



Framework:

Supplier:

Company Number:

Geographical Area:

Project Name:

Project Number:

Contract Type:

Option:

Contract Number:

Client Support Framework

Jeremy Benn Associates Ltd

03246693

North East

Commercial Sustainability Intelligence and Benchmarking

Professional Service Contract

32859

Revision	Status		Originator		Reviewer		Date

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.

Main Option Option for resolving and avoiding disputes

- Secondary Options
- X2: Changes in the law
- X8: Undertakings to Others
- X9: Transfer of rights
- X10: Information modelling
- X11: Termination by the *Client*
- X18: Limitation of liability
- Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996
- Y(UK)3: The Contracts (Rights of Third Parties) Act 1999
- Z: *Additional conditions of contract*

The *service* is 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.

The *Client* is DEFRA

Address for communications 2 Marsham Street
London
SW1P 4DF

Address for electronic communications

The *Service Manager* is

Address for communications Environment Agency
Lateral
8 City Walk
Leeds
LS11 9AT

Address for electronic communications

The Scope is in
PSC Scope - Commercial Sustainability Intelligence and Benchmarking

The *language of the contract* is English

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

The *period for reply* is 2 weeks

The *period for retention* is 6 years following Completion or earlier termination

The following matters will be included in the Early Warning Register

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' *key date*
'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 *Client* provides access to the following persons, places and things
access *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

The period between Completion of the whole of the *service* and the *defects date* is 26 weeks

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 All UK Offices

The *exchange rates* are those published in on

6 Compensation events

These are additional compensation events

1. 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

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*, 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 diminution 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 *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 to

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

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

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
Address for electronic communications	
The <i>fee percentage</i> is	<div></div> <div></div>

The *key persons* are

Name (1)	
Job	
Responsibilities	
Qualifications	See CV
Experience	See CV

The *key persons* are

Name (2)	
Job	
Responsibilities	
Qualifications	See CV
Experience	See CV

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

[REDACTED]

-
-
-
-
-
-
-

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) [REDACTED]

Address for communications

JBA Consulting
1 Broughton Park
Old Lane North
Broughton
Skipton
North Yorkshire, BD23 3FD

Address for electronic communications

[REDACTED]

Name (2) [REDACTED]

Address for communications

JBA Consulting
West Point
Peterborough Business Park
Lynchwood
Peterborough
PE2 6GG

Address for electronic communications

[REDACTED]

X10: Information Modelling

The *information execution plan* identified in the Contract Data is

Contract Execution

Client execution

Signed under hand by [PRINT NAME] for and on behalf of DEFRA

Role _____

Signature _____

Occupation _____

Date 06/08/21 _____

Address _____

Consultant execution

Signed under hand by _____ for and on behalf of JEREMY BENN ASSOCIATES LTD

Role _____

Signature _____

Name _____

Occupation _____r

Date 29th July 2021 _____

Address _____
