



Department  
for Environment  
Food & Rural Affairs

## Contract document PSC 3<sup>rd</sup> Ed.

### **Contract for:** **33649 - Design for** **Ashton Down** **Security Upgrade** Project Ref:33649

### **Non Returnable Documents**

Contents  
Contract data  
Scope

Prepared by: [REDACTED]

Date: 5/8/21

Version: 02

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



Section 1 - Document summary and contents

<b>Document summary</b>			
	<b>Section</b>	<b>Title</b>	<b>Description</b>
<b>Non-Returnable Documents</b>	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.
<b>Returnable Documents</b>	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 .
	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:

**APPENDIX 1: GENERAL DATA PROTECTION REGULATION (GDPR) REQUIREMENTS**

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



## Data provided by the *Employer*

<b>Contract for Design, Project Management &amp; Cost Consultancy Services for Ashton Down Security Upgrade</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.
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:	Sectional completion (N/A)
X6:	Not used
X7:	Delay Damages (N/A)
X8:	Collateral warranty agreements (N/A)
X9:	Transfer of rights
X10:	Not used
X11:	Termination by the <i>Employer</i>
X12:	Not used
X13:	Performance bond (N/A)
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
•	<b>The services are:</b> <ul style="list-style-type: none"> <li>• Design, project management and QS services to support Defra's Security upgrade works at Aston Down site</li> </ul>
•	The <i>Employer</i> is Defra Group Build
	<i>Employer's project manager:</i> ██████████



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Food & Rural Affairs

- The *Adjudicator* is, the person appointed by the *Adjudicator nominating body*.
- The referring Party pays the administrative charge made by the *Adjudicator nominating body*.
- The Scope is in Section 3 of this Contract document.
- The *law of this contract* is the law of England, subject to the jurisdiction of the English Courts.
- The *language of this contract* is English.
- The *period for reply* to a communication is 2 weeks.
- The *period for retention* of documents is 6 years following Completion or earlier termination.
- The *Adjudicator nominating body* is the Institution of Civil Engineers
- The *tribunal* is litigation in the courts.

**2. The Parties main responsibilities**

- The *Employer* provides access to the following people, places and things.

Access to	<i>access date</i>
Defra Build project team	05/08/21
Aston Down FM team	05/08/21
Aston Down Site	05/08/21
ANIMAL PLANT HEALTH AGENCY Aston Down Frampton Mansell STROUD GL6 8GA	

- The *Consultant* prepares forecasts of total *expenses* for the *services* at intervals no longer than 4 weeks.

**3. Time**

- The *starting date* is 05.08.21
  - The *completion date* for the whole of the *services* is 31.03.22
  - The *completion date* for each Section of the *services* is N/A
- | Section | Description | Amount | Completion Date |
|---------|-------------|--------|-----------------|
|         |             |        |                 |
- The *Consultant* submits revised programmes at intervals no longer than 4 weeks.



- The *key dates and conditions* to be met are N/A

Section	Description	Completion date
---------	-------------	-----------------

#### 4. Quality

- The quality policy statement and quality plan are provided within 4 weeks of the *starting date*, if not previously provided by the *Consultant*.
- The *defects date* is 52 weeks after Completion of the whole of the *services*.

#### 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: [REDACTED]

- [REDACTED]
- 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



Department  
for Environment  
Food & Rural Affairs

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
<ul style="list-style-type: none"> <li>• The <i>Employer</i> provides the following insurances – None.</li> <li>• The <i>Consultant's</i> liability to the <i>Employer</i> 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.</li> </ul>		
<p><b>9. Disputes and termination</b></p> <p>There is no Contract Data required under this heading</p>		
<p><b>10. Option Z: The <i>additional conditions of contract</i> are:</b></p>		
Z 1	Not Used	
Z2	<p>The text of Cl 18 Prevention is deleted.</p> <p>Delete the text of Cl 60.1(11) and replaced by:</p> <p>The services are affected by any of the following events</p> <ul style="list-style-type: none"> <li>• War, civil war, rebellion, revolution, insurrection, military or usurped power;</li> <li>• Strikes, riots and civil commotion not confined to the employees of the Consultant and sub consultants,</li> <li>• Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel,</li> <li>• Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device,</li> <li>• Natural disaster,</li> <li>• Fire and explosion,</li> <li>• Impact by aircraft or other aerial device or thing dropped from them.</li> </ul>	
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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Food & Rural Affairs

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;

- Provide design, cost consultancy, tender production and review, contract management with principle contractor and other associated services as required by the Defra PM in relation to the Aston Down Security upgrade works (replacement outer and inner gates, replacement pedestrian gates and associated works to combine with replacement gatehouse, new services and upgraded CCTV and upgraded floodlighting)

#### **General**

The *Consultant* shall;

- Issue instructions, as agreed with the *Employer*, to the Architect and Contractor in accordance with the terms of their Appointments.
- Agree project reporting requirements and recording procedures with the *Employer*, Subconsultants *and Suppliers*. Implement agreed procedures accordingly.
- Monitor the performance of and challenge the Subconsultants *and Suppliers* to ensure delivery remains in line with project expectations and agreed levels of performance and / or deliverables. Report to the *Employer*.
- Prepare and maintain the programme for the design, procurement and works. Monitor actual against planned progress. Report to the *Employer*.
- Prepare regular/monthly quality, progress and cost reports. Advise the *Employer* of any decisions required.



## Reporting

### The *Consultant* shall;

- Present at design steering groups meetings

## Compliance

### The *Consultant* shall;

- Comply with the CDM Regulations 2015 insofar as they relate to this Appointment.
- Visit the Site and carry out initial inspections. Advise the *Employer* on areas of concern.
- Participate in an assessment of project risk as part of wider obligations to reduce and mitigate *Employer* residual risk.
- Monitor and assess the impact of all design activities on existing Building Regulations – including Part B, Part L and Part M.
- 
- **Design**

### The *Consultant* shall;

- Establish a structure and procedure for quality management. Establish review, approval, variation and reporting procedures. Prepare recommendations for Employer approval.
- Determine a structure and procedure for cost management. Establish review, approval, variation and reporting procedures. Prepare recommendations for approval.
- Use of all Employer guidelines attached Defra design standards as appropriate.
- One Workplace Design: Our Property
- Two Workplace Design: Our Approach to Workplaces
- Three Workplace Design: Design Guide



WDG Design Guide  
- V1.2 04-01-2019.pc



WDG Our



WDG Our Property  
- V1.2 04-01-2019.pc

- Define the responsibilities of and deliverables required of Subconsultants.
- Prepare a scheme design and report summarising the project design, cost, programme and risk register. Establish review, approval, variation and reporting procedures. Prepare recommendations for approval.



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## **Contract document** PSC 3<sup>rd</sup> Ed.

**Contract for:**  
**Design for Aston**  
**Down Security**  
**Upgrade**

**Project Ref:**  
33649

### **Returnable Documents**

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

Prepared by:  
Date:  
Version: 01



Section 4 - Document summary and contents

<b>Document summary</b>			
	<b>Section</b>	<b>Title</b>	<b>Description</b>
<b>Non-Returnable Documents</b>	1	Document summary and contents list	A guide to the documents and 'tendering' arrangements.
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	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.



## 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	[REDACTED]	Name key people to be working on the contract  However please state here details of any special qualifications or experience relevant to these <i>key jobs</i>
	Job	[REDACTED]	
	[REDACTED]	[REDACTED]	
	[REDACTED]	[REDACTED]	
2	Name	[REDACTED]	Add more <i>key persons</i> following the two shown here if needed
	Job	[REDACTED] r	
	Responsibilities	[REDACTED]	
	[REDACTED]	[REDACTED]	
	Experience	[REDACTED] n commercial projects for EA and Defra	
<ul style="list-style-type: none"> <li>The <i>staff</i> rates are as follows;</li> </ul>			
<ul style="list-style-type: none"> <li>The <i>Consultant</i> is to submit a first programme for acceptance within 4 weeks of the Contract Date</li> <li>Commencing of the project date; insert here</li> </ul>		This will always be included – 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.	



• The *activity schedule* is in Section 6, Pricing Data

Only include and complete if an '*activity schedule*' is used (Options A or C only).

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

**Section 6.1**  
**Pricing Data**

## 6.1 Activity schedule

<b>The services</b>	
<b>Contract Number</b>	<b>33649 Ashton Down Security upgrade</b>

Stage Activity Code	Description	Lump sum prices for activities £
	See over	
Stage 1	Survey, Feasibility and Budget Costings	
	<ul style="list-style-type: none"> <li>• Site visit with services engineer to review existing gates and associated services</li> <li>• Review client requirements and options for vehicle and pedestrian gates</li> <li>• Prepare single combined feasibility drawing for security improvements to pick up replacement modular gatehouse, replacement gates, fencing, CCTV, lighting etc</li> <li>• Alter design to reflect incorporation of X Ray unit into gatehouse with separate entrance</li> <li>• Provide budget costs for recommendations and seek client sign off.</li> <li>• Prepare programme of works</li> </ul>	██████████
Stage 2	Planning Approval	
	<ul style="list-style-type: none"> <li>• Planning permission for replacement gatehouse has already been submitted</li> <li>• Review gate proposals in conjunction with planning consultant and prepare planning drawings for replacement gates (assuming these will be acceptable under permitted development rules to seek lawful development consent)</li> </ul>	£██████████



Stage Activity Code	Description	Lump sum prices for activities £
	<ul style="list-style-type: none"> <li>• Liaise with planning consultant during planning process.</li> <li>• If full planning application is required and further drawings or details required by planning consultant then this will be charged out at additional cost.</li> </ul>	
Stage 3	Develop Design / Building Control / Tenders	
	<ul style="list-style-type: none"> <li>• Develop drawings and designs for additional gate works and incorporate into replacement gatehouse and associated CCTV and lighting scheme.</li> <li>• Incorporate upgrading of front door with access control and maglocks</li> <li>• Arrange quotation for GPR survey of utilities and mark up in areas of proposed works</li> <li>• Seek building control quotation and prepare and submit building control application to approved private inspector</li> <li>• Agree client requirements, specifications, extent and quality of work</li> <li>• Preparation of detailed tender drawings along with workmanship section and M &amp; E package to incorporate all aspects of the scheme ie replacement gatehouse, fencing alterations, CCTV, drainage, utilities, lighting, new gates etc within a single package of works.</li> <li>• Preparation of activity schedule and works information package for full scheme. To tender via Mitre framework contractor</li> <li>• Provide Design RA and liaise with client Principal designer.</li> <li>• Deal with any tender queries with regards the specification</li> <li>• Tender review and make recommendations</li> <li>• <b>Procurement process by client via DEFRA Framework let to Mitie(Facilities management) Ltd. Any IT works commissioned separately by DEFRA</b></li> </ul>	£ [REDACTED]
Stage 4	Project Management, Contract administration and site monitoring	



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Stage Activity Code	Description	Lump sum prices for activities £
	<ul style="list-style-type: none"> <li>• Advise on errors, omissions, exclusions, qualifications and inconsistencies between the employers requirements and the tenders;</li> <li>• Arrange and chair pre contract site meeting;</li> <li>• Advise on the proposed construction programme and construction methodology;</li> <li>• Establish review, approval, variation and reporting procedures;</li> <li>• Review and advise on the proposed designs and construction methods and build quality;</li> <li>• Sign off of proposed designs at relevant stages on behalf of client and agree prior to sign off;</li> <li>• Attend and chair 1 no formal site meeting per month (max 4 no) inc. recording and circulation of minutes for duration of contracts;</li> <li>• Advise on quality, cost and programme effect of variations prior to the issue of instructions under the build contracts;</li> <li>• Issue of interim and final certification including checking on site of valuations;</li> <li>• Obtain progress reports from the contractor;</li> <li>• Inspect and monitor works on site including checking quality and progress (maximum 4no no site visits);</li> <li>• Liaise with the contractor and resolve queries as required;</li> <li>• Report formally on a monthly basis regarding progress, the works, technical and quality issues;</li> <li>• Coordinate completion and hand over, including identification and ensuring completion of "snagging" and handover of necessary handover files and health and safety file at practical completion;</li> <li>• Inspect works at end of rectification period (assume 12 months) and ensure rectification works are undertaken to achieve sign off;</li> </ul>	<p>██████████ plus VAT</p>
TOTAL	<p>Total Lump Sum Fee (Stages 1-4)</p> <p>Subsequent site visits to be charged at a lump sum fee of £760.00 per visit plus VAT</p>	<p>£24,460.00 plus VAT</p>

Signature

██████████

Date

11<sup>th</sup> August 2021



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

Person's name*	Job title & grade	Rate	Normal office location
)	Project Manager grade		
<b>Other resources</b>			<b>Unit</b>
<b>Expenses</b>			<b>Unit</b>
Sub-total			
Total cost			
Total forecast			



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

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

[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]

[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]

[Redacted]

[Redacted] [Redacted] [Redacted]

[Redacted]

[Redacted]

Position Partner

*Consultant*



<b>Proposed Sub consultants</b> PSC 3 <sup>rd</sup> Ed.	<b>Consultant's schedule: 7.1</b>
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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.					
2.					
3.					
4.					



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

**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:**



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

**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.



**Health and Safety**

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

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

Empty rectangular box for content.



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

**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.



Department  
for Environment  
Food & Rural Affairs

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

**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 (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



**Department  
for Environment  
Food & Rural Affairs**

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

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;



**Department  
for Environment  
Food & Rural Affairs**

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

(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.



**Department  
for Environment  
Food & Rural Affairs**

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

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.



Department  
for Environment  
Food & Rural Affairs

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

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.