

Contract document PSC 3rd Ed.

Contract for:

Thursley and Martin Down National Nature Reserve Feasibility Studies

Project Ref:34425

Non Returnable Documents

Contents Contract data Scope

Prepared by:

Date: 11/10/21 Version: 02

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



Non-Returnable documents
PSC 3rd Ed.

Section 1
Contents

Section 1 - Document summary and contents

Docu	Document summary			
	Section	Title	Description	
lble s	1	Document summary and contents list	A guide to the documents and 'tendering' arrangements.	
on-Returnak Documents	2	Contract data part one	Data (supplied by the <i>Employer</i>) required by the conditions of contract specific to this contract.	
Non-Returnable Documents	3	Scope	The specification and description of the services and constraints on how the <i>Consultant</i> is to provide the services.	
ıts	4	Document summary and contents list	A guide to the tender documents	
Returnable Documents	5	Contract data part two	Data (supplied by the <i>Consultant</i>) required by the conditions of contract specific to this contract.	
၂၀	6	Pricing data	The activity schedule Option A .	
e [Risk register N/A)	
nab			The risk budget N/A)	
Retur	7	Consultant's schedules	Information required with the tender and the Consultant's technical offer. Includes certificates for completion and return with the tender.	

Appendices:

APPENDIX1: GENERAL DATA PROTECTION REGULATION (GDPR) REQUIREMENTS

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



Contract Documents PSC 3 rd Ed.	Section 2 Contract Data Part one
--	--

Data provided by the *Employer*

Con	Contract for Feasibility and Options Review Services		
1.	General		
•	the NE 2011ir	onditions of contract are a) the core clauses and the clauses for the Options set out below of EC3 Professional Services Contract (June 2005) and amended by June 2006 and September a conjunction with b) agreement reference 9Y8C – TM97UR Property & Design Specification es. In the event of a conflict between terms, the terms cited under a) above shall apply.	
	A:	Priced contract with activity schedule	
	W2:	Dispute Resolution Procedure (use when Housing Grants, Construction and Regeneration Act 1996 applies)	
	X1:	Not used	
	X2:	Changes in the law	
	X3:	Not used	
	X4:	Not used	
	X5:	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 Employer	
	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	
		tract Risk Register will be maintained to record early warnings and compensation events. An ole of the form of register to be used will be sent to the Agency PM for agreement prior to	
	Z:	The Additional conditions of contract are in point 10. Option Z	



• The services are:

Professional Services to support Defra's enhancement of buildings and site infrastructure within Thursley Reserve Base, including feasibility study recommending the location of newly designed and built Reserve Base. For the purposes of the contract this will include RIBA Stages 0 and 1.

Professional Services to support Defra's enhancement of buildings and site infrastructure within Martin Down Reserve Base, including feasibility study recommending the location of newly designed and built Reserve Base. For the purposes of the contract this will include RIBA Stages 0 and 1.

All work will have broader objectives of improving the environmental performance of assets, and heightening health and safety standards.

•

The *Employer* is The Department for Environment, Food & Rural Affairs (Defra) Nobel House
17 Smith Square
London
SW1P 3JR

•

Employer's project manager:

- 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	access date	
Thursley National Nature Reserve	1st September 2021 to 29 October 2021	
Martin Down National Nature Reserve Site	1 September 2021 to 29 October 2021	
DEFRA Group Property Team	1st September 2021 to 29 October 2021	

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



3. Time

- The starting date is 1st September 2021
- The completion date for the whole of the services is 6 weeks after the starting date
- The completion date for each Section of the services is

Section Description

Amount

Completion Date

N/A

- The Consultant submits revised programmes at intervals no longer than 4 weeks.
- The key dates and conditions to be met are

Section	Description	Completion date
N/A		

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: |

6. Compensation events

• There is no Contract Data required under this heading

7. Title and confidentiality

There is no Contract Data required under this heading.



Note - levels proposed are for this project specifically.

8. Indemnity and insurance

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

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

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

9. Disputes and termination

There is no Contract Data required under this heading

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

Z 1 Not Used



Z2 The text of CI 18 Prevention is deleted.

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

The services are affected by any of the following events

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

Z3A	Not used
Z3B	Not Used
Z3C	Not Used
Z4	Not used
Z5	Not used
Z 18	Not Used
Z19:	Not Used



Department for Environment Food & Rural Affairs

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

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.



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."



Contract Documents PSC 3 rd Ed.	Section 3 Scope
--	--------------------

- 3. The Parties' main responsibilities
- 3. 1 Details of the services

The Consultant shall;



DEFRA - NNR Programme - Martin Down
Fixed Priced Activity Schedule DRAFT stage 0-1
Core Services Activity
Anticipated Programme : 6 Weeks
Project Budget: £1,250,000

	Project Budget: £1,250,000		
Item	Description of Services Provided - Martin Down		
	RIBA Stage 1 - Feasibility Assessment and Options Review		
1	General Natural England reporting and liaison regarding progress/issues		
2	Attend project kick off meeting with DEFRA PM		
3	Initial assessment of client brief and review of existing information (where available)		
4	Project set-up and appointment of internal team and development of PSC		
5	Undertaken initial, non intrusive, site assessment, review relevant buildings (refurb only),		
	allow 1 day site visit and assessment of notes.		
6 7	1no 1hr teams call with DEFRA PM including meeting preparation and minutes / actions Undertake basic measured survey (Refurb only)		
	Develop initial, high level plans. Three options to be presented		
	Minimum - Minimum intervention to bring the facility in line with applicable standards with		
	some client requirements being compromised as a result.		
8	Medium - Medium intervention to bring the facility in line with applicable standards and client		
	requirements as well as affordable sustainable options		
	Maximum - Maximum intervention to bring the facility in line with applicable standards and		
	client requirements as well as maximising sustainable solutions		
9	1no 2hr teams call with DEFRA PM to discuss initial option proposals and obtain feedback.		
	Planning apprasial of site desiginations and planning policies to input into early stage design		
	development. Input into RIBA 0-1 report to compliment building surveyors assessment and		
10	designs. Assume that pre-planning application will submitted following approval from client		
	that RIBA 0-1 report design solution is acceptable (pre-application submission excluded from		
	RIBA 0-1 service). No Planning fee allowed for in cost.		
11	1 no 1hr teams call with DEFRA PM including meeting preparation and minutes / actions		
	The In teams can wan be for which and miscally decisis		
12	High level review of statutory items (section 8 – Planning, Building Control, Health and Safety		
	Legislation) with consideration for where a specialist may be required.		
13	Sustainability considerations for each option and provide subsequent assessment for input		
	into report.		
14	BREEAM pre-assessment and review of credit achievement, Allow for design team to input		
a)	into this section of the report . Produce credit schedules for each of the expected assessments that will be required		
aj	Carry out desk-top studies to look at any site-specific issues such as public transport,		
b)	amenities etc		
c)	Outline the schedules with the most likely strategy to get to an Excellent rating		
	Review their requirements that aren't strictly BREEAM, such as off-grid, carbon neutral,		
d)	'exemplar', BNG, rainwater harvesting etc		
	RIBA 1 requirements :		
	oll oll Developing the brief and records of the workshop (included)		
e)	oMat 03 Sustainable procurement plan		
	ollat 06 Material efficiency initial review		
	oŒ 02-05 Ecologist's input		
f)	Hold a workshop to present this to the project team/stakeholders for discussion (1 day inc		
	time to provide feedback/updates)		
15	Building services consideration for RIBA 1 output (this will be based on the findings of the		
1.0	initial condition survey/ site assessment).		
16	Produce a draft project programme with assumed tender periods (Client To confirm tender met		
17	Undertake internal Risk workshop for input into report with design team, conducted by lead de		
18 19	Advise on any surveys required to help assist in the design process RIBA 2 and later Provide cost elemental estimates for 3 no. options when possible		
	·		
20	Present options to client and agree preferred option 1 hour teams		
21	Prepare and issue the feasibility report with a development of chosen option cost plan		
22	Minor amendments to the report, if required, following submission.		



Item	Assumptions and clarifications - Martin Down
	The scope is limited to the provision of the services identified in this Activity Schedule at RIBA
1	Stage 0-1 and is subject to the PSC Ref: 9Y8C-TM97UR.
2	Any changes to the scope of service detailed in the activity schedule may be subject to
	additional fees and may incur programme delay.
3	No out of hours working
4	A single issue of the options has been allowed for. Any significant changes to options will
	incur additional fee.
5	We assume all /any existing information requested will be provided in a timely & sufficient
	capacity to allow us to achieve our deliverables in a once through process.
6	We have not made any allowance for procurement advice
7	There is no allowance for Principal Designer role. Assume DEFRA will engage the PD via the
	separate framework.
8	No allowance for asbestos advice in any form or at any stage.
9	We have made no allowance for Life Cycle Costing within this Fee Proposal No VAT on fee
10	
11	Basic condition surveys will be undertaken on a non-intrusive basis.
12	Every endeavour will be made to satisfy the aims of the scope of service, but some elements may not be possible due to the limitations of the non-intrusive survey. It is envisaged that
12	intrusive surveys will be undertake following contractor appointment.
13	Unrestricted access will be provided to all areas during the site visit.
13	Operating and Maintenance Manuals together record information is available and will be
14	made available to the team in advance of the condition survey, ideally in electronic form.
	Whilst every effort will be made to provide costing estimates that are as accurate as possible,
15	the figures provided will be based on the design and information available in line with the
	RIBA stage of work.
16	1 no. elemental cost plan, for RIBA 1, for preferred option has been allowed for, any revisions
	may be subject to additional fees.
	A high level assessment or DDFFANA Diagrams and Zone Duilding Control will be presided and
17	A high level summary for BREEAM, Planning, Net Zero, Building Control will be provided and advise where specialist disciplines will be required moving forward.
	advise where specialist disciplines will be required moving forward.
18	Asbestos registers will be made available before works start.
19	Non-Standard equipment hire/purchase cost are excluded.
20	Distribution of all documents will be via a network-based information management system,
	hard copy drawings/specifications will not be required.
21	It is assumed that all end user engagement will be through the DEFRA PM
22	No allowance has been made for surveys required for planning. This will be developed at a
	later stage once consultation with the local planning authority has been taken.



DI	EFRA - NNR Programme - Thursley
Fix	xed Priced Activity Schedule DRAFT stage 0-1
Co	ore Services Activity
ıA	nticipated Programme : 6 Weeks
Pr	roject Budget: f

	Project Budget: f
Item	Description of Services Provided - Thursley
iteiii	Description of Services Frovided - Indisiey
	RIBA Stage 1 - Feasibility Assessment and Options Review
1	General Natural England reporting and liaison regarding progress/issues
2	Attend project kick off meeting with DEFRA PM
3	Initial assessment of client brief and review of existing information (where available)
4	Project set-up and appointment of internal team and development of PSC
5	Undertaken initial, non intrusive, site assessment, review relevant buildings (refurb only),
6	allow 1 day site visit and assessment of notes. 1no 1hr teams call with DEFRA PM including meeting preparation and minutes / actions
7	Undertake basic measured survey (Refurb only)
	Develop initial, high level plans. Three options to be presented
	Minimum - Minimum intervention to bring the facility in line with applicable standards with
	some client requirements being compromised as a result.
8	Medium - Medium intervention to bring the facility in line with applicable standards and client
	requirements as well as affordable sustainable options
	Maximum - Maximum intervention to bring the facility in line with applicable standards and client requirements as well as maximising sustainable solutions
9	1no 2hr teams call with DEFRA PM to discuss initial option proposals and obtain feedback.
	Planning apprasial of site designations and planning policies to input into early stage design
	development. Input into RIBA 0-1 report to compliment building surveyors assessment and
10	designs. Assume that pre-planning application will submitted following approval from client
	that RIBA 0-1 report design solution is acceptable (pre-application submission excluded from
	RIBA 0-1 service). No Planning fee allowed for in cost.
11	1 no 1hr teams call with DEFRA PM including meeting preparation and minutes / actions
	High level review of statutory items (section 8 – Planning, Building Control, , Health and Safety
12	Legislation) with consideration for where a specialist may be required.
13	Sustainability considerations for each option and provide subsequent assessment for input
	into report.
14	BREEAM pre-assessment and review of credit achievement, Allow for design team to input into this section of the report.
a)	Produce credit schedules for each of the expected assessments that will be required
	Carry out desk-top studies to look at any site-specific issues such as public transport,
b)	amenities etc
c)	Outline the schedules with the most likely strategy to get to an Excellent rating
d)	Review their requirements that aren't strictly BREEAM, such as off-grid, carbon neutral,
	'exemplar', BNG, rainwater harvesting etc
	RIBA 1 requirements : o Man 01 Developing the brief and records of the workshop (included)
e)	oMat 03 Sustainable procurement plan
-,	oMat 06 Material efficiency initial review
	oŒ 02-05 Ecologist's input
f)	Hold a workshop to present this to the project team/stakeholders for discussion (1 day inc
''	time to provide feedback/updates)
15	Building services consideration for RIBA 1 output (this will be based on the findings of the
16	initial condition survey/ site assessment). Produce a draft project programme with assumed tender periods (Client To confirm tender met
17	Undertake internal Risk workshop for input into report with design team, conducted by lead de
18	Advise on any surveys required to help assist in the design process RIBA 2 and later
19	Provide cost elemental estimates for 3 no. options when possible
20	Present options to client and agree preferred option 1 hour teams
21	Prepare and issue the feasibility report with a development of chosen option cost plan
22	Minor amendments to the report, if required, following submission.
	2 2 to the report, it requires, ronowing submissions



The scope is limited to the provision of the services identified in this Activity Schedule at R Stage 0-1 and is subject to the PSC Ref: 9Y8C-TM97UR. Any changes to the scope of service detailed in the activity schedule may be subject to additional fees and may incur programme delay. No out of hours working A single issue of the options has been allowed for. Any significant changes to options will incur additional fee. We assume all /any existing information requested will be provided in a timely & sufficient capacity to allow us to achieve our deliverables in a once through process. We have not made any allowance for procurement advice There is no allowance for Principal Designer role. Assume DEFRA will engage the PD via the separate framework. No allowance for asbestos advice in any form or at any stage. We have made no allowance for Life Cycle Costing within this Fee Proposal			
Stage 0-1 and is subject to the PSC Ref: 9Y8C-TM97UR. Any changes to the scope of service detailed in the activity schedule may be subject to additional fees and may incur programme delay. No out of hours working A single issue of the options has been allowed for. Any significant changes to options will incur additional fee. We assume all /any existing information requested will be provided in a timely & sufficient capacity to allow us to achieve our deliverables in a once through process. We have not made any allowance for procurement advice There is no allowance for Principal Designer role. Assume DEFRA will engage the PD via the separate framework. No allowance for asbestos advice in any form or at any stage.			
Any changes to the scope of service detailed in the activity schedule may be subject to additional fees and may incur programme delay. No out of hours working A single issue of the options has been allowed for. Any significant changes to options will incur additional fee. We assume all /any existing information requested will be provided in a timely & sufficient capacity to allow us to achieve our deliverables in a once through process. We have not made any allowance for procurement advice There is no allowance for Principal Designer role. Assume DEFRA will engage the PD via the separate framework. No allowance for asbestos advice in any form or at any stage.			
additional fees and may incur programme delay. No out of hours working A single issue of the options has been allowed for. Any significant changes to options will incur additional fee. We assume all /any existing information requested will be provided in a timely & sufficient capacity to allow us to achieve our deliverables in a once through process. We have not made any allowance for procurement advice There is no allowance for Principal Designer role. Assume DEFRA will engage the PD via the separate framework. No allowance for asbestos advice in any form or at any stage.			
No out of hours working A single issue of the options has been allowed for. Any significant changes to options will incur additional fee. We assume all /any existing information requested will be provided in a timely & sufficient capacity to allow us to achieve our deliverables in a once through process. We have not made any allowance for procurement advice There is no allowance for Principal Designer role. Assume DEFRA will engage the PD via the separate framework. No allowance for asbestos advice in any form or at any stage.			
 incur additional fee. We assume all /any existing information requested will be provided in a timely & sufficient capacity to allow us to achieve our deliverables in a once through process. We have not made any allowance for procurement advice There is no allowance for Principal Designer role. Assume DEFRA will engage the PD via the separate framework. No allowance for asbestos advice in any form or at any stage. 			
incur additional fee. We assume all /any existing information requested will be provided in a timely & sufficient capacity to allow us to achieve our deliverables in a once through process. We have not made any allowance for procurement advice There is no allowance for Principal Designer role. Assume DEFRA will engage the PD via the separate framework. No allowance for asbestos advice in any form or at any stage.			
capacity to allow us to achieve our deliverables in a once through process. We have not made any allowance for procurement advice There is no allowance for Principal Designer role. Assume DEFRA will engage the PD via the separate framework. No allowance for asbestos advice in any form or at any stage.			
capacity to allow us to achieve our deliverables in a once through process. We have not made any allowance for procurement advice There is no allowance for Principal Designer role. Assume DEFRA will engage the PD via the separate framework. No allowance for asbestos advice in any form or at any stage.			
There is no allowance for Principal Designer role. Assume DEFRA will engage the PD via the separate framework. No allowance for asbestos advice in any form or at any stage.			
separate framework. No allowance for asbestos advice in any form or at any stage.			
separate framework. 8 No allowance for asbestos advice in any form or at any stage.			
9 We have made no allowance for Life Cycle Costing within this Fee Proposal			
10 No VAT on fee			
Basic condition surveys will be undertaken on a non-intrusive basis.			
Every endeavour will be made to satisfy the aims of the scope of service, but some elemen			
may not be possible due to the limitations of the non-intrusive survey. It is envisaged that			
intrusive surveys will be undertake following contractor appointment. 13 Unrestricted access will be provided to all areas during the site visit.			
Unrestricted access will be provided to all areas during the site visit.			
Operating and Maintenance Manuals together record information is available and will be			
made available to the team in advance of the condition survey, ideally in electronic form.			
Whilst every effort will be made to provide costing estimates that are as accurate as possib			
the figures provided will be based on the design and information available in line with the			
RIBA stage of work.			
1 no. elemental cost plan, for RIBA 1, for preferred option has been allowed for, any revisio			
may be subject to additional fees.			
A high level summary for BREEAM, Planning, Net Zero, Building Control will be provided an			
advise where specialist disciplines will be required moving forward.			
18 Asbestos registers will be made available before works start.			
Assested registers will be illade available before works start.			
19 Non-Standard equipment hire/purchase cost are excluded.			
Distribution of all documents will be via a network-based information management system			
hard copy drawings/specifications will not be required.			
21 It is assumed that all end user engagement will be through the DEFRA PM			
No allowance has been made for surveys required for planning. This will be developed at a			
later stage once consultation with the local planning authority has been taken.			



Contract document PSC 3rd Ed.

Contract for:

Thursley and Martin
Down National
Nature Reserve
Feasibility Studies

Project Ref: 34425

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

Document summary					
	Section	Title	Description		
able ts	1	Document summary and contents list	A guide to the documents and 'tendering' arrangements.		
n-Returnab Documents	2	Contract data part one	Data (supplied by the <i>Employer</i>) required by the conditions of contract specific to this contract.		
Non-Returnable Documents	3	Scope	The specification and description of the services and constraints on how the <i>Supplier</i> is to provide the services.		
ıts	4	Document summary and contents list	A guide to the tender documents		
Returnable Documents	5	Contract data part two	Data (supplied by the <i>Consultant</i>) required by the conditions of contract specific to this contract.		
000	6	Pricing data	The activity schedule Option A		
le [Risk register		
nab			The risk budget		
Retur	7	Consultant's schedules	Information required with the tender and the Consultant's technical offer. Includes certificates for completion and return with the tender.		





Contract Documents PSC 3 rd Ed.	Section 5 Contract Data Part two
--	--

Data provided by the Consultant



1	The <i>Consultant</i> is Name: Mott MacDon Address: Mott MacDo CR0 2EE, United King	Standard requirement	
• T	he <i>key persons</i> are:		
1	Name		Name key people to be working on the contract
	Job	Project Manager	However please state here
-	Responsibilities	Project Manager	details of any special qualifications or experience
	Qualifications		relevant to these <i>key</i> jobs
	Experience	■ Years Project Manager	
2	Name		Add more key persons following
	Job	Account Lead	the two shown here if needed
	Responsibilities	Programme Lead	
	Qualifications		
	Experience	Years Project Manager	

• The staff rates are as follows;

				Staff Grad	le / Position		
Hourly Rates Proposal		Partner / Director	Associate	Senior	Consultant	Graduate / CAD Tech	Traine
P e r	Key Account Manager						
s	Project Manager						
n n	Architect						
e I	Cost Consultant (Quantity Surveyor)						
R	Engineer (M&E / Drains)						
o I e	Engineer (Structural)						



The Consultant is to submit a first programme for acceptance within 4 weeks of the Contract Date	This will always be included – main purpose is to inform how the Consultant 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 (Option A).

	Section 6.1 Pricing Data
1 30 3 Eu.	Tricing Data

6.1 Activity schedule

The services	Please see below activity schedule for our scope of services
Contract Number	Ecm_62673

Stage Activity Code	Description	Lump sum prices for activities £	
	See attached appended Activity Schedule	-	



DEFRA - NNR Progr	amme - Thursley	
Fixed Priced Activi	ty Schedule DRAFT stage 0-1	
Core Services Activ	ity	
Anticipated Progra	mme : 6 Weeks	
Project Budget		

	Anticipated Programme : 6 Weeks		
	Project Budget		
14 0 100	Description of Comises Bravided Thursday		
Item	Description of Services Provided - Thursley		
			Total
	RIBA Stage 1 - Feasibility Assessment and Options Review	£	24,928.9
1	General Natural England reporting and liaison regarding progress/issues	£	
2	Attend project kick off meeting with DEFRA PM	£	
3	Initial assessment of client brief and review of existing information (where available)	£	
4	Project set-up and appointment of internal team and development of PSC	£	
5	Undertaken initial, non intrusive, site assessment, review relevant buildings (refurb only),	£	
6	allow 1 day site visit and assessment of notes.	£	
6 7	1no 1hr teams call with DEFRA PM including meeting preparation and minutes / actions Undertake basic measured survey (Refurb only)	£	
	Develop initial, high level plans. Three options to be presented		
	Minimum - Minimum intervention to bring the facility in line with applicable standards with		
	some client requirements being compromised as a result.		
8	Medium - Medium intervention to bring the facility in line with applicable standards and client	£	
	requirements as well as affordable sustainable options		
	Maximum - Maximum intervention to bring the facility in line with applicable standards and		
	client requirements as well as maximising sustainable solutions		
9	1no 2hr teams call with DEFRA PM to discuss initial option proposals and obtain feedback. Planning apprasial of site desiginations and planning policies to input into early stage design	£	
	development. Input into RIBA 0-1 report to compliment building surveyors assessment and		
10	designs. Assume that pre-planning application will submitted following approval from client	£	
	that RIBA 0-1 report design solution is acceptable (pre-application submission excluded from		
	RIBA 0-1 service). No Planning fee allowed for in cost.		
11	1 no 1hr teams call with DEFRA PM including meeting preparation and minutes / actions	£	
12	High level review of statutory items (section 8 – Planning, Building Control, , Health and Safety	£	
12	Legislation) with consideration for where a specialist may be required.	L	
13	Sustainability considerations for each option and provide subsequent assessment for input	£	
	into report.		
14	BREEAM pre-assessment and review of credit achievement, Allow for design team to input into this section of the report .	£	
a)	Produce credit schedules for each of the expected assessments that will be required	£	
	Carry out desk-top studies to look at any site-specific issues such as public transport,		
b)	amenities etc	£	
c)	Outline the schedules with the most likely strategy to get to an Excellent rating	£	
d)	Review their requirements that aren't strictly BREEAM, such as off-grid, carbon neutral,	£	
	'exemplar', BNG, rainwater harvesting etc		
	RIBA 1 requirements : o Man 01 Developing the brief and records of the workshop (included)		
e)	oMat 03 Sustainable procurement plan	£	
C)	oMat 06 Material efficiency initial review	-	
	oÆ 02-05 Ecologist's input		
£)	Hold a workshop to present this to the project team/stakeholders for discussion (1 day inc	,	
f)	time to provide feedback/updates)	£	
15	Building services consideration for RIBA 1 output (this will be based on the findings of the	£	
	initial condition survey/ site assessment).		
16 17	Produce a draft project programme with assumed tender periods (Client To confirm tender met	£	
18	Undertake internal Risk workshop for input into report with design team, conducted by lead de Advise on any surveys required to help assist in the design process RIBA 2 and later	£	
19	Provide cost elemental estimates for 3 no. options when possible	£	
20	Present options to client and agree preferred option 1 hour teams	£	
21	Prepare and issue the feasibility report with a development of chosen option cost plan	£	
22	Minor amendments to the report, if required, following submission.	£	



Department for Environment Food & Rural Affairs

Stage Activity Code	Description	Lump sum prices for activities £
---------------------------	-------------	----------------------------------



Stage Activity Code		ity	Description	Lump sum prices for activities £			
It	tem	Assumptions and clarifications - Thursley					
	1	The scope is limited to the provision of the services identified in this Activity Schedule at RIBA					
	1	Stage 0-1 and is subject to the PSC Ref: 9Y8C-TM97UR.					
	2	Any ch	nanges to the scope of service detailed in the activity schedule may be su	ubject to			
	2	additi	onal fees and may incur programme delay.				
	3	No out of hours working					
	4	A sing	le issue of the options has been allowed for. Any significant changes to o	options will			
	_		additional fee.				
	5		sume all /any existing information requested will be provided in a timel	y & sufficient			
		_	ty to allow us to achieve our deliverables in a once through process.				
	6		ve not made any allowance for procurement advice				
	7		is no allowance for Principal Designer role. Assume DEFRA will engage the	he PD via the			
			ate framework.				
	8		owance for asbestos advice in any form or at any stage.				
	9		ve made no allowance for Life Cycle Costing within this Fee Proposal				
	10		T on fee				
	11		condition surveys will be undertaken on a non-intrusive basis.				
	12	Every endeavour will be made to satisfy the aims of the scope of service, but some element					
	12	may not be possible due to the limitations of the non-intrusive survey. It is envisaged that					
	13	intrusive surveys will be undertake following contractor appointment.					
	12		tricted access will be provided to all areas during the site visit.	and will be			
	14	Operating and Maintenance Manuals together record information is available and will be made available to the team in advance of the condition survey, ideally in electronic form.					
	15	Whilst every effort will be made to provide costing estimates that are as accurate as possible, the figures provided will be based on the design and information available in line with the					
	13	RIBA stage of work.					
	16		elemental cost plan, for RIBA 1, for preferred option has been allowed fo	r, any revisions			
		may b	e subject to additional fees.				
	17	A high level summary for BREEAM, Planning, Net Zero, Building Control will be provided and					
		advise	where specialist disciplines will be required moving forward.				
	18	Asbes	tos registers will be made available before works start.				
	19		tandard equipment hire/purchase cost are excluded.				
	20		oution of all documents will be via a network-based information manage	ment system,			
			opy drawings/specifications will not be required.				
	21		sumed that all end user engagement will be through the DEFRA PM				
	22		owance has been made for surveys required for planning. This will be de	•			
		later stage once consultation with the local planning authority has been taken.					



Department for Environment Food & Rural Affairs

Stage Activity Code	Description	Lump sum prices for activities £
---------------------------	-------------	----------------------------------



DEFRA - NNR Programme - Martin Down	
Fixed Priced Activity Schedule DRAFT stage 0-1	
Core Services Activity	
Anticipated Programme : 6 Weeks	
Project Budget:	

	Anticipated Programme : 6 Weeks		
	Project Budget:		
Item	Description of Services Provided - Martin Down		
			Total
	RIBA Stage 1 - Feasibility Assessment and Options Review	£	24,860.68
1	General Natural England reporting and liaison regarding progress/issues	£	
2	Attend project kick off meeting with DEFRA PM	£	
3	Initial assessment of client brief and review of existing information (where available)	£	
4	Project set-up and appointment of internal team and development of PSC	£	
_	Undertaken initial, non intrusive, site assessment, review relevant buildings (refurb only),	_	
5	allow 1 day site visit and assessment of notes.	£	
6	1no 1hr teams call with DEFRA PM including meeting preparation and minutes / actions	£	
7	Undertake basic measured survey (Refurb only)	£	
	Develop initial, high level plans. Three options to be presented Minimum - Minimum intervention to bring the facility in line with applicable standards with		
	some client requirements being compromised as a result.		
8	Medium - Medium intervention to bring the facility in line with applicable standards and client	£	
	requirements as well as affordable sustainable options		
	Maximum - Maximum intervention to bring the facility in line with applicable standards and		
	client requirements as well as maximising sustainable solutions		
9	1no 2hr teams call with DEFRA PM to discuss initial option proposals and obtain feedback.	£	
	Planning apprasial of site designaations and planning policies to input into early stage design		
40	development. Input into RIBA 0-1 report to compliment building surveyors assessment and		
10	designs. Assume that pre-planning application will submitted following approval from client	£	
	that RIBA 0-1 report design solution is acceptable (pre-application submission excluded from RIBA 0-1 service). No Planning fee allowed for in cost.		
	NDA 0-1 Service). No Flamming ree anowed for in cost.		
11	1 no 1hr teams call with DEFRA PM including meeting preparation and minutes / actions	£	
12	High level review of statutory items (section 8 – Planning, Building Control, Health and Safety	£	
	Legislation) with consideration for where a specialist may be required.		
13	Sustainability considerations for each option and provide subsequent assessment for input	£	
	into report.		
14	BREEAM pre-assessment and review of credit achievement, Allow for design team to input into this section of the report .	£	
a)	Produce credit schedules for each of the expected assessments that will be required	£	
	Carry out desk-top studies to look at any site-specific issues such as public transport,		
b)	amenities etc	£	
c)	Outline the schedules with the most likely strategy to get to an Excellent rating	£	
d)	Review their requirements that aren't strictly BREEAM, such as off-grid, carbon neutral,	£	
u)	'exemplar', BNG, rainwater harvesting etc		
	RIBA 1 requirements :		
_,	oMan 01 Developing the brief and records of the workshop (included)		
e)	oMat 03 Sustainable procurement plan	£	
	o№at 06 Material efficiency initial review o№ 02-05 Ecologist's input		
	Hold a workshop to present this to the project team/stakeholders for discussion (1 day inc		
f)	time to provide feedback/updates)	£	
15	Building services consideration for RIBA 1 output (this will be based on the findings of the	£	
	initial condition survey/ site assessment).		
16	Produce a draft project programme with assumed tender periods (Client To confirm tender met	£	
17	Undertake internal Risk workshop for input into report with design team, conducted by lead de	£	
18 19	Advise on any surveys required to help assist in the design process RIBA 2 and later Provide cost elemental estimates for 3 no. options when possible	£	
	·		
20	Present options to client and agree preferred option 1 hour teams	£	
21	Prepare and issue the feasibility report with a development of chosen option cost plan	£	
22	Minor amendments to the report, if required, following submission.	£	



Food & Rural Affairs

Stage Activity Code	Description	Lump sum prices for activities £
---------------------------	-------------	----------------------------------



Stage Activity Code		ity	ity Description Lump su				
ı	ltem	Assumptions and clarifications - Martin Down					
	1	The scope is limited to the provision of the services identified in this Activity Schedule at RIBA					
	1	Stage 0-1 and is subject to the PSC Ref: 9Y8C-TM97UR.					
	2	Any changes to the scope of service detailed in the activity schedule may be subject to					
	2	additional fees and may incur programme delay.					
	3	No out of hours working					
	4	_	le issue of the options has been allowed for. Any significant changes to c	options will			
			additional fee.				
	5		sume all /any existing information requested will be provided in a timel	y & sufficient			
		_	ty to allow us to achieve our deliverables in a once through process.				
	6		ve not made any allowance for procurement advice				
	7		is no allowance for Principal Designer role. Assume DEFRA will engage the	he PD via the			
L			ate framework.				
L	8		owance for asbestos advice in any form or at any stage.				
L	9		ve made no allowance for Life Cycle Costing within this Fee Proposal				
H	10		T on fee				
H	11		condition surveys will be undertaken on a non-intrusive basis. endeavour will be made to satisfy the aims of the scope of service, but s				
	12						
	12	may not be possible due to the limitations of the non-intrusive survey. It is envisaged that					
H	13	intrusive surveys will be undertake following contractor appointment.					
H	13		tricted access will be provided to all areas during the site visit.	and will be			
	14	Operating and Maintenance Manuals together record information is available and will be made available to the team in advance of the condition survey, ideally in electronic form.					
H							
	15	Whilst every effort will be made to provide costing estimates that are as accurate as possible, the figures provided will be based on the design and information available in line with the					
	13	RIBA stage of work.					
	16		elemental cost plan, for RIBA 1, for preferred option has been allowed fo	r, any revisions			
		may b	e subject to additional fees.				
	17	A high level summary for BREEAM, Planning, Net Zero, Building Control will be provided and					
		advise where specialist disciplines will be required moving forward.					
	18	Asbes	tos registers will be made available before works start.				
	19		tandard equipment hire/purchase cost are excluded.				
	20		oution of all documents will be via a network-based information manage	ment system,			
			opy drawings/specifications will not be required.				
	21		sumed that all end user engagement will be through the DEFRA PM				
	22		owance has been made for surveys required for planning. This will be de	•			
		later stage once consultation with the local planning authority has been taken.					



Stage Activity Description Code			Lump sum prices for activities £
Signature		Date	



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

Not Used



	Section 7
DOC and E-1	Consultant's schedules
	3011044103

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



Statement by Consultant Consultant's schedule 7.0

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

Signed	Date	
Name	Position	
Consultant		



Proposed	Consultant's
Sub consultants	schedule: 7.1
PSC 3 rd Ed.	

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.

	Name and address of proposed Sub consultant	Nature and extent of service	Proposed procurement method used/to be used to achieve value for money	Proposed conditions of contract to be used to purchase services from Sub consultant	Previous experience with Sub consultant
1.		Architectural and Building Surveying Services	Lump Sum Fee provided within Activity Schedule	Mott MacDonald sub-consultancy agreement (with amendments)	Working with MML on projects across the UK



I Managente	Consultant's
PSC 3 rd Ed.	schedule: 7.2

Note to framework Consultant: Please describe the management arrangements for the *services*.

This note is not part of the contract



- 1.CV's (see attached)
- 2. Ethics Compliance Statement
- 3. Activity Schedules



 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.

Quality Assurance will be conducted in accordance with Mott MacDonald standard Quality Assurance, BMS and STEP Procedures.



	Consultant's schedule: 7.4
PSC 3** Eu.	

Health and Safety will be in line with Mott MacDonald's standard health and safety procedures.



	Consultant's schedule: 7.5
PSC 3 rd Ed.	

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.

To be agreed.	



Form of Agreement	7.6
PSC 3 rd Ed.	

Contract Title:

This agreement is made on "As per signature on BRAVO".

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

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

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

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



Appendix 1: General Data Protection Regulation (GDPR) Requirements

Additional Definitions

Agreement: this contract;

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

Data Protection Legislation : (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;

Data Protection Impact Assessment : an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

Controller , Processor , Data Subject , Personal Data , Personal Data Breach , Data Protection Officer take the meaning given in the GDPR.

Data Loss Event: any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

Data Subject Access Request: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

DPA 2018: Data Protection Act 2018

GDPR: the General Data Protection Regulation (Regulation (EU) 2016/679)

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

Protective Measures : appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.

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

Data Protection Requirements

- 1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Employer is the Controller and the Contractor is the Processor. The Contractor processes data only as authorised in Appendix 2 (Schedule of Processing, Personal Data and Data Subjects) by the Employer and may not be determined by the Contractor.
- 1.2 The Contractor notifies the Project Manager immediately if it considers that any of requirement of the documents forming part of this contract infringe the Data Protection Legislation.
- 1.3 The Contractor provides all reasonable assistance to the Employer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the



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;



- (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.



- 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.

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.

