

Crown Commercial Service

CONSTRUCTION PROFESSIONAL SERVICES FRAMEWORK SCHEDULE 5

**TEMPLATE CALL OFF AGREEMENT (INCORPORATING THE NEC4 PROFESSIONAL SERVICES
CONTRACT JUNE 2017 (INCLUDING AMENDMENTS ISSUED JANUARY 2019 AND OCTOBER 2020)
AND CONTRACT DATA**

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Date 2nd January 2026

FORM OF AGREEMENT

Incorporating the NEC4 Professional Services Contract 2023

Between

The Department for Environment, Food and Rural Affairs. And

Turner & Townsend Project Management Limited

For the provision of

Cost Partner and Programme Support for National Biosecurity Centre Programme

THIS AGREEMENT is made on the 2nd January 2026

PARTIES:

1. **Department for Environment, Food and Rural Affairs** whose offices are located at 2 Marsham St, London SW1P 4DF. (the "**Client**"); and
2. **Turner & Townsend Project Management Limited** which is a company incorporated in and in accordance with the laws of England and Wales (Company No. 02165592 whose registered office address is at One New Change, London EC4M 9AF (the "**Consultant**").

BACKGROUND

- (A) The Minister for the Cabinet Office (the "**Cabinet Office**") as represented by Crown Commercial Service, a trading fund of the Cabinet Office, without separate legal personality (the "**Authority**"), established a framework for construction professional services for the benefit of public sector bodies.
- (B) The *Consultant* was appointed to the framework and executed the framework agreement (with reference number RM6165) which is dated 01/10/2021 (the "**Framework Agreement**"). In the Framework Agreement, the Consultant is identified as the "Supplier".
- (C) [Blank]
- (D) [Blank.]
- (E) The *Consultant* has agreed to Provide the Services in accordance with this agreement and the Framework Agreement.

IT IS AGREED AS FOLLOWS:

1. The *Client* will pay the *Consultant* the amount due and carry out his duties in accordance with the *conditions of contract* identified in the Contract Data and the Contract Schedules.
2. The *Consultant* will Provide the Service in accordance with the *conditions of contract* identified in the Contract Data and the Contract Schedules.
3. This contract incorporates the conditions of contract in the form of the NEC4 Professional Services Contract June 2017 Edition incorporating amendments January 2019 and October 2020 and incorporating the following Options:

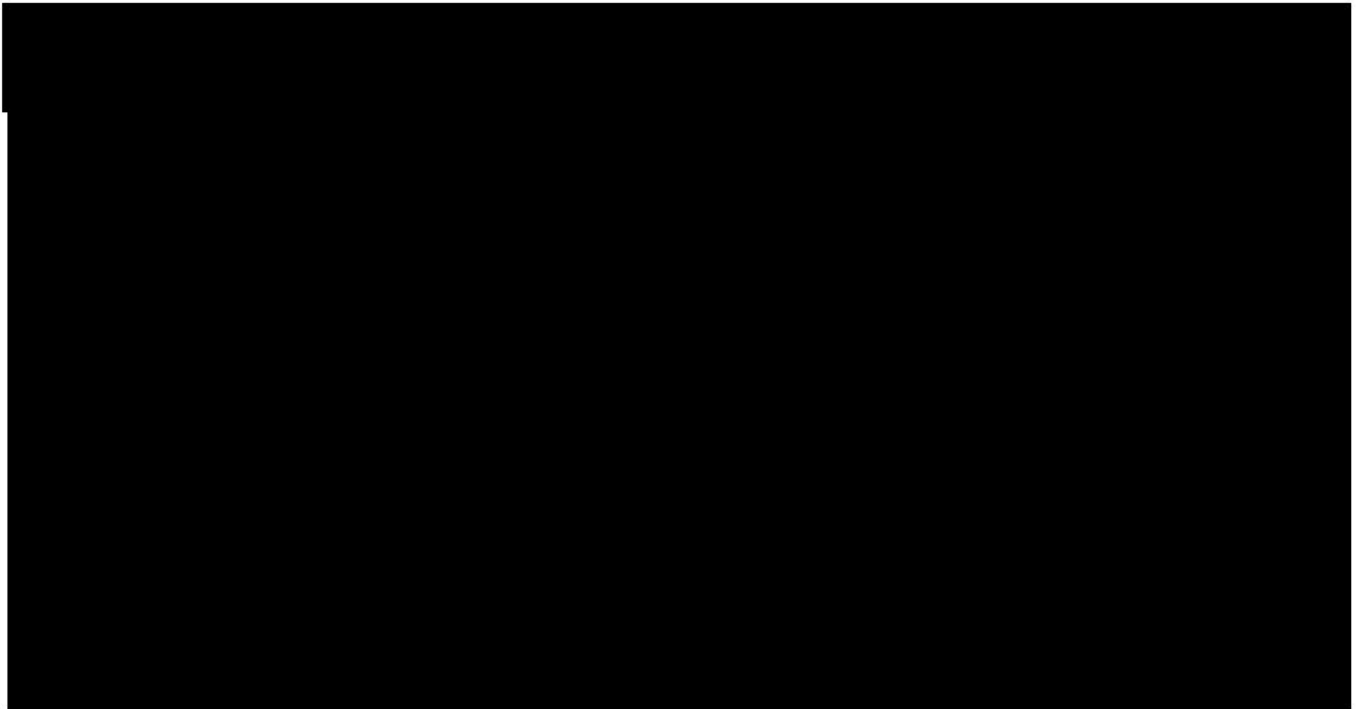
Main Option E

Option for resolving and avoiding disputes W1

Secondary Options X2, X11, X18, Y(UK)3 and Z2, Z4, Z5, Z6, Z7, Z8, Z9, Z10, Z13, Z14, Z16, Z22, Z44, Z48, Z50, Z51, Z52, Z100, Z101. which together with the *additional conditions of contract* specified in Option Z, and the amendments specified in Option Z, form this contract together with the documents referred to in it. References in the NEC4 Professional Services Contract June 2017 Edition incorporating amendments January 2019 and October 2020 to "the contract" are references to this contract.

4. This contract and the Framework Agreement is the entire agreement between the parties in relation to the *service* and supersedes and extinguishes all prior arrangements, understandings, agreements, statements, representations or warranties (whether written or oral) relating thereto.
5. Neither party has been given, nor entered into this contract in reliance on any arrangements, understandings, agreements, statements, representations or warranties other than those expressly set out in this agreement.
6. Nothing in clauses 4 or 5 shall exclude liability in respect of misrepresentations made fraudulently.

Signed by Ruth Thompson for and on behalf of Department for Environment, Food and Rural Affairs



Professional Services Contract

Contract Data

Part one – Data provided by the *Client*

- 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 the and secondary Options of the NEC4 Professional Services Contract June 2017 incorporating amendments January 2019 and October 2020.

Main Option E

Option for resolving and avoiding disputes W1

Secondary Options X2, X18, X20, Y(UK)3 and Z2, Z4, Z5, Z6, Z7, Z8, Z9, Z10, Z13, Z14, Z16, Z22, Z44, Z48, Z50, Z51, Z52, Z100, Z101.

The *Service Manager* is [REDACTED]

Address for communications [REDACTED]
[REDACTED]

Address for electronic communications [REDACTED]

The Scope is in Schedule 1: Schedule of Services

The *language of the contract* is English.

The law of the contract is the law of England and Wales and the Courts of the country selected above, shall have exclusive jurisdiction with regard to any dispute in connection with this Agreement and the Parties irrevocably agree to submit to the jurisdiction of those courts

The *period for reply* is two 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 held at intervals no longer than monthly

2 The Consultant's main responsibilities

**If the Client has
identified work
which is set to
meet a stated
condition by a key
date**

The *key dates* and *conditions* to be met are
condition to be met

If Option A is used

NA

**If Option C or E is
used:**

The *Consultant* prepares forecasts of the total Defined Cost plus Fee
and *expenses* at intervals no longer than 2 weeks

3 Time

The starting date is 2nd January 2026

The *Client* provides access to the following persons, places and
things

The *Consultant* submits revised programmes at intervals no longer
than one month.

**If the *Client* has
decided the
completion date
for the whole of
the service**

The *completion date* for the whole of the *service* is 31st July 2027

**If no programme
is identified in part
two of the
Contract Data**

The period after the Contract Date within which the *Consultant* is to
submit a first programme for acceptance is 4 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 4 weeks
The period between Completion of the whole of the *service* and the
defects date is 52 weeks.

5 Payment

The *currency of the contract* is the pound sterling (£).

The *assessment interval* is monthly

If the *Client* states any expenses The *expenses* stated by the *Client* are
To be agreed by Service Manager in line with Defra expenses policy.

If the period in which payments are made is not three weeks and Y(UK)2 is not used The period within which payments are made is Monthly

If Option C or E is used and the *Client* states any locations The locations for which the *Consultant* provides a charge for the cost of support people and office overhead are Weybridge - Woodham Ln, Addlestone KT15 3NB

If Option C is used NA

If Option C or E is used The *exchange rates* are those published in the Financial Times on the *assessment date* when payment in another currency is included in the Price for Services Provided to Date.

6 Compensation events

If there are additional compensation events These are additional compensation events
NA

8 Liability and insurance

If there are additional *Client* liabilities These are additional *Client* liabilities

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

event

event

event

	<p>The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i></p> <p>loss of or damage to property or death of or bodily injury to a person (not an employee of the <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the Service</p> <p>death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract</p>	<p>The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i></p> <p>loss of or damage to property or death of or bodily injury to a person (not an employee of the <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the Service</p> <p>death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract</p>	<p>The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i></p> <p>loss of or damage to property or death of or bodily injury to a person (not an employee of the <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the Service</p> <p>death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract</p>
<p><i>If the Client provides insurances from the Insurance table</i></p>	<p>The <i>Client</i> provides these insurances from the insurance table</p> <p>(1) Insurance against</p> <p>Minimum amount of cover is</p> <p>The deductibles are</p> <p>(2) Insurance against</p> <p>Minimum amount of cover is</p>		
<p><i>If additional insurances are provided</i></p>	<p>The <i>Client</i> provides these additional insurances NA</p> <p><i>The Consultant's</i> total liability to the <i>Client</i> for all matters arising under or in connection with the contract, other than the excluded matters, is limited to £5,000,000 for each and every claim</p>		
<p>Resolving and avoiding disputes</p>			

The *tribunal* is arbitration

If the *tribunal* is arbitration

The *arbitration procedure* is the London Court of International Arbitration Rules;

The place where arbitration is to be held is London

The person or organisation who will choose the arbitrator if the parties cannot agree a choice or if the *arbitration procedure* does not state who selects and arbitrator is: Institution of Civil Engineers

The Representatives of the Client are

Tom Sutton, Service manager, DEFRA Address for communications

Address for electronic communications [REDACTED]

Address for communications: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Client is [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

The Adjudicator is the person agreed by the Parties from the list of Adjudicators published by the Institution of Civil Engineers or nominated by the Adjudicator nominating body in the absence of agreement.

- Address for communications Institution of Civil Engineers
- One Great George Street
- Westminster
- London

SW1P 3AA

Address for electronic communications [REDACTED]

The Adjudicator nominating body is the Institution of Civil Engineers

Option X18
Limitation of liability

If Option X18 is used

The *Consultant's* liability to the *Client* for indirect or consequential loss is excluded.
The *Consultant's* liability to the *Client* for Defects that are not found until after the *defects date* is limited to £5,000,000 for each and every claim
The *end of liability* date is 6 years after Completion of the whole of the *service*.

**Option Y(UK)2 The
Housing Grants,
Construction and
Regeneration Act**

**If Y(UK)2 is used
and the final date
for payment is not
14 days after the
date when
payment is due**

The period for payment is 30 days after the date on which a payment becomes due

If Options Y(UK)1 and Y(UK)3 are being used

term	person or organization
The provisions of Option Y(UK)1	Named Suppliers

Option Z The *additional conditions of contract* are:

**Contract Data
relating to Z clauses**

Option Z2 Identified and defined terms
applies

Option Z4 applies

Option Z5 Prevention of fraud and bribery
applies

- Option Z6 Equality and diversity**
applies
- Option Z6 Equality and diversity**
applies
- Option Z7 Legislation and Official Secrets**
applies
- Option Z8 Conflict of interest**
applies
- Option Z9 Publicity and Branding**
applies
- Option Z10 Freedom of information**
applies
- Option Z13 Confidentiality and Information Sharing**
applies
- Option Z14 Security Requirements**
Applies- in conjunction with Security Aspects letter
- Option Z16 Tax Compliance**
applies
- Option Z22 Fair payment**
applies
- Option Z42 The Housing Grants, Construction and Regeneration Act 1996**
does not apply
- Option Z44 Intellectual Property Rights**
applies
- Option Z45 HMRC Requirements**
does not apply
- Option Z46 MoD DEFCON Requirements**
does not apply
- Option Z47 Small and Medium Sized Enterprises (SMEs)**
Does not apply

Option Z48 Apprenticeships

does not apply

Option Z49 Change of Control

applies

Option Z50 Financial Standing

applies

Option Z51 Financial Distress

applies

Option Z52 Records, audit access and open book data

applies

Option Z100 Data Protection

applies

Option Z102 Indexation

Delete X1 and replace with:

“Price Adjustment for Inflation

- X1.1 On each anniversary of the Contract Date, the *Client* or *Consultant* may apply to change the People Rates by multiplying the relevant people rates by the percentage increase or decrease in the Framework Index provided always that any increase shall not exceed Framework Index
- X1.2 Where the Framework Index is no longer published, the *Client* and *Consultant* may agree a fair and reasonable replacement adjustment to the Framework Index or, if appropriate, shall agree a revised formula that in either event will have substantially the same effect as that specified. This agreement shall be limited to 2.8%.
- X1.3 The *Service Manager* notifies the *Consultant* of any change to the People Rates.”

Additional to X11:

- X11.3 The Client reserves the right to terminate the contract 30 days after Contract Award, for any reason.

Part two – Data provided by the *Consultant*

1 Statements given in all contracts

The *Consultant* is Turner & Townsend Project Management Limited
*Address for communications: Turner & Townsend, One New Change,
London EC4M 9AF*

Address for electronic communications:

[REDACTED]

[REDACTED] [REDACTED]

The *key persons* are

Name: [REDACTED]

Job: [REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2 The *Consultant's* main responsibilities

If the *Consultant* is to provide the Scope

The Scope provided by the *Consultant* is in Schedule 1- Specification

3 Time

If a programme is to be identified in the Contract Data

The programme identified in the Contract Data is in Schedule 1
Specification -Appendix 1 Proposal for Cost Management
Services 15 September 2025

If the *Consultant* is to decide the completion date for the whole of the service

The *completion date* for the whole of the service is 30th June 2027. With a 6-month option to extend until 31st December 2027

5 Payment

£5,339,400.00 (Ex VAT) forecast of the total Defined Cost

If the *Consultant* states any expenses

The *expenses* stated by the *Consultant* are to be agreed by Service Manager, in line with DEFAR expenses policy

If Option A or C is used

NA

Resolving and avoiding disputes

The *e Representatives* of the *Consultant* are

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Option X10 Information modelling

Na

If an *information execution plan* is to be identified in the Contract Data The Information Execution Plan identified in the Contract Data is

Option Y(UK)1 NA
Project bank
account

Data for the In Schedule 2
Schedule of Cost
Components (used
only with Options C
and E)

SCHEDULE 1 – SPECIFICATION

Purpose

The purpose of this document is to set out the NBC Cost Management and Assurance Partner Schedule of Services (SoS).

The SoS is to be provided by the NBC Cost Management and Assurance Partner supplier as per the s

In addition to NBC Cost Management and Assurance Partner, an accepted compensation event to include CPO support.

Overview

The accountable person(s) for the above are:

- [REDACTED]

The consultant will be required to provide and undertake cost advice, input and support to the NBC Programme as instructed. The list of services below provides the services required by this contract.

Scope of Services

Cost Partner and Programme Support

Cost Manager on the Science Hub (PR29 and PR30) and Infrastructure for RIBA 4 and FBC, including supporting and working with the Sponsors and Project managers on PR29 and PR30, and Delivery Partner on the remaining projects.

The following is a list of the projects and the stages of the projects which this contract will cover.

- PR29 Animal Science – RIBA stage 4 / Stage 1 activities – to agree a contract sum

To meet the parallel requirements of cost management (estimating and tendering) and assurance, these are to be delivered separately. These functions operate exclusively with each other; the estimating function is focused on setting the budgets for business cases, whilst the assurance function is a separate team responsible for assuring the budgets and managing change.

The following tasks and services are being provided at the end of RIBA 3 and these are to be continued into RIBA 4. There needs to be a focus on controlling the costs and delivering a design (by the Technical Partner) that meets budgets during RIBA 4 and procurement of the packages by Laing O'Rourke. A cost management team is needed that are experienced and have proven that they can identify scope creep and control these costs within a design stage.

A. Programme Strategic Cost Support (LOD 2)

Provide support and guidance to the SLT and PEx on all cost and commercial advice (the cost management team are separate to this role and covered below).

Responsibility for the estimating of the works estimate and associated cost of delivery of sub-programme scope/project for all the capital works of the programme including the quantification of risk registers and the uncertainty allowances. Lead the cost assurance of projects which reviews and assures the individual in flight projects which go through gateways. This function is separate to the estimating function and the following are some of the roles:

Programme Business Cases / FBCs (Science and Infrastructure)

1. Input into finance case (implementation, life cycle costing) – collation of all project cost information and holistic cost view for finance case)
2. Support all other cases, strategic, economic, commercial, management, as required.

End Stage Cost Assurance

3. Review, challenge, and agree cost models, estimates, and plans with consultants and colleagues on all projects.

Project Business Cases

4. Review and input in finance, commercial and economic case in seeking project approvals to PEx/NBC red team.

Programme Contingency Management

5. Maintain and run monthly programme contingency tracker including assessment on sufficiency of remaining contingency (OB, programme QRA, etc.).

Finance Planning

6. Review, challenge, and agree monthly cost reports, produced by delivery, on all major projects.
7. Participation in Spending Review planning process to provide indicative cost estimates of future expenditure on the programme.

General

8. Maintaining internal benchmarks for construction cost and consultants' fees.
9. Look for cost savings opportunities across all aspects of the programme. Support Project or Programme wide Value Engineering exercises, as necessary.
10. Providing internal cost advice including cost support at programme level.
11. Providing proactive procurement, cost advice and analysis to the programme.
12. Provide exit plan.
13. Continue to provide CPO leadership services to support risk management, reporting, business case production and other key functions as required.

B. Cost Management

The cost management team are responsible for the preparation of the estimates for all aspect of the Projects buildings, the following is a summary of major tasks:

Cost Plans

1. [REDACTED]

Procurement

9. Review of proposed tender packages, and review of information and design prior to tender to assess cost-related information for inclusion in the tender documents, ensuring contractors can price the works accurately and competitively
10. [REDACTED]

[illegible]

Payments

26. Preparation of payment recommendations for contracted works, including recommendations based on timesheet assessment undertaken by the project manager.

Cost Reporting

27. Monthly cost reporting including cashflows / works done.
28. Reporting on provided cost for DEFRA directly incurred costs (professional fees, etc).
29. Input into project highlight reports.

Whole Lifecycle Costing (WLC)

30. Lifecycle costing (FM, Utilities, Asset Replacement) for OBC, FBC submissions

4. OTHER

Provide monthly cost reporting for the contract showing fee expended and forecast costs to completion based on known scope with detail of work completed. Where budget changes occur, ensure that Defra Finance stakeholders are cited and in agreement.

Attendance and weekly and monthly progress meetings as requested by the client, providing input as required.

Key Performance Indicators shall be agreed within the first month of contract start with the Authority's contract managers. The Supplier shall report quarterly on their KPI rating/progress.

Extension Option- There is an Option to extend this contract until 31st December 2027 (a period of 6 months) to provide the services as stated in this scope. Extension to be taken as directed by the Authority. [REDACTED]

5. END OF TERM HANDOVER.

The Supplier shall produce an exit plan with reasonable notice for handover. The Exit plan should define the actions that shall be taken to ensure a seamless transition should cover Exit plan and unplanned / unforeseen Exit.

The Exit Plan shall detail as a minimum:

- How Exit data information list to be obtained (Authority data and any other material and information which the Delivery Partner and/or Authority shall reasonably require to assist with a successful exit).
- The management structure to be employed during both transfer and cessation of the Services.
- A detailed description of both the transfer and cessation processes, including a timetable.
- How the Services/Deliverables will transfer to the Replacement Supplier and/or the Authority, including details of the Hand-over procedures, treatment of Intellectual Property, data to be transferred, processes, documentation, systems migration, security and the segregation of the Authority's technology components from any technology components operated by the Supplier or its Sub-contractors (where applicable)
- How each of the issues set out in the Exit plan will be addressed to facilitate

the transition of the Services from the Consultant to the Delivery Partner and/or the Authority with the aim of ensuring that there is no disruption to or degradation of the Services during the transition

- Proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Services/Deliverables following the Expiry Date
- Proposals for the identification and return of all Authority Property in the possession of and/or control of the Supplier or any third party and proposals for the disposal of any redundant Deliverables and materials.
- Items/Data that are not required to be transferred back – confirmation and evidence (if required) that they have been appropriately removed/destroyed.



SCHEDULE 2 PEOPLE RATES

Framework Rate Card – Cost Management Lot 1(CCS, 25/26 rates)			
Grade	Hourly Rate	Day Rate	Example Individuals
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Off Framework Rate Card (CCS, 25/26)			
Grade	Hourly Rate	Day Rate	Example Individuals
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

