

**Crown Commercial Service**

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**PROJECT MANAGEMENT AND FULL DESIGN TEAM SERVICES FRAMEWORK  
SCHEDULE 4 – TEMPLATE CALL OFF AGREEMENT (INCORPORATING THE NEC3  
PROFESSIONAL SERVICES CONTRACT APRIL 2013), CONTRACT DATA AND Z  
CLAUSES**

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## **THE FORM OF CONTRACT**

We propose to use Framework Schedule 4 A (NEC3 PSC Template Call Off Agreement) with a schedule of amendments, as detailed below. Please confirm acceptance of the proposed form of agreement as part of your tender submissions.

**Date: 25<sup>th</sup> February 2021**

## **FORM OF AGREEMENT**

**Incorporating the NEC3 Professional Services Contract April 2013**

**Between**

**The Ministry of Defence (MOD), Defence Infrastructure Organisation (DIO)**

**And**

**Mott Macdonald Ltd**

**For the provision of Technical Support to the RAF Scampton AS Project**

**DIO Contract Number: 701485384/ DIOCB3/335**

**ECAM TASKING REFERENCE: DIOECAM/CEN/09**

**THIS AGREEMENT is made the 25<sup>th</sup> day of February 2021**

**PARTIES:**

1. The Defence Infrastructure Organisation (DIO) acting as part of the Secretary of State (the "*Employer*"); and
2. **MOTT MACDONALD LIMITED** which is a company incorporated in, and in accordance with the laws of England and Wales (Company No. 4807864 whose registered office address is at: *4th Floor, Derwent House, 150 Arundel Gate, Sheffield, S1 2JY*, (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 project management and full design team services for the benefit of public sector bodies.
- (B) The *Consultant* was appointed to the framework and executed the framework agreement (with reference number RM3741) which is dated 03 May 2017 (the "*Framework Agreement*"). In the Framework Agreement, the Consultant is identified as the "*Supplier*".
- (C) On the 11<sup>th</sup> March 2019, the *Employer*, acting as part of the Crown, and in the Framework Agreement is identified as a "*Contracting Authority*" invited the *Consultant* along with other framework suppliers to tender for the *Employer's* project management and full design team services requirements in accordance with the Call Off Procedure (as defined in the Framework Agreement).
- (D) On the 23<sup>rd</sup> April 2019, the *Consultant* submitted a tender response and was subsequently selected by the *Employer* to provide the *services*.
- (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 *Employer* will pay the *Consultant* the amount due and carry out his duties in accordance with the *conditions of contract* identified in the Contract Data and the Contract Schedules.
2. The *Consultant* will Provide the Services in accordance with the *conditions of contract* identified in the Contract Data and the Contract Schedules.
3. This Call Off Contract is the entire agreement between the parties in relation to the *services* and supersedes and extinguishes all prior arrangements, understandings, agreements, statements, representations or warranties (whether written or oral) relating thereto.
4. Neither party has been given, nor entered into this agreement in reliance on any arrangements, understandings, agreements, statements, representations or warranties other than those expressly set out in this agreement.
5. Nothing in clauses 3 or 4 shall exclude liability in respect of misrepresentations made fraudulently.

6. The Contract Schedules are:
  1. Form of Agreement
  2. Contract Data – Part One (Data provided by the Employer)
  3. Contract Data – Part Two (Data provided by the Consultant)
  4. Additional conditions of contract – clauses Z1 to Z48

# Professional Services Contract

## Contract Data

### Part one – Data provided by the *Employer*

- 1 General**
- The *conditions of contract* are the core clauses and the clauses for main Option A, REDACTED
  - The *Employer* is Ministry of Defence (MOD) Defence Infrastructure Organisation (DIO).
  - The *Adjudicator* is REDACTED
  - The *services* are defined in the attached Schedule of Services, and Statement of Requirement.
  - The Scope is in Lot 1 of the Framework Agreement RM3741.
  - The *language of this 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 *Adjudicator nominating body* is the REDACTED
  - The *tribunal* is arbitration

**2 The Parties' main responsibilities**

- As per the attached Schedule of Services, and Statement of Requirement.
- The *Employer* provides access to the following persons, places and things

- access to *access date*

**To be confirmed**

- 3 Time**
- *The starting date* is the date of contract award.
  - The *Consultant* submits revised programmes at intervals no longer than one month

- 4 Quality**
- The quality policy statement and quality plan are REDACTED

- 5 Payment**
- **The Total Contract Value is:** £558,510.20

- The *assessment interval* is 30 days.
- The *currency of this contract* is the pound sterling (£).
- The *interest rate* is, [REDACTED]

## 8 Indemnity, insurance and liability

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

event	cover	Period
failure of the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	REDACTED in respect of each claim, without limit to the number of claims except for claims arising out of pollution or contamination, where the minimum amount of cover applies in the aggregate in any one period of insurance and except for claims arising out of asbestos where a lower level may apply in the aggregate	from the <i>starting date</i> until 6 years following completion of the whole of the <i>services</i> or earlier termination
death of or bodily injury to a person (not an employee of the <i>Consultant</i> ) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	As required under Framework Schedule 14 (Annex 1 - Part A)	from the <i>starting date</i> until all notified Defects have been corrected or earlier termination
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	As required under Framework Schedule 14 (Annex 1 - Part C)	from the <i>starting date</i> until all notified Defects have been corrected or earlier termination

- The *Consultant* provides these additional insurances **NOT APPLICABLE**

Insurance against [....]

Cover is [....]

Period of cover [....]

- Deductibles are [...]
- *The Consultant's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than the excluded matters, is limited REDACTED

REDACTED

### Optional Statements

#### Option X20 If Option X20 is used (but not if Option X12 is also used)

**[Include if used; not used with Option X12]**

- *The incentive schedule* for Key Performance Indicators **is document reference** REDACTED
- A report of performance against each Key Performance Indicator is provided at intervals of **one** month.
- Where X20 is used, the amount due under clause 50 is adjusted to account for the application of the *incentive schedule*.

**Option Z** The additional conditions of the contract are clauses Z1 to Z48 set out with this contract save for: REDACTED

## AUTHORISATION BY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS

Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

(The full text of Defence Conditions (DEFCONS) and Defence Forms (DEFFORMS) are available electronically via the Knowledge in Defence (KiD) website.

<https://www.gov.uk/guidance/knowledge-in-defence-kid>)

#### MOD Additional Conditions of Contract (DEFCONS) are:

REDACTED

In the event of a conflict between the NEC3 Z Clauses and the above DEFCONS, the DEFCONS shall take precedence.

The following DEFFORMs shall be used:

REDACTED



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## Part two – Data provided by the *Consultant*

### 1 Statements given in all contracts

- The *Consultant* is

Name      *Mott MacDonald*

Address   *4th Floor, Derwent House, 150 Arundel Gate, Sheffield, S1 2JY, United Kingdom*

- The *key people* are (please refer to SCHEDULE 4 – Requirements of Response).
- Name   REDACTED
- Job     Project Principal
- Responsibilities   Project oversight and governance
- Experience        As detailed in the technical submission

- Name   REDACTED
- Job     Senior Project Manager
- Responsibilities   Day to day management of the project
- Experience        As detailed in the technical submission

- The *staff rates* are (please refer to SCHEDULE 5 – Pricing).
- The following matters will be included in the Risk Register  
REDACTED

### Optional statements   **If the *Consultant* is to decide the *completion date* for the whole of the services**

The *completion date* for the whole of the *services* is ECAM completion date, will align to the duration of the CCS Framework RM3741.

### **If the programme is to be identified in the Contract Data**

- The programme identified in the Contract Data is  
.....N/A.....

*Include where  
expenses are being  
stated by the  
Consultant*

### **If the *Consultant* states any *expenses* NOT APPLICABLE**

- The *expenses* stated by the *Consultant* are

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item	amount
[ N/A ]	[ N/A ]

*[Include if the  
Consultant requires  
additional access]*

**If the *Consultant* requires additional access**

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

access to

*access date*

**To be agreed as applicable on a project by project basis**

**If Option A or C is used**

- The *activity schedule* is to be agreed as applicable on a project by project basis) and the lump sum prices are detailed in **DIOCB3-335-AS-PRICING-SCHEDULE-SCAMPTON Rev C**
- The tendered total of the Prices is to be agreed as applicable on a project by project basis)

**If Option Y(UK)1 is used NOT APPLICABLE**

- The *project bank* is ...N/A.....
- The *named suppliers* are ...N/A.....

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***Additional conditions of contract – clauses Z1 to Z49***

REDACTED