

Contract Title: RIBA 1-2 Services in support of IPMO2156

Supplier: Ridge and Partners LLP

Contract Start Date: 6th October 2025

Contract End Date: 11th March 2026

Contract Value: £474,865.55

This contract was awarded under the Terms and Conditions of NEC4 PSC Option A Contract version June 2017 with January 2019, October 2020 and January 2023 amendments and utilised the copyrighted NEC Forms of Contract.

Additional Z Clauses added to the contract were as follows:

Option Z2

Identified and defined terms

Insert new clause 11.3 additional defined terms.

11.3 (1) Auditor is:

the Client's internal and external auditors;

the Client's statutory or regulatory auditors;

the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;

HM Treasury or the Cabinet Office;

any party formally appointed by the Client to carry out audit or similar review functions; and

successors or assigns of any of the above;

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

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

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

which are supplied to the Consultant by or on behalf of the Client,

which the Consultant is required to generate, process, store or transmit pursuant to this contract or

which are any Personal Data for which the Client is the Data Controller to the extent that such Personal Data is held or processed by the Consultant.

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

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

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

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

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

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

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

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

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

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

Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992.

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

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

11.3 (17) General Anti-Abuse Rule is

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

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

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

copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information,

applications for registration, and the right to apply for registration, for any of the rights listed in the first bullet point that are capable of being registered in any country or jurisdiction,

all other rights having equivalent or similar effect in any country or jurisdiction and

all or any goodwill relating or attached thereto.

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

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

where any tax return of the Consultant submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of

a Relevant Tax Authority successfully challenging the Consultant under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle or

the failure of an avoidance scheme which the Consultant was involved in, and which was, or should have been, notified to a Relevant Tax Authority under DAVOIT, DOTAS or VADR or any equivalent or similar regime and

where any tax return of the Consultant submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Contract Date or to a civil penalty for fraud or evasion.

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

11.3 (23) Prohibited Act is

to directly or indirectly offer, promise or give any person working for or engaged by the Client or other Contracting Body or any other public body a financial or other advantage to

induce that person to perform improperly a relevant function or activity or

reward that person for improper performance of a relevant function or activity,

to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this contract,

committing any offence

under the Bribery Act 2010 (or any legislation repealed or revoked by such Act),

under legislation or common law concerning fraudulent acts or

defrauding, attempting to defraud or conspiring to defraud the Client or

any activity, practice or conduct which would constitute one of the offences listed above if such activity, practice or conduct had been carried out in the UK.

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

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

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

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

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

Option Z4

Admittance to Client's Premises

Insert new clause 18A:

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

18A.2 The Service Manager may instruct the Consultant to take measures to prevent unauthorised persons being admitted to the Client's Premises.

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

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

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

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

Option Z5

Prevention of fraud and bribery

Insert new clauses:

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

committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act or

been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

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

commit a Prohibited Act and

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

17.4.3 In Providing the Service the Consultant

establishes, maintains and enforces, and requires that its Subcontractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act,

keeps appropriate records of its compliance with this contract and make such records available to the Client on request and

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

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

been subject to an investigation or prosecution which relates to an alleged Prohibited Act,

been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act or

received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this contract or otherwise suspects that any person or party directly or indirectly connected with this contract has committed or attempted to commit a Prohibited Act.

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

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

Option Z6

Equality and diversity

Insert new clauses:

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

all applicable equality Law (whether in relation to race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise); and

any other requirements and instructions which the Client reasonably imposes in connection with any equality obligations imposed on the Client at any time under applicable equality Law;

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

Option Z7

Legislation and Official Secrets

Insert new clauses:

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

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

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

Option Z8

Conflict of interest

Insert new clauses:

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

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

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

Option Z9

Publicity and Branding

Insert new clauses:

29.1 The Consultant does not

make any press announcements or publicise this contract in any way

use the Client's name or brand in any promotion or marketing or announcement of the contract

without approval of the Client.

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

Option Z10

Freedom of information

Insert new clauses:

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

26.3 The Consultant

transfers to the Service Manager all Requests for Information that it receives as soon as practicable and in any event within two working days of receiving a Request for Information,

provides the Service Manager with a copy of all information in its possession, or power in the form that the Service Manager requires within five working days (or such other period as the Service Manager may specify) of the Service Manager's request,

provides all necessary assistance as reasonably requested by the Service Manager to enable the Client to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations and

procures that its Subcontractors do likewise.

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

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

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

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

Option Z13

Confidentiality and Information Sharing

Insert a new clause

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

treat the other Party's Confidential Information as confidential and safeguard it accordingly,

not disclose the other Party's Confidential Information to any other person without prior written consent,

immediately notify the other Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information and

notify the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

26.9 The clause above shall not apply to the extent that

such disclosure is a requirement of the Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to clause Z10 (Freedom of Information),

such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner,

such information was obtained from a third party without obligation of confidentiality,

such information was already in the public domain at the time of disclosure otherwise than by a breach of this contract or

it is independently developed without access to the other party's Confidential Information.

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

26.11 The Consultant may only disclose the Client Confidential Information to Consultant's people who need to know the information, and shall ensure that such people are aware of, acknowledge the importance of, and comply with these obligations as to confidentiality. In the event that any default, act or omission of any Consultant's people causes or contributes (or could cause or contribute) to the Consultant breaching its obligations as to confidentiality under or in connection with this contract, the Consultant shall take such action as may be appropriate in the circumstances, including the use of disciplinary procedures in serious cases. To the fullest extent permitted by its own obligations of confidentiality to any Consultant's people, the Consultant shall provide such evidence to the Client as the Client may reasonably require (though

not so as to risk compromising or prejudicing the case) to demonstrate that the Consultant is taking appropriate steps to comply with this clause, including copies of any written communications to and/or from Consultant's people, and any minutes of meetings and any other records which provide an audit trail of any discussions or exchanges with Consultant's people in connection with obligations as to confidentiality.

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

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

to any Crown Body or any other Contracting Bodies. All Crown Bodies or Contracting Bodies receiving such Confidential Information shall be entitled to further disclose the Consultant's Confidential Information to other Crown Bodies or other Contracting Bodies on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Body,

to a professional adviser, contractor, consultant, supplier or other person engaged by the Client or any Crown Body (including any benchmarking organisation) for any purpose connected with this contract, or any person conducting an Office of Government Commerce Gateway Review,

for the purpose of the examination and certification of the Client's accounts,

for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Client has used its resources,

for the purpose of the exercise of its rights under this contract or

to a proposed successor body of the Client in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this contract,

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

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

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

26.16 The Client may disclose the Consultant's Confidential Information to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement, to the extent that the Client (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions.

Option Z16

Tax Compliance

Insert new clauses:

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

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

notify the Client in writing of such fact within 5 days of its occurrence and promptly provide to the Client

details of the steps which the Consultant is taking to address the Occasions of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant and

such other information in relation to the Occasion of Tax Non-Compliance as the Client may reasonably require.

Option Z22

Fair payment

Insert a new clause:

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

56.2 The Consultant includes in the contract with each Subcontractor

a period for payment of the amount due to the Subcontractor not greater than 5 days after the final date for payment in this contract. The amount due includes, but is not limited to, payment for work which the Subcontractor has completed from the previous assessment date up to the current assessment date in this contract,

a provision requiring the Subcontractor to include in each subsubcontract the same requirement (including this requirement to flow down, except that the period for payment is to be not greater than 9 days after the final date for payment in this contract and

a provision requiring the Subcontractor to assess the amount due to a subcontractor without taking into account the amount paid by the Consultant

Option Z42

The Housing Grants, Construction and Regeneration Act 1996

Add an additional clause Y2.6

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

Option Z45

HMRC Requirements

Insert a new clause 18B

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

Option Z48

Apprenticeships

Insert new clause:

23.5

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

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

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

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

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

the number of people during the reporting period employed on the contract, including support staff and Subcontractors,

the number of apprentices and number of new starts on apprenticeships directly initiated through this contract,

the percentage of all people taking part in an apprenticeship programme,

if applicable, an explanation from the Consultant as to why it is not managing to meet the specified percentage target,

actions being taken to improve the take up of apprenticeships and

other training/skills development being undertaken by people in relation to this contract, including:

work experience placements for 14 to 16 year olds,

work experience /work trial placements for other ages,

student sandwich/gap year placements,
graduate placements,
vocational training,
basic skills training and
on site training provision/ facilities.

Option Z49

Change of Control

Insert new clauses:

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

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

being notified in writing that a Change of Control is anticipated or is in contemplation or has occurred; or

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

Option Z50

Financial Standing

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

adversely impacts on the Consultant's ability to perform its obligations under this contract; or

could reasonably be expected to have an adverse impact on the Consultant's ability to perform its obligations under this contract.

Option Z51

Financial Distress

The Consultant complies with the provisions of Schedule [Guidance: insert schedule ref here] (Financial Distress) in relation to the assessment of the financial standing of the Consultant and the consequences of a change to that financial standing.

Option Z52

Records, audit access and open book data

Insert new clauses:

26A.1 The Consultant keeps and maintains for the period for retention full and accurate records and accounts of the operation of this contract

including the service provided under it, any subcontracts and the amounts paid by the Client.

26A.2 The Consultant

keeps the records and accounts referred to in clause 26A.1 in accordance with Law

affords any Auditor access to the records and accounts referred to in clause 26A.1 at the Consultant's premises and/or provides records and accounts (including copies of the Consultant's published accounts) or copies of the same, as may be required by any Auditor from time to time during the Consultant Providing the Service and the liability period under the contract in order that the Auditor may carry out an inspection to assess compliance by the Consultant and/or its Subcontractors of any of the Consultant's obligations under this contract including in order to:

verify the accuracy of any amounts payable by the Client under this contract (and proposed or actual variations to them in accordance with this contract)

verify the costs of the Consultant (including the costs of all Subcontractors and any third party suppliers) in connection with Providing the Service

identify or investigate an actual or suspected Prohibited Act, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Client has no obligation to inform the Consultant of the purpose or objective of its investigations

obtain such information as is necessary to fulfil the Client's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General

enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Client has used its resources

subject to the Consultant's rights in respect of Consultant's Confidential Information, the Consultant provides the Auditor on demand with all reasonable co-operation and assistance in respect of

all reasonable information requested by the Client within the scope of the audit

reasonable access to sites controlled by the Consultant and to any Consultant's equipment used to Provide the Service

access to the Consultant's personnel.

Other Additional
conditions of contract

Option Z102

Additional identified and defined terms

Insert new clause 11.4:

11.4(1) Insert new definition

“Client’s Security Procedures” shall mean any security procedure specific to any Client’s premises or data.

11.4(2) Insert new definition

“Information” means information of any nature, and includes (but is not limited to) information in the form of data, databases, software (excluding third party software), designs, models, interventions, drawings, details, plans, reports, records, calculations, schedules, specifications, bills of quantities, levels and setting out details and other documents (whether or not in electronic format).

11.4(3) Insert new definition

“Documents” means all Information of any nature whatsoever provided by or on behalf of the Consultant in the course of performing its obligations under this contract”.

11.4(4) Insert new definition

“Foreground Information” means all Information in Documents which is generated in the performance of the service under this contract.

11.4(5) Insert new definition

“Background Information” means all Information in Documents which is not Foreground Information.

11.4(6) Insert new definition

“Transparency Information” shall mean the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Client to the Consultant under the Contract

11.4(7) Insert new definition

“Client’s IT Systems” means the computer hardware and software and networks used by the Client in the course of its business.

Option Z103

Working with the Client and Others

Insert new clause 22.4:

The Consultant shall carry out the services, to the extent reasonably practical considering their nature, so as to cause minimum disruption to the Client's activities on their premises and elsewhere. If the Consultant anticipates any such disruption, the Consultant will issue an early warning notice to enable the Client to plan in advance, if necessary, for such disruption.

Insert new clause 22.5:

The Consultant shall co-operate with the requirements of all Client boards of inquiry and shall use all reasonable endeavours to procure the attendance of such of its employees, agents or Sub consultants who may be invited by the Client to attend as witnesses at boards of inquiry or

similar proceedings. This obligation shall survive the expiry or early termination of the services. The Client shall reimburse the Consultant their reasonable external costs of such attendance.

Insert new clause 22.6:

The Consultant acknowledges that it will not have exclusive rights to occupy any accommodation provided by the Client and that any such accommodation will only be used for the purpose of the services.

Insert new clause 22.7:

All fossils, antiquities, and other objects having antiquarian, artistic, historic, archaeological or monetary value, which may be found on, or at the Client premises shall remain the property of the Client.

Option Z104

Disclosure

Delete clause 26 and replace with:

26.1 Except with the written consent of the Client, the Consultant shall not disclose the services to any person other than a person employed by the Consultant or a Subconsultant. Disclosure shall be confined to those members of staff whose access to the information is essential for performance of the services.

26.2 Subject to clause 26.5, 26.6 and 26.7, each Party:

- a) shall treat in confidence all Information it shall receive from the other;
- b) shall not disclose any of that Information to any third party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except that the Consultant may disclose Information in confidence, without prior consent, to such persons as and to such extent as may be necessary for the performance of the services;
- c) shall not use any of that information otherwise than for the purpose of performing the services; and
- d) shall not copy any of that Information except to the extent necessary for the purpose of exercising its rights of use and disclosure under this agreement.

26.3 The Consultant shall take all reasonable precautions necessary to ensure that all the Information disclosed to the Consultant by or on behalf of the Client under or in connection with this agreement:

- a) is disclosed to its employees and Subconsultants only to the extent necessary for the performance of the services;
- b) is treated in confidence by them and not disclosed except with prior written consent or used otherwise than for performing work or having work performed for the Client under this agreement or any subconsultancy agreement.
- c) is returned to the Client by the Consultant on Completion of the whole of the Services

26.4 The Consultant shall ensure that its employees, and its Subconsultants and their employees, are aware of its arrangements for

discharging the obligations under clause 26.1, 26.2 and 26.3 before they receive Information and take such steps as may be reasonably practical to enforce such arrangements.

26.5 Clause 26.2 and 26.3 shall not apply to the Information to the extent that either Party:

a) exercises rights of use or disclosure granted otherwise than in consequence of, or, this agreement;

b) has the right to use or disclose the Information in accordance with other conditions of this agreement

c) can show:

i) that the Information was or has become published or publicly available for use otherwise than in breach of any provision of this agreement or any other agreement between the Parties;

ii) that the Information was already known to it (without restrictions on disclosure or use) prior to it receiving it under or in connection with the services;

iii) that the Information was received without restriction on further disclosure from a third party who lawfully acquired it and who is itself under no obligation restricting its disclosure; or

iv) from its records that the same information was derived independently of that received under or in connection with the services; provided the relationship to any other Information is not revealed.

26.6 Neither Party shall be in breach of this Clause 26 where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the Party making the disclosure shall ensure that the recipient of the Information is made aware of and asked to respect its confidentiality. Such disclosures shall in no way diminish the obligations of the Parties under this Clause.

26.7 The Client shall not be in breach of this Clause 26 where it can show that any disclosure of Information is made solely and to the extent necessary to comply with the Freedom of Information Act 2000 ("the Act") or the Environmental Information Regulations 2004 ("the Regulations"). To the extent permitted by the time for compliance with the Act or the Regulations, the Client shall consult the Consultant where the Client is considering the disclosure of Information under the Act or the Regulations and, in any event, shall provide prior notification to the Consultant of any decision to disclose the Information. The Consultant acknowledges and accepts that its representations on disclosure during consultation may not be determinative and that the decision whether to disclose Information in order to comply with the Act or the Regulations is a matter in which the Client shall exercise its own discretion, subject always to the provisions of the Act or the Regulations. For the avoidance of doubt, nothing in this condition shall affect the Consultant's rights at law.

26.8 Nothing in this Clause shall affect the Parties' obligations of confidentiality where information is disclosed orally in confidence.

Option Z105

Rights to Material

Delete clause 70 and replace with:

70.1 All Foreground Information and intellectual property rights therein shall vest in and be the property of the Client on their creation.

70.2 To the extent that any intellectual property rights in any of the Foreground Information does not automatically vest in the Client, the Consultant shall with full title guarantee, assign or procure the assignment to the Client of all intellectual property rights in such Foreground Information free from lien, charge or encumbrance.

70.3 The Client hereby grants to the Consultant for the contract period and free of charge a non-exclusive royalty free licence, together with a sub-licence to Subconsultants, to use such of the Foreground Information as the Consultant reasonably requires for the purposes of performing the services.

70.4 The Consultant hereby grants to the Client, subject to the rights of third parties, a perpetual, irrevocable and royalty free licence to use the Background Information and any intellectual property rights therein as required to use the Foreground Information and/or the Documents for any purpose.

70.5 The Consultant shall highlight to the Client any third party intellectual property rights which appear to be relevant to the Clients use of the Foreground Information and/or the Documents, and following consultation with the Client and insofar as reasonably practicable the Consultant shall secure a licence on behalf of the Client to use the third party intellectual property rights.

70.6 The Consultant shall, following consultation with the Client and insofar as reasonably practicable, secure a licence on behalf of the Client to use any third party software (except for commonly used and commercially available software) used by the Consultant and its Subconsultants in performing the services,

70.7 All licences shall be purchased in consultation with the Client so that licence terms appropriate to the intended use of such intellectual property rights or software are obtained.

70.8 The Consultant shall indemnify the Client and keep the Client fully indemnified against all losses which the Client may sustain or incur that arise out of allegations that the Client has infringed the intellectual property rights of any third party in using the Documents in accordance with this Clause.

70.9 The Consultant shall mark any copyright works comprising Foreground Information with the legend © Crown Copyright (insert year of generation of the works)

Option Z105

DEFCONs

Insert new clause 102:

This clause is to incorporate MoD special terms and conditions in the form of DEFCONs and DEFORMs as detailed at <https://www.gov.uk/guidance/knowledge-in-defence-kid>:

DEFCON 76 (Edn. 11/22) – Contractor's Personnel at Government Establishments

DEFCON 501 (Edn. 10/21) - Definitions and Interpretations

DEFCON 503 (Edn 06/22) – Formal Amendments to the Contract

DEFCON 514 (Edn 08/15) – Material Breach

DEFCON 516 (Edn 04/12) – Equality

DEFCON 515 (Edn 06/21) - Bankruptcy and Insolvency

DEFCON 518 (Edn 02/17) - Transfer

DEFCON 520 (Edn 08/21) - Corrupt Gifts and Payments of Commission

DEFCON 526 (Edn 08/02) - Notices

DEFCON 531 (Edn. 09/21) - Disclosure of Information

DEFCON 532B (Edn. 12/22) - Protection Of Personal Data (Where Personal Data is being processed on behalf of the Authority)

DEFCON 534 (Edn 06/21) – Subcontracting and Prompt Payment

DEFCON 537 (Edn 12/21) - Rights of Third Parties

DEFCON 538 (Edn 06/02) – Severability

DEFCON 539 (Edn 01/22) – Transparency

DEFCON 565 (Edn 07/23) – Supply Chain Resilience & Risk Awareness

DEFCON 566 (Edn 10/20) - Change of Control of Contractor

DEFCON 649 (Edn 12/21) – Vesting

DEFCON 632 (Edn 11/21) - Third Party Intellectual Property - Rights and Restrictions

DEFCON 658 (Edn 10/22) – Cyber

DEFCON 660 (Edn 12/15) – Reportable Official and Official-Sensitive Security Requirements

DEFCON 659A (Edn 09/21) - Security Measures

Option Z106

Official Secrets Act

Insert new clause 103:

The Consultant warrants that they have not done and will not do anything that would result in a breach of the Client's Security Procedures or the Official Secrets Act.

Option Z107

Prohibited Acts

Insert new clause 104:

The Consultant warrants that it has not done and will not do any of the following (hereafter referred to as "Prohibited Acts"):

- a) offered, given or agreed to give to any Crown servant any gift or consideration of any kind as an inducement or reward;
- i) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or execution of this or any other contract with the Crown; or
- ii) for showing or not showing favour or disfavour to any person in relation to this or any other contract with the Crown;
- b) entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Client, and in respect of any breach of any of the above warranties and undertakings the Consultant acknowledges that the Client will be entitled to claim damages against the Consultant.

Option Z108

Fraud

Insert new clause 105:

At all stages of its involvement under and in connection with the services, the Consultant shall take all practicable steps to prevent fraud and/or the risk of fraud arising. If in the reasonable opinion of the Client the Consultant commits any fraud (as defined by the Law of the Contract) in relation to the services or any contract with the Client or any other public body then the Client may terminate the services for the Consultant's default by giving 10 Working Days' notice to the Consultant. The Consultant shall keep and maintain all relevant records, invoices, approvals, notes; minutes of meetings and all such other original documents as may be required to verify the services carried out by the Consultant and its Subconsultants so that they may be provided upon request by the Client. The Consultant shall immediately report to the Client any circumstances giving rise to fraud within its own organisation, that of its Subconsultants, the Client or otherwise in relation to the services and shall provide all such relevant information which may assist the Client in dealing with such report efficiently and effectively. The Client shall be entitled to set-off, deduct, abate or recover as a debt against the Consultant all losses howsoever arising in connection with or sustained as a consequence of fraud including all associated investigation costs.

Option Z108

Use of Client's IT Systems

Insert new clause 106:

The Consultant and its Subconsultants may use any of the Client's IT Systems including connections to the internet or intranet services, with express permission from the Client, and appropriate security clearance

and only for the performance of the services. Use of a third party's computer equipment and software, including any connections to the internet or intranet services, on the Client's premises, is subject to the approval of the Client and said third party. The Consultant shall procure that its employees, and its Subconsultants and their employees, comply with the Client's policies, procedures and instructions in respect of computer hardware and software, including any connections to the internet or intranet services. The Client may on reasonable notice from time to time make reasonable or necessary amendments to such policies, procedures and instructions. The Consultant shall take all reasonably practicable precautions to ensure that its employees, and its Subconsultants and their employees, do not use computer hardware or software, including any connections to the internet or intranet services, unlawfully or for unlawful purposes. The Consultant shall not cause or allow any of its employees, or its Subconsultants and their employees, to bring the reputation of the Client into disrepute by any action, activity or behaviour in connection with computer hardware or software. Failure by the Consultant to comply with this Clause shall constitute a material breach of this agreement which may lead to termination.

Option Z109

Russian & Belarussian Products/Services

Insert new clause 108:

108.1 The Consultant shall, and shall procure that their Subconsultants shall, notify the Authority in writing as soon as they become aware that:

- a. the service contains any Russian/Belarussian products and/or services; or
- b. that the Consultant or any part of the Consultant's supply chain is linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian/Belarusian person or entity. Please note that this does not include companies:

registered in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement; and/or

which have significant business operations in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement.

108.2 The Consultant shall, and shall procure that their Subconsultants shall, include in such notification (or as soon as reasonably practicable following the notification) full details of the Russian products, services and/or entities and shall provide all reasonable assistance to the Client to understand the nature, scope and impact of any such products, services and/or entities on the provision of the service.

108.3 The Client shall consider the notification and information provided by the Consultant and advise the Consultant in writing of any concerns the Client may have and/or any action which the Client will require the Consultant to take. The Consultant shall be required to submit a response to the concerns raised by the Client, including any plans to

mitigate those concerns, within 14 business days of receipt of the Client's written concerns, for the Client's consideration.

108.4 The Consultant shall include provisions equivalent to those set out in this clause in all relevant Sub-contracts.