

Work Order

This document is a Work Order according to the definitions contained within the provisions of the Services Supply Agreement (SSA) dated **9th June 2017** between **BLOOM PROCUREMENT SERVICES LTD** and **Mott MacDonald**.

Except where stated herein, all the clauses and conditions specified in the said supplier terms are included herein by reference and form part of this Work Order.

For the avoidance of doubt, the Bloom Standard Terms & Conditions (only where applicable), the SSA and this Work Order constitute the contract between Bloom and the SPS Provider and are hereinafter referred to collectively as the Supplier Terms.

We are delighted to advise that **BLOOM PROCUREMENT SERVICES LTD** have been authorised to obtain the following services on behalf of the Authority.

Project Number:	Project_3933 Contract_6894
Project Name:	NEPRO2 - School Heat Decarbonisation Plans (3)
SPS Provider:	Mott MacDonald
For the attention of:	██████████
E-mail:	████████████████████
Telephone number:	██████████
Address:	████████████████████ ████████████████████ ████████████████████

Description of Specialist Professional Services / deliverables required:

The Authority requires HDPs to be produced for 200 Schools which must follow the guidance set by Salix (the Administrator working on behalf of BEIS). The HDPs need to be completed by the end of February 2022.

Mott MacDonald have been appointed to deliver the HDPs detailed in Appendix 1 – changes to the number of schools detailed in Appendix 1 will be captured via Bloom's Change Control Notice process. This is an outcomes-based contract, submissions for payment should be made on this basis.

The purpose of a HDP is to describe how an organisation intends to replace fossil fuel reliant systems with low carbon alternatives (e.g. Heat Pumps).

A HDP describes the current state of an organisation's energy use and its plans for reducing and/or decarbonising its energy use. The plan outlines what an organisation has already done, what it is currently doing, what it plans to do in the future. The plan explains what actions are going to be taken, over what timescales, and the intended outcomes.

Detailed Requirements

Purpose, sign off and summary of technical solution/or how to achieve the Solution

It is useful to set out the purpose of your heat decarbonisation plan, and why are you proposing it. How is this plan going to contribute to the goals of your organisation and the UK? Why is it important for your organisation and how has this plan been agreed through your governance procedures? The purpose can outline the ambitions of the organisation and what would need to be completed to achieve net zero.

It would therefore be reasonable to think that this plan will be endorsed and signed off by an accountable officer (e.g. the authorising official for the grant) in the organisation.

It is also useful to set out your overall vision of how net zero is going to be achieved. This should be described in a whole system context, taking into account the interactions between the different elements of a building.

It should reflect on the benefit of improving building fabric, requiring a lower cost heat solution, hence potentially reducing the need to upgrade the whole heating system.

It needs to recognise that changing your heat load to an electric source will increase the local network demands, and that there could be some local constraints that could be managed by the implementation of other measures.

It should recognise where you are on the journey – just beginning or getting ready for delivery and think about what the next steps are, and how you are going to achieve them with budget costs.

It may well be that you don't intend to complete all the elements through one project or with one contractor, so should also provide an explanation of how it is going to be delivered, so that the delivery of, individual projects as well as the whole programme can be understood.

Heat decarbonisation plan – The Introduction

Using the introduction section to provide a summary of your organisation's current situation and set your plan in context.

This includes what the organisation's estate looks like and setting out a summary of what is included within the scope of this decarbonisation plan (you may wish to link it to other documents/strategies, roadmaps or plans you have). You should describe the estate, its use, age, location, characteristics, if it is close to other public sector buildings, also existing systems, with their age and performance.

You should include your energy consumption and costs, your emissions, what you have already done, its impact and where you currently are in the decarbonisation journey. This will enable you to set a baseline to measure future interventions against. You should also look at what that will look like into the future, what with any other plans (e.g. new

buildings/disposals) will your energy consumption, emissions and energy costs look like? That way you will be able to track how you are doing against it.

Are you just starting out or has your organisation already undertaken a lot of work to decarbonise its buildings? A local authority will have schools in its area, do these schools or other individual organisations have heat decarbonisation plans? A local authority will have many non-domestic properties that would benefit from having a heat decarbonisation plan of their own. It is worth considering that the decarbonisation of heat is one of the later steps in the journey and any plan must include reducing demand to a minimum first as well as any enabling works (for example changes to the existing heating system to support lower operating temperatures). The introduction will describe what the priority areas are and what monitoring needs to be in place to help identify necessary works.

Buildings

A section in your heat decarbonisation plan needs to be about your buildings. The section aims to provide background information on your organisation's existing non-domestic buildings. This section aims to provide background on the condition and energy consumption of these buildings:

- Portfolio
 - o How many buildings are included as part of this plan?
 - o Do you hold a building inventory? This can be just for buildings that are owned or occupied under long term leases by the Public Sector Body.
- Building characteristics
 - o What age are the buildings?
 - o Where are they located (urban, rural) in groups/clusters or close to each other?
 - o What is located in the surrounding area?
 - o What is their use in terms of activity and occupants and hours of use?
 - o What is the condition of the building fabric such as roofs, windows and walls?
 - o What is the estimated heat loss of the building and could this be a barrier to low carbon heating?
 - o Are there any proposed disposals, changes in use, major refurbishments or new builds planned?

Energy consumption and carbon emissions

You should provide a section on your current energy consumption which allows you to reflect on what your current energy consumption is, the level of the quality of the data, how you collect it and could do so in the future to track change. You should also think about what looks like in terms of carbon emissions and do a forward forecast with future emissions factors to enable you to understand your business as usual trajectory.

- Energy consumption
 - o Do you have energy billing information?
 - o Is existing metering/submetering installed in the buildings and are they monitored?
 - o Who pays the energy bills for these buildings?
 - o Do you have a breakdown of the current heat demand performance of these buildings (kWh/m²), including floor area of the buildings?
 - o Are there plans to implement additional meters?
 - o Do you have historical energy consumption which will provide you with a baseline?
 - o Do you have a monitoring and verification plan in place for any proposed measures?

- Carbon emissions
 - o Do you know what your carbon emissions are against energy sources?
 - o Have you calculated them in the past so you can start to see a pattern?
 - o Do you know what the future emissions for the site will look like to 2050?

Heating Systems

A section in your heat decarbonisation plan needs to be about the current state of your buildings heating systems. This section aims to provide background on the condition and energy consumption of the heating systems. What is the age and condition of the heating systems? How are they controlled and how should they be controlled?

- What are the current heating technologies for the buildings? Or is it connected to a heat network?
- What fuel is being used by the heating system?
- If it is a heat network what is the source of the heat?
- Is it a wet system? If so:
 - o What heat emitters are used in the building(s)? (e.g. radiators/under floor heating)
 - o How is heat transferred throughout the building? (e.g. Low, Medium, High Temperature Hot Water/Steam)
- What is the condition of the heating system?
- If heat is provided through or combined with an air conditioning system:
 - o What is the heat distribution to the air conditioning?
 - o What type of air conditioning is it?
 - o What is the cooling system? How is that fuelled?
- How is hot water provided e.g. heating system, separate gas fired water heaters, use electric heaters? What is it used for e.g. showers, washing hands, catering?
- What does the ongoing maintenance programme look like?
- Are there sites where heating equipment is at the end of its life and due for replacement?

Determining the whole solution

With the knowledge of the site and existing conditions (as well as understanding your heating systems) and the knowledge gained from exploring the following), you should be in a position to explain in your plan what your solution will be:

- Previous energy efficiency projects and existing low carbon heating technology
- Heating networks and opportunities on site
- Electricity loading capacity to support a switch to electric heating solutions
- Plans for the sites

Dependent upon the stage you are at, your plan may be more or less mature. If you are at an initial stage, you should record your conceptual ideas. You may have more than one and should capture them all, but with them note how easy and effective they may be to implement, and if they will achieve your goals. This will help to evaluate a shorter list of possible solutions. Questions to consider are:

- Is the solution going to work for this site?
- Will it be easy to install?
- How will it fit with other technologies on the site (will it complement them or overlap or be difficult to work together)?
- Are there other elements of a system that ought to be installed in advance or in parallel to get it to work better (i.e. building fabric improvements, controls upgrades, or ventilation)

- What energy reduction will it offer, will it move away from fossil fuels in part or fully? What will the replacement fuel supply be that readily available (i.e. biomass or electricity?)
- Are there permissions and other agreements one would need to seek before being able to go ahead (planning permission, access to land etc,)
- Who will install the technology?
- How easy will it be to operate? Who will operate it?

Estimating cost

You should explain what the budget costs are in an appropriate level of detail and accuracy for the stage that you are at (initial budgets to finalised quotes from contractors). You should think about if everything has been included in your budget cost and not just the purchase and installation of the equipment. As a check you should ask yourself these questions:

- Have you captured costs from all the different parts of the process?
- Within the installation are there other things that will need to be considered such as asbestos removal, temporary heat generation, preliminaries, ancillaries and making good.

You should provide an indication of what the solution would be how you would install it and if you have any other steps to complete to get to that point (i.e. involving an M&E engineer for design, tendering or gaining quotes). The next section on delivery covers this in more detail.

Delivery

You will need to think about how you are going to deliver the work the plan will recommend. You might wish to consider how you are going to get the plan through internal sign off and deliver it with consultants or contracts.

- How are the solutions going to be assessed?
- What metrics will you need to generate to gain internal sign off?
- Who is going to do that?
- How much is it going to cost? (see estimating cost)
- How are you going to commission the work/what procurement route?
- How long will it take?
- How are you going to manage the contract and oversee the outputs (linked to the section on Resource)
- What you think the overall longer-term delivery might look like (it is expected that this will be very approximate but show a rough plan for the overall delivery)

If this has already been established, then the plan should show what the overall implementation plan is detailing how it will be taken forward including:

- What the overall budget costs and benefits are expected to be?
- What the timeline for delivery will be?
- What the delivery model is likely to look like?
- How it is going to be managed (linked to resource)

Resources

This section of the heat decarbonisation plan aims to provide context on the existing resources available and outline the future resources required to develop and deliver the heat decarbonisation plan. Once you know what you are planning to deliver (see section delivery for more details) it is essential to make sure that there is enough resource to be

able to coordinate it. Things you would need to know in advance of considering resource are:

- How many projects you plan to undertake across the portfolio?
- Over what time period?
- What the delivery route would be (who would undertake what roles and what would you outsource and what would remain within the organisation)
- What is the governance for the investment and delivery?

With those in mind then you are in a position to consider:

- How would this programme be driven within the organisation?
- Who would be responsible for coordinating it?
- Who is going to be senior sponsor and report on progress?
- Who is responsible for managing and monitoring the ongoing energy consumption across the estate and who will be overseeing the delivery of the plan? Would they be the same person? Would they have time to do everything?
- Are the individuals overseeing any project appropriately trained, or will additional training be required to deliver the heat decarbonisation plan?
- What is the existing resource for the identification, development, and delivery of the heat decarbonisation plan? Is it sufficient to deliver the scale that you need to?
- What are the anticipated resource requirements for the delivery of heat decarbonisation plan?
- Will this require additional human resource?
- Will it require additional financial resources?
- What is the resource plan which would support delivery?

Previous energy efficiency projects and existing low carbon heating technology

This section of the heat decarbonisation plan aims to outline all previously implemented energy efficiency works that have taken place and if any further energy efficiency works are planned and how these have been factored into the transition to low carbon heat.

- Have any energy efficiency works been completed in the buildings previously? If so what and did they deliver?
- Are there more projects that are planned?
- What type of project are they? Have you got a list of the projects knowing which are heat (direct/nontraded/scope 1 related) and other (primarily scope 2)?

Within the pipeline are there plans to improve the thermal efficiency and airtightness of the buildings? (Note that these might come from routine end of life replacement of windows, doors, roofing materials etc.). This stresses the importance of making the link between estate management and energy management in ensuring these aspects are captured.

- If applicable, has the proposed reduction in energy demand resulting from these energy efficiency measures been incorporated into the sizing of the low carbon heating system?

Heating networks and opportunities on site

This section aims to understand whether you have any local heat resources available that could facilitate the transition to low carbon heat. It is important to understand what the heat source is, to establish if it is low carbon. If this is the case, a short-term delay in order to wait for a heat network to be available to the organisation is an important consideration. Large public sector buildings or campuses with a high heat demand can provide a baseload for a district heating network which will have benefits for the wider community.

- Are there any existing or planned heat network developments located close to the sites that your buildings could connect to?
- Is there scope for the organisation to provide a potential baseload for a future heat network to benefit the wider community?
- Are there any other sources of secondary heat in proximity to the site(s) or on site?
- These may include:
 - o Heat Sources such as: water, air, ground
 - o Heat recovery opportunities
 - Sewer, industrial sites or anywhere where there is waste heat such as data centres or battery storage sites
 - Energy from waste e.g. Potential for anaerobic digestion
 - Significant cooling plant

Electricity loading capacity to support a switch to electric heating solutions

By adding additional electrical loading through the switching of your heat source, there is a chance that there won't be enough electrical capacity coming into your building(s) or in the wider area.

The cost of increasing the electrical supply to a site can vary substantially (and can be high). Therefore, it should be investigated before any projects are commissioned.

This section aims to ask the questions which would help you understand what you might need to do.

- Do you know what the increased demand of a heat pump or other electrified heat load, plus any electric vehicle (EV) charging would be for your building (s).
- Do you know what the current capacity of the building(s) are?
- Do the sites have their own medium voltage network?
- Can you give some details on the rating and the loading capacity of the network?
- Is there sufficient capacity for the additional electrification of your estate (refer to the contract agreement with your Distribution Network Operator (DNO))?
- Have any energy efficiency or renewable generation measures been implemented previously to reduce electricity consumption of the buildings?
- Are there any further significant measures that can be considered to reduce electricity demand of the buildings (e.g. light emitting diode (LED) lighting and controls)?
- Are there plans to increase capacity?
- Have you contacted the DNO about increasing electrical loading?
- Is there potential on site to install/increase renewable generation to support the increase in electrical demand from low carbon heating solutions?
- Does the site have any existing EV charging stations and future plans (note that this will also affect the overall site capacity)?

Supporting information

This section brings together the energy data you have used to support the heat decarbonisation plan. It should include the following supporting information:

- Display Energy Certificates (DECs)
- Age of buildings and, where possible, U values of building elements
- Energy consumption data across the estate, to include where possible half hourly data and as granular as possible
- Energy costs across the estate
- Maintenance costs
- Current contractual agreements (e.g. facilities management) and their targets
- Target emission savings for the decarbonisation plan

- Site surveys
- Floor plans
- Images of the systems and building fabric.
- Heating system/building fabric condition reports.
- Heating and electrical schematics.
- Heat loss calculation for the buildings.

Plans for the sites

This section outlines plans for sites and the proposed expansion or rationalisation of sites that are in the public domain. This section could consider:

- Any planning restrictions or planning guidance in your area (including listed status of buildings)?
- Plans for demolition and rebuilding, major refurbishment or change of use, occupancy, or operational hours?
- Are there plans that are in the public domain for expansion or rationalisation of sites or change of usage?
- Plans for new builds and the planning standards for new builds in your area?
- Planning guidance for heating systems and energy efficiency in new builds in your area/buildings?
- Building standards and building regulations?

Key challenges

This section aims to explain the main challenges that the organisation faces in decarbonising heat and the support that the organisation needs to meet your decarbonisation targets. The challenges (i.e. barriers or key risks) can be summarised and are likely to include:

- What is the internal governance?
- Who would need to sign off on this work?
- Does the current business case process allow for carbon emissions?
- What are the challenges in decarbonising heat in your buildings?
- Are any of your buildings listed buildings?
- What options are available?
- What is the cost?
- What resources are required?
- Are partnership arrangements in place for different organisations to work together?
- Are procurement frameworks in place to enable timely delivery? Are they able to cover the technology and the scale?
- What commercial agreements for funding and finance are available beyond Salix?
- Are there public consultation exercises that are required to take place and has this been factored into the plan?
- Are there border issues that must be considered?
- Are there other environmental issues that impact on the plan?
- Are there any challenges within the supply chain for the recommended technologies?
- Installation/onsite risks

Additional Requirements

In addition to the detailed requirement set out above, the Authority also requires Mott MacDonald to complete the HDP Support Tool for all schools.

We also require Mott MacDonald to state if the school has smart meters and/ or energy management systems.

Service Levels and Key Performance Indicators (KPIs)

KPI – Scope of services must be delivered in full by 28/02/2022.

Contract Management (measuring success and review)

The Authority requires Management Information (MI) to be submitted on a bi-weekly basis. The MI should include the following details:

- Name of School
- Unique Reference Number (URN)
- Site Visit Confirmed Date
- Final Report Expected Completion Date
- Issues/ Discussion Points to Flag

The MI will allow to Authority to track the progress of the Heat Decarbonisation Plans across all SPS providers, ensuring the 200 will be complete by the end of February 2022.

A monthly contract review meeting will also be held (via Microsoft Teams).

Special licences, consents, conditions required as part of the deliverables?	N/A		
Specialist Professional Services Category (Primary)	Environment, Sustainability and Waste		
Specialist Professional Services Category (Secondary)	Heat Networks		
Commencement Date	01/12/2021		
Completion Date	28/02/2022		
Total price payable All prices to include 5% management charge Payment terms are strictly in accordance with clause 8.8 of the SPS Contract	Total: £461,160.00		
Purchase Order No			
Details of agreed expenses	N/A		
Agreed Payment schedule (Milestone schedules to be detailed below)	Payment (Milestones)		Detail: Monthly submissions
	Payment in full option		

	Other	X	
Insurance Cover required	Amount (£)		
	Public Liability	£10,000,000	
	Employers Liability	£5,000,000	
	Professional Indemnity	£1,000,000	
Any further specific requirements	Mott MacDonald SSA term amendments detailed in Appendix 2.		

Invoicing procedure

The SPS Provider shall complete and submit a Service Delivery Plan via the Technology Platform. This will initiate the Self-Billing Process once approved by the Authority or requirement owner.

Milestone reporting and Payment (Subject to agreed 'Service Delivery Plan Updates')

Description		Deliverables	Planned SDP Submission Date	Total Price
1.1	Project_3933 - School Heat Decarbonisation Plans - December 21	As set out in Specialist Professional Services section	31/12/2021	██████████
1.2	Project_3933 - School Heat Decarbonisation Plans - January 22	As set out in Specialist Professional Services section	28/01/2022	██████████
1.3	Project_3933 - School Heat Decarbonisation Plans - February 22	As set out in Specialist Professional Services section	25/02/2022	██████████
Total:				£461,160.00

Total Price	Commencement Date	Currency
£461,160.00	01/12/2021	Pounds Sterling

Acknowledgment re supervision and control of SPS Provider personnel

By signing this Work Order and agreeing to the Supplier Terms, the SPS Provider confirms for the duration of the Services provided (subject to the contractual terms governing the services to be provided):

1. The SPS Provider shall procure that its personnel do not act or operate in a manner which could be perceived in such a way as to infer that the SPS Provider's personnel are employees of the Authority;
2. The SPS Provider shall always ensure that the Authority shall not supervise or control the work being carried out by the SPS Provider's personnel;
3. The SPS Provider is free to determine the personnel it uses to provide the services; provided that all personnel meet the standards specified by the Contracting Authority (including security clearances where applicable). The Contracting Authority shall have no right to specify that a particular worker of the SPS Provider provides the services;
4. The SPS Provider shall not assume any line management responsibility for any of the Contracting Authority's employees;
5. The SPS Provider shall use their own equipment to deliver the Services, except where the provision of equipment is necessary for security purposes;
6. The SPS Provider shall determine their own place and hours of work, except where the nature of the project naturally enforces restriction e.g. attending project meetings at client site during business hours;

If at any time, either party fails to comply with the above, then the Work Order will be considered as terminated. Additionally, specific attention is drawn to the warranties and indemnities in the SSA and the Call off Contract. If either the SPS Provider or the Contracting Authority breaches these provisions, the party in default may be liable for income tax or national insurance provisions.

DATA PROTECTION SCHEDULE**1. INTERPRETATION**

In this Schedule:

'Data Controller'	Means the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the processing of personal data; where the purposes and means of processing are determined by EU or Member State laws, the controller (or the criteria for nominating the controller) may be designated by those laws.
'Data Loss Event'	Means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract
'Data Processing Schedule'	This Schedule attached and incorporated into the Contract with effect from 25th May 2018
'Data Processor'	Means a natural or legal person, public authority, agency or any other body which processes personal data on behalf of the controller whether as primary Processor and/or where it is engaged by a Data Processor as a Sub-Processor and the term "Data Processor" includes both a data Processor and a Data Sub-Processor as the context so permits and/or requires.
'Data Protection Impact Assessment'	Means an assessment by the Data Controller of the impact of the envisaged processing on the protection of Personal Data
"Data Protection Legislation"	Means the General Data Protection Regulations ('GDPR'); the Data Protection Act 2018 subject to Royal Assent and / or any other successor legislation to the GDPR or the Data Protection Act 1998; and, (iii) all applicable Law about the processing and security of personal data and privacy
'Data Protection Officer'	has the meaning given in the Data Protection Legislation?
'Data Sharing Agreement'	Means a formal agreement that documents what data is being shared and how the data can be used between the Parties

'Data Sharing Code of Practice'	Means the code of practice issued by the Information Commissioner in respect to the sharing of Personal Data.
'Data Subject Access Request'	Means 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
'Data Subject'	has the meaning given in the Data Protection Legislation.
'Personal Data'	has the meaning given in the Data Protection Legislation.
'Protective Measures'	has the meaning given in the Data Protection Legislation and 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.

2. Data Protection

- 2.1 Any Data Processor shall (and shall procure that any of its Employees involved in the provision of the Services) comply with any requirements under the Data Protection Legislation.
- 2.2 In particular and without prejudice to the generality of clause 2.1 above, where SPS Provider is acting as Data Sub-Processor for Bloom and therefore consequently on behalf of the Relevant Authority within the meaning of the Data Protection Legislation for any data provided to Bloom and/or the SPS Provider then the following provisions shall apply:
- 2.2.1 Annex 1 to this Data Processing Schedule shall apply and the only processing that the SPS Provider is authorised to do is listed in Annex 1 (as may be amended by Bloom acting on instructions of the Relevant Authority) and may not be determined by the SPS Provider.
 - 2.2.2 The SPS Provider shall notify Bloom immediately if it considers that any of the Relevant Authority's instructions infringe the Data Protection Legislation.
 - 2.2.3 The SPS Provider shall provide all reasonable assistance to Bloom and/or (if required by Bloom) directly to the Relevant Authority in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may 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.

2.2.4 The SPS Provider shall, in relation to any Personal Data processed in connection with its obligations under these terms and conditions:

- a) Process that Personal Data only in accordance with this Data Protection Schedule and Annex 1 unless the SPS Provider is required to do otherwise by Law and if it is so required, the SPS Provider shall promptly notify Bloom before processing the Personal Data unless prohibited by law;
- b) ensure that it has in place Protective Measures, which may be reviewed and approved at any time by the Relevant Authority or by Bloom on the Relevant Authority's instruction, as appropriate to protect the Personal Data 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 the SPS Provider's Personnel do not process Personal Data except in accordance with this Agreement;
- d) ensure it takes all reasonable steps to ensure the reliability and integrity of any SPS Provider's personnel or staff who have access to the Personal Data and ensure that they:
 - i. are aware of and comply with the SPS Provider's duties under this clause;
 - ii. are subject to appropriate confidentiality undertakings with the SPS Provider or any Sub-processor of the SPS Provider;
 - iii. 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 Data Controller or as otherwise permitted by this Agreement; and
 - iv. have undergone adequate training in the use, care, protection, and handling of Personal Data; and,
- e) not transfer Personal Data outside of the EU unless the prior written consent of the Data Controller has been obtained by Bloom and passed to the SPS Provider, and the following conditions are fulfilled:
 - i. the SPS Provider has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or Law Enforcement Directive Article 37) as determined by the Data Controller;
 - ii. the Data Subject has enforceable rights and effective legal remedies;

- iii. the SPS Provider 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 Data Controller in meeting its obligations); and
 - iv. the SPS Provider complies with any reasonable instructions of the Data Controller notified to it in advance by Bloom and/or the Data Controller with respect to the processing of the Personal Data.
- 2.2.5 At the written direction of the Data Controller communicated to the SPS Provider by Bloom, delete or return Personal Data (and any copies of it) to Bloom or the Data Controller on termination of the SSA unless the SPS Provider is required by law to retain the Personal Data.
- 2.2.6 The SPS Provider shall notify Bloom immediately such that Bloom is able to immediately notify the Data Controller 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;
 - 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 Contract
 - 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.
- 2.2.7 The SPS Provider's obligation to notify under clause 2.2.6 shall include the provision of further information via Bloom to the Data Controller in phases as details become available.
- 2.2.8 Taking into account the nature of the processing, the SPS Provider shall provide full assistance to Bloom and/or directly to the Data Controller in relation to either of their respective obligations under Data Protection Legislation and any complaint, communication or request made under such legislation (and insofar as possible within the timescales reasonably required by the Data Controller) including by promptly providing:
 - a) Bloom and, where instructed to do so, Data Controller, with full details and copies of the complaint, communication or request;
 - b) such assistance as is reasonably requested by Bloom or by the Data Controller acting via Bloom to enable the Data Controller to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - c) the Data Controller, at its request, with any Personal Data it holds in relation to a Data Subject which has been passed directly to the SPS Provider by the Relevant Authority by Bloom on behalf of the Relevant Authority;
 - d) assistance as requested by Bloom and/or by the Data Controller acting via Bloom, following any Data Loss Event; and
 - e) assistance as requested by the Data Controller and/or Bloom with respect to any request from the Information Commissioner's

Office, or any consultation with the Information Commissioner's Office.

- 2.2.9 The SPS Provider shall maintain complete and accurate records and information to demonstrate its compliance with this clause 2.4.
- 2.2.10 The SPS Provider shall allow for audits of its Data Processing activity by Bloom and/or the Data Controller or the Data Controller's designated auditor.
- 2.2.11 The SPS Provider shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 2.2.12 Before allowing any Sub-processor to process any Personal Data the SPS Provider must:
 - a) notify Bloom and the Data Controller in writing of the intended Sub-processor and processing;
 - b) obtain the written consent of the Data Controller, obtained via Bloom;
 - c) enter into written terms with the Sub-processor which give effect to the terms set out in these terms between Bloom and SPS Provider such that they apply to the Sub-processor; and
 - d) provide the Data Controller with such information regarding the Sub-processor as the Data Controller and/or Bloom may reasonably require.
- 2.2.13 The SPS Provider shall remain fully liable for all acts or omissions of any its appointed Sub-processors.
- 2.2.14 The Data Controller may, at any time on not less than 30 working days' notice, require Bloom to revise any part of this clause 2 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).
- 2.2.15 Both Bloom and SPS Provider agree to take account of any guidance issued by the Information Commissioner's Office.
- 2.2.16 The Data Controller may on not less than 30 Working Days' notice to the Bloom require the amendment of these terms to ensure that it complies with any guidance issued by the Information Commissioner's Office.

ANNEX 1

- 1. The Contractor shall comply with any further written instructions with respect to processing by the Data Controller.
- 2. Any such further instructions shall be incorporated into this Schedule and this Schedule may be amended at any time during the Term by agreement in writing between the Data Controller and the Contractor to ensure that the description and detail set out in this Schedule with regard to the processing of personal data reflects

the arrangements between the Parties, is accurate and is compliant against the Data Protection Legislation.

No	Description	Details
1	Subject matter of the processing	The processing of personal data in relation to the obligations of the SPS Provider as the supplier under the contract for Specialist Professional Services.
2	Duration of the processing	The data will be provided for the duration of the Project covering for the provision of specialist professional services. The contract expires on the project end date at which time the information will be reviewed.
3	Nature and purposes of the processing	The nature of the processing includes the collection, recording, organisation storage, retrieval, use, disclosure by transmission, dissemination or otherwise making available, erasure or destruction of data (whether by automated means). The purpose of the processing is the fulfillment of the SPS Providers obligations arising under the Work Order for the provision of specialist professional services and to ensure effective communication between the SPS Provider and the Authority.
4	Type of Personal Data	For the purposes of the contract, the Authority will disclose the following information directly to the SPS Provider: Contact details for individuals concerned with the management of the Work Order - First names of authority staff - Last names of authority staff - Email addresses of authority staff - Contact telephone numbers of authority staff - Job title of authority staff Contact details for individuals concerned with specific projects under the Work Order - First names of school contact - Last names of school contact - Email addresses of school contact - Contact telephone number of school contact - Job title of school contact
5	Categories of Data Subject	Personal data relating to the Authorities staff and School staff (including temporary or agency staff) concerned with the work order.

6	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	At the end of the contract or in the event of equipment failure or obsolescence, all Departmental information and data, in either hardcopy or electronic format, that is physically held or logically stored on the Contractor's ICT infrastructure must be securely sanitised or destroyed and accounted for in accordance with the current HMG policy using a NCSC approved product or method.
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ANNEX 2

1. This Annex lists the sub-processors that the Data Controller has authorised the Contractor to use in accordance with clause 18.3 of the Data Protection Schedule.
2. The Data Controller may, at any time and upon such notice as is reasonable in the circumstances, withdraw its approval in relation to any or all sub-processors listed within this Annex and upon such withdrawal the Contractor must immediately cease using that sub-processor.
3. If the Contractor wishes to propose a new sub-processor for approval, it must provide written notice to the Data Controller detailing the identity of the proposed sub-processor, the nature of the sub-processing and confirmation that a written contract in relation to the sub-processing is in place between the Contractor and the sub-processor. The Data Controller must not unreasonably refuse or delay approval.
4. The Data Controller may at any time and upon reasonable notice request copies of the contracts between the Contractor and its approved sub-processors in relation to the sub-processing.

Sub-contractor details: (name, address and company registration number)	Nature of sub-processing:	Commencement date and term of contract between Contractor and Sub-processor:
N/A	N/A	N/A

Appendix 1: HDP Allocation:

School Name	Phase	Number of Blocks	School Size	Winning Supplier
St John Fisher Catholic College	Secondary	9	Extra Large	Mott McDonald

Montgomery Primary Academy	Primary	7	Extra Large	Mott McDonald
Cirencester Kingshill School	Secondary	8	Extra Large	Mott McDonald
Larwood School	Not applicable	2	Medium	Mott McDonald
Filton Hill Primary School	Primary	2	Medium	Mott McDonald
The Bridge School	Not applicable	1	Small	Mott McDonald
Alde Valley Academy	Secondary	3	Medium Extra	Mott McDonald
Denmark Road High School	Secondary	9	Large Extra	Mott McDonald
King James Academy Royston	All-through	23	Large Extra	Mott McDonald
Our Lady and St Chad Catholic Academy	Secondary	8	Large	Mott McDonald
Guilden Morden CofE Primary Academy	Primary	2	Medium Extra	Mott McDonald
Sir John Lawes School	Secondary	9	Large	Mott McDonald
Anglesey Primary Academy	Primary	3	Medium	Mott McDonald
Percy Shurmer Academy	Primary	2	Medium	Mott McDonald
St Joseph's RC Primary School	Primary	2	Medium Extra	Mott McDonald
Abbot Beyne School	Secondary	9	Large Extra	Mott McDonald
Northwick Park Primary and Nursery Academy	Primary	17	Large	Mott McDonald
Glenthorne Community Primary School	Primary	4	Large	Mott McDonald
Chancel Primary School	Primary	1	Small	Mott McDonald
Whinfield Primary School	Primary	1	Small	Mott McDonald
St Mary's CE Primary School	Primary	4	Large	Mott McDonald
Gotherington Primary School	Primary	4	Large	Mott McDonald
Whitchurch CE Infant & Nursery Academy	Primary	2	Medium Extra	Mott McDonald
Abbey Hill Academy	Not applicable	7	Large	Mott McDonald
Westlands Academy	Not applicable	2	Medium	Mott McDonald
Mo Mowlam	Not applicable	2	Medium	Mott McDonald

Putteridge Primary School	Primary	4	Large	Mott
Prince Henry's High School	Secondary	17	Extra	McDonald
Bickleigh-on-Exe Primary School	Primary	2	Large	Mott
St Marie's Catholic Primary School & Nursery	Primary	2	Medium	McDonald
Caldecote CE Academy	Primary	5	Large	Mott
Edith Cavell Primary School	Primary	1	Small	McDonald
Birchfield Community School	Primary	13	Extra	Mott
Harbertonford CofE Primary School	Primary	7	Large	McDonald
Brays School	Not applicable	1	Small	Mott
Tennyson Road Primary School	Primary	5	Large	McDonald
Springwood High School	Primary	6	Extra	Mott
Blue Coat CofE Academy	Secondary	7	Large	McDonald
Hamworthy Park Junior and Twin Sails infant and nursery schools	Secondary	13	Extra	Mott
St Teresa's Catholic (A) Primary School	Primary	13	Large	McDonald
The Weston Road Academy	Primary	4	Large	Mott
Katherines Primary Academy	Secondary	1	Small	McDonald
Jerounds Primary Academy	Primary	7	Extra	Mott
Carmel College	Primary	2	Large	McDonald
Caldicotes Primary Academy	Secondary	10	Large	Mott
The Thomas Coram CE School	Primary	6	Extra	McDonald
St William's Trimdon	Primary	8	Large	Mott
Valley Primary Academy	Primary	4	Large	McDonald
Henderson Green Primary School	Primary	2	Medium	Mott
Parklea Primary School	Primary	2	Medium	McDonald
Moorgate Primary Academy	Primary	1	Small	Mott
				McDonald

Canford Heath Junior School	Primary	3	Medium	Mott McDonald
Toddington St George Church of England School	Primary	3	Medium	Mott McDonald
St Botolph's Church of England Primary School	Primary	2	Medium	Mott McDonald
Malmesbury Park Primary School	Primary	9	Large	Extra McDonald
Breckland School	Secondary	7	Large	Extra McDonald
Farringdon Academy	Primary	3	Medium	Mott McDonald
Eppleton Academy Primary School	Primary	2	Medium	Extra McDonald
Priory Community School	Secondary	11	Large	Extra McDonald
Whickham School	Secondary	23	Large	Extra McDonald
Holsworthy College	Secondary	16	Large	Extra McDonald
St Joseph's Newton Aycliffe	Primary	1	Small	Mott McDonald
The Cedars Academy	Not applicable	6	Large	Extra McDonald
St Edmund's Girls' School	Secondary	11	Large	Mott McDonald
The Castle School	Secondary	5	Large	Mott McDonald

Appendix 2: Mott MacDonald SSA amendments:

Proposed contract amendments

The section below headed "DEVIATIONS" is a set of deviations from the terms of the Agreement. Mott MacDonald's Proposal to the Relevant Authority is made conditional on the acceptance by the Relevant Authority of the inclusion of these changes in the relevant Work Order.

In relation to re-worded Clauses:

- Insertions are shown as blue underline.
- Deletions are shown as ~~red strikethrough~~.

DEVIATIONS

The following provisions are to be included under "Special conditions governing the provision of the Specialist Professional Services (e.g. NEC3 contract terms)" of Schedule 1 – Work Order of the Agreement.

SERVICES SUPPLY AGREEMENT

Re-word Clause 13.7 to read:

13.7 Subject to Clause 13.4, any proposed cap or restriction on the SPS Provider's liability shall be subject to agreement with the Relevant Authority and confirmed in the relevant Work Order. - For the purpose of this Work Order or any related document and whether the cause of action for any claim arises under or in connection with this Work Order in contract or in tort, in negligence or for breach of statutory duty or otherwise, in relation to any and all causes of action as aforesaid the total liability of the SPS Provider in the aggregate of all claims in relation to this Work Order shall be limited to the lesser of a sum equivalent to ten (10) times the fee payable under such Work Order or £1,000,000 (one million pounds).

Re-word Clause 14.1 to read:

14.1. The SPS Provider shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance providing as a minimum the following levels of cover:

14.1.1. public liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) (Indexed) in relation to any one ~~claim or series of claims~~ occurrence or all occurrences of a series consequent on or attributable to one source or original cause;

14.1.2. employer's liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) (Indexed) or in accordance with any legal requirement for the time being in force in relation to any one ~~claim or series of claims~~ occurrence or all occurrences of a series consequent on or attributable to one source or original cause;

14.1.3. professional indemnity insurance with a limit of indemnity of not less than one million pounds (£1,000,000) (Indexed) in relation to any one claim or series of claims arising out of or attributable to the same originating cause; and

14.1.4. such other insurance as required by BLOOM from time to time, which for the avoidance of doubt, may include cyber insurance.

(Required Insurances) or such other amounts detailed in a Work Order. The cover shall be in respect of all risks which may be incurred by the SPS Provider, arising out of the SPS Provider's performance of the Specialist Professional Services. Such ~~policies~~ professional indemnity insurance policy shall include cover in respect of ~~any~~ financial loss ~~arising~~ caused or contributed to by from any negligent advice given or omitted to be given by the SPS Provider.

Re-word Clause 14.2 to read:

14.2 The SPS Provider shall give BLOOM, on request, copies of brokers' certificates for all insurance policies referred to in this clause, ~~in the event the SPS Provider is unable to provide a copy of an insurance policy due to confidential reasons the SPS Provider shall provide a broker's verification of insurance~~ to demonstrate that the Required Insurances are in place, ~~together with receipts or other evidence of payment of the latest premiums due under those policies.~~

Delete Clause 14.3 in its entirety and replace with:

"Not used".

Re-word Clause 17.3 to read:

17.3. On or before the date of termination of this Agreement, the SPS Provider shall ensure that all documents and/or computer records in its possession, custody or control which relate to personal information of any Authority's employees, rate-payers or service users, are delivered up to that Authority or securely destroyed. Subject always to a duty of confidentiality, the SPS Provider shall be entitled to retain copies of such information or materials as may be required for legal, insurance or regulatory compliance.

Insert a new Clause 17.5 to read:

17.5 The SPS Provider's obligations under this clause 17 shall continue for a period of three (3) years from the date of disclosure of such Confidential Information.

APPENDIX 2 – SPS PROVIDER WARRANTY

Re-word Clause 5.4 to read:

5.4. undertaking unconditionally to the SPS Provider to discharge all payments which remain due and may subsequently become due to the SPS Provider under the terms of the Appointment.

Re-word Clause 6.1 to read:

6.1. The SPS Provider grants and agrees to grant to the Beneficiary an irrevocable, royaltyfree, non-exclusive licence to use and reproduce all designs, drawings, models, plans, specifications, design details, calculations, photographs, brochures, reports, notes of meetings, CAD materials and any other materials provided by the SPS Provider in connection with the SPS Project (whether in existence or to be made) ("Documents") and all amendments and additions to them and any works, designs, designs or inventions of the SPS Provider incorporated or referred to therein for all purposes related to the SPS Project, such licence carrying the right to grant sub-licences and to be transferable without the prior consent of the SPS Provider, where the SPS Provider is the owner of such Documents.

Re-word Clause 7.1 to read:

7.1 The SPS Provider shall take out and maintain professional indemnity insurance with reputable insurers carrying on business in the European Union in the sum of [£ million] in respect of each any one claim or series of claims arising out of one event ~~in the aggregate amount for any one period of insurance~~ or attributable to the same originating cause for a period of not less than [6] years from the date of completion of the SPS Project provided that such insurance is available at reasonable commercial rates and terms save that such rates and terms shall not be deemed to be unreasonable if occasioned by the SPS Provider's own claims record.

Re-word Clause 12.2 to read:

12.2. The SPS Provider shall be entitled in any action or proceedings brought by the

Beneficiary under this Agreement to rely on any limitation [or exclusion](#) in the Appointment and to raise equivalent rights in defence of liability (but excluding set-offs and counterclaims) as would have been available to the SPS Provider had the Beneficiary been the client under the Appointment [in place of Bloom](#).

Signature Area

(The Signature Area will be formatted with signature placeholders automatically at the beginning of the signature process)

Signature Area

Organisation Name:
Bloom

Role/Title:
COO

Name:
[Redacted]

Signature: [Redacted]

Organisation Name:
Mott MacDonald

Role/Title:
Director

Name:
[Redacted]

Signature: [Redacted]