



National Highways Limited

Scheme Delivery Framework (SDF)

Contract Data - Part 1

CONTENTS AMENDMENT SHEET RE CONTRACT DATA

Amend No	Revision No.	Amendments	Initials	Date
0	0	Contract Issue	AJP	Sept 21

Contract Data Part 1 (Framework)

PART ONE – DATA PROVIDED BY THE *CLIENT*

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

The Data which will apply to all work under the Framework Contract

The *conditions of contract* are the core clauses of the NEC4 Framework Contract June 2017 and any *additional conditions of contract*.

The *Client* is

National Highways Limited, a company incorporated in and in accordance with the laws of England, having as its registered number (company No. 09346363) whose registered office is at:

Address for communications

Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ

Address for electronic communications

info@highwaysengland.co.uk

The *Client Representative* is

as stated in the document entitled “Sublot Details” in [Appendix 2](#)

Address for communications

is as stated in the document entitled “Sublot Details” in [Appendix 2](#)

Address for electronic communications

is as stated in the document entitled “Sublot Details” in [Appendix 2](#)

The contact details of the *Client's* Data Protection Officer is:

As stated in the Framework Information

The Framework Information is in

The document entitled "SDF Framework Information"

The *framework scope* is in

The Framework Information

The *selection procedure* is in

The Framework Information

The *quotation procedure* is in

The Framework Information

The *end date* is

312 weeks after the Framework Contract Date

The *period for reply* to a *Supplier's* quotation is

Two weeks

The *additional conditions* of *contract* are

as detailed in the "SDF Z Clauses (Framework)" in this document

The *quality table* is in

The document entitled "Framework Information – [Appendix 4 Quality Management](#)"

The Data which will apply to all Work Orders is

The *Adjudicator* is

Name the person chosen by the Parties from an agreed list of Adjudicators published by the Institution of Civil Engineers

Address for to be confirmed
communications

Address for to be confirmed
electronic
communications

The *Adjudicator* nominating body is The Institution of Civil Engineers

The *currency of the contract* is the

pound sterling (£)

The *interest rate* is, (unless the provisions of the Late Payment of Commercial Debts (Interest) Act 1998 otherwise require) is 3 % per annum (not less than 2) above the

base

rate
of
the

Bank of England

in force from time to time

and:

Lots 1 - 11

In the document entitled "ECC Contract Data"

Lot 12

In the document entitled "PSC Contract Data"

Z Clauses (Framework)

These are the *additional conditions of contract* referred to in the Framework Contract.

Z Clauses (Framework) Contents	
Number	Title
Z1	Changes to the Conditions of Contract
Z2	Interpretation
Z3	Recovery of Sums due from Supplier
Z4	Assignment and transfer
Z5	Confidentiality
Z6	Adjudication
Z7	Termination: Public Contract Regulations 2015
Z9	Change of Control and financial distress
Z10	Joint Ventures
Z11	Parent Company Guarantee
Z12	Discrimination, Bullying and Harassment
Z13	Intellectual Property Rights
Z14	Project Bank Account
Z15	Tax Non-Compliance
Z19	Conflict of Interest
Z52	Transfer of Undertakings (Protection of Employment) Regulations (TUPE)
Z109	Changes to Framework Information
Z110	Package Order/Work Order
Z111	Incentivisation

Clause Z1 **Changes to the Conditions of Contract**

Z1 **11** **Identified and defined terms**

Z1.1 In clause 11.1 insert at the end of the sentence “Additional defined terms referred to in Framework Contract are detailed in the ECC Z Clauses or PSC Z Clauses and in the Framework Information – [Appendix 1](#).”

In clause 11.2(4) delete the definition of “Time Charge Order”

Z1.2 In addition to the definitions stated in the Framework Information, [Appendix 1](#), the following additional definitions apply to the Framework Contract and any Work Order:

- (6) Associated Company is
 - a Consortium Member or
 - any company, corporation, partnership, joint venture or other entity which directly or indirectly Controls, is under the Control of or is under common Control with the *Supplier* or a Consortium Member.
- (7) Change of Control is an event where any single person, or group of persons acting in concert, acquires Control of the *Supplier* or a Consortium Member or acquires a direct or indirect interest in the relevant share capital of the *Supplier* or a Consortium Member, as a result of which that person or group of persons holds or controls the largest direct or indirect interest in (and in any event more than 25% of) the relevant share capital of the *Supplier* or a Consortium Member.
- (8) Consortium Member is an organisation which is a member of the group of economic operators comprising the *Supplier*, whether as a participant in a non-integrated joint venture or a shareholder in a joint venture company.
- (9) Contract Dispute is a dispute between the Parties under or in connection with the Framework Contract or any Work Order.
- (10) Control has the meaning set out in section 1124 of the Corporation Tax Act 2010.
- (11) Controller is the single person (or group of persons acting in concert) that
 - has Control of the *Supplier* or a Consortium Member or
 - holds or controls the largest direct or indirect interest in the relevant share capital of the *Supplier* or a Consortium Member.
- (12) Credit Rating is the credit rating or any revised long term credit rating issued by a rating agency accepted by the *Client* in respect of the *Supplier*, a Consortium Member or any Guarantor

- (13) DOTAS are the Disclosure of Tax Avoidance Schemes rules contained in Part 7 of the Finance Act 2004 and in secondary legislation made pursuant to it, as extended to National Insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012 (SI 2012/1868).
- (14) Financial Standing Test is the financial test for the *Supplier*, a Consortium Member or a proposed guarantor used in the tender stage of the competition for the Framework Contract.
- (15) General Anti-Abuse Rule is
- the legislation in Part 5 of the Finance Act 2013 and
 - any future legislation introduced to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions.
- (16) Government is Her Majesty's Government of the United Kingdom.
- (17) Guarantor is a person who has given a Parent Company Guarantee to the *Client*.
- (18) Halifax Abuse Principle is the principle explained in the CJEU case C-255/02 Halifax and others.
- (19) Intellectual Property Rights or IPRs are copyright and related rights, database rights, design rights, patents, inventions, trade marks (and goodwill attaching to those trade marks), domain names, applications for and the right to apply for any of the foregoing, moral rights, confidential information and any other intellectual or industrial property rights, whether or not registered or capable of registration, whether subsisting now or in future in any part of the world.
- (20) Parent Company Guarantee is a parent company guarantee of the *Supplier's* performance in the form set out in the Framework Information.
- (21) Performance Requirement is the required standard for performance of each element of the *work* or *service* to be carried out under any Work Order as specified in the Scope.
- (22) Procedure has the meaning given to it in ISO 9000.
- (23) Process has the meaning given to it in ISO 9000.
- (24) Quotation Information is the *quotation information* unless later changed in accordance with the contract.
- (25) Related Dispute is a dispute under or in connection with a contract with Others relating to the Site.
- (26) Related Dispute Adjudicator is an adjudicator appointed to determine a Related Dispute.
- (27) Relevant Tax Authority is HM Revenue & Customs or, if the *Supplier* is established in another jurisdiction, the tax authority in that jurisdiction.

(28) RIDDOR Incident is an incident occurring under any contract between

- The *Supplier* or an Associated Company and
- The *Client* or any other person

Which results in death or serious injury to any worker or non-worker and for which the *Supplier* is responsible under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (or any replacement of it).

(29) The Secretary of State is the Secretary of State for Transport

(30) Subcontractor is a person or organisation who has a contract with the *Supplier* to provide works or services or to supply plant, materials or equipment necessary for performance of the *Supplier's* obligations under any Work Order.

(31) Tax Non-Compliance is where a tax return submitted by the *Supplier* to a Relevant Tax Authority on or after 1 October 2012

- is found on or after 1 April 2013 to be incorrect as a result of
 - a Relevant Tax Authority successfully challenging the *Supplier* under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rule or legislation with similar effect or
 - the failure of an avoidance scheme in which the *Supplier* was involved which was (or should have been) notified to a Relevant Tax Authority under the DOTAS or a similar regime or
- gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax-related offences which is not spent at the Contract Date or to a civil penalty for fraud or evasion.

Amend the following terms:

Clause 20.3 Delete “or Time Charge Order”

Clause 22: Delete and insert “Not used”

Clause 30.1 Delete “Time Charge Order or” in the first bullet and delete “Time Charge Orders and” in the second bullet.

Clause 90.2 Delete “Time Charge Order or” in the first bullet and delete “Time Charge Orders and” in the second bullet.

Clause Z2	Interpretation
Z2.1	<p>In the Framework Contract or any Work Order, except where the context shows otherwise</p> <ul style="list-style-type: none"> • references to a document include any revision made to it in accordance with the Framework Contract and any Work Order,

- references to a statute or statutory instrument include any amendment or re-enactment of it from time to time and any subordinate legislation or code of practice made under it,
- references to a British, European or International standard include any current relevant standard that replaces it,
- references to persons or organisations include bodies corporate, unincorporated associations, partnerships and any other legal entity and
- the words “includes” or “including” are construed without limitation.

Z2.2 For the purpose of any Work Order, a reference to *Supplier* shall be read and construed as

- the *Contractor* in relation to *work*, or
- the *Consultant* in relation to the *service*.

Clause Z3 Recovery of sums due from *Supplier*

Z3.1 Where, under the Framework Contract or any Work Order, any sum of money is recoverable from or payable by the *Supplier*, such sum may be deducted from or reduced by the amount of any sum or sums then due or which at any time after may become due to the *Supplier* under the Framework Contract, any Work Order or any other contract with the *Client*

Clause Z4 Assignment and transfer

Z4.1 The *Supplier* does not assign, transfer or charge the benefit of any Work Order or any part of it or any benefit or interest under it without the prior agreement of the *Client*.

Z4.2 If the *Supplier* wishes to transfer the benefit and burden of the Framework Contract and all Work Orders issued under it to a new supplier, it seeks the *Client's* agreement to do so. The *Supplier* explains the reasons for the proposed transfer and provides the *Client* with all such information as the *Client* may require in order to make its decision. If the *Client* (in its absolute discretion) agrees to the proposed transfer, the Parties and the new supplier execute a novation agreement in the relevant form set out in the Framework Information or such other form as the *Client* may reasonably require.

Z4.3 If requested by the *Client*, the *Supplier* executes a novation agreement transferring the benefit and burden of the Framework Contract or any Work Order to

- a Department or Office of Government,
- a local authority,

- an organisation established to take over the *Client's* functions or part of them or
- another public body or organisation exercising similar functions.

The novation agreement is in the form set out in the Framework Information or such other form as the *Client* may reasonably require.

Clause Z5 Confidentiality

Z5.1 The *Supplier* keeps (and ensures that anyone employed by it or acting on its behalf keeps) confidential and does not disclose to any person

- the terms of the Framework Contract or any Work Order and
- any confidential or proprietary information (including Personal Data) provided to or acquired by the *Supplier* in the course of performing its obligations under the Framework Contract or any Work Order

except that the *Supplier* may disclose information

- to its legal or other professional advisers,
- to anyone employed by it or acting on its behalf as needed to enable the *Supplier* to perform its obligations,
- where required to do so by law or by any professional or regulatory obligation or by order of any court or governmental agency, provided that prior to disclosure the *Supplier* consults the *Client* and takes full account of the *Client's* views about whether (and if so to what extent) the information should be disclosed,
- which it receives from a third party who lawfully acquired it and who is under no obligation restricting its disclosure,
- which is in the public domain at the time of disclosure other than due to the fault of the *Supplier* or
- with the consent of the *Client*.

Z5.2 The *Supplier* does not (and ensures that anyone employed by it or acting on its behalf does not) use any confidential or proprietary information provided to or acquired by it for any purpose other than to perform its obligations under the Framework Contract or any Work Order.

Clause Z6 Adjudication

Z6.1 The NEC4 Dispute Resolution Service Contract (June 2017) includes the following additional condition of contract:

Any information concerning the contract obtained by either the *Adjudicator* or any person advising or aiding them is confidential, and is not used or disclosed by the *Adjudicator* or any such person except for the purposes of this Framework Contract or any Work Order. The *Adjudicator* complies, and takes all reasonable

steps to ensure that any persons advising or aiding them comply, with the Official Secrets Acts 1911 to 1989.

- Z6.2 If a dispute under the Framework Contract or any Work Order raises issues that are substantially the same as or connected with issues in a Related Dispute and the Related Dispute has been referred to adjudication, the dispute under the contract is referred to the Related Dispute Adjudicator and the Related Dispute Adjudicator becomes the *Adjudicator*.

Clause Z7 Termination – Public Contract Regulations 2015

Z7.1 The *Client* may terminate the Framework Contract with immediate effect if one of the mandatory or discretionary grounds for exclusion referred to in regulation 57 of the Public Contracts Regulations 2015 applied to the *Supplier* at the Contract Date.

- Z7.2 The *Client* may terminate the Framework Contract with immediate effect if
- the Framework Contract has been subject to a substantial modification which would have required a new procurement procedure pursuant to regulation 72 of the Public Contracts Regulations 2015 or
 - the Court of Justice of the European Union declares, in a procedure under Article 258 of the Treaty on the Functioning of the European Union, that a serious infringement of the obligations under the European Union Treaties and the Public Contracts Directive has occurred.

Clause Z9 Change of Control and financial distress

Z9.1 The *Supplier* notifies the *Client* immediately if a Change of Control has occurred or is expected to occur except to the extent that (and for as long as) it is prevented from doing so by any disclosure restriction imposed on it by any tribunal or regulatory authority.

- Z9.2 The *Supplier* notifies the *Client* immediately of any material change in
- the direct or indirect legal or beneficial ownership of any shareholding in the *Supplier* (or a Consortium Member). A change is material if it relates directly or indirectly to a change of 3% or more of the issued share capital of the *Supplier* (or a Consortium Member), or
 - the composition of the *Supplier* or a Consortium Member.

A change is material if it directly or indirectly affects the performance of the Framework Contract by the *Supplier* or is considered substantial in accordance with Regulation 72(8)(e) of the Public Contracts Regulations 2015.

Z9.3 The *Supplier* notifies the *Client* immediately of any change or proposed change in the name or status of the *Supplier* or a Consortium Member.

Z9.4 The *Supplier* notifies the *Client* immediately if any of the following events occurs in relation to the *Supplier*, a Consortium Member or a Guarantor

- its Credit Rating falls below the relevant *credit rating*,
- there is a further fall in its Credit Rating below the relevant *credit rating*,
- it issues a profits warning to a stock exchange or makes any other public announcement about a material deterioration in its financial position or prospects,
- it is subject to a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety,
- it commits a material breach of its covenants to its lenders or
- its financial position or prospects deteriorate to such an extent that it would not meet the Financial Standing Test.

Z9.5 If a Change of Control occurs and is likely to give rise to an actual or potential conflict of interest, the *Supplier* and the *Client* meet within one week to discuss the actions to be taken by either Party in order to overcome or mitigate the conflict. If the Parties do not agree and implement the actions needed to overcome or mitigate the conflict, the *Client* may terminate the Framework Contract with immediate effect.

Z9.6 If as a result of a Change of Control

- a person or organisation with which the *Client* does not wish to be associated for ethical or reputational reasons is an Associated Company or
- the *Client* decides (having reviewed any information provided by the *Supplier* and made appropriate inquiries) that the *Supplier* is no longer in a position to perform its obligations under any Work Order

the *Client* may terminate the Framework Contract with immediate effect.

Z9.7 If a Change of Control occurs, the *Supplier* provides to the *Client*:

- certified copies of the audited consolidated accounts of the Controller for the last three financial years,
- a certified copy of the board minute of the Controller confirming that it will give to the *Client* a Parent Company Guarantee if so required by the *Client* and
- any other information required by the *Client* in order to determine whether the Controller meets the Financial Standing Test and
- any other information requested by the *Client* in order to satisfy itself that the *Supplier* remains in a position to perform its obligations under the Framework Agreement or any Work Order.

Z9.8 If a Change of Control or any of the events listed in clauses Z9.2 to Z9.4 occurs, the *Client* may require the *Supplier* to give to the *Client* a Parent Company Guarantee from the Controller or (if the Controller does not meet the Financial Standing Test) an alternative guarantor proposed by the *Supplier* and accepted by the *Client*.

- Z9.9 A reason for not accepting an alternative guarantor proposed by the *Supplier* is that it does not
- meet the Financial Standing Test,
 - provide the legal opinion required in clause Z9.13 or
- have a Credit Rating at least equal to the *credit rating* for the person to whom the event listed in clause Z9.4 has occurred.
- Z9.10 If so required by the *Client*, the *Supplier* within four weeks after the *Client* notifies the requirement gives to the *Client* a Parent Company Guarantee from the Controller or an alternative guarantor accepted by the *Client*.
- Z9.11 The *Client* may accept a Parent Company Guarantee from the Controller or an alternative guarantor proposed by the *Supplier* who does not meet the Financial Standing Test if the *Supplier* gives to the *Client* an assurance that the Controller or the alternative guarantor will meet the Financial Standing Test within 18 months of the *Client's* acceptance. If so, the Parties agree a process for reviewing the financial standing of the Controller or the alternative guarantor during that period in order to demonstrate to the *Client* that it will meet the Financial Standing Test by the end of that period.
- Z9.12 If
- the *Supplier* fails to notify the *Client* that an event listed in clause Z9.4 has occurred,
 - neither the Controller nor any alternative guarantor proposed by the *Supplier* complies with the Financial Standing Test within the timescale stated in clause Z9.11 or fails to provide the legal opinion required by clause Z9.13
 - the *Supplier* does not give to the *Client* a Parent Company Guarantee from the Controller or an alternative guarantor accepted by the *Client* within four weeks of a request from the *Client* to do so or
 - the *Supplier* fails to demonstrate to the *Client* that the Controller or the alternative guarantor accepted by the *Client* will meet the Financial Standing Test within 18 months of the *Client's* acceptance
- the *Client* may treat such failure as a substantial failure by the *Supplier* to comply with its obligations.
- Z9.13 If the *Supplier*, a Consortium Member, a Guarantor or an alternative guarantor proposed by the *Supplier* (in this clause referred to as a “relevant entity”) is not a company incorporated in and subject to the laws of England and Wales, the *Supplier* provides a legal opinion from a lawyer or law firm which is
- qualified and registered to practise in the jurisdiction in which the relevant entity is incorporated and
 - accepted by the *Client*.

The legal opinion is addressed to the *Client* on a full reliance basis and the liability of the lawyer or law firm giving the opinion is not subject to any financial limitation unless otherwise agreed by the *Client*.

The legal opinion confirms that the method of execution of the Parent Company Guarantee is valid and binding under applicable local law and in particular covers the matters listed in the Framework Information.

Clause Z10 Joint ventures

- Z10.1 This clause applies if the *Supplier* is an unincorporated joint venture.
- Z10.2 Each Consortium Member is jointly and severally liable to the *Client* for the performance of the *Supplier's* obligations under the Framework Contract and any Work Order.
- Z10.3 The *Supplier* nominates the representative named in the Contract Data for the purposes of the contract and for the giving and receiving of all notices, certificates, instructions and other communications under it. The *Supplier* acknowledges that receipt of a communication by the *Supplier's* nominated representative constitutes receipt by all the Consortium Members. The *Supplier* notifies the *Client* in advance of any change to the identity of the *Supplier's* nominated representative.
- Z10.4 The *Supplier* acknowledges that any payment made by the *Client* to a Consortium Member under the Framework Contract or any Work Order to that extent discharges the *Client's* liability to make payment to the *Supplier*.
- Z10.5 A Consortium Member gives not less than four weeks' notice to the *Client* of any proposed termination of the joint venture arrangement.
- Z10.6 Termination of the joint venture arrangement for any reason is treated as a substantial failure by the *Supplier* to comply with its obligations under any Work Order.
- Z10.7 Where two or more Consortium Members comprise the *Supplier*, clause 90.1 & 91.1 of the conditions of contract are amended by inserting after "the other Party" the words "or in the case of the *Supplier*, any Consortium Member".

Clause Z11 Parent Company Guarantee

- Z11.1 If required by the *Client*, the *Supplier* gives to the *Client* a Parent Company Guarantee. If the Parent Company Guarantee was not given by the Contract Date, it is given to the *Client* within four weeks of the Contract Date or of the *Client's* request, whichever is later. Parent Company Guarantees are given
 - for a standalone company – by the Controller,
 - for an unincorporated JV ("more than one party") – by the Controller of each Consortium Member or
 - for an incorporated JV – by the Controller of each Consortium Member.

In all cases it is for the *Client* to decide (in its discretion) whether it will accept a Parent Company Guarantee from a company other than the Controller.

- Z11.2 If the *Supplier* breaches clause Z11.1, the *Client* may
- terminate the Framework Contract with immediate effect and
 - treat such breach as a substantial failure by the *Supplier* to comply with its obligations under any Work Order.

Clause Z12 Discrimination, Bullying and Harassment

- Z12.1 The *Supplier* indemnifies the *Client* against all costs, charges, expenses (including legal and administrative expenses) and payments made by the *Client* arising out of or in connection with
- any investigation or proceedings under the Discrimination Acts or
 - an allegation of bullying or harassment
- resulting from any act or omission of the *Supplier* in connection with the Framework Contract or any Work Order.

Clause Z13 Intellectual Property Rights

- Z13.1 The *Client* owns (or will own) all IPRs in material prepared in connection with the Framework Contract or any Work Order, except as stated otherwise in the Scope. To the extent that these IPRs do not automatically belong to the *Client*, the *Supplier* enters into such documents and does such acts as the *Client* requests to transfer the IPRs to the *Client*, and procures that its subcontractors (at any stage of remoteness from the *Client*) do the same. The *Supplier* provides to the *Client* the documents which transfer these IPRs to the *Client*.
- Z13.2 The *Supplier* obtains perpetual, royalty-free, non-exclusive, assignable and irrevocable licences (capable of being sub-licensed to a third party, who also has the right to grant further sub-licences) of other IPRs for the *Client* as stated in the Scope. Any licence granted under this clause survives the termination or expiry of the Framework Contract or the Work Order and cannot be terminated by the *Supplier* or its assignees or any third party. The *Supplier* provides to the *Client* the documents which license these IPRs to the *Client*. The *Supplier's* or third-party licensor's exclusive remedies for any breach by the *Client*, or any sub-licensee, of any licence granted under this clause are damages and equitable relief.
- Z13.3 The *Supplier* ensures that any subcontract (at any stage of remoteness from the *Client*) contains a right for the *Client* (enforceable in accordance with the Contracts (Rights of Third Parties) Act 1999) to enforce the obligations in this clause.

Clause Z14 Project Bank Account

- Z14.1 A Project Bank Account specific to a Sublot is to be used. A Project Bank Account specific to each Work Order is not to be used.

Clause Z15	Tax Non-Compliance
Z15.1	The <i>Supplier</i> warrants that it has notified the <i>Client</i> of any Tax Non-Compliance or any litigation in which it is involved relating to any Tax Non-Compliance prior to the Contract Date.
Z15.2	<p>The <i>Supplier</i> notifies the <i>Client</i> within one week of any Tax Non-Compliance occurring after the Contract Date and provides details of</p> <ul style="list-style-type: none"> • the steps the <i>Supplier</i> is taking to address the Tax Non-Compliance and to prevent a recurrence, • any mitigating factors that it considers relevant and • any other information requested by the <i>Client</i>.
Z15.3	<p>If</p> <ul style="list-style-type: none"> • the warranty given by the <i>Supplier</i> under clause Z15.1 is untrue, • the <i>Supplier</i> fails to notify the <i>Client</i> of a Tax Non-Compliance or • the <i>Client</i> decides that any mitigating factors notified by the <i>Supplier</i> are unacceptable <p>the <i>Client</i> may</p> <ul style="list-style-type: none"> • terminate the Framework Contract with immediate effect and • treat such breach as a substantial failure by the <i>Supplier</i> to comply with its obligations under any Work Order.
Z19	Conflict of Interest
Z19.1	Any steps taken in accordance with section 6.16 of the Framework Information is not a compensation event.
Z19.2	A failure to comply with section 6.16 of the Framework Information is treated as a substantial failure by the Supplier to comply with its obligations.
Z52	Transfer of Undertakings (Protection of Employment) Regulations (TUPE)
Z52.1	The <i>Supplier</i> provides to the <i>Client</i> within 10 days of the <i>Client</i> 's request such information in connection with TUPE as the <i>Client</i> may require. The <i>Supplier</i> promptly notifies the <i>Client</i> of any later change to information provided by it.
Z52.2	<p>The <i>Supplier</i> acknowledges that the <i>Client</i> may disclose information provided by the <i>Supplier</i> to</p> <ul style="list-style-type: none"> • any replacement provider of work similar to the work and • any person tendering to become a replacement provider.

The *Client* obtains undertakings from any person to whom the information is disclosed not to disclose it to any other person (unless required to do so by law).

- Z52.3 During the 8 month period immediately prior to the Completion Date, the *Supplier* submits for the acceptance of the *Client* any proposals to
- materially amend the terms and conditions of employment of any employee whose work, wholly or mainly falls within the Scope of this framework contract or Work Order,
 - materially increase the number of employees whose work (or any part of it) is work undertaken for the purposes of this contract or
 - move or deploy any key person away from the performance of the work.

The *Client* may withhold acceptance if the proposal would increase the cost to the *Client* of this or any future contract for the work.

- Z52.4 The *Supplier* does not do anything which may adversely affect the orderly transfer of responsibility for provision of the work.

- Z52.5 The *Supplier* complies with, and ensures that any Subcontractor complies with, the Code of Practice on Workforce Matters in Local Customer Service Contracts (as currently contained in COPM Circular 3/03, Annex O) or any similar code applicable to persons engaged on service contracts for any department or office of Her Majesty's Government.

Clause Z109 Changes to Framework Information

- Z109.1 The *Client's Representative* may give an instruction to the *Supplier* which changes the Framework Information. The *Client's Representative* consults with the *Supplier* before instructing a change.

Clause Z110 Package Order / Work Order

- Z110.1 On the Framework Contract Date and prior to the start of each financial year thereafter the *Client* provides the *Supplier* with a Package Order. The Package Order does not oblige the *Client* to issue any Work Orders under this Framework Contract.

- Z110.2 A Work Order is issued to the *Supplier* in accordance with the Framework Contract when a Task is required to be carried out. The Work Order is the *Supplier's* instruction to proceed with the *work/service* referred to in the Work Order.

Clause Z111 Incentivisation

- Z111.1 Under clause 54.2 the *Supplier* acknowledges it is paid its share of the saving. For the avoidance of doubt, the *Client* retains its share of the saving and the *Supplier* has no entitlement to the *Client's* share of the saving.

- Z111.2 Subject to Z111.1, the Client may (in its absolute discretion) elect to create an incentivisation fund (“Incentivisation Fund”) and deposit monies from the Client’s share of the saving into the Incentivisation Fund. In the event of doing so, the Incentivisation Fund shall be administered by the Client in accordance with Section 5.7 of the Framework Information.
- Z111.3 The parties acknowledge that the content of Section 5.7 of the Framework Information is descriptive only and in no way alters the payment terms of the contract.