

Framework: Client Support Framework
Supplier: Jeremy Benn Associates Ltd

Company Number: 03246693

Geographical Area: North East

Project Name: Commercial Sustainability Intelligence and Benchmarking

Project Number:

Contract Type: <u>Professional Service Contract</u>

Option:

Contract Number: 32859

Revision	Status		Originator		Reviewer		Date	
								\neg

PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework CONTRACT DATA

Project Name

Commercial Sustainability Intelligence and Benchmarking

Project Number

This contract is made on 01 June 2021 between the *Client* and the *Consultant*

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 02nd day of July 2019 between the *Client* and the *Consultant* in relation to the Client Support Framework. The entire Agreement and the following schedules are incorporated into this contract by reference
- Schedules 1 through to 14 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference PSC Scope Commercial Sustainability Intelligence and Benchmarking

Part One - Data provided by the Client

Statements given in all Contracts

1 General

The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Professional Service Contract June 2017.

of the NEO+ Professional	Service Contract June 2017.							
Main Option	Option for re avoiding dis	esolving and sputes						
Secondary Options								
X2: Change	es in the law							
X8: Undert	akings to Others							
X9: Transfe	er of rights							
X10: Inforr	mation modelling							
X11: Termi	ination by the <i>Client</i>							
X18: Limita	ation of liability							
Y(UK)2: Th	e Housing Grants, Constructio	on and Regenera	tion Act 1996					
Y(UK)3: Th	e Contracts (Rights of Third Pa	arties) ⊡ ct 1999						
Z: Addition	nal conditions of contract							
The service is	The objective of this proj	ect is to measur			al impact throu ater and waste	sis of data a	nd calculation	ı of baselines
The Client is		DEFRA						
Address for communication	ons	2 Marsham S London SW1P 4DF	treet					
Address for electronic cor	nmunications							
The Service Manager is								
Address for communications		Environment Lateral 8 City Walk Leeds LS11 9AT	Agency					
Address for electronic cor	nmunications							
The Scope is in PSC Scope - Commercial	Sustainability Intelligence and	l Benchmarking						
The language of the contr	ract is English							
The law of the contract is the law of England and W	; /ales, subject to the jurisdiction	n of the courts o	f England and	Wales				
The period for reply is	2 weeks							

following Completion or earlier termination

The period for retention is

6 years

The following matters will be included in the Early Warning Register

key date

Early warning meetings are to be held at intervals no longer than 2 weeks

2 The Consultant's main responsibilities

The key dates and conditions to be met are

condition to be met

'none set'
'none set'
'none set'
'none set'
'none set'

The Consultant prepares forecasts of the total Defined Cost plus Fee

and expenses at intervals no longer than 4 weeks

3 Time

The starting date is 01 June 2021

The ${\it Client}$ provides access to the following persons, places and things

access date

The Consultant submits revised programmes at intervals

no longer than 4 weeks

The *completion date* for the whole of the *service* is 13 October 2021

The period after the Contract Date within which the *Consultant* is to

submit a first programme for acceptance is 2 weeks

4 Quality management

The period after the Contract Date within which the *Consultant* is to submit a quality policy statement and quality plan is

2 weeks

26 weeks

All UK Offices

The period between Completion of the whole of the service and the

defects date is

5 Payment

The *currency of the contract* is the £ sterling

The assessment interval is Monthly

The expenses stated by the Client are as stated in Schedule 6.

The *interest rate* is 2.00% per annum (not less than 2) above the Base rate of the Bank of England

The locations for which the *Consultant* provides a charge for the cost of support people and office overhead are

The exchange rates are those published in

on

6 Compensation events

These are additional compensation events

- Managing and mitigating the impact of Covid 19 and working in
- accordance with Public Health England guidance, as may vary from time to time, between 1st April 2021 and 30th June 2021
- 2. 'not used
- 3. 'not used'
- 4. 'not used'
- 5. 'not used'

8 Liabilities and insurance

These are additional *Client's* liabilities

- 1. 'not used'
- 2. 'not used'
- 3. 'not used'

The minimum amount of cover and the periods for which the *Consultant* maintains insurance are

EVENT MINIMUM AMOUNT OF PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICE OR TERMINATION

The Consultant's failure to use the skill and care normally used by professionals providing services similar to the service

claim, without limit to the number of claims

Loss of or damage to property and liability for bodily injury to or death of required by law in respect of the Consultant) arising from or in connection with the Consultant Providing the Service

Which ever is the greater of or the amount a person (not an employee of each claim, without limit to the number of claims

employees of the Consultant arising out of required by law in respect and in the course of their of each claim, without limit employment in connection to the number of claims with the contract

Death of or bodily injury to Which ever is the greater of For the period required by £5m or the amount

The Consultant's total liability to the Client for all matters arising under or in connection with the contract, other than the excluded matters is limited to

Resolving and avoiding disputes

The tribunal is litigation in the courts

The Adjudicator is 'to be confirmed' Address for communications 'to be confirmed'

Address for electronic communications 'to be confirmed'

The Adjudicator nominating body is The Institution of Civil Engineers

Z Clauses

Z1 Disputes

Delete existing clause W2.1

Z2 Prevention

The text of clause 18 Prevention is deleted

Delete the text of clause 60.1(12) and replace with: The service is 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,
- Ionising 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.

Z3 Disallowed Costs

In second bullet of 11.2 (18) add:

(including compensation events with the Subcontractor, i.e. payment for work that should not have been undertaken).

- Add the following additional bullets after 'and the cost of ' • Mistakes or delays caused by the Consultant's failure to follow standards in Scopes/quality plans.
- Reorganisation of the *Consultant*'s project team. · Additional costs or delays incurred due to Consultant's failure to comply with published and known guidance or document formats
- Exceeding the Scope without prior instruction that leads to abortive cost
- Re-working of documents due to inadequate QA prior to submission, i.e. grammatical, factual arithmetical or design errors.
- Production or preparation of self-promotional material.
- Excessive charges for project management time on a commission for secondments or full time appointments (greater than 5% of commission value) • Any hours exceeding 8 per day unless with prior written agreement of the Service Manager
- · Any hours for travel beyond the location of the nearest consultant office to the project unless previously agreed with the Service Manager
- · Attendance of additional individuals to meetings/ workshops etc who have not been previously invited by the Service Manager • Costs associated with the attendance at additional meetings after programmed Completion, if delay is due to Consultant performance.
- Costs associated with rectifications that are due to *Consultant* error or omission.
- Costs associated with the identification of opportunities to improve our processes and procedures for project delivery through the Consultant's involvement
- · Was incurred due to a breach of safety requirements, or due additional work to comply with safety requirements • Was incurred as a result of the Client issuing a Yellow or Red Card to prepare a Performance Improvement Plan
- · Was incurred as a resulting of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit

When appointing Consultants on a secondment basis only:

Add clause 19

19.1 The Client will from starting date to Completion Date indemnify the Consultant against any and all liabilities, proceedings, costs, losses, claims and demands whatsoever arising directly or indirectly out of the activities of the Consultant in providing the services save where such claims, in the reasonable opinion of the Client, arise from or are contributed to by:

19.1.1 Misrepresentation or negligence by or on behalf of the *Consultant*;

19.1.2 The Consultant has acted contrary to the Service Manager's reasonable instructions or wholly outside the scope of the Consultant's duties as defined by the Service Manager.

Z6 The Schedule of Cost Components

The Schedule of Cost Components are as detailed in the Framework Schedule 6.

Z7 Linked contracts

Issues requiring redesign or rework on this contract due to a fault or error of the Consultant under this contract or a previous contract will neither be an allowable cost under this contract or any subsequent contract, nor will it be a Compensation event under this contract or any subsequent contract under this project or programme.

Z8 Requirement for Invoice

Insert the following sentence at the end of clause 51.1:

The Party to which payment is due submits an invoice to the other Party for the amount to be paid within one week of the *Service Manager's* certificate. Delete existing clause 51.2 and insert the following:

51.2 Each certified payment is made by the later of

- one week after the paying Party receives an invoice from the other Party and
- three weeks after the assessment date, or, if a different period is stated in the Contract Data, within the period stated.

If a certified payment is late, or if a payment is late because the Service Manager has not issued a certificate which should be issued, interest is paid on the late payment. Interest is assessed from the date by which the late payment should have been made until the date when the late payment is made, and is included in the first assessment after the late payment is made

Z9 Conflict of Interest

The Consultant immediately notifies the Client of any circumstances giving rise to or potentially giving rise to conflicts of interest relating to the Consultant (including without limitation its reputation and standing) and/or the Client of which it is aware or which it anticipates may justify the Client taking action to protect its interests. Should the Parties be unable to remove the conflict of interest to the satisfaction of the Client, in its sole discretion, may terminate this Contract.

Z10 Change in Control

The Consultant shall notify the Client as soon as reasonably practicable, in writing, of any agreement, proposal or negotiations which will or may result in a Consultant Change in Control and shall give further notice to the Client when any Change in Control has occurred. The Client may terminate this contract with immediate effect by notice in writing and without compensation to the Consultant within six (6) months of being notified that a Change of Control has occurred, or, where no notification has been made, the date that the Client becomes aware of the Change of Control, but shall not be permitted to terminate where the Client's prior written acceptance was granted prior to the Change in Control. A Change of Control is defined as per the Deed of Agreement, Z14.4.

Z12 Waiver

No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party by the Service Manager in writing in accordance with the Contract, and with express reference to Clause Z12. The failure of either party to insist upon strict performance of the Contract, or any failure or delay in exercising any right or remedy shall not constitute a waiver or dimunition of the obligations established by the Contract.

Secondary Options

OPTION X2: Changes in the law

The *law of the project* is the law of England and Wales, subject to the jurisdiction of the courts of England and Wales

OPTION X8: Undertakings to Others

The *undertakings to Others* are provided to

OPTION X10: Information modelling

The period after the Contract Date within which the ${\it Consultant}$ is to submit a first Information Execution Plan for acceptance is

2 weeks

OPTION X18: Limitation of liability

The Consultant's liability to the Client for indirect or consequential loss is limited to

The Consultant's liability to the Client for Defects that are not found until after the defects date is limited

The *end of liability date* is Completion of the whole of the *service*

after the

Y(UK2): The Housing Grants, Construction and Regeneration Act 1996

The period for payment is 14 Days after the date on which payment becomes due

Y(UK3): The Contracts (Rights of Third Parties Act) 1999

term beneficiary

NEC4 professional services contract (PSC) Scope

Project / contract Information

Project name	Commercial Sustainability Intelligence and Benchmarking			
Contract reference	32859			
Date	13/04/2021			
Version number	2			
Author				

Revision history

Revision date	Summary of changes	Version number
09/04/2021	First issue	V1
16/04/2021	Second Issue	V2

Details of the Scope

Details of the Scope are as follows.

1. Background:

The Defra group consists of 26 organisations ranging from those with 20 staff and one office to organisations such as the Environment Agency with over 10,000 staff and numerous buildings. All organisations now report as part of the Greening Government Commitments, so we have data for emissions from building use and travel. We also have data for some of our supply chain as an estimate based on the cost spend within certain sectors. The Environment Agency, who account for 46% of c.60,000t of our GGC reported emissions, and Kew Gardens have already carried out a benchmarking exercise, which we would expect the supplier to review to ensure that we have consistency in our data and calculations across the group.

2. Description of the services:

2.1. Objective

The objective of this project is to measure Defra group's operational impact through the analysis of data and calculation of baselines for emissions, water and waste. We are looking to have benchmarks produced in these areas, in order to set a point of reference for ongoing performance management. The consultant will be required to also provide assistance with setting an emissions reduction target in line with Science Based Targets initiative criteria and the creation of a reporting tool consistent with existing reporting techniques, to report transparently and track Defra group's progress going forward.

2.2. Outcome Specification & Products

a) Baselines & Benchmarking

- Analysis of data relating to all scope 1, 2 & 3 emissions, water and waste
- Analysis and calculation of estimates based on common methodology
- Collate and present all data into one data source that can be used to produce report or that links to a reporting tool consultant to make suggestion
- Use formal and common methodology to calculate Defra group's baselines in emissions, waste and water use.
- Provide benchmarks Setting of a standard point of reference for measurement to compare performance with.

b) Setting long term and interim emissions reductions targets in line with SBTi criteria

- Assistance and guidance on setting long term and interim targets that align with the Science based targets initiative to limit global warming to 1.5°C with a net-zero pathway
- Development of a disclosure report (see below) for transparent reporting of emissions and tracking progress annually.

c) Produce a reporting tool

- Produce reporting tool consistent with existing reporting techniques, for regular upstream collation of Defra group data, disclosure of emissions, waste and water use and tracking of progress annually. This can be part of the same data source mentioned in section (a) above.
- Produce carbon intelligence reports

- Development of data dashboards for clarity of reporting

3. Constraints, Standards and Specifications

- a) The *Consultant* shall supply a data specialist as part of the team, to ensure that appropriate use is made of existing data. In addition, any sources or formal methods of calculating approximate estimations where data is lacking, should be utilised.
- b) The *Consultant* shall follow the appropriate methodologies for carbon accounting, reporting and quality assurance.
- c) The *Consultant* shall provide advice and assistance aligned to science based target criteria and pathways.
- d) The Consultant shall provide the service in compliance with Client's policies.
- e) The *Consultant* is not to delegate their duties or powers without prior written agreement from the *Client*. Note that the *Client* expects delegation to a deputy will be required for certain tasks and at certain times during the contract.

4. Specific Project Requirements

- a) Staff are expected to work remotely and will need to be available for meetings in standard working hours 9am – 5pm on business days to be agreed
- b) Completion target date October 2021

5. Data Security

The *Consultant* shall comply with the usual data security measures required by The *Client's* policy and the CSF Deed of Agreement.

6. Services and other things provided by the *Client*

- a) Day-to-day line management in relation to the project role
- c) The *Client* will provide access to the necessary data and systems relevant to carrying out the project role and training on these should this be necessary

7. Data and information management and intellectual property rights

a) All of the data listed as being supplied to the Consultant as part of this commission remains the IP of the Client and should not be shared with any third parties without the Client's permission.

Part Two - Data provided by the Consultant

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

1 General

The Consultant is

Name and company number Jeremy Benn Associates Ltd

Address for communications 1 Broughton Park Old Lane North

Broughton Skipton North Yorkshire BD23 3FD

See CV

See CV

See CV

See CV

Address for electronic communications

The fee percentage is

The key persons are

Name (1) Job Responsibilities

Qualifications
Experience

The key persons are

Name (2) Job

Responsibilities Qualifications Experience

The key persons are

Name (3) Job Responsibilities Qualifications Experience -

The key persons are

Name (4) Job Responsibilities Qualifications Experience -

The key persons are

Name (5) Job Responsibilities Qualifications Experience -

The key persons are

Name (6) Job Responsibilities Qualifications Experience -

The key persons are

Name (7) Job Responsibilities Qualifications Experience -

The following matters will be included in the Early Warning Register

3 Time

The programme identified in the Contract Data is

1/6/21 to 31/10/21

Resolving and avoiding disputes

The Senior Representatives of the Consultant are

Name (1) Address for communications JBA Consulting 1 Broughton Park Old Lane North Broughton Skipton North Yorkshire, BD23 3FD Address for electronic communications Name (2) Address for communications JBA Consulting West Point Peterborough Business Park Lynchwood Peterborough

PE2 6GG Address for electronic communications

X10: Information Modelling

The information execution plan identified in the Contract Data is

Contract Execution

Client execution

