

Contract Data CLIENT CONTRACT DATA AND Z CLAUSES TO NEC4 ENGINEERING AND CONSTRUCTION CONTRACT, JUNE 2017 FOR PORTON-PROVISION OF PORTACABINS.

PART ONE – DATA PROVIDED BY THE CLIENT

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

1 General

The *conditions of contract* are the core clauses, the clauses for main Option A, the following Option for resolving and avoiding disputes and secondary Options of the NEC4 Engineering and Construction Contract June 2017 (with amendments January 2023)

Option for resolving and avoiding disputes W2

Secondary Options X11, X16, X18 and X20

The *works* are Porton - The provision for MEZE department to have the use of a portacabin to provide a multifunctional storage, workshop, charging station and battery storage facility for their scientific work.

The *Client* is

Name The Secretary of State for Health and Social Care (acting as part of the Crown through UK Health Security Agency), herein referred to as UKHSA

Address for communications 10 South Colonnade, Canary Wharf, London, E14 4PU

Address for electronic communications

The *Project Manager* is

Name

Address for communications UKHSA Porton Down, Manor Farm Road, Porton Down, Salisbury, Wiltshire, SP4 0JG

Address for electronic communications

The *Supervisor* is

Name

Address for communications UKHSA Porton Down, Manor Farm Road, Porton Down, Salisbury, Wiltshire, SP4 0JG

Address for electronic communications

As above

The Scope is in

[REDACTED]

The Site Information is in

[REDACTED]

The *boundaries of the site* are

[REDACTED]

The *language of the contract* is

English

The *law of the contract* is the law of

England and Wales

The *period for reply* is

2 Weeks

The following matters will be included in the Early Warning Register

[REDACTED]

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

4 weeks

## 2 The Contractor'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

key date

(1)

(2)

(3)

## 3 Time

The starting date is

11<sup>th</sup> of July 2025

The access dates are

part of the Site

date

(1)

(2)

(3)

The Contractor submits revised programmes at intervals no longer than

4 weeks

The completion date for the whole of the works is

Completion date for the initial works is 15<sup>th</sup> of September 2025

For clarity, the date 10<sup>th</sup> of July 2028 reflects the anticipated final completion of the whole works, subject to formal instruction and any changes agreed in accordance with the contract. This does not constitute a binding commitment beyond the scope and dates expressly set out in the signed contract.

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

Taking over the works before the Completion Date

The *Client* is **not** willing to take over the works before the Completion Date (Delete as applicable)

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

The period after the Contract Date within which the Contractor is to submit a first programme for acceptance is

10 days after the contract start date"

## 4 Quality management

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

4 weeks

## 5 Payment

The *currency of the contract* is the

pound sterling (£)

The *assessment interval* is

5 weeks (not more than five).

The *interest rate* is [REDACTED] per annum (not less than 2) above the

base

rate of the

Bank of England

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

The end of 4 weeks

## 6 Compensation events

The place where weather is to be recorded is

Salisbury Wiltshire

The *weather measurements* to be recorded for each calendar month are

- the cumulative rainfall (mm)
- the number of days with rainfall more than 5 mm
- the number of days with minimum air temperature less than 0 degrees Celsius
  - the number of days with snow lying at 12:00 hours GMT

and these measurements:

The *weather measurements* are supplied by

Met Office, Building Consultancy Group,  
Johnson House, London Road,  
Bracknell, Berkshire, RG12 2SY

The *weather data* are the records of past *weather measurements* for each calendar month

which were recorded at

Salisbury, Wiltshire

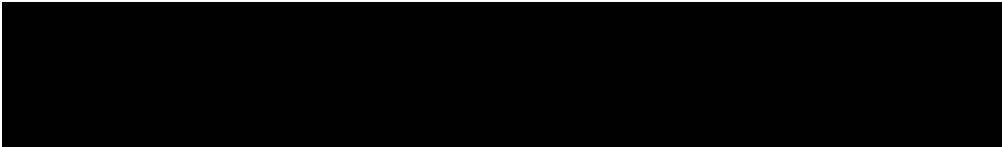
and which are available from

Met Office.

Where no recorded data are available

Assumed values for the ten year weather return *weather data* for each *weather measurement* for each calendar month are

N/A



If there are additional compensation events

These are additional compensation events

8 Liabilities and insurance

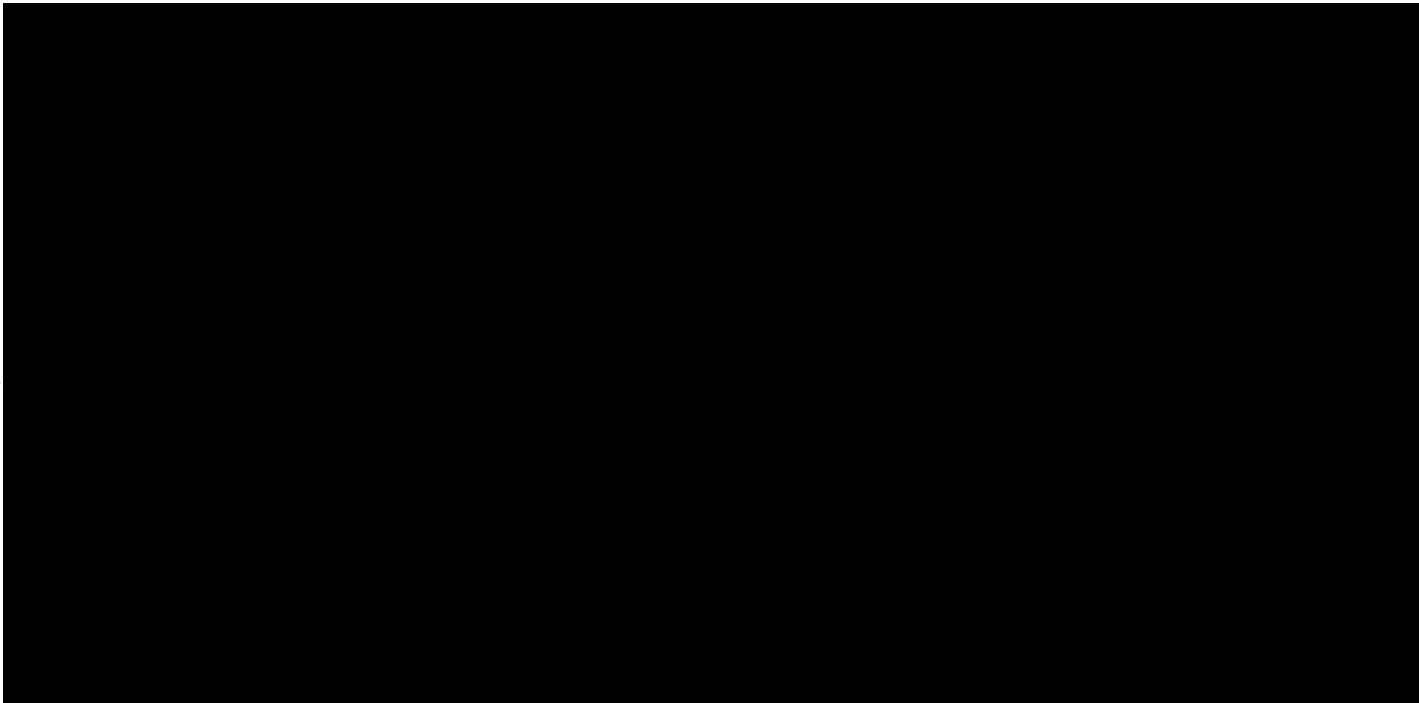
If there are additional  
*Client's* liabilities

These are additional *Client's* liabilities

- (1) 

N/A
- (2)
- (3)

If the  
Plan



## Resolving and avoiding disputes

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 an arbitrator if the Parties cannot agree  
a choice or if the *arbitration procedure* does not state who selects an arbitrator is

The Royal Institute of Chartered Surveyors

If Option W1 or W2 is used

The *Senior Representatives* of the *Client* are

Name (1)

Address for communications

UK Health Security Agency  
10 South Colonnade  
London  
E14 4PU

Address for electronic communications

Name (2)

Address for communications

UK Health Security Agency  
10 South Colonnade  
London  
E14 4PU

Address for electronic communications

The *Adjudicator* is

Name

The Adjudicator is the person agreed by the Parties from the list of Adjudicators published by the Chartered Institute of Arbitrators or nominated by the *Adjudicator nominating body* in the absence of agreement.

Address for communications

TBC

Address for electronic communications

[TBC](#)

The *Adjudicator nominating body* is

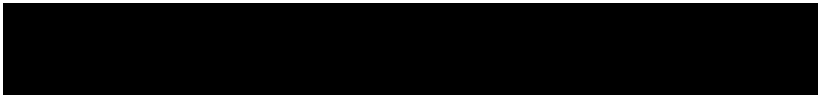
The Royal Institute of Chartered Surveyors

**X16: Retention**

If Option X16 is used

The *retention free* amount is

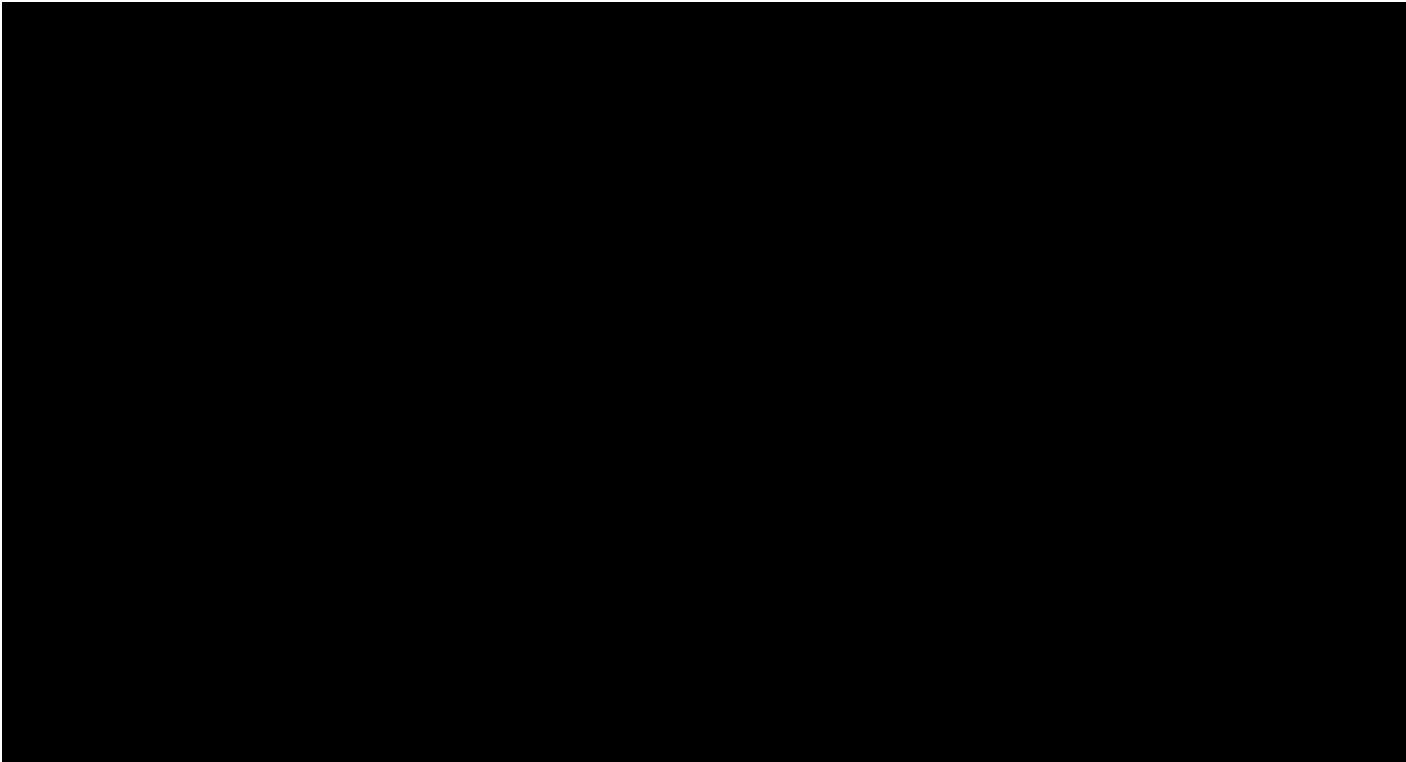
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Retention bond

The *Contractor* **may not** give the *Client* a retention bond (Delete as applicable)

**X18: Limitation of liability**





#### X20: Key Performance Indicators (not used with Option X12)

If Option X20 is used

The *incentive schedule* for Key Performance Indicators is in

Not used

A report of performance against each Key Performance Indicator is provided at intervals of

12

months

#### Z: Additional conditions of contract

If Option Z is used

The *additional conditions of contract* are:

Z2, Z4,Z5,Z7,Z10,Z13,Z16,Z22,Z42,Z55,Z46,Z47,Z48,Z100,Z101, Z102, Z103, Z104, Z105, Z106.

The additional conditions of contract are as detailed in the appended Schedule of Amendments which is to be read and construed accordingly. The full programme under this contract is embedded here: refer to schedule G

## PART TWO – DATA PROVIDED BY THE CONTRACTOR

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

### 1 General

#### The Contractor is

Name

Integra Buildings Limited

Address for communications

Integra House, Humber Business Park,  
Hedon Road, Paull. East Yorkshire.  
HU12 8AA

Address for electronic communications

[REDACTED]

The working areas are

The Site and Integra Factory premises

#### The key persons are

Name (1)

[REDACTED]

Job

[REDACTED]

Responsibilities

[REDACTED]

Qualifications

MBA Production Engineering  
HNC Building Studies

Experience

40 Years in the Modular Industry

Name (2)

[REDACTED]

Job

Technical Director

Responsibilities

Management of Design Process

Qualifications

HNC Building Studies  
CIOB Associate Member  
BRE Energy Consultant - SBEM

Experience

25 Years in the Modular Industry

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## 2 The Contractor's main responsibilities

If the *Contractor* is to provide Scope for its design

The Scope provided by the *Contractor* for its design is in

[REDACTED]

## 3 Time

If a programme is to be identified in the Contract Data

The programme identified in the Contract Data is

[REDACTED]

If the *Contractor* is to decide the *completion date* for the whole of the works

The *completion date* for the whole of the works is

[REDACTED]

## 5 Payment

The activity schedule is

[REDACTED]

The tendered total of the Prices is

£70,602.00 excluding VAT.

## Resolving and avoiding disputes

If Option W1 or W2 is used

The *Senior Representatives* of the *Contractor* are

Name (1)

[REDACTED]

Address for communications

Integra Head Office

Address for electronic communications

[REDACTED]

Name (2)

[REDACTED]

Address for communications

Integra Head Office

Address for electronic communications

ption W3 is used and  
number of members  
the Dispute Avoidance  
ard is three

The *Contractor's* nomination for the Dispute Avoidance Board is

Name

Address for communications

Address for electronic communications

**X10: Information modelling**

If Option X10 is used

If an *information execution plan* is to be identified in the Contract Data

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

**X29: Climate change**

If Option X29 is used

If a *climate change plan* is to be identified in the Contract Data

The *climate change plan* identified in the Contract Data is

**Y(UK)1: Project Bank Account**

If Option Y(UK)1 is used

The *project bank* is

*named suppliers* are

**Data for the Short Pricing schedule**

The rates for other Equipment are

The rates for Defined Cost of manufacture and fabrication outside the Working Areas by the *Contractor* are

category of person	rate
<div></div>	<div></div>
<div></div>	<div></div>
<div></div>	<div></div>
<div></div>	<div></div>

The rates for Defined Cost of design outside the Working Areas are

The categories of design people whose travelling expenses to and from the Working Areas are included in Defined Cost are

All Design Disciplines

**1: Signed on behalf of the Contractor as the Contractor's Offer:**

**2: Signed on behalf of the Contractor as the Contractor's Offer:**

**3: Signed on behalf of the Client, accepting the Contractor's Offer to Provide the Works:**



# SCHEDULE OF AMENDMENTS TO NEC4 ENGINEERING AND CONSTRUCTION CONTRACT

## Schedule 1

### Option Z2 - Identified and defined terms

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

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

- which are supplied to the *Contractor* by or on behalf of the *Client*,
- which the *Contractor* is required to generate, process, store or transmit pursuant to this contract or
- which are any Personal Data for which the *Client* is the Data Controller to the extent that such Personal Data is held or processed by the Contractor.

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

11.3 (4) Confidential Information is the Client's Confidential Information and/or the Contractor's Confidential Information.

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

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

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

11.3 (8) Data Controller has the meaning given to it in the Data Protection Act 2018.

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

by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992.

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

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

11.3 (12) General Anti-Abuse Rule is

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

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

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

- copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information,
- applications for registration, and the right to apply for registration, for any of the rights listed in the first bullet point that are capable of being registered in any country or jurisdiction,
- all other rights having equivalent or similar effect in any country or jurisdiction and
- all or any goodwill relating or attached thereto.

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

11.3(16) An Occasion of Tax Non-Compliance is

- where any tax return of the *Contractor* submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of
- a Relevant Tax Authority successfully challenging the *Contractor* under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle or
- the failure of an avoidance scheme which the *Contractor* was involved in, and which was, or should have been, notified to a Relevant Tax Authority under DOTAS or any equivalent or similar regime and

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

11.3(17) Personal Data has the meaning given to it in the Data Protection Act 2018.

11.3 (18) Prohibited Act is

- to directly or indirectly offer, promise or give any person working for or engaged by the *Client* or other Contracting Body or any other public body a financial or other advantage to
- induce that person to perform improperly a relevant function or activity or
- reward that person for improper performance of a relevant function or activity,
- to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this contract,
- committing any offence
- under the Bribery Act 2010 (or any legislation repealed or revoked by such Act),
- under legislation or common law concerning fraudulent acts or
- defrauding, attempting to defraud or conspiring to defraud the *Client* or
- any activity, practice or conduct which would constitute one of the offences listed above if such activity, practice or conduct had been carried out in the UK.

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

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

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

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

## **Option Z 4 - Admittance to site**

19A.1 The *Contractor* submits to the *Project Manager* details of people who are to be employed by it and its Subcontractors in Providing the Works. The details include a list of names and addresses, the capabilities in which they are employed, and other information required by the *Project Manager*.

19A.2 The *Project Manager* may instruct the *Contractor* to take measures to prevent unauthorised persons being admitted to the Site.

19A.3 Employees of the *Contractor* and its Subcontractors are to carry a *Client's* pass and comply with all conduct requirements from the *Client* whilst they are on the parts of the Site identified in the Scope.

19A.4 The *Contractor* submits to the *Project Manager* for acceptance a list of the names of the people for whom passes are required. On acceptance, the *Project Manager* issues the passes to the *Contractor*. Each pass is returned to the *Project Manager* when the person no longer requires access to that part of the Site or after the *Project Manager* has given notice that the person is not to be admitted to the Site.

19A.5 The *Contractor* does not take photographs of the Site or of work carried out in connection with the *works* unless it has obtained the acceptance of the *Project Manager*.

19A.6 The *Contractor* takes the measures needed to prevent its and its Subcontractors' people taking, publishing or otherwise circulating such photographs.

## **Option Z5 - Prevention of fraud and bribery**

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

- committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act or
- been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

18.4.2 During the carrying out of the *works* the *Contractor* does not

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

18.4.3 In Providing the Works the *Contractor*

- establishes, maintains and enforces, and requires that its Subcontractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act,
- keeps appropriate records of its compliance with this contract and make such records available to the *Client* on request and
- provides and maintains and where appropriate enforces an anti-bribery policy (which shall be disclosed to the *Client* on request) to prevent it and any *Contractor's* people or any person acting on the *Contractor's* behalf from committing a Prohibited Act.

18.4.4 The *Contractor* immediately notifies the *Client* in writing if it becomes aware of any breach of clause 18.4.1, or has reason to believe that it has or any of its people or Subcontractors have

- been subject to an investigation or prosecution which relates to an alleged Prohibited Act,
- been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act or
- received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this contract or otherwise suspects that any person or party directly or indirectly connected with this contract has committed or attempted to commit a Prohibited Act.

18.4.5 If the *Contractor* makes a notification to the *Client* pursuant to clause 18.4.4, the *Contractor* responds promptly to the *Client's* enquiries, co-operates with any investigation, and allows the *Client* to audit any books, records and/or any other relevant documentation in accordance with this contract.

18.4.6 If the *Contractor* breaches Clause 18.4.3, the *Client* may by notice require the *Contractor* to remove from carrying out the *works* any person whose acts or omissions have caused the *Contractor's* breach.

## **Option Z7 - Legislation and Official secrets**

20.5 The *Contractor* complies with Law in the carrying out of the *works*.

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

20.7 The *Contractor* notifies its employees and its Subcontractors of their duties under these Acts.

## **Option Z10 - Freedom of information**

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

29.4 The *Contractor*

- transfers to the *Project Manager* all Requests for Information that it receives as soon as practicable and in any event within two working days of receiving a Request for Information,
- provides the *Project Manager* with a copy of all information in its possession, or power in the form that the *Project Manager* requires within five working days (or such other period as the *Project Manager* may specify) of the *Project Manager's* request,
- provides all necessary assistance as reasonably requested by the *Project Manager* to enable the *Client* to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations and
- procures that its Subcontractors do likewise.

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

29.5 The *Contractor* does not respond directly to a Request for Information unless authorized to do so by the *Project Manager*.

29.6 The *Contractor* acknowledges that the *Client* may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of information Act 2000, be obliged to disclose information without consulting or obtaining consent from the *Contractor* or despite the *Contractor* having expressed negative views when consulted.

29.7 The *Contractor* ensures that all information is retained for disclosure throughout the *period for retention* and permits the *Project Manager* to inspect such records as and when reasonably requested from time to time.

### **Option Z13 - Confidentiality and Information Sharing**

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

- treat the other Party's Confidential Information as confidential and safeguard it accordingly,
- not disclose the other Party's Confidential Information to any other person without prior written consent,
- immediately notify the other Party if it suspects unauthorized access, copying, use or disclosure of the Confidential Information and
- notify the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

29.10 The clause above shall not apply to the extent that

- such disclosure is a requirement of the Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to clause Z10 (Freedom of Information),
- such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner,
- such information was obtained from a third party without obligation of confidentiality,
- such information was already in the public domain at the time of disclosure otherwise than by a breach of this contract or
- it is independently developed without access to the other party's Confidential Information.

29.11 The *Contractor* may only disclose the *Client's* Confidential Information to the people who are directly involved in Providing the Works and who need to know the information, and shall ensure that such people are aware of and shall comply with these obligations as to confidentiality.

The *Contractor* shall not, and shall procure that the *Contractor's* people do not, use any of the Client Confidential Information received otherwise than for the purposes of this contract.

29.12 The *Contractor* may only disclose the Client Confidential Information to *Contractor's* people who need to know the information, and shall ensure that such people are aware of, acknowledge the importance of, and comply with these obligations as to confidentiality. In the event that any default, act or omission of any *Contractor's* people causes or contributes (or could cause or contribute) to the *Contractor* breaching its obligations as to confidentiality under or in connection with this contract, the *Contractor* shall take such action as may be appropriate in the circumstances, including the use of disciplinary procedures in serious cases. To the fullest extent permitted by its own obligations of confidentiality to any *Contractor's* people, the *Contractor* shall provide such evidence to the *Client* as the *Client* may reasonably require (though not so as to risk compromising or prejudicing the case) to demonstrate that the *Contractor* is taking appropriate steps to comply with this clause, including copies of any written communications to



and/or from *Contractor's* people, and any minutes of meetings and any other records which provide an audit trail of any discussions or exchanges with *Contractor's* people in connection with obligations as to confidentiality.

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

29.14 Nothing in this contract shall prevent the *Client* from disclosing the *Contractor's* Confidential Information

- to any Crown Body or any other Contracting Bodies. All Crown Bodies or Contracting Bodies receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Bodies on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Body,
- to a professional adviser, contractor, consultant, supplier or other person engaged by the *Client* or any Crown Body (including any benchmarking organisation) for any purpose connected with this contract, or any person conducting an Office of Government Commerce Gateway Review,
- for the purpose of the examination and certification of the *Client's* accounts,
- for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the *Client* has used its resources,
- for the purpose of the exercise of its rights under this contract or
- to a proposed successor body of the *Client* in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this contract,

and for the purposes of the foregoing, disclosure of the *Contractor's* Confidential Information shall be on a confidential basis and subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the *Client* under this clause 29.14.

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

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

29.17 The *Client* may disclose the Confidential Information of the *Contractor*

- to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement,
- to the extent that the *Client* (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions,

## **Option Z16 - Tax Compliance**

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

29.19 If, at any point prior to the *defects date*, an Occasion of Tax Non-Compliance occurs, the *Contractor* shall

- notify the *Client* in writing of such fact within 5 days of its occurrence and
- promptly provide to the *Client*
- details of the steps which the *Contractor* is taking to address the Occasions of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant and
- such other information in relation to the Occasion of Tax Non-Compliance as the *Client* may reasonably require.

### **Option Z22 - Fair payment**

57.1 The *Contractor* assesses the amount due to a Subcontractor without taking into account the amount certified by the *Project Manager*.

57.2 The *Contractor* includes in the contract with each Subcontractor

- a period for payment of the amount due to the Subcontractor not greater than 5 days after the final date for payment in this contract. The amount due includes, but is not limited to, payment for work which the Subcontractor has completed from the previous assessment date up to the current assessment date in this contract,
- a provision requiring the Subcontractor to include in each sub subcontract the same requirement (including this requirement to flow down, except that the period for payment is to be not greater than 9 days after the final date for payment in this contract and
- a provision requiring the Subcontractor to assess the amount due to a sub subcontractor without taking into account the amount paid by the *Contractor*.

### **Option Z42 - The Housing Grants, Construction and Regeneration Act 1996**

Y2.6

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

### **Option Z44 - Intellectual Property Rights**

Delete clause 22 and insert the following clause

In this clause 22 only:

“Document” means all designs, drawings, specifications, software, electronic data, photographs, plans, surveys, reports, and all other documents and/or information prepared by or on behalf of the Contractor in relation to this contract.

22.1 The Intellectual Property Rights in all Documents prepared by or on behalf of the Contractor in relation to this contract and the work executed from them remains the property of the Contractor. The Contractor hereby grants to the Client an irrevocable, royalty free, non-exclusive licence to use and reproduce the Documents for any and all purposes connected with the construction, use, alterations or demolition of the works. Such licence entitles the Client to grant sub-licences to third parties in the same terms as this licence provided always that the Contractor shall not be liable to any licensee for any use of the Documents or the Intellectual Property Rights in the Documents for purposes other than those for which the same were originally prepared by or on behalf of the Contractor.

22.2 The Client may assign novate or otherwise transfer its rights and obligations under the licence granted pursuant to 22.1 to a Crown Body or to anybody (including any private sector



body) which performs or carries on any functions and/or activities that previously had been performed and/or carried on by the Client.

22.3 In the event that the Contractor does not own the copyright, or any Intellectual Property Rights in any Document the Contractor uses all reasonable endeavours to procure the right to grant such rights to the Client to use any such copyright or Intellectual Property Rights from any third party owner of the copyright or Intellectual Property Rights. In the event that the Contractor is unable to procure the right to grant to the Client in accordance with the foregoing the Contractor procures that the third party grants a direct licence to the Client on industry acceptable terms.

22.4 The Contractor waives any moral right to be identified as author of the Documents in accordance with section 77, Copyright Designs and Patents Acts 1988 and any right not to have the Documents subjected to derogatory treatment in accordance with section 8 of that Act as against the Client or any licensee or assignee of the Client.

22.5 In the event that any act unauthorised by the Client infringes a moral right of the Contractor in relation to the Documents the Contractor undertakes, if the Client so requests and at the Client's expense, to institute proceedings for infringement of the moral rights.

22.6 The Contractor warrants to the Client that it has not granted and shall not (unless authorised by the Client) grant any rights to any third party to use or otherwise exploit the Documents.

22.7 The Contractor supplies copies of the Documents to the Project Manager and to the Client's other contractors and consultants for no additional fee to the extent necessary to enable them to discharge their respective functions in relation to this contract or related works.

22.8 After the termination or conclusion of the Contractor's employment hereunder, the Contractor supplies the Project Manager with copies and/or computer discs of such of the Documents as the Project Manager may from time to time request and the Client pays the Contractor's reasonable costs for producing such copies or discs.

22.9 In carrying out the *works* the *Contractor* does not infringe any Intellectual Property Rights of any third party. The *Contractor* indemnifies the *Client* against claims, proceedings, compensation and costs arising from an infringement or alleged infringement of the Intellectual Property Rights of any third party.

#### **Option Z46 - MoD DEFCON Requirements**

does not apply

#### **Option Z47 - Small and Medium Sized Enterprises (SMEs)**

26.5 The Contractor is required to take all reasonable steps to engage SMEs as Subcontractors and to seek to ensure that no less than the SME percentage of Subcontractors stated in the Contract Data are SMEs or that a similar proportion of the Defined Cost is undertaken by SMEs.

The *Contractor* is required to report to the *Client* in its regular contract management monthly reporting cycle the numbers of SMEs engaged as Subcontractors and the value of the Defined Cost that has been undertaken by SMEs.

Where available, the *Contractor* is required to tender its Subcontracts using the same online electronic portal as was provided by the *Client* for the purposes of tendering this contract.

The *Contractor* is to ensure that the terms and conditions used to engage Subcontractors are no less favourable than those of this contract. A reason for the *Project Manager* not accepting subcontract documents proposed by the *Contractor* is that they are unduly disadvantageous to the Subcontractor.

## **Option Z48 - Apprenticeships**

26.6

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

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

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

The *Contractor* provides any further skills training opportunities that are appropriate for its people engaged in Providing the Works.

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

- the number of people during the reporting period employed on the contract, including support staff and Subcontractors,
- the number of apprentices and number of new starts on apprenticeships directly
  - initiated through this contract,
- the percentage of all people taking part in an apprenticeship programme,
- if applicable, an explanation from the *Contractor* as to why it is not managing to meet the specified percentage target,
- actions being taken to improve the take up of apprenticeships and
- other training/skills development being undertaken by people in relation to this contract, including:
  - (a) work experience placements for 14- to 16-year-olds,
  - (b) work experience /work trial placements for other ages,
  - (c) student sandwich/gap year placements,
  - (d) graduate placements,
  - (e) vocational training,
  - (f) basic skills training and
  - (g) on site training provision/ facilities.

## **Option Z100 - GDPR**

Insert new clause Z100 as follows: **Z100**

**GDPR**

## SCHEDULE 2: GDPR -Not used

The following definitions shall apply to this Schedule [Guidance: insert schedule ref here]

**Agreement** : this contract;

**Processor Personnel** : means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement

### GDPR CLAUSE DEFINITIONS:

**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 Processor 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 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)

**Joint Controllers**: where two or more Controllers jointly determine the purposes and means of processing

**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 including those outlined in Schedule [x] (Security).

**Sub-processor** : any third party appointed to process Personal Data on behalf of that Processor related to this Agreement

### 1. DATA PROTECTION

1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the *Client* is the Controller and the *Contractor* is the Processor unless otherwise specified in Schedule

[X]. The only processing that the Processor is authorised to do is listed in Schedule [X] by the Controller and may not be determined by the Processor.

1.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

1.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, 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 *works*;
- (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 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

- (a) process that Personal Data only in accordance with Schedule [ X ], unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), 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) ensure that :
  - (i) the Processor 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 Processor Personnel who have access to the Personal Data and ensure that they:
    - (A) are aware of and comply with the Processor's duties under this clause;
    - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
    - (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 Controller 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) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

- (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
- (ii) the Data Subject has enforceable rights and effective legal remedies;
- (iii) the Processor 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 Controller in meeting its obligations); and
- (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.

1.5 Subject to clause 1.6, the Processor shall notify the Controller immediately if it:

- (a) receives a Data Subject Request (or purported Data Subject 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 Processor's obligation to notify under clause 1.5 shall include the provision of further information to the Controller in phases, as details become available.

1.7 Taking into account the nature of the processing, the Processor shall provide the Controller 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 Controller) including by promptly providing:

- (a) the Controller with full details and copies of the complaint, communication or request.
- (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation.
- (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject.
- (d) assistance as requested by the Controller following any Data Loss Event.
- (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

1.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

- (a) the Controller determines that the processing is not occasional;
- (b) the Controller 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; or
- (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

1.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

1.10 Each Party shall designate its own 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 Processor must:

- (a) notify the Controller in writing of the intended Sub-processor and processing.
- (b) obtain the written consent of the Controller.
- (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 Controller with such information regarding the Sub-processor as the Controller may reasonably require.

1.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub processors.

1.13 The Controller 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 Controller may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

1.15 Where the Parties include two or more Joint Controllers as identified in Schedule [X] in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Schedule [Y] in replacement of Clauses 1.1-1.14 for the Personal Data under Joint Control.

## Annex A - Part 2: Schedule of Processing, Personal Data and Data Subjects -Not used

### Schedule A Processing, Personal Data and Data Subjects

This Schedule shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

1. The contact details of the Controller's Data Protection Officer are: [Insert Contact details]
2. The contact details of the Processor's Data Protection Officer are: [Insert Contact details]
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the <i>Client</i> is the Controller, and the <i>Contractor</i> is the Processor in accordance with Clause 1.1.</p> <p>[Guidance: You may need to vary this section where (in the rare case) the <i>Client</i> and <i>Contractor</i> have a different relationship. For example, where the Parties are Joint Controller of some Personal Data:</p> <p>"Notwithstanding Clause 1.1 the Parties acknowledge that they are also Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <p>[Insert the scope of Personal Data which the purposes and means of the processing is determined by both Parties]</p> <p>In respect of Personal Data under Joint Control, Clause 1.1-1.15 will not apply and the Parties agree to put in place a Joint Controller Agreement as outlined in Schedule Y instead."</p>
Subject matter of the processing	<p>[This should be a high level, short description of what the processing is about i.e. its subject matter of the contract.</p>

	<p>Example: The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide a service to members of the public. ]</p>
Duration of the processing	[Clearly set out the duration of the processing including dates]
Nature and purposes of the processing	<p>[Please be as specific as possible, but make sure that you cover all intended purposes.</p> <p>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p>
	The purpose might include: employment processing, statutory obligation, recruitment assessment etc]
Type of Personal Data being Processed	[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]
Categories of Data Subject	[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]



<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>[Describe how long the data will be retained for, how it be returned or destroyed]</p>
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## Schedule 3: Other Z clauses Additional conditions of contract

### Option Z102 Further Definitions

- (1) A Project is an individual project within the *works* which: is set out in the Scope, or the *Client* may instruct the *Contractor* to carry out.
- (2) A Project Order is the *Client's* instruction (see Schedule H) to carry out a Project.
- (3) Project Completion is when the *Contractor* has done all the *works* in the Project.
- (4) Project Completion Date is the date for completion stated in the Project Order unless later changed in accordance with this contract.
- (5) Works Information is information which either
  - specifies and describes the works or
  - states any constraints on how the Contractor Provides the works

### Z103 Projects

#### Z103.1 A Project Order includes

- A detailed description of the *works* in the Project,
- An *activity schedule, Project Order programme* in the Project in which items taken from the Pricing schedule are identified,
- The starting and completion dates for the Project,
- The total of the Prices for the Project.
- The *Client* consults the *Contractor* about the contents of a Project Order before he issues it

#### Z103.2 When a Project Order is issued,

- The priced list of items for the Project is inserted in the pricing schedule, and
- The *works* involved is added to the works Information. An instruction to carry out a Project is not a compensation event.

#### Z103.3 The *Contractor* does not start any *works* included in the Project until the *Client* has instructed him to carry out the Project and does the *works* so that Project Completion is on or before the Project Completion Date.

- No Project Order is issued after the end date of the contract.
- If Project Completion is after the end of end date of the contract, the end date of the contract is extended until Project Completion. The *Client* does not issue a Project Order during this extended period.

The *Client* may issue an instruction changing a Project Order.

### Project Order Programme

Z103.4 The *Contractor* submits a Project Order programme to the *Client* for acceptance within the period stated in the Contract Data.

- The *Contractor* shows on each Project Order programme which he submits for acceptance:
- The Project starting date and the Project Completion Date,
- Planned Project Completion,
- The order and timing of the operations which the *Contractor* plans to do in order to complete the Project,
- Provisions for float, time risk allowances, health and safety requirements and the procedures set out in this contract,
- The dates when, in order to Provide the works in accordance with his Project Order programme, the *Contractor will* need
- Access to the Affected Property,
- Acceptances,
- and other things to be provided by the Client and information from Others,
- For each operation, a statement of how the *Contractor plans* to do the *works* identifying other resources which he plans to use and
- Other information which the works Information requires the *Contractor* to show on a Project Order programme submitted for acceptance.

Z103.5 Within two weeks of the *Contractor* submitting a Project Order programme to him for acceptance, the *Client* either accepts the programme or notifies the *Contractor* of his reasons for not accepting it. A reason for not accepting the Project Order programme is that

- The *Contractor* 's plans which it shows are not practicable,
- It does not show the information which this contract requires, or
- It does not comply with the works Information.

Revising the Project Order programme

Z103.6 The *Contractor* shows on each revised Project Order programme

- The actual progress achieved and its effect upon the timing of the remaining works ,
- The effects of implemented compensation events,
- How the *Contractor* plans to deal with any delays and to correct notified Defects and
- Any other changes which the *Contractor* proposes to make to the Project Order programme.

Z103.7 The *Contractor* submits a revised Project Order programme to the *Client* for acceptance

- Within the period for reply after the *Client* has instructed him to, and

- When the *Contractor* chooses to.

The latest programme accepted by the *Client* supersedes previous accepted programmes

Z104 After clause 60.1 (12) add the following:

(13) The *Client* issues an instruction changing a Project Order. If the effect of a compensation event which is an instruction changing a Project Order is to reduce the total Time Charge, the Prices are reduced.

(14) The *Contractor* receives the Project Order after the *starting date* stated in the Project Order.

(15) A Project Completion Date is later than the end date of the contract.

Z105 Where the *Client* issues a Project Order to the *Contractor* for *works* in a location not stated in the Contract Data, if the *location of the works* is not stated in the Contract Data Part 1, and if the *Client* is the tenant, then the *Contractor* will provide a client collateral warranty agreement to the landlord as the beneficiary.

- Z106 Where the *Contractor* subcontracts any of the works, the *Contractor* will arrange a collateral warranty agreement between the *Client* and each Subcontractor (s) providing a part of the *works*.
- Z107 The total contract value is capped at £2,000,000 (inclusive of vat). This figure represents the maximum potential value of the contract and does not constitute a commitment by the client to spend the full amount.

Z108 The completion date for the core scope of the work is 15<sup>th</sup> September 2025, as shown in revised programme of work submitted. The anticipated final completion date for the whole works, including any optional or drawdown work to be instructed under the contract is 11<sup>th</sup> of July 2028. This extended period is included to accommodate future instruction as may be issued by the client.

Z108.1 The date 10<sup>th</sup> of July 2028 is not a commitment to any additional scope, nor does it create a contractual obligation beyond what is expressly set out in the scope and pricing documents. Any changes to completion date or scope of work shall be instructed and agreed in the Z clauses provision above.

the 1990s, the number of people in the world who are under 15 years of age has increased by 1.2 billion, from 1.1 billion in 1980 to 2.3 billion in 1999. The number of children under 15 years of age in the world is projected to increase to 3.1 billion by 2015 (United Nations 1999).

There is a growing concern that the rapid increase in the number of children in the world will have a negative impact on the environment. The United Nations (1999) has estimated that the world's population will increase by 2.5 billion by 2015, and that the world's population will be 6.5 billion by 2015. The United Nations (1999) has also estimated that the world's population will be 9.5 billion by 2050, and that the world's population will be 12.5 billion by 2100.

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