



Department  
for Environment  
Food & Rural Affairs

Call-off from the Environment Agency Property Design and Specification Services Contract 9Y8C-TM97UR

## **Contract document**

**PSC 3<sup>rd</sup> Ed.**

### **Contract for: Stafford Strategic Review**

**Project Ref:30327**

### **Non Returnable Documents**

Contents  
Contract data  
Scope

Prepared by: [REDACTED]

Date: 5/08/20

Version: 01

Department for Environment, Food and Rural Affairs  
Nobel House,  
17 Smith Square,  
London,  
SW1P 3JR



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Food & Rural Affairs

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**Non-Returnable documents**  
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**Section 1**  
**Contents**

Section 1 - Document summary and contents

Document summary			
	Section	Title	Description
Non-Returnable Documents	1	Document summary and contents list	A guide to the documents and 'tendering' arrangements.
	2	Contract data part one	Data (supplied by the <i>Employer</i> ) required by the conditions of contract specific to this contract.
	3	Scope	The specification and description of the services and constraints on how the <i>Consultant</i> is to provide the services.
Returnable Documents	4	Document summary and contents list	A guide to the tender documents
	5	Contract data part two	Data (supplied by the <i>Consultant</i> ) required by the conditions of contract specific to this contract.
	6	Pricing data	The <i>activity schedule</i> Option A. Risk register N/A The risk budget N/A
	7	Consultant's schedules	Information required with the tender and the <i>Consultant's</i> technical offer. Includes certificates for completion and return with the tender.

Appendices:

**APPENDIX1: GENERAL DATA PROTECTION REGULATION (GDPR) REQUIREMENTS**

**APPENDIX 2: Schedule of Processing, Personal Data and Data Subjects.**



**Contract Documents**  
PSC 3<sup>rd</sup> Ed.

**Section 2**  
**Contract Data**  
**Part one**

## Data provided by the *Employer*

<b>Contract for Mott MacDonald</b>	
<b>1. General</b>	
•	The conditions of contract are a) the core clauses and the clauses for the Options set out below of the NEC3 Professional Services Contract (June 2005) and amended by June 2006 and September 2011 in conjunction with b) agreement reference 9Y8C – TM97UR Property & Design Specification Services. In the event of a conflict between terms, the terms cited under a) above shall apply.
A:	Priced contract with activity schedule
W2:	Dispute Resolution Procedure (use when Housing Grants, Construction and Regeneration Act 1996 applies)
X1:	Not used
X2:	Changes in the law
X3:	Not used
X4:	Not used
X5:	Not used
X6:	Not used
X7:	Not used
X8:	Not used
X9:	Transfer of rights
X10:	Not used
X11:	Termination by the <i>Employer</i>
X12:	Not used
X13:	Not used
X18:	Limitation of liability
X20:	Not used
Y(UK)2	The Housing Grants Construction and Regeneration Act 1996 as amended by the Local Democracy, Economic Development and Construction Act 2009
Y(UK)3	The Contracts (Rights of Third Parties) Act 1999
	A Contract Risk Register will be maintained to record early warnings and compensation events. An example of the form of register to be used will be sent to the Agency PM for agreement prior to issue.
Z:	The Additional conditions of contract are in point 10. Option Z



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<ul style="list-style-type: none"> <li>• <b>The services are:</b> <ol style="list-style-type: none"> <li>1. Professional Services to support Defra's Capital Programme for Stafford strategic review. To minimise their property portfolio in Stafford by reviewing Beacon House. All <i>services</i> will be undertaken to relevant design and statutory legislation and the <i>Employer's</i> operational guidelines. The services will be delivered to the standard and quality expected of a competent <i>Consultant</i>.</li> <li>2. As defined by the proposal submitted by Mott MacDonald and agreed with <i>Employer's</i> Project Manager in August 2020.</li> <li>3. The specifics and detail of this <i>Service</i> is detailed in Section 6 Contract Data Part 1.</li> </ol> </li> </ul>	
<ul style="list-style-type: none"> <li>• The <i>Employer</i> is Defra</li> </ul> <p><i>Employer's</i> project manager: Adrian Wood</p>	
<ul style="list-style-type: none"> <li>• The <i>Adjudicator</i> is, the person appointed by the <i>Adjudicator nominating body</i>.</li> <li>• The referring Party pays the administrative charge made by the <i>Adjudicator nominating body</i>.</li> </ul>	
<ul style="list-style-type: none"> <li>• The Scope is in Section 3 of this Contract document.</li> </ul>	
<ul style="list-style-type: none"> <li>• The <i>law of this contract</i> is the law of England, subject to the jurisdiction of the English Courts.</li> </ul>	
<ul style="list-style-type: none"> <li>• The <i>language of this contract</i> is English.</li> </ul>	
<ul style="list-style-type: none"> <li>• The <i>period for reply</i> to a communication is 2 weeks.</li> </ul>	
<ul style="list-style-type: none"> <li>• The <i>period for retention</i> of documents is 6 years following Completion or earlier termination.</li> <li>• The <i>Adjudicator nominating body</i> is the Institution of Civil Engineers</li> <li>• The <i>tribunal</i> is litigation in the courts.</li> </ul>	
<b>2. The Parties main responsibilities</b>	
<ul style="list-style-type: none"> <li>• The <i>Employer</i> provides access to the following people, places and things.</li> </ul>	
Access to	<i>access date</i>
Animal & Plant Health Agency Beacon House Dyson Way Stafford ST18 0AR	14 August 2020 (and further dates, as necessary)
Environment Agency Units 10 & 11 Greyfriars Business Park Stafford ST16 2HS	As required



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Government Decontamination Service  RAF Stafford Building 14 Beaconside Stafford ST18 0AQ	As required		
<ul style="list-style-type: none"><li>The <i>Consultant</i> prepares forecasts of total <i>expenses</i> for the <i>services</i> at intervals no longer than 4 weeks.</li></ul>			
<b>3. Time</b>			
<ul style="list-style-type: none"><li>The <i>starting date</i> is <b>7 August 2020</b></li><li>The <i>completion date</i> for the whole of the <i>services</i> is <b>31 March 2021</b></li><li>The <i>completion date</i> for each Section of the <i>services</i> is N/A</li></ul>			
Section	Description	Amount	Completion Date
<ul style="list-style-type: none"><li>The <i>Consultant</i> submits revised programmes at intervals no longer than 4 weeks.</li></ul>			
<ul style="list-style-type: none"><li>The <i>key dates</i> and <i>conditions</i> to be met are N/A</li></ul>			
<b>Section</b>	<b>Description</b>	<b>Completion date</b>	
<b>4. Quality</b>			
<ul style="list-style-type: none"><li>The quality policy statement and quality plan are provided within 4 weeks of the <i>starting date</i>, if not previously provided by the <i>Consultant</i>.</li><li>The <i>defects date</i> is 52 weeks after Completion of the whole of the <i>services</i>.</li></ul>			



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## 5. Payment

- The *assessment interval* is 4 weeks based on the Priced Activity schedule submitted as part of Option A.
- The period within which payments are made is 30 days from receipt of the *Consultant's* VAT invoice.
- The *currency of this contract* is pounds sterling (£).
- The *interest rate* is 2% per annum above the Bank of England Base Rate.
- There are no *expenses* stated by the *Employer* (*expenses* are deemed to be included in the lump sum prices for the activities).
- The *Consultant* must be in receipt of a valid PO Number before submitting an invoice, which will be sent to the *Consultant*.
- All invoices should be sent, quoting a valid purchase order number (PO Number), to: FAO Adrian Wood, SSCL AP, Defra, PO Box 790, Newport Gwent, NP10 8FZ or [accounts-payable.def@gov.sscl.com](mailto:accounts-payable.def@gov.sscl.com)

## 6. Compensation events

- There is no Contract Data required under this heading

## 7. Title and confidentiality

There is no Contract Data required under this heading.

**Note – levels proposed are for this project specifically.**

## 8. Indemnity and insurance

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

Event	Cover	Period following Completion of the whole of the <i>services</i> or earlier termination
failure of the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	£5m in respect of each claim or series of claims arising from the same originating cause	6 Years
personal injury to or death of a person (not an employee of the <i>Consultant</i> ) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	£5m in respect of each occurrence or series of occurrences arising from the same event	12 months
bodily injury to or death of employees of the <i>Consultant</i> arising out of and in course of their employment in connection with this contract	£5M in respect of each occurrence or series of occurrences arising from the same event	for the period required by law



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- The *Employer* provides the following insurances – None.
- The *Consultant's* liability to the *Employer* under the contract and any other related document (save for death and/or personal injury, damage to third party property and/or fraud) in the aggregate of all claims under or in connection with the provision of the services, whether in contract or in tort, in negligence, for breach of statutory duty or otherwise is limited to £5m in the aggregate.

**9. Disputes and termination**

There is no Contract Data required under this heading

**10. Option Z: The *additional conditions of contract* are:**

Z 1 Not Used

Z2 The text of CI 18 Prevention is deleted.

Delete the text of CI 60.1(11) and replaced by:

The services are affected by any of the following events

- War, civil war, rebellion, revolution, insurrection, military or usurped power;
- Strikes, riots and civil commotion not confined to the employees of the Consultant and sub consultants,
- Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel,
- Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device,
- Natural disaster,
- Fire and explosion,
- Impact by aircraft or other aerial device or thing dropped from them.

Z 3 A Not used

Z 3 B Not Used

Z 3C Not Used

Z4 Not used

Z5 Not used

Z 18 Not Used

Z19: Not Used



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**Z20: CIC BIM Protocol**

In this clause, the Protocol is the CIC Building Information Modelling Protocol, first edition 2013. Terms used in this clause are those defined in the Protocol.

Clauses 1 and 5, of the Protocol are additional conditions of contract.

Clauses 3 and 4 and Appendices 1 and 2 of the Protocol are Scope.

Clause 6 of the Protocol is amended as follows and are additional conditions of contract

6.1 is unamended

**6.2 – 6.10 of the Protocol is deleted and replaced with the following:**

6.2 All pre-existing Materials held and used by a Project Team Member used in connection with the Model shall remain the property of the party introducing them. Details of each party's pre-existing Materials are set out in the Model Production and Delivery Table

6.3 All Materials (other than clause 6.2 above), Model, Featured Model and Specified Model, shall be the property of the *Employer*

6.4 The Materials (other than clause 6.2 above), Model, Featured Model and Specified Model shall, be the property of the *Employer* and the *Employer* shall be free, should it so wish, to apply at its own expense for patent or other protection in respect of the Materials (other than clause 6.2 above), Model, Featured Model and Specified Model. The *Employer's* intention to apply for such patent or other protection shall be notified to the Project Team Members. Such applications for patents or other registered intellectual property rights shall be filed in the name of the *Employer*.

Unless otherwise agreed in writing between the Project Team Member and the *Employer*, the Project Team Member hereby:

6.4.1 assigns to the *Employer* all Materials (other than clause 6.2 above), Model, Featured Model and Specified Model

6.4.2 grants the *Employer* a non-exclusive, non transferable (save for the purposes of sub-licensing, reorganisation or transfer to a successor body, for the purposes of all the successor body's normal business use), irrevocable , royalty free perpetual licence to the *Employer* in respect of all the Project Team Member's pre-existing Materials necessary in order for the *Employer* to use or exploit the Materials, Model, Featured Model and Specified Model

6.7 The Project Team Members undertakes to the *Employer* not to use, exploit or deal with any of the *Employer's* pre-existing Materials, other than in the performance of the Agreement unless the Project Team Member has first obtained a written licence from the *Employer*, in specific terms to do so.

6.8 The *Employer* undertakes to the Project Team Member not to use or exploit the pre-existing Materials, save as provided in Clause 6.4.2

6.9 The Project Team Members warrants to the *Employer* that the Project Team Member pre-existing Materials shall not in any way infringe any intellectual property rights of any third party.

6.10 If the Project Team Members is prevented from carrying out his obligations under the Agreement due to any infringement or alleged infringement of any Intellectual Property Rights, the *Employer* may without prejudice to any other rights and remedies under the Agreement, exercise the powers and remedies available to it under the Agreement

6.11 The Project Team Members shall not be liable if such infringement arises from the use of any design, technique or method of working provided by or specified by the *Employer*. The Project Team Members waives in favour of the *Employer* its rights to object to derogatory treatment of the Materials (other than clause 6.2 above), Model, Featured Model and Specified Model and the Project Team Members also agrees that he will not assert or seek to enforce against the *Employer* and/or any other person, firm or company any of its moral rights as defined in the Copyright Designs and Patents Act 1988 without the prior agreement of the *Employer*.

6.13 The Project Team Members shall not be liable for any consequential losses, damage or injuries arising from third party misuse of the Materials, of which the Project Team Members is not aware.

Clause 7 of the Protocol is deleted in its entirety.





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Z21: The text in X9 (Transfer of Rights) is amended as follows:

“The following clauses are inserted after X9.1:

X9.2 All materials shall be the property of the Employer and the Employer shall be free, should it so wish, to apply at its own expense for patent or other protection in respect of the materials. The Employer’s intention to apply for such patent or other protection shall be notified to the Consultant. Such applications for patents or other registered intellectual property rights shall be filed in the name of the Employer.

X9.3 Unless set out in the Scope or otherwise agreed in writing between the parties, the Consultant hereby:

9.3.1 assigns to the Employer all materials;

9.3.2 grants the Employer a non-exclusive, non-transferable (save for the purposes of sub-licensing, reorganisation or transfer to a successor body, for the purposes of all the successor body's normal business use), irrevocable , royalty free perpetual licence to the Employer in respect of all the Consultant’s pre-existing materials necessary in order for the Employer to use or exploit the materials

X9.4 The Consultant undertakes to the Employer not to use, exploit or deal with any of the Employer's pre-existing materials, other than in the performance of the contract unless the Consultant has first obtained a written licence from the Employer, in specific terms to do so.

X9.5 For avoidance of doubt, this clause supersedes and takes precedence over core clause 70.”



### **3. The Parties' main responsibilities**

#### **3.1 Details of the services**

The *Consultant* shall;

##### **RIBA stages 0-1 (Preparation and Brief)**

###### **Site walk round and scope review**

- 1 no. site visit with PM, Architect, M&E, Structural
- Post meeting debrief
- Dissemination of meeting minutes
- Develop RFI schedule to determine separation requirements and specific requirements for storage

###### **Draft initial proposals/ options**

- Review existing information
- Development of existing and proposed layouts to all floors (excluding specialist areas i.e. laboratories)

###### **Presentation of initial proposals**

- Post meeting debrief
- Dissemination of meeting minutes

###### **Revise proposals and finalise area allocations**

- Revision of proposals following comments from client/key stakeholder
- Re-issue of proposals

###### **Cost Estimate**

- Cost estimate to be produced based on the agreed proposals. Full breakdown of costs to be included within MM report.

###### **Development of MML report**

- Development of summary report inclusive of all findings and proposals
- Recommendation of next steps

- [REDACTED]



[REDACTED] R



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## **Contract document**

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### **Contract for:**

## **Stafford Strategic Review**

**Project Ref:**

30327

## **Returnable Documents**

Document Summary and contents  
Contract data part two  
Pricing data  
Consultant's Schedules



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Prepared by:

Date:

Version: 01



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Section 4 - Document summary and contents

Document summary			
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**Contract Documents**  
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**Section 5**  
**Contract Data**  
**Part two**

**Data provided by the *Consultant***



<ul style="list-style-type: none"> <li>The <i>Consultant</i> is Name: Address:</li> </ul>			Standard requirement
<ul style="list-style-type: none"> <li>The <i>key persons</i> are:</li> </ul>			
1	Name		
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The		staff		rates		are		as		follows;	
Hourly Rates Proposal		Staff Grade / Position									
		Partner / Director	Associate	Senior	Consultant	Graduate / CAD Tech	Trainee				
P e r s o n n e l  R o l e	Key Account Manager										
	Project Manager										
	Architect										
	Cost Consultant (Quantity Surveyor)										
	Engineer (M&E / Drains)										
	Engineer (Structural)										
<ul style="list-style-type: none"> <li>The <i>Consultant</i> is to submit a [redacted] weeks of the Contract Date</li> <li>Commencing of the project date; insert here 24/08/2020</li> </ul>										<p>ed – main purpose is to inform how the <i>Consultant</i> intends to carry out the work and how it affects the Department's other activities and the project master plan. However for a simple service it may be no more than a single start and finish date.</p>	
<ul style="list-style-type: none"> <li>The <i>activity schedule</i> is in Section 6, Pricing Data</li> </ul>										<p>Only include and complete if an '<i>activity schedule</i>' is used (Options A or C only).</p>	

**Contract Documents**  
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**Section 6.1**  
**Pricing Data**

## 6.1 Activity schedule

<b>The services</b>	Beacon House, Stafford, ST18 0AR building refurbishment.
<b>Contract Number</b>	

Stage Activity Code	Description	Lump sum prices for activities £
See appendix A		£14,907.63



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Stage Activity Code	Description	Lump sum prices for activities £

Signature \_\_\_\_\_ Date \_\_\_\_\_



## 6.2 Consultant's initial forecast of resources, time charge and expenses

[illegible]



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**Documents**  
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**Section 7**  
***Consultant's***  
**schedules**

- 7.0 Statement by *Consultant*
- 7.1 Proposed Sub consultants
- 7.2 Management
- 7.3 Quality assurance
- 7.4 Health and safety
- 7.5 Programme
- 7.6 Example Form of Agreement



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**Statement by *Consultant***

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***Consultant's***  
**schedule 7.0**

**We confirm that nothing in the information we have given in the *Consultant's* schedules or appended to them, or the *Employer's* acceptance of our proposal, changes our responsibility to Provide the Services in accordance with the Scope or our liability for design.**

Signed

Date

Name

Position

*Consultant*



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**Proposed  
Sub consultants**

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**Consultant's  
schedule: 7.1**

We notify you that it is our intention to employ the following Sub consultants on the *services*.

If we are awarded a contract for the *services* we agree that this notification does not change the requirement for us to submit the names of proposed Sub consultants to the *Employer* for acceptance as required by Clause 24.

	<b>Name and address of proposed Sub consultant</b>	<b>Nature and extent of service</b>	<b>Proposed procurement method used/to be used to achieve value for money</b>	<b>Proposed conditions of contract to be used to purchase services from Sub consultant</b>	<b>Previous experience with Sub consultant</b>
1.	MDG Architects Office 201 The Folium, 5 - 8 Caroline St, Birmingham B3 1TR	Architectural services	Sub Consultancy Appointment	Mott MacDonald Sub Consultancy Agreement	Consultant has undertaken work on previous Defra schemes
2.					
3.					
4.					



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## Management

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**Consultant's  
schedule: 7.2**

**Note to framework Consultant:** Please describe the management arrangements for the services. You are requested to include:

1. An organisation chart (including the key people you have identified in the Contract Data Part two).
2. If not already provided to the Employer, CV's for all key people should be a maximum of two sides of A4 of relevant experience tailored to the services required under this contract.
3. An explanation of how you propose to allocate adequate resources to enable you to comply with the requirements and prohibitions imposed on you by or under the statutory provisions relating to health and safety.

[This note is not part of the contract](#)

**Summary of items attached to this schedule:**



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## **Quality assurance**

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***Consultant's  
schedule: 7.3***

- The Quality Plan for this Contract will be developed for this project in line with our organisational quality management systems as stated in Contract Data Part One, Section 4, Quality.





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## Health and Safety

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***Consultant's  
schedule: 7.4***



## Programme

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**Consultant's  
schedule: 7.5**

**Note:** This programme should show:

1. The information required of a programme submitted for acceptance is in Clause 31.2.
2. Any other requirements for a programme stated in the Scope.
3. Your statement on how you plan to do the work for each operation on the programme is to be provided below and not on the programme. However, you are still required to submit a fully resourced programme. Your response must include your approach to SHE.



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**Form of Agreement**

**7.6**

**PSC 3<sup>rd</sup> Ed.**

**Contract Title:**

This agreement is made on <INSERT DATE when agreement reached with *Consultant*>

Between The Department of Environment, Food & Rural Affairs (the *Employer*)  
and Mott MacDonald (the *Consultant*)

The *Employer* will pay the *Consultant* the amount due and carry out his duties in accordance with the *conditions of contract* identified in the Contract Data.

The *Consultant* will Provide the Services in accordance with the *conditions of contract* identified in the Contract Data.

Execution of this Contract is carried out in accordance with the 1999 EU Directive 99/93(Communication Framework for Electronic Signatures) and the UK Electronic Communications Act 2000. **This Contract is formed on the date on which both the Authority and the Contractor have communicated acceptance of its terms on the Authority's e-tendering system ('Bravo').**



# Appendix 1: General Data Protection Regulation (GDPR) Requirements

## *Additional Definitions*

**Agreement** : this contract;

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

**Data Protection Legislation** : (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 [subject to Royal Assent] 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;

**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 GDPR.

**Data Loss Event** : any event that results, or may result, in unauthorised access to Personal Data held by the Contractor 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 Access 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)

**LED** : Law Enforcement Directive (Directive (EU) 2016/680)

**Protective Measures** : appropriate technical and organisational measures which may include: pseudonymising and encrypting 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.

**Sub-processor**: any third Party appointed to process Personal Data on behalf of the Contractor related to this Agreement.

## *Data Protection Requirements*

1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Employer is the Controller and the Contractor is the Processor. The Contractor processes data only as authorised in Appendix 2 (Schedule of Processing, Personal Data and Data Subjects) by the Employer and may not be determined by the Contractor.

1.2 The Contractor notifies the Project Manager immediately if it considers that any of requirement of the documents forming part of this contract infringe the Data Protection Legislation.

1.3 The Contractor provides all reasonable assistance to the Employer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the



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discretion of the Employer, 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 Services; (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 In relation to any Personal Data processed in connection with its obligations under the documents forming part of this contract the Contractor:

(a) processes that Personal Data only in accordance with Appendix 2 (Schedule of Processing, Personal Data and Data Subjects), unless otherwise required by Law. If it is so required the Contractor shall promptly notify the Employer before processing the Personal Data unless prohibited by Law;

(b) ensures that it has in place Protective Measures, which have been reviewed and approved by the Employer as appropriate to protect against a Data Loss Event 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) ensures that:

(i) the Contractor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule X);

(ii) it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:

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

(B) are subject to appropriate confidentiality undertakings with the Contractor 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 Employer 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) do not transfer Personal Data outside of the EU unless the prior written consent of the Employer has been obtained and the following conditions are fulfilled:

(i) the Employer or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Employer;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) the Contractor 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 Employer in meeting its obligations); and (iv) the Contractor complies with any reasonable instructions notified to it in advance by the Employer with respect to the processing of the Personal Data;

(e) at the written direction of the Employer, delete or return Personal Data (and any copies of it) to the Employer on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.

1.5 Subject to clause 1.6, the Contractor shall notify the Project Manager immediately if it:

(a) receives a Data Subject Access Request (or purported Data Subject Access Request);

(b) receives a request to rectify, block or erase any Personal Data;



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(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 Contractor's obligation to notify under clause 1.5 shall include the provision of further information to the Employer in phases, as details become available.

1.7 Taking into account the nature of the processing, the Contractor shall provide the Employer 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 Employer) including by promptly providing:

(a) the Employer with full details and copies of the complaint, communication or request;

(b) such assistance as is reasonably requested by the Employer to enable the Employer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

(c) the Employer, at its request, with any Personal Data it holds in relation to a Data Subject;

(d) assistance as requested by the Employer following any Data Loss Event;

(e) assistance as requested by the Employer with respect to any request from the Information Commissioner's Office, or any consultation by the Employer with the Information Commissioner's Office.

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

1.7 Taking into account the nature of the processing, the Contractor shall provide the Employer 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 Employer) including by promptly providing:

(a) the Employer with full details and copies of the complaint, communication or request;

(b) such assistance as is reasonably requested by the Employer to enable the Employer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

(c) the Employer, at its request, with any Personal Data it holds in relation to a Data Subject;

(d) assistance as requested by the Employer following any Data Loss Event;

(e) assistance as requested by the Employer with respect to any request from the Information Commissioner's Office, or any consultation by the Employer with the Information Commissioner's Office.

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

(a) the Employer determines that the processing is not occasional;

(b) the Employer 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; and

(c) the Employer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

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



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1.10 The Contractor shall designate a 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 Contractor must:

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

1.12 The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.

1.13 The Employer 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 Employer may on not less than 30 Working Days' notice to the Contractor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

## **Appendix 2: Schedule of Processing, Personal Data and Data Subjects**

1. The Contractor shall comply with any further written instructions with respect to processing by the Customer.
2. Any such further instructions shall be incorporated in to this Schedule.



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Description	Details
Subject matter of the processing	The Contractor processes data only as required to provide the Works in accordance with the conditions of contract, including Contract Data Part 1 and Part 2.
Duration of the processing	The Contractor processes the data as required to provide the Works or any additional works or services required under the terms of this contract until the later of Completion, the Defects Date, or the end of a warranty period to which the processing of the personal data relates. Where personal data is required for more than one purpose under the terms of the contract, it is retained until the later of the Completion, Defects Date or end of a warranty period.
Nature and purposes of the processing	The nature and purpose of the processing is limited to the Contractors retention or replacement of professionally competent Key People, Subcontractors or sub-consultants where this contract requires the Employer to provide an acceptance of a Key People, Subcontractor or sub-consultant.
Type of personal data	The types of personal data processed under this contract is limited to name, role description, qualifications (academic achievements and professional accreditations) and experience.
Categories of personal data	The Contractor is not permitted to retain any special categories of personal data as defined under the GDPR.
Plan for the 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	The Contractor processes the data until the date detailed above (duration of the processing) where after the Contractor immediately destroys the personal data.





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