the Software, the <i>Consultant</i> Equipment and related cabling (but excluding the Client System);
<b>"Control"</b>	means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "Controls" and "Controlled" shall be interpreted accordingly;

<b>"Default"</b>	any breach of the obligations of the relevant party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant party, its employees, servants, agents or Sub Consultants in connection with or in relation to the subject-matter of this contract and in respect of which such party is liable to the other;
<b>"Dispute Resolution Procedure"</b>	the dispute resolution procedure set out in this contract (if any) or as agreed between the parties;
<b>"Client Premises"</b>	means premises owned, controlled or occupied by the <i>Client</i> or its Affiliates which are made available for use by the <i>Consultant</i> or its Subcontractors for carrying out of the <i>service</i> (or any of them) on the terms set out in this contract or any separate agreement or licence;
<b>"Client System"</b>	the <i>Client's</i> computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the <i>Client</i> or the <i>Consultant</i> in connection with this contract which is owned by or licensed to the <i>Client</i> by a third party and which interfaces with the <i>Consultant System</i> or which is necessary for the <i>Client</i> to receive the <i>service</i> ;
<b>"Environmental Information Regulations"</b>	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such regulations;
<b>"FOIA"</b>	the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation;
<b>"Good Industry Practice"</b>	the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector;
<b>"ICT"</b>	information and communications technology;
<b>"ICT Environment"</b>	the Client System and the <i>Consultant System</i> ;
<b>"Impact Assessment"</b>	an assessment of a Compensation Event;
<b>"Information"</b>	has the meaning given under section 84 of the Freedom of Information Act 2000;

**"Information Assets Register"**

the register of information assets to be created and maintained by the *Consultant* throughout the carrying out of the *service* as described in the contract (if any) or as otherwise agreed between the parties;

**"ISMS"**

the Information Security Management System as defined by ISO/IEC 27001. The scope of the ISMS will be as agreed by the parties and will directly reflect the scope of the *service*;

**"Know-How"**

all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know how relating to the *service* but excluding know how already in the *Consultant's* or the *Client's* possession before this contract;

**"List x"**

means, in relation to a Subcontractor, one who has been placed on List x in accordance with Ministry of Defence guidelines and procedures, due to that Subcontractor undertaking work on its premises marked as CONFIDENTIAL or above;

**"Malicious Software"**

any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;

**"Process"**

has the meaning given to it under the Data Protection Legislation but, for the purposes of this contract, it shall include both manual and automatic processing;

**"Protectively Marked"**

shall have the meaning as set out in the Security Policy Framework.

**"Regulatory Bodies"**

those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this contract or any other affairs of the *Client* and "Regulatory Body" shall be construed accordingly;

<b>"Request for Information"</b>	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
<b>"Security Management Plan"</b>	the <i>Consultant's</i> security plan prepared pursuant to paragraph 1.5.3 of schedule J (Security Management Plan) an outline of which is set out in Appendix 1 of schedule J (Security Management Plan);
<b>"Security Policy Framework"</b>	means the Cabinet Office Security Policy Framework (available from the Cabinet Office Security Policy Division);
<b>"Security Requirements"</b>	means the requirements in the contract relating to security of the carrying out of the <i>service</i> (if any) or such other requirements as the <i>Client</i> may notify to the <i>Consultant</i> from time to time
<b>"Security Tests"</b>	shall have the meaning set out in Appendix 2 (Security Management Plan) [Guidance: define "Security Tests" in Security Management Plan]
<b>"Software"</b>	Specially Written Software, <i>Consultant</i> Software and Third Party Software;
<b>"Specially Written Software"</b>	any software created by the <i>Consultant</i> (or by a third party on behalf of the <i>Consultant</i> ) specifically for the purposes of this contract;
<b>"Staff Vetting Procedures"</b>	the <i>Client's</i> procedures and departmental policies for the vetting of personnel whose role will involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measures, including, but not limited to, the provisions of the Official Secrets Act 1911 to 1989;
<b>"Statement of Applicability"</b> <b>"Standards"</b>	shall have the meaning set out in ISO/IEC 27001 and as agreed by the parties during the procurement phase; the British or international standards, <i>Client's</i> internal policies and procedures, Government codes of practice and guidance together with any other specified policies or procedures referred to in this contract (if any) or as otherwise agreed by the parties;
<b>"Third Party Software"</b>	software which is proprietary to any third party other than an Affiliate of the <i>Consultant</i> which is or will be used by the <i>Consultant</i> for the purposes of carrying out of the <i>service</i> .

## 1.2 Introduction

### 1.2.1 This schedule covers:

- 1.2.1.1 principles of protective security to be applied in carrying out of the *service*;

- 1.2.1.2 wider aspects of security relating to carrying out of the *service*;
- 1.2.1.3 the development, implementation, operation, maintenance and continual improvement of an ISMS;
- 1.2.1.4 the creation and maintenance of the Security Management Plan;
- 1.2.1.5 audit and testing of ISMS compliance with the Security Requirements;
- 1.2.1.6 conformance to ISO/IEC 27001 (Information Security Requirements Specification) and ISO/IEC27002 (Information Security Code of Practice) and;
- 1.2.1.7 obligations in the event of actual, potential or attempted breaches of security.

### 1.3 Principles of Security

- 1.3.1 The *Consultant* acknowledges that the *Client* places great emphasis on the confidentiality, integrity and availability of information and consequently on the security provided by the ISMS.
- 1.3.2 The *Consultant* shall be responsible for the effective performance of the ISMS and shall at all times provide a level of security which:
  - 1.3.2.1 is in accordance with Good Industry Practice, the *law of the contract* and this contract;
  - 1.3.2.2 complies with the Security Policy;
  - 1.3.2.3 complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4) available from the Cabinet Office Security Policy Division (COSPD);
  - 1.3.2.4 meets any specific security threats to the ISMS; and
  - 1.3.2.5 complies with ISO/IEC27001 and ISO/IEC27002 in accordance with paragraph 1.3.2 of this schedule; 1.3.2.6 complies with the Security Requirements; and
  - 1.3.2.7 complies with the *Client's* ICT standards.
- 1.3.3 The references to standards, guidance and policies set out in paragraph 1.3.2.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, from time to time.
- 1.3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the *Consultant* gives an early warning to the *Service*

*Manager* of such inconsistency immediately upon becoming aware of the same, and the *Service Manager* shall, as soon as practicable, advise the *Consultant* which provision the *Consultant* shall be required to comply with.

#### 1.4 ISMS and Security Management Plan

##### 1.4.1 Introduction:

- (i) The *Consultant* shall develop, implement, operate, maintain and continuously improve and maintain an ISMS which will, without prejudice to paragraph 1.3.2, be accepted, by the *Service Manager*, tested in accordance with the provisions relating to testing as set out in the contract (if any) or as otherwise agreed between the Parties, periodically updated and audited in accordance with ISO/IEC 27001.

1.4.1.1 The *Consultant* shall develop and maintain a Security Management Plan in accordance with this Schedule to apply during the carrying out of the *service*.

1.4.1.2 The *Consultant* shall comply with its obligations set out in the Security Management Plan.

1.4.1.3 Both the ISMS and the Security Management Plan shall, unless otherwise specified by the *Client*, aim to protect all aspects of the *service* and all processes associated with carrying out of the *service*, including the construction, use, alterations or demolition of the *service*, the *Consultant* System and any ICT, information and data (including the Client Confidential Information and the Client Data) to the extent used by the *Client* or the *Consultant* in connection with this contract.

##### 1.4.2 Development of the Security Management Plan:

1.4.2.1 Within 20 Working Days after the Contract Date and in accordance with paragraph 1.4.4 (Amendment and Revision), the *Consultant* will prepare and deliver to the *Service Manager* for acceptance a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan set out in Appendix 2 of this Part 2 of this Contract Schedule J.

1.4.2.2 If the Security Management Plan, or any subsequent revision to it in accordance with paragraph 1.4.4 (Amendment and Revision), is accepted by the *Service Manager* it will be adopted immediately and will replace the previous version of the Security Management Plan at Appendix 2 of this Part 2 of this Contract Schedule J. If the Security Management Plan is not accepted by the *Service Manager* the *Consultant* shall amend it within 10 Working Days or such other period as the parties may agree in writing of a notice of non- acceptance from the *Service Manager* and re-submit to the *Service Manager* for accepted. The parties



will use all reasonable endeavours to ensure that the acceptance process takes as little time as possible and in any event no longer than 15 Working Days (or such other period as the parties may agree in writing) from the date of its first submission to the *Service Manager*. If the *Service Manager* does not accept the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure. No acceptance to be given by the *Service Manager* pursuant to this paragraph 1.4.2.2 of this schedule may be unreasonably withheld or delayed. However, any failure to accept the Security Management Plan on the grounds that it does not comply with the requirements set out in paragraph 1.4.3.4 shall be deemed to be reasonable.

#### 1.4.3 Content of the Security Management Plan:

- 1.4.3.1 The Security Management Plan will set out the security measures to be implemented and maintained by the *Consultant* in relation to all aspects of the *service* and all processes associated with carrying out of the *service* and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the *service* comply with the provisions of this schedule (including the principles set out in paragraph 1.3);
- 1.4.3.2 The Security Management Plan (including the draft version) should also set out the plans for transiting all security arrangements and responsibilities from those in place at the Contract Date to those incorporated in the *Consultant's* ISMS at the date notified by the *Service Manager* to the *Consultant* for the *Consultant* to meet the full obligations of the Security Requirements.
- 1.4.3.3 The Security Management Plan will be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other schedules of this contract which cover specific areas included within that standard.
- 1.4.3.4 The Security Management Plan shall be written in plain English in language which is readily comprehensible to the staff of the *Consultant* and the *Client* engaged in the *service* and shall only reference documents which are in the possession of the *Client* or whose location is otherwise specified in this schedule.

#### 1.4.4 Amendment and Revision of the ISMS and Security Management Plan:

- 1.4.4.1 The ISMS and Security Management Plan will be fully reviewed and updated by the *Consultant* annually or from time to time to reflect:
  - (a) emerging changes in Good Industry Practice;

- (b) any change or proposed change to the Consultant System, the *service* and/or associated processes;
  - (c) any new perceived or changed security threats; and
  - (d) any reasonable request by the *Service Manager*.
- 1.4.4.2 The *Consultant* will provide the *Service Manager* with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and Security Management Plan at no additional cost to the *Client*. The results of the review should include, without limitation:
  - (a) suggested improvements to the effectiveness of the ISMS;
  - (b) updates to the risk assessments;
  - (c) proposed modifications to the procedures and controls that effect information security to respond to events that may impact on the ISMS; and
  - (d) suggested improvements in measuring the effectiveness of controls.
- 1.4.4.3 On receipt of the results of such reviews, the *Service Manager* will accept any amendments or revisions to the ISMS or Security Management Plan in accordance with the process set out at paragraph 1.4.2.2.
- 1.4.4.4 Any change or amendment which the *Consultant* proposes to make to the ISMS or Security Management Plan (as a result of a *Service Manager's* request or change to the *service* or otherwise) shall be subject to the early warning procedure and shall not be implemented until accepted in writing by the *Service Manager*.
- 1.4.5 Testing
  - 1.4.5.1 The *Consultant* shall conduct Security Tests of the ISMS on an annual basis or as otherwise agreed by the parties. The date, timing, content and conduct of such Security Tests shall be agreed in advance with the *Service Manager*.
  - 1.4.5.2 The *Service Manager* shall be entitled to witness the conduct of the Security Tests. The *Consultant* shall provide the *Service Manager* with the results of such tests (in a form accepted by the *Client* in advance) as soon as practicable after completion of each Security Test.
  - 1.4.5.3 Without prejudice to any other right of audit or access granted to the *Client* pursuant to this contract, the *Service Manager* and/or its authorised representatives shall be entitled, at any



time and without giving notice to the *Consultant*, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the *Consultant's* compliance with the ISMS and the Security Management Plan. The *Service Manager* may notify the *Consultant* of the results of such tests after completion of each such test. Security Tests shall be designed and implemented so as to minimise the impact on the carrying out of the *service*. If such tests adversely affect the *Consultant's* ability to carry out the *service* in accordance with the Scope, the *Consultant* shall be granted relief against any resultant under-performance for the period of the tests.

- 1.4.5.4 Where any Security Test carried out pursuant to paragraphs 1.4.5.2 or 1.4.5.3 above reveals any actual or potential Breach of Security, the *Consultant* shall promptly notify the *Service Manager* of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the *Consultant* proposes to make in order to correct such failure or weakness. Subject to the *Service Manager's* acceptance in accordance with paragraph (i), the *Consultant* shall implement such changes to the ISMS and the Security Management Plan in accordance with the timetable agreed with the *Service Manager* or, otherwise, as soon as reasonably possible. Where the change to the ISMS or Security Management Plan is made to address a non-compliance with the Security Policy or Security Requirements, the change to the ISMS or Security Management Plan is Disallowed Cost.

## 1.5 Compliance with ISO/IEC 27001

- 1.5.1 Unless otherwise agreed by the parties, the *Consultant* shall obtain independent certification of the ISMS to ISO/IEC 27001 within 12 months of the Contract Date and shall maintain such certification until the Defects Certificate or a termination certificate has been issued.
- 1.5.2 In the event that paragraph 1.5.1 above applies, if certain parts of the ISMS do not conform to Good Industry Practice, or controls as described in ISO/IEC 27002 are not consistent with the Security Policy, and, as a result, the *Consultant* reasonably believes that it is not compliant with ISO/IEC 27001, the *Consultant* shall promptly notify the *Service Manager* of this and the *Client* in its absolute discretion may waive the requirement for certification in respect of the relevant parts.
- 1.5.3 The *Service Manager* shall be entitled to carry out such regular security audits as may be required and in accordance with Good Industry Practice, in order to ensure that the ISMS maintains compliance with the principles and practices of ISO 27001.
- 1.5.4 If, on the basis of evidence provided by such audits, it is the *Service Manager's* reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 is not being achieved by the *Consultant*, then

the *Service Manager* shall notify the *Consultant* of the same and give the *Consultant* a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to become compliant with the principles and practices of ISO/IEC 27001. If the *Consultant* does not become compliant within the required time then the *Service Manager* has the right to obtain an independent audit against these standards in whole or in part.

- 1.5.5 If, as a result of any such independent audit as described in paragraph 1.5.4 the *Consultant* is found to be non-compliant with the principles and practices of ISO/IEC 27001 then the *Consultant* shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the *Client* in obtaining such audit.

## 1.6 Breach of Security

- 1.6.1 Either party shall give an early warning to the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.

- 1.6.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in paragraph 1.6.1, the *Consultant* shall:

- 1.6.2.1 immediately take all reasonable steps necessary to:

- (a) remedy such breach or protect the integrity of the ISMS against any such potential or attempted breach or threat; and
- (b) prevent an equivalent breach in the future.

such steps shall include any action or changes reasonably required by the *Service Manager*; and

- 1.6.2.2 as soon as reasonably practicable provide to the *Service Manager* full details (using such reporting mechanism as defined by the ISMS) of the Breach of Security or the potential or attempted Breach of Security.

## SCHEDULE 5 CYBER ESSENTIALS

### CYBER ESSENTIALS SCHEME

#### 1. DEFINITIONS

1.1 In this Schedule, the following words shall have the following meanings:

<b>"Cyber Essentials Scheme"</b>	the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats (as may be amended from time to time). Details of the Cyber Essentials Scheme can be found here: <a href="https://www.ncsc.gov.uk/cyberessentials/overview">https://www.ncsc.gov.uk/cyberessentials/overview</a> ;
<b>"Cyber Essentials Basic Certificate"</b>	the certificate awarded on the basis of self-assessment, verified by an independent certification body, under the Cyber Essentials Scheme and is the basic level of assurance;
<b>"Cyber Essentials Certificate"</b>	Cyber Essentials Basic Certificate, the Cyber Essentials Plus Certificate or the Cyber Essential Scheme certificate equivalent to be provided by the <i>Consultant</i> as set out in the Framework Data Sheet;
<b>"Cyber Essential Scheme Data"</b>	sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme; and
<b>"Cyber Essentials Plus Certificate"</b>	the certification awarded on the basis of external testing by an independent certification body of the <i>Consultant's</i> cyber security approach under the Cyber Essentials Scheme and is a more advanced level of assurance.

#### 2. CYBER ESSENTIALS OBLIGATIONS

2.1 Where the Scope requires that the *Consultant* provide a Cyber Essentials Certificate prior to the execution of the *service* the *Consultant* shall provide a valid Cyber Essentials Certificate, then on or prior to the commencement of the *service* the *Consultant* delivers to the *Client* evidence of the same. Where the *Consultant* fails to comply with this paragraph it shall be prohibited from commencing the carrying out of the *service* under any contract until such time as the *Consultant* has evidenced to the *Client* its compliance with this paragraph 2.1.

- 2.2 Where the *Consultant* continues to Process Cyber Essentials Scheme Data during the carrying out of the *service* the *Consultant* delivers to the *Client* evidence of renewal of the Cyber Essentials Certificate on each anniversary of the first applicable certificate obtained by the *Consultant* under paragraph 2.1.
- 2.3 Where the *Consultant* is due to Process Cyber Essentials Scheme Data after the commencement of the *service* but before completion of the *service* the *Consultant* delivers to the *Client* evidence of:
- 2.3.1 a valid and current Cyber Essentials Certificate before the *Consultant* Processes any such Cyber Essentials Scheme Data; and
- 2.3.2 renewal of the valid Cyber Essentials Certificate on each anniversary of the first Cyber Essentials Scheme certificate obtained by the *Consultant* under paragraph 2.1.
- 2.4 In the event that the *Consultant* fails to comply with paragraphs 2.2 or 2.3 (as applicable), the *Client* reserves the right to terminate this contract for material Default.
- 2.5 The *Consultant* ensures that all sub-contracts with Sub-Consultants who Process Cyber Essentials Data contain provisions no less onerous on the Sub-Consultants than those imposed on the *Consultant* under this contract in respect of the Cyber Essentials Scheme under paragraph 2.1 of this Schedule
- 2.6 This Schedule shall survive termination or expiry of this contract.

## SCHEDULE 6 – INDEXATION

The *Consultant* shall provide People Rates as part of their tender. The People Rates will be included in the Short Schedule of Cost Components.

The People Rates shall not be revised for a period of 12 months from the Contract Date but, upon receipt of the written request by the *Consultant* shall be revised thereafter, on each subsequent anniversary of the Contract Date with the agreement of both the *Client* and the *Consultant*, in accordance with the formula set out below. However, if the *Consultant*, when quoting for a Task, wishes to **reduce** the rates in the People Rates they are free to do so.

Each agreed rate variation will be valid for a period of 12 months and shall take effect on the annual anniversary of the Contract Date.

Rate revision formula:

The Percentage Uplift is calculated in accordance with the following formula:

$$A = \frac{1 + (C - B)}{B}$$

Where:

A = Percentage Uplift

B = CPI for month the contract is entered into or date of previous annual anniversary of Contract Date

C = increase in index at each subsequent anniversary of Contract Date.

The index to be used shall be the CPI.

No existing Task or any compensation event which the *Client* may instruct shall be subject to any change to the People Rates. Only new Task Orders which are instructed by the *Client* after revised People Rates take effect shall be subject to any uplift.

## **SCHEDULE 2**

### **Scope**

# VOLUME 4 - PSC Scope

## SPECIALIST SERVICES PARTNER

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Appendix 8 – Form of Performance Bond

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## S 050 Definitions

The following definitions apply to capitalised terms in this Scope of works:

Term	Definition
Approved for Construction	Documents that have been issued for construction and approved by the Service Manager as complete.
AfL	Agreement for Lease
B2IM	Better Building Information Management
Basis of Design	A detailed, narrative document that describes the <i>Client's</i> key design principles.
BBA	Bomb Blast Assessment
BIM Model	Building Information Management. Three-dimensional representation of the facility design used as a tool to manage the design coordination activities
BREEAM	The Building Research Establishment Environmental Assessment Method for rating and certifying the sustainability of buildings
CDE	Common Data Environment
CDEL	Capital Departmental Expenditure Limit
CO	Cabinet Office
COSC	Cabinet Office Spend Controls
CPPB	Capital Projects Programme Board
CR	Change Request
CRF	Change Request Form
Construction Contract	The contract between the <i>Client</i> and the Construction Contractor
Construction Contract Completion	The completion of Construction Contract in line with the requirement under that agreement. Defined as Practical Completion under a JCT form of contract or Completion under the NEC form.
Construction Contract Scope	JCT Employers Requirements or NEC Scope document

Cat A Fit Out	<p>A Cat A fit out is the basic finishing of an interior space and includes installation of:</p> <ul style="list-style-type: none"> <li>● HVAC (fan coils, ducts, grilles and diffusers, pipework etc.)</li> </ul>
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	<ul style="list-style-type: none"> <li>● Electrical services (tray/conduit/basket, lighting, power, fire alarm etc.)</li> <li>● Suspended / MF ceilings</li> <li>● Raised access flooring (unfinished)</li> <li>● Public Health (wc sanitary &amp; drainage) - if within the demise.</li> <li>● Public Health (drainage for kitchen/tea point facilities)</li> <li>● Basic internal finishes</li> <li>● Lifts (If Cat A includes Shell &amp; Core)</li> <li>● Sprinklers, if required</li> <li>● External Landscaping, which may include elements such as DDA, Lighting and HVM works (depending on procurement route and timing of engagement)</li> </ul>
Cat B Fit Out	<p>the operational fit out of an interior space and includes installation of:</p> <ul style="list-style-type: none"> <li>● Partitions and doors (inc. meeting rooms, offices, breakout spaces, MERs and SERs)</li> <li>● Floor finishes</li> <li>● Specialist lighting and facilities</li> <li>● Cafés, tea points and kitchen areas</li> <li>● Modified HVAC, small power, lighting and fire alarms</li> <li>● IT installation and infrastructure</li> <li>● Modified sprinklers – if installed</li> <li>● Security installation – access control, security alarms, cctv etc.</li> <li>● External Landscaping, which may include elements such as DDA, Lighting and HVM works (depending on procurement route and timing of engagement)</li> </ul>

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Cat C Fit Out	<p>A Cat C fit out is the final fit out of an interior space and includes installation of:</p> <ul style="list-style-type: none"> <li>• Furniture, Fittings and Equipment (FF&amp;E)</li> <li>• Branded material and décor</li> <li>• Built in Cabinetry</li> </ul>
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	<ul style="list-style-type: none"> <li>• Bespoke Joinery</li> <li>• AV Equipment</li> </ul>
Construction Contractors	The construction contractors are the <i>Client's</i> construction contractors engaged under a separate contract.
<i>Client</i> Design Guides & Technical Annexes	Standards owned by Design & Engineering as further identified in S 400 Specification and standards
Delivery Strategy	As defined in section S 105.5 Overreaching Programme Delivery Strategy
Design Guide	<i>Client's</i> design guides identified in S 400 Specification and standards
Design Team	<i>Consultant's</i> design organisation
Document Control Procedure	Defined process to appropriately managed all project documentation and drawings
ECI	Early Contractor Involvement
ECI Contract	The contract between the <i>Client</i> and Construction Contractor to provide ECI services
ECI Scope	The document outlining the service requirements for ECI.
EPC	Energy Performance Certificates
ER	Employer Requirements
ExCo	Executive Committee

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FBC	Full Business Case
FTE	Full Time Equivalent
Gateway Approval	As defined in S 1020 Approvals from Others
GMP	Good Manufacturing Practice
GMPP	Government Major Projects Portfolio
GPA	Government Property Agency

HMT	Her Majesty's Treasury
IAAP	Integrated Assurance and Approval Plan
IC	Investment Committee
ICT	Information and Communication Technology
IM	Information Model including the BIM Model
Information Manager	The information manager is responsible for managing the Common Data Environment
Integrated Delivery Team	The team providing services for project delivery including the three Professional Service Partners and the Construction Contractor.
IPA	Infrastructure Projects Authority
Key Roles Interface Chart	Organisation chart for the project, overlaid with additional information to describe key communication routes
LAD	Lease Approval Document
Landlord Work`	Work undertaken by Others prior to the <i>Client</i> taking over the building.
LPB	Location and Property Board
MoU	Memorandum of Understanding
NABERS UK	UK version of the National Australian Built Environment Rating System
NZP	Net Zero Policy

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ToR	Terms of Reference
OBC	Outline Business Case
OGDs	Other Government Departments
PBC	Programme Business Case
PM	Project Manager
PMO	Programme Management Office
Project Plan	Master programme used to monitor the progress of the entire construction project. This is the programme under the Construction Contract.
Principal Designer	A principal designer is a designer who is an organisation appointed by the <i>Client</i> to take control of the pre-construction phase of any project involving more than one contractor, in accordance with Construction (Design and Management) Regulations 2015

Project Execution Plan	Management document that describes the key strategies to manage the project to a successful outcome and to meet Business needs
Project Communication Plan	See section S 205.2 Task Order Scope of <i>service</i>
PWA	Project Web App
QS	Quantity Surveyor (Project Cost Manager)
RAID	Risks, Assumptions, Issues and Dependencies
RASCI	Responsible, Accountable, Supporting, Consulted, Informed
RDEL	Resource Departmental Expenditure Limit

Refurbishment Projects	<p>A refurbishment project may comprise of:</p> <ul style="list-style-type: none"> <li>• Strippout of existing MEP installations within a space.</li> <li>• Potential strippout and replacement of main plant (assuming not external Landlord owned / managed).</li> <li>• Potential roof, glazing, insulation, facade replacement/upgrades (assuming not external Landlord owned / managed)</li> <li>• Inclusion of all Cat A, B and C elements above - but delivered as a cohesive package to limit waste.</li> </ul> <p>Potential upgrades to incoming utilities to cater for increased loads or required resilience.</p>
RFI	Request for Information
RFP	Request for Proposal
RIBA	Royal Institute of British Architects
RPA	Risk Potential Assessment
SAM	Stakeholder and Approvals Manager
Shell and Core	<p>A weather-proofed space that is complete from the outside and is ready for fit out activities to take place. Items that are complete include:</p> <ul style="list-style-type: none"> <li>• Lobbies</li> <li>• Lift shafts</li> <li>• Concrete and metal frame</li> </ul>

	<ul style="list-style-type: none"> <li>• Structural elements</li> </ul>
SOC	Strategic Outline Case
Suitable Qualified and Experienced Register	A list of all Designers who are carrying out significant activities and have proven their competence to carry out their design responsibilities documenting to the <i>Client</i> , on a yearly basis, that personnel have maintained their professional accreditation.
SHE	Safety, Health and Environment

SLT	Capital Projects Senior Leadership Team
SRO	Senior Responsible Officer
Strategic Project Team	The ultimate stakeholders having approval or beneficial interest in the project. The interface between the project and the <i>Consultant</i> is managed by the <i>Client's</i> Stakeholder and Approvals Manager.
Technical Bid Analysis	Selection process which focuses solely on technical discriminators to identify the most appropriate bid offer
TARA	Threat and Risk Assessment
VIP	Viewpoint for Projects Common Data Environment
WHC	Whitehall Campus

## S 100 Purpose of the service

The purpose of the *service* is to integrate the *Consultant* as a professional services partner to the *Client* that provides Specialist Services as stated in this Scope. The *Consultant* supports and works alongside the *Client* to deliver the Government Hubs and Whitehall Campus Programme specified in this Scope.

## S 105 Background

The *Client* (GPA) is at the forefront of the government's transformation agenda helping government departments to deliver their business needs. The *Client* is rationalising and improving the estate, creating shared, sustainable spaces with transformed digital tools and modern workplace services. The *Client* is driving sustainability to achieve the government's carbon net zero ambition, adopting modern technology, and reshaping its services to deliver a revised workplace strategy that is genuinely people focused.

The *Client's* strategic outcomes are to:

- Help transform the civil service,
- Promote growth across the UK,
- Contribute to net zero, and
- Achieve better value in the civil service estate

In order to give effect to its strategic outcomes through this programme of works the *Client* has set the following strategic objectives:

- Make best use of private sector expertise through a series of strategic partnerships like the one formed with the *Consultant* though these *conditions of contract* to support the *Client's* delivery strategy and strengthen both capacity and capability within the *Client's* team.

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- Integrating project delivery through contracts that are programme rather than project led unifying delivery across project teams and encouraging collaborative working
- Create consistent performance across the various regions and contracts driven by quality of the teams deployed
- Create a framework and promote collaborative working within project teams

### S 105.1 The *Consultant's* Objectives

The *Client's* objectives for these *Conditions of contract*, and thus the objectives the *Consultant* must adhere to in Providing the Service are:

- Provide national specialist and technical assurance services coverage across the UK offering expert services in all areas from project RIBA Stage 0 - Strategic Definition to RIBA Stage 7 - Use
- Become scalable to grow with the *Client* and support the *Client* to strategically manage the government property portfolio presented over the *service period*
- Promptly respond to and provide the resources identified in Section S 205.2 for each Task Order issued in accordance with this contract
- Become a strategic partner, integrate with the *Client's* team and become an integral part of delivering the *Client's* portfolio of work
- Create and improve the efficiency and effectiveness of the government estate proactively participating in shaping the *Client's* strategic direction and approach and developing an understanding of the *Client's* culture and requirements,
- Be responsive to changing demands and provide the appropriate level of resources required to maintain the rapid pace to deliver the *Client's* programme,
- Maintain visibility and comply with government and statutory governance requirements, legislation and policy objectives.
- Bring the latest marketplace innovations, access to market leading solutions, innovation and ability to provide a step change in customer service and quality that reflects the ambition of the *Client* whilst delivering on time and achieving value for money.
- Drive social value, including contributing to GPA's Net Zero agenda

### S 105.2 Strategic Partnering

The *Client's* approach to strategic partnering is in line with Government Commercial Function good practice and the *Consultant* was selected based on their demonstration of willingness to adopt a partnering approach for mutual benefit. The relationship between partners is managed in line with the GPA's Strategic Partner Charter in Appendix 2.

### S 105.3 Procurement

The *Consultant* was appointed to these *conditions of contract* following a successful outcome within a competitive tender exercise under the Crown Commercial Services Framework – RM 6165 – Construction Professional Services – Lot 1 Built Environment.



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### S 105.5 Overreaching Programme Delivery Strategy

The *Consultant* is one of the Professional Services Partners appointed by the *Client* to deliver the wider Capital Projects delivery strategy.

The overarching delivery strategy for these *conditions of contract* is,

- The *Client* appoints the *Consultant* to provide specialist and technical assurance services to the *Client* as defined in these *conditions of contract*;
- The *Client* has appointed two other professional services partners to provide project and cost management services, and design services,
- The professional services partners work together with the *Client* and Others to discuss, influence, set, implement and resource the strategic direction of the *Client's* construction activities,
- The *Client* appoints a Construction Contractor to deliver Early Contractor Involvement, Shell and Core and Fit Out as required for each project ○ The *Consultant* provides the Scope stated in S 205.1 Programmatic scope of service for the duration of the *service period*
- The *Consultant* is issued Task Orders if they are requested to provide the Scope in S 205.2 Task Order Scope of *service* ○ Task Orders are issued by the *Service Manager* accordance with these *conditions of contract*

### S 105.4 Professional services Work Packages

The *service* provided by the *Consultant* forms one of the three professional services partnership work packages. These are:

- Work Package 1 – Project and Cost Management
- Work Package 2 – Design Services
- Work Package 3 – Specialist Services

The *Consultant* provides the *service* in collaboration with the *Client's* other professional services partners as stated in S 905 Co-ordination and co-operation

### S 105.5 Works to the undertaken by the *Client*

The *Client's* portfolio is separated into two high level categories of project: new builds and refurbishments. These categories are divided into subcategories based on the level and complexity of work undertaken by the Construction Contractor and presented below.

New Build	
Turnkey	The <i>Client</i> provides a site to the Construction Contractor to complete full shell and core and fitout works

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Complete Fit Out	The <i>Client</i> provides a shell and core building to a Construction Contractor to complete CAT A, B & C fit out
Partial Fit Out	The <i>Client</i> provides a shell and core building with CAT A complete to a Construction Contractor. The Construction Contractor completed CAT B & C fitout. Note some elements of the CAT A fitout completed by the Developer will need to be redone by the Construction Contractor.
Furniture	The <i>Client</i> provides to the Construction Contractor a building which is fit out to CAT B and the Construction Contractor is required to complete CAT C fit out.
Refurbishment	
Major/ Minor	The <i>Client</i> provides a building to the Construction Contractor to remove any previously completed fit out works and complete CAT A and CAT B fitout
Heritage	The <i>Client</i> provides a heritage building to the Construction Contractor to remove any previously completed fit out works and complete CAT A and CAT B fitout in accordance with the Heritage Requirements

The *Client's* portfolio also contains certain special purpose buildings that will require the *Consultant* to provide the following additional Scope in Providing the Service.

Additional Scope	
High Security	As identified in Section S205.5.1
Heritage/Listed Building	As identified in Section S205.5.2

Early Contractor Involvement (ECI) may be used on any model to obtain input from the Construction Contractor.

### S 105.6 Key services covered by these conditions of contract

The *Consultant* provides Specialist Services, which includes the provision of people to cover a range of *Client* roles. These include, but are not limited to:

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- CDM Manager
- Compliance and Handover Manager
- Physical Security Engineer
- Fire Engineering Manager
- Sustainability Manager
- Workplace Design Manager
- NABERS Assessor
- Workplace Designer
- Senior Fire Safety Officer
- BIM Manager
- MEP Manager
- MEP Engineer
- Fire Clerks of Work
- Clerks of Work
- Government Soft Landing Champion
- BREEAM AP

The *Consultant* has been assessed and is expected to have and make available for this Scope the above stated resources and any further resource identified in the Schedule of Cost Components or required for delivering the *service*.

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## **S 200 Description of the service**

### **S 205 – Description of the service**

#### **S 205.1 Programmatic scope of service**

The *Consultant* integrates themselves within the *Client's* project delivery team and becomes an integral part in shaping, informing and influencing how the *Client* delivers Capital Projects. The *Consultant* appropriately challenges and pushes the *Client's* thinking and approach the delivery of Capital Projects and provides programme wide recommendations on new ways of optimising delivery through the Service Period.

The *Client* undertakes the Intelligent *Client* role managing overall governance of Capital Project to both support and hold to account the delivery of these.

This Scope comprises of 6 Work Elements that are to be provided for the duration that the *Consultant* Provides the Service. These are:

- Account and Support Structure
- Resource Planning
- Programme and Contract Management
- Stakeholder Engagement and Management
- Capital Project Delivery Strategy
- *Client's* Standards Review

A description for the *service* required for each Work Element is outlined below. The following documents provide the details of the delivery requirements.

#### *S 205.1.1 Account and support structure*

The *Consultant* maintains the level of resources required for Providing the Service and provides the appropriate resources to fulfil the requirements outlined in any Task Order and this Scope. The resources provided by the *Consultant* have the appropriate qualification and experience and security clearance (S 535 Security) to deliver the *service* as reasonably expected of a professional person in the relevant professional discipline and are identified in the Suitably Qualified and Experienced Register. The *Consultant's* Suitably Qualified and Experienced Register is aligned to the *Consultant's* organisational chart as identified in section S 905.2 Organisation Charts and is updated and submitted to the *Service Manager* quarterly.

The *Consultant* provides a *Senior Representative* to attend and participate at Programme Board level meetings for the duration of the Service Period and any subsequent extensions. The *Senior Representative* must have the authority within the *Consultant's* organisation to make decisions on any matter regarding these *conditions of contract* without obtaining further approval from within the *Consultant's* organisation.

The *Consultant* is expected to maintain for the Service Period a centralised account and support service both centrally of the overall programme of works and locally for each individual Project. The *Consultant's* Senior Representative keep a record of the resources deployer in order to provide the support service and reports on the structure of this in the Quarterly Partner Meeting

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The *Consultant's* Senior Representative is accountable for and responsible for maintaining the performance of the *Consultant* Providing the Service for the Service Period including:

- Maintaining and submitting to the *Service Manager* within two weeks of the starting date and a week prior to a Quarterly Partner Meeting for acceptance
  - Programme Charter
  - Key Stakeholder Register
  - Quality Management Plan
  - Organisation Chart
  - Suitably Qualified and Experienced Register
  - Report on agreed KPI Scores

### *S 205.1.2 Resource and planning*

The *Consultant* provides suitably skilled and experienced teams chosen from the Suitably Qualified and Experienced Register for each Task. The *Consultant's* resource allocation corresponds to the PMO & WSO Schedule. The *Consultant* raises an early warning as soon as it becomes aware that a *key person* needs to be replaced.

### *S 205.1.3 Programme/Contract Management*

The *Consultant* provides Project and Contract management for this *service*, which includes the creation and management of a plan and programme, contract & cost management for the programmatic and Task requirements to discharge the requirements of this Scope.

The *Consultant's* plan and programme will be used to drive the coordination of the pipeline of works as well as the *Consultant's* Tasks and be fully compliant with programme and plan requirements of this Scope and Clause 31.

The *Consultant* updates and submits to the *Service Manager* assessments of costs before the assessment date, updates the programme and Task Order Plans as required by these *conditions of contract* and includes the accepted documents in their monthly reports.

### *S 205.1.4 Contract Management Deliverables*

The *Consultant* produces the following project/contract management deliverables:

- Project Management Plan - submitted within 4 weeks of Contract Date;
- Project Quality Plan - submitted as stated in the Contract Data;
- Resource Allocation Tracker -on a monthly basis
- *Consultant's* Early Warning Register - as per Clause 11.2(7);
- Progress Reports - as per S 825 - Reporting formats and requirements (e.g. progress reports).;
- Accepted Plan and Programme - as per Clause 11(2).2 and S 705.9; ● Revised Plan and Programmes - as per Clause 32 and S 705.8; and ● Fee Cost Reports - as per section S 825.
- Programme and project Early Warning Register

*S 205.1.5 Design Management*

Where instructed to undertake Design work, the *Consultant* produces the following deliverables and submits to the Service Manager within four weeks of the Contract Date:

- Design Management Plan;
- Design Change Process to manage the *Client's* Design Guides
- Design Quality Assurance Process to ensure that the design goes through process with the correct reviews and reviewee's;
- Design Deliverables List; and
- Suitably Qualified and Experienced Register.

*S 205.1.6 Stakeholder engagement and management*

The *Consultant* establishes and maintains effective communications and stakeholder management through the Service Period. The key stakeholders are provided by the *Client* in S 805 – *Client* Team

The *Consultant* develops and maintains a Key Stakeholder Register and supports the *Service Manager* to manage any stakeholder relationships. The *Service Manager* may delegate stakeholder management responsibility to the *Consultant* where such delegation is deemed by both parties to be beneficial to expedite project delivery.

*S 205.1.7 Capital Programs Delivery Strategy*

The *Consultant* participates in Programme Board level meetings and informs the *Client's* Capital Programs Delivery Strategy to develop the requirements and assist the *Client* in achieving the programme's objectives stated in S 105.1 The *Consultant's* Objectives

The *Consultant's* contributions to shaping the *Client's* Capital Programs Delivery Strategy include:

1. Establishing and running workshops aimed at creating Value Engineering propositions by reviewing the *Client's* Design Standards, requirements and ways of working
2. Attending Project briefings, meetings and workshops to gain an understanding of the *Client's* portfolio of Projects
3. Identifying opportunities to accelerate the programme of any Task Order or sequence projects in such a way as to make best use of the *Consultant's* resources
4. Maintain an up-to-date knowledge bank including best practice and lessons learned on behalf of the *Client* which is deployed to every Task Order
5. Proving a centralised team for advice and oversight with localised regional expertise and knowledge
6. Recommendation on the implementation of automation and technology solutions and targeted support for GPA in their strategic intent in provision of best-in-class services to end customer with focus on Net Zero, Government Soft Landings and end to end lifecycle information management best practice (B2IM).
7. Sharing market knowledge and insights from other related sectors to help improve the delivery strategy

*S 205.1.8 Client's Standards Review*

*S 205.1.8.1 Client's Requirements and Design Standards*

The *Client* maintains a Knowledge Bank containing the *Client's* up to date service specifications and standards identified in section S 400 Specification and standards as these are updated through the *Service Period*. The Project Manager Partner is responsible to ensure the latest specifications and standards and exiting information are provided to the *Consultant*. The *Consultant* verifies and provides support to the Project Management Partner to ensures that the *Consultant* and the IDT are working to the latest specifications and standards for the duration they are Providing the Service and coordinates the exchange of *Client* standards and specifications as well as obtaining the latest existing information form the Professional Services Partner.

The *Consultant* makes recommendations to the *Service Manager* identifying how the *Client's* specifications and standards can be updated to improve the delivery of Capital Projects and the means by which the *Consultant* Provides the Service. This includes providing the latest market intelligence to support and improve delivery of each Task provided under this contract identifying economic cycle, market trends and expected inflation. S 205.8.2 *Client's* End 2 End Processes. The *Consultant* maintains a record of the continual improvement changes proposed and presents these at the Quarterly Partner Meeting.

*S 205.1.8.2 Client's End 2 End Processes*

The *Consultant* will work with the *Client* and Others to update and align the *Client's* End to End (E2E) processes attached in Appendix 3 across each RIBA Stage based on lessons learned from previous Task Orders.

These E2E processes include:

- Workplace Design,
- CDM & Fire, ○ MEP,
- Physical Security, ○ Sustainability, ○ BREEAM & NABERS, and ○ Government Soft landings ○ Lifecycle Information Management- including BIM

*S 205.1.8.3 Deliverables Templates*

The *Client's* PMO team maintains a database of all project deliverable templates. These include templates for the deliverables provided by the *Consultant* under this contract. The *Consultant* coordinates with the *Client's* PMO to obtain and use the latest *Client* templates in Providing this Service. The *Consultant* works with the *Client's* PMO team to help define and develop the *Client's* deliverables templates for the duration of the Service Period.

*S 205.1.8.4 Client's RASCI Matrix*

The *Client's* Team uses a Responsible, Accountable, Support, Consult and Inform (RASCI) Matrix to manage the interface and map the requirements of the various members of the IDT within a Project. The *Consultant* works with the IDT and *Client* Team to update and evolve the RASCI matrix such that



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it incorporates lessons learned from previously delivered Projects and improves the IDT's understanding of key interfaces and their requirements of managing these.

The *Consultant* gives an early warning and notifies the Service Manager as soon as they become aware of an ambiguity or inconsistency between the requirements in the *Client's* RASCI matrix and the requirements in this Scope. The *Service Manger* states how the ambiguity or inconsistency should be resolved.

### S 205.1.8.5 *Client's* Health and Safety

The *Consultant* works with the *Client* to develop the Health & Safety requirements applicable to the service. The *Consultant* makes recommendations on how the health and safety requirements could be improved through the Service Period

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### S 205.2 Task Order Scope of *service*

The following section identifies the *service* which the *Service Manager* may instruct the *Consultant* to provide as a Task. These *services* are aligned to the roles required to be provided by the *Consultant*. The *Service Manager* may instruct a Task Order for any combination of roles to be delivered by the *Consultant*.

Each Task Order will identify:

- Roles to be provided
- Expected duration for each Task
- Task Order Completion Date
- Project or the non-project specific service required
- Type of Project – if applicable
- Location of Project – if applicable
- Additional Scope required
- Additional Constraints
- Additional Documents
- Pricing Document
- Commercial Mechanism to be used
- The *Consultant's* key people with attached CVs
- Project programme and resource plan

The *Service Manager* may, prior to issuing a Task Order, request that the *Consultant* makes available for an interview by the *Client* any resource that is proposed for the Task.

#### S 205.2.1 CDM Manager

The *Consultant* provides the CDM Manager to form part of the *Client* technical assurance team. The CDM Manager provides technical assurance through the lifecycle of the Project including buildings in design, during construction and at handover. The CDM Manager provides regular monitoring and reporting for the duration of the Task including at key project milestones.

The *Consultant's* CDM Manager reports to the *Client's* Head of Technical Assurance, and is responsible to:

- Develop the Health and Safety strategy for Capital Projects to ensure compliance with legislative requirements and industry best practice.
- Verify Project compliance with the appropriate technical design and legislative standards set out in the *Client's* design specification and standards in S 400 Specification and standards

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- Develop a Health and Safety performance framework and assist Workplace Services to maintain an environment of continuous improvement.
- Promote effective construction risk management and effective working practices for safety solutions and interventions.
- Provide CDM leadership to those who act in CDM specific roles in compliance with CDM 2015 including: *Client*, Principal Designer, Designer, Principal Contractor and Contractor.
- Develop, manage and implement the coordination and provision of CDM 2015 for the Project
- Embed the principles and practices of construction-related health, safety and welfare with all stakeholders' clients, designers and contractors across Projects and Workplace Services maintenance works
- Ensure Health and Safety is considered throughout the design, build and transition of all construction projects.
- Instruct cessation of any unsafe work practices.
- Audit, report and monitor safety measures for project PMs
- Conduct health and safety site inspection including monitoring site operations to ensure works are carried out in accordance with agreed build phase plans.
- Brief the Head of Technical Assurance on the delivery status for each project, ensuring that each work package remains aligned with wider programme objectives.
- Interpret the Design Guide, Employer Requirements and exceptions (client specialist requirements) into appropriate briefing material for delivery subcontractors to use during Cat A and Cat B construction.
- Provide technical support (advice, assurance and approval) to the integrated project delivery teams.
- Advise the Workplace Design Board (WBD).
- Brief and seek proposals for ad-hoc technical assurance work from GPA's consulting partners.
- Produce lessons learnt at various stages of the project lifecycle and at building handover to Workplace Services.

### S 205.2.2 Compliance and Handover Manager

The *Consultant* provides a Compliance and Handover Manager to form part of the *Client* Technical Assurance team. This role is primarily construction engineering so complementary to the MEP Manager. The Compliance and Handover Manager provides technical assurance through the lifecycle of the Project including planning, managing, executing, completing and handover of a range of building systems projects such as energy efficiency and performance. The Compliance and Handover Manager provides technical assurance to ensure buildings in design, during construction

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and at handover comply with the correct technical design and legislative standards set out in GPA's Design Guide and Employer Requirements (ER). The Compliance and Handover Manager provides regular monitoring and reporting for the duration of the Task including regular monitoring and reporting at key project milestones, eg design stages, agreement for lease, practical completion and handover.

The *Consultant's* Compliance and Handover Manager reports to the *Client's* Head of Technical Assurance, and is responsible to:

- Brief the Head of Technical Assurance on the delivery status for each construction work package, ensuring they remain aligned with wider programme objectives.
- Oversee compliance with construction standards and specifications set out in the Design Guide and Employer Requirements.
- Interpret the Design Guide, Employer Requirements and exceptions (client specialist requirements) into appropriate briefing material for delivery subcontractors to use during procurement and construction.
- Undertake technical assurance/due diligence of a projects' compliance as they progress through the design and construction project lifecycle.
- Review, assure and report at key decision points that projects are compliant.
- Oversee consulting partners technical assurance.
- Work collaboratively with other D&E specialists, GPA colleagues, and across government.
- Actively manage compliance issues and reporting as required.
- Ensure there are certificates for the safe operation of building equipment.
- Oversee and report on project close-out and handover preparations,
- Review handover documents and drawings.
- Produce a final handover report.
- Advise the project handover board.
- Produce a lessons' learned report.
- Review post-project evaluations and lessons learned at project closure.
- Assess project delivery schedules, overseeing subcontractor delivery, undertaking technical site visits, and producing progress update reports.
- Assure testing and commissioning of each work package to verify subcontractor work packages are completed in line with contract requirements.
- Assure the project information, documentation and records for GPA's common data environment (CDE) and BIM framework are complete for handover.

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- Provide technical support (advice, assurance and approval) to the integrated project delivery teams.
- Advise the Workplace Design Board (WDB).
- Assess work package lifecycle costs as part of design management, in collaboration with Workplace Services.
- Brief and seek proposals for ad-hoc technical assurance work from GPA's consulting partners.
- Produce mitigation/ action plans for any incomplete/unsatisfactory work.

### S 205.2.3 Physical Security Engineer

The *Consultant* provides a Physical Security Engineer to the *Client*. The Physical Security Engineer ensures that the GPA successfully deliver and implement the defined policies, strategies and design solutions for physical and electronic security and proactively manage the successful delivery of functionally related projects across the GPA estate. The Physical Security Engineer advises on threat informed, risk-based security solutions for Capital Projects Directorate and on the completion of security health checks, security audits and inspections.

The Physical Security Engineer provides support to the completion of the Departmental Security Health Check for the *Client*.

The *Consultant's* Physical Security Engineer reports to the *Client's* Head of Physical Security and Resilience within the Capital Projects Design and Engineering team, and is responsible to:

- Support the *Client's* Head of Physical Security and Resilience in GPA Security Policy design, process development, implementation and management of technical solutions and specifications across the client group
- Provision of project level advice regarding physical security matters including technology aspects of incident management investigation.
- Lead the application of a Threat and Risk Assessment process, including Operational Requirements models on an estate-wide and site-specific level
- Advise on Threat and Risk Assessment modelling and implementation.
- Work with internal GPA staff and clients to develop their understanding of their own roles and responsibilities in relation to project delivery aspects of physical security.
- Develop, maintain and apply the GPA physical and electronic security standards with *Clients* and consultants.
- Attend internal, customer and supplier Security meetings and forums as required.

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- Provision of specialist security advice to Workplace Services working in partnership with the GPA Capital Projects Head of Security.
- Advise on the conduct of security assurance and due diligence activity to ensure GPA buildings are secure and safe for occupation.
- Carry out Physical Security Assessments/Inspections and Security Health Checks across the GPA Estate and provide practical advice to clients and occupiers regarding all vulnerabilities identified as part of the review process are documented and effective corrective action taken to mitigate or repair the security vulnerability.
- Assist in the definition and delivery of security best practice for physical security via engagement with Government bodies, functional agencies and the private sector.
- Partner directly with *Client* security leads, developers and designers to review security related documentation and help them understand the implementation of all physical security standards and policies
- Support the Assurance Lead in developing and delivering Security training for Workplace Services Operational delivery teams
- Undertake any other reasonable tasks in consultation with the Head of Physical Security.
- Build and maintain effective working relationships with key supplier contacts, managing the relationship at a strategic, operational and tactical level.
- Build and maintain effective working relationships with clients across all relevant clusters.
- Represent GPA at any relevant external pan-Government groups.
- Work with the Government Security Group and cross government security colleagues.
- Work with Project Managers to ensure that discipline specific risk registers are maintained.
- Support the facilities and project managers to resolve key risks, taking ownership for risk mitigation where appropriate.
- Ensure that the need for expert advice is identified appropriately across all RIBA stages.
- Involve and consult with the team members to ensure that best practice and procedures are in place.
- Contribute to full team activities such as development days, team meetings etc.
- Lead relevant team training sessions.
- Deputise for the Head of Physical Security and Resilience when required.

### S 205.2.4 Fire Engineering Manager

The *Consultant* provides a Fire Engineering Manager to the *Client* and forms part of the Technical Assurance team. The Fire Engineering Manager provides a technical assurance role including buildings in design, during construction and at handover comply with the correct technical design

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and legislative standards set out in GPA's Design Guide and Employer Requirements (ER). The Fire Engineering Manager provides regular monitoring and reporting at key project milestones.

The *Consultant's* Fire Engineering Manager reports into the *Client's* Head of Technical Assurance, and is responsible to:

- Lead on Fire Safety Assurance services through the RIBA stages on Projects.
- Collaborate across government and private sector groups to share knowledge best practice.
- Involve and consult with the team members and partners to ensure that best practice and procedures are in place.
- Contribute to full team activities such as development days, team meetings etc.
- Lead relevant team training sessions.
- Deputise for the Head of Technical Assurance when required.
- Develop the Fire strategy for Capital Projects to ensure compliance with legislative requirements and industry best practice.
- Conduct periodic site inspections including monitoring site operations to assure works are carried out in accordance with agreed build phase plans.
- Interpret the Design Guide, Employer Requirements and exceptions (client specialist requirements) into appropriate briefing material for delivery subcontractors to use for construction and procurement.
- Provide technical support (advice, assurance and approval) to the integrated project delivery teams.
- Advise the Workplace Design Board (WDB).
- Brief and seek proposals for ad-hoc technical assurance work from GPA's consulting partners.
- Produce lessons learnt at various stages of the project lifecycle and at building handover to Workplace Services.
- Provide assurance to the Head of Technical Assurance on all fire-related safety compliance matters.
- Review developer and supply chain designs meet relevant standards such as BS 9999:2008, and the building regulations, identifying/reporting any deficiencies.
- Identify high-fire risk activities and ensure they are risk assessed.
- Act as GPA's subject matter expert supporting both Capital Projects, the wider GPA team and across Govt as required on all fire and associated building standards and legislation.
- Provide authoritative expert professional advice on the fire safety strategy, compliance with relevant building regulations, and potential fire safety difficulties with capital projects, plans and proposals for both new builds and for refurbishments.

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### *S 205.2.5 Senior Fire Safety Officer*

The *Consultant* provides a Senior Fire Safety Officer to the *Client*. The Senior Fire Safety Officer provides technical assurance role including buildings in design, during construction and at handover comply with the correct technical design and legislative standards set out in GPA's Design Guide and Employer Requirements (ER). The Senior Fire Safety Officer provides regular monitoring and reporting at key project milestones.

The *Consultant's* Senior Fire Safety Officer reports to the *Consultant's* Fire Engineering Manager, and is responsible to:

- Assist in developing the Fire strategy for Capital Projects to ensure compliance with legislative requirements and industry best practice.
- Conduct periodic site inspections including monitoring site operations to assure works are carried out in accordance with agreed build phase plans.
- Interpret the Design Guide, Employer Requirements and exceptions (client specialist requirements) into appropriate briefing material for delivery subcontractors to use for construction and procurement.
- Provide technical support (advice, assurance and approval) to the integrated project delivery teams.
- Advise the Workplace Design Board (WDB)
- Brief and seek proposals for ad-hoc technical assurance work from GPA's consulting partners.
- Produce lessons learnt at various stages of the project lifecycle and at building handover to Workplace Services.
- Provide assurance to the Fire Manager on all fire-related safety compliance matters.
- Review developer and supply chain designs meet relevant standards such as BS 9999:2008, and the building regulations, identifying/reporting any deficiencies.
- Identify high-fire risk activities and ensure they are risk assessed.
- Support both Capital Projects, the wider GPA team and across Govt as required on all fire and associated building standards and legislation.
- Provide professional advice on the fire safety strategy, compliance with relevant building regulations, and potential fire safety difficulties with capital projects, plans and proposals for both new builds and for refurbishments.
- Provide Fire Safety Assurance through the RIBA stages on delivery of projects.
- Collaborate across government and private sector groups to share knowledge best practice.
- Involve and consult with the team members and partners to ensure that best practice and procedures are in place.



- Contribute to full team activities such as development days, team meetings etc.
- Lead relevant team training sessions.
- Deputise for the Fire Engineering Manager when required.

#### *S 205.2.6 Workplace Designer (WD)*

The *Consultant* provides a Workplace Designer to the *Client*. The Workplace Designer (WD) provides assurance that all designs support the *Client's* commitment to create workplaces that are safe, inclusive and accessible and as flexible as possible to support smarter and hybrid working practices. Working as part of a wider team, the Workplace Designer provides ad-hoc support on other projects as required.

The *Consultant's* Workplace Designer reports into the *Client's* Workplace Design Manager, and is responsible to:

- Advise the Workplace Design Manager on the status of the Project's design, ensuring they are aligned to the Government Workplace Design Guide and supporting technical annexes.
- Provide professional advice and guidance to the project team, escalating design related risks and issues as appropriate to the Workplace Design Manager.
- Technically assure the designs produced by the *Client's* consulting design partners and developer's architects, to ensure compliance with *Client's* standards, including inclusive and accessible design and the *Client* look and feel.
- Support client engagement on all design matters.
- Implement the Government Workplace Design Guide in full, as far as is reasonably practicable, and managing exceptions (client specialist requirements) into appropriate briefing material for designers to use during Cat A and Cat B RIBA stages, minimising the need for bespoke spaces.
- Manage client specialist requirements to minimise costs and unnecessary derogation from the Government Workplace Design Guide and technical annexes.
- Provide information to inform detailed briefings, options analysis and information on design for senior leaders and stakeholders.
- Monitor and report on the Project specific design progress.
- Act as D&E SPOC at Design Team meetings and co-ordinating with D&E team colleagues as appropriate.
- Support the *Client* Workplace Experience team advocate smarter and hybrid working.
- Support the *Client's* Technology and Data team to deliver interoperable AV/IT solutions.

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- Support the *Client* Workplace Solutions team to design customer focussed products and services.  
  
Work with subject matter experts in design-related areas across government, and private sector professionals including the property industry.
- Act as a design point of contact for designers, contractors, consultant partners and their supply chains on specific projects.
- The Workplace Designer is directly accountable to the Workplace Designer for the status of their allocated project's design.

#### *S 205.2.7 Sustainability Manager*

The *Consultant* provides a Sustainability Manager to the *Client*. The Sustainability Manager is responsible for developing the sustainability elements of the Design Guide, policies, specifications and design standards that underpin the Design and Engineering (D&E) function. The Sustainability Manager leads on implementing an ambitious sustainability strategy through assessing compliance of designs for new builds and major renovations from delivery partners, checking proposals and costs for accuracy/content and then agreeing recommendations to Projects. The Sustainability Manager will provide expert sustainability advice and guidance to colleagues and stakeholders at all layers of *Client's* governance.

The *Consultant's* Sustainability Manager reports directly into the *Client's* G6 Head of Sustainability within the Capital Projects Design and Engineering team, and is responsible to:

- Advise the Head of Sustainability on the status of each project's sustainable design performance, ensuring the project remains aligned with wider programme priorities.
- Oversee updates of and compliance with the standards and specifications set out in the Design Guide and Employer Requirements.
- Be the primary point of contact for Project and Programme Managers, Delivery Partners and their supply chains across the *Client* for knowledge and advice on sustainability standards.
- Advise *Clients* across the onboarded estate on implementing *Client's* Sustainability Plan inc. ISO14001.
- Assure, approve and accept designs at each RIBA stage for operational compliance with the Government Buying Standards (i.e. BREEAM), EPC B(60), GGC, GSL and WELL being.
- Expand *Client's* sustainability strategy by working with *Clients*, colleagues and industry to identify innovative opportunities for sustainable best practice as well as ideas for ensuring value for money.
- Advise, support and where appropriate training colleagues on sustainable best practice in construction, property and engineering.

*S 205.2.8 Workplace Design Manager*

The *Consultant* provides a Workplace Design Manager to the *Client*. The Workplace Design Manager is responsible for interpreting the Design Guide, Employer Requirements and client specialist requirements into a design brief for developers and GPA's consulting design partners to produce designs for each RIBA stage, ensuring Hubs are safe, accessible, sustainable and inclusive (i.e. great places to work).

The Workplace Design Manager manages and develops the existing specifications and ensures standards are in line with the Design Guide, overseeing and being responsible for approving the design throughout each RIBA stage of a Project's lifecycle, and offering advice and providing assurance on all aspects of design.

The *Consultant's* Workplace Design Manager reports into the Head of Workplace Design, and is responsible to:

- Advise the Head of Workplace Design on the status of each Project's design, ensure the Project remains aligned with wider programme priorities, avoiding duplication of work done elsewhere.
- Oversee compliance with standards and specifications set out in the Design Guide and Employer Requirements.
- Develop GPA's Employers Requirements (ER) for each project's design.
- Engage effectively with the client on design matters.
- Interpret Design Guide and exceptions (client specialist requirements) into appropriate briefing material for designers to use during Cat A and Cat B RIBA stages, minimising the need for bespoke spaces.
- Ensure client specialist requirements are intelligible, credible, received at the right time, have been approved by a responsible person in with the department, along with the necessary funding.
- Provide advice, assurance and acceptance where necessary on designs and specifications, representing the interests of the client in the project procurement process, eg framework selection, individual project tender exercises and contract management.
- Provide detailed briefings, options analysis and information on design for the leadership and stakeholders.
- Monitor and report on the overall design progress.
- Support Workplace Experience team advocate smarter working.
- Support Digital's technical design for ICT requirements.
- Support Workplace Solutions design for operations.
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- Work with public sector subject matter experts (SME) in design-related areas across government, and private sector professionals including the property industry.

Act as a design point of contact for designers, contractors, consultant partners and their supply chains across all projects and programmes.

Advise the Workplace Design Board (WBD) escalate where workplace experience may be compromised or lessons not being learned.

#### *S 205.2.9 MEP Manager*

The *Consultant* provides a Mechanical Electrical and Plumbing (MEP) Manager to the *Client* and forms part of the *Client's* Technical Assurance team.

The MEP Manager is responsible for successfully planning, managing, executing, completing and handover of a range of building systems projects such as energy efficiency and performance. The MEP Manager ensures GPA projects, and the public office estate adheres to the correct technical design and legislative standards set out in GPA's Design Guide and Employer Requirements (ER). This role is primarily mechanical and electrical engineering so complementary to the Compliance and Handover Manager.

The *Consultant's* MEP Manager reports into the Head of Technical Assurance, and is responsible to:

- Brief the Head of Technical Assurance on the delivery status for each project of their building systems' work packages, ensuring that each work package remains aligned with wider programme objectives.
- Provide mechanical, electrical and plumbing (MEP) advice and assurance.
- Oversee compliance with building systems standards and specifications set out in the Design Guide and Employer Requirements.
- Interpret the Design Guide, Employer Requirements and exceptions (client specialist requirements) into appropriate briefing material for delivery subcontractors to use during Cat A and Cat B construction.
- Ensure client specialist requirements are intelligible, credible, received at the right time, and have been approved by a responsible person in with the department, along with the necessary funding.
- Undertake technical assurance/due diligence of building systems at key project stages, eg short-listing, lease approval, practical completion and handover.
- Ensure project estimates for building systems' work packages are accurate and each work package is executable within the budget.
- Assess project delivery schedules, overseeing subcontractor delivery, undertaking technical site visits, and producing progress update reports.

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- Oversee testing and commissioning of each work package to verify subcontractor work packages are completed in line with contract requirements.
- Review contractor and subcontractor proposals and submissions.
- Ensure the maintenance of project information, documentation and records for *Client's* common data environment (CDE) and BIM framework.

- Coordinate with the Sustainability team on energy efficiency, and the building management and control strategy.
- Ensure compliance with building regulations for building systems including health and safety, e.g. water and energy efficiency and performance requirements, fire safety information, mechanical ventilation, pressure testing, etc.
- Provide technical support (advice, assurance and approval) to the integrated project delivery teams.
- Advise the Workplace Design Board (WDB)
- Assess work package lifecycle costs as part of design management, in collaboration with Workplace Services.
- Brief and seek proposals for ad-hoc technical assurance work from *Client's* consulting partners.
- Produce lessons learnt at various stages of the project lifecycle and at building handover to Workplace Services.

#### *S 205.2.10 MEP Engineer*

The *Consultant* provides a Mechanical Electrical and Plumbing (MEP) Engineer to form part of the *Client* Technical Assurance team. The Mechanical Electrical and Plumbing (MEP) Engineer responsible for successfully managing, executing, completing up to handover of a range of building systems projects such as energy efficiency and system replacements. This role ensures GPA projects for the public office estate adheres to the correct technical design and legislative standards set out in GPA's Design Guide and Employer Requirements (ER). This role is primarily mechanical and electrical engineering and will report to the MEP Manager.

Reporting to the *Client* MEP Manager, the MEP Engineer is responsible to:

- Providing the MEP Manager with regular, accurate updates on the delivery status for each project to ensure each work package remains aligned with wider programme objectives. • Providing mechanical, electrical and plumbing (MEP) advice and assurance.
- Overseeing compliance with building systems standards and specifications set out in the Design Guide and GPA's MEP standards specification and guidance documents
- Interpreting the Design Guide, *Client* ERs'and exceptions (client specialist requirements) into appropriate briefing material for delivery partners and subcontractors to use during procurement, design and construction phases of projects.
- Undertaking technical assurance/due diligence of building systems designs at key project stages, eg RIBA stages 2 – 6.

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Overseeing subcontractor delivery, undertaking technical site visits, and producing progress update reports.

Reviewing delivery partners, contractor and subcontractor design proposals and submissions. Coordinating with the Sustainability team on energy efficiency, and the building

- management and control strategies and designs.
- Ensuring compliance with building regulations for building systems.
- Providing technical assistance (advice, assurance and approval) to the integrated project delivery teams.
- Advising the MEP Manager on work package lifecycle costs as part of design management, in collaboration with Workplace Services.
- Briefing the MEP Manager and seeking proposals for ad-hoc technical assurance work from *Client's* consulting partners.
- The work will involve working across multiple locations within reasonable travel distance.

#### *S 205.2.11 BIM Manager*

The *Consultant* provides a BIM Manager to the *Client*. The BIM Manager is responsible for the implementation of digital construction procedures at the planning, design, construction and handover stages of a project. The *Client* uses BIM maturity Level 2, full collaboration, but recognises there may still be partial collaboration where information is exchanged via the Common Data Environment (CDE).

The *Consultant's* BIM Manager is responsible to:

- Maintain effective communication with Project stakeholders
- Take responsibility for professional credibility and authority
- The appropriate professional authority and credibility to ensure acceptance of recommendations/proposals from colleagues and stakeholders
- Lead or actively support cross-government professional networks or communities in building design and modelling
- Managing and support delivery of large-scale projects
- Supplier/customer relationship management in support of customer engagement and delivering quality services
- Robust financial and data analysis and management
- Good working knowledge of Revit, Dynamo, AutoCAD, Navisworks
- Manage the delivery of BIM training to project teams

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- Experience of developing project specific BIM Execution Plans, including development of standardised template and associated documents
- BIM level 2 experience
- Experience of BIM implementation on live construction projects
- Working knowledge of PAS 1192 procedures and management of BIM Execution plans

#### *S 205.2.12 Fire Clerk of Works*

The *Consultant* provides the role of the Fire Clerk of Works to the *Client*. The Fire Clerk of Works is responsible to carry out site inspections throughout the construction phase which will include prior to work starting and at strategic stages through the project ensuring critical fire safety are inspected at the correct time – i.e. not when been boxed in, boarded over etc. This will involve CAT A/ CAT B works.

The *Consultant's* Fire Clerk of Work is responsible to:

- Provide Initial site visit and review of ongoing construction against CAT A proposals, followed by desktop review of available site fire safety drawings to evaluate and provide assurance against designated standards and requirements. This element of work requires that the *Client* is provided with an up-to-date and reliable set of electronic plans (either CAD or PDF and not scanned).
- Provide Physical survey of site on a monthly basis to assess construction delivery is in line with design proposals, which includes provision of assurance/compliance report and early notification of non-compliance or issues via email. Report format to be agreed at outset, but is anticipated as a brief high-level report, maximum of 5 pages.
- Mark up of drawings as necessary to detail areas of shortfall or potential issues against statutory and project requirements.
- Provide advice to client on areas where there maybe shortfalls against compliance. In addition to assurance and the regular site visits to review progress and delivery against the design, an allowance has been included for responses to technical queries through an RFI process. 1.5 days per month are attributed to addressing these queries as a limit of liability. The number, complexity and effort required to address RFI is monitored and any significant variance over the LoL is notified using normal contract mechanisms.
- At close of the project there is an allowance to review draft information/documentation to check that it all complies with Regulation 38.
- Provide an assurance review of O&M information to confirm that the documentation relating to operation and maintenance of the building adequately accounts for all aspects of statutory and building specific fire compliance.



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*S 205.2.13 Clerk of Works*

The *Consultant* provides the role of the Clerk of Works to the *Client*. The Clerk of Works has regard to the Capital Works Process at each work stage and throughout the duration of the Project; and implement such steps and provide such services as required by the Capital Works Process appropriate to the milestone stages of the Project.

The *Consultant's* Clerk of Work is responsible to:

- use the relevant versions (used in Agreement For Leases) of *Client's* policies, procedures and standard documentation and comply with these when undertaking the services.
- comply with duties and competencies in relation to the CDM Regulations
- Identify to the *Client* if there does not appear to be a suitable Principal Designer appointment in place.
- Co-operate with the Principal Designer, CDM Manager (*Client*) and the Principal Contractor appointed under the CDM Regulations;
- Provide to the *Client*, or such other person as the *Client* may direct, as soon as reasonably practicable following a request any information regarding the Project that may be required in connection with the CDM Regulations.
- Act in the best interest of the *Client* and be the focal point/representative for the IDT
- Visit the Works as required (twice monthly) in order to inspect the various elements with regard to whether they are constructed in accordance with the *Client's* Requirements and standards.
- Undertake Regular visits and inspections in order to satisfy the duties under their Agreement.
- Establish a programme for inspections and the witnessing plus certifying of all tests relating to the Works, that is to be agreed with the *Consultant* and *Client* PM team and Compliance & Handover Manager.
- Check monthly contractors reports and dashboards (frequency to be determined on receipt of contractor programme)
- Undertake key stage inspections - for example before closing up of doors ● Attend weekly site meetings to determine inspections.
- Line up timings with insurers (developers) inspections
- Inspect, witness and report on the Works and the *Consultant* activities
- If part of the Works is defective or not in compliance with the Construction Contract Scope and standards (whether or not the same require to be opened up and inspected) respectively notify the *Client/ Client's Agent* and recommend further action.
- Present a written report to the *Client/ Client's Agent* on a biweekly basis (every 2 weeks) during the Works as to the work undertaken by the *Consultant* in the preceding month and on any matters arising including a commentary on the completion status of the Development identifying any work that is not compliant with the *Client's* Requirements respectively.
- Attend meetings as reasonably required by the PM and the Building Contractor's Commissioning Manager. Working collaboratively with the *Consultant's* Compliance & Handover manager.
- Prior to the issue of the relevant Certificate of Practical Completion or the Sectional Completion Statement, confirm to the PM that all the works have been constructed in accordance with the design
- Carry out inspections at completion stages and prepare schedules of defects for the use of the Project Manager, including signing off snagging at Practical Completion, post Practical Completion and the end of the rectification period.

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- Present a written report to the *Client's* PM and Compliance & Handover Manager within 5 days of Practical Completion of the works at each stage.  
When requested by the *Client*, make and deliver presentations on what good looks like with particular regard to fire stopping and breaches of compartmentation
- Co-operate with the *Client* Project Team appointed to deliver the Project in the execution of their respective duties to the benefit of the Project.
- Undertake duties to monitor the project and report to the *Client* in line with the *Client's* requirements under the contract.
- Liaise with the Project Team to identify sustainability performance levels being achieved and report on this to the *Client* following the Sustainability Guidelines.
- Work with the Capital Projects Design & Engineering and PM delivery team alongside Workplace Services (FM) to achieve Government Soft Landings
- monitors and inspects the golden thread of information through Projects. Ensuring that works on-site are compliant with legislative standards

## **SPECIFIC Requirements**

### **Compliance**

The *Consultant's* Clerk of Work is responsible to:

- Meet the *Client* team, receive copies of *Client's* Requirements, standards, technical annexes, changes and derogations, Agreement for leases.
- Verify details of testing requirements and ensure that the Construction Contractor is fully aware of these.
- Check all the critical stages of the build to ensure that the quality meets statutory, contract and specification requirements.
- Check the Construction Contractor's works are in compliance with all planning, statutory, neighbourly agreements or other agreements made by the *Client* for noise, dust vibration and disturbance.
- Comment on the Construction Contractor's management of the noise, dust vibration and disturbance and neighbourly matters.
- Inspect all works in progress, including those of Sub-Contractors, for compliance with the *Client's* Requirements, inform the *Client's* Agent/ *Client*, and Construction Contractor in writing of any materials and/or workmanship found not to comply.
- Make recommendations on the Construction Contractor's method of working & comment on its compliance with standards and best practice.

### **Quality & workmanship**

The *Consultant's* Clerk of Work is responsible to:

- Monitor and inspect the work at regular intervals, checking the progress, identifying and minimising problems and defective work.

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- Check the closure of voids within the building and its cladding to ensure works are completed to statutory, contract and specification requirements.
- Check fire stopping and compartmentation works and reporting on any non-compliances/ that may occur due to on site activity - such as sub-contractor works to ensure closed voids have not been compromised and are tagged.

Prepare and submit a report on the general progress of the works, labour force, weather, etc., and issue to the *Client/ Client's Agent* after each site visit. Prepare and submit detailed reports of any incidents, variations, unusual circumstances, information required, etc., as necessary to the *Client/ Client's Agent* to include in avoidance of doubt on any deviation or discrepancy in the works.

- Witness tests required by the Client, including retests, maintain records of location, dates, results and other relevant information, report as necessary, maintain register and contact Client/ Client's Agent for instructions in the event of unsatisfactory test results and recommend future action. Record the details of any occurrence or situation thought likely to cause delay or of any delays which do occur in relation to the Building Contract and inform the Client/ Client's Agent.
- Review all drawings and specifications and submit any queries on the drawings and specification to the *Client/ Client's Agent*. Draw the attention of the *Client/ Client's Agent* to any apparent discrepancies noted on the drawings and between drawings and specification and *Client's Requirements*.
- Report on Fire safety order compliance and identification of any non-compliances with the Fire strategy and Building Regulations including Regulation 38 information. ● Check all relevant certification with respect to fire doors
- Check Evac lift cause and effect, dampers, Fire stopping, compartmentation

### **The correct use of materials**

The *Consultant's Clerk of Work* is responsible to:

- Check that the materials on site are to the correct specification and quality, Reporting on non-compliances and inappropriate use. For eg - pink foam used to seal new Fire doors.
- Ensure prohibited materials are not installed on site. Inform the *Client's Agent/ Client*, and Construction Contractor in writing of any materials found not to comply.
- Inspect materials delivered to site, including those of Sub-Contractors, for compliance with the *Client's Requirements*. Inform the *Client's Agent/ Client*, and Construction Contractor in writing of any materials found not to comply.

### **Identifying defects**

The *Consultant's Clerk of Work* is responsible to:

- Identify and report defects which may cause disruption, delays and problems that might impact on the programme and future maintenance.

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- Inspect hidden work by monitoring the contractor programme to attend site prior to closing up of works, and identify defects. Keep track of defects rectification and observations made at each site visit.
- Provide recommendations
- Provide practical advice when necessary in relation to construction details and methods.
- Be an independent critical eye
- Provide an early independent warning of problems concerning the quality of construction and any programme delays.
- Provide a proactive service

Discuss urgent issues face-to-face or by phone with the relevant members of the site team.

### Other Services

The *Consultant's* Clerk of Work is responsible to:

- Provide advice and assist the *Client* in the submission of and settlement of any substantial claims pursuant to the insurances for the Development.
- Provide such services as may be necessary if at any time before the completion of the Development or any part thereof any materials, plant or equipment whether incorporated in the Development or not shall be materially damaged or destroyed.
- Provide such assistance as the *Client* may reasonably require in pursuing each and every remedy which the *Client* may have against any Construction Contractor or any subcontractor and/or in defending any claim which may be made against the *Client* by any Construction Contractor or any sub-contractor following the issue of a notice of adjudication and/or a claim form and provided the *Consultant* is not otherwise a party to such proceedings.
- Advise the *Client* on the need for and make recommendations for the appointment of other consultants by the *Client*.
- Monitor delivery of the Project works during Construction Contractor's design and construction. Identify any changes or variations from the Employers requirements to the Project Manager and *Client* advising on any implications in terms of scope, specification and value.
- Check the technical design of proposals and comment.
- Work with the Project Team and Construction Contractor to optimise the scheme by evaluating layouts and design details. Advise the *Client* of any change, variation, improvement or reduction in scope, quality or value which deviates or will impact on the development/funding or lease agreements entered into by the *Client*.
- Establish a structure for attending meetings and making inspections with the Project Team and Construction Contractor to monitor the works.
- Identify with the Project Team and Construction Contractor their reporting and recording procedures and seek to establish a compatible means of reporting to the *Client* the progress on the Project.

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- Proactively assist in providing solutions to problems
- Review proposed specifications in order to assess whether they meet the recommendations of the fire strategy
- Advise on any update to the fire strategy to address on site design changes during the construction
- As a minimum submit to the *Client* a monthly report

#### **Architectural/FFE**

The *Consultant's* Clerk of Work is responsible to:

- Provide supervision, commentary and recommendations against 'mock-up' settings throughout technical design stages/early construction.

Interface coordination between services and furniture locations, to be picked up on site visits and liaison with contractors during technical design stage and construction.

- Confirm delivery of relevant FFE, if products are vested/placed into storage on GPA behalf. Checks against type, quantity, quality and storage arrangements. Include reporting back to GPA.
- Supervise of delivery of FFE to site, commenting on quantum and quality.
- Presence during and throughout installation at regular intervals (subject to programme length), ensuring all setting types have been supervised during installation. Frequency may increase throughout furniture installation due to the rapidity of installation in most cases. This should be reflected in the programme of inspections.
- Regular site visits during installation, providing commentary on coordination with infrastructure and in line with contract design.
- Identify any changes or variations from the Employers requirements to the Project Manager and *Client* advising on any implications in terms of scope, specification and value.
- Establish a programme for inspections and the witnessing plus certifying of all tests relating to the Works, that is to be agreed with the Construction Contractor, FFE supplier and GPA PM team/ Compliance & Handover Manager.
- If part of the Works is defective or not in compliance with the *Client's* Requirements and standards, notify the *Client/ Client's* Agent and recommend further action.
- Prepare schedule of defects following installation
- Note any conflicts or clashes between FFE design and wider building design, providing recommendations.

#### **S 205.3 Sustainability Requirements**

The following RIBA stages require input from the *Consultant's* sustainability lead.

RIBA STAGE	DESCRIPTION
0	Strategic Definition

PSC Scope - Specialist Services

Contract Ref: CCBO22A03



1	Preparation & Briefing
2	Concept Design
3	Spatial Coordination
4a	Technical Design – Design & Build
4b	Technical Design – Traditional Procurement
5-7	Manufacturing & Construction, Handover & Use

The *Consultant* adheres to the sustainability standards listed in S 400 when Providing the Service and if instructed under a task order to provide sustainability requirements. These requirements are mandatory for every Task provided by the *Consultant*.

*S 205.3.1 – RIBA Stage 0 – Strategic Definition*

The *Consultant* provides support to the *Client's* Design & Engineering Team to complete:

- Define Sustainable Outcomes to meet the *Client's* requirements
- Undertake Site Appraisal of sustainability opportunities and constraints of potential sites and building assets.
- Identify relevant current and emerging global, European, national and local sustainability-related policy and legislation.
- Review and incorporate relevant Post Occupancy Evaluation Feedback from previous projects
- Review whether development is an option in the Business Case to deliver the *Client's* Requirements
- Prepare and coordinate Sustainability Design workshops for new Integrate Project Teams to introduce sustainability elements and relevant staff

The *Consultant* provides support to the Project Management Partner to complete:

- Update of Project Brief to account for sustainability requirements

*S 205.3.2 – RIBA Stage 1 – Preparation and Briefing*

The *Consultant* is responsible for and engages the necessary resources to:

- Develop sustainability brief, identify and set Net Zero and sustainability targets in accordance with the GPA Design Guide and NZ Annex
  - For Refurbishment Projects:
    - To conduct an energy audit of existing building (might include HVAC inspection, air tightness testing, thermographic inspection, insulation inspection)
    - Model operational energy use of current building
    - Conduct a Gap analysis of current building against net zero targets.
- Undertake site visit to understand local environment, constraints and opportunities

The *Consultant* provides support to the *Client's* Design & Engineering Team to complete:

- Update the Project Brief to state clear, deliverable and ambitious Sustainability Outcomes based on use Feedback from Post Occupancy Evaluation, precedent review data, Site Surveys, and past experience of the *Client's* Facilities Management team (if applicable)
- Determine if the Sustainability Outcomes can be achieved on the site within the Project Budget through the use of Feasibility Studies
- Verify local authority sustainability requirements (e.g. enhanced regulatory requirements or assessment methods to be used).
- Define certification requirements, including timetable for assessor appointments and early-stage client actions.



- Identify sustainability expertise required, include it within the Responsibility Matrix and appoint "Out of Scope" consultants.
- Work with the design team to develop sustainability brief, identify and set Net Zero and sustainability targets in accordance with the GPA Design Guide and NZ Annex
- For Refurbishment Projects only engage the necessary resources
- to conduct an energy audit of existing building (might include HVAC inspection, air tightness testing, thermographic inspection, insulation inspection)
- Model operational energy use of current building
- Conduct a Gap analysis of current building against net zero targets.
- Coordinate and conduct Site visit to understand local environment, constraints and opportunities
- Develop Scope of service for BREEAM assessor together with the Design Partner

The *Consultant* provides the following deliverables:

- Sustainability Design Brief
- Produce List of local project "red line" requirements and compliance assessment methods beyond the Design Guide
- Baseline EUI, fabric improvement plans and forecast EUI and EPC post works
- Baseline EPC, EUI and sources of demand, LCR recommendations and EPC forecast post works
- Performance baseline, target and NZP interventions identified and reviewed on case-by-case basis for project
- Site report, detailing opportunities and constraints, to include "exceeding" and "derogations" from the Design Guide

#### *S 205.3.3 – RIBA Stage 2 – Concept Design*

The *Consultant* is responsible for and engages the necessary resources to:

- Benchmark and integrate Quality Assurance requirements in initial design work.
- Incorporate lessons learned from Post Occupancy Evaluation Feedback and the review of precedents in developing the Architectural Concept.
- Carry out sufficient energy and other modelling to test and refine the Architectural Concept, Sustainability Strategy and delivery of Sustainability Outcomes.
- Review the Architectural Concept against the intended Sustainability Outcomes and report and mitigate any deviations.
- Identify methodology to apply Design Guide and Net Zero Model to inform BREEAM & GSL (include RE:FIT & Passivhaus)
- Facilitate and lead Design Meeting updates as and when required
- Participates in lessons learned workshop

The *Consultant* support the Project Management Partner to

- Incorporate the results of the benchmarking and Quality Assurance requirements through the review of major documents released
- Develop the RIBA 2 Report identifying key sustainability decisions and their impact

*S 205.3.4 – RIBA Stage 3 – Spatial Coordination*

The *Consultant* is responsible for and engages the necessary resources to:

- Undertake Design Studies and Engineering Analysis to test the Sustainability Outcomes, including carrying out a building performance assessment following Plan for Use protocol, and develop the design in more detail.
- Integrate Sustainability Outcomes into a Spatially Coordinated design aligned to Project Stakeholder consultation Feedback. incorporating lessons learned from Post Occupancy Evaluation Feedback and the review of precedents, and record new lessons learned.

The *Consultant* supports the *Client's* Project Management Partner to:

- Submit a Building Regulations Application and any interim certification applications (e.g. BREEAM).

The *Consultant* provides the following deliverables:

- Technical note detailing the alignment between MEP and sustainability if required
- Technical note detailing changes to spatial design
- Undertake Technical Assurance role and review all design proposals & methodology (excluding construction methodologies) produced by the Construction Contractor and their subcontractors.

*S 205.3.5 – RIBA Stage 4a – Technical Design – Design & Build*

The *Consultant* is responsible for and engages the necessary resources to:

- Coordinate design team and specialist subcontractors' Manufacturing Information, Construction Information and Final Specifications, embedding the target Sustainability Outcomes and the Plan for Use Strategy.
- Review alternative products and materials proposed by contractors
- On site guidance for sustainability including commissioning plan reviews

The *Consultant* provides support the *Client's* Project Management Partner to:

- Develop whole life carbon and life cycle costing analysis
- Review the Sustainability Strategy for inclusion in tender information or Construction Contract Scope
- Review tender returns or Contractors Proposals – including any alternatives – against Sustainability Outcomes.

- Propose alternatives to mitigate or control as many building performance and climate change impact Project Risks as possible and identify strategies for managing those that remain.
- Verify that the Sustainable Outcomes targets – and Part F, G and L Building Regulations requirements have been completed– and submit a Building Regulations Application/discharge of planning conditions
- Development of metering and in-use strategy
- Confirm Design Guide and NZP alignment
- Confirm Sustainability criteria embedded in design briefs and tender packs
- Review any changes proposed by the Construction Contractor, and report and mitigate any deviation from the Sustainability Outcomes.
- Compile construction stage information required for certification and demonstrate compliance with the Sustainability Outcomes
- Review and update the record of performance risks on site, and use it to identify and avoid defects during construction
- Compile the Asset Information required for the effective performance and management of the building for the Building Manual.

*S 205.3.6 – RIBA Stage 4b – Technical Design – Traditional Procurement*

The *Consultant* is responsible for and engages the necessary resources to:

- Coordinate design team and specialist subcontractors' Manufacturing Information, Construction Information and Final Specifications, embedding the target Sustainability Outcomes and the Plan for Use Strategy.
- Undertake technical design, including Final Specifications and material sourcing, to manufacture and construct the building to achieve the target Sustainability Outcomes.
- Additional modelling to optimise material and system specification
- Develop and optimise design briefs and tender packs

The *Consultant* provides support the *Client's* Project Management Partner to:

- Develop whole life carbon and life cycle costing analysis
- Review the Sustainability Strategy for inclusion in tender information or Construction Contract Scope
- Review tender returns or Contractors Proposals – including any alternatives – against Sustainability Outcomes.
- Propose alternatives to mitigate or control as many building performance and climate change impact Project Risks as possible and identify strategies for managing those that remain.

- Verify that the Sustainable Outcomes targets – and Part F, G and L Building Regulations requirements have been completed– and submit a Building Regulations Application/discharge of planning conditions
- Development of metering and in-use strategy
- Confirm Design Guide and NZP alignment
- Confirm Sustainability criteria embedded in design briefs and tender packs

*S 205.3.7 – RIBA Stage 5-7 – Manufacturing & Construction, Handover & Use*

The *Consultant* is responsible for and engages the necessary resources to:

- Review alternative products and materials proposed by contractors
- On site guidance for sustainability including commissioning plan reviews

The *Consultant* supports the *Client's* Project Management Partner to:

- Review any construction stage changes, and report and mitigate any deviation from the Sustainability Outcomes.
- Compile construction stage information required for certification and demonstrate compliance with the Sustainability Outcomes.
- Review and update the record of performance risks on site, and use it to identify and avoid any defects.
- Compile the Asset Information required for the effective performance and management of the building for the Building Manual.

**S 205.4 Government Soft Landings Requirements**

The following RIBA stages require Government Soft Landing input from the *Consultant's* Soft Landing Champion:

RIBA STAGE	DESCRIPTION
0	Strategic Definition
1	Preparation & Brief
2	Concept Design
3	Spatial Coordination
4a	Technical Design – Design & Build
4b	Technical Design – Traditional Procurement
5-7	Manufacturing & Construction, Handover & Use

## PSC Scope - Specialist Services

Contract Ref: CCBO22A03

The *Consultant* adheres to the Government Soft Landings standards listed in S 400 when Providing the Service and supplements the delivery of each Task with the following requirements. These requirements are mandatory for every Task provided by the *Consultant*.

### *S 205.4.1 – RIBA Stage 0 – Strategic Definition*

The *Consultant* is responsible for and engages the necessary resources to:

- Clearly define the Government Soft Landings roles and responsibilities and appoint a GSL Champion for the Task

- Drive clarity about operational objectives and outcomes
- Embed lessons learned reviewed from previous projects
- Enable end user involvement at an early stage and throughout the Project.

The *Consultant* provides any necessary support to the *Client's* Team to complete the items identified in this section. The *Consultant* directly interacts with and supports the *Client's*

**Design & Engineering Team to:**

- develop the Project's operational vision and strategy and align these to the approved business case
- establish GSL roles and responsibilities for the Project, for both the *Client* and the Integrated Project Team
- review and implement into the Project strategy lessons learnt and feedback from previous projects similar projects, legislative or departmental guidance and design/financial constraints
- appoint a suitably skilled and experienced GSL Champion
- identify internal and external stakeholder groups
- create a GSL project strategy and implementation plan
- define the Project's "Information Management using BIM" strategy
- define the Project aftercare, FM strategy and outline plans
- develop the Project Business case
- consider and record the project value drivers

**Project Management Partner to**

- Update the Project Brief taking into account Government Soft Landings requirements

*S 205.4.2 – RIBA Stage 1 – Preparation and Briefing*

The *Consultant* is responsible for and engages the necessary resources to:

- Develop operational objectives and outcomes
- Develop lessons learned reviewed from previous projects
- Enable end user involvement and obtain feedback at an early stage and throughout the Project.

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The *Consultant* provides any necessary support to the *Client's* Team to complete the items identified in this section. The *Consultant* directly interacts with and supports the *Client's* **Design & Engineering Team** to:

- Develop the lessons learnt tracker implementing lessons learnt from previous projects  
Develop the facilities management strategy  
Establish stakeholder/end user needs and ensure that these are embedded in the Project Brief
- Generate soft landing opportunities and risks schedule in conjunction with the project team using lessons learnt from previous projects
- Establish environmental targets which are aligned to departmental targets, policy and objectives, operating targets and critical Project targets. Establish environmental targets which are aligned to the *Client's* departmental targets, policy and objectives, operating targets and critical Project targets.
- Establish functional and effectiveness targets to ensure that the facility has comfortable, manageable and maintainable environments that are conducive to occupant productivity.
- Establish the security related targets. These should be linked to the built facility security strategy (refer to BS ENISO 19650-5:2020).
- Establish economic targets. Both capital and operational cost targets should be calculated at this stage to support ongoing stage review, benchmarking then measurement.
- Create an environmental management plan highlighting the performance objectives, which will be informed by various information sources such as the environmental impact analysis.
- Determine the POE strategy for the project to confirm what should be measured, when and in what format including who will carry out the 'in use' BREEAM Assessment • Embed SL requirements and assessment criteria into tender information • Clearly define and agree Project Information Requirements.
- Establish Key Approval Gateways within the Project Brief aligned to the Design Programme
- Agree project derogations
- BREEAM Assessor appointed
- Expected project benefits agreed

The *Consultant* provides the following deliverables:

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- Government Soft Landings Design Brief
- Produce List of roles and responsibilities including a GSL Champion
- Produce a list of end user key contacts and their redline requirements
- Produce GSL opportunities and risks schedule evidenced by lessons learnt from previous projects

*S 205.4.3 – RIBA Stage 2 – Concept Design*

The *Consultant* is responsible for and engages the necessary resources to:

Define the project brief, considering end-user and facility management requirements, aligned with measurable performance targets.

- Establish SMART success and performance targets which can be tested during design and construction stages.
- Establish the aftercare, FM strategy and benefits monitoring plan.

The *Consultant* provides any necessary support to the *Client's* Team to complete the items identified in this section. The *Consultant* directly interacts with and supports the *Client's* **Design & Engineering Team** to:

- Evidence that operational targets, regulations and user needs can be delivered
- Review of concept design(s) by Technical Standards and Sustainable Development Teams
- Update the Risk & Opportunities Register
- Prepare forecast of construction and operational costs for all solutions
- GSL Champion confirms concurrence with preferred option in Outline Business Case (OBC)
- Prepare initial information model of preferred option
- Carry out stakeholder engagement
- Implement information exchanges at key project gateways
- Create initial pre-contract BIM Execution Plan (BEP)
- GSL Champion takes part in evaluating tenders and comments on suitability of proposed schemes
- Prepare early Architectural Concept and Strategic Engineering Requirements to assist with BIM Optioneering testing
- Ensure alignment with Cost Plan, Project Strategies and Outline Specification



## PSC Scope - Specialist Services

Contract Ref: CCBO22A03

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- Utilise BIM to assist the Project Team and all Stakeholders conceptualise the concept design right from the start

### *S 205.4.4 – RIBA Stage 3 – Spatial Coordination*

The *Consultant* is responsible for and engages the necessary resources to:

- Integrate BIM Optioneering into the Design
- Undertake Design Studies and Engineering Analysis to test the Engineering Analysis and Cost
- Conduct Analysis, to test Architectural Concept and Strategies to ensure spatial coordination

The *Consultant* provides any necessary support to the *Client's* Team to complete the items identified in this section. The *Consultant* directly interacts with and supports the *Client's* **Project Management Partner** to:

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- - Evidence that operational targets, regulations and user needs can be delivered
  - Review of developed design and construction specifications
  - Confirmation of any unavoidable changes in design
- Update the commissioning section (if appropriate)
- Update the Risks and Opportunities Register
- Prepare forecast of final capital and operational costs
- Update information models
- Create early building readiness and commissioning plans
- Prepare handover plan
- Prepare detailed move in plan of people and equipment
- Continue stakeholder engagement and confirm acceptance of design
- Identify any end user/stakeholder skills required and prepare training plan for these.
- Implement information exchanges at project gateways
- Test transfer of information containers
- Confirm operational costs with FM provider
- GSL Champion confirms acceptance of design in Full Business Case (FBC) if required

The *Consultant* provides the following deliverables:

- Technical note detailing the alignment between GSL MEP and sustainability if required
- Technical note detailing changes to spatial design

#### *S 205.4.5 – RIBA Stage 4 – Technical Design*

The *Consultant* is responsible for and engages the necessary resources to:

- Test the design and a constructed capital works to ensure that it will meet performance targets, requirements and will meet the end-users' needs.
- Plan effective commission and pre-handover activities.

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The *Consultant* provides any necessary support to the *Client's* Team to complete the items identified in this section. The *Consultant* directly interacts with and supports the *Client's* **Project Management Partner** to:

- Evidence that operational targets, regulations and user needs can be delivered
- Review of developed design and construction specifications
- Confirmation of any unavoidable changes in design
- Update the commissioning section (if appropriate)
- Update the Risks and Opportunities Register
- Confirm forecast of final capital and operational costs
- Update information models
- Update early building readiness and commissioning plans
- Update handover plan
- Update detailed move in plan of people and equipment
- Continue stakeholder engagement and confirm acceptance of design
- Identify any end user/stakeholder skills required and prepare training plan for these
- Implement information exchanges at project gateways
- Prepare and coordinate design team Building Systems information
- Prepare, review and integrate specialist subcontractor Building Systems information space.

*S 205.4.6 – RIBA Stage 5-7 – Manufacturing and Construction*

The *Consultant* is responsible for and engages the necessary resources to:

- Review alternative products and materials proposed by the Construction Contractor
- On site guidance for sustainability including commissioning plan reviews

The *Consultant* provides any necessary support to the *Client's* Team to complete the items identified in this section. The *Consultant* directly interacts with and supports the *Client's* Project Management Partner to:

- Finalise Site Logistics. Ensure full use of BIM to assist Logistics Planning and Health and Safety in line with HSE.

## PSC Scope - Specialist Services

Contract Ref: CCBO22A03

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- Manufacture Building Systems and construct building
- Monitor progress against Construction Programme
- Inspect Construction Quality
- Resolve Site Queries as required
- Undertake Commissioning of building
- Prepare Building Manual
- Produce plan and conduct, project Site tours during construction
- Organise supply chain operational equipment demonstration event.
- Full accessibility review by project Team

Update risk register

As-built project information model (PIM) delivered to GPA and facility management systems

Information transferred from PIM to facility management systems

- End user orientation and training undertaken
- All commissioning logged and reviews against targets
- Initial and extended aftercare plans in place and team mobilised
- Take receipt of digitised operation and maintenance manual
- Undertake Initial Reactions review
- Finalise Site Logistics
- Hand over building in line with requirements listed in Navigator and tracker tools
- Undertake review of Project Performance
- Undertake seasonal Commissioning
- Rectify defects
- Complete initial Aftercare tasks
- Initiate Post Occupancy Evaluation
- Construction Contractors and project aftercare teams, based weekly on site

## PSC Scope - Specialist Services

Contract Ref: CCBO22A03

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- Direct support provided
- Weekly walkabout in new buildings undertaken
- Asset information model updated
- Regular informal communication meetings taken place
- Formal project review meeting and signed off
- Seasonal commissioning undertaken
- New building occupation reviewed and lessons learnt compiled.
- POE surveys undertaken and reported on including 'in use' BREEAM Assessment. Reports to be logged on Viewpoint and GPA Technical Standards Team to be informed.
- NABERS review to be carried undertaken and reported on. Reports to be logged on Viewpoint and GPA Technical Standards Team to be informed.
- Building readiness programme and snagging process complete.
- Aftercare review meeting / workshops and walkabouts organised. Records maintained
- Technical and utility performance data logged and reviewed

## PSC Scope - Specialist Services

Contract Ref: CCBO22A03

- Building technical and equipment systems assessed and fine-tuned
- Fine-tuning and usage changes in draft Operations & Maintenance Manual recorded and updated
- Fine-tuning and usage changes communicated
- Changes and updates to Technical system & utility performance measured and evaluated
- Corporate strategy for Post Occupancy Evaluation and Building Performance Evaluation set up and coordinated
- Lessons learnt compiled and reviewed
- Building and logbook in place
- Scheme benefits review completed

## S 205.5 Additional Scope – Specialist Buildings

The *Client's* portfolio consists of special purpose facilities which require the *Consultant* to Provide the Service taking into account additional requirements. These include High Security and Heritage buildings. The additional requirements for specialist building are outlined in this section.

The following section identifies the additional *service* which the *Service Manager* may instruct the *Consultant* to provide as part of a Task. These services are aligned to the RIBA Plan of Work 2020 Stages.

The *Service Manager* identifies the type of facility in each Task Order and the following requirements will form part of the *service*.

### S 205.5.1 - High Security Facilities

The following 6 RIBA stages require security input from RSES registered security consultants. The *Consultant's* Physical Security Engineer and *Consultant* provides the following items as part of their service.

RIBA STAGE	DESCRIPTION	SECURITY ADVICE REQUIRED
1	Preparation & Brief	Threat & Risk Assessment, Bomb Blast Assessment and HVM assessment
2	Concept Design	Security Operating Requirements 1
3	Developed Design	Security Operating Requirements 2
4	Technical Design	Security Operating Requirements 2
5	Construction	Technical oversight
6	Handover & Close	Technical oversight

The *Consultant* adheres to the high security standards listed in S 400 Specification and standards when Providing the Service for a High Security facility. The following section identifies the additional requirement the *Consultant* adheres to in Providing the Service where a Task Order identified the Project as a High Security Facility.

#### S 205.5.1.1 RIBA Stage 1 – Preparation & Brief

The *Consultant* is responsible for and engages the necessary resources to:

- Attend initial client security workshop / design team meeting (establish desired outcomes and site information / context)
- Assist the *Client's* Project Management Partner to produce the Context Analysis
  - Identify and analyse vulnerabilities.
- Identify and analyse threats.
- Develop project threat assessment.

- Identify and analyse risks.
- Develop project Security Risk Assessment.
- Participate in workshop to agree final Security Risk Assessment and agree risk posture for the building.
- Ensure all aspects of Cabinet Office minimum security standards and the GPA Physical Security Guidance are addressed and adhered to.
- Ensure that STaMP assessment is developed through the design process and record same
- Ensure we identify T3 requirements (assume T3 space is now standard in GPA Hubs)

#### S 205.5.1.2 RIBA Stage 2 - Concept Design

The *Consultant* is responsible for and engages the necessary resources to:

- Develop any security strategy drawings including conceptual system schematics.
- Develop security zoning concept strategy and supporting drawings.
- Produce supporting design notes.
- Produce comments against current GAs to inform developing concept design.
- Update STaMP Assessment
- Participate in T3 meetings between the GPA and Accreditor

#### S 205.5.1.3 RIBA Stage 3 and 4b - Technical and Developed Design

The *Consultant* is responsible for and engages the necessary resources to:

- Review finalised architectural submission from previous stage.
- Develop physical and technical security measures in line with the security strategy and concept design
- Produce Developed Design drawings ● Develop system schematics.
- Provide information to assist in the preparation of a cost plan for the identified security measures.
- Produce performance-based specification to be included in Construction Contract Scope
- Present stage design at client security workshops
- Update stage design based on *Client* comments and feedback
- Attend and participate in client team meetings
- Production of STaMP Assessment and T3 Works Information of the Accreditor S

#### 205.5.1.4 RIBA Stages 4a, 5 & 6 – Design & Build, Construction, Handover & Close

The *Consultant* is responsible for and engages the necessary resources to:

- Undertake technical evaluation of proposed installation of security assets to ensure they are in line with security operating requirements Level 2.
- Provide technical assurance on installation of security assets during construction phase.
- Attend site meetings with Accreditor



*S 205.5.2 - Heritage Facilities*

The *Client's* portfolio consists of Historic Facilities which require special considerations when the *Consultant* Provides the Service. Where the Task requires that the *Consultant* Provides the Service to a Historic building, the *Consultant* does so by following the requirements in the *Client's* Historic Building's Annex and complies with any statutory requirements imposed on such facilities.

The *Consultant* engages the necessary resources to meet the requirements imposed by a Historic Facility. The *Consultant* plans and sequences work with careful consideration of the listed status of the facility and engages specialises resources that may be required to deliver the service.

The following section identifies the additional requirement the *Consultant* adheres to if the Task requires them to provide design services and the Project is a Heritage Facility.

*S 205.3.2.1 - RIBA 0 – Strategic Definition*

The *Consultant* directly interacts with and provides any necessary support the *Client's* Project Management Partner to complete:

- The site appraisal of heritage opportunities and constraints of potential sites and building assets
- The Site specific register of heritage opportunities and constraints, with early indication of likely derogations from design guides

*S 205.3.2.2 - RIBA 1 – Preparation and Brief*

The *Consultant* directly interacts with and provides any necessary support the *Client's* Project Management Partner to complete:

- The appoint of a Heritage *Consultant*
- All relevant baseline documents
- The briefing documentation (e.g. project outcomes, client requirements) integrating all findings from baseline heritage documents
- PEP and other Project Management documentation, advising on Heritage and Planning strategies
- Stakeholder engagement plan (heritage)
- Project Risk Register including heritage requirements

The *Consultant* provides the following deliverables:

- Conservation Management Plan;
- Statement of Significance;
- Heritage Statement

*S 205.6.2.3 - RIBA 2 – Concept Design*

The *Consultant* is responsible for and engages the necessary resources to:

- Coordinate and lead design team meetings, and review emerging design information, providing design advice in line with statutory obligations and conservation principles
- Lead the early consultation with Conservation Officer (LPA) and Historic England
- Contribute to planning 'pre-application advice' documentation, including early impact assessments of concept proposals
- Review 'design derogations', providing commentary to the Project Management Partner against any derogation on heritage grounds (i.e. derogation from building regs, design guide, employers requirements etc.)

The *Consultant* provides the following deliverables:

- Initial impact assessment and heritage advice
- Derogation commentary

#### S 205.6.2.4 - RIBA 3 – Spatial Coordination

The *Consultant* is responsible for and engages the necessary resources to:

- Continue consultation Local Planning Authority and Historic England, in line with agreed stakeholder consultation strategy
- Consult any non-statutory consultees in line with LPA recommendation (i.e. English Heritage, local history groups, Victorian Society etc.)
- Provide Impact Assessment against emerging design and provide heritage advice to inform design development.
- Contribute to CDM end to end process, identifying inherent risks within historic fabric (i.e. risks of asbestos, lead paints, historic plasters and presence of horse hair)
- Contribution to project risk register
- Deliver Heritage Impact Assessment in line with planning and LBC requirements for inclusion within planning submissions and RIBA Stage 3 report
- Support Planning Agent and Project Management Partner in timely responses to any queries raised by the LPA during the determination period
- Support Planning Agent and Project Management Partner in discharge of relevant planning conditions associated with Listed Building Consents

The *Consultant* provides the following deliverables:

- Ad-hoc heritage impact assessment and advice where necessary
- Heritage Impact Assessment
- Contribution to planning and LBC submissions
- Contribution to Stage 3 Report
- Production of relevant material in support of discharge of conditions as and when required to achieve planning consent

#### S 205.6.2.4 - RIBA 4 – Technical Design

The *Consultant* is responsible for and engages the necessary resources to:

- Attend site and provide inspections of existing fabric where opening up/enabling works have taken place.
- Provide updates to baseline heritage documents where appropriate and notify Local Planning Authority of any changes to impact (due to site findings or changes in design)
- Provide ad-hoc Heritage and Conservation advice on emerging technical design, in line with the principles set out within the Heritage Annexe
- Contribute towards RIBA Stage 4 Report for GPA review and approval The *Consultant* provides the following deliverables:
  - Site visits (frequency to be agreed with the Service Manager)
  - Report addendum/revision to heritage documents where appropriate
  - Design meeting updates as and when required
  - Heritage/Conservation Assurance Document, evidencing LBC decision notices, Conditional discharge record, any additional LBC requirements

#### S 205.6.2.5 - RIBA 5 – Manufacturing and Construction

The *Consultant* is responsible for and engages the necessary resources to:

- Supervise work of the Construction Contractor as outlined in S 205.8 for compliance with the heritage requirements and advise on best practice
- Inspect and report on heritage findings throughout construction period, advising on any conflicts with statutory approvals and design proposals
- Produce updates to baseline documentation alongside updates to impact where required for further LBC and planning approvals (if necessary)

The *Consultant* provides the following deliverables:

- Inspection updates as and when required
- Report addendum/revision where appropriate

#### S 205.6.2.6 - RIBA 6 – Handover

The *Consultant* directly interacts with and provides any necessary support the *Client's* Project Management Partner to close out any remaining heritage planning/LBC conditions prior to occupation of buildings

#### S 205.6 Technical Assurance Role and Support during Construction

As part of the Clerk of Work role in S 205.2.13 Clerk of Works, The *Consultant* fulfils the role of the NEC Supervisor or equivalent as defined in the Construction Contract

- checks that the works are in accordance with the Construction Scope,
- fulfils the testing and inspection obligations stated in the Construction Contract including FAT and SAT testing

- conducts minimum monthly searches for defects and notifies defects
- issues the Defects Certificate

The *Consultant* provides technical support to the Project on the following elements:

- Finalise the Design Qualification review(s) through the provision of technical services support to the reviews for the GMP systems as outline in the Commissioning and Qualification strategy;
- Regular site walkdown to confirm construction is as per design;
- Manage the completion of any outstanding Design Review and HAZOP Actions;
- Technical Support to the project which includes any engineering drawings / calculations to support construction installation technical queries;

The *Consultant* updates the IM model to an As-Built status by the *Consultant*; the redline drawings will be issued to the *Consultant* for reference by the Construction Contractor.

#### S 205.7 Early Contractor Involvement

Depending on the procurement strategy for the specific Task the Construction Contractors could be appointed through a two-stage process. In some cases, stage one could be an Early Contractor Involvement (ECI) stage.

The *Consultant* participates in the ECI stage and works with the Construction Contractors to develop the technical design and obtains design, construction phase planning and buildability advice from the Construction Contractor and incorporates when Providing the Service.

The Construction Contractors tenders and procures design information from their supply chain for the corresponding developed design and provides the information to the *Consultant*.

#### S 205.8 Design

As part of the design development process under any Task Order, the *Consultant* works with the *Client*, Project Management Partner and Others to:

- Obtain from *Client* and Others, sufficient data, documentation and information to enable Project design to proceed.
- integrate supplier documentation, design data and to confirm compliance with Project specifications and standards.
- Develop Design Package(s) which includes the IM model in accordance with RIBA Stages of Design and all associated design drawings to achieve design completion that is required to procure the Construction Contract.
- Manage and maintain an up-to-date Design Risk Register for each Project
- Manage and maintain an up-to-date Request for Information (RFI) tracker for each Project

#### *S 205.8.1 - Key Principles of Design Development*

The *Consultant* follows the key design principles and strategies as below:

- The *Consultant* uses any existing site services, and any existing design information and *Client* design information (drawings and documentation) as reference materials
- Where the *Client* provides any design information to which it has access it is provided for the *Consultant's* convenience. The *Consultant* verifies the completeness and accuracy of the design information provided by the *Client* prior to commencing design activities.
- The *Consultant* incorporates design lessons learnt from previous projects and Task Orders into detailed design activity
- Provides recommendations on how the *Client's* Design guides and specifications may be updated in line with the requirements of section S 205.1.8
- Ensures the design meet any regulatory requirements and compliance with Applicable Laws;
- Comply with requirements detailed in the *Client* design guides and standards; and
- Identifies benefits to life time cost reduction, e.g. minimise cost of Total Expenditure (TotEx); Capital expenditure (Capex) and Operating Expenditure (OpEx), through reduction in construction maintenance, and operational costs of the building as applicable.

#### *S 205.8.2 - Design Reviews / Studies*

Where instructed to undertake design work, The *Consultant* coordinates and carries out design reviews to demonstrate that the design produced by them meets the requirements of the specific Task. The *Consultant* is the Principal Designer as required by section S 1110.

The *Consultant* provides four weeks' notice to the *Service Manager* for any staged formal review meeting such that the *Service Manager* is able to co-ordinate attendees for the *Client's* team. The *Service Manager* attends the meetings if instructed by the *Consultant* or *Client's* Design & Engineering Team or if he chooses to do so.

The *Consultant* reviews, tracks and reports the overall status of any design review actions to be closed out with the *Client's* Design and Engineering and maintains the Design Risk Register.

#### *S 205.8.3 - Consultant's Design Manager*

The *Consultant* appoints a Design Manager to lead the Design Team. The *Consultant's* Design Managers duties include:

- Overall technical and coordination leadership of design activities provided by the *Consultant* and Others;
- Coordinate and lead the reviews at the appropriate time as part of the design assurance process, quality statement and quality plan.
- Manage resources such as architects and engineers along with specialist designers, with the aim of producing a coordinated design in line with the programme;

- Ensure that design information is of the required quality for design, and is available as defined in the programme;
- Manage interfaces to ensure the information required to produce the coordinated design is requested in adequate time to allow preparation time, from the *Client*, equipment suppliers, and construction contractors;
- Work with equipment suppliers, the Project Management Partner, supply chain and construction contractors to coordinate the design to include actual data from equipment and any specific constructability requirements;
- Manage the Technical Design and change as appropriate; and, ● Manage the close out of all review actions.

The *Consultant's* Design Manager has a weekly meeting with the *Client's* Design and Engineering team and a review meeting every four weeks chaired by the *Consultant's* Design Manager to aid communications and understanding to the status of the design. The *Service Manager* attends if it's necessary for them to do so or if the *Consultant* notifies. The *Consultant* prepares and issues to all participants meeting minutes outlining the key topic of discussion, actions and resolutions discussed during the meeting.

#### *S 205.8.4 – B2IM*

The *Client* is in the process of implementing B2IM as a standard means of managing and sharing information with their organisation. The *Consultant* works with the *Client* and Others to facilitate the implementation within the *Client's* organisation. The *Consultant* supports the Design partner to:

- Enforces the requirement of B2IM requirements across *Consultant's* organisation and supply chain as set out in the GPA Employers Information Requirements (EIR) and the Asset Information Requirements (AIR)
- Maintains compliant use of the *Client's* Common Data Environment and B2IM across the *Consultants* organisation and supply chain
- Verifies that design information is of the required quality for design as set out in GPA Information Delivery Plan, support requirements documents (EIR,AIR) , and is available as defined in the programme
- Updates of the B2IM Master Information Delivery Plan and alignment with GPA Information Delivery Plan managed by the GPA Project Manager
- Ensures all model compliance activities are complete, as set out in *Client's* Model Checklist and Asset Data Requirements.
- Ensures all project information is appropriately issued in the *Client's* Common Data Environment
- Ensures all security incidents relating to project information data are reported, closedout and appropriately mitigated.

## **S 300 Existing information**

### **S 305 Existing Information**

The *Client* will make any existing information available to the *Consultant* on the *Client's* CDE. Such information will be shared with the *Consultant* as required for Providing the Service. The *Consultant* coordinates with the *Client* and the *Client's* team to obtain any information that is required for Providing the Service.

## S 400 Specification and standards

The *Consultant* becomes familiar with the *Client's* specifications, including the different elements of the Design Standards, Government Policies and overall Employers Requirements.

The *Consultant* working with the *Client's* team to review and update these specifications and standards as stated in S 205.2 Task Order Scope of *service*

Where deemed necessary the by the *Consultant* the *Client* may provide training to familiarise the *Consultant* and their employees on the contents and requirements of the provided standards and specifications. It is the *Consultant's* responsibility to ensure they are familiar and contents and format of these documents and in Providing the Service they comply with their requirements.

The *Consultant* designs the facility in accordance with:

- *Client* standards
- Local code and regulations; and • Applicable Laws.

## S 405 *Client's* service specifications

The *Consultant* is provided the following document in electronic form<sup>1</sup> at the Contract Date. The *Consultant* complies with the requirements in these documents or their updated form for the duration the *Consultant* is Providing the Service.

The *Consultant* ensures that any resource working on a *Client's* Project has access to the latest version of these documents and works with the *Client* and Others to ensure that these documents are kept up to date as stated in section S 205.1.8.

Document Name	Date	Revision Number
Physical Security Standards and Guidance	May 2021	v3.0
Employer Requirements Checklist	November 2021	N/A
GPA RfP	November 2021	N/A
B2IM Condition Surveying LCR - Policy Guidance	June 2021	V1.5
B2IM Policy Guidance	July 2021	V1.5
Condensed BIM Pack	November 2021	N/A
Gov Hubs FF&E Specification	March 2020	V1.0

<sup>1</sup> These documents can be accessed at: <https://download.4projects.com/?LinkID=5be9e6ed-ac88-4525-a8dc384448825702>



Document Name	Date	Revision Number
Government Hubs Healthy Building Guide	N/A	October 2018
Government Workplace Design Guide	March 2022	V3.0
GPA Wayfinding & Signage Guidelines	November 2021	V1.0
GPA_Architectural Technical Annex	March 2022	V1.0
GPA_Fire Safety Technical Annex	March 2022	V2
HM Government Identity Guidelines	Released 2021	N/A
Government Workplace Inclusive Design Standards	March 2020	V1.0
MEP Technical Annex - Precip	January 2021	P1
MEP Standard Specification & Guidance - Technical Annex Parts 1 & 2	March 2022	V3.0
MEP Standard Specification & Guidance - Technical Annex Part 3	January 2021	P1
Part 1 & 2 - Mechanical Electrical and Public Health (REV P3)	N/A	REV P3
Part 3 - Workmanship _ Materials (P1)	N/A	N/A
Sustainability & Net Zero Annex	March 2022	V1.0
Historic Building- Technical Annex	March 2021	V1.0
GPA Information Communication Technology (ICT) Technical Annex	March 2022	V1.0

For additional Information Modelling requirements please refer to S 1900 of this document.

## S 410 Standards

The *Client's* design guides referenced in Table X above, identify the standards the *Consultant* is expected to follow. The below list covers other additional relevant standards the *Consultant* adheres to in Providing the Service:

- ISO 9001 - Quality
- ISO 27000 – Information Security Standards
- ISO 14001 – Environmental

PSC Scope - Specialist Services

- ISO 19650 – BIM
- ISO 31000 – Risk Management
- ISO 44001 – Collaborative Business Relationships

Contract Ref: CCBO22A03

- ISO 45001 H&S Management
- ISO 21502 Project, Programme & Portfolio Management

## **S 500 Constraints on how Consultant is to Provide the Service**

### **S 505 General Constraints**

#### **S 505.1 Access to the *Client's* Premises**

The *Consultant* coordinates any access to *Client's* Premises for the purpose of Providing the Service with the *Service Manager*. Once such access is granted by the *Service Manager* the *Consultant* identifies the *access dates* on the Plan. The Service Manager notifies the *Consultant* if such access is revoked or suspended and states the reasons for which such access was withdrawn.

#### **S 505.2 Working Hours**

The *Client's* core working hours are between 9:00 and 17:00 GMT. Access to the client's personnel outside of the core working hours can be arranged with the *Service Manager* on a case-by-case basis.

### **S 515 Interfaces with third parties**

The *Consultant* cooperates and manages all critical interfaces required to deliver the programme of works. Key interfaces as identified in this section of the Scope and any additional interfaces which the *Consultant* is required to cooperate with are notified to the *Consultant* by the *Service Manager*. The *Consultant* produces and maintains an up-to-date Interface Register for each Task Order.

#### **S 515.1 Planning Authorities**

The *Consultant* has a direct interface with the planning authority including Local Authority Building Control (LABC).

#### **S 515.2 Historic England**

The *Consultant* together with the Building Control Body consults with Historic England, and liaise and cooperate with them for all requests for information and/or access.

#### **S 515.3 Historic Environment Scotland**

The *Consultant* together with the Building Control Body consults with Historic Environment Scotland, and liaise and cooperate with them for all requests for information and/or access.

#### **S 515.4 Historic Environment Division, NI**

The *Consultant* together with the Building Control Body consults with Historic Environment Division, NI, and liaise and cooperate with them for all requests for information and/or access.

#### **S 515.5 BREEAM Assessors**

The *Consultant* will provide "Accredited Professional" services and share sustainable design information with the BREEAM/NABERS Assessor and their specialist subcontractors and work in collaboration with D&G colleagues to ensure the scheme is Design Guide compliant and commissionable.

#### S 515.6 Crown Fire Safety Inspectors

The Building Control Body will consult in writing with Crown Premises Fire Safety Inspectorate (England & Wales)(CPFSI) Her Majesty's Fire Service Inspectorate in Scotland (HMFSI), or HSE Northern Ireland (HSENI) for all Building Regulations applications.

The *Consultant* will ensure that the Building Control Body has appropriately consulted, and liaise with Crown Inspectors in all requests for access and/or information. Pre consultation shall be considered for complex, high risk, or historically significant buildings.

#### S 515.7 CPNI & National Technical Authority

The *Consultant* in the development of design information will review and consider all guidance and information provided by the CPNI or other National Technical Authorities as deemed necessary.

#### S 515.8 Local Police Forces

The *Consultant* will liaise either directly with the local police force where the development of the site/building security risk assessments forms part a Task, and include findings in the deliverables.

#### S 515.9 Construction Contractor & Specialist Subcontractors

The *Consultant* will share design information with the construction contractor and their specialist subcontractors, work in collaboration to ensure the scheme is constructible and commissionable.

#### S 515.10 Surveys undertaken by *Client*

The *Consultant* will define the specifications for the execution of survey work as per Work Stage 2. The information received as a result of the survey work will be used by the *Consultant's* part of their design

#### S 515.11 Utility Providers

The *Consultant* coordinates with utility providers work in collaboration to ensure the scheme is constructible and commissionable.

#### S 515.12 Sports England

The *Consultant* coordinates with Sports England where a sports' ground is involved.

### S 520 Submission procedure and acceptance criteria

The Common Data Environment (CDE) ensures a controlled and standardised approach to document management on every project, ensuring that all project related data and communications are managed in an accurate, comprehensive, reliable and systematic way.

All project and programme information must be held on the CDE with appropriate access given to those involved in the programme and projects.

- The PMO information Manager/CDE Lead is responsible for system performance, training, security and compliance oversight

- Project Directors and Project Managers are responsible for making sure on their projects the CDE is consistently and correctly used and all programme data and information is securely and accurately managed
- Any documentation circulated outside the CDE shall be considered uncontrolled

All parties to a project will be given secure access to the relevant project folders within the CDE. It is the responsibility of all project team members to upload information to the CDE in line with the terms of use & security policies.

#### S 520.1 Document Submission Procedure

Any submissions are made using a document transmittal and issued to the Service Manager and for inclusion into the CDE. The *Client* will provide guidance documents on the use of CDE.

The *Consultant* will review the data as stated below and provide the Service Manager with confirmation once the design data has been included into the CDE.

The *Consultant* will send a list of the initial number of users to the *Client* for access.

#### S 520.2 Acceptance

The *Service Manager* accepts the documents within 2 weeks of submission. If the *Service Manager* does not accept the documents, he states the reasons for doing so.

The reasons for not accepting the documents are:

- The documents are not complete,
- The information does not meet the Information Management Requirements, in terms of CAD and BIM specifications,
- The documents are not ready for inclusion in the CDE,
- The design contained in the documents has remaining clashes with other works, or
- The design or document is missing information that is required by Others to complete their portion of design.

The *Consultant* revises the design or document taking account of the Service Manager's reasons and resubmits it for acceptance within a week or such other time as agreed with the *Service Manager*.

#### S 520.3 *Client's* requirements

The information shall be issued as per the Information Management Requirements, S 1900 Information modelling (Option X10), following the *Client's* naming convention and accompanied by all calculations shall be issued with the design.

All submissions are accompanied with a transmittal notice lists all items being forwarded to facilitate thorough checking and signed by the recipient to indicate acknowledgement of receipt.

Within one week of the Starting Date, a Project Directory will be sent to the *Client* Information Manager so any necessary system changes can be made.

## S 520.4 Status of Information

Information statuses are applied by the *Client* to guide information consumption. The following status are represented in the *Client* CDE and will be used by all parties in provision of information:

<b>Work in Progress</b>	
S0	Information container being developed within a task team
<b>Shared (Non-contractual)</b>	
S1	Information containers that are suitable for geometrical and/or non-geometrical coordination within a delivery team
S2	Information containers that are suitable for information/reference by other task teams within a delivery team
S3	Information containers that are suitable for review and comment within a delivery team
S4	Information containers that are suitable for review and authorization by a lead appointed party
S5	Information containers suitable for review and acceptance by an appointing party
<b>Published (Contractual)</b>	
A0	Approved and Accepted as Stage 0 (Strategic Definition) Complete
A1	Approved and Accepted as Stage 1 (Preparation and Briefing) Complete
A2	Approved and Accepted as Stage 2 (Concept Design) Complete
A3	Approved and Accepted as Stage 3 (Spatial Coordination) Complete
A4	Approved and Accepted as Stage 4 (Technical Design) Complete
A5	Approved and Accepted as Stage 5 (Manufacturing and Construction) Complete
A6	Approved and Accepted as Stage 6 (Handover) Complete
A7	Approved and Accepted as Stage 7 (Use) Complete

Within the system there are different statuses of information that can be used by the inputter of the document. The Contracting Authority are using four key ones:

1. S1 Suitable for Coordination: A document or piece of information can be used to support the design process.
2. S2 Suitable for Information: A document or piece of information can be viewed and has been assured ahead of issue. The document is subject to change so should not be used for commercial or design purposes.

3. S3 Suitable for Review and Comment: A document that has been issued to GPA and that can be reviewed and commented upon. Predominately at this stage a document is not suitable for final issue but allows GPA to review prior to final submission.
4. S4 Suitable for Stage Gate Approval: A document or piece of information that has been issued at the end of a design stage or prior to the end of the design stage.

## S 525 Quality management system

The *Consultant* operates a quality management system and submits a quality plan for acceptance to the *Service Manager*.

As a minimum the *Consultants'* quality management system complies with the following standards:

- ISO9001 - Quality
- ISO 27001 - Information Security
- ISO 14001 – Environmental
- ISO 19650 - BIM

The *Service Manager* defines the audit schedule in consultation with the *Client's* Design and Engineering team for the *Consultant* and any support Subcontractors. The audit schedule forms part of the quality plan.

The *Consultant* manages and updates the Design Deliverables List for each Task Order every month and submits it in a monthly progress report to the *Client*.

## S 530 Quality policy statement and quality plan

The *Consultant* Provides the Service according to the *Client's* Quality Plan and Quality Management System. The *Consultant* maintains, reviews and makes recommendations to the Service Manager how the Quality Management Plan and Policy could be updated following the completion of a Task Order to implement lessons learned and ongoing programme improvement activities.

The Service Manager may accept recommendations made by the *Consultant* or state reasons why the suggestion to change the Quality Plan or system are not accepted. If the *Consultant's* recommendations are accepted the *Consultant* updated the Quality Management Plan and Policy and submits it to the Service Manager for acceptance.

## S 535 Security

### S 535.1 Security Clearance Requirement

All resources involved in Providing the Service must maintain a minimum Security Check (SC) clearance or any subsequent iteration of national security clearance that provide comparable levels of assurance. Certain Tasks may require the *Consultant* to provide resources that maintain a Developed Vetting (DV) or Counter Terrorist Check (CTC) clearance level or any subsequent iteration of national security clearance that provide comparable levels of assurance. The Service Manager identifies in part 1 of the Task Order if DV or CTC security clearance is required to Provide the Service.

The *Consultant* build into their planning the necessary time required to obtain the required security clearance. Where the *Consultant* is unable to meet the security requirements of a Task they raise an early warning and discuss with the Service Manager different ways of fulfilling the security requirement in the interest of Providing the Service. The Service Manager states how the *Consultant* is to proceed.

The *Consultant* identifies within the Suitably Qualified and Experienced Register the level of security clearance maintained by each resource. The *Consultant* assigns to each Task only those resources which meet the security requirements stated in this section and any additional constraints identified in Part one of the Task Order.

### S 535.2 Management and Maintenance of Security Clearance

The *Consultant* is responsible for ensuring the necessary levels of security clearance are in place for the duration of the *Consultant* Providing the Service. The *Consultant* manages the security clearance application process (including renewal procedure), the associated data-gathering for personnel verification purposes and submissions to the relevant Government department sponsoring unit.

The *Consultant* maintains accurate and up to date records of all the people working on contract (including Subcontractors), their security clearances, any privileged access staff have been given. In relation to security clearances this should include a minimum the level of clearance, expiry date of that clearance, and any limitations restricting access associated to that clearance. The *Consultant* are also responsible for supporting compliance with good security practice related to managing staff holding national security clearance.

### S 535.3 Security Training

The *Consultant* is responsible for ensuring their staff are given a security induction and annual training on secure information management which complies with good industry practice, and they must maintain an accurate and up to date records of this training being completed.

### S 535.4 Risk Management

The *Consultant* implements a risk management process, conducting a risk assessment for the service provided. The *Consultant* carries out risk assessments at a reasonable frequency or when there is a major change in the *Consultant's* Systems Environments or threat landscape to assess the Information Security Risks specific to the nature of the *services* being provided to the *Client* and to define any specific information security and the *Client's* Assets handling arrangements that are applicable to this. The *Consultant* shall also:

- a) consider each of the requirements set out below as part of this risk assessment;
- b) put in place risk treatment plans and implement appropriate controls to mitigate the risks an acceptable level required by the *Client*;
- c) share the outcomes of the performed risk assessment with the *Client* and mutually agree any specific information security and the *Client* Assets handling arrangements under the Specification between the *Consultant* and the *Client*; and



- d) notify the *Client* in a timely manner if the risk profile has changed significantly such as from low/medium to high/critical.

#### S 535.5 Security Audit and Assurance

The *Consultant* (and Sub-contractor if applicable) complete the *Client* "Information Security Questionnaire" and provide its responses and supporting evidence to the *Client* for review.

The *Consultant* conducts Security Tests (which include Penetration Tests, Vulnerability Scan, Availability Tests and any other security related tests) by a accredited third party or by a PCI Approved Scan Vendor (if processing, storing or transmitting card payments) to ensure the system's confidentiality, integrity and availability at least annually (or as otherwise agreed by the Parties) and upon any major changes to the *Consultant's* Systems Environment.

The *Client* is entitled to send the representatives to witness the conduct of the Security Tests. The *Consultant* provides the *Client* with the results of such tests (in a form approved by the *Client* in advance) as soon as practicable after completion of each Security Test.

The *Consultant* performs risk-based security audits of the *Consultant's* System Environment at least once every twelve months and upon any major changes to the *Consultant's* Systems Environment and/or risk level.

Upon request by the *Client*, the *Consultant* provides the reports of the security tests and audits (internal or external) and evidence that the critical and high issues and vulnerabilities identified in the reports are resolved to mitigate the security risks to the level acceptable to the *Client*.

If the *Consultant* provides a code development service to the *Client*, the *Consultant* shall be required to follow GPA policies and standards (or Good Security Practice if such policies and standards do not exist) for code development within the *Consultant's* Systems Environment including independent code review.

Should Services under this Contract require the *Consultant* to provide software development Services, the *Consultant* and the *Client* will mutually agree code development practices in a specification prior to the services being executed.

The *Client* may periodically undertake Security Tests in respect of any or all of the systems and infrastructure within the Data Centres, Clouds or any other locations used to deliver any of the Services. If any such test reveals any security issue or non-compliance with the terms of this Contract, the *Consultant* shall promptly (by reference to its criticality) correct the relevant issue and report to the *Client* accordingly. The *Client* shall provide advance notice of any such Security Tests and *Consultant* shall not be responsible for any failure in the Goods and/or Services caused by the *Client* undertaking such Security Tests.

The *Client* is entitled at any time and without giving notice to the *Consultant* to carry out Security Tests (including penetration tests and vulnerability scans) as it may be deemed necessary to establish the *Consultant's* compliance with the *Client* security requirements. The *Client* notifies the *Consultant* of the results of such tests after completion of each test. Security Tests shall be designed and implemented to minimise the impact on the delivery of the services. If such tests impact

adversely on its ability to deliver the *services* to the agreed Service Levels, the *Consultant* is granted relief against any resultant under-performance for the period of the tests.

#### S 535.6 PCI DSS Compliance and Certification

The *Client* acknowledges that should there be Services under this Contract that require the *Consultant* to obtain, store, process or transmit payment card data in-scope for PCI DSS, the *Consultant* shall then comply but subject to the Change Control Procedure, with the following:

- a) shall do so in compliance with the most up-to-date Payment Card Industry Data Security Standards which are put in place by the PCI Standards Council to the extent that PCI DSS applies to them by virtue of any such transfer, storage or connection;
- b) shall restrict the disclosure of the Payment Card Information to those of its employees who may be required by it to assist it in meeting its obligations under this Contract;
- c) will supply to the *Client* the Self-Assessment Questionnaire (SAQ) that demonstrates its compliance with PCI DSS.

If PCI DSS is not applicable to this service, the *Client* must agree that PCI DSS is out-of-scope for all the services being provided under this Contract. If it is found that there are services that fall under the scope of PCI DSS, the *Client* shall provide reasonable notice to the *Consultant* and jointly evaluate such applicability, the impact to Goods and/or Services and mutually agree the additional security controls (both administrative and technical)

#### S 535.7 Cryptography and encryption

The *Consultant* and/or sub-contractor ensure that *Client* Assets at rest and in transit are encrypted using an agreed minimum encryption standard e.g. Transport Layer Security (TLS 1.2) or higher versions, Advanced Encryption Standard (AES 256) or higher versions and in line with the *Client's* security policies and standards.

The *Consultant* and/or sub-contractor ensure that technical (automatic data encryption controls for laptops and removable media) and procedural (policies and user awareness) controls are in place for all portable devices (e.g. laptops, tablets) and removable media (e.g. CDs, DVDs, USB storage devices, backup tapes) that contain *Client* Assets.

The *Consultant* and/or sub-contractor ensure that *Client* Assets transferred electronically outside of the *Consultant's* Systems Environment, or over any public network, are encrypted using an agreed minimum encryption standard.

Encryption functions provided by office automation software (e.g. Microsoft Office, Adobe Acrobat) excluding Data Compression tools such as WinZip (where 256 AES encryption or higher is used) must not be relied upon to protect *Client* Assets unless specifically agreed in writing with the *Client*.

### S 535.8 Security Passes

The *Consultant* requires Security Passes for entry to any *Client* Site. Passes may be temporary or permanent. Security Passes are always to be openly displayed when on any *Client* Site.

The *Consultant* complies with the *Client's* requirements for maintaining an electronic entry system for any *Client* Site. The *Consultant* ensures that all visitors sign in and out of the *Client* Site to support emergency response plans and requirements.

Visitors and guests of the *Consultant* are checked in and must be accompanied at all times on the *Client* Site by the *Client*, *Service Manager* or the *Consultant*.

### S 535.9 Security and identification of people

The *Consultant* is responsible for ensuring that all personnel under their employment, Subcontractors or Others conducting work on the *Client* Sites, or who will be given access to the *Client's* IT systems, are security screened to a level that meets or exceeds Security Check (SC) or any subsequent iterations of national security clearance which provide comparable levels of assurance, before providing any part of the *service*, accessing the *Client* Site or being given access to the *Client's* IT systems. This screening must comply with British Standard BS7858 (Security Screening) and be facilitated by the *Consultant*.

### S 535.10 Security Access

The *Consultant* is responsible for ensuring that all personnel under their employment, Subcontractors or Others conducting work on the *Client* Sites, or who will be given access to the *Client's* IT systems, are security screened to a level required by each Task before providing any part of the *service*, accessing the *Client* Site or being given access to the *Client's* IT systems. This screening must comply with British Standard BS7858 (Security Screening) and be facilitated by the *Consultant*.

The *Consultant* must only grant its staff access to the *Client's* assets as is necessary for them to carry out their duties and nothing more. When supplier staff no longer need access to these assets (eg the staff member changes roles or ceases work on this contract) the staff members access rights shall be revoked within one (1) Working Day. The *Consultant* must notify the relevant vetting authority of the need to lapse the person's security clearance. The *Consultant* remove access to all sensitive assets immediately if the staff member's security clearance has been revoked or suspended. The *Consultant* maintains a record of those people who are no longer Providing the Service and that their associated access and clearances have been removed or appropriately amended.

### S 535.11 Information Management Security

The *Consultant* security standards are aligned to ISO27001 or equivalent and the service provided to the authority should fall within the scope of the Supplier's ISO 27001 accreditation. The *Consultant* maintains Cyber Essentials Plus or equivalent accreditation for the length of the contract.

The *Consultant* restricts access to the data to only those persons with a valid 'need to know'. Retain metadata related to the usage of the service in a format, and for a period, to be agreed with the *Client*. The *Consultant* is required to safeguard the buyer information under the UK Data Protection regime Legislation. The *Consultant* shall ensure that the *Client's* information is retained in the

United Kingdom at all times. If by exception there is a need to hold any of our information overseas this must only be done with the prior approval from the *Client* security team.

The *Consultant's* staff working on a *Client* service must be based within the UK and cannot work on *Client* services outside of the UK. If there is an exceptional need for a supplier or subcontractor to work on the *Client* services while outside of the UK the supplier must present how they will mitigate any security risk and permission must be obtained in advance from the *Client* security team.

#### S 535.12 Due Diligence Reviews

On a periodic basis, and on a schedule set by the *Client*, the *Consultant* is required to work with the *Service Manager* to carry out commensurate security due diligence checks of the *Consultant's* compliance with the contracted security requirements. This includes upon the request the *Client* providing access to their records of staff security clearance and mandatory training so the *Client* can assure itself the security requirements of this agreement are being maintained.

#### S 535.13 Security Breaches

The *Consultant* reports all potential security concerns regarding their staff behaviour to the appropriate vetting authority promptly.

In the event of a suspected or actual security breach, the *Consultant* (or subcontractor) must immediately take all reasonable steps (which shall include any action or changes reasonably required by the *Client*) necessary to:

- minimise the extent of actual or potential harm caused by any Breach of Security;
- remedy such Breach of Security or any potential or attempted Breach of Security in order to protect the integrity of the *Client's* Property and/or Buyer Assets and/or ISMS to the extent that this is within the *Consultant's* control;
- apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the *Consultant*, if the mitigation adversely affects the *Consultant's* ability to provide the Deliverables so as to meet the relevant KPI performance measures, the *Consultant* shall be granted relief against any resultant under-performance for such period as the *Client*, acting reasonably, may specify by written notice to the *Consultant*;
- prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure; and
- supply any requested data to the *Client* (or the Computer Emergency Response Team for UK Government ("GovCertUK")) on the *Client's* request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and
- as soon as reasonably practicable provide to the *Client* full details of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the *Client*.

### S 535.14 Change Management

The *Client* recognises that information security controls will periodically be subject to change as a result of developments in, external threats to information security, technologies, regulations, international/industry security standards and *Client's* policies and standards.

The *Consultant* implements a formal change management process to ensure changes made to the *Consultant's* Systems Environment are recorded, tested and approved before being implemented.

Any change to the *Consultant's* Systems Environment which does or may reduce specific *Client's* security control requirements defined in a Specification for a specific project shall be subject to *Client's* prior written approval.

The *Consultant* operates a robust system development lifecycle which includes information security requirements that must be implemented on all software elements supporting the service.

The *Consultant* ensures that there is clear segregation of environments between development, testing and production. Developers should have limited access to the production environment and should not be able to promote code to the production environment.

1. All software changes are documented and tested in the test environment prior to being applied to any systems in the production environment
2. The *Consultant* must enforce that *Client* data is not used at any time in the test environment and enforce segregation of duties to prevent unauthorised changes into the production environment.

### S 535.15 Network Security

Network security controls such as firewall, distributed denial of service protection, network and application-based intrusion detection system must be implemented to control and monitor connections to the *Consultant's* Systems Environment from the Internet or other untrusted networks.

All Security controls relating to the development, build, configuration, deployment, operation, change management, maintenance and support for all technologies relating to the *Consultant's* Systems Environment shall be in line with *Client* policies and standards (or Good Security Practice if such policies and standards do not exist).

The *Consultant* ensures that all systems within the *Consultant's* Systems Environment or accessing *Client's* System Environment have appropriate up to date anti-virus and anti-malware software installed, Anti-virus and anti-malware software updates must be applied immediately upon being released by the vendor and the software must be configured for at least daily scheduled and onaccess scanning.

Devices (including PCs, tablets, mobiles, laptops and servers etc.) which are used to access, hold or process *Client* Assets must adhere to secure practices such as but not limited to:

- a) ensure user interface screens or sessions automatically lock after a short period of inactivity (maximum 15 minutes) and require use of a password, or other authentication credential, to unlock;
- b) have all vendor operating system and application software updates / patches tested and installed immediately upon issue by the vendor;
- c) ensure that unsupported software and hardware systems are decommissioned and/or replaced with vendor supported systems.
- d) have all successful and unsuccessful logon attempts and modifications to system access permissions logged and these logs must be independently reviewed and retained for at least 90 days unless the frequency of security events and reasonable file size restrictions reduce this retention period during a specific time period.

The *Consultant* ensures that *Client* Assets or data relating to *Client* customers or personnel is only stored and processed in the *Consultant's* Systems Environment. S 535.16 Business Continuity Management and Disaster Recovery

The *Consultant* ensures that:

- a) Business continuity management systems and plans are in place to enable the *Consultant* to maintain or else quickly resume provision of key services in the event of a disruption in line with agreed Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO);
- b) Business continuity management plans and arrangements shall be in line with *Client* business continuity policies and standards (or Good Security Practice e.g. ISO 22301 or equivalent standard) if such policies and standards do not exist;
- c) Copies of the business continuity plans are stored outside of the *Consultant's* premises and are easily accessible in the event of a disruption;
- d) Business continuity plans and arrangements shall be tested and reviewed at least annually or following significant organisational change;
- e) Disaster recovery plans and arrangements are in place to enable the *Consultant* to maintain or else quickly resume IT systems in the event of a disruption;
- f) Copies of the disaster recovery plans are stored outside of the *Consultant's* premises and are easily accessible in the event of a disruption;

Disaster recovery plans and arrangements shall be tested and reviewed at least annually or following significant organisational change

#### S 535.17 End, Expiry and Termination of Contract

Upon end, expiry or termination of the Contract for any reason, in addition to the termination provisions, the *Consultant* shall, within eight weeks (or any other period agreed between the *Consultant* and *Client*) of such end, expiry or termination also:

- a) return, or securely destroy all *Client* Assets in accordance with *Client*'s asset return and disposal policies and standards (or Good Security Practice if such policies and standards do not exist), except that which it is required to retain for legal or regulatory compliance obligations or its internal compliance procedures.
- b) where *Client* Assets are securely destroyed, the *Consultant* shall provide independently verifiable evidence of this and a certification from *Consultant*'s Information Security Manager confirming that such destruction has been carried out.

Security Requirements	Tier 3/ 4 (O & OS)
GPA Security Schedule***	Yes
GPA Policies and Standards	Yes
GPA Information Security Questionnaire	Yes
ISO 27001 Compliance	Yes
PCI DSS Self-Assessment Questionnaire**	Yes
Cyber Essentials Plus	Yes
Security Governance and Service Review Meetings/MI	Annually
GPA Security Assurance Site Visit*	Every 2 years
<p>* Required if sufficient assurance is not obtained from Questionnaire, Assurance/compliance Reports</p> <p>***Short version</p> <p>**If processing, transmitting or storing card payments</p>	

GPA security requirements for Suppliers in OFFICIAL and OFFICIAL-SENSITIVE tiers

## S 540 Industrial Relations

Industrial Relations do not apply to this contract.

## S 545 Disclosure

The disclosure of Confidential Information is limited, and the *Consultant* is to comply with this obligation as per clause 26.8 of the *conditions of contract*.

## S 550 Form of retained documents

All deliverables produced by the *Consultant* in Providing the Service are retained in their native file format by the *Consultant*. The *Consultant* familiarises themselves and maintains an up to date working knowledge of the *Client's* information management requirements in S 1900 Information modelling (Option X10) to ensure that all documents retained by the *Consultant* are in a format that complies with the *Client's* information management requirements.

## S 600 Consultant's programme

### S 605 Programme requirements



### S 605.1 The programme

The *Consultant* uses Microsoft 2019 (or later software) to produce the End-to-End Plan for the *service*. The programme is uploaded into Microsoft Project Online software

The *Consultant* should develop the programme to Level 2 as defined below in line with the established work breakdown structure. This programme is structured in a way that provides a clear understanding of the Tasks being delivered by the *Consultant* along with key interfaces into the various Projects they are working on.

A general guide is:

- Level 0 – project name/title
- Level 1 – project high level outline
- Level 2 – key project areas

The *Consultant's* programme identifies the Key Milestones and interfaces for each Task. These milestones should be identified by setting the duration to 0 and linked as successors to the relevant tasks and key products in the programme.

The *Consultant's* programme should as a minimum identify the key deliverables and must have the following characteristics:

- A clear description that specifies the name of the product e.g. Outline Business Case
- They are preceded by a drafting and approvals process
- They have a predecessor which will be the last step in the above process
- Milestone type must be set to Key Product

### S 605.2 Activity and Work Breakdown Structure (WBS)

The *Consultant* attributes an Activity ID to relevant Task. Once assigned the activity ID is not amended.

The *Consultant* retains all activities as included in the first Accepted Programme which becomes the baseline plan. The *Consultant* marks all completed Tasks “complete” based on actual progress.

The *Consultant* moves the relevant activities to the section of the WBS titled “Deleted Activities” to ensure that activity IDs are not reused.

When revising the programme, the *Consultant* exercises due skill, care and diligence to not re-use activity ID's or changed Activity ID's.

The *Consultant* adds all activities related to compensation events as a new activity on the programme and shows deletions. Any additional activities need to be coded with the Change Control ID.

### S 605.3 Resource Loading

The *Consultant* provides a programme with resource loaded data for each Task and aligned to the WBS.

#### S 605.4 Time Risk Allowance

The *Consultant* includes Time Risk Allowance (TRA) on its programme identifying for each Task the planned completion and Task Completion Date. This should be clearly identified within the programme and be added to each relevant activity within a dedicated User Defined column named TRA.

#### S 605.5 Activity Codes

The *Consultant* uses Activity Codes for easy filter and assessment of data for various reporting functions.

#### S 605.6 Schedule Management

The *Consultant* uses Microsoft 2019 or later and Microsoft Project Online software within the *Client's* environment.

The *Service Manager* discusses with and informs the *Client* of the revised programme and if required Others prior to acceptance.

The *Service Manager* may jointly review progress with the *Consultant* at the end of each period.

The *Consultant* follows the below principles pursuant to its obligations under Clause 31:

- Identifies completed Tasks and actualised dates for start or completion of activities.
- Updates the revised programme in complying with its obligations pursuant to clause 32,
- Updates the programme with actual progress achieved on each Task ● Reviews critical activities.
- Reviews programme Logic and optimal sequencing.
- Updates programme within the *Client's* environment

### S 610 Methodology statement and Format of the programme

The *Consultant* uses Microsoft 2019 or later and Microsoft Project Online software within the *Client's* environment to maintain the end-to-end project programme on a weekly basis and submits the programme for acceptance to the *Service Manager* as required by these *conditions of contract*.

The *Consultant* provides all programme in the format set below as a minimum:

- Each Task is identified by one activity and any predecessors and successors to the Task are identified
- Exception: One start & finish milestone per plan.
- Exception: WBS summary type. ● Avoids negative lags
- Avoids positive lags and use possibility of creating an activity
- Does not use SF activity relationships
- Avoid hard constraints where possible and provides explanation notes when used.
- Explore soft constraints where possible.

- Exception: If activity steps are being used within the Task, Procurement, Manufacture, Consent Periods, LOE & WBS Summary.
- The *Consultant* uses minimum activity duration of no less than 1 day. ● The *Consultant* avoids the use of negative float.

## S 615 Information and other things provided by the *Client* and Others

The *Client* provides and the *Consultant* identifies on their programme:

- Date planning permission is obtained
- Sequencing and timing based on Project Plan
- Date funding is finalised
- Stage Gate Approval Dates
- Investment committee dates
- ECI Construction Contractor's returned information
- Key governance dates and purdah periods

## S 625 Revised programme

The *Consultant* revises the baseline programme, on approval from the *Service Manager*, specific to those Tasks affected by the compensation events. Thereafter, the Service Manager uses the adjusted baseline to measure any future progress.

The *Consultant* submits a revised programme pursuant to clause 32 in a frequency as defined by the Contract Data demonstrating the actual progress achieved in the period against each Task and its effect on the timing of the remaining work.

The *Service Manager* reviews the revised programme against the original or adjusted baseline programme as the case may be.

## S 700 Task Order Plan

### S 705 Task Order Plan Requirements

The *Consultant* uses the Task Order Plan to demonstrate all projects and their relevant phases such as initiation, detailed design and construction timelines with clear logical relationships including

The Task Order Plan must:

- Enable a robust schedule to be established showing criticality of activities and the critical paths;
- Provide a means of effectively measuring and reporting work in progress; ● Identify inter-functional links for transfer of information; ● Identify all key review periods, approvals and formal issue dates.

The *Consultant* produces Task Order Plans that are consistent in detail and identifies work into unambiguous activity descriptions.

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The *Consultant* produces Task Order Plans that summarise the key stages of the *service* provided, activity deliverables, Subcontractors, other Professional Services Partners and Others engaged with the Project.

The *Consultant* produces Task Order Plans that identify key interventions required from the *Client* and Others including the provision of information, approvals, access and other activities.

The *Consultant* produces Task Order Plans with activities fully logic linked and uses constraints agreed with the *Service Manager* or defined in this document or elsewhere in the Scope.

The *Consultant* identifies *starting dates*, *access dates*, Key Dates, Task Order Completion Date, planned Completion and floats in accordance with clause 31.2.

The *Consultant* identifies all key review periods, approvals and formal issue dates.

The *Consultant* will provide timely project and cost reporting and data to the *Service Manager*. The project management reporting and processes needs to be aligned and Coordinated with the overall Plan platform and facilitate the efficient reporting and data transfer at Task Order Plan level.

The *Service Manager* is responsible for overall Task Order Plan reporting to the *Client's* PMO lead and the *Consultant* will need to report in line with the requirements, examples of which are provided S

### 705.1 Activity and Work Breakdown Structure

The *Consultant* attributes an Activity ID to relevant work packages and WBS structure. Once assigned the activity ID is not amended.

The *Consultant* retains all activities as included in the first Accepted Task Order Plan which becomes the baseline plan. The *Consultant* marks all completed activities “complete” based on actual progress.

The *Consultant* moves the relevant activities to the section of the WBS titled “Deleted Activities” to ensure that activity IDs are not reused.

When revising the plan, the *Consultant* exercises due skill, care and diligence to not re-use activity ID's or changed Activity ID's.

The *Consultant* adds all activities related to compensation events as a new activity on the Task Order Plan and shows deletions. Any additional activities need to be coded with the Change Control ID.

### S 705.2 Settings, Layouts and Activity Codes

Will be set by the *Client* and *Service Manager*. the *Consultant*, the *Service Manager* will monitor, update and redefine these as part of each schedule submission.

### S 705.3 Resource Loading

The *Consultant* provides Task Order Plans with resource loaded data for both design and construction phases, throughout the lifecycle, aligning with the WBS.

The *Consultant* provides comprehensive resource profiles for each function showing number of FTE's for each Task Order Plan.

#### S 705.4 Time Risk Allowance

The *Consultant* includes Time Risk Allowance (TRA) on its Task Order Plan. This should be clearly identified within the Task Order Plan and be added to each relevant activity within a dedicated User Defined column named TRA.

#### S 705.5 Critical Path and Display Bars

The *Consultant* defines the critical path as any activity with less than or equal to 0 days total float.

The *Consultant* identifies the critical path using a red bar, planned work using green bar and completed work using blue bars.

#### S 705.6 Activity Codes

The *Consultant* uses Activity Codes for easy filter and assessment of data for various reporting functions.

#### S 705.7 Schedule Management

The *Consultant* uses Microsoft 2019 or later and Microsoft Project Online software within the *Client's* environment.

The *Consultant* and the *Service Manager* monitor the progress of the Task against the baseline plan using Rules of Credit agreed prior to the first update.

The *Consultant* aligns plan activities with the WBS Task Order codes.

The *Consultant* maintains a register of all Task Order Plan updates.

The *Service Manager* discusses with and informs the *Client* of the revised Task Order Plan and if required Others prior to acceptance.

The *Service Manager* may jointly review progress with the *Consultant* at the end of each period.

The *Consultant* follows the below principles pursuant to its obligations under Clause 31:

- Identifies completed activities and actualised dates for start or completion of activities.
- Updates the revised plan in complying with its obligations pursuant to clause 32,
- Updates the Task Order Plan with actual progress achieved, and the effect of other compensation events notified between the date of the Accepted Task Order Plan and the compensation event was notified.
- Reviews critical activities.
- Reviews Task Order Plan Logic and optimal sequencing.
- Updates Task Order Plan within the *Client's* environment

#### S 705.8 Baseline Task Order Plan

The *Service Manager* establishes a baseline as the first Accepted Task Order Plan and will monitor progress against this baseline.

The baseline plan will record all milestones, the approved execution plan activities, and estimated activity durations. All revised plans will be measured against the baseline schedule to reflect how the actual and forecasted work measures against the baseline.

The *Consultant* incorporates within the Task Order Plan sufficient detail of activity durations, costs and resource levels including identification of critical activities, information required dates, handover dates, procurement timescales, third party activities, constraints and access dates if applicable.

## S 710 Methodology Statement

The *Consultant* provides all Task Order Plans in the format set below as a minimum:

- All activities have a predecessor and a successor.
- Exception: One start & finish milestone per plan.
- Exception: WBS summary type.
- Avoids negative lags
- Avoids positive lags and use possibility of creating an activity
- Does not use SF activity relationships
- Avoid hard constraints where possible and provides explanation notes when used.
- Explore soft constraints where possible.
- The *Consultant* uses maximum activity duration of no greater than 20 days unless agreed by the *Client*.
- Exception: If activity steps are being used within the activity, Procurement, Manufacture, Consent Periods, LOE & WBS Summary.
- The *Consultant* uses minimum activity duration of no less than 1 day.
- The *Consultant* avoids the use of negative float.

## S 715 Work of the *Client* and Others

The *Consultant* will identify all the interfaces with the *Client* and Others on the Task Order Plan. Where they require info is stated on their Task Order Plan.

## S 720 Information and other things provided by the *Client* and Others

The *Client* provides and the *Consultant* Identifies on their Task Order Plan:

- Date planning permission is obtained
- Date funding is finalised
- Stage Gate Approval Dates
- Investment committee dates
- ECI Construction contractor's returned information
- Key governance dates and purdah periods

## S 730 Revised Task Order Plan

The *Consultant* revises the baseline Task Order Plan, on approval from the *Service Manager*, specific to those activities affected by the compensation events. Thereafter, the *Service Manager* uses the adjusted baseline to measure any future progress.

The *Consultant* submits a revised plan pursuant to clause 32 in a frequency as defined by the Contract Data demonstrating the actual progress achieved in the period against each activity and its effect on the timing of the remaining work.

The *Service Manager* reviews the revised plan against the original or adjusted baseline Task Order Plan as the case may be.

## S 735 Task Completion Definition

Completion of a Task Order is achieved when all of the individual components of each Task making up the Task Order are completed and the *Service Manager* accepts that the *Consultant* has provided the service required by the Task.

## S 800 Management of the *service*

### S 805 *Client* Team

The *Consultant* directly interacts, cooperates and collaborates with the *Client's* operational team. Each Task Order identifies the *Client's* discipline leads. The *Consultant* facilitates and maintains open communication with the *Client's* discipline leads for the duration of the Task and as required in this Scope. It is the *Consultant's* responsibility while Providing the Service to consult with the following resources as necessary for obtaining the level of information required for delivering a Task.

#### S 805.1 *Client's* Capital Projects Team

##### **Programme SRO Responsibilities:**

- Accountable for the Capital Projects Programme meeting its objectives and milestones
- Provides overall direction and leadership
- Owns the vision for the Capital Projects Programme
- Accountable for the Capital Projects Programme's governance arrangements
- Manages the interface with key senior stakeholders
- Owner of the Benefits Management Strategy

##### **Programme Director**

- Responsible for the Capital Projects Programme, ensuring that it meets its objectives, milestones and Estate Strategy commitments, and realises the expected benefits
- Responsible for development of a coherent Capital Projects Programme and Project organisation structure and logical set of plans
- Monitors and controls the Capital Projects Programme at a strategic level
- Maintains the overall integrity and cohesion of the Capital Projects Programme

**Programme Manager**

- Day-to-day management of the Capital Projects Programme
- Effective planning and coordination of interdependencies
- Production and maintenance of the Programme Business Cases
- Provides support and reports progress internally, including to SRO and Programme Directors
- Provides support and reports progress externally and to various boards including ERB

**Programme PMO**

- Governance, assurance, risk management, reporting management, schedule control, change control, information management, CDE management, benefits management, lessons learnt and continuous improvement
- Ownership and management of PPM products
- Responsible for setting and managing programme governance, control and assurance processes and systems
- Manages and assures the project and programme reporting cycle and reporting
- Provides assurance support and reporting including to GMPP and IPA Programme Assurance Reviews as required
- Business Case development
- Secretariat to Capital Projects Programme board

**Project Director**

- Accountability of assigned Project
- Production of Project Business Cases and approval
- Accountable for delivery of Projects to agreed time, cost, performance and adherence to governance requirements
- Provides support and reporting progress internally, including to SRO and Programme Directors

**Stakeholder & Approvals Manager**

- Runs the stakeholder engagement process, maintains dialogue with the clients
- Manages the client commitment process
- Maintains governance structures

**Project Support Officer**

- Supports the Project Management Partner to deliver the Project Secretariat to Project board



PSC Scope - Specialist Services

Contract Ref: CCBO22A03

### **Design & Engineering Subject Matter Experts**

- The wider Design & Engineering team provides assurance and approval of design works, ensuring Projects are built and delivered in line with the Design Guides S 805.2 The *Client's* Other Teams

### **Functions**

The Government Property Agency is made up of property, transformation and commercial professionals working out of function specific directorates.

### **IT Tech & Data**

The IT Tech & Data team deals with Strategic development and implementation of systems and infrastructure across GPA to support all business units; to create, utilise and leverage data to improve outcomes for GPAs clients; and to procure and install IT and AV installations for the GPA estate

### **Commercial /Procurement**

The Commercial Directorate deals with market facing property transactions, procurement and contract management, working closely with other directorates and departments.

### **Corporate Services**

Corporate Services support the *Client's* people and ensures oversight and governance of delivery that keeps the Agency focused on delivering its strategic goals.

### **Property**

The property team is responsible for acquisition of properties and managing the signature of agreements for lease

### **Finance**

The Finance Function ensures that the Government Property Agency practices sound financial management, ensuring value for money and stewardship of taxpayers' funds. It also serves the function of producing finance models and business cases to secure funding from HMT for GPA projects.

### **Workplace Services**

We are responsible for supporting customers in moving to and using our workplaces in a way that is popular with customers and enhances client satisfaction.

## **S 810 Project team – Others**

The *Consultant* is one of the Professional Services Partners providing service to the *Client*. The *Client* also engages a Construction Contractor to provide construction works at a Project.

## PSC Scope - Specialist Services

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The *Consultant* maintains a direct interface with, is consulted by and support the delivery of the *Client's* other Professional Services Partners and the Construction Contractor for the duration of the *service period*.

The roles of other organisations providing works or services to the *Client* are:

### S 810.1 Project Management Partner

The *Client's* Project Management Partner is responsible for the overall coordination of the Project. The Project Management Partner provides services for project and cost management for the duration of the *service period*. The ongoing service provided by the Project Management Partner to the *Client* are:

- Account and Support Structure
- Resource Planning
- Programme and Contract Management
- Stakeholder Engagement and Management
- Capital Project Delivery Strategy
- *Client's* Standards Review

The Project Management Partner is engaged by the *Client* at RIBA Stage 0 or 1 and provides service to the *Client* until handover of the project to the *Client* following completion of RIBA Stage 7. The services provided by the Project Management Partner when engaged on a project are:

- Runs the day-to-day delivery of the Project
- Accountable for tracking and monitoring budgets, plans and benefits within the individual Projects
- Supports the Project Directors to ensure Projects are delivered to agreed time, cost and performance and adherence to governance requirements
- Controls and monitors spend on the Project in liaison with the Project director. Carries out estimating and profiling of spend for delivery of each stage of the Project.
- Responsible for accurate project cost reporting and adherence to governance requirements

### S 810.2 Design Partner

The *Client's* Design Partner is responsible for the overall coordination of the Project Design. The Design Partner providing design services to the *Client* for the duration of the *service period*. The ongoing service provided by the Design Partner to the *Client* are:

- Account and Support Structure
- Resource Planning

## PSC Scope - Specialist Services

Contract Ref: CCBO22A03

- Programme and Contract Management
- Stakeholder Engagement and Management
- Capital Project Delivery Strategy
- *Client's* Standards Review

The Design Partner is engaged by the *Client* at RIBA Stage 1 and provides design service to the *Client* until the end of RIBA 3 for Design & Build Projects and RIBA 4b for Traditional Projects. The Design Partner may be engaged in a Technical Assurance role between RIBA 4a and 7.

The services provided by the Project Management Partner when engaged on a project are:

- Develops all aspects of the design in line with standards, regulations, best practice and GPA requirements. Gathers requirements in consultation with the workplace design manager from GPA technical experts, clients and other stakeholders.

### S 810.3 Construction Contractor

The *Client's* Construction Contractor is responsible for the overall construction of the Project and may be engaged under a traditional, design and build or two stage tender process. The Construction Contract may also be instructed to provide ECI service to the *Client* as determined necessary for the specific Project.

The Construction Contractor is engaged by the *Client* between RIBA 3 and 4 depending on the procurement route stated in the Delivery Strategy for the Project and provides service to the *Client* until handover of the Project following completion of RIBA Stage 7.

### S 815 Communication system

The *Client* provides a Contract Event Management and Reporting (CEMAR) platform or similar and agrees administrative and project management service to facilitate the management of works, including all necessary planning and coordination with relevant stakeholders.

#### S 815.1 Communications

The lines of communication between the *Client* and the *Consultant*, including primary one-to-one points of contact, are confirmed at the Start-Up Meeting and at each Task Order Start-Up Meeting, and captured in the agreed version of the Key Roles Interface Chart.

The *Consultant* agrees with the Service Manager prior to changing the agreed lines of communication.

All communications must be in a format that can be read and include as a minimum:

- *Client* contact identifying number and name,
- Subject,
- Unique reference number,
- Date,

- The name of the author (a representative holding delegated, power compatible with the subject matter),
- Communication status (For Action / Comment), and • Information.

Each communication covers one subject only and bears an individual sequential number in accordance with the system agreed unless otherwise agreed by the *Service Manager*.

## S 815.2 Communications and Publicity

The *Consultant* does not share any information for the purposes of publicity or information sharing, including but not limited to applying for external awards, posting on social media and giving interviews to Others pertaining to the *Client's* Programme of works, these conditions of contract and the *service* being provided under this contract, or specific Projects without the express written permission of the *Client's* corporate communications team.

## S 820 Management procedures

### S 820.1 Meetings, attendees and meeting records

The *Consultant* participates in meetings with the *Client's* team, Service Manager and Others on topics such as early warnings, programme, progress, technical, cost, commercial, suppliers, contractual approvals, gateways, stakeholder management, interfaces and other matters as necessary.

Meetings may be on a regular or ad-hoc basis and unless agreed otherwise with the *Service Manager* will be held in in person at the *Client's* Premises, Project Site or *Consultant's* Offices.

These meetings are separated into programmatic and Task level meetings and include, but are not limited to:

Programmatic Level Meeting
Programme Start-Up meeting
Capital Projects Programme Board Meeting
Quarterly Partner Meeting
Task Level Meetings
Gate Review Meeting
Change Control Board
Task Start-Up meeting
Progress meetings
Design Meetings

Early warning meetings
Handover Meetings
Interactive Planning Sessions

The *Consultant* participates and attends any other regular or ad-hoc meeting as required in fulfilment of this *service*. The *Consultant* invites the *Client's* Team to relevant and appropriate meetings chaired by the *Consultant* on topics agreed with the *Client's* team in the Start-Up Meeting.

*S 820.1.1 Programme Level Meeting – Programme Start-Up Meeting*

Within two weeks of the Contract Date, the *Consultant* attends a Programme Start-Up Meeting. The key objectives of this meeting are to:

- Ensure the *Consultant* has full understanding of *Client's* requirements,
- Review plan requirements,
- Discuss the *Consultant's* early warning if any,
- Establish lines of communication,
- Establish a cash-flow management format,
- Agree meeting and reporting schedule,
- Agree format of Other meetings in S 820.1.11 Task Level Meeting - Other
- Agree the Key Roles Interface Chart
- Agree the nature or format of the accounts and records,
- Agree the format of the payment for application,
- Review the format of Early Warnings Register with the *Service Manager*,
- Review and agree the *Consultant's* risk management plan,
- Agree the *Consultant's* change management process,
- Agree the *Consultant's* interface management process,
- Ensure that *Client's* systems, processes and procedures are understood,
- Identify any other meetings that are necessary,
- Alignment with the *Client's* Reporting Governance & Monthly Cycle
- Discuss the site access strategy if applicable
- Discuss and alignment the *Client's* security and Information Management requirements, and
- Agree the format and content of the progress report.

*S 820.1.2 Programme Meeting – Capital Project Programme Board Meeting*

The *Service Manager* notifies the *Consultant* if they must attend an upcoming CPPB and which members of the *Consultant's* team are required to attend. The *Consultant* attends the Capital Project Programme Board Meeting along with the other Professional Service Partner and Others.

*S 820.1.3 Programme Meeting - Quarterly Partner Meeting*

The meeting is held quarterly from the Contract Date and is used to monitor and discuss the *Consultant's* performance under these *conditions of contract*. The meeting is attended by the *Consultant, Client* and *Service Manager*.

At the meeting the parties involved participate and discuss the *Consultant's* performance over the last quarter reviewing key programme metrics to inform the conversations. The Programme Charter, Key Stakeholder Register, Quality Management Plan, and Report on agreed KPI Scores are reviewed and discussed with a view of securing the *Consultant's* performance over the next quarter.

As a minimum the following of the *Consultant's* key persons are required to attend progress meetings:

- Project Manager,
- Planning Manager,
- Commercial Manager and/or Risk Manager, and
- Design Manager.

*S 820.1.4 Task Level Meeting - Gated Review*

A gated review is a meeting prior to Gate / Decision point to allow the stakeholders of the project to assess the readiness of the project to proceed through the actual gate. It allows stakeholders to raise concerns of any issue related to the Project.

The review is independently chaired by the *Client's* PMO who will provide a consistent, independent chair. Members of the Project are required to agree to the success criteria of the Project. The chair rates all items and applies a RAG rating to all aspects of the Project. Should a Red be agreed with the stakeholders the Project will not proceed to the gate.

The *Service Manager* notifies the *Consultant* if they must attend the Gated Review and which members of the *Consultant's* team are required to attend.

*S 820.1.5 Task Level Meeting – Early Warning Meeting*

The *Consultant* attends early warning meetings when instructed by *the Service Manager* and as required by these *conditions of contract*.

*S 820.1.6 Task Level Meeting – Change Advisory Board*

The Change Advisory Board (CAB) reviews all proposed changes pre-approval and confirm sufficient information has been provided and the proposed change is valid and ready to proceed. If it is not

approved to proceed, clear reasoning and required actions will be given. The CAB will meet weekly to make sure this process does not delay change request decisions.

It is the responsibility of the Project Director and Project Manager submitting a CRF to attend the CAB and explain/ confirm the change, and that sufficient information has been provided for the change to proceed. The *Consultant* may be required to support the Project Management Partner to prepare for and in some instances the *Consultant* may be required to attend the CAB. The *Service Manager* notifies the *Consultant* if they must attend the CAB and which members of the *Consultant's* team are required to attend.

#### *S 820.1.7 Task Level Meeting – Task Start-Up Meeting*

Within two weeks of the Task Order Start Date, the *Consultant* attends a Task Start-Up Meeting. The key objectives of this meeting are to:

- Ensure the *Consultant* has full understanding of Task requirements,
- Review programme requirements,
- Discuss the *Consultant's* early warning for the Task if any,
- Establish lines of communication,
- Agree meeting and reporting schedule,
- Agree the Key Roles Interface Chart for the Task
- Agree the nature or format of the accounts and records,
- Review the format of Early Warnings Register and decide how Task specific early warnings are identified with the *Service Manager*,
- Review and agree the *Consultant's* risk management plan,
- Agree the *Consultant's* interface management process,
- Agree any KPIs that will be tracked and monitored for the duration of the Task,
- Alignment with the *Client's* Reporting Governance & Monthly Cycle
- Discuss and align the *Client's* security and Information Management requirements
- Identify any other meetings that are necessary, and
- Agree the format and content of the progress report.

As a minimum the following of the *Consultant's* key persons are required to attend progress meetings:

- Project Manager,
- Planning Manager,
- Commercial Manager and/or Risk Manager, and

## PSC Scope - Specialist Services

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- Design Manager.

### *S 820.1.8 Task Level Meeting – Progress meetings*

The *Client* advises the *Consultant* of the dates of the four-weekly progress meetings at the Start-Up Meeting. The agenda is set by *Service Manager* and includes:

- progress, programme, cost, project execution, project reporting, change control, gateways, stakeholder consultation and management, consents and environment management, commercial, contracts, procurement risk and value.

As a minimum the following of the *Consultant's* key persons are required to attend progress meetings:

- Project Manager,
- Planning Manager,
- Commercial Manager and/or Risk Manager, and
- Design Manager.

### *S 820.1.9 Task Level Meeting – Design Meetings*

Where the consultant is providing a Design scope of work Design meetings are held and organised by the *Consultant* on a weekly basis, with a review meeting every four weeks. Design Meetings are chaired by the *Consultant's* Design Manager. These meeting will be held face to face at the *Client's* site or offices.

The agenda is set by the *Consultant's* Design Manager to discuss all matters relating to design, design quality, design management, compliance/assurance and technical approvals.

As a minimum the following of the *Consultant's* key persons are required to attend design meetings:

- *Consultant's* Design Manager
- *Consultant's* Information Manager
- *Consultant's* Project Administrator.
- Principal Designer

The *Consultant* ensures that the representative of each party forming the Integrated Delivery Team are on the distribution list including the Professional Services Partners, *Client* and Construction Contractor.

### *S 820.1.10 Task Level Meeting - Handover Meetings*

The *Service Manager* organises and notifies the *Consultant* to attend handover meeting. The *Consultant* attends all Handover Meetings. During the Handover meetings the *Consultant* works with Others to ensure that: the design ethos is understood, RAID Logs are explored and understood and items undergoing change control are management and understood by all parties.



*S 820.1.11 Task Level Meeting - Other*

Other Task meetings the *Consultant* is expected to participate in are included below. The format, attendees list and frequency of these are to be agreed between the Service Manager and *Consultant* at the Programme Start Up Meeting.

Other Meetings
Risk Workshops
Project Working Group/Delivery Team meetings
Project Review meeting
<i>Client</i> Security Workshop
T3 Meetings
<i>Client</i> Team Meetings
Site Meetings
On site Construction Meetings
Technical Assurance review Meeting Monthly
interactive planning sessions

**S 825 Reporting formats and requirements (e.g. progress reports).**

**S 825.1 Reporting Governance & Monthly Cycle**

The *Client's* Capital Programme reporting process provides a level of protection to the quality of information through the processes agreed and set out by the *Client's* PMO Team.

The aim of the Governance and Reporting Cycle is to provide an agreed process for the programme that will provide consistent, accurate, timely information to Programme Board, Investment Committee and GPA Board and enable effective decision making at the programme level.

The key principles for programme reporting are:

- Reporting follows a standard 4-week cycle aligned to the start of each calendar month, allowing a consistent data cut-off date.
- Project reports from IDT are submitted in agreed formats by specified dates to allow for review and data quality assurance by the project team ahead of finalising and submitting the up-to-date project data by the end of week 1 in the 4-week cycle.
- Documents are stored on the *Client's* common data environment (CDE), to allow for transparency and collaborative working.

## PSC Scope - Specialist Services

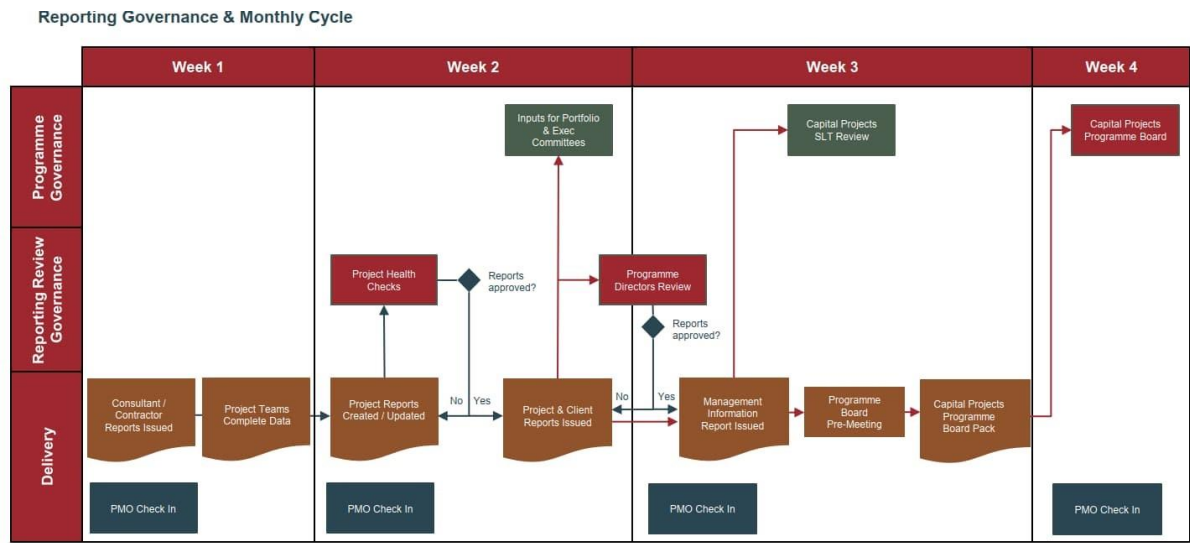
Contract Ref: CCBO22A03

The process operates on a 4-week cycle and the information required in each week is summarised below.

- Week 1: Project data checked and finalised. Project Management Partner provide the update detail. Project Director verifies the information from a quality assures perspective to make sure it is up-to-date and accurate. By the end of week 1 the following data will be consolidated by the Project Management Partner and provided to the *Client*:
  - *Client* updates and narrative – input CDE ○ RAID – input to CDE ○ Schedule – input to CDE
  - Cost Report (CDEL and RDEL only) – input to PWA ○ Cost Report (detailed) – separate output
- Week 2: Project Health Checks held. Project data finalised. Updates ready for input to Portfolio and Executive Committees as required
  - Project Health Checks: 2hrs per region. Attendees: Programme Manager, Project Director, Project Manager, SAM, PMO
- Week 3: Programme Directors Review held, using project data finalised from Project Health Checks.
  - Programme Directors Review: 1-2 hours per region. Attendees: Programme Director, Partner, Programme Manager, Project Director, PMO
  - Management Information report issued ○ SLT review meeting held
  - Capital Projects Programme Board pack finalised and issued
- Week 4: Capital Projects Programme Board

The *Service Manager* and *Consultant* align the *Consultant's* reporting cycle to that of the client stated in this section such that the required information is provided to the *Client* in the appropriate week.

The following flow chart summarises the *Client's* reporting cycle.



S 825.2 Key Performance Indicators

The *Service Manager* may request that Key Performance Indicators are implemented and tracked on any Task. Key Performance Indicators are jointly agreed between the *Consultant* and Service Manager including the mechanism for measuring performance. The *Consultant* performance against the service levels agreed for the Task.

The following themes have been provided to guide bidders per the below table.

KPI Theme	What will be measured?	Why this will be measured?	How this will be measured (examples)?
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Cost	The timeliness of submission of the <i>Consultant's</i> cost assessments to the GPA Service Manager	Ensure compliance with the payment mechanisms in the contract and maintain accurate invoicing and reporting through the life of the project. A missing application for payment means that cash flow is affected and transferred to the following assessment interval.	<p>Assessments are provided monthly for the duration of the contract. Performance is measured on a three tier basis: Excellent, Good and Poor.</p> <p>Excellent – no assessment missed in a service year</p> <p>Good – less than two assessments missed in a service year</p> <p>Poor – two or more assessments missed in a service year</p>
Plan / Programme	The timeliness of submission of the <i>Consultant's</i> Plan to GPA Service Manager	Ensure proactive engagement by the <i>Consultant</i> with GPA's Service Manager to ensure the Plan is accepted and provides an accurate representation of progress. An NEC contract without an accepted Plan put a significant burden on the Service Manager to manage the contract and is a situation we want to avoid.	<p>Plans are submitted for acceptance monthly for the duration of the contract. Performance is measured on a three tier basis: Excellent, Good and Poor.</p> <p>Excellent – All submitted Plans accepted in a service year</p> <p>Good – Plan has not been accepted less than twice in a service year</p> <p>Poor – Plan has not been accepted more than twice in a service year</p>

KPI Theme	What will be measured?	Why this will be measured?	How this will be measured (examples)?
<i>Client</i> Engagement	The extent to which Professional Services partners are being proactive and engaging the client, rather than waiting to be instructed and acting reactively.	Proactivity and engagement of the Professional Services partners is a priority for GPA in line with strategic partnering approach.	This will be in part solution dependent; therefore, bidders will propose how this should be measured.
Quality of Deliverables	The extent to which the <i>Consultant</i> provides deliverable right first time	Minimising repeat work is a priority for the GPA as causes a significant resource demand on the client.	This will be in part solution dependent; therefore, bidders will propose how this should be measured.
Unresolved Service Complaints	The extent to which a service complaint raised by the <i>Client</i> remains unresolved for an extended period of time.	Poor quality of service needs to be minimized, and where service complaints are raised they need to be resolved as soon as possible such that they don't lead to formal dispute.	This will be in part solution dependent; therefore, bidders will propose how this should be measured.
Social value	The extent to which suppliers are meeting the social value commitments made in bids	It is important to proactively measure social value through a KPI, as there will not be another mechanism in the	To be based on the social value model, aligning with the social value theme and the model award criteria.

KPI Theme	What will be measured?	Why this will be measured?	How this will be measured (examples)?
		contract to do this.	

In the event that the *Client* considers that the *Consultant* is not meeting the level of performance required, the *Consultant* and the Service Manager will agree performance improvements for the *Consultant* to implement.

### S 825.3 *Consultant's* application for payment

#### S 825.3.1 *Invoicing*

The *Consultant* provides invoices with their application for payment. This includes details of the *service* provide during the *assessment interval* itemised individually for each Task Order and corresponding to the *Consultant's* application for payment.

#### S 825.3.2 *Payment*

The *Consultant* submits applications for payment before each *assessment date* as per Clause 50.3 to the *Service Manager*. The format of the payment for application will be discussed between the Service Manager and the *Consultant* at the Start Up Meeting.

The application for payment is in the form agreed with the Service Manager at the Start Up Meeting.

As a minimum includes an application will show

- Purchase Order number
- Task Order name and activities delivered
- Deliverables completed and accepted by the *Service Manager*
- Amount applied for
- Resources utilisation
- Defined Cost itemised per activity delivered during the *assessment interval*
- Price of Work Done to Date
- Forecasts of the total Defined Cost and *expenses* for the whole of the service

#### S 825.3.3 Records of expenses

*Expenses* are stated on the *Consultant's* application for payment and reimbursed by the *Client*. The *Consultant* submits invoices, receipts and any other supporting documentation for all expenses incurred with their application for payment.

## S 830 Work Location

The *Client's* offices are located across the UK. The *Consultant* primary work location will be their own offices. The *Consultant* identifies the regional office for each resource identified on the Suitably Qualified and Experienced Register. The *Consultant* travels to the *Client's* regional offices as required to Provide the Service. Task Orders identify the resources required to co-locate to a *Client's* regional office as part of the *Client's* delivery team.

The *Consultant* assigns to each Task resources whose regional office is that closest to the *Client's* regional office for which the Task is provided.

## **S 900 Working with the *Client* and Others**

The *Consultant* works collaboratively with the *Client* and Others to Provide the Service and demonstrates their team working skills and commitment to partnering and collaborative working.

### **S 905 Co-ordination and co-operation**

The *Consultant* works collaboratively with the *Client's* project delivery teams, in the spirit of mutual trust and co-operation, and uses their best endeavours to encourage collaboration in working with his supply chain and with Others.

The *Consultant* participates in interactive planning sessions held every two weeks following the Contract Date and uses a Common Data Environment (CDE) to enable collaborative working with the *Client's* project delivery team.

The interactive planning sessions are a collaborative tool used to aligned agenda and shared objectives, characterised by openness, communication, mutual respect and a focus on business outcomes.

#### **S 905.1 Team Work**

The *Consultant* creates the Programme Charter in consultation with the *Client*, Service Manager and Others and maintains this for the *service period*. The Programme Charter is reviewed and update on a yearly basis and captures the following information:

- Common purpose and goals;
- Clarification of roles; ● Lines of communication; and ● Team focus.

#### **S 905.2 Organisation Charts**

The *Consultant* provides and organisation charts within two weeks of the Contract Date. The organisational chart is reviewed and discussed at the Start-Up meeting. The *Consultant* updates the organisational chart incorporating the comments received at the start up meeting and submits it to the *Service Manager* for acceptance within two weeks. The *Client's* written agreement is obtained before any changes are decided or enacted upon for all those resources shown on the organisation charts.

The *Consultant* maintains and updates the organisational chart and appends it to the Suitably Qualifies and Experienced Register when this is updated as required in section S 205.1.1

#### **S 905.3 *Consultant's* team**

The *Consultant's* assigns to each Task Order the appropriate resources to deliver the Scope of work. The *Consultant's* administration and control team is identified in Part Two of each Task Order as *key persons*. This includes and is not limited to the following, unless otherwise agreed with the *Service Manager* or identified as not needed in Part 1 of a Task Order.



Role	Requirement
Project Manager,	The <i>Consultant</i> appoints a Project Manager as a single point of contract who is responsible for providing and maintaining administrative and project management services for each Task Order.
Commercial Manager	The <i>Consultant</i> appoints a Commercial Manager as a single point of contract who is responsible for administration of this contract and any Task Order.
Scheduler	The <i>Consultant</i> appoints a Scheduler as a single point of contract who is responsible for providing and maintaining the Plan and Programme for every Task Order.
Design Manager	The <i>Consultant</i> appoints a Design Manager as the point of contact for the delivery of design and interfaces for any Task Order with the <i>Client's</i> Design and Engineering Team.
Risk Manager	The <i>Consultant</i> appoints a Risk Manager as a single point of contract who is responsible for providing and maintaining the Early Warning Register and supporting the Commercial Manager.
Project Administrator, and	The <i>Consultant's</i> Project Manager appoints a Project Administrator to act as a point of contact with the <i>Client's</i> Project Administrator, and supports the <i>Client's</i> Project Administrator to ensure that all applicable policies and procedures are complied with
Information Manager	The <i>Consultant</i> appoints an Information Manager as a single point of contract who is responsible for coordinating and imputing information to the <i>Client's</i> CDE.

#### S 905.4 Design co-ordination

The overall coordination of any Project is the responsibility of the Project Management Partner. The *Consultant* is responsible for the overall coordination of their own design for each Project. The *Consultant* will co-ordinate with the Project Management Partner to ensure that all clashes within their design are resolved. The *Consultant* informs the *Service Manager* of any clashes that the *Consultant* may become aware of during their own independent review of the overall design.

Where required by the *Service Manager*, the *Consultant* works with Others to ensure that interfaces in the design are addressed, and all identified clashes between the *Consultant's* design and design produced by Others are resolved.

#### S 905.5 Interface Management

The *Client's* Team uses a Responsible, Accountable, Support, Consult and Inform (RASCI) Matrix to manage the interface and map the requirements of the members of the IDT within a Project.

The *Consultant* is consulted and informed of specific items within the scope of other members of the IDT and these are identified in the *Client's* RASCI Matrix. The *Consultant* provides the required level of consultation to allow other members to complete their scope of work and uses the information provided to them by other in Providing the Service.

### S 910 Requirements from Others

#### S 910.1 Programme Management Office (PMO) and Work Stream Office (WSO)

The *Client* has existing PMO and WSO support which have been put in place a suite of robust programme management reporting and controls across the programme. The *Consultant* will work with the PMO and WSO to adhere to these existing processes and provide timely, accurate and relevant input as required:

This suite of controls includes, but not limited to:

- Performance management of cost and schedule;
- Cost management;
- Schedule management;
- Issues management;
- Risk management;
- Change management;
- Contract and commercial management of the fit-out framework
- Reporting;
- Quality management; ● Document management.
- *Client* Side Health & Safety Advisor

### S 1000 Services and other things to be provided

S 1005 Services and other things provided by the *Consultant* for the use by the *Client*, *Service Manager* or Others

S 1010 Services and other things to be provided by the *Client*

The *Client* will provide the *Consultant* with the below services.

S 1010.1 Common Data Environment (CDE)

The *Client* provides the *Consultant* with access to and guidance documents on the use of CDE.

S 1010.2 Office Space

This includes the below:

- Accommodation including meeting rooms.
- Computer equipment and services.
- Utilities, e.g. water & power.

S 1015 Provision by Others S 1020 Approvals from Others

Stage Gate and Key Stage Approvals are approval to progress gateways at defined points of the project process. The *Consultant* seeks approvals from the required parties as required to Provide the Service and meet the Task Completion requirements in S735 Task Completion Definition. The *Consultant* coordinated with the *Client's* PMO team to ensure that all requirements of a Stage Gate approval are met and that approval can be obtained as stated in the *Consultant's* programme.

The following table illustrates approvals required from Others on at key stages:

Key Stages	Approval Required From
Regional Strategy	<ul style="list-style-type: none"><li>● GPA Portfolio Committee</li></ul>
Portfolio Strategy	<ul style="list-style-type: none"><li>● GPA Portfolio Committee</li></ul>
Strategic Outline Case	<ul style="list-style-type: none"><li>● GPA Portfolio Committee</li></ul>
Lease Agreement Document (LAD)	<ul style="list-style-type: none"><li>● Project Board,</li><li>● Construction &amp; Property Route to Market Steering Group,</li><li>● Programme Board,</li><li>● Cabinet Office National Spending Control</li><li>● GPA Investment Committee</li></ul>
Key Stages	Approval Required From

	<ul style="list-style-type: none"> <li>• GPA Board if &gt;£15m,</li> <li>• HM Treasury if &gt;10m (HM Treasury requires a clear 28 days for approval) • Signed by GPA CEO.</li> <li>• Agreement for Lease signed</li> </ul>
Stage Gate 0-7	As further defined in section S 1020.1

## S 1020.1 Stage Gate Approval Requirements

The following identifies the approvals needed from Others at each Stage Gate.

Stage Gates Approvals	Approval Required From
Stage Gate 0 Project Brief	<ul style="list-style-type: none"> <li>• GPA Portfolio Committee</li> </ul>
Stage Gate 1 Outline Business Case	<ul style="list-style-type: none"> <li>• Project Board,</li> <li>• Programme OBC Board</li> <li>• GPA Investment Committee</li> <li>• Shared with HM Treasury for information.</li> </ul>
Stage Gate 2 Agreement for Lease (AfL)	<ul style="list-style-type: none"> <li>• Project Board,</li> <li>• Programme Board,</li> <li>• GPA Investment Committee,</li> <li>• GPA Board if &gt;£15m,</li> <li>• Cabinet Office National Spending Control,</li> <li>• HM Treasury if &gt;£15m (HM Treasury requires a clear 28 days for approval)</li> <li>• LAD signed by GPA CEO</li> </ul>
Stage Gate 3 Full Business Case	<ul style="list-style-type: none"> <li>• Project Board,</li> <li>• Programme Board,</li> <li>• GPA Investment Committee,</li> <li>• GPA Board if &gt; £15m,</li> </ul>
Stage Gates Approvals	Approval Required From

	<ul style="list-style-type: none"> <li>● Cabinet Office National Spending Control</li> <li>● HM Treasury if &gt; £15m (HM Treasury requires a clear 28 days for approval)</li> </ul>
Stage Gate 4  Cat A Construction Contract Complete or Building Handover for refurbishment projects	<ul style="list-style-type: none"> <li>● Project Board,</li> <li>● Programme Board,</li> <li>● GPA Investment Committee</li> </ul>
Stage Gate 5  Cat B Fit Out Construction Contract Complete	<ul style="list-style-type: none"> <li>● Project Board,</li> <li>● Programme Board,</li> <li>● GPA Investment Committee, ● GPA Board.</li> </ul>
Stage Gate 6  Ready for Service	<ul style="list-style-type: none"> <li>● Project Board,</li> <li>● Programme Board.</li> </ul>
Stage Gate 7  Completion + Handover	<ul style="list-style-type: none"> <li>● Project Board, ● Programme Board, ● GPA Board.</li> </ul>

## S 1020.2 Stage Gate Approval Pack

The following table identified the document that need form part of each Stage Gate Approval Pack.

Stage Gates Approvals	Stage Gate Approval Pack
Stage Gate 0  Project Brief	<ol style="list-style-type: none"> <li>1. Project Execution Plan</li> <li>2. Project Plan</li> <li>3. Project site (PWA/VfP)</li> <li>4. Project Communication plan</li> <li>5. Project Brief approval</li> <li>6. Security - site visit and confirmation site issuitable for occupation</li> <li>7. Budget confirmation (seed money)</li> </ol>
Stage Gate 1	1. RFI

Stage Gates Approvals	Stage Gate Approval Pack
Outline Business Case	<ol style="list-style-type: none"> <li>2. RFP</li> <li>3. Short list options profile</li> <li>4. Project procurement strategy</li> <li>5. Project Spend profile</li> <li>6. Design Strategy</li> <li>7. Test fit status</li> <li>8. <i>Client</i> Commitment in Principle Status</li> <li>9. Security -               <ol style="list-style-type: none"> <li>a. Threat Assessment and Remedial +Analysis (TARA)</li> <li>b. Bomb Blast Assessment (BBA)</li> </ol> </li> <li>10.OBC</li> </ol>
Stage Gate 2  Agreement for Lease (AfL)	<ol style="list-style-type: none"> <li>1. Heads of Terms agreed,</li> <li>2. <i>Client</i> Formal Commitments in place,</li> <li>3. Lease Approvals Document</li> <li>4. National Property Controls Approval,</li> <li>5. HMT Approval and Budget to FBC.</li> <li>6. Cost Plan</li> <li>7. Security - Operating Requirements (Level 1)</li> <li>8. Feasibility Studies</li> <li>9. Agreement for Lease signed</li> </ol>

<p>Stage Gate 3</p> <p>Full Business Case</p>	<ol style="list-style-type: none"> <li>1. Decant Strategy</li> <li>2. Construction Planning</li> <li>3. pre-Occupation Survey (Leesman)</li> <li>4. Cat B RIBA 2 - Concept Design Proposal</li> <li>5. Cat B RIBA 3 - Developed Design Proposal</li> <li>6. Cat B RIBA 3 PCSA</li> <li>7. FM contract</li> </ol>
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Stage Gates Approvals	Stage Gate Approval Pack
	<ol style="list-style-type: none"> <li>8. Cat B RIBA 4 Technical Design Proposal</li> <li>9. Security Operating Requirements (Level 2)</li> <li>10.FBC</li> </ol>
<p>Stage Gate 4</p> <p>Cat A Construction Contract Complete or Building Handover for refurbishment projects</p>	<ol style="list-style-type: none"> <li>1. CAT A Practical Completion,</li> <li>2. CAT B contractor and FM provider on board,</li> <li>3. Utilities ready to commence,</li> <li>4. ICT plan in place,</li> <li>5. CAT C fit-out contract</li> <li>6. Soft Landings plan.</li> <li>7. Security - technical assurance for security assets procured and installed.</li> </ol>
<p>Stage Gate 5</p> <p>Cat B Fit Out Construction Contract Complete</p>	<ol style="list-style-type: none"> <li>1. ICT - AV layout plan</li> <li>2. WiFi heat map</li> <li>3. Building Manual provided</li> <li>4. CAT B Practical Completion,</li> <li>5. Soft Landings Plan in place</li> <li>6. Security - structured handover of security assets to GPA Workplace Services.</li> </ol>

Stage Gate 6 Ready for Service	<ol style="list-style-type: none"> <li>1. ICT testing sign off,</li> <li>2. CAT C complete</li> <li>3. Readiness for Service assessment</li> </ol>
Stage Gate 7 Completion + Handover	<ol style="list-style-type: none"> <li>1. Occupation complete,</li> <li>2. Project finances closed,</li> <li>3. Benefits management plans handed over and agreed with the business,</li> <li>4. All outstanding snagging complete</li> <li>5. Closure Report</li> </ol>

## S 1025 Information and other things provided by the *Consultant* at the end of the Service Period

For each building project the *Consultant* provides all records relating to delivery of the contracted provision and all Task Order deliverables for the six months preceding the end of the Service Period and any other item agreed between the Service Manager and *Consultant*. This includes

- Change management records for duration of the contract, including any open changes
- Task order register including records of all outstanding task orders and provide a clear summary for each deliverable as agreed with the *Client* project teams on a project-by-project basis, including assurances of delivery and date(s) of expected completion.
- Full and complete copies of records for the period from Exit Plan Start Date to Expiry or Termination Date, including all projects still open and in progress (in flight) at Expiry or Termination Date and ensure the records are shared as part of the transition.
- Operational procedures which have been developed by the parties for exclusive use in relation to the contracted provision, including but not limited to:
- Complaints procedure
- Monthly spend/project reporting
- Escalation procedure
- Up to date financial model showing full reconciliation of payments [and deductions] to date, as well as any outstanding payments and invoices due up to the end of the contract.



- Complete compliance documentation, including but not limited to all the outputs from the programme/projects.
- Records for Supplier's staff, for the duration of the contracted projects/programmes of works
- Skills/experience records for the duration of the contracted provision
- Supplier team structure and skill levels including numbers of personnel deployed in relation to each aspect of the provision and any changes;
- Details of all Subcontractors which were employed by the Supplier for the provision of the contracted project provision, including:
  - Name of sub-contractor (if applicable)
  - Contact details of sub-contractor (including address, email, telephone and contact names)
- Types of services provided to the Supplier
- Duration of the sub-contract
- All Health and Safety data, including
  - All Health and Safety Plans.
  - Building based risk Assessments (e.g. Water and Fire)
  - All Asbestos data (in buildings where asbestos management is specified)
  - The data on accidents, near misses and other H&S incidents
  - All risk assessments relating to client staff and accommodation
  - All Sustainability data, including
  - All data gathered for the Government Greening commitment(s)
  - Metering and monitoring records.
- Energy performance certificates.
- TUPE data for transferring Supplier's personnel.
- All other relevant documents applicable to the building management of the site.

## **S 1100 Health and safety requirements**

### **S 1105 Health and Safety Requirements**

The *Consultant*, and its Subcontractors, Provide the Service in compliance with the *Client's* Health and Safety requirements and any Statutory requirements in force at the time.

### **S 1110 Statutory Requirements**

The *Consultant* requirements under CDM will differ based on the procurement route of the Identified Project. Where the *Consultant* is the lead designer under a Task, the *Consultant* is the Principle Designer as follows:

- For Design & Build Projects during RIBA 1-3
- For Traditional Procurement Projects during all RIBA Stages

### **S 1115 Inspections**

The *Client* does not expect to audit the *Consultant's* health and safety procedures.

If it becomes necessary to review or audit the *Consultant* health and safety procedures the *Service Manager* will notify the *Consultant* two weeks of such review or audit. The *Consultant* complies with such request, and makes all records and documents available as practicably necessary to facilitate the review or audit.

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## **S 1200 Subcontracting**

### **S 1205 Restrictions or requirements for subcontracting**

Any additional restrictions or requirements placed on the *Consultant's* ability to subcontract work will be notified *Service Manager* to the *Consultant* after the Contract Date.

### **S 1210 Acceptance procedure**

No additional requirements.

## **S 1300 Acceptance or procurement procedure**

### **S 1305 Procurement procedures**

The *Service Manger* notifies the *Consultant* of any procurement procedure that applies to the *service* after the Contract Date.

### **S 1310 Submission and acceptance procedures**

The *Service Manger* notifies the *Consultant* of any submission and acceptance procedure that applies to the *service* after the Contract Date.

## **S 1400 Other requirements of the conditions of contract**

### **S 1405 *Client* use of the material**

The *Client* has the right to use any material produced in fulfilment of the service for:

- The construction activity for any part of the *Client's* estate;
- Application for Funding as needed to complete the Scope;
- In fulfilment of any planning application required to complete the Scope; ● Any other use the *Client* requires in the future.

The *Consultant's* design will be used for:

- the co-ordination of the overall scheme.
- the fabrication / manufacture / installation / construction of the facilities structure, by the Construction Contractor,
- obtaining planning permission,
- engagement / meetings with building control to demonstrate the design meetings building regulations,
- information sharing with the *Clients*, stakeholders, and Governmental Authorities, and
- will be retained by the *Client* for building records.

### **S 1410 *Consultant* use of the material**

The material produced under these *conditions of contract* are confidential in nature, and as such the *Consultant* is not allowed, unless approved by the *Service Manager*, to replicate disclose or

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otherwise use for any other purpose the materials produced in providing this Scope. The *Consultant* complies with their disclosure provisions in clause Z13.

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## **S 1500 Accounts and records**

### **S 1505 Additional records**

The *Consultant* keeps and maintains for the *period of retention* stated in the Contract Data full and accurate records and accounts of the operation of this contract including the *services* provided under it, any Subcontracts and the amounts paid by the *Client*.

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## **S 1600 Undertakings to the Client or Others**

### **S 1605 Undertakings to Others**

The form of undertakings to Others is attached in Appendix 6.

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## **S 1700 Ultimate holding company guarantee**

The form of Ultimate Holding Company Guarantee is attached in Appendix 7.



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## **S 1800 Transfer of rights**

S 1805 Exceptions to the *Client's* rights over material prepared for the service

Not applicable

S 1810 Other rights to be obtained by the *Consultant*

Not applicable

## S 1900 Information modelling

### S 1905 Information Model Requirements

The Information Modelling Requirements are found in the following documents:

File Name	Description
B2IM-FNG-XX-XX-SP-IM-000001	B2IM Exchange Information Requirements
B2IM-FNG-XX-XX-SP-IM-000002	B2IM Asset Information Requirement
B2IM-FNG-XX-XX-SP-IM-000003	B2IM Asset Delivery Requirements
B2IM-FNG-XX-XX-SP-IM-000004	B2IM Information Container Naming Conventions
B2IM-FNG-XX-XX-SP-IM-000005	B2IM Information Delivery Plan
B2IM-FNG-XX-XX-SP-IM-000006	B2IM BEP
B2IM-FNG-XX-XX-SP-IM-000007	B2IM High Level Responsibility Matrix
B2IM-FNG-XX-XX-SP-IM-000008	B2IM Information Protocol
B2IM-FNG-XX-XX-SP-IM-000009	Security Management Plan

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## S 2000 Performance bond

The form of Performance Bond is attached in Appendix 8.

Appendix 1 - Task Order Template

PART ONE – data provided by the *Client*

1 General

The Project is

The Task is

The type of project is

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The location of the project is

The *Service Manager* delegates their responsibility for this Task to:

Name

Address for  
Communication

Address for  
Electronic  
Communication

The *Client's* discipline leads applicable to this Task Order are:

Discipline	Name	Address for Communication
------------	------	------------------------------

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Director Capital Projects		
Programme Director		
Project Director		
Stakeholder & Approvals Manager		
Construction Contractor		
PMO		
Design & Engineering		
IT Tech & Data		
Commercial and Procurement		
<i>Client</i> Solutions		
Property		
Finance Workplace Services FM		

The Scope applicable to this Task Order is:

Roles as defined in 205.2 of the Scope	Required (Yes/No)
CDM Manager	
Compliance and Handover Manager	
Physical Security Engineer	
Fire Engineering Manager	
Physical Security Engineer	

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Sustainability Manager		
(Including Sustainability requirements)		
Workplace Design Manager		
Workplace Designer		
Senior Fire Safety Officer		
BIM Manager		
MEP Manager		
Fire Clerks of Work		
Government Soft Landing Champion		
Clerk Of Works		

The Additional Scope to be included is:

Scope	Applicable (Yes/No)	<i>key date</i> for completion
Agreement for Lease		
High Security		
Heritage		
Development Manager		

The Additional Constraints to be included are:	<div></div> <div></div>
The Additional Documents to be included are:	<div></div>
The following individuals within the <i>Consultant's</i> team are required to co-locate with the <i>Client's</i> delivery team:	<div></div>

2 The <i>Consultant's</i> main responsibilities	Task share range	<i>Consultant's</i> share percentage
	less than <div></div> %	<div></div> %
	From <div></div> % to <div></div> %	<div></div> %
	<div></div>	<div></div>

The *Consultant* prepares forecasts of the Defined Cost for the Task Order at intervals no longer than

3 Time

The Task Start Date is

The Task Completion Date is

The *Consultant* submits revised programmes at interval no longer than

The delay damages applicable to this Task Order are

4 Payment

The *Consultant's share percentage* and the Task *share ranges* are

From  % to  %  %

Greater than  %  %

5 Compensation Events

The additional compensation events applicable to this Task Order are:



6 Liabilities

These are additional  
*Client's* liabilities  
applicable to this Task  
Order are:

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PART TWO – data provided by the *Consultant*

## 1 General

The key persons for this Task Order are:

Name (1)

Job

Responsibility

Qualifications

Experience

Name (2)

Job

Responsibility

Qualifications

Experience

Name (3)

Job

Responsibility

Qualifications

Experience

Name (4)

Job

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Responsibility	<div></div>
Qualifications	<div></div>
Experience	<div></div>
Name (4)	<div></div>
Job	<div></div>
Responsibility	<div></div>
Qualifications	<div></div>
Experience	<div></div>

2 Time

The Task Order programme is PSC Scope - Specialist Services

3 Price

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The Task price list is:	<div></div>
The Price for the Task is:	<div></div>

Appendix 2 – Strategic Partner Charter

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## **Appendix 3 – End to End Processes**

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## **Appendix 4 - Gateway Process Capital Projects Handbook**

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## **Appendix 5 - PMO Handbook**



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## **Appendix 6 – Form of Undertaking to Others**

## Consultant Collateral Warranty

DATED \_\_\_\_\_ 20[ ]

[INSERT FULL NAME OF CONSULTANT]

and

[INSERT FULL NAME OF BENEFICIARY]

and

The Government Property Agency

### Consultant's Collateral Warranty Agreement

Relating to [insert description of Task]

**THIS DEED** is made on \_\_\_\_\_

**BETWEEN** the following parties whose names, addresses and legal identities are set out in the Appendix to this Deed:

- (1) **CONSULTANT**; and
- (2) **BENEFICIARY**

### BACKGROUND

- (A) By the Task Order, the Employer appointed the Consultant to perform the Services in connection with the Task at or in relation to the Site all as described in the Appendix.
- (B) The Consultant has agreed to enter into this Deed for the benefit of the Beneficiary.

(C) The Beneficiary's interest in the Task Order or the Site is described in the Appendix.

In consideration of the payment of one pound (£1) by the Beneficiary to the Consultant (receipt of which the Consultant hereby acknowledges).

**IT IS HEREBY AGREED** as follows:

## **1 DEFINITIONS AND INTERPRETATION**

- 1.1 In this Deed, unless the context otherwise requires, the words or expressions that begin with capital letters shall have the precise meanings as set out in the Appendix and, in addition, the notes and descriptions set out in the Appendix shall apply to this Deed. Words or expressions that begin with capital letters which are used but undefined in this Deed shall have the same meanings as that defined in the Task Order.
- 1.2 In this Deed, unless the context otherwise requires:
  - 1.2.1 clause headings are inserted for convenience only and shall not affect the construction of this Deed;
  - 1.2.2 references to a paragraph or clause or Schedule or Appendix are references to a paragraph or clause or Schedule or Appendix in or to or of this Deed;
  - 1.2.3 references to includes and including shall be construed without limitation;
  - 1.2.4 any term importing gender shall include any gender and references to persons shall, where the context so requires, include individuals, bodies corporate, unincorporated associations, partnerships, a firm or any entity having legal capacity; and
  - 1.2.5 a reference to a party or the parties is a reference to a party or the parties to this Deed and references to a party shall include its successors in title and permitted assigns.
- 1.3 Where a party comprises two or more persons;
  - 1.3.1 any obligations on the part of that party contained or implied in this Deed are deemed to be joint and several obligations on the part of those persons; and
  - 1.3.2 references to that party include references to each and any of those persons.

## **2 WARRANTY**

- 2.1 The Consultant warrants and undertakes to the Beneficiary that it has carried out and completed or will carry out and complete the duties and obligations on its part to be performed under and in connection with the Task Order with all due diligence in accordance with and subject to the terms of the Task Order.
- 2.2 Without derogation from clause 2.1, the Consultant warrants that in performing the Services it has exercised and will continue to exercise the reasonable skill, care and diligence to be expected of a professional consultant of the relevant discipline specified in the Appendix having experience of projects of a similar nature, size and complexity to the Task.

- 2.3 The Consultant warrants that it has exercised and will continue to exercise the standard of care required by clause 2.2 above, to see that it has not (to the extent that the Consultant is required to do so when performing the Consultant's Services) specified, approved or authorised for use any materials which by their nature or application contravene any British Standard or Code of Practice current at the date of specification or which at the time of specification, approval or authorisation are generally known by members of the construction industry to be deleterious to health and safety or to the durability of buildings and/or structures and/or finishes and/or plant and machinery in the particular circumstances in which they are specified, approved or authorised for use or which are not in accordance with the guidelines contained in the edition of the publication 'Good Practice in the Selection of Construction Materials' published by the British Council of Offices and the BRE Digest current at the date of specification, approval, authorisation for use or use.
- 2.4 The Consultant agrees that it owes a duty of care to the Beneficiary and acknowledges that the Beneficiary shall have relied upon and shall continue to rely on the proper performance by the Consultant of the Consultant's obligations and duties under the Task Order.
- 2.5 The Consultant shall owe no duty, obligation or liability to the Beneficiary which is greater or of longer duration than it would owe to the Beneficiary if the Beneficiary had been named as joint client with the Employer under the Task Order and the Consultant shall be entitled in any action or proceedings by the Beneficiary to rely on any term in the Task Order and to raise the equivalent rights in defence of liability as it would have against the Beneficiary under the Task Order had the Beneficiary been named as joint client with the Employer under the Task Order BUT DISREGARDING FOR THE PURPOSES OF THIS DEED any right of set-off or counterclaim that the Consultant has or may have under the Task Order.

### 3 PROFESSIONAL INDEMNITY INSURANCE

- 3.1 The Consultant shall for as long as the Consultant is liable under this Deed maintain a policy of professional indemnity insurance (so long as such insurance is generally available in the market at commercially reasonable rates and on reasonable terms) with a reputable insurer or underwriter of the type and with a limit of indemnity of not less than the amount and of the type specified in the Appendix or if no amount and type is specified then with a limit of indemnity of not less than **[insert details] [for each and every claim or series of claims arising out of any one event]** in any one period of insurance.
- 3.2 Within five (5) Working Days' of receiving a request to do so, the Consultant agrees to provide the Beneficiary with evidence (such as a copy of a letter from its insurance brokers or an insurance verification certificate) that such policy of insurance is being maintained and is in force and the premium for the current period of insurance has been paid.

### 4 ASSIGNMENT

- 4.1 The Beneficiary may assign the benefit of this Deed:
- 4.1.1 on two occasions to any person with an interest in the Task or the Site or any part of them; and

4.1.2 without counting as an assignment under clause 4.1.1:

- (a) by way of security to a person providing finance in connection with the Task or the Site or any part of them (including but not limited to any reassignment on redemption of security); or
- (b) to and from subsidiary or other associated companies within the same group of companies as the Beneficiary so long as that assignee company remains within the same group of companies as the Beneficiary.

4.2 The Consultant shall not be entitled to contend that any person to whom this Deed is assigned in accordance with this clause is precluded from recovering under this Deed any loss incurred by such assignee resulting from any breach of this Deed (whenever happening), by reason that such person is an assignee and not a named promisee under this Deed or by reason that the Beneficiary or any intermediate beneficiary escaped any loss by reason of the disposal of any interest in the Task or that the Beneficiary or any intermediate beneficiary has not suffered any or as much or a different loss as such assignee.

## 5 COPYRIGHT

- 5.1 The Consultant, the Consultant hereby grants to the Beneficiary an irrevocable, royalty-free, non-exclusive licence to use and reproduce the Copyright Material for any and all purposes relating to the Task and such other purposes as may be reasonably foreseeable. This licence shall include the right to grant sub-licences in the terms of this licence and shall be transferable to third parties without the Consultant's consent. To the extent that the Consultant does not have ownership of the copyright in the Copyright Material the Consultant shall procure from the copyright owner a licence with full title guarantee to the Beneficiary in respect of the Copyright Material in the same terms as set out in this clause.
- 5.2 The Consultant shall not be liable for any use by the Beneficiary or its appointees of any of the Copyright Material for any purpose other than that for which the Copyright Material was prepared and provided by the Consultant or as may be reasonably foreseeable.
- 5.3 The Consultant agrees that the Consultant has not and will not produce, specify or employ any Copyright Material in breach of any copyright, patent or other right of any third party and the Consultant agrees to be liable to the Beneficiary for any and all claims, demands, costs, losses and expenses which the Beneficiary suffers or incurs in connection with such breach.
- 5.4 Provided the Beneficiary agrees to pay the Consultant's reasonable copying charges, the Consultant will at any time provide to the Beneficiary on the Beneficiary's request with copies (in hard copy, CAD format, electronic format and such other format as the Beneficiary may reasonably require) of the Copyright Material and any other information, correspondence and documentation the Consultant has prepared in connection with the Task and the Consultant agrees not to exercise any lien for any reason which the Consultant might otherwise be entitled to exercise over the Copyright Material.
- 5.5 The Consultant hereby waives and agrees not to assert any moral rights in the Copyright Material granted pursuant to the Copyright Designs and Patents Act 1988.

## **6 EXTRANEOUS RIGHTS**

- 6.1 This Deed shall not negate nor diminish any duty or liability otherwise owed by the Consultant to the Beneficiary.
- 6.2 No approval or inspection of the Task or of any designs or specifications nor any testing of any work or materials by or on behalf of the Beneficiary and no omission to inspect or test shall negate or diminish any duty or liability of the Consultant arising under this Deed.
- 6.3 The rights and benefits conferred upon the Beneficiary by this Deed are in addition to any other rights and remedies the Beneficiary may have against the Consultant including without prejudice to the generality of the foregoing any remedies for negligence.

## **7 LIMITATION PERIOD**

- 7.1 The statutory period of limitation in respect of the Consultant's liability under this Deed pursuant to the Limitation Act 1980 (as may be amended) shall not apply and the contractual limitation period shall extend until the expiration of twelve (12) years after the date of practical completion of the Task.

## **8 NOTICES**

- 8.1 Any notice to be given under or in connection with this Deed shall be sent to the relevant party's Contact Details. Any notice not given or sent to the relevant party's Contact Details shall be of no effect.
- 8.2 Subject to clause 8.3, in the absence of evidence of earlier receipt a notice is deemed to be received:
  - 8.2.1 if delivered personally when left at the address referred to in the relevant party's Contact Details;
  - 8.2.2 if sent by post two (2) Working Days after posting it.
- 8.3 In the case of a notice given pursuant to this clause 8 where this occurs:
  - 8.3.1 after five (5) p.m. on a Working Day; and/or
  - 8.3.2 on a day which is not a Working Day

THEN the date of service shall be deemed to be the next Working Day.

## **9 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

- 9.1 Except as expressly set out in this Deed, nothing in this Deed shall confer any right pursuant to the Contracts (Rights of Third Parties) Act 1999 on any person who is not a party to it.

## **10 COUNTERPARTS**

10.1 This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Deed, but all the counterparts shall together constitute the same Deed. No counterpart shall be effective until each party has executed at least one counterpart.

10.2 Transmission of the executed signature page of a counterpart of this Deed by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Deed. If this method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

## 11 NOT USED

## 12 GOVERNING LAW AND JURISDICTION

12.1 This Deed shall be governed and construed in accordance with English law and the English courts shall have exclusive jurisdiction (except for the purposes of enforcement of an English court judgment or order in another jurisdiction) with regard to all matters arising from it.

## 13 FURTHER WARRANTIES

13.1 If it states in the Appendix that this clause 13 is to apply, then the provisions of clause 13 shall apply to this Deed. If it states in the Appendix that clause 13 does not apply, then this clause 13 shall be of no effect.

13.2 Not later than twenty-eight (28) days after receiving a written request from the Beneficiary to do so, the Consultant shall execute and deliver to the Beneficiary a deed or deeds of collateral warranty in favour of any third party or third parties nominated by the Beneficiary in the terms of this Deed, mutatis mutandis (and with the relevant contract particulars completed in the Appendix) but excluding this clause 13 and PROVIDED ALWAYS that the Consultant shall not be required to execute and deliver more than the number of deeds of collateral warranty specified in the Appendix pursuant to this clause.

**IN WITNESS** the parties hereto have executed this document as a deed and delivered it on the date written above.

**[Note: insert execution blocks prior to engrossment of separate collateral warranties]  
APPENDIX TO THE CONSULTANT'S COLLATERAL WARRANTY**

Clause/ref	Item	Meaning
Parties	Full name of Consultant	<b>[insert full name of Consultant] (company no. [insert company number or number of LLP])(Registered Office – [insert registered office address])OR [insert full names of ALL the partners]carrying on business together in partnership under the name of [insert full trading name of partnership] whose principal place of business is at [insert principal office address]</b>

Parties	Full name of Beneficiary	<b>[insert beneficiary details]</b>
Recitals	Employer	<b>The Government Property Agency</b> (on behalf of the Minister for the Cabinet Office on behalf of the Crown represented by the Government Property Agency) of 23 Stephenson Street (9th floor) Birmingham, B2 4BH
Recitals	Services	The services the Consultant agreed to perform under the Task Order.
Recitals	Site	<b>[insert description of building/location]</b>
Recitals	Task	<b>[insert a description of the Task]</b>
Recitals	Description of the Beneficiary's interest in the Task or the Site	<b>[insert brief description of the Beneficiary's interest in the Task].</b>
Recitals	Task Order	A contract between the Employer and the <b>[insert date]</b> Consultant dated by which the Consultant was appointed to provide services as <b>[insert discipline]</b> , together with any variation or modification to it.
2.2	Consultant Discipline	<b>[insert discipline]</b>
5	Copyright Material	Any and all documents and information (whether in hard copy, digital or electronic format and whether in existence as at the date of this Deed or yet to be created) including but not limited to reports, drawings, plans, surveys, specifications, minutes and calculations produced or prepared by the Consultant or on its behalf in connection with the Task or the Site or as part of the Services.
3.1	Professional Indemnity Insurance	<b>Redacted under the FIOA Section 43, Commercial Interests</b>
8	Contact Details	<b>Beneficiary:</b>  Address: <b>[insert address]</b>  FAO: <b>[insert name/job title]</b>



Clause/ref	Item	Meaning
		<b>Consultant:</b> Address: [insert address] FAO: [insert name/job title]
		<b>Employer:</b> Address: [insert address] FAO: [insert name/job title]
	Working Day	Any weekday which is not a Bank Holiday, National Construction Industry Holiday or other National Public Holiday.
13.1	Further warranties	[applies/does not apply]
13.2	Maximum number of warranties	[insert number]

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## **Appendix 7 – Form of Ultimate Holding Company Guarantee**

DATED \_\_\_\_\_ 20[ ]

**[INSERT FULL NAME OF CONSULTANT]**

and

**THE GOVERNMENT PROPERTY AGENCY**

**PARENT COMPANY GUARANTEE OF CONSULTANT'S OBLIGATIONS**

Relating to **[insert description of Task]**



**THIS DEED OF GUARANTEE** is made on \_\_\_\_\_ 20[ ]

**BETWEEN** the following parties whose names, addresses and legal identities are set out in the Appendix to this deed of Guarantee:

- (1) **GUARANTOR**; and
- (2) **EMPLOYER**

## **BACKGROUND**

- (A) By the Task Order, the Employer appointed the Consultant, to carry out and complete the Task Order at the Site all as described in the Appendix.
- (B) The Guarantor (being the parent company of the Consultant) has agreed to guarantee the due performance by the Consultant of its duties and obligations under the Task Order.

In consideration of the payment of ten pounds (£10) by the Employer to the Guarantor (receipt of which the Guarantor hereby acknowledges).

**IT IS HEREBY AGREED** as follows:

## **1 DEFINITIONS AND INTERPRETATIONS**

- 1.1 In this deed, unless the context otherwise requires, the words or expressions that begin with capital letters shall have the precise meanings as set out in the Appendix and, in addition, the notes and descriptions set out in the Appendix shall apply to this deed. Words or expressions that begin with capital letters which are undefined in this deed shall have the same meanings as that defined in the Task Order.
- 1.2 In this deed, unless the context otherwise requires:
  - 1.2.1 clause headings are inserted for convenience only and shall not affect the construction of this deed;
  - 1.2.2 references to a paragraph or clause or Schedule or Appendix are references to a paragraph or clause or Schedule or Appendix in or to or of this deed;
  - 1.2.3 references to includes and including shall be construed without limitation;
  - 1.2.4 any term importing gender shall include any gender and references to persons shall, where the context so requires, include individuals, bodies corporate, unincorporated associations, partnerships, a firm or any entity having legal capacity;
  - 1.2.5 a reference to a party or the parties is a reference to a party or the parties to this deed and references to a party shall include its successors in title and permitted assigns;
  - 1.2.6 a reference to any agreement or document howsoever characterised shall (unless expressly provided otherwise in this deed) be construed as a reference to that

agreement or document as the same may be or may have been amended, supplemented, restated, novated and/or replaced from time to time in each case as permitted by the relevant agreement;

- 1.2.7 a reference to any enactment shall be deemed to include references to such enactment as re-enacted, amended or extended for the time being;
- 1.2.8 a reference to an asset includes any present and future asset, revenue, property or right and includes uncalled capital.
- 1.3 Where a party comprises two or more persons:
  - 1.3.1 any obligations on the part of that party contained or implied in this deed are deemed to be joint and several obligations on the part of those persons; and
  - 1.3.2 references to that party include references to each and any of those persons.
- 1.4 Each undertaking of the Guarantor contained in this deed must be complied with at all times during the security period and if given by the Guarantor for the benefit of the Employer.

## **2 GUARANTEE**

- 2.1 The Guarantor guarantees the due and punctual performance by the Consultant of the Consultant's duties and obligations to the Employer under the Task Order.
- 2.2 If the Consultant fails to observe or perform any of its duties or obligations to the Employer under the Task Order, or if the Consultant fails to pay any sum, loss, debt, damage, interest, cost or expense due from the Consultant to the Employer under or in connection with the Task Order, the Guarantor shall be liable to the Employer for all loss, debt, damage, interest, cost and expense incurred by the Employer by reason of such failure or non-payment and shall pay to the Employer, subject to any deduction or set-off to which the Consultant would be entitled, the amount of that loss, debt, damage, interest, cost and expense.
- 2.3 If the Consultant suffers an insolvency event or if the Employer terminates the Consultant's employment under the Task Order, the Guarantor shall be liable to the Employer for all such loss, debt, damage, interest, cost and expense incurred by the Employer by reason of such termination and for which the Consultant would have been responsible in accordance with the Contract subject to any deduction or set-off against the amount of that loss, debt, damage, interest, cost and expense that the Consultant would have been entitled to claim in accordance with the Contract.
- 2.4 In the event that the Guarantor does not perform or procure the performance of its obligations under this deed, the Employer shall have the right at its sole option to engage another Consultant other than the Guarantor or any nominee of it to complete the Task Order and the Guarantor undertakes to pay any reasonable and fully mitigated and substantiated additional costs thereby incurred by the Employer.
- 2.5 The Employer shall not be obliged before enforcing this guarantee to enforce any other security held by it in respect of the obligations of the Consultant under the Task Order.

## **3 AMENDMENTS TO THE TASK ORDER**

- 3.1 The Task Order may be modified, amended or supplemented in any way without the Guarantor's consent. The Guarantor's liability under this deed (which includes the Consultant's duties,

obligations and liabilities under the Task Order as modified, amended or supplemented) shall not be affected (save to the extent that the same affects the liability of the Consultant under the Task Order) by:

3.1.1 any such modification, amendment or supplement; or

3.1.2 any invalidity, avoidance or termination of the Task Order; or

3.1.3 any waiver, concession, allowance of time, compromise or forbearance given to, or made with, the Consultant. The terms of this deed shall apply to the terms of any such compromise as they apply to the Task Order.

#### **4 EMPLOYER DOES NOT HAVE TO PURSUE CONSULTANT**

4.1 Following any breach of the terms of the Task Order by the Building Consultant, the Employer does not have to pursue any remedy against the Consultant before proceeding against the Guarantor under this deed.

4.2 If the Employer brings any proceedings against the Consultant in respect of its obligations under the Task Order, and provided that the Employer has given notice to the Guarantor of the proposed proceedings and allowed the Guarantor the opportunity to be joined in the same, the Guarantor will be bound by any findings of fact, interim or final award or judgement made by the court in such proceedings save that the Employer shall not be liable to the Guarantor for its costs incurred by such election.

#### **5 INSOLVENCY OF CONSULTANT**

5.1 Without affecting clause 2.3, if the Consultant suffers an insolvency event that shall not affect or reduce the Guarantor's liability under this deed.

#### **6 PRIORITY OF CLAIMS AGAINST THE CONSULTANT**

6.1 As long as any liability incurred by the Consultant to the Employer guaranteed under this deed remains unsatisfied, the Guarantor shall not, in respect of any payment made or liability arising under this deed, effect (or try to effect) any recovery from the Consultant, whether by receipt of money, set-off, proof of debt, enforcement of security or otherwise.

#### **7 LIMIT OF LIABILITY**

7.1 Without affecting clause 2.3 and clause 5.1, the Employer may not recover any more under this deed in respect of any matter than the Employer would be entitled to recover from the Consultant in respect of that matter, net of any set-off. The Guarantor will be entitled in any proceedings brought by the Employer under this deed to take advantage of any defences which would be available to the Consultant in any proceedings brought by the Employer under the Task Order. The Guarantor shall be released and discharged from its obligations under the guarantee when the Consultant's obligations and liabilities cease under the Task Order.

#### **8 ASSIGNMENT**

8.1 The Employer may with the consent of the Guarantor (which shall not be unreasonably withheld or delayed) assign or charge the benefit of this deed to any third party to whom the Task Order may be assigned. Such assignment or charge shall not release the Guarantor from liability under this deed. The Employer shall notify the Guarantor in writing of any assignment.

- 8.2 The Guarantor and the Consultant may not assign or charge the benefit of this deed without the Employer's written consent.
- 8.3 The Guarantor shall not contend that any person to whom the benefit of this deed is assigned under clause 8.1 may not recover any sum under this deed because that person is an assignee and not a named party to this deed.

## **9 SINGLE AND PARTIAL EXERCISE**

- 9.1 No single and partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other such right power or privilege by the Employer.

## **10 SERVICE OF NOTICE**

- 10.1 Any notice to be given under or in connection with this deed shall be sent to the relevant party's Contact Details. Any notice not given or sent to the relevant party's Contact Details shall be of no effect.

- 10.2 Subject to clause 10.3, in the absence of evidence of earlier receipt a notice is deemed to be received:

10.2.1 if delivered personally when left at the address referred to in the relevant party's Contact Details;

10.2.2 if sent by post two (2) Working Days after posting it; and

- 10.3 In the case of a notice given pursuant to this clause 10 where this occurs:

10.3.1 after five (5) p.m. on a Working Day; and/or

10.3.2 on a day which is not a Working Day

THEN the date of service shall be deemed to be the next Working Day.

## **11 WARRANTIES**

- 11.1 The Guarantor warrants and confirms to the Employer that:

11.1.1 it is a private limited company duly incorporated and validly existing under the laws England and Wales;

11.1.2 it has the power to enter into this deed and to perform the obligations expressed to be assumed by it or contemplated by this deed;

11.1.3 it has been duly authorised to enter into this deed;

11.1.4 it has taken all necessary corporate action to authorise the execution, delivery and performance of this deed;

11.1.5 any obligations expressed to be assumed by it in this deed are legal and valid obligations binding on it and enforceable in accordance with the terms thereof (subject to general principles or equity and to bankruptcy and insolvency laws of general application);



- 11.1.6 it has not received any notice, nor to the best of its knowledge is there pending or threatened any notice of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which may have a material effect on its ability to perform under this deed;
- 11.1.7 the execution of this deed does not contravene any charge, mortgage, lease, loan, facility or other agreement nor does it contravene any of the provisions of its own constitution; and
- 11.1.8 its payment obligations under this deed rank at least pari passu with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.
- 11.2 The Guarantor warrants and confirms to the Employer that it has not entered into this deed by any representation, warranty or undertaking made by or on behalf of the Employer (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this deed.
- 12 **LIMITATION PERIOD**
- 12.1 The statutory period of limitation in respect of the Guarantor's liability under this Deed pursuant to the Limitation Act 1980 (as may be amended) shall not apply and the limitation period shall extend until the expiration of twelve (12) years after the date of practical completion of the Works.
- 13 **SEVERABILITY**
- 13.1 If any term or condition of this deed is for any reason held to be illegal invalid ineffective inoperable or otherwise unenforceable by law it shall be severed and deemed to be deleted from this deed and the validity and enforceability of the remainder of this deed shall not be affected or impaired in any way and shall remain in full force and effect. If any provision of this deed is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted or modified, the provision in question shall apply with such modification as may be necessary to make it valid.
- 14 **WAIVER**
- 14.1 The rights of the Employer under this deed may be waived only in writing and specifically, and any delay in exercising or non-exercise of any right is not a waiver of that right.
- 15 **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**
- 15.1 Except as expressly set out in this deed, nothing in this deed shall confer any right pursuant to the Contracts (Rights of Third Parties) Act 1999 on any person who is not a party to it.
- 16 **COUNTERPARTS**
- 16.1 This deed may be executed in any number of counterparts each of which when executed and delivered shall constitute an original of this deed but all the counterparts shall together constitute the same deed. No counterpart shall be effective until each party has executed at least one counterpart.
- 17 **GOVERNING LAW AND JURISDICTION**

17.1 This deed shall be governed and construed in accordance with English law and the English courts shall have exclusive jurisdiction (except for the purposes of enforcement of an English court judgment or order in another jurisdiction) with regard to all matters arising from it.

**IN WITNESS** the parties hereto have executed this document as a deed and delivered it on the date written above.

**[INSERT EXECUTION BLOCKS]**

## APPENDIX

**“Task Order”** means the Task Order the Employer has used to appoint the Consultant to carry out the Works.

**“Consultant”** means [insert full name of Consultant] (company no. [insert company number or number of LLP])(Registered Office –[insert registered office address])OR [insert full names of ALL the partners]carrying on business together in partnership under the name of [insert full trading name of partnership] whose principal place of business is at [insert principal office address]

**“Employer”** means The Government Property Agency (on behalf of the Minister for the Cabinet Office on behalf of the Crown represented by the Government Property Agency) of 23 Stephenson Street (9th floor) Birmingham, B2 4BH.

**“Guarantor”** [insert Guarantor details]

**“Site”** means [insert description of Site/location of Task]

**“Task”** means [insert description of Task]

PSC Scope - Specialist Services

Contract Ref: CCBO22A03

## **Appendix 8 – Form of Performance Bond**

## ABI model form of bond (as amended)

in relation to [insert description of Task] dated

[ ]

The Guarantee Bond is made as a deed between the following parties whose names and registered office addresses are set out in Schedule to this Bond (the “**Schedule**”)

- (1) The **Consultant** as principal
- (2) The **Guarantor** as guarantor, and
- (3) The **Employer**

### Introduction

- (A) By an agreement (the “**Task Order**”) entered into or to be entered into between the Employer and the Consultant particulars of which are set out in the Schedule, the Consultant has agreed with the Employer to provide the services as more particularly set out in the task (the “**Task**”) upon and subject to the terms and conditions therein set out
- (B) The Guarantor has agreed with the Employer at the request of the Consultant to guarantee the performance of the obligations of the Consultant under the Task Order upon the terms and conditions of this Guarantee Bond subject to the limitation set out in clause 2
- (C) In this Guarantee Bond, unless the context otherwise requires, the words or expressions that begin with capital letters shall have the precise meanings as set out in the Schedule and, in addition, the notes and descriptions set out in the Schedule shall apply to this deed. Words or expressions that begin with capital letters which are undefined in this deed shall have the same meanings as that defined in the Task Order.

### Now this deed witnesses as follows:

- 1 The Guarantor guarantees to the Employer that in the event of a breach of the Task Order by the Consultant and/or on the occurrence of an Insolvency Event the Guarantor shall subject to the provisions of this Guarantee Bond satisfy and discharge the damages sustained by the Employer either as agreed between the Consultant and the Employer or as agreed in accordance with clause 10 or as established and ascertained pursuant to and in accordance with the provisions of or by reference to the Task Order and taking into account all sums due or to become due to the Consultant.
- 2 The maximum aggregate liability of the Guarantor and the Consultant under this Guarantee Bond shall not exceed the sum set out in the Schedule (the “**Bond Amount**”) but subject to such limitation and to clause 4 the liability of the Guarantor shall be as primary obligor.
- 3 The Guarantor shall not be discharged or released by any alteration of any of the terms conditions and provisions of the Task Order or in the extent or nature of the Task and no allowance of time by the Employer under or in respect of the Task Order or the Task (where appropriate) shall in any way release reduce or affect the liability of the Guarantor under this

Guarantee Bond. No invalidity of the Task Order or its avoidance or termination shall affect or impair the liability of the Guarantor under this Guarantee Bond and the Guarantor's liability

under this Guarantee Bond shall not be affected or reduced by the occurrence of an Insolvency Event of the Consultant.

- 4 Whether or not this Guarantee Bond shall be returned to the Guarantor the obligations of the Guarantor under this Guarantee Bond shall be released and discharged absolutely upon Expiry (as defined in the Schedule) save in respect of any Insolvency Event and/or breach of the Task Order which has occurred and in respect of which a claim in writing containing particulars of such Insolvency Event and/or breach has been made upon the Guarantor before Expiry.
- 5 The Consultant having requested the execution of this Guarantee Bond by the Guarantor undertakes with the Guarantor (without limitation of any other rights and remedies of the Employer or the Guarantor against the Consultant) to perform and discharge the obligations on its part set out in the Task Order.
- 6 This Guarantee Bond and the benefit thereof shall be capable of being assigned without the prior written consent of the Guarantor and the Consultant to a party to whom the benefit of the Task Order has been assigned.
- 7 The parties to this Guarantee Bond do not intend that any of its terms will be enforceable by virtue of The Contracts (Rights of Third Parties) Act 1999 or otherwise by any person not a party to it save for permitted assignees pursuant to clause 6.
- 8 This Guarantee Bond shall be governed by and constructed in accordance with the laws of England and Wales and only the courts of England and Wales shall have jurisdiction hereunder.
- 9 The Employer shall not be obliged to pursue any means of recourse against the Consultant before being entitled to enforce this Guarantee Bond against the Guarantor **provided that** if the Employer does seek recourse against the Consultant before seeking recourse under this Guarantee Bond any money judgement of the court or arbitrator's award or decision of an adjudicator against the Consultant in favour of the Employer under the Task Order shall be conclusive evidence for the purposes of this Guarantee Bond as to any liability of the Consultant to which such judgement award or decision relates (unless and until the same is set aside by any competent tribunal).
- 10 In the event of the Consultant suffering/being subject to an Insolvency Event the Employer's loss shall be determined by a quantity surveyor who shall be agreed between the Employer and the Guarantor (or in default of agreement within 28 days, such quantity surveyor as shall be appointed by the president for the time being of the Royal Institution of Chartered Surveyors) who shall act as an expert and not arbitrator.
- 11 Any payment by the Guarantor to the Employer pursuant to clause 10 shall be an interim payment on account of any further sums due and payable pursuant to clause 1.
- 12 If following payment by the Guarantor pursuant to clause 10 and following completion of the Task it shall be ascertained pursuant to the Task Order that the amount paid by the Guarantor:
  - 12.1 exceeds the sums due to the Employer from the Consultant in accordance with clause 1 and providing that the excess has not been repaid to the Consultant the Employer shall forthwith repay such excess to the Guarantor; or

- 12.2 is less than the sums due to the Employer from the Consultant and provided the shortfall has not been paid to the Employer the Guarantor shall forthwith pay that shortfall to the Employer.
- 13 Any demand or notice under this Guarantee Bond shall be served personally, by first class post and shall be sent to the Guarantor at [ ] or to such other address within the United Kingdom as the Guarantor may have previously notified in writing to the Employer. Any demand or notice if delivered personally shall be deemed to have been served at the time of delivery or, if sent by post, shall be deemed to have been served on the second business day following posting.

## THE SCHEDULE

The Consultant: [insert Consultant name] (registered in England and Wales with company [insert company number] number [ ] [insert whose registered office is registered office])

The Guarantor: [ ] whose registered address for service is at [ ]

The Employer: **The Government Property Agency** (on behalf of the Minister for the Cabinet Office on behalf of the Crown represented by the Government Property Agency) of 23 Stephenson Street (9th floor) Birmingham, B2 4BH

The Task Order: An agreement dated the [ ] day of [ ] to be entered into between the Employer and the Consultant for the provision of services comprising [ ] for the tendered Prices of £[insert numbers] ([insert words] pounds)

The Bond Amount: The sum of £[insert numbers] ([insert words] pounds)

The Expiry Date: The date of Task Completion under the Task Order which shall be conclusive for the purposes of this Guarantee Bond.

Insolvency Event: Where the Consultant is:

1. a company on the passing of a resolution for winding up (otherwise than for the purpose of a solvent amalgamation or reconstruction where the resulting entity assumes all of the obligations of the Consultant) or a court making an order to that effect; or
2. a partnership, on its dissolution; or
3. either a company or a partnership or an individual on ceasing to carry on its business or substantially the whole of its business, becoming or being declared insolvent or committing any act of bankruptcy or convening a meeting of or making or proposing to make any arrangement or composition with its creditors or the appointment of a liquidator, administrator (whether by the court or otherwise), administrative receiver, receiver, administrative trustee or similar officer over any of its assets.

**IN WITNESS** whereof the Guarantor and the Consultant have executed and delivered this Guarantee Bond on the date written above.

[INSERT EXECUTION BLOCKS]



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### **SCHEDULE 3**

#### **Short Schedule of Cost Components**

**Redacted under FOIA section 43, Commercial Interests**

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## **SCHEDULE 4**

### **Programme level support - Activity Schedule**

**Redacted under FOIA section 43, Commercial Interests**