Deed of Agreement

Concerning the

2024 Property Flood Resilience Framework

between

ENVIRONMENT AGENCY

and

[redacted]

THIS DEED is made and delivered on ……. of …….2024.

BETWEEN

(1) Environment Agency of [redacted] (the ***"Client"***); and

(2) [redacted] (the "**Delivery Partner**", also known 'Consultant' or 'Contractor' as in the Time Charge Orders and Works Orders).

(together referred to as the "**Parties**" and individually as a "**Party**").

BACKGROUND

A) The *Client* and *Delivery Partner* wish to enter into a collaborative relationship whereby the *Client* may, as required, engage the *Delivery Partner* to provide Work Orders and Time Charge Orders or other associated matters from time to time within the Scope of the Lot or Lots for which the *Delivery Partner* has been awarded this Framework Agreement.

B) The *Client* has established a number of framework agreements, including this Framework Agreement, for the benefit of itself and other public sector bodies stated in the Contract Award Notice (ref). Contracting authorities who are referred to in the Procurement Specific Requirements in the Bidder Pack for this procurement and which have entered into a User Agreement with the *Client*. The Client can choose to use any routes to market available to it for services covered by this Framework Agreement, as set out in Schedule 2.

C) The *Delivery Partner* has been appointed to provide Work Orders and Time Charge Orders for Lot: 1: [redacted] within the "Southwest (1d), Southeast (1e) and Eastern (1f)" Integrated Delivery Team Area.

Lot	Integrated Delivery team Area
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

IT IS AGREED that:

The *Client* and *Delivery Partner* enter into this Framework Agreement on the terms set out in the NEC4 Framework Contract (January 2019) together with the Additions and Amendments to Conditions of this Framework Agreement and the Additional Conditions of this Framework Agreement- Option Z.

Part One - Data Provided by the *Client*

The Data which will apply to all work under the Framework Agreement is:

The conditions of this Agreement are the Clauses of the NEC4 Framework Contract (January 2019) as amended herein together with the additional clauses set out herein.

The *Client* is:

Name: Environment Agency

Address: [redacted]

The *Client's Representative* is:

Name: [redacted]

Address: [redacted]

Email [redacted]

The Framework Information is in the Property Flood Resilience Framework Information, this Framework Agreement including the Schedules and Annexes referred to herein.

The *Scope of Services* of each Lot is defined in Schedule 1: Scope of Services.

The *work allocation and competitive tender processes* are found in Schedule 2: Programme management and workflow.

The *contract pricing requirements (Call-Off)* are found in Schedule 2: Programme management and workflow.

The *commencement date* is the date of this Framework Agreement.

The *end date* is two (2) years after the *commencement date* with an option to extend by two (2) years (if the *Client* chooses to offer an extension to the Framework Agreement (in its absolute discretion)). The Framework Agreement shall not be extended further than four (4) years after the *commencement date*.

The Data which will apply to all Time Charge Orders is in accordance with Schedule 2.

The Data which will apply to all Work Orders is in accordance with Schedule 2.

Part Two - Data Provided by the *Delivery Partner*

The Data which will apply to all work under the Framework Agreement is;

The *Delivery Partner* is:

Name: [redacted]

Address: [redacted]

The *Delivery Partner's Representative* is:

Name: [redacted]

Address: [redacted]

Email: [redacted]

The *quotation information* is in the Delivery Partner's Price Workbook and the other Tender Return Documents (for each Lot) as set out in full in Schedule 19: Delivery Partner tender documentation.

The Data which will apply to all Time Charge Orders is in accordance with Schedule 2.

The Data which will apply to all Work Orders is in accordance with Schedule 2.

OPTION Z: ADDITIONS AND AMENDMENTS TO CONDITIONS OF THIS FRAMEWORK AGREEMENT

The following additional and amended conditions shall apply to the Agreement.

AMENDMENTS AND ADDITIONS TO EXISTING CLAUSES

Actions	10.1	Delete clause 10.1 and replace with: "The *Client* and the *Delivery Partner* shall act as stated in this Framework Agreement ("Framework Agreement")."
	10.2	Delete clause 10.2 and replace with "The *Client* and the *Delivery Partner* act in a spirit of mutual trust, co-operation and in accordance with the provisions set out in this Framework Agreement."
Identified and defined terms	11.1	In the first sentence of sub-clause 11.1 delete the words "these conditions of contract" and replace with: "this Framework Agreement".
	11.2(3)	In sub-clause 11.2(1) delete the word "framework contract" and replace with: "Framework Agreement".
The Client's Representative	14	In sub-clause 14.1 delete "Supplier" and replace with "*Delivery Partner*".
Corrupt Acts	18	In sub-clause 18.1 delete "Supplier" and replace with "*Delivery Partner*".
The Parties' obligations	20	In clause 20 delete all references to "Supplier" and replace with "*Delivery Partner".*
	20.1	In sub-clause 20.1 delete "contract" and replace with "Framework Agreement".
Supplier selection	21.1	Delete sub-clause 21.1 and replace with: "When the *Client* requires work to be carried out within the scope, work will be awarded directly to the Primary Delivery Partner in accordance with Schedule 2. The Client reserves the right to competitively tender a Work Order in accordance with Section 4.5 of Schedule 2."
Quotation	23	In clause 23 delete all references to "Supplier" and replace with "*Delivery Partner*".
Completion	30.1	In clause 30.1 delete all references to "Supplier" and replace with *"Delivery Partner*".
Termination	90	In clause 90 delete all references to "Supplier" and replace with "*Delivery Partner*". In clause 90 delete all references to "contract" and replace with "Framework Agreement".
Termination	90.2	Delete the following words in sub-clause 90.2 "After a Party has notified termination" and replace with "After a Party has notified termination or when this Framework Agreement terminates in accordance with clause Z15".

ADDITIONAL CONDITIONS OF THIS FRAMEWORK AGREEMENT – OPTION Z

Z34	Precedence
Z35	Variation
Z36	Environmental Consideration
Z37	Not used
Z38	Carbon and Cost Data
Z39	No Guarantee of Work
Z40	Income Tax and National Insurance Contributions
Z41	Payment
Z42	Mandatory Security and vetting procedures for Staff with access to the *Client*'s IT systems
Z43	Confidentiality
Z44	Data Protection
Z45	Freedom of Information
Z46	Logos and Trademark
Z47	Intellectual Property Rights
Z48	Use of the Framework Agreement by Others
Z49	Compliance with Laws

SCHEDULES

Additional defined terms: Z1

Z1.1 **Change in Control** means:

(i) the purchase of a controlling interest in a *Delivery Partner* or parent of that *Delivery Partner*; and/or

(ii) where the *Delivery Partner* undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988.

Z1.2 **Commercially Sensitive Information** means the Confidential Information listed in a Work Order and/or Time Charge Order comprising information which is provided by the *Delivery Partner* and designated as commercially sensitive information by the *Delivery Partner* for the period set out in that Work Order or Time Charge Order.

Z1.3 **Confidential Information** means information (however it is conveyed or on whatever media it is stored) which has been reasonably designated as confidential by either Party in writing, or which the Party in possession of the information ought reasonably to know is confidential including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights, Commercially Sensitive Information and know-how of either Party and all personal data and sensitive personal data within the meaning of the DPA; but does not include any information:

(i) which was public knowledge at the time of disclosure (otherwise than by breach of Clause Z43.3 (Confidential Information);

(ii) which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;

(iii) which is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or

(iv) which has been independently developed other than on the basis of Confidential Information.

Z1.4 **Government Body** means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the Welsh Government), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf.

Z1.5 **Data Protection Legislation** means:

(i) the UK General Data Protection Regulation or UK GDPR, the Law Enforcement Directive (Directive (EU) 2016/680) as implemented by the DPA 2018 ("LED") and any applicable national implementing Laws as amended from time to time;

(ii) the Data Protection Act 1998 ("DPA 1998") and/or the Data Protection Act 2018 ("DPA 2018") 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.

Z1.6 **Environmental Information Regulations** mean the Environmental Information Regulations 2004 as amended from time to time, any subordinate legislation, codes of practice (statutory and non-statutory) and guidance issued by Government Bodies in relation to such legislation.

Z1.7 **Equality Act** means the Equality Act 2010 as amended from time to time, any subordinate legislation, codes of practice (statutory and non-statutory) and guidance issued by Government Bodies in relation to such legislation.

Z1.8 **FOIA** means the Freedom of Information Act 2000 as amended from time to time, any subordinate legislation, codes of practice (statutory and non-statutory) and guidance issued by Government Bodies in relation to such legislation.

Z1.9 **Goods** means any goods, articles or materials supplied or to be supplied as specified in the Works Information as defined in a Work Order or a Time Charge Order.

Z1.10 **Information** means Information as defined in the Freedom of Information Act 2000.

Z1.11 **Intellectual Property Rights** and **IPR** means without limitation all intellectual property rights including patents, business service and trade marks and names, designs, registered designs and design rights whether or not registered or capable of registration and the right to apply for and any applications for any of the foregoing, copyrights, database rights, domain names, together with the rights in inventions, methods, processes, drawings, documents, methodologies, utility models semi- conductor chip topography, software, databases, know-how, trade or business secrets and other industrial property, and in each case whether protectable or not and, if protectable, whether an application has been made for protection or not, and all similar industrial, commercial, monopoly or other similar right or asset capable of protection whether present or future, vested or contingent, and wherever protected.

Z1.12 **Law** means any law, 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, regulatory policy, guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the *Delivery Partner* is bound to comply.

Z1.13 **Lot(s)** means the lots referred to in the Contract Award Notice (ref) which the *Delivery Partner* has been appointed to provide works and services under and which are described more fully in Schedule 1: Scope of Services.

Z1.14 ***Others*** means the- contracting authorities who are referred to in the contract award notice (ref:) and which entered into a “User Agreement” with the *Client.*

Z1.15 **Party** or **Parties** means the *Client* and the *Delivery Partner* or, where the *Delivery Partner* has entered into a contract for a Works Order or Time Charge Order with one or more *Others*, the *Other* in question.

Z1.16 **Pre-Existing IPR** means any Intellectual Property Rights vested in or licensed to the *Client* or the *Delivery Partner* prior to or independently of the performance by the *Client* or the *Delivery Partner* of their obligations under a Works Order or a Time Charge Order.

Z1.17 **Standard Questionnaire** means the *Delivery Partner's* written response to the *Client's* standard questionnaire issued on 14 June 2023.

Z1.18 **Framework Pricing Workbook** means the pricing workbook(s) that the *Delivery Partner* provided to the *Client* as part of their Tender Return Documents. Tender Return Documents form Schedule 19 of the Framework Agreement.

Z1.19 **Project Specific IPRs** means:

(i) IPRs in items (including but not limited to designs, drawings, plans, specifications, proposals, documentation and works) created by the *Delivery Partner* (or by a third party on behalf of the *Delivery Partner*) specifically for the purposes of a Works Order or a Time Charge Order including any and all updates and amendments of these items; and/or

(ii) IPRs arising as a result of the performance of the Delivery Partner's obligations under a Work Order or Time Charge Order.

Z1.20 **Request for Information** means a request for Information under the FOIA or the Environmental Information Regulations.

Z1.21 **Staff** means all those persons employed by the *Delivery Partner* or by the *Delivery Partner's* agents, suppliers and sub-contractors who are engaged from time to time in the performance of the *Delivery Partner's* obligations under this Framework Agreement or any Work Order and/or Time Charge Order.

Z1.22 **Suppliers** means consultants and contractors (other than the *Delivery Partner*) who have entered into a Property Flood Resilience Framework Agreement to provide work and/or services under the Contract Award Notice (ref).

Z1.23 **Tender Return Documents** means the documents submitted by the *Delivery Partner* to the *Client* in response to the *Client's* invitation to tender for this Framework Agreement attached at Schedule 19: Delivery Partner tender documentation.

Award of Work Orders and Time Charge Orders: Z2

Z2.1 This Framework Agreement enables Work Orders and Time Charge Orders to be awarded by the Client or (as set out in clause 48) any of the *Others*.

Z2.2 When a Work Order or Time Charge Order is awarded, the *Delivery Partner* shall enter into a Call-Off Contract with the party awarding the Work Order or Time Charge Order in the form set out in Schedule 9.

Z2.3 Any services or works undertaken prior to the signing of an appropriate Call-Off Contract mentioned in Z2.2 are done so at the *Delivery Partner's* risk and the *Client* makes no guarantee of payment for these services or works, save for in the case of Emergency Works let pursuant to Schedule 16 that may be ordered orally. Where Emergency Works are ordered orally both Parties agree to use Reasonable Endeavours to evidence that order in writing as if the order was a Work Order or Time Charge Order (as appropriate) under this Property Flood Resilience Framework by no longer than ten (10) working days after the date of the oral order.

Best Value: Z3

Z3.1 The *Client* and *Delivery Partner* will act with *Others* and with each other in a spirit of mutual trust and co-operation to provide best value. In determining best value an analysis of whole life cost shall be included.

Insurance: Z4

Z4.1 The *Delivery Partner* shall secure and maintain in effect throughout the duration of the Framework Agreement the following insurances:

(i) Employer's liability insurance shall be a minimum of £10M and include an indemnity to principal clause for the duration of this Framework Agreement;

(ii) Public liability insurance to a minimum limit of indemnity at £5M for a period expiring no earlier than six (6) years after the date of practical completion of the last Work Order or Time Charge Order undertaken pursuant to this Framework Agreement. The cover shall be on an each and every occurrence and include an indemnity to principal clause. Cover to include sudden or accidental pollution cover;

(iii) Professional Indemnity insurance to a minimum limit of indemnity or cover at £5M for a period expiring no earlier than six (6) years after the date of practical completion of the last Work Order or Time Charge Order undertaken pursuant to this Framework Agreement. The cover to be an each and every occurrence basis.

Z4.2 The *Delivery Partner* shall secure and maintain in effect throughout the duration of the Framework Agreement Product insurance. Product insurance shall be a minimum of £1M for a period expiring no earlier than six (6) years after the date of practical completion of the last Work Order or Time Charge Order undertaken pursuant to this Framework Agreement. The cover shall be on an each and every occurrence and include an indemnity to principal clause.

Z4.3 Upon the written request of the *Client*, the *Delivery Partner* shall provide proof that the insurances mentioned in Z4(i) to (iii) above are in place and that premiums are kept up to date throughout the life of the Framework Agreement.

Z4.4 The *Delivery Partner* shall maintain the above mentioned insurances covering (without limitation) all liability hereunder upon customary and usual terms and conditions prevailing for the time being in the insurance market and with reputable insurers lawfully carrying on such insurance business in the United Kingdom with a limit of indemnity of not less than the amounts set out above for each and every claim resulting from or in relation to the work carried out under this Framework Agreement, provided always that such insurance is available at commercially reasonable rates in the insurance market at large.

Z4.5 Any increased or additional premium required by insurers by reason of the *Delivery Partner's* own claims record or other acts, omissions, matters or things particular to the *Delivery Partner* shall be deemed to be within commercially reasonable rates.

Z4.6 The *Delivery Partner* shall immediately inform the *Client* if such insurance ceases to be available at commercially reasonable rates in the insurance market at large in

order that the *Delivery Partner* and the *Client* can discuss means of best protecting the respective positions of the *Client* and the *Delivery Partner* in respect of the Framework Agreement in the absence of such insurance.

Z4.7 The *Delivery Partner* shall fully co-operate with any measures reasonably required by the *Client* including (without limitation) completing any proposals for insurance and associated documents, maintaining such insurance at rates above commercially reasonable rates if the *Client* undertakes in writing to reimburse the *Delivery Partner* in respect of the net cost of such insurance to the *Delivery Partner* above commercially reasonable rates or, if the *Client* effects such insurance at rates at or above commercially reasonable rates, reimbursing the *Client* in respect of what the net cost of such insurance to the *Client* would have been at commercially reasonable rates.

Pricing of Work Orders and Time Charge Orders: Z5

Z5.1 The prices offered by the *Delivery Partner* for Work Orders and Time Charge Orders to the *Client* for works and services within the *scope* shall be in accordance with Schedule 2: Programme management and workflow.

Liability: Z6

Z6.1 The liability of the *Delivery Partner* and the *Client* under this Property Flood Resilience Framework shall be limited to £5M except in respect of the indemnities provided under clauses Z19 (Employment Provisions – TUPE), Z30 Prevention of Bribery and Corruption), Z31 (Equality and non-discrimination), Z47 (Intellectual Property Rights), or where liability cannot be limited by law. For the avoidance of doubt, the limitation of liability contained in this clause shall not affect any liabilities under any Work Order or Time Charge Order let under this Property Flood Resilience Framework.

Z6.2 If the Work Order or Time Charge Order is awarded by *Others*, *Others* shall be solely responsible for all of its obligations and actions under the Work Order or Time Charge Order including payment and no liability shall attach to the *Client* or any other party save as expressly provided for in the terms of the Work Order or Time Charge Order in question.

Parent Company Guarantee: Z7

Z7.1 No later than 21 days starting with the *commencement date* the *Delivery Partner* shall provide an executed Parent Company Guarantee from its ultimate parent company (or other parent company approved by the *Client* in its absolute discretion) in favour of the *Client* (in the form at Schedule 9). Where the ultimate parent company of the *Delivery Partner* is not registered in England and Wales the *Delivery Partner* shall provide a legal opinion from its legal advisers for the benefit of the *Client* confirming that the ultimate parent company guarantee is enforceable and valid in the jurisdiction in which the ultimate parent company is located.

Performance Management: Z8

Z8.1 The *Client* shall monitor the *Delivery Partner's* performance under this Framework Agreement in accordance with the provisions detailed in Schedule 8: Performance management. The *Delivery Partner* shall comply with the provisions of Schedule 8 at no cost to the *Client.*

Framework Management: Z9

Z9.1 Each Party shall administer the Framework Agreement in accordance with the provisions of Schedule 6: Framework management at their own cost. Schedule 6 shall only be enforceable by the Parties and for avoidance of doubt Schedule 6 shall not be enforceable by *Others* under this Framework Agreement.

Quality Assurance: Z10

Z10.1 The *Delivery Partner* shall operate a quality assurance system that complies with Schedule 12: Technical Requirements.

Standards and Specifications: Z11

Z11.1 Any design to be undertaken by the *Delivery Partner* pursuant to a Work Order and/or a Time Charge Order shall take account of and be in accordance with the standard designs set out in Schedule 12: Technical Requirements.

Z11.2 When providing any work or services under this Framework Agreement the *Delivery Partner* shall take into account and comply with the matters referred to in Schedule 5: Sustainability.

Health and Safety: Z12

Z12.1 The *Delivery Partner*, and their supply chain, shall ensure all Projects delivered through this Framework Agreement meet the requirements set out in Schedule 4: Safety, Health, Environment and Wellbeing.

Z12.2 The *Client* may carry out its own investigation into any health and safety incidents and where it chooses to do so the *Delivery Partner* shall promptly offer all reasonable assistance to the *Client's* investigating officer at the *Delivery Partner 's* own cost.

Set Off: Z13

Z13.1 The *Client* shall be entitled to deduct from any payment due to the *Delivery Partner*, any sum which is due from the *Delivery Partner* to the *Client*. Nothing contained in this Framework Agreement (other than as to giving notices) shall limit any right of the *Client* under any statute or rule of law in the nature of set off or abatement of price.

Conflicts of Interest: Z14

Z14.1 The *Delivery Partner* immediately notifies the *Client* of any circumstances giving rise to or potentially giving rise to conflicts of interest relating to the *Delivery Partner* (including without limitation its reputation and standing) and/or the *Client* of which it is aware or which it anticipates may justify the *Client* taking action to protect its interests.

Z14.2 Should the Parties be unable to remove the conflict of interest to the satisfaction of the *Client*, the *Client* may terminate this Framework Agreement and any Work Order and or Time Charge Order.

Termination Events and Suspension: Z15

Z15.1 The *Client* may at any time by notice in writing terminate this Framework Agreement as from the date of service of such notice, or a later date specified in such notice, if any of the events specified below occur (the "**Termination Events**"); namely, if the *Delivery Partner*:

(i) is convicted or has been convicted of a criminal offence relating to the conduct of its business or profession;

(ii) commits or is found to have committed an act of grave misconduct in the course of its business or profession which would have led to the *Delivery Partner's* exclusion from the Procurement;

(iii) fails or has failed to comply with any obligations relating to the payment of any taxes or social security contributions; or

(iv) has made any serious misrepresentations in the tendering process for any project or matter in which the public sector has or had a significant participation;

(v) fails to obtain any necessary licences or to obtain or maintain membership of any relevant body;

(vi) demerges into two or more firms such that the new entity which it is proposed that the Work Order and/or Time Charge Order will be delivered would have failed to meet the requirements of the Standard Questionnaire;

(vii) fails to rectify performance through the Performance Improvement Plan within the set periods pursuant to the procedure described in Schedule 8: Performance Management;

(viii) has been given four (4) red cards over the term of the Framework Agreement pursuant to the procedure described in Schedule 8: Performance Management;

(ix) is subject to a conflict of interest which has arisen in accordance with Z14 and in the *Client's* opinion the conflict of interest has not been removed to its satisfaction;

(x) has miss-stated any material matter in their Pre-Qualification Questionnaire or Tender Return Document, attached at Schedule 19: Delivery Partner tender documentation;

(xi) has failed to provide a parent company guarantee in accordance with clause Z7; or

(xii) has materially breached any condition of this Framework Agreement.

Any such termination being deemed to have been caused by a substantial failure of the *Delivery Partner* to comply with their obligations.

Z15.2 The *Client* may terminate the Framework Agreement with immediate effect by notice in writing and without compensation to the *Delivery Partner* where the *Delivery Partner* is a company and in respect of the *Delivery Partner*:

(i) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or

(ii) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or

(iii) a petition is filed for its winding up (which is not dismissed within fourteen (14) days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or

(iv) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or

(v) an application order is made either for the appointment of an administrator; or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or

(vi) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or

(vii) being a "small company" within the meaning of section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or

(viii) any event similar to those listed in Z15.2(a)-(g) occurs under the law of any other jurisdiction.

Z15.3 The *Client* may terminate the Framework Agreement with immediate effect by notice in writing and without compensation to the *Delivery Partner* where the *Delivery Partner* is an individual and:

(i) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the *Delivery Partner* 's creditors; or

(ii) a petition is presented and not dismissed within fourteen (14) days or order made for the *Delivery Partner* 's bankruptcy; or

(iii) a receiver, or similar officer is appointed over the whole or any part of the *Delivery Partner* 's assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets; or

(iv) the *Delivery Partner* is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986; or

(v) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or

sued against, the whole or any part of the *Delivery Partner* 's assets and such attachment or process is not discharged within fourteen (14) days; or

(vi) he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Capacity Act 2005; or

(vii) he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business; or

(viii) any event similar to those listed in Z15.3(a)-(g) occurs under the law of any other jurisdiction.

Z15.4 The *Delivery Partner* shall notify the *Client* as soon as reasonably practical in writing of any agreement, proposal or negotiations which will or may result in a *Delivery Partner* Change in Control and shall give further notice to the *Client* when any Change in Control has occurred. The *Client* may terminate the Framework Agreement with immediate effect by notice in writing and without compensation to the *Delivery Partner* within six (6) Months of:

(i) being notified that a Change of Control has occurred; or

(ii) where no notification has been made, the date that the *Client* becomes aware of the Change of Control,

(iii) but shall not be permitted to terminate where the *Client's* prior written acceptance was granted prior to the Change in Control.

Z15.5 The *Client* may terminate the Framework Agreement with immediate effect by notice in writing and without compensation to the *Delivery Partner* where the *Delivery Partner* is a partnership and:

(a) a proposal is made for a voluntary arrangement within Article 4 of the Insolvent Partnerships Order 1994, or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors; or

(b) it is for any reason dissolved; or

(c) a petition is presented for its winding up or for the making of any administration order, or an application is made for the appointment of a provisional liquidator; or

(d) a receiver, or similar officer is appointed over the whole or any part of its assets; or

(e) the partnership is deemed unable to pay its debts within the meaning of section 222 or 223 of the Insolvency Act 1986 as applied and modified by the Insolvent Partnerships Order 1994; or

(f) any of the following occurs in relation to any of its partners:

(i) an application for an interim order is made pursuant to sections 252- 253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, his creditors; or

(ii) a petition is presented for his bankruptcy; or

(iii) a receiver, or similar officer is appointed over the whole or any part of his assets; or

(g) any event similar to those listed in Z15.5(a)-(f) occurs under the law of any other jurisdiction.

Z15.6 The *Client* may terminate the Framework Agreement with immediate effect by notice in writing and without compensation to the *Delivery Partner* where the *Delivery Partner* is a limited liability partnership and:

(a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors; or

(b) it is for any reason dissolved; or

(c) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given within Part II of the Insolvency Act 1986; or

(d) any step is taken with a view to it being determined that it be wound up (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation) within Part IV of the Insolvency Act 1986; or

(e) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator within Part IV of the Insolvency Act 1986; or

(f) a receiver, or similar officer is appointed over the whole or any part of its assets; or

(g) it is or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or

(h) a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or

(i) any event similar to those listed in Z15.6(a) to (j) occurs under the law of any other jurisdiction.

Z15.7 References to the Insolvency Act 1986 in clause Z15 shall be construed as being references to that Act as applied under the Limited Liability Partnerships Act 2000 subordinate legislation.

Z15.8 The *Client* may terminate this Framework Agreement by serving written notice on the *Delivery Partner* with effect from the date of service of such notice, or a later date specified in such notice, if any of the events specified below occur; namely, if:

(a) the Framework Agreement and/or any Call-Off Contract has been subject to a substantial modification which would have required a new procurement procedure in accordance with regulation 72(9) of the Public Contracts Regulations 2015 (the "**Regulations**");

(b) the Contractor has, at the time of contract award, been in one of the situations referred to in regulation 57(1) of the Regulations, including as a result of the application of regulation 57(2) of the Regulations, and should therefore have been excluded from the procurement procedure.

Z15.9 Without prejudice to the *Client's* rights to terminate the Framework Agreement pursuant to Clause Z15.1 to Z15.8 above, if a right to terminate this Framework Agreement arises in accordance with Clause Z15.1 to Z15.8, the *Client* may suspend the *Delivery Partner 's* future appointment to supply works, services and goods through Work Order and Time Charge Orders, to the *Client* and *Others* pursuant to this Framework Agreement by giving notice in writing to the *Delivery Partner* . If the *Client* provides notice to the *Delivery Partner* in accordance with this Clause Z15.9, the *Delivery Partner 's* appointment shall be suspended for the period set out in the notice or such other period notified to the *Delivery Partner* by the *Client* in writing from time to time.

Recovery upon Termination: Z16

Z16.1 On the termination of the Framework Agreement in accordance with Z15, Z40.6 and/or Z30.2, but subject to its ongoing obligations under any Work Order or Time Charge Orders, the *Delivery Partner* shall, as far as reasonably practical and at its own cost:

(a) immediately return to the *Client* all Confidential Information, Personal Data (as defined in Z44.1) and the *Client*'s IPR in its possession or in the possession or under the control of any of the *Delivery Partner's* or sub-contractors, which was obtained or produced in the course of providing the works or services pursuant to a Work Order or Time Charge Order;

(b) immediately deliver to the *Client* all property (including materials, documents, information and access keys) provided to the *Delivery Partner* by the *Client*. Such property shall be handed back in good working order (allowance shall be made for reasonable wear and tear);

(c) assist and co-operate with the *Client* to ensure an orderly transition of the provision of works or services to any person appointed by the *Client* to continue or complete any work or service under a Work Order or Time Charge Order in progress at the date of termination; and

(d) promptly provide all information concerning the provision of the services or works under a Work Order or Time Charge Order which may reasonably be requested by the *Client* for the purposes of understanding the manner in which the works or services have been provided and/or for the purpose of allowing the *Client* to conduct due diligence or auditing.

Z16.2 If the *Delivery Partner* fails to comply with clause Z16.1 (a) and (b), the *Client* may recover possession of the items referred to and the *Delivery Partner* grants a licence to the *Client* or its appointed agents to enter (for the purposes of such recovery) any premises of the *Delivery Partner* or its sub-contractors where any such items may be held.

Z16.3 Upon the determination of this Framework Agreement upon it reaching the *end date* the *Delivery Partner* shall at its own cost:

(a) upon the completion of previously let Work Orders and Time Charge Orders immediately return to the *Client* all Confidential Information, Personal Data (as defined in Z44.1) and the *Client*'s IPR in its possession or in the possession or under the control of any permitted Staff, which was obtained or produced in the course of providing the works or services pursuant to a Work Order or Time Charge Order; and

(b) upon the completion of previously let Work Orders and Time Charge Orders immediately deliver to the *Client* all property (including materials, documents, information and access keys) provided to the *Delivery Partner*. Such property shall be handed back in good working order (allowance shall be made for reasonable wear and tear);

(c) Upon termination of previously let Work Orders and Time Charge Orders the *Delivery Partner* shall render reasonable assistance to the *Client* to the extent necessary to affect an orderly assumption by a replacement supplier or the *Client* of the works or services undertaken under Work Order or Time Charge Order.

Z16.4 For the avoidance of doubt, if this Property Flood Resilience Framework is terminated, the fact of that termination does not affect the rights and obligations of the parties in any Work Order or Time Charge Orders let under this Property Flood Resilience Framework.

Rights of Third Parties: Z17

Z17.1 Except as set out in clause Z48 in respect of *Others*, a person who is not a Party to the Framework Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of both Parties.

Governing Law and Jurisdiction: Z18

Z18.1 The Framework Agreement shall be governed by and interpreted in accordance with English Law and shall be subject to the jurisdiction of the Courts of England and Wales.

Employment Provisions – TUPE: Z19

Z.19.1 In this clause Z19 (and in relation to "Supplier Personnel", also the Schedule 14: Data protection) the following terms shall have the following meanings:

a) "**Supplier Personnel**"	means all Staff, directors, officers, employees, agents, consultants and contractors of the *Delivery Partner* and of any sub-contractors who are engaged in the provision of a Relevant Contract from time to time.
b) **"Employment Regulations"**	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (*SI 2006/246*) as amended or updated.
c) **"Replacement Supplier"**	means any person appointed by the *Client* to carry out any activities which are fundamentally the same as any of the activities carried out by the *Delivery Partner* following the termination (by any means) of a Relevant Contract.

d) **"Relevant Contract"**	means a Work Order or Time Charge Order.
e) **"Transferring Employees"**	means those employees whose contract of employment will be transferred to the *Client* or a Replacement Contractor pursuant to the Employment Regulations on expiry or termination of a Relevant Contract.
f) **"Staffing Information"**	means the following information about the *Delivery Partner's* employees: (a) their ages, dates of commencement of employment or engagement and gender; (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise; (c) the identity of the employer or relevant contracting party; (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments; (e) their wages, salaries and profit sharing arrangements as applicable; (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them; (g) any outstanding or potential contractual, statutory or other
	liabilities in respect of such individuals (including in respect of personal injury claims); (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence; (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations.

g) **"Staffing Liabilities"**	all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to the Staffing Personnel including in relation to the following: (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments; (b) unfair, wrongful or constructive dismissal compensation; (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay; (d) compensation for less favourable treatment of part-time workers or fixed term employees; (e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions; (f) employment claims whether in tort, contract or statute or otherwise; (g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation.

Z19.2 Not later than twelve (12) months prior to the end of a Relevant Contract (or such other time as the *Client* and *Delivery Partner* shall agree in writing), the *Delivery Partner* shall provide the *Client* with the Staffing Information, together with such other information as the *Client* may reasonably require.

Z19.3 At intervals to be stipulated by the *Client* (which shall not be more frequent than every thirty (30) days) starting no earlier than twelve (12) months before the *end date* of the Framework Agreement the *Delivery Partner* shall deliver to the *Client* a complete update of the information which is disclosable pursuant to clause Z19.2. In the absence of any instructions from the client, at least 28 Working Days prior to the *end date*, the *Delivery Partner* shall provide to the *Client* or at the direction of the *Client* to any Replacement Supplier:

(a) with a list of all the Supplier Personnel that are Transferring Employees and the Staffing Information in relation to this list;

(b) All other information referred to Z19.2 (updated and finalised); and

(c) Any other information which the *Client* may reasonably require.

Z19.4 At the time of providing the information disclosed pursuant to clauses Z19.2 and Z19.3, the *Delivery Partner* shall warrant the completeness and accuracy of all such information and the *Client* may assign the benefit of this warranty to any Replacement Supplier.

Z19.5 The *Client* may use the information it receives from the *Delivery Partner* pursuant to clauses Z19.2 and Z19.3 for the purposes of the Employment Regulations and/or any retendering process in order to ensure an effective handover of all work in progress at the end of the Relevant Contract. The *Delivery Partner* shall provide the Replacement Supplier with such assistance as it shall reasonably request.

Z19.6 Upon expiry or termination of a Relevant Contract the *Delivery Partner* shall indemnify and keep indemnified and hold the *Client* (both for themselves and any Replacement Supplier) harmless from and against all Staffing Liabilities and other liabilities (including but not limited to the amount of any amount by which the Client's or any Replacement Supplier's liabilities to Staff exceed the amount stated in or indicated by the information disclosed pursuant to Z19.2) which the *Client* or any Replacement Supplier may suffer or incur as a result of or in connection with:

(a) any inaccuracy or deficiency in the information provided pursuant to clause Z19.2; and

(b) any claim or demand by any Transferring Employee (whether in contract, tort, under statute, pursuant to EU Law or otherwise) in each case arising directly or indirectly from any act, fault or omission of the *Delivery Partner* or any sub-contractor (of the *Delivery Partner)* in respect of any Staff transferring on or before the end of the Relevant Contract; and

(c) any failure by the *Delivery Partner* or any sub-contractor/consultant of the *Delivery Partner* to comply with its obligations under Regulation 13 or 14 of the Employment Regulations or any award of compensation under Regulation 15 of the Employment Regulations save where such failure arises from the failure of the *Delivery Partner* to comply with its duties under Regulation 13 of the Employment Regulations; and

(d) any claim (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing any Transferring Employees arising from or connected with any failure by the *Delivery Partner* or any sub-contractor/consultant to comply with any legal obligation to such trade union, body or person; and

(e) any claim by any person who is transferred by the *Delivery Partner* to the *Client*

and/or a Replacement *Delivery Partner* whose name is not included in the list of Transferring Employees.

Z19.7 If the *Delivery Partner* becomes aware that the information it provided pursuant to clause Z19.2 has become untrue, inaccurate or misleading, it shall immediately notify the *Client* and provide the *Client* with up-to-date information.

Z19.8 This clause Z19 applies during the Framework Agreement and indefinitely thereafter.

Z19.9 During the twelve (12) months prior to the end of a Relevant Contract the *Delivery Partner* shall not (and shall procure that any sub-contractor shall not) without prior written approval of the *Client* (such approval not to be unreasonably withheld or delayed):

(a) amend or vary (or purport to amend or vary) the terms and conditions of employment or engagement (including, for the avoidance of doubt, pay) of any Staff (other than where such amendment or variation has previously been agreed between the *Delivery Partner* and the Supplier Personnel in the normal course of business and where any such amendment or variation is not in any way related to the transfer of the services pursuant to the Employment Regulations);

(b) introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any Transferring Employees;

(c) terminate or give notice to terminate the employment or engagement of any Supplier Personnel (other than in circumstances in which the termination is for reasons of misconduct or lack of capability);

(d) transfer away, remove, reduce or vary the involvement of any other Supplier Personnel from or in the provision of the services under a Relevant Contract (other than where such transfer or removal:

(i) was planned as part of the individual's career development;

(ii) takes place in the normal course of business; and

(iii) will not have any adverse impact upon the delivery of the services by the *Delivery Partner* (provided that any such transfer, removal, reduction or variation is not in any way related to the transfer of the services); or

(e) recruit or bring in any new or additional individuals to provide the services under a Relevant Contract who were not already involved in providing the services prior to the relevant period.

Z19.10 In the event of the Employment Regulations applying at the end of a Relevant Contract, the *Delivery Partner* shall provide, and shall procure that each sub-contractor shall provide, all reasonable cooperation and assistance to the *Client*, any Replacement Supplier and/or any Replacement Sub-contractor to ensure the smooth transferring of any employees that are entitled to transfer under the Employment Regulations including providing sufficient information in advance of the transfer to ensure all necessary payroll arrangements can be made to enable the transferring employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 working days following the date on which the employees transfer pursuant to the Employment Regulations, the *Delivery Partner* shall provide, and shall procure that each sub-contractor shall provide, to the *Client* or, at the direction of the *Client*, to any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each relevant employee:

(a) the most recent month's copy pay slip data;

(b) details of cumulative pay for tax and pension purposes;

(c) details of cumulative tax paid;

(d) tax code;

(e) details of any voluntary deductions from pay; and

(f) bank/building society account details for payroll purposes.

Publicity, Media and Official Enquiries: Z20

Z20.1 The *Delivery Partner* Z20.2 shall comply with the provisions of Schedule 15: Communication and Engagement.

Severability: Z21

Z21.1 If any provision of the Framework Agreement is held invalid, illegal or unenforceable for any reason, such provision shall be severed, and the remainder of the provisions hereof shall continue in full force and effect as if the Framework Agreement had been executed with the invalid provision eliminated.

Z21.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Framework Agreement, the *Client* and the *Delivery Partner* shall immediately commence good faith negotiations to remedy such invalidity.

Cumulative Remedies: Z22

Z22.1 Except as otherwise expressly provided by the Framework Agreement, all remedies available to either Party for breach of the Framework Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

Waiver: Z23

Z23.1 The failure of either Party to insist upon strict performance of any provision of the Framework Agreement, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Framework Agreement.

Z23.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with this Property Flood Resilience Framework.

Z23.3 A waiver of any right or remedy arising from a breach of the Framework Agreement shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Framework Agreement.

Collateral Warranty, Performance Bond and Project Bank Account Z24

Z24.1 The *Delivery Partner* shall enter into Collateral Warranties in respect of Work Order or Time Charge Order in the form set out in Schedule 9 upon the written the request

of the *Client* at no cost to the *Client* within 14 days of receipt of such request but subject to clause Z24.2 below.

Z24.2 If the *Client* is not to be the beneficiary of the collateral warranty, the *Client* shall only require the *Delivery Partner* to enter into a collateral warranty if it has informed the *Delivery Partner* of the identity of the beneficiary of the collateral warranty prior to the award of the relevant Work Order or Time Charge Order.

Z24.3 Where prior to the award of a of Work Order or Time Charge Order the *Client* has informed the *Delivery Partner* that a performance bond is required the *Delivery Partner* shall give the *Client* a performance bond (in the form set out in Schedule 9 unless otherwise agreed by the parties) provided by a bank or insurer which the *Client* has accepted for the amount stated by the *Client*.

Z24.4 The *Client* may refuse the bank or insurer if the *Client* considers (in its absolute discretion) that the Bank or insurer's financial position is not strong enough to carry the bond.

Z24.5 Where prior to the award of a Work Order or Time Charge Order the *Client* has informed the *Delivery Partner* that a project bank account is required the Work Order or Time Charge Order shall have incorporated into it the provisions of Schedule 9.

Dispute Resolution Procedure: Z25

Z25.1 The resolution of any dispute should remain at project level until all efforts to resolve the matter have been exhausted, in accordance with Schedule 9: Contract Management.

Z25.2 Where matters of disagreement or disputes have relevance to the Suppliers, the *Client* and *Delivery Partner* agree that the process set out in Schedule 9 shall be followed.

Z25.3 Where the process set out in the clauses above has not resolved the disagreement or dispute the relevant dispute resolution procedures in the relevant NEC4 agreements, Work Order or Time Charge Order shall apply.

Entire Agreement: Z26

Z26.1 This Framework Agreement and the documents referred to in it constitute the entire agreement and understanding of the *Client* and the *Delivery Partner* and supersede any previous agreement, whether written or oral, between the parties relating to the subject matter of this Framework Agreement.

Z26.2 Other than as expressly set out in this Framework Agreement as a warranty, each of the Parties agrees that, in entering into this Framework Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty (whether negligently or innocently made and whether or not made in connection with the terms of this Framework Agreement) of any person (whether party to this Framework Agreement or not).

Z26.3 The only remedy available to the Parties for breach of the warranties shall be for breach of contract under the terms of this Framework Agreement.

Z26.4 Notwithstanding this clause Z26, nothing in this Framework Agreement shall operate to limit or exclude any liability for fraud.

Z26.5 The *Delivery Partner* warrants that the Tender Return Document (Schedule 19) is true and accurate and will remain true and accurate for the duration of the this Framework Agreement. The *Delivery Partner* warrants that it will provide all of the benefits, services and processes set out in the Tender Return Document (Schedule 19) at the prices contained (where applicable) in the Tender Return Document for the duration of this Framework Agreement.

Financial Information and Audit: Z27

Z27.1 Prior to and throughout the duration of the Framework Agreement, the *Client* requires the *Delivery Partner* to provide it with a copy of its annual accounts or equivalent upon request and the *Delivery Partner* shall operate open book arrangements in accordance with Schedule 9: Contract Management.

Z27.2 The *Delivery Partner* shall provide the *Client* with regular commercial records, reports, data and information on all Work Orders and Time Charge Orders delivered under this Framework Agreement in such a manner as to enable the *Client* to carry out an effective financial audit of the Framework Agreement and all contracts entered into. All requirements are defined within the Schedules.

Z27.3 The *Delivery Partner* shall keep and maintain until twelve (12) years after the end of any Work Order or Time Charge Order, or as long a period as may be agreed between the Parties, full and accurate records of the works, goods and services supplied under it (but not including any *Client* Confidential Information that it has returned to the Client under clause Z16), all expenditure reimbursed by the *Client*, and all payments made by the *Client*. The *Delivery Partner* shall on request afford the *Client* such access to those records and processes as may be requested by the *Client* in connection with the Framework Agreement, Work Orders or Time Charge Orders.

Z27.4 The *Delivery Partner* shall make available to the *Client*, free of charge, whenever requested, copies of audit reports obtained by the *Delivery Partner* in relation to the Framework Agreement, Work Order and/or Time Charge Orders.

Z27.5 The *Delivery Partner* shall permit duly authorised representatives of the *Client* and/or the Comptroller and Auditor General to examine the *Delivery Partner* ’s records and documents relating to this Framework Agreement, or any Work Order or Time Charge Orders let under it and to provide such copies and oral or written explanations as may reasonably be required.

Z27.6 The *Delivery Partner* (and its contractors, suppliers or agents) shall permit the Comptroller and Auditor General (and his appointed representatives) access free of charge during normal business hours on reasonable notice to all such documents (including computerised documents and data) and other information as the Comptroller and Auditor General may reasonably require for the purposes of his financial audit of the *Client* and for carrying out examinations into the economy, efficiency and effectiveness with which the *Client* has used its resources.

Delivery Partner **Development: Z28**

Z28. 1 The *Client* will operate, and the *Delivery Partner* will participate in the Supplier development programmes described in Schedules 7 and 8.

Assignment and Novation: Z29

Z29.1 The *Delivery Partner* may not assign the benefit of this Framework Agreement to a third party except with the *Client's* prior written consent (in the *Client's* absolute discretion).

Z29.2 The *Client* may at its discretion assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Framework Agreement and/or any associated licences to:

(a) any government body; or

(b) to a body other than a government body (including any private sector body) which performs any of the functions that previously had been performed by the *Client*,

and the *Delivery Partner* shall, at the *Client's* request, enter into any agreement which the *Client* shall reasonably specify in order to enable the *Client* to exercise its rights pursuant to this Clause.

Z29.3 Any change in the legal status of the *Client* shall not affect the validity of this Framework Agreement and this Framework Agreement shall be binding on any successor body to the *Client*.

Prevention of Bribery and Corruption: Z30

Z30.1 The *Delivery Partner* warrants and represents that:

(a) it has not committed any offence under the Bribery Act 2010 or done any of the following (referred to hereafter as "**Prohibited Acts**"):

(i) offered, given or agreed to give any officer or employee of the *Client* any gift or consideration of any kind as an inducement or reward for doing or not doing or for having done or not having done any act in relation to the obtaining of performance of this or any other agreement with the *Client* or for showing or not showing favour or disfavour to any person in relation to this or any other agreement with the *Client*; or

(ii) in connection with this Framework Agreement paid or agreed to pay any commission other than a payment, particulars of which (including the terms and conditions of the agreement for its payment) have been disclosed in writing to the *Client*; and

(iii) it has in place adequate procedures to prevent bribery and corruption, as contemplated by section 7 of the Bribery Act 2010.

Z30.2 If the *Delivery Partner*, its Staff, the staff employed by the *Delivery Partner's* agents, suppliers and sub-contractors (or anyone acting on its or their behalf) has

done or does any of the Prohibited Acts or has committed or commits any offence under the Bribery Act 2010 with or without the knowledge of the *Delivery Partner* in relation to this Framework Agreement or any other agreement with the *Client* the *Client* shall be entitled:

(a) to terminate this Agreement and recover from the *Delivery Partner* the amount of any loss resulting from the termination;

(b) to recover from the *Delivery Partner* the amount or value of any gift, consideration or commission concerned; and

(c) to recover from the *Delivery Partner* any other loss or expense sustained in consequence of the carrying out of the Prohibited Act or the commission of the offence.

Z30.3 Any termination under clause Z30.2 shall be without prejudice to any right or remedy that has already accrued, or subsequently accrues, to the *Client.*

Z30.4 The *Delivery Partner* shall impose on any sub-contractor's obligations substantially similar to those imposed on the *Delivery Partner* by this Clause Z30.

Z30.5 Notwithstanding clause Z25 (Dispute Resolution Procedure), any dispute relating to:

(a) the interpretation of clauses Z30.1 and Z30.2; or

(b) the amount or value of any gift, consideration or commission, shall be determined by the *Client* and the decision shall be final and conclusive.

Equality and non-discrimination: Z31

Z31.1 The *Delivery Partner* shall not:

(a) engage in any prohibited conduct as defined in part 2 chapter 2 Equality Act in relation to any protected characteristic (as defined in section 4 Equality Act) where this would contravene any provisions of the Equality Act, including (without limitation) part 3 (goods and services) and part 5 (employment);

(b) do (or omit to do) anything else that would amount to a contravention of the Equality Act including (without limitation) part 8 (prohibited conduct: ancillary) and chapter 3 part 5 (equality of terms).

Z31.2 The *Delivery Partner* shall notify the *Client* immediately of any investigation of or proceedings against the *Delivery Partner*, whether under the Equality Act or any legislation to similar effect and shall cooperate fully and promptly with any requests of the person or body conducting such investigation or proceedings, including allowing access to any documents or data required, attending any meetings and providing any information requested.

Z31.3 In addition to its obligations under this Clause Z31 relating to the Equality Act, the *Delivery Partner* shall ensure that it complies with all other current employment legislation including, without limitation, the Part-time Workers (Prevention of Less

Favourable Treatment) Regulations 2000 and the Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002.

Z31.4 The *Delivery Partner* shall take all reasonable steps (at its own expense) to ensure that any employees employed in the provision of any works or services provided under a Work Order or Time Charge Order comply with their obligations under the Equality Act.

Z31.5 The *Delivery Partner* shall impose on any sub-contractors and or agents obligations substantially similar to those imposed on the *Delivery Partner* by this Clause Z31.

Z31.6 The *Delivery Partner* shall indemnify the *Client* against all costs, claims, charges, demands, liabilities, damages, losses and expenses incurred or suffered by the *Client* arising out of or in connection with any investigation conducted or any proceedings brought under the Equality Act due directly or indirectly to any act or omission by the *Delivery Partner*, its agents, employees or sub-contractors, or any breach of this clause Z31.

Survival: Z32

Z32.1 The provisions of Clauses Z1, Z4, Z6, Z7, Z10, Z11, Z12, Z13, Z14, Z15, Z16, Z17, Z18, Z19, Z20, Z21, Z22, Z23, Z24, Z25, Z26, Z27, Z29, Z30, Z31, Z32, Z33, Z34, Z35, Z36, Z37, Z38, Z40, Z41, Z42, Z43, Z44, Z45, Z46, Z47 and Z48 shall survive termination of this Framework Agreement.

Knowledge Retention: Z33

Z33.1 The *Delivery Partner* shall co-operate fully with the *Client* in order to enable an efficient and detailed knowledge transfer from the *Delivery Partner* to the *Client* on the completion or earlier termination of the Framework Agreement and in addition, to minimise any disruption to routine operational requirements. To facilitate this transfer, the *Delivery Partner* shall provide the *Client* free of charge with reasonable access to its Staff, and in addition, copies of all documents, reports, summaries and any other information requested by the *Client*. The *Delivery Partner* shall comply with the *Client*'s request for information no later than two weeks from the date that that request was made.

Precedence: Z34

Z34.1 Where this Framework Agreement or any Schedule attached thereto conflicts with any provision in any Work Order or Time Charge Order the terms of this Framework Agreement shall prevail and the *Client* acting reasonably shall resolve any ambiguity or inconsistency arising between this Framework Agreement and a Work Order or Time Charge Order.

Z34.2 Where any provision of this Framework Agreement or any Schedule is inconsistent with the terms of the NEC4 Framework Agreement, the terms of this Framework Agreement shall prevail and the NEC4 Framework Agreement shall be deemed to have been amended accordingly.

Z34.3 Where the provision of any Schedule conflicts with the provision of this Framework Agreement or another Schedule the conflict shall be resolved by applying the following order of precedence:

(a) The terms of the Framework Agreement;

(b) Schedule 1 – Scope of Services

(c) Schedule 6 – Framework management

(d) Schedule 9 – Contract management

(e) Schedule 8 – Performance management

(f) All other Schedules except Schedule 19 and 20

(g) Schedule 19 – Primary Delivery Partner tender documentation

(h) Schedule 20 – Reserve Delivery Partner tender documentation

Z34.4 In respect of clause Z44 of this Framework, regarding compliance with the Data Protection Legislation, in the event of a conflict between the terms in the body of this Framework, any Work Order or Time Charge Order and the Schedule 14 Data Protection, the terms of the Data Protection Schedule shall take precedence.

Variation: Z35

Z35.1 No variation to this Framework Agreement shall be permitted without the prior written consent of the *Client* and the *Delivery Partner.* Any variation shall be managed through the Change Control Process, in accordance with Schedule 6: Framework Management.

Environmental Consideration: Z36

Z36.1 The *Delivery Partner* shall comply with the environmental considerations set out in Schedules 4 and 5.

Incentivisation: Z37 – not used.

Carbon and Cost Data: Z38

Z38.1 The *Delivery Partner* shall provide the *Client* with cost and carbon data required by each Call-off Contract in the frequency and form set out in Schedule 9 at its own cost.

No Guarantee of Work: Z39

Z39.1 This Framework Agreement does not constitute a commitment to award any, or any level of, business and shall not be an exclusive arrangement between the *Client* and the *Delivery Partner* either as to the contracts entered into or as to the *Client* being bound to offer call off contracts to the *Delivery Partner* in preference to any of the *Suppliers* or other third parties.

Income Tax and National Insurance Contributions: Z40

Z40.1 Where the *Delivery Partner* and/or its Staff are liable to be taxed in the UK in respect of consideration received under this contract, it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax in respect of that consideration.

Z40.2 Where the *Delivery Partner* and/or its Staff is liable to National Insurance Contributions in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to NICs in respect of that consideration.

Z40.3 Where the *Delivery Partner* is subject to any legal requirements concerning the payment of taxes or social security contributions of equivalent effect to those specified in Z40.1 or Z40.2 in any other member state of the European Union, the *Delivery Partner* shall comply with those requirements.

Z40.4 The *Client* may, at any time during the term of this Framework Agreement, require the *Delivery Partner* and/or its Staff to provide information which demonstrates how the *Delivery Partner* and/or its Staff complies with clauses Z40.1, Z40.2 or Z40.3 above or why those Clauses do not apply to it.

Z40.5 A requisition under clause Z40.4 above may specify the information which the *Delivery Partner* and/or its Staff must provide and the period within which that information must be provided.

Z40.6 The *Client* may terminate this Framework Agreement if:

(a) in the case of a request mentioned in clause Z40.4 above-

(i) the *Delivery Partner* and/or its Staff fails to provide information in response to the request within a reasonable time, or

(ii) the *Delivery Partner* and/or its Staff provides information which is inadequate to demonstrate either how the *Delivery Partner* and/or its Staff complies with clauses Z40.1, Z40.2 and Z40.3 above or why those clauses do not apply to it;

(b) in the case of a requisition mentioned in clause Z40.4 above, the *Delivery Partner* and/or its Staff fails to provide the specified information within the specified period; or

(c) the *Client* receives information which, in its reasonable assessment, demonstrates that, at any time when clauses Z40.1 and Z40.2 apply to the *Delivery Partner* and/or its Staff, the *Delivery Partner* and/or its Staff is not complying with those clauses.

Z40.7 The *Client* will not object to the *Delivery Partner* and/or its Staff supplying any information which it receives under clause Z40 to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

Z40.8 The *Delivery Partner* shall ensure that this clause Z40 shall be repeated (and amended appropriately) in any contract between it and its Staff, agents, suppliers and subcontractors (but only insofar as it relates to work or services being undertaken pursuant to this Framework Agreement).

Payment: Z41

Z41.1 The Parties shall comply with the payment provision set out in the Time Charge Orders or Work Orders, along with Schedule 2: Programme management and workflow.

Mandatory Security and vetting procedures for Staff with access to the *Client's* IT systems: Z42

Z42.1 If in the performance of a Work Order and/or Time Charge Order, any *S*taff or employees of the *Delivery Partner's* agents, suppliers and sub-contractors are to have access to the *Client's* IT systems, the Work Order and/or Time Charge Order will be subject to the following mandatory security and vetting procedure. This mandatory security and vetting procedure shall also apply to all Work Orders and/or Time Charge Orders for secondment of Staff or employees of the *Delivery Partner's* agents, suppliers and subcontractors. The *Delivery Partner* shall retain copies of the documents provided, acquired, copied or created for the purposes of complying with these requirements and shall make such copies available to the *Client* on demand.

(a) **Verification of Identity -** The *Delivery Partner* shall verify, or arrange for the verification, of the identity of Staff or employees of the *Delivery Partner's* agents, suppliers and sub-contractors who are to be engaged in carrying out any Work Order or Time Charge Order. This includes the verification, copying and checking of the appropriate documentation:

(i) Confirmation of name, date of birth and address

(ii) National Insurance number

(iii) Confirmation of qualification/licences

(iv) Confirmation of permission to work in the UK (if required)

(b) **Verification of Employment History -** The *Delivery Partner* shall ensure that it has verified, or secured the verification of, the employment history of any Staff or employees of the *Delivery Partner's* agents, suppliers and sub- contractors engaged in carrying out any work under a Work Order or Time Charge Order, for at least the three years immediately prior to that person's employment by the *Delivery Partner* or any sub-contractor or agent of the *Delivery Partner*.

(c) **Verification of Criminal Record (unspent convictions only)-** The *Delivery Partner* is responsible for identifying any unspent criminal records of Staff or employees of the *Delivery Partner's* agents, suppliers and sub-contractors using the Basic Criminal Record (CRB) check provided by Disclosure Scotland (DS) prior to the commencement of employment. This applies to all the Staff or employees of the *Delivery Partner's* agents, suppliers and subcontractors.

Z42.2 In exceptional circumstances the *Client* may decide to undertake a risk assessment where delays would impact on operation of business to allow an individual to start on conditional Work Order or Time Charge Order whilst waiting for results of the

check. The *Delivery Partner* shall cooperate fully with the *Client* in relation to carrying out a risk assessment in this situation.

Z42.3 Individual Staff or employees of the *Delivery Partner's* agents, suppliers and subcontractors with evidence of valid and live Disclosure and Barring Service (DBS), Counter Terrorist Check (CTC), Security Check (SC) or Developed Vetting (DV) clearance will not be required to undertake Baseline Personnel Security Standard (BPSS) clearance again (except proof of identity).

Z42.4 The *Delivery Partner* shall keep a BPSS verification record, in the form of the BPSS record provided by the Cabinet Office from time to time, of all Staff or employees of the *Delivery Partner's* agents, suppliers and sub-contractors. Where individuals have valid and live clearance, this should be obtained in the form of the BPSS verification record from their previous organisation. There is no requirement to renew the BPSS once it has been approved. It is the responsibility of the *Delivery Partner* to keep records for temporary agency employees and contractors. The *Client* may audit the *Delivery Partner* referencing and vetting processes throughout the contract.

Confidentiality: Z43

Z43.1 Except to the extent set out in this clause or where disclosure is expressly permitted pursuant to clause Z43.2 or to any provision of this Framework Agreement, each Party shall:

(a) treat the other Party's Confidential Information as confidential and safeguard it accordingly; and

(b) not disclose the other Party's Confidential Information to any other person without the other Party's prior written consent.

Z43.2 Clause Z43.1 shall not apply to the extent that:

(a) such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to Clause Z45.5 (Freedom of Information);

(b) such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

(c) such information was obtained from a third party who obtained the information free from any obligation of confidentiality;

(d) such information was already in the public domain at the time of disclosure otherwise than by a breach of this Framework Agreement; or

(e) the information is independently developed without access to the other Party's Confidential Information.

Z43.3 The *Delivery Partner* may only disclose the *Client's* Confidential Information to those of its Staff or employees of the *Delivery Partner's* agents, suppliers, professional advisors and sub-contractors who are directly involved in the provision

of the works or services pursuant to a Work Order or Time Charge Order and who need to know the information, and shall ensure that such Staff or employees of the *Delivery Partner's* agents, suppliers and sub-contractors are aware of and shall comply with these obligations as to confidentiality. The *Delivery Partner* may disclose the *Client*'s Confidential Information to its Staff and advisors in order to obtain legal, tax, accounting, technical and other advice and for governance purposes subject to ensuring that such Staff or employees of the *Delivery Partner's* agents, suppliers and sub-contractors and advisors are aware of and shall comply with these obligations as to confidentiality.

Z43.4 The *Delivery Partner* shall not, and shall procure that its Staff or employees of the *Delivery Partner's* agents, suppliers and sub-contractors do not, use any of the *Client's* Confidential Information otherwise than for the purposes of this Framework Agreement.

Z43.5 Nothing in this Framework Agreement shall prevent the *Client* from disclosing the *Delivery Partner's* Confidential Information:

(a) to any Government Body or any *Others*. All Government Bodies or *Others* receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Government Bodies or *Others* on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Government Body or *Others*;

(b) to any consultant, contractor or other person engaged by the *Client* or any person conducting an audit review;

(c) for the purpose of the examination and certification of the *Delivery Partner's* accounts;

(d) 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.

Z43.6 The *Client* shall use all reasonable endeavours to ensure that any government department, *Others*, employee, third party or any person conducting an audit review to whom the Delivery Partner 's Confidential Information is disclosed pursuant to clause Z43.6(b) is made aware of the *Client's* obligations of confidentiality.

Z43.7 Nothing in this clause Z43 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Framework Agreement or any Work Order or Time Charge Order 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 Intellectual Property Rights.

Data Protection: Z44

Z44.1 In the event that this Framework (or any agreement under this Framework) requires data to be processed within the meaning of the Data Protection Legislation the provisions of Schedule 14 and the definitions therein shall apply.

Z44.2 Where any Personal Information (as defined in the Data Protection Legislation) is provided to the Environment Agency by the *Delivery Partner* under the Framework or under a Work Order or Time Charge Order the Environment

Agency will treat the Personal Information as set out in the Data Privacy Notice in Schedule 14.

Freedom of Information: Z45

Z45.1 The *Delivery Partner* and the *Client* acknowledge that the *Client* is subject to the requirements of the FOIA and the Environmental Information Regulations and the *Delivery Partner* may be subject to the subject to the requirements of the FOIA and the Environmental Information Regulations. The *Delivery Partner* and the *Client* shall assist and cooperate with each other to enable the other to comply with any Information disclosure obligations pursuant to the FOIA and the Environmental Information Regulations.

Z45.2 The *Delivery Partner* shall and shall procure that its sub-contractors and agents shall:

(a) transfer to the *Client* all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;

(b) provide the *Client* with a copy of all Information in its possession or power, in the form that the *Client* reasonably requires in order to respond to any Request for Information, within five Working Days (or such other period as the *Client* may specify) of the *Client*'s request; and

(c) provide all such assistance as the *Client* reasonably requests 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.

Z45.3 The *Client* shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Framework Agreement or any other agreement whether any Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

Z45.4 In no event shall the *Delivery Partner* respond directly to a Request for Information unless expressly authorised to do so by the *Client* or unless required to do so by Law.

Z45.5 The *Delivery Partner* acknowledges that (notwithstanding the provisions of Clause Z45.2) the *Client* may, acting in accordance with the Secretary of State for Constitutional Affairs Code of Practice on the Discharge of the Functions of Public Authorities under s45 Freedom of Information Act 2000 ("**the Code**"), as amended or replaced from time to time, be obliged under the FOIA or the Environmental Information Regulations to disclose information concerning the *Delivery Partner* a Work Order or a Time Charge Order:

(a) in certain circumstances without consulting the *Delivery Partner* ; or

(b) following consultation with the *Delivery Partner* and having taken their views into account;

(c) the *Client* shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the *Delivery Partner* advanced notice, or failing that, to draw the disclosure to the *Delivery Partner* 's attention after any such disclosure.

Z45.6 The *Delivery Partner* shall ensure that all Information is retained for disclosure and shall permit the *Client* to inspect such records as requested from time to time.

Z45.7 The *Delivery Partner* acknowledges that the *Client* may be obliged to disclose its Commercially Sensitive Information

Logos and trademarks: Z46

Z46.1 No Party shall itself or by a third party use or reproduce or otherwise deal with the logos distinctive marks or trademarks of another Party or cause or permit the same without the consent in writing of the Party to whom the logos, distinctive marks or trademarks belong.

Intellectual Property Rights: Z47

Z47.1 Save as granted elsewhere under the Framework Agreement, neither the *Client* nor the *Delivery Partner* shall acquire any right, title or interest in the other's Pre-Existing IPR.

Z47.2 The *Delivery Partner* shall not, and shall procure that the Staff or the *Delivery Partner's* agents, suppliers and sub-contractors shall not, (except when necessary for the performance of this Framework Agreement, Works Order and/or a Time Charge Order) without prior written approval, use or disclose the Project Specific IPRs to any third party.

Z47.3 All title to and all rights and interest in the Project Specific IPRs shall vest in the *Client*. The *Delivery Partner* hereby assigns to the *Client*, with full title guarantee, title to and all rights and interest in the Project Specific IPRs and/or shall procure that the first owner of the Project Specific IPRs also does so.

Z47.4 The assignment under Clause Z47.3 shall either take effect on the date of the Framework Agreement or as a present assignment of future rights that will take effect immediately on the coming into existence of the relevant Project Specific IPRs, as appropriate.

Z47.5 The *Delivery Partner* shall waive or procure a waiver of any moral rights in any copyright works assigned to the *Client* under the Framework Agreement, Work Orders and Time Charge Orders.

Z47.6 If requested to do so by the *Client*, the *Delivery Partner* shall without charge to the *Client* execute all documents and do all such further acts as the *Client* may require to perfect the assignment under Clause Z47.3 or shall procure that the owner of the Project Specific IPRs does so on the same basis.

Z47.7 The *Client* hereby grants to the *Delivery Partner* a non-exclusive, revocable, non-assignable licence to use the *Client's* Pre-Existing IPR and the Project Specific IPRs for the duration of the relevant Work Order or Time Charge Order for the sole purpose of enabling the *Delivery Partner* to provide the works and/or services pursuant to the Work Order or Time Charge Order.

Z47.8 The *Delivery Partner* hereby grants to the *Client* a non-exclusive, non-revocable, non-assignable licence to use the *Delivery Partner's* Pre-Existing IPR which the Delivery Partner uses, refers to or considers in the performance of any obligations under a Work Order or Time Charge Orders, for the sole purpose and only for the duration to enabling the *Client* to operate maintain improve and replace the works and/or services provided by the *Delivery Partner* pursuant to the Work Order or Time Charge Order.

Z47.9 The *Delivery Partner* shall provide the *Client* with details of any third-party licence required by the *Delivery Partner* and/or the *Client* in order for the *Delivery Partner* to carry out its obligations under a Work Order or Time Charge Order using the third-party Intellectual Property Rights. The *Client* shall set this out in a register for each Work Order or Time Charge Order.

Z47.10 The *Delivery Partner* shall, during and after the term of this Framework Agreement, indemnify and keep indemnified and hold the *Client* harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the *Client* may suffer or incur as a result of any claim that the performance or non-performance by the *Delivery Partner* of a Work Order, Time Charge Order and/or this Framework Agreement and/or the possession or use by the *Client* of any IPR provided or used by the *Delivery Partner* infringes a third party's Intellectual Property Rights ("**Claim**") except where the Claim arises from:-

(a) items or materials based upon designs supplied by the *Client*; or

(b) the use of data supplied by the *Client* which is not required to be verified by the *Delivery Partner* under any provision of the Framework Agreement, Work Order or Time Charge Order.

Z47.11 The *Client* shall notify the *Delivery Partner* in writing of the Claim and the *Client* shall not make any admissions which may be prejudicial to the defence or settlement of the Claim. The *Delivery Partner* shall at its own expense conduct all negotiations and any litigation arising in connection with the Claim provided always that the *Delivery Partner*:

(a) shall consult the *Client* on all substantive issues which arise during the conduct of such litigation and negotiations;

(b) shall take due and proper account of the interests of the *Client*; and

(c) shall not settle or compromise the Claim without the *Client's* prior written approval (not to be unreasonably withheld or delayed).

Z47.12 If a meritorious Claim is made in connection with the Framework Agreement, Work Order and/or Time Charge Order or in the reasonable opinion of the *Delivery Partner* is likely to be made, the *Delivery Partner* shall immediately notify the *Client* and, at its own expense and subject to the consent of the *Client* (not to be unreasonably withheld or delayed), use its best endeavours to:

(a) modify the relevant part of the Framework Agreement, Work Order or Time Charge Order without reducing the performance or functionality of the same, or substitute alternative services or deliverables of equivalent performance and functionality, so as to avoid the infringement or the

alleged infringement, provided that the provisions herein shall apply with any necessary changes to such modified services or deliverables or to the substitute services or deliverables; or

(b) procure a licence to use and supply the services, works and/or the deliverables pursuant to the Framework Agreement, Work Order and/or Time Charge Order, which are the subject of the alleged infringement, on terms which are acceptable to the *Client; or*

(c) and in the event that the *Delivery Partner* is unable to comply with clause Z47.12 (a) or (b) within 20 Working Days of receipt of the *Delivery Partner's* notification the *Client* may terminate the Framework Agreement, Work Order and/or Time Charge Order with immediate effect by notice in writing and the *Delivery Partner* shall, upon demand, refund the *Client* with all monies paid in respect of the Framework Agreement, Work Order and/or Time Charge Order that is subject to the Claim.

Z47.13 Throughout the term of this Framework Agreement and any Work Order or Time Charge Order:

(a) The *Client* shall record all the *Client's* Pre-Existing IPR provided to the *Delivery Partner* pursuant to this Framework Agreement, Work Order and/or Time Charge Order in the format to be agreed by the parties and send the same to the *Delivery Partner* on a monthly basis; and

(b) The *Delivery Partner* shall record all the *Delivery Partner's* Pre-Existing IPR and Project Specific IPR used or created pursuant to this Framework Agreement, Work Order and/or Time Charge Order.

Use of the Framework Agreement by *Others:* Z48

Z48.1 *Others* may use this Framework Agreement by entering into Work Orders or Time Charge Orders with the *Delivery Partner*. Where an *Other* does so any reference to the *Client* in the Property Flood Resilience Framework shall be read as a reference to that *Other* except in respect of the following clauses, where, for the avoidance of doubt the *Other* shall not have the rights or obligations set out in these clauses:

(a) Z7 Parent Company Guarantee

(b) Z8 Performance Management

(c) Z9 Framework Management

(d) Z10 Quality Assurance

(e) Z15 Termination and Suspension

(f) Z20 Publicity, Media and Official Enquiries

(g) Z27 Financial Information and Audit

(h) Z28 *Delivery Partner* Development

(i) Z29 Assignment and Novation

(j) Z30 Prevention of Bribery and Corruption

(k) Z31 Equality and non-discrimination

(l) Z35 Variation

(m) Z39 No Guarantee of Work

(n) Z40 Income Tax and National Insurance Contributions

(o) Z42 Mandatory Security and vetting procedures for Staff with access to the *Client*'s IT systems

(p) Z48.2 and Z48.3 of Use of the Framework Agreement by *Others*.

Z48.2 In order to use this Framework Agreement the *Other* must have entered into a User Agreement with the *Client*. The *Delivery Partner* warrants that it will only enter into a Work Order or Time Charge Order with *Others* that can demonstrate that they have entered into a User Agreement with the *Client*. See Schedule 3 for further information.

Z48.3 The *Delivery Partner* warrants that it will not agree to any changes to the terms of the Framework Agreement or mandatory terms in the Work Order or Time Charge Order templates proposed by any *Others* unless the *Client* has provided its consent to such amendments and such consent is evidenced in writing.

Compliance with Laws: Z49

Z49.1 The *Delivery Partner* shall ensure that it and its sub-contractors comply with all Laws in performing its obligations under the Framework Agreement, any Work Order or Time Charge Order (including the Modern Slavery Act, Equality, Diversity and Inclusion Acts, and public procurement policy notes for Apprenticeship & Skill Development, Steel, Timber etc. referenced in the schedules of this Framework Agreement and Data Protection Legislation).

EXECUTED AS A DEED on the date which first appears in this Agreement.

Executed as a deed by the Environment Agency, acting by:

…… (name)

…… (position)

……

(signature)

In the presence of:

……(signature of witness)

…….. (name of witness)

……..

…….. (address of witness)

Executed as deed by [ ] acting by [ ] a director, and [ ], [a director OR its secretary]

……

[SIGNATURE OF FIRST DIRECTOR]

Director

……

[SIGNATURE OF SECOND DIRECTOR OR SECRETARY]

Director OR Secretary

OR

Executed as deed by [redacted] acting by [redacted] a director, in the presence of:

[redacted] ……(signature of witness)

[redacted] (name of witness)

……..

[redacted] (address of witness)

[redacted]

Framework Schedules

Concerning the

Environment Agency

2024 Property Flood Resilience Framework

Version 1

Dated: [17/07/2023]

TABLE OF CONTENTS

SCHEDULE 1: SCOPE OF SERVICES

1.0 OVERVIEW

1.1 The Environment Agency and Others, as defined in Z1.14, may provide property flood resilience to reduce flood risk. This Schedule sets out the scope of services and deliverables that may be required by the *Delivery Partner* under this Framework Agreement to support the *Client* in that role.

1.2 The *Clients* objective is to improve the flood resilience of a property and its owner and/or tenant. This is done by:

1.2.1 confirming the properties eligibility and suitability for property flood resilience;

1.2.2 identifying appropriate interventions to reduce the amount of water entering the property (resistance) or to limit the damage caused if water does enter the property (recoverability);

1.2.3 recommending interventions that should be taken by the owner and/or tenant to prepare for flooding (preparedness);

1.2.4 installing resistance products, and where required recoverability interventions, that meet or exceed the standards of the Minimum Technical Requirements for property flood resilience; and,

1.2.5 training the owner and/or tenant in the operation and maintenance requirements of the solution to ensure they are prepared for future flooding.

1.2.6 Collectively, the property flood resilience solution will provide the property owner and/or tenant with the tools to prepare and build back better after a flood.

1.3 The Framework Agreement is managed across six (6) Integrated Delivery Team Areas to support local delivery and collaborative working. National Call-offs are permitted in exceptional circumstances, see Schedule 2.

1.4 The structure of the Lots associated with this Framework Agreement is summarised in Table 1-1.

Table 1-1: Summary of Framework Agreement Lot structure

Lot	Summary
Lot 1: Survey, Options & Quality Assurance	Confirm eligibility & suitability of property flood resilience as a solution to reducing flood risk. Identify options for a full solution, incorporating resistance, recoverability and preparedness (outline design). Provide assurance of the final solution including its commissioning and handover.

Lot	Summary
Lot 2: Detailed Design and Construction	Confirm preferred resistance measures with all parties, where possible maintaining passive design. Complete detailed design & construction. Carry out post installation testing, where required, and handover processes with the end user – empowering them to operate and maintain their solution and build back better.

1.5 Detailed information on the scope of services for this Framework Agreement can be found within Section 6.0 of this Schedule.

2.0 DELIVERY PARTNER DUTIES

2.1 The *Delivery Partner* provides resources of the required competency, capability, capacity, leadership and experience to deliver the services and deliverables. These will be in accordance with the requirements of the Framework Agreement and the details specified in specific Call-off Contracts. See Schedules 6 and 9 for further information.

2.2 The services required to be provided by the *Delivery Partner* are described in the Framework Agreement. These services fulfil the requirements of the Code of Practice for Property Flood Resilience Standards 1 to 5, see Table 1-2.

2.3 Table 1-4 and Table 1-5 identify the required services, and the phase in the Code of Practice for Property Flood Resilience at which the services may be required. This list is not exhaustive, and details of the service requirements are provided in the Call-off Contract Scope.

2.4 Where requested, the *Delivery Partner* supports the *Client* to achieve their objectives where within the scope of the Framework Agreement.

3.0 CLIENT DUTIES

3.1 The *Client* shares available information on the Commercial Pipeline with the *Delivery Partner*, see Schedule 2. This may include Projects from Others.

3.2 The Client may commission the *Delivery Partner* to support delivery of flood risk management by providing Property Flood Resilience Services and activities outlined in Section 6.0.

4.0 CONSTRAINTS AND OTHER CONSIDERATIONS

4.1 Any constraints or other considerations that may impact the way in which the *Delivery Partner* provides the products, services and outputs outlined in Section 6.0 are provided in the Call-off Contract Scope.

4.2 This Framework Agreement has been designed using the principles set out in the Code of Practice for Property Flood Resilience, see Table 1-2

Table 1-2: Code of Practice for Property Flood Resilience

Document title	Link
Code of Practice for Property Flood Resilience (C790a)	Available online here: Code of Practice for Property Flood Resilience (C790a)
Guidance on the Code of Practice for Property Flood Resilience (C790b)	Available online here: Guidance on the Code of Practice for Property Flood Resilience (C790b)

5.0 STANDARDS OR GUIDANCE TO BE USED

5.1 The Client, Government and industry standards or guidance relevant to the services detailed in Section 6.0 are defined in each Schedule.

6.0 SCOPE OF SERVICES

6.1 The Framework Agreement allows for the delivery of property flood resilience services for properties of the Use Classes identified in Table 1-3, as defined in the Town and Country Planning Order 1987, as amended.

Table 1-3: Property Use classes within the scope of services

Use class	Detail
C	• C1 Hotels - Hotels, boarding and guest houses where no significant element of care is provided (excludes hostels) • C3 Dwellinghouses (all three parts)
E: Commercial, business and service	• E(a) Display or retail sale of goods, other than hot food • E(b) Sale of food and drink for consumption (mostly) on the premises • E(c) Provision of: o E(c)(i) Financial services, o E(c)(ii) Professional services (other than health or medical services), or o E(c)(iii) Other appropriate services in a commercial, business or service locality

6.2 For the purposes of Table 1-4, the specific *Delivery Partner* is distinguished as follows:

- Consultant: Lot 1 - Survey, Options and Quality Assurance; and,
- Contractor: Lot 2 - Detailed Design and Construction.

Table 1-4: Scope of services

Service provision	Skill/activity	Lot 1	Lot 2	Ref
Framework management and supporting delivery of framework objectives	Collaborative approach to Framework management, as set out in Schedule 6. NB: Activities included in rates and not subject to Call-off Contract.	✓	✓	Schedule 6
Programme management	Support the Integrated Delivery Management Team in its development of the programme and workflow plan. NB: Activities included in rates and not subject to Call-off Contract.	✓	✓	Schedule 2
Project management	Deliver property flood resilience Call-off Contracts in accordance with NEC4.	✓	✓	Schedule 9
Communication and engagement	Engage with property owners and/or tenants as well as the *Client*, *Consultant*, *Contractor,* and other parties to deliver property flood resilience in accordance with the Property Flood Resilience Minimum Technical Requirement.	✓	✓	Schedule 15
Support development of improvements	Participate in task and finish groups in response to lessons learned including innovation.	✓	✓	Schedule 6
Hazard assessment	Determine how flooding might threaten the property and confirm the eligibility of the property for the delivery of property flood resilience, based on the criteria defined by the *Client,* and in accordance with the Property Flood Resilience Minimum Technical Requirement.	✓		Code of Practice: Standard 1
Property survey	Determine the suitability of the property for the delivery of interventions in accordance with the	✓		Code of Practice: Standard 2

Service provision	Skill/activity	Lot 1	Lot 2	Ref
	Property Flood Resilience Minimum Technical Requirement.			
Options Development Summary	Identify available options, including indicative costs, based on the outputs of the Property Survey Report, and in accordance with the Property Flood Resilience Minimum Technical Requirement.	✓		Code of Practice: Standard 3
Option Development Summary Agreement	Confirm the preferred option following collaboration with the property owner and/or tenant and the *Client,* and in accordance with the Property Flood Resilience Minimum Technical Requirement.		✓	Code of Practice: Standard 3
Planning consent	Support the development of required documentation for submission together with the production of all necessary associated products.		✓	Code of Practice: Standard 3
Property Flood Resilience Specification	Carry out detailed design of the preferred solution in accordance with the Option Development Summary Agreement and Property Flood Resilience Minimum Technical Requirement.		✓	Code of Practice: Standard 3
Minor ground investigations	Verification of ground conditions may be required as part of the detailed design process, for example by using trial pits.		✓	Code of Practice: Standard 3
Structural surveys	Structural surveys may be required as part of the detailed design process, in accordance with the Property Flood Resilience Minimum Technical Requirement.		✓	Code of Practice: Standard 3
Contract Scope	Prepare a Contract Scope in accordance with Property Flood Resilience Specification and Property Flood Resilience Minimum Technical Requirement.		✓	Code of Practice: Standard 4
Contract Scope Written Summary	Prepare a Contract Scope Written Summary, for the homeowner, in accordance with Property Flood		✓	Code of Practice:

Service provision	Skill/activity	Lot 1	Lot 2	Ref
	Resilience Specification and Property Flood Resilience Minimum Technical Requirement (to include appended *Client* Legal agreement).			Standard 4
Minor civil engineering construction	Interventions may require minor civil engineering construction.		✓	Code of Practice: Standard 4
Disability Discrimination Act compliance	Interventions may require Disability Discrimination Act compliance to ensure safe and free access for the homeowner.		✓	Code of Practice: Standard 4
Mechanical Electrical Instrumentation Control and Automation works	Interventions may require minor Mechanical Electrical Instrumentation Control and Automation works.		✓	Code of Practice: Standard 4
Gas safety certification	Identify properties requiring gas safety certification following detailed design of the Solution and obtain certification.		✓	Code of Practice: Standard 4
Heating Equipment Testing and Approval Scheme certification	Identify properties requiring Heating Equipment Testing and Approval Scheme certification following detailed design of the Solution and obtain certification.		✓	Code of Practice: Standard 4
Property Flood Resilience installation	Install resistance and recoverability interventions as per the Property Flood Resilience Specification and Property Flood Resilience Minimum Technical Requirement.		✓	Code of Practice: Standard 4
Building Regulation certification	Identify properties requiring Building Regulation certification following detailed design of the Solution and obtain certification.		✓	Code of Practice: Standard 4
Electrical certification	Identify properties requiring electrical certification following detailed design of the Solution and obtain certification.		✓	Code of Practice: Standard 4

Service provision	Skill/activity	Lot 1	Lot 2	Ref
Construction and installation assurance	Collaborate to ensure the installation of the solution has been carried out to the appropriate standard, in accordance with the Property Flood Resilience Specification and Property Flood Resilience Minimum Technical Requirement.	✓	✓	Code of Practice: Standard 5
Post installation testing	Post installation testing of flood resistant doorsets and barriers, in accordance with the Property Flood Resilience Minimum Technical Requirement.	✓	✓	Code of Practice: Standard 5
Post Installation Flood Risk Report (PIFRR)	Develop and publish a Post Installation Flood Risk Report for the property owner and/or tenant in line with the Minimum Technical Requirement.	✓		Code of Practice: Standard 5
Handover Pack	Develop and publish a Handover Pack for the property owner and/or tenant in line with the Minimum Technical Requirement.		✓	Code of Practice: Standard 5
Handover assurance	Collaborate to ensure that the property owner and/or tenant has the information and training required to maintain and operate the solution, in accordance with the Property Flood Resilience Minimum Technical Requirement.	✓	✓	Code of Practice: Standard 5
Project closure and scheme assurance	Complete all project closure activities in line with Schedule 9.	✓	✓	Schedule 9

6.3 Details of the types of services which may be required from the Consultant in the event of an incident are contained in Table 1-5. Further information is provided within the Property Flood Resilience Minimum Technical Requirement, see Schedule 12.

Table 1-5: Incident Management Services

	Service provision								
Service provision	**Assess**	**Anticipate**	**Plan**	**Prepare**	**Respond**	**Recover**	**Lot 1**	**Lot 2**	**Ref**
Property flood resilience effectiveness survey. Engage with the local delivery team and community to develop a lesson learnt report on the effectiveness of Property Flood Resilience and Community Resilience, in accordance with the Property Flood Resilience Minimum Technical Requirement.						✓	✓		Schedule 12

SCHEDULE 2: PROGRAMME MANAGEMENT AND WORKFLOW

1.0 OVERVIEW

1.1 The Environment Agency and Others, as defined in Z1.14, may provide property flood resilience to reduce flood risk. This Schedule sets out the scope of services and deliverables that may be required by the *Delivery Partner* under this Framework Agreement to support the Client in that role.

1.2 The purpose of this Schedule is to set out how work is allocated under this Framework Agreement including:

1.2.1 the organisational model - Integrated Delivery Team Areas;

1.2.2 use of the Framework Agreement by devolved nations and Others, as defined in Z1.14;

1.2.3 the contract strategy; and,

1.2.4 getting into contract for each Call-off Contract, including the use of competitive tender.

1.3 Contract management in relation to individual Call-off Contracts under this Framework Agreement is covered in Schedule 9.

2.0 DELIVERY PARTNER DUTIES

2.1 The *Delivery Partner* supports the *Client* to achieve their objectives as set out in Schedule 1. *Client* requests may be Called-Off under the Framework Agreement and include the following activities:

2.1.1 delivering contracts Called-Off under the Framework Agreement through best value approaches;

2.1.2 working collaboratively with the *Client* and managing their Projects and programmes, to aid delivery of the Commercial Pipeline;

2.1.3 where commissioned, provide relevant input into the development of early Project information as requested by the *Client*; and,

2.1.4 providing relevant input to support programme and project management processes.

2.2 **Upon commencement of the Framework**, the *Delivery Partner* shall collaborate with the *Client* to develop and agree the Integrated Delivery Team Property Flood Resilience Sub-Programme.

2.3 **Each month**, on the anniversary of the framework commencement, the *Delivery Partner* shall contribute to the update of the Integrated Delivery Team Area Property Flood Resilience Sub-Programme including provision of evidence to support decision making.

2.4 **Each year**, on the anniversary of the framework commencement, the *Delivery Partner* shall collaborate with the *Client* to develop and agree the Integrated Delivery Team Property Flood Resilience Sub-Programme.

3.0 CLIENT DUTIES

3.1 The Client shall:

3.1.1 develop and maintain a Commercial Pipeline and share relevant information with the *Delivery Partner*. The Commercial Pipeline may include Projects led by Others;

3.1.2 work with Others, where their preferred procurement route is this Framework Agreement, to ensure they have access to all documentation; and,

3.1.3 maintain an up to date register of signed User Agreements and share this information with the *Delivery Partner*.

3.2 **Upon commencement of the Framework**, the *Client* shall collaborate with the *Delivery Partner* to develop and agree the Integrated Delivery Team Area Property Flood Resilience Sub-Programme.

3.3 **Each month**, on the anniversary of the framework commencement, the *Client* shall update and agree the Integrated Delivery Team Area Property Flood Resilience Sub-Programme with support from the *Delivery Partner*.

3.4 **Each year**, on the anniversary of the framework commencement, the Client shall collaborate with the *Delivery Partner* to develop and agree the Integrated Delivery Team Property Flood Resilience Sub-Programme.

4.0 CONSTRAINTS AND OTHER CONSIDERATIONS

4.1 Commercial Pipeline and property flood resilience Sub-Programme

4.1.1 Property flood resilience projects are identified as part of the governments investment programme to reduce flood and coastal erosion in England. This six (6) year programme (Commercial Pipeline) is managed by the Environment Agency and is reviewed regularly.

4.1.2 When developing the Commercial Pipeline, the Client follows His Majesty's Treasury 5 case business model, see Table 2-5.

4.1.3 Further information on the investment journey is available in Table 2-5.

4.1.4 A significant proportion of the *Clients* property flood resilience Commercial Pipeline comes from Others. The *Client* maintains an up to date register of signed User Agreements, enabling Others to utilise this Framework Agreement, see Schedule 3.

4.1.5 The *Client* reserves the right to amend the Commercial Pipeline to ensure the *Clients* national objectives are met. Any changes made by the *Client* may impact the

workflow of the *Delivery Partner* and there is no consideration of consequential losses associated with this decision.

4.1.6 To support local delivery of the Commercial Pipeline, each Integrated Delivery Team Area shall develop a property flood resilience Sub-Programme.

4.1.7 The Sub-Programme shall identify what is in the current programme, progress status, and future programme. The Sub-Programme shall be used to inform work allocation, see Section 4.3.

4.2 Contract Strategy

Project stage	Services and works	Situation of use
Lot 1: Survey, Options & Quality Assurance	NEC4 Professional Services Contract (PSC) Option A, C and E.	
Lot 2: Detailed Design and Construction	NEC4 Engineering and Construction Short Contract (ECSC) Option A	When no sectional completion is required (no packaging of either multiple PFR schemes OR delivery of multiple batches of properties within a scheme which have the same completion date).
	NEC4 Engineering and Construction Contract (ECC) Option A, C and E	When sectional completion is required and when there is packaging of work. An ECC Project Manager is available to administer the contract.

4.3 Work Allocation

4.3.1 The *Client* does not guarantee any work under this Framework Agreement. There is no upper or lower limit of work for the *Delivery Partner*.

4.3.2 The *Client* will issue all Call-off Contracts over the value of £50,000 through its eSourcing system.

4.3.3 This Framework Agreement is delivered through a regional organisation model, aligned to the *Clients* six (6) Integrated Delivery Team Areas, see Annex 2-1.

4.3.4 Each Integrated Delivery Team Area has its own Lot 1 and Lot 2 *Delivery Partner* and respective Reserve *Delivery Partner*, see Table 2-1.

Table 2-1: PFR Framework Delivery Partners

Integrated Team Area	Delivery	Lot 1	Lot 2
Northeast	Primary	[redacted]	
	Reserve		
Northwest	Primary		

Integrated Team Area	Delivery	Lot 1	Lot 2
	Reserve	[redacted]	
Midlands	Primary		
	Reserve		
Eastern	Primary		
	Reserve		
Southeast	Primary		
	Reserve		
Southwest	Primary		
	Reserve		

4.3.5 Call-off Contracts under this Framework Agreement shall be awarded directly to the Primary *Delivery Partner* where:

a) the *Delivery Partner* has the resource and capacity to undertake the scope of services within the timescales required and in line with the relevant Integrated Delivery Team Property Flood Resilience Sub-Programme; and,

b) the *Delivery Partner* can offer value for money by pricing works through the agreed Pricing Workbook.

4.3.6 The *Client* reserves the right to competitively tender Call-off Contracts or to direct award to the Reserve *Delivery Partner*, as per Section 4.5.1 and Section 4.6.1.

4.4 Work allocation: devolved nations and Others

4.4.1 Where Call-Off Contracts are required within a devolved nation (Wales, Northern Ireland and Scotland), works shall be competitively tendered across as per Section 4.6.2.

4.4.2 Where Call-off Contracts are required for Others within England, works will be allocated to the Integrated Delivery Team Area if their operational areas align. Where operational areas do not align:

a) works can be allocated to an Integrated Delivery Team Area where more than 60% of their operational area falls within one Integrated Delivery Team Area; OR

b) works shall be competitively tendered across the relevant Integrated Delivery Team Hubs as per Section 4.6.1.

4.5 Direct award to Reserve *Delivery Partner* criteria

4.5.1 The *Client* or Others reserves the right to direct award to the Reserve *Delivery Partner* in each Integrated Delivery Team Hubs where:

a) the Primary *Delivery Partner* has insufficient capacity to deliver a Call-off Contract

b) the Primary *Delivery Partner* is unable to agree pricing for a Call-off Contract.

c) the Primary *Delivery Partner* is unable to agree the Scope for a Call-off Contract;

d) the Primary *Delivery Partner* has been suspended under the Underperformance Management Process, as set out in Schedule 8;

4.5.2 A Reserve *Delivery Partner* shall not be instructed without prior written approval from the Client Framework Manager.

4.6 Competitive tender criteria

4.6.1 The *Client* or Others reserves the right to competitively tender across relevant Integrated Delivery Hubs where:

a) the Primary *Delivery Partner* has insufficient capacity to deliver a Call-off Contract

b) the Primary *Delivery Partner* is unable to agree pricing for a Call-off Contract.

c) the Primary *Delivery Partner* is unable to agree the Scope for a Call-off Contract;

d) the Primary *Delivery Partner* has been suspended under the Underperformance Management Process, as set out in Schedule 8;

e) commercial properties are identified within the scope, in accordance with Schedule 1, and are likely to require solutions not identified within the Framework Pricing Workbook;

f) resilience is required during the transition period to a Reserve *Delivery Partner* following the termination or business failure of an Integrated Delivery Team Areas Primary *Delivery Partner*.

4.6.2 Where Others Call-off Contract within a devolved nation (Wales, Northern Ireland and Scotland), they shall invite all *Primary Delivery Partners* and *Reserve Delivery Partners* to competitively tender for that Call-off Contract.

4.7 Competitive tender: Evaluation approach

4.7.1 Where the *Client* or Others chooses to competitively tender work, as per Section 4.6, they shall apply Award Criteria and weightings to the compliant tenders. Examples are provided in Table 2-2.

4.7.2 Tenders will be assessed using a consistent evaluation methodology, see Table 2-3.

4.7.3 The *Client* or Others shall determine any sub-criteria and their respective weightings prior to inviting tenders.

Table 2-2: Competitive tender Award Criteria - example

Evaluation criteria	Criteria weighting	Sub-criteria (quality)	Sub criteria weighting
Quality	Quality 40% (this can be modified by the *Client* or Others within the limits of 25% to 50%).	Methodology Staff Sustainability Health & Safety Social value Programme Other	To be set by *Client* or Others
Price	Price 60% (this can be modified by the *Client* or Others within the limits of 50% to 75%).	Price evaluation	To be set by *Client* or Others

Table 2-3: Evaluation methodology

Descriptor	Score	Definition
Very good	100	Addresses all the Authority's requirements with all the relevant supporting information set out in the Bidder Pack. There are no weaknesses and therefore the tender response gives the Authority complete confidence that all the requirements will be met to a high standard.
Good	75	Addresses all the Authority's requirements with all the relevant supporting information set out in the Bidder Pack. The response contains minor weaknesses and therefore the tender response gives the Authority confidence that all the requirements will be met to a good standard.
Moderate	50	Addresses most of the requirements with most of the relevant supporting information set out in the Bidder Pack. The response contains moderate weaknesses and therefore the tender response gives the Authority confidence that most of the requirements will be met to a suitable standard.
Weak	25	Substantially addresses the requirements but not all and provides supporting information that is of limited or no relevance or a methodology containing significant

Descriptor	Score	Definition
		weaknesses and therefore raises concerns for the Authority that the requirements may not all be met.
Unacceptable	0	No response or provides a response that gives the Authority no confidence that the requirement will be met.

4.7.4 Scores for each sub-criteria should be recorded by each assessor and moderated prior to calculating the overall score. The moderated scores shall be weighted, and the overall score calculated. See Table 2-4 for an example.

Table 2-4: Moderated scoring example

Evaluation criteria	Sub criteria	Sub-criteria weighting	Score out of 100	Weighted score
Quality	Methodology	xx%	<score>	score> x weighting
	Staff	xx%	<score>	score> x weighting
	Sustainability	xx%	<score>	score> x weighting
	Health & Safety	xx%	<score>	score> x weighting
	Social value	xx%	<score>	score> x weighting
	Programme	xx%	<score>	score> x weighting
Price		xx%	<score>	score> x weighting
Total		100%	<score>	<sum of score>

4.7.5 Scoring will be concluded following the review of bids and any necessary tender clarification meetings. The latter will be held to provide the opportunity to clarify aspects of the bid that the *Client* (or Others) believes to be either ambiguous or which appear to fall below the minimum threshold.

4.7.6 Minimum quality threshold scores should be applied to each evaluation sub-criteria. These must be in line with the criteria set out in Table 2-2.

4.7.7 If this score falls below the minimum quality threshold, the response will be deemed non-compliant, and the tendered bid will be disqualified for failing to meet minimum requirements.

4.7.8 If the *Client* or Others decides to source its requirements under any Lot(s) within this Framework Agreement, then it will award its requirements in accordance with the Section 3.7 and the requirements of the Public Contract Regulations 2015 (as amended) and any guidance under the Public Contract Regulations.

4.7.9 The *Client* (or Others) shall apply the Award Criteria and weightings for the most economically advantageous tender ("MEAT") to the *Delivery Partners'* compliant tender' as per Table 2-2

4.8 Competitive tender process

4.8.1 Where required, the *Client* shall:

a) develop its requirements for a Call-off Contract, including terms and conditions, in accordance with the Public Contract Regulations and this Framework Agreement;

b) use Call-off Contract templates provided as part of this Framework Agreement, see Table 2-5. No changes shall be made to these templates without prior written agreement from the *Client* Framework Manager.

c) follow the Public Contract Regulations and any guidance to the Public Contract Regulations when conducting a Call-Off competition for its requirements and in particular:

i. invite all *Delivery Partners* (within the same Lot) who can meet the *Client's* (or Others') requirements to submit a tender via an Expression of Interest (only when a competitive tender is being undertaken), that sets out clearly how it will meet the *Client* (or Others) requirements and the contract price that will apply, for each specific Call-off Contract to be awarded;

ii. ensure the *Delivery Partners* are issued with all completed Call-Off terms for the specific Call-Off (along with details for the *Delivery Partners* to complete);

iii. by giving notice via its electronic tendering system, to the designated contact for each of the *Delivery Partners* under the Lot;

iv. set a time limit for the return of tender responses by the *Delivery Partne*r which considers factors such as the complexity of the subject matter of the Call-off Contract and the time needed to *Delivery Partner*; and,

v. keep each tender confidential until the time limit set out in above paragraph has expired.

d) apply the Award Criteria set out in Table 2-2 to the *Delivery Partner* compliant tenders submitted through the competition as the basis of its decision to award a Call-off Contract for its requirements.

4.8.2 The *Delivery Partner* shall complete Call-Off Terms and provided such other information, documents and perform such actions as required by the *Client* (or Others).

4.8.3 The *Delivery Partner* agrees that any tender submitted by the *Delivery Partner* shall remain open for acceptance for 180 calendar days (or such other period specified in the Call-off Contract issued by the *Client*).

4.9 Contract Pricing Requirements

4.9.1 The *Delivery Partner* is required to provide all pricing information requested within the Pricing Workbook relevant to each Call-off Contract.

4.9.2 The *Delivery Partner* shall honour all Framework Pricing Workbook rate when used on Call-off Contracts. Where the *Delivery Partner* is unable to honour any rates within the agreed Framework Pricing Workbook, the *Client* reserves the right to direct award to the Reserve *Delivery Partner* or go to competitive tender as per Section 4.5.2;

4.9.3 All rates submitted within the Framework Pricing Workbook shall be viewed as the maximum price that can be charged for that item or service.

4.9.4 *Delivery Partners* have the option of offering reductions in pricing on each individual Call-off Contract.

4.9.5 Where Call-off Contracts are being delivered in batches, the Discounted Prices (per unit) for 10, 20 or 30 items (as per the Framework Pricing Workbook), shall be used by the *Delivery Partner*.

4.9.6 The Call-off Contracts price is offered by the *Delivery Partner* to the *Client* for acceptance.

4.9.7 The *Client* will assess whether the offered price represents value for money.

4.9.8 All rates tendered in the PFR2024 Pricing Workbooks are to be inclusive of all fees. Delivery partners will not be allowed to apply additional fees when pricing according to the workbook. The separate Delivery Partner Fee is a percentage fee that may be applied to items that in the lifetime of the Framework may fall outside the described items in the PFR2024 Pricing Workbooks.

4.9.9 The Delivery Partner Fee is not factored into the Commercial evaluation. The authority reserves the right not to accept the proposed Delivery Partner Fee when awarding places on the Framework, if the authority is of the opinion that the proposed Delivery Partner Fee is disproportionately and unreasonably high. In those instances, the bidder will still be awarded a place on the Framework as per the Commercial evaluation, but if a proportionate and reasonable Delivery Partner Fee cannot be agreed, the authority reserves the right to award the ‘off-workbook’ activity to the Reserve Delivery Partner or via a competitive tender. This would only apply to off-workbook activity.

4.9.10 If the Delivery Partner Fee is accepted, it will be fixed for the duration of the Framework. Indices applied to rates in the PFR2024 Pricing Workbooks will not be applied to the Delivery Partner Fee. Where Framework rates for a labour resource, piece of equipment or work item has not been agreed, Delivery Partners will be expected to demonstrate how they have built up the submitted price from their costs

and disclosed Delivery Partner Fee percentage. The Delivery Partner Fee will not be applied to any work or rates that were included in the PFR2024 Pricing Workbooks.

4.9.11 The Delivery Partner Fee will also apply in the pricing of compensation events where any items do not have an agreed Framework rate. Delivery Partners will be expected to demonstrate how they have built up the submitted price for the compensation event from their costs and disclosed Delivery Partner Fee percentage.

4.10 Contract Award

4.10.1 The *Client* shall issue the Call-Off Contact Award Letter to the successful *Delivery Partner* via the electronic tendering system, see our e-sourcing portal.

4.10.2 The *Client* and successful *Delivery Partner* shall sign the agreed Call-off Contract data and issue via the *Clients* electronic tendering system.

4.10.3 The *Client* shall provide written feedback within four (4) weeks to unsuccessful *Delivery Partners*, see Table 2-5, via the *Clients* electronic tendering system.

4.10.4 Any Works undertaken prior to the signing of an appropriate contract mentioned in Section 4.2 are done so at the *Delivery Partners* risk and the *Client* makes no guarantee of payment for these Works.

5.0 STANDARDS OR GUIDANCE TO BE USED

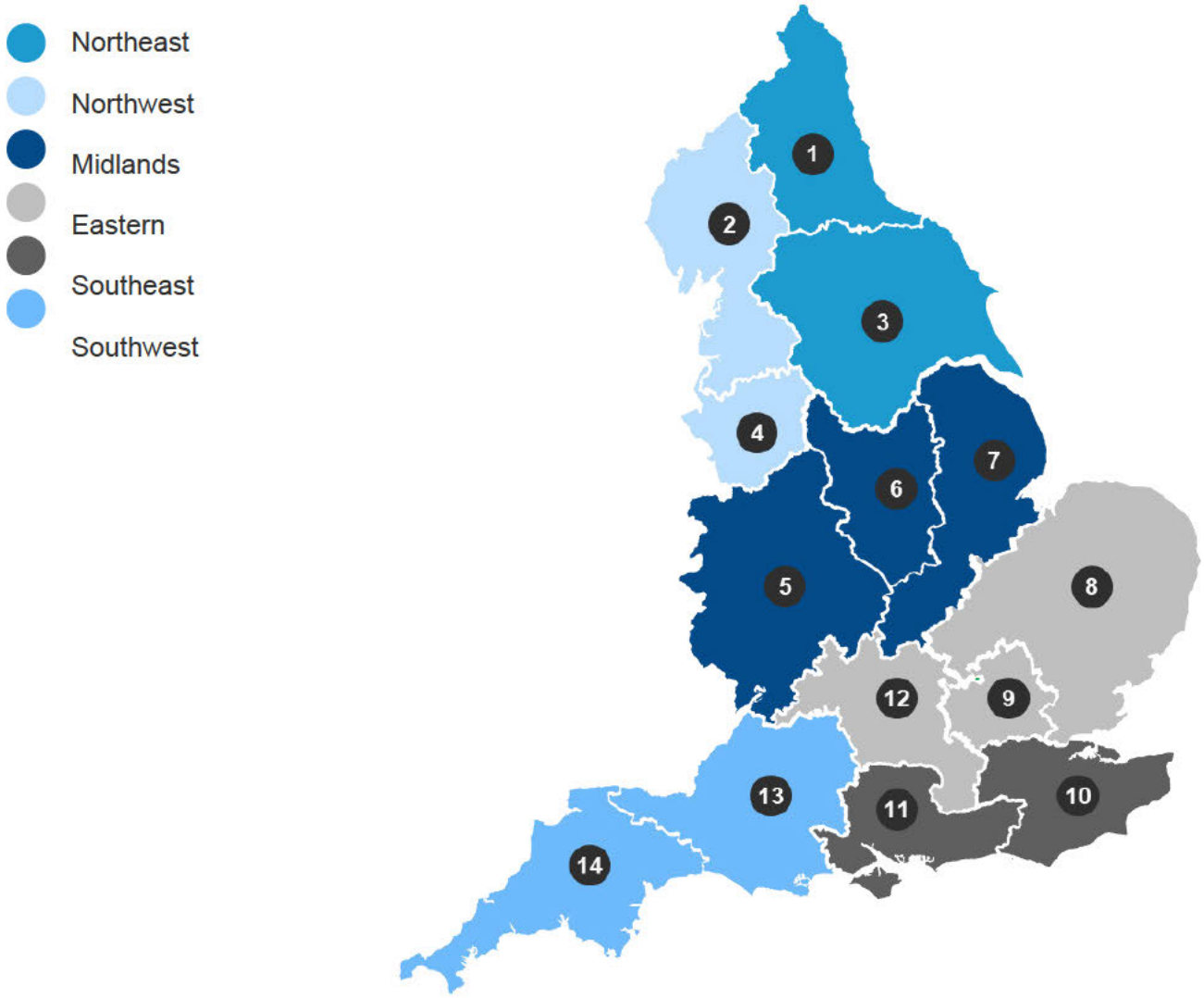
5.1 The *Client* and the *Delivery Partner* deliver the services detailed in this Schedule in line with the Client's, Government's and industry's standards or guidance set out in Table 2-5.

Table 2-5: Standards or guidance to be used

Document title	Link
The Green Book (2022)	Available online here: GOV.UK
His Majesty's Treasury: Guide to developing the project business case	Available online here: GOV.UK
Investment Journey	Available here: SharePoint
Expression of interest template: Lot 1	Available here: SharePoint
Expression of interest template: Lot 2	Available here: SharePoint
ECC Scoping template	Available here: SharePoint
PSC Scoping template	Available here: SharePoint
PSC Contract template: Lot 1	Available here: SharePoint
ECSC Contract template: Lot 2	Available here: SharePoint

Document title	Link
ECC Contract template: Lot 2	Available here: SharePoint
Call-off Contract response template: Lot 1	Available here: SharePoint
Call-off Contract response template: Lot 2	Available here: SharePoint
Call-Off Pricing Workbook: Lot 1	Available here: SharePoint
Call-Off Pricing Workbook: Lot 2	Available here: SharePoint
Award letter template	Available here: SharePoint
Non-award letter template	Available here: SharePoint

ANNEX 2-1: INTEGRATED DELIVERY TEAM HUBS



Environment Agency Areas

1. Northeast
2. Cumbria and Lancashire
3. Yorkshire
4. Greater Manchester Merseyside and Cheshire
5. West Midlands
6. East Midlands
7. East Anglia
8. Hertfordshire and North London
9. Kent, South London and East Sussex
10. Solent and South Downs
11. Thames
12. Wessex

SCHEDULE 3: USE OF THE FRAMEWORK BY OTHERS

1.0 OVERVIEW

1.1 This Schedule sets out the *Client's* requirements for working with other public sector bodies. These bodies are referred to as Others, as defined in Z1.14.

1.2 A significant proportion of the *Clients* property flood resilience Commercial Pipeline, see Schedule 2, comes from Others. Consequently, they make an important contribution to delivering the *Client's* organisational objectives.

1.3 The decision for Framework Agreement involvement in project delivery belongs to the Others and the *Client*.

2.0 DELIVERY PARTNER DUTIES

2.1 The *Client* has defined the services that can be provided to Others under this Framework Agreement in Schedule 1.

2.2 **Each quarter,** on the anniversary of the framework commencement, the *Delivery Partner* shall:

2.2.1 provide, to the *Client*, Call-off Contract summary data as per template, see Table 3-1;

2.2.2 complete a satisfaction survey for each live Call-off Contract, see Schedule 9; and,

2.2.3 for each live Call-off Contract, formally request that Others complete a satisfaction survey.

2.3 The *Delivery Partner* supports the *Client* in proactively encouraging Others, through their own regular liaison with these organisations, to use this Framework Agreement to support delivery of their Projects.

2.4 The *Delivery Partner* proactively promotes the frameworks capability, skills, services, and resource, in line with the *Clients* Annual Property Flood Resilience Communication and Engagement Plan, see Schedule 15.

3.0 CLIENT DUTIES

3.1 The *Client* shall proactively market the frameworks capability, skills, services, and resources, in line with the Client's Annual Property Flood Resilience Communication and Engagement Plan, see Schedule 15.

3.2 The *Client* drafts User Agreements and obtains required signatories to enable the services of this Framework Agreement to be called-off, see Table 3-1. All User Agreements shall be stored securely, in accordance with Schedule 14.

3.3 The *Client* maintains an up to date register of signed User Agreements and shares this information with the *Delivery Partner*. This register shall be stored securely, in accordance with Schedule 14.

3.4 The *Client* collaborates with Others, where Framework Agreement involvement has been confirmed, to ensure their requirements are reflected in the Integrated Delivery Team Area Property Flood Resilience Sub-Programme, see Schedule 2.

3.5 The *Client* will develop and maintain a forum to support Others who have signed the frameworks User Agreement, see Schedule 6.

4.0 CONSTRAINTS AND OTHER CONSIDERATIONS

4.1 The conditions of contract shall not be amended unless agreed in writing with the Client Framework Manager.

4.2 No Works shall commence until the *Client* has confirmed that all parties have signed the User Agreement. Any works or services undertaken without a written instruction confirming the User Agreement has been signed from the *Client* shall be at the Others risk.

5.0 STANDARDS AND GUIDANCE TO BE USED

5.1 The *Client* and *Delivery Partner* deliver the services detailed in this Schedule in line with the Client, Government and industry standards or guidance set out in Table 3-1.

Table 3-1: Standards or guidance to be used

Document title	Link
User Agreement	Available upon Framework commencement
Call-off Contract summary data template	Available online here: Call-off Contract summary data template

SCHEDULE 4: SAFETY, HEALTH, ENVIRONMENT AND WELLBEING

1.0 OVERVIEW

1.1 This Schedule sets out the requirements for Safety, Health, Environment and Wellbeing (SHEW) for all Call-off Contracts delivered through this Framework Agreement.

1.2 The *Client* and *Delivery Partner* act on the belief that all harm can be prevented, and that working as part of an Environment Agency framework improves safety, health, environment and wellbeing.

1.3 The *Clients'* requirements for Safety, Health, Environment and Wellbeing for all design and construction work are set out in the Client's Safety, Health, Environment and Wellbeing Code of Practice, see Table 4-1.

2.0 DELIVERY PARTNER DUTIES

2.1 The *Delivery Partner* and their supply chain shall comply with the requirements set out in the *Clients* SHEW Code of Practice for the works and/or services it relates too.

2.2 The *Delivery Partner* shall:

2.2.1 ensure that the *Clients'* requirements specified in the SHEW Code of Practice are effectively communicated to their supply chain and are wholly responsible for ensuring compliance by their supply chain and held accountable for failure to meet the agreed requirements;

2.2.2 ensures that all staff, regardless of role working on the Framework Agreement are appropriately aware of trained and competent to deliver the safety, health, environment and wellbeing requirements set out in this Schedule together with the more specific requirements of the *Clients'* SHEW Code of Practice;

2.2.3 ensure that any updates to the *Clients'* SHEW Code of Practice are reflected in the works and/or services delivered;

2.2.4 bear their own costs arising from accident investigations and implementation of the performance hearing procedures and actions, see Schedule 8.

2.3 Where requested the *Delivery Partner* supports the *Client* to achieve their objectives within the Scope of the Framework Agreement, as set out in Schedule 1. The *Client* may Call-Off specific activities under the Framework Agreement including:

2.3.1 contribution to the review and revision of the SHEW Code of Practice; and,

2.3.2 participation in any Task and Finish Group required as part of the *Clients'* continuous improvement activities.

2.4 **Upon commencement of the Framework**, the *Delivery Partner* shall submit a Framework Safety, Health and Wellbeing Plan to the Client for review and acceptance.

2.5 **Within twelve (12) months of the Frameworks commencement**, the *Delivery Partner* shall hold an occupational health and safety System accredited to ISO 45001:2018 or equivalent and provide evidence to the *Client* for written approval.

2.6 **Each month**, on the anniversary of the framework commencement, the *Delivery Partner* shall contribute to continuously improving standards and share best practice across the Framework via participation in the Property Flood Resilience SHEW Community of Practice, facilitated by the *Client,* see Table 4-1.

2.7 **Table 4-1Each quarter**, on the anniversary of the framework commencement, the *Delivery Partner* shall provide an update to the *Client* on progress made against actions identified in the Framework Safety, Health and Wellbeing Plan.

2.8 **Each year, on the anniversary of the framework commencement**, the *Delivery Partner* shall:

2.8.1 update and submit their Framework Safety, Health and Wellbeing Plan to the Client for review and acceptance, and,

2.8.2 provide a copy of their ISO 45001:2018 certificate or equivalent evidence to the *Client* for written approval.

2.9 **Within six (6) weeks of any changes to the *Clients* SHEW Code of Practice**, the *Delivery Partner* will update their Framework SHEW Plan and submit it to the *Client* for acceptance.

3.0 CLIENT DUTIES

3.1 The *Client* shall:

3.1.1 maintain the SHEW Code of Practice and inform the *Delivery Partner* in writing of any changes;

3.1.2 maintain the Framework SHEW Plan guidance and inform the *Delivery Partner* in writing of any changes;

3.1.3 act as described within the SHEW Code of Practice;

3.1.4 share lessons, incident reports and other relevant safety, health, environment and wellbeing information outwardly; and,

3.1.5 work with the *Delivery Partner* in a collaborative commitment to safety, health, environment and wellbeing through:

a) active and visible leadership;

b) challenging the attitude that ‘incidents and work-related ill-health happen’ and targeting zero injuries;

c) embracing diversity in all its forms; and,

d) making personal commitments.

3.2 **Upon commencement of the Framework**, the *Client* shall ensure that the *Delivery Partner* has access to the safety, health, environment and wellbeing SharePoint site.

3.3 **Each month,** on the anniversary of the framework commencement, the *Client* shall facilitate the Property Flood Resilience SHEW Community of Practice, facilitated by the *Client*, see Schedule 6.

4.0 CONSTRAINTS AND OTHER CONSIDERATIONS

4.1 Not applicable.

5.0 STANDARDS OR GUIDANCE TO BE USED

5.1 The Client and the *Delivery Partner* deliver the services detailed in this Schedule in line with the Client's, Government's and industry's standards or guidance set out in Table 4-1.

Table 4-1: Standards or guidance to be used

Document title	Link
SHEW Code of Practice	Available online here: SHEW Code of Practice
Framework SHEW Plan guidance	Available online here: Framework SHEW Plan guidance

SCHEDULE 5: SUSTAINABILITY

1.0 OVERVIEW

1.1 The purpose of this Schedule is to set out the requirements for:

a) ensuring sustainability is embedded into all aspects of the Work and services provided;

b) the sustainability principles and outcomes to be adopted; and,

c) the leadership, planning, services, standards and skills expected.

1.2 This schedule has been developed to reflect the aspirations of the Clients sustainability policy and the commitment to reach net zero by 2030.

1.3 Responsibility for embedding sustainability in ways of working and delivering sustainable outcomes lies with all parties involved in this Framework Agreement.

2.0 DELIVERY PARTNER DUTIES

2.1 The *Delivery Partner* shall:

2.1.1 propose the lowest carbon and optimum solutions, products and services to meet or exceed the clients "Minimum Technical Requirements", see Schedule 12;

2.1.2 comply with the *Clients* policy on timber, for all permanent and temporary use, see Table 5-1;

2.1.3 comply with the *Clients* guidance on "use of plastics in construction", see Table 5-1;

2.1.4 comply with the *Clients* guidance on "options for sustainable travel", see Table 5-1;

2.1.5 provide a legally compliant disposal route for all products used in the delivery of all services under this Framework Agreement;

2.1.6 always adhere to the waste hierarchy, see Table 5-1, maximising re-use and recycling rates with zero waste to landfill; and,

2.1.7 consider and prioritise closed loop processes.

2.2 Equality, Diversity and Inclusion

2.2.1 The *Delivery Partner* shall support the *Client* to achieve its Public Sector Equality Duty by complying with the *Clients'* Equality, Diversity and Inclusion requirements including the Access for All Design Guidance, see Table 5-1.

2.2.2 This includes ensuring Projects and communications in relations to those services:

a) eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under the Equality Act 2010;

b) advance equality of opportunity between people who share a protected characteristic and those who do not; and,

c) foster good relations between people who share a protected characteristic and those who do not.

2.2.3 The *Delivery Partner* shall notify the *Client* immediately of any investigation of or proceedings against the *Delivery Partner*, whether under the Equality Act or any discrimination legislation which it replaces and repeals and cooperates fully and promptly with any investigation or proceedings.

2.2.4 In addition to its obligations under Clause 25 of the Equality Act, the *Delivery Partner* shall ensure that it complies with all other current employment legislation including, without limitation, the Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000 and the Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002.

2.3 Modern Slavery

2.3.1 The Client is committed to ensuring that workers employed within its supply chains are treated fairly, humanely and equitably. The Client expects its Delivery Partners to share this commitment and to ensure they are meeting International Labour Standards.

2.3.2 The *Delivery Partner* shall ensure that it and its sub-contractors and its supply chain:

a) comply with all applicable laws, statutes, regulations in force including but not limited to the provisions of the Modern Slavery Act 2015;

b) pay staff fair wages (and pays its staff in the UK not less than the Foundation Living Wage Rate); and,

2.3.3 The *Delivery Partner* shall operate a grievance procedure. The *Delivery Partner* shall keep a record of all grievances logged and action taken and shall make a copy available to the *Client* on request.

2.3.4 The *Delivery Partner* shall indemnify the *Client* against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against the Client, as a result of any breach of the Modern Slavery Act.

2.4 All obligations listed under Section 2.3 may be subject to audit by the *Client*.

2.5 **Upon commencement of the Framework**, the *Delivery Partner* shall:

2.5.1 sign up to the Supply Chain Sustainability School and provide evidence to the *Client* of their registration;

2.5.2 submit a "Carbon Reduction Plan" setting out how they will meet net zero carbon to the *Client* for review and written acceptance. The plan must be fully endorsed and approved at the most senior level in your organisation. This must be a science based target that aligns the reduction to limit warming to 1.5^{0}C. The target does not need to be specifically approved by the Science Based Target Initiative but does need to use their principles, guidelines, methods and scope for inclusion. In line with this, the *Delivery Partner* shall ensure that their scope covers 1, 2 and 3 emissions; and,

2.5.3 submit to the *Client* for review and acceptance, a baseline of carbon emissions and commit to reducing this year on year in line with the 5% target. The baseline submission must also include an explanation of the scope of operations the baseline covers and how it has been calculated.

2.6 **Within 90 calendar days of commencement of the Framework,** the *Delivery Partner* shall:

2.6.1 submit a Modern Slavery Report in the Supply Chain Due Diligence Report to the Client for review and acceptance. This Report shall identify the main risks of modern slavery, human trafficking, forced and bonded labour and human rights violations in its supply chain, highlighting the main products and countries involved and the steps to be taken to mitigate the risks in the short (three months), medium (1-2 years) and long term (3-4 years). This will include risks from business operations and within the supply chain. The report will highlight those that are relevant to work undertaken on the *Clients'* behalf;

2.6.2 appoint a nominated person to liaise with the *Client* to develop (if required) a Modern Slavery in the Supply Chain Action Plan in response to the outputs of the Modern Slavery in the Supply Chain Due Diligence Report; and,

2.6.3 share its Modern Slavery and Human Trafficking Statement, with the *Client*. If not required to report, the *Client* encourages the *Delivery Partner* to voluntarily produce and share a Modern Slavery Report and Human Trafficking Statement. The *Client* expects statements to contain all the information as outlined in the Modern Slavery Act 2015 Section 54 (a-f) as well as the *Delivery Partner* approach to grievance and remediation.

2.7 **Within six (6) months of the commencement of the Framework**, if required, the *Delivery Partner* shall submit a Modern Slavery Report in the Supply Chain Action Plan to the *Client* for review and acceptance, where required as per Section 2.6.2.

2.8 **Within one year of the Frameworks commencement**, the *Delivery Partner* shall hold an Environmental Management System accredited to ISO14001:2015 or equivalent and provide evidence to the *Client* for written approval, see Table 5-1.

2.9 **Each year,** on the anniversary of the framework commencement, the *Delivery Partner* shall:

2.9.1 provide a copy of their ISO14001:2015 certificate or equivalent evidence to the *Client* for written approval;

2.9.2 report publicly on progress made against their Carbon Reduction Plan, including the emissions reductions it is achieving year on year; and,

2.9.3 provide updates on progress against the annual 5% reduction of carbon emissions.

3.0 CLIENT DUTIES

3.1 **Upon commencement of the Framework**, the *Client* shall set an annual 5% carbon reduction target to cover the period of this Framework Agreement.

3.2 **Within 90 calendar days of the commencement of the Framework**, the *Client* shall appoint a nominated person, and inform the *Delivery Partner*, to liaise with the *Delivery Partner* to develop a Modern Slavery Report in the Supply Chain Action Plan in response to the outputs of the Modern Slavery Report in the Supply Chain Due Diligence Report.

4.0 CONSTRAINTS AND OTHER CONSIDERATION

4.1 Not applicable.

5.0 STANDARDS OR GUIDANCE TO BE USED

5.1 The *Client* and the *Delivery Partner* deliver the services detailed in this Schedule in line with the Client's, Government's and industry's standards or guidance set out in Table 5-1.

Table 5-1: Standards or guidance to be used

Document title	Link
EA2025 creating a better place	Available online here: GOV.UK
Reaching net zero by 2030	Available online here: GOV.UK
Clients' Timber Policy	Available online here: Clients' Timber Policy
Clients' guidance on use of plastics in construction	Available online here: Clients Guidance on use of plastics in construction
Clients' guidance on options for sustainable travel	Available online here: Clients' guidence on options for sustainable travel
Waste Hierarchy	Available online here: GOV.UK
Environment Agency Equality, Diversity and Inclusion Strategy 2022-2025	Available here: SharePoint
Access for All design guide: An introduction	Available online here: Access for all design guide: An Introduction
Access for All design guide: key document	Available online here: Access for all design guide: Key Document
Access for All design guide: supporting information	Available online here:

	Access for all design guide: Supporting Information
Public Sector Equality Duty	Available online here: equalityhumanrights.com
ISO 14001:2015: Environmental management systems — Requirements with guidance for use	Available online here: ISO.ORG

SCHEDULE 6: FRAMEWORK MANAGEMENT

1.0 OVERVIEW

1.1 This Schedule sets out the *Clients* requirements for framework management including:

1.1.1 *Client* and *Delivery Partner* duties that are needed for the "day to day" management of the Framework and successful achievement of contractual obligations; and,

1.1.2 how continuity and handover throughout the lifetime of this Framework Agreement will be managed.

1.2 The *Delivery Partner* and *Client* shall follow the principles and policies set out in His Majesty's Government Supplier Code of Conduct, see Table 6-2.

2.0 DELIVERY PARTNER DUTIES

2.1 The *Delivery Partner* shall provide evidence in writing to support active performance management by the *Client*, to ensure compliance with the obligations set out in this Schedule and the wider Framework Agreement.

2.2 Framework performance is actively monitored using Framework Assurance Indicators as described in Schedule 8 and set out in the Framework Management Monitoring Tool, see Table 6-2. This tool will be used to audit compliance against Framework Assurance Indicators.

2.3 Where a *Delivery Partner* is alleged to be in breach of its Framework obligations, the Performance Hearing Procedure is triggered as defined in Schedule 8.

2.4 Performance management for Call-off Contracts is defined in Schedule 9.

2.5 The *Delivery Partner* will prepare for and attend Framework management meetings as set out in Table 6-1.

2.6 All costs for attending meetings and undertaking related activities (as defined in the Schedules) shall be borne on an individual basis by each Party.

Table 6-1: Framework management meeting schedule

Framework meeting	Purpose	Frequency
Framework Forum	A leaders' forum to share intelligence and best practice in a planned, consistent fashion.	8x year (virtual)
PFR Framework Directors Steering Group	To deliver the schedules requirements/ obligations and support relationship manage, including framework advocacy and planning.	Quarterly (virtual)

Framework meeting	Purpose	Frequency
PFR Framework Managers Group	To provide frontline management of the Framework, at a national level, and, subject to the direction the Framework Directors Board: • Test and champion improvements to framework terms and Call-off Contracts. • Influence and direct communities of practice.	Monthly (virtual) Extended six (6) monthly (face to face)
Delivery Partner Performance Review	To cover, but not limited to: • Environment Agency's performance feedback • Environment Agency Obligations • Delivery Partners performance feedback • Progress against your Development Plans.	Six (6) monthly (virtual)
Innovation workshop	To identify lessons learnt and barriers to innovation, share best practice and identify and commit to take forward opportunities for innovative solutions, best practice and processes.	Six (6) monthly (face to face)
Property Flood Resilience Community of Practice for Others	To work collaboratively to share expertise, advice and embed learning across the Property Flood Resilience sector.	Quarterly (virtual)
Property Flood Resilience SHEW Community of Practice	To work collaboratively to champion the SHEW standards and exemplary performance when delivering our Area PFR Sub-programmes.	Quarterly (virtual)
Communication and engagement lessons learnt workshop	To work collaboratively to identify lessons learnt across Property Flood Resilience communication and discuss performance against agreed actions identified within the Strategic PFR Communication Plan.	Annually (face to face)
Communication and Engagement Plan development workshop	To work collaboratively to discuss communication and engagement priorities and agree actions for the coming year.	Annually (face to face)

2.7 The *Delivery Partner* shall:

2.7.1 follow the Clients' Change Control Process (Variations/Change Control Notice) as set out in Section 1.4.2 of this Schedule;

2.7.2 follow the Escalation & Dispute Resolution as set out in Schedule 9 and the principles set out in the Conflict Avoidance Pledge, see collaborate with the *Client* to develop and actively monitor a risks, actions, issues, and decisions log, as per Table 6-2;

2.7.3 inform the *Client* of any changes to Framework *key persons* at the earliest opportunity and submit names and CVs to the Client for acceptance. *Key persons* are:

a) *Delivery Partner* Framework Director;

b) *Delivery Partner* Framework Manager; and,

c) roles specified as being held by Certified Competent Property Flood Resilience Practitioners, as defined in the Flood Resilience Minimum Technical Requirements, see Table 6-2.

2.7.4 report any Framework successes to the *Client* for their acceptance via the Success Reporting Tool, see Table 6-2.

2.8 **Upon commencement of the Framework**, the *Delivery Partner* shall:

2.8.1 collaborate with the *Client* to plan the indicative resources required to meet the indicative pipeline of PFR delivery across their hub. The *Delivery Partner* shall prepare and deliver an Integrated Delivery Management Plan to the *Client* for their written acceptance;

2.8.2 collaborate with the *Client* to develop a *Delivery Partner* Development Plan which identifies continuous development opportunities, see Table 6-2. This Plan is not part of the performance management process.

2.9 **Within three months of the commencement of the Framework**, the *Delivery Partner* shall prepare and deliver to the *Client* for their written acceptance, a Framework Exit Plan which:

2.9.1 sets out the *Delivery Partners* proposed methodology for achieving an orderly transition of the relevant Services from the *Delivery Partner* to the *Client* and/or its Replacement Delivery Partner on the Partial Termination, expiry or termination of this Contract;

2.9.2 complies with the requirements set out in Table 6-2;

2.9.3 acknowledges that the migration of Services from the *Delivery Partner* to the *Client* and/or its Replacement Delivery Partner may be phased, such that certain Services are handed over before others. Phasing shall be agreed by both the *Delivery Partner* and *Client*.

2.10 **Each quarter,** on the anniversary of the framework commencement, the *Delivery Partner* shall complete a Framework Satisfaction Survey and submit to the Client Framework Manager. The outputs will be used to inform Performance Review sessions, see Table 6-1.

2.11 **Each year on the anniversary of the framework commencement**, the *Delivery Partner* shall:

2.11.1 provide full, accurate and complete data to the *Client* on Call-off Contract spend including contract award value and out turn cost, as per Schedule 3;

2.11.2 review and update the *Delivery Partner* Development Plan in collaboration with the *Client*;

2.11.3 prepare and deliver an updated Integrated Delivery Management Plan to the *Client* for consideration and written acceptance; and,

2.11.4 review and update the Framework Exit Plan on a basis consistent with the principles set out in Section 2.9 of this Schedule. This Plan should be delivered to the *Client* for consideration and written acceptance.

3.0 CLIENTS DUTIES

3.1 The *Client* shall:

3.1.1. use the Framework Management Monitoring Tool to actively monitor *Delivery Partner* performance as per Schedule 8;

3.1.2. inform the *Delivery Partner* of any changes to Framework key persons at the earliest opportunity, providing names and contact details;

3.1.3. prepare for, and attend, Framework Management meetings as set out in Table 6-1;

3.1.4. comply with the Change Control Process (Variations/Change Control Notice) and complaints procedures as set out in Schedule 9;

3.1.5. comply with the Escalation & Dispute Resolution as set out in Schedule 9 and the principles set out in the Conflict Avoidance Pledge; and,

3.1.6. support the *Delivery Partner* in the development of a Framework Exit Plan as per Section 2.9 of this Schedule.

3.2 The *Client* may carry out additional assurance checks and audits on the Delivery Partner and its sub-contractors to ensure compliance with the obligations set out in this Schedule and the wider Framework Agreement.

3.3 **Upon commencement of the Framework**, the *Client* shall inform the *Delivery Partner* of Framework key persons who are:

a) Client Framework Director.

b) Client Framework Manager.

c) Integrated Delivery Hub Area Commercial Service Managers.

3.4 **Each quarter**, on the anniversary of the framework commencement, the Client shall complete a Framework Satisfaction Survey and submit to the *Delivery Partner* Framework Manager. The outputs will be used to inform Performance Review sessions, see Table 6-1.

3.5 **Each year**, on the anniversary of the Framework commencement, the *Client* shall complete a Reserve *Delivery Partner* Annual Assurance Audit as per Table 6-2.

4.0 CONSTAINTS AND OTHER CONSIDERATIONS

4.1 The Reserve Delivery Partner

4.1.1 The Reserve *Delivery Partner* shall attend a face to face annual Framework Assurance meeting with the *Client* to work collaboratively to share expertise, advise and complete the Annual Assurance Audit.

4.2 Application of Rate Adjustment

4.2.1 All rates submitted within the Framework Pricing Workbook shall be viewed as the maximum price that can be charged for that item or service. *Delivery Partners* have the option of offering reductions in pricing on each individual Call-off Contract.

4.2.2 The prices detailed in the Framework Pricing Workbook shall be fixed for the first twelve (12) months, from the commencement of the Framework Agreement.

4.2.3 Each year, on the anniversary of the Framework commencement, the *Client* shall decide if it is appropriate to review prices detailed in the Pricing Workbook.

4.2.4 The *Delivery Partner* shall not be guaranteed an automatic increase in rates. Any variation to the prices detailed in the Framework Pricing Workbook will be in accordance with the indices outlined below as detailed on the Office for National Statistics website including:

a) Average Weekly Earnings (AWE) index for Lot 1 and,

b) Construction Output Price, Non-Housing Repair & Maintenance index for Lot 2.

Any variation will be established by comparing the percentage for the previous twelve (12) month period and applying the percentage change in the indices to the relevant rates.

4.2.5 Where deemed appropriate, the *Client* shall update the Framework Pricing Workbook, as per Section 4.2.3, for acceptance by the *Delivery Partner* within two (2) weeks of receipt of the Clients communication.

4.2.6 Updated Framework Pricing Workbook shall not go live until all Delivery Partners have accepted, via formal written communication, the proposed variations.

4.2.7 The *Delivery Partner* can reduce the proposed increase, based on their working knowledge of the Client's requirements and therefore efficiencies that the Delivery Partner has made and is able to share with the *Client*.

4.2.8 If a Call-off Contract extends across an annual review, the Pricing Workbook for that Call-off Contract will remain unchanged.

4.2.9 Upon notification of the Reserve *Delivery Partner*, the Framework Pricing Workbook shall be updated, where deemed appropriate by the Client, in line with Section 4.2. Any variation of the rates will be backdated for the lifetime of the Framework.

4.3 Change Control Process (Variations/Change Control Notice)

4.3.1 A suggestion for change is submitted to the *Client* using the Change Control Notice, see Table 6-2. A change can be suggested by either the *Delivery Partner* or the *Client*.

4.3.2 Upon submission of the Change Control Notice, the *Client* shares the suggestion for change with all Parties within five (5) working days.

4.3.3 All parties provide written evidence to support or oppose the suggested change to the Client within two (2) weeks of receipt of the Change Control Notice.

4.3.4 The *Client* reviews and agrees, or requests adjustments within a timescale agreed in writing by the Client.

4.3.5 Upon agreement in writing by all Parties, the *Client* makes the required changes to the Framework Agreement within two (2) weeks of agreement, or a timescale agreed in writing.

4.3.6 The *Client* will record and track progress on all Framework Agreement changes from initiation to sign off using the Change Control Register, see Table 6-2.

5.0 STANDARDS OR GUIDANCE TO BE USED

5.1 The *Client* and the *Delivery Partner* deliver the services detailed in this Schedule in line with the Client's, Government's and industry's standards or guidance set out in Table 6-2.

Table 6-2: Standards or guidance to be used

Document title	Link
His Majesty's Government Supplier Code of Conduct	Available online here: GOV.UK
Framework Management Monitoring Tool	Available online here: Framework Management Monitoring Tool
Delivery Partner Development Plan template	Available here: SharePoint
Change Control Notice	Available online here: Change Control Notice

Document title	Link
Change Control Register	Available here: SharePoint
Conflict Avoidance Pledge	Available online: rics.org
Framework lessons learnt log	Available online here: Framework lessons learnt log
Framework risks, actions, issues, and decisions (RAID) log	Available online here: Framework risks, actions, issues and decisions (RAID) log
Reserve Delivery Partner Annual Assurance Audit	Available here : SharePoint
Success Reporting Tool	Available online here: Success Reporting Tool
Framework Exit Template	Available here: SharePoint
Procurement Policy Note 01/18 – Supply Chain Visibility, including Appendix C.	Available online here: GOV.UK

SCHEDULE 7: SUPPLY CHAIN MANAGEMENT

1.0 OVERVIEW

1.1. The purpose of this Schedule is to set out the requirements and expectations concerning the Delivery Partner's management of their wider supply chain in delivering contracts through this Framework Agreement.

1.2. All Call-off Contracts delivered through this Framework Agreement shall comply with the Framework Agreement and the Governments transparency requirements, by adhering to:

1.2.1. Procurement Policy Note 05/16: Open book contract management, see Table 7-1; and,

1.2.2. Transparency in supply chains, a practical guide, see Table 7-1.

2.0 DELIVERY PARTNER DUTIES

2.1 The *Delivery Partner* shall:

2.1.1 use the Contracts Finder website to advertise any sub-contracting opportunities to encourage a diverse and inclusive supply base. Within ninety (90) calendar days of awarding a sub-contract to a sub-contractor, the *Delivery Partner* updates the notice on Contracts Finder with details of the successful subcontractor;

2.1.2 follow the provisions regarding sub-contractor and supply chain payment set out in the Public Contract Regulations 2015, (as amended) (or subsequent amending legislation), and is subject to periodic audit by the *Client* to ensure compliance with the regulations;

2.1.3 use sustainability, quality and price criteria when selecting sub-contractors;

2.1.4 develop long term relationships with their supply chain to maximise benefits for the *Client* and to ensure agile management, predictability in workload, and faster response times;

2.1.5 effectively manages the use of appropriate skills and resources from specialist resources, commensurate with the value and risk profile of their contracted tasks, see Schedule 12;

2.1.6 ensure that supply chain opportunities are inclusive and accessible to Small and Medium-sized Enterprises; Voluntary, Community and Social Enterprise organisations and under-represented groups of suppliers[1].

2.1.7 set up a Project Bank Account for Call-off Contracts above £1,000,000 and will ensure that this is signed by all sub-contractor(s). The appropriate Clause within the NEC4 suite of contract documents which should be used when creating a project bank account is Y (UK) 1: Project Bank Account. Other smaller but more complex contracts will need a Project Bank Account, determined by completing a Project Bank

Account model. Additional guidance shall be provided upon commencement of the Framework Agreement.

2.1.8 pay all sub-contractors and suppliers via the Project Bank Account within five (5) working days of receipt of payment from the *Client*; and,

2.1.9 for all sub-contractors where spend charged to the *Client* is likely to be greater than £200,000 per annum, provide to the *Client* sub-contractor company contact details at Contract commencement date if not provided previously and uses the NEC4 Form of sub-contract.

2.2 The *Delivery Partner* includes the following whistleblowing clause within sub-contracts and communicates it to staff, including sub-contractors:

[redacted]

2.3 **Upon commencement of the Framework**, the *Delivery Partner* shall:

2.3.1 sign the Prompt Payment Code or subsequent replacement initiative, see Table 7-1;

2.3.2 sign the Supplier Code of Conduct or subsequent replacement initiative, see Table 7-1;

2.3.3 sign the Conflict Avoidance Pledge (Gold verified) or subsequent replacement initiative, see Table 7-1;

2.3.4 agree with the Client, as part of the Integrated Delivery Team Property Flood Resilience Sub-Programme (see Schedule 2), the proportion by value of work to be delivered by Small and Medium-sized Enterprises; Voluntary, Community and Social Enterprise organisations and under-represented groups of suppliers, ensuring the Client can meet and exceed Environment Agency or Government targets; and,

2.3.5 for sub-contracts where spend through the Framework is likely to be greater than £200,000 per annum:

a. provide sub-contractor company contact details to the Client; and,

b. submit a Sub-contractor Development Plan to Client for review and acceptance.

2.4 **Each year,** on the anniversary of the framework commencement, the *Delivery Partner* shall:

2.4.1 prepare and deliver a report on improving visibility of subcontracting opportunities to the Client, as per Section 4.1 of this Schedule, for consideration and written acceptance;

2.4.2 provide full, accurate and complete data to the Client on their direct spend with Small and Medium-sized Enterprises and/or Voluntary Community and Social Enterprise in the supply chain relating to the Framework, as per Annex C of Procurement Policy Note 01/08, see Table 7-1. No amendment shall be made to this template without the prior written approval of the Client;

2.4.3 submits an annual report summarising average and maximum payment times for their supply chain; and,

2.4.4 where appropriate, update and submit a Sub-contractor Development Plan to Client for review and acceptance.

2.5 Where a *Delivery Partner* is found to be in breach of Prompt Payment Code requirements the Performance Hearing Procedure is triggered, see Schedule 8.

3.0 CLIENT DUTIES

3.1 The Clients set target for usage of Small and Medium-sized Enterprises is 33% until further notice. Any changes in this target will be communicated by the *Client* in writing to the *Delivery Partner*.

3.2 The *Client* may engage directly with sub-contractors.

3.3 The *Client* shall consider the performance of sub-contractors in the *Delivery Partners* annual performance reviews.

3.4 All Call-off Contracts delivered through this Framework Agreement may be subject to audit at the *Client's* discretion. Audit and assurance arrangements, as per Schedule 9, extend to the supply chain.

4.0 CONSTRAINTS AND OTHER CONSIDERATIONS

4.1 Improving visibility of subcontract opportunities available to SMEs and VCSEs in the supply chain (Procurement Policy Note 01/08)

4.1.1 The *Delivery Partner* shall, for the lifetime of the Framework Agreement:

a. subject to clause 4.1.3, advertise on Contracts Finder all subcontract opportunities arising from or in connection with the provision of the Goods and/or Services and/or Works above a minimum threshold of £25,000;

b. within ninety (90) calendar days of awarding a subcontract to a subcontractor, update the notice on Contracts Finder with details of the successful subcontractor;

c. monitor the number, type and value of the subcontract opportunities placed on Contracts Finder advertised and awarded in its supply chain;

d. promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

4.1.2 Each advert referred to in clause 4.1.1a) shall provide a full and detailed description of the subcontract opportunity with each of the mandatory fields being completed on Contracts Finder by the *Delivery Partner*.

4.1.3 The obligation at Clause 4.1.1 shall only apply in respect of subcontract opportunities arising after the contract award date.

4.1.4 Notwithstanding clause 4.1.1 the *Client* may by giving its prior acceptance, permit that a subcontract opportunity is not required to be advertised on Contracts Finder.

5.0 STANDARDS OR GUIDANCE TO BE USED

5.1 The *Client* and the *Delivery Partner* deliver the services detailed in this Schedule in line with the Client's, Government's and industry's standards or guidance set out in Table 7-1.

Table 7-1: Standards or guidance to be used

Document title	Link
Procurement Policy Note 05/16: Open book contract management	Available online here: GOV.UK
Transparency in supply chains, a practical guide	Available online here: GOV.UK
Prompt payment code	Available online here: smallbusinesscommissioner.gov.uk
Supplier Code of Conduct	Available online here: GOV.UK
Conflict Avoidance Pledge	Available online here: RICS.org
Public Contract Regulations 2015	Available online here: legislation.gov.uk
Procurement Policy Note 01/18: Supply Chain Visibility	Available online here: GOV.UK
Procurement Policy Note 01/18: Supply Chain Visibility Annex C: SME Data Collection template	Available online here: GOV.UK

SCHEDULE 8: PERFORMANCE MANAGEMENT

1.0 OVERVIEW

1.1. This Schedule sets out the *Clients* performance management arrangements including:

1.1.1. the Framework Assurance Indicator by which the *Delivery Partners* Framework Agreement obligation are monitored;

1.1.2. the Key Performance Indicators by which the *Delivery Partners* overall performance on Call-off Contracts is monitored;

1.1.3. the performance management process should the Framework Assurance Indicators are not being met; and,

1.1.4. the performance reporting process.

1.2. Continuous development, managed through the Delivery Partner Development Plan, is not part of the performance management process. For further information, see Schedule 6.

2.0 DELIVERY PARTNER DUTIES

2.1 The *Delivery Partner* shall comply with the process summarised below:

2.1.1 prepare for, and attend, regular monitoring and review activities as set out in Schedule 6;

2.1.2 comply with the obligations related to Framework Assurance Indicators;

2.1.3 comply with all obligations related to Key Performance Indicators;

2.1.4 prepare in advance and attend, where required, Performance Hearings;

2.1.5 develop, monitor and fulfil the obligations of the Underperformance Management Process; and,

2.1.6 challenge the findings or outcomes of the Performance Hearing Procedure through the Dispute Resolution Process.

2.2 The *Delivery Partner* provides any data that is needed to monitor performance, as set out in the Employers Information Requirements, see Schedule 11.

2.3 Framework Assurance Indicators

2.3.1 Assurance Indicators are used to monitor the performance of the *Delivery Partners* against their framework contractual obligations. Compliance against Assurance Indicators is displayed using a traffic light system (red, amber, green) within a Client dashboard(s).

2.3.2 The *Delivery Partner* shall comply will all its framework obligations related to Assurance Indicators set out in this Framework Agreement and monitored in the Framework Management Monitoring Tool, see Schedule 6.

2.3.3 Failure to comply with Assurance Indicators triggers the Performance Hearing Procedure, as defined in Section 1.4.1.

2.4 Key Performance Indicators

2.4.1 Key Performance Indicators are used to actively measure the performance of the *Delivery Partner* at Call-off level. Compliance against Key Performance Indicators is published within a Client dashboard(s).

2.4.2 The *Delivery Partner* shall comply with all its obligations related to Key Performance Indicators as set out in Schedule 9.

2.4.3 The process for monitoring performance in line with these Indicators is set out in Schedule 9.

3.0 CLIENT DUTIES

3.1 The *Client* shall comply with the processes summarised below:

3.1.1 prepare in advance and chair regular monitoring and review activities, as set out in Schedule 6;

3.1.2 prepare in advance and attend, where required, Performance Hearings, see Section 1.4.1 of this Schedule; and,

3.1.3 develop, monitor and fulfil the obligations of the Underperformance Management Process, see Section 1.4.3 of this Schedule.

3.2 The *Client* uses data provided by the *Delivery Partner*, as set out in the Employers Information Requirements, to actively monitor and report on the performance of the *Delivery Partner*.

3.3 **Each six (6) months**, from the anniversary of the framework commencement, the *Client* shall:

3.3.1 prepare and present *Delivery Partner* performance data at relevant Framework Management meetings, as set out in Schedule 6. This performance data will include:

a) a summary of key success and lessons learned;

b) Delivery Partner performance league tables;

c) an assessment of performance against Assurance Indicators including action taken to rectify underperformance;

d) an assessment of performance against Key Performance Indicators including action taken to rectify underperformance; and,

e) an assessment of any performance hearing outcomes including the number of Yellow and/or Red Cards issued and the performance against any Performance Improvement Plan.

4.0 CONSTRAINTS AND OTHER CONSIDERATIONS

4.1 Performance Hearing Procedure

4.1.1 The Performance Hearing Procedure investigates incidents, reporting management failings and underperformance. The process operates independently to any legal proceedings. The Performance Hearing may result in a Yellow and Red Card being issued.

4.1.2 All correspondence must be in formal written format and all meetings formally documented and agreed by both parties.

4.1.3 The Performance Hearing Procedure is triggered by the *Client* in the following circumstances:

a) an act or omission by the *Delivery Partner*:

i. leading to a prosecution;

ii. leading to an infringement of legislation or has the potential to lead to prosecution;

iii. which significantly contributes to another Delivery Partners failure to comply with their legal duties; or,

iv. which significantly increases the risk to others or the environment during or after the execution of the works and/or services.

b) failure by the Delivery Partner to follow corporate management systems or inadequacy of those systems, or other management failings, requiring intervention by the Client or Others (as defined in Z1.14) to prevent any of the above;

c) a *Delivery Partner* is found to be in breach of the Prompt Payment Code as set out in Schedule 7;

d) failure by the *Delivery Partner* to implement within an agreed timeframe any agreed Integrated Delivery Team or individual Performance Improvement Plan;

e) failure of the *Delivery Partner* to comply with the Derogation Procedure set out in Schedule 12;

f) failure by the *Delivery Partner* to meet any obligations related to the Framework Assurance Indicators set out in this Framework Agreement; and,

g) failure by the *Delivery Partner* to meet any obligations related to Key Performance Indicator, that are of a similar nature, set out in this Framework Agreement across two consecutive reporting periods.

4.1.4 Where any of these circumstances occur, the Client notifies the Delivery Partner Framework Manager in writing, to confirm that the Performance Hearing Procedure has been triggered.

4.1.5 Where deemed appropriate by the *Client*, the *Client* and *Delivery Partner* Framework Manager provide written evidence to support the Performance Hearing. This shall be shared between both parties within two (2) weeks of receipt of the Performance Hearing Procedure being triggered, or within a timescale agreed in writing by both parties.

4.1.6 The *Delivery Partners* performance in relation to the incident is reviewed by the Client. This review may be informed by a Client led report on the issue, and/or, the *Delivery Partners* own report.

4.1.7 Where deemed appropriate by the *Client*, a Performance Hearing meeting is held between the *Client* and *Delivery Partner* Framework Manager. A Performance Hearing meeting is triggered when:

a) the incident is related to a Safety, Health, Environment and Wellbeing incident;

b) there is the potential for a Red Card to be issued.

Where a Performance Hearing meeting is not triggered, as detailed above, the Hearing is carried out via electronic correspondence.

4.1.8 The *Client* decides whether a Yellow or Red Card should be issued, as per Table 8-1. The Client Framework Manager communicates the decision in writing to the Delivery Partner Framework Manager within five (5) working days of the Performance Hearing meeting.

Table 8-1: Yellow and Red Card thresholds

Card	Threshold definition
Yellow	A Yellow Card **may be issued** in response to the Performance Hearing Procedure being triggered, as summarised in Section 4.1 of this Schedule.
Red	A Red Card **may be issued** where two (2) or more incidents occur, where those incidents: a) are of a similar nature, AND b) would normally have resulted in Yellow Cards when considered individually, AND c) are within any Integrated Delivery Teams(s) where the *Delivery Partner* is working, AND d) are within six (6) months of each other.
	A Red Card **is issued** where three (3) incidents occur, where those incidents:

Card	Threshold definition
	a) are within six (6) months of each other, AND b) would normally have resulted in Yellow Cards when considered individually, AND c) are within any Integrated Delivery Teams(s) where the *Delivery Partner* is working.

4.1.9 Where a Yellow or Red Card is issued, the Underperformance Management Process is triggered, see Section 4.3 of this Schedule.

4.2 Dispute Resolution Process

4.2.1 The *Delivery Partner* may challenge the findings or outcomes of the Performance Hearing Procedure through the Dispute Resolution Process, set out in Schedule 9.

4.2.2 A challenge must be raised by the *Delivery Partner* within two (2) weeks of the decision in writing to the *Client* Framework Manager.

4.3 Underperformance Management Process

4.3.1 Following the issue of a Yellow or Red Card, the *Deliver Partner* prepares a Performance Improvement Plan for acceptance in writing by the *Client* within two (2) weeks of the date of issue of the Card.

4.3.2 The Performance Improvement Plan must be agreed by the *Client* Framework Manager and the *Delivery Partner* Framework Manager.

4.3.3 The Performance Improvement Plan is reviewed by the *Client* at a frequency agreed within the Performance Improvement Plan.

4.3.4 Provided the *Client* is fully satisfied with the *Delivery Partners* performance, in line with the Performance Improvement Plan, the Card is withdrawn.

4.3.5 Failure to rectify performance through the Performance Improvement Plan within the set periods may result in one (1) or more of the following:

a) a Yellow card being replaced by a Red Card;

b) a six (6) month suspension from being awarded any future works or services under the Framework; or,

c) notice of termination of the *Delivery Partner* from the Framework.

4.3.6 Where a *Delivery Partner* is suspended from being awarded any future works or services under the Framework, further Call-off Contracts will be competitively tendered to all relevant Delivery Partners.

4.3.7 Where a *Delivery Partner* is terminated from the Framework, the Reserve *Delivery Partner* will be notified in writing by the *Client*.

4.4 Additional implications of a Red Card

4.4.1 In addition to the development and monitoring of the Performance Improvement Plan:

a) one (1) Red Card being issued may result in the *Delivery Partners* suspension from being awarded new work until such a time as the *Client* is satisfied that the *Delivery Partners* deficiencies are addressed;

b) two (2) Red Cards being issued within a 12 month period may result in the *Delivery Partners* suspension from being awarded new work for 12 months or until such a time as the *Client* is satisfied that the *Delivery Partners* deficiencies are addressed (minimum suspension 12 month);

c) four (4) Red Cards being issued over the term of the Framework Agreement may result in termination of the *Delivery Partner* from the Framework.

4.5 Reserve *Delivery Partner*

4.5.1 To provide resilience against business failure, termination on the grounds of poor performance, resource and capacity issues, a Lot 1 and Lot 2 Reserve *Delivery Partner* has been appointed to each Integrated Delivery Team Area, see Schedule 2.

4.5.2 The mechanisms for the reserve Delivery Partner to be awarded work are the following:

a) the Primary *Delivery Partners* place on the Framework is terminated due to business failure;

b) the Primary *Delivery Partner* place on the Framework is terminated due to poor performance.

4.5.3 Where invited, the Reserve *Delivery Partner* shall take over the Framework appointment based on their original tender proposal, subject to any price increases that may have been applied had they been appointed originally.

4.5.4 A Reserve *Delivery Partner* shall not be instructed without prior written approval from the Client Framework Manager.

5.0 STANDARDS OR GUIDANCE TO BE USED

5.1 The *Client* and the *Delivery Partner* deliver the services detailed in this Schedule in line with the Client's, Government's and industry's standards or guidance set out in Table 8-2.

Table 8-2: Standards or guidance to be used

Document title	Link
Framework Management Monitoring Tool	Available online here: Framework Managment Monitoring Tool

SCHEDULE 9: CONTRACT MANAGEMENT

1.0 OVERVIEW

1.1 The purpose of this Schedule is to set out the *Clients* requirements for contract management (Call-Offs under this Framework Agreement).

1.2 The identification of property flood resilience projects and getting into contract for each Call-off Contract under this Framework Agreement is covered in Schedule 2.

2.0 DELIVERY PARTNER DUTIES

2.1 The *Delivery Partner* supports the *Client* to achieve their objectives as stated in Schedule 1.

2.2 The *Delivery Partner* adheres to the Framework Agreement and shall:

2.2.1 execute contracts in accordance with this Schedule;

2.2.2 adopt and engage via the *Clients* contract management tools;

2.2.3 adhere to the requirements set out in the scope of each Call-off Contract;

2.2.4 adhere to the Framework Pricing Workbook, where not adhered to, the *Client* reserves the right to direct award to the Reserve *Delivery Partner* or go to competitive tender as set out in Schedule 2;

2.2.5 adhere to the Governments prompt payment policy and pay at least 95% of invoices within sixty (60) calendar days;

2.2.6 adhere to audit and assurance requirements;

2.2.7 collaborate with the *Client* to ensure active monitoring of project risks, opportunities, assumptions, issues and dependencies as per the Call-off Contract RAID Log;

2.2.8 collaborate with the *Client* to document lessons learnt at the end of each Call-off Contract or at key milestones identified within the Call-off Contract, as per the Lessons Learnt Log, see Table 9-1. No changes should be made to this template without prior agreement from the Client Framework Manager;

2.2.9 adhere to the Project Performance Management Process set out in Section 4.2 and where required, the Project Improvement Plan process set out in Section 1.4.3; and,

2.2.10 adhere to the Dispute Resolution process set out in Section 4.4.

2.3 **Each quarter,** on the anniversary of the framework commencement, the *Delivery Partner* shall:

2.3.1 complete a satisfaction survey for each live Call-off Contract, see Table 9-1.

2.3.2 provide, to the *Client*, Call-off Carbon summary data as per template, see Table 9-1;

2.4 The *Delivery Partner* shall inform the *Client* of any changes to Call-off Contract *key persons* at the earliest opportunity and submit names and CVs to the *Client* for acceptance. Key persons are:

2.4.1 *Delivery Partner* Project Manager; and,

2.4.2 roles specified as being held by Certified Competent Property Flood Resilience Practitioners, as defined in the Flood Resilience Minimum Technical Requirements.

2.5 Communication and Engagement

2.5.1 The *Delivery Partner* shall adhere to the communication and engagement requirements set out in Schedule 15.

2.5.2 The *Delivery Partner* shall collaborate with the *Client* to develop and maintain a Stakeholder Engagement Plan for each Call-off Contract.

2.6 Key Performance Indicators

2.6.1 Key Performance Indicators are used to actively measure the performance of the Delivery Partners at Call-Off level. The outputs of these Key Performance Indicators are displayed within a *Client* dashboard(s) and made available to all *Delivery Partners*.

2.6.2 The *Delivery Partner* shall comply with all its obligations related to Key Performance Indicators, as set out in Annex 1 of this Schedule.

2.6.3 A Key Performance Indicator is deemed to have been failed where a score of three (3) or below is awarded.

2.6.4 Failure to score greater that three (3) for an individual, or multiple Key Performance Indicator, triggers the Performance Management Process.

2.6.5 Framework compliance is actively measured through Assurance Indicators, see Schedule 8.

2.7 Collateral Warranty and performance bond

2.7.1 Some Call-off Contracts may require the following, see Table 9-1 for further information:

i. use of a performance bond;

ii. sub contractors' collateral warranty;

iii. Contractors' collateral warranty; and,

iv. Consultants' collateral warranty.

3.0 CLIENT DUTIES

3.1 The *Client* adheres to the Framework Agreement and shall:

3.1.1 respond to/ accept/ decline communications within two (2) weeks of submission unless otherwise specified or extended by agreement in written of both parties;

3.1.2 adhere to the requirements set out in the scope of each Call-off Contract;

3.1.3 adhere to the Governments prompt payment policy by paying 90% of all undisputed invoices within five (5) calendar days, with the remaining undisputed invoices being paid within thirty (30) calendar days;

3.1.4 will prepare and actively monitor each Call-off Contract RAID Log as per the template provided in Table 9-1;

3.1.5 actively monitor performance as per the Project Performance Management Process. Where performance requires improvement, the *Client* shall adhere to the Project Improvement Plan process; and,

3.1.6 adhere to the Dispute Resolution process.

3.2 **Upon commencement of the framework**, the *Client* shall publish a detailed Dispute Resolution Escalation Flowchart, in line with Section 1.4.4, including named contacts. This flowchart shall be maintained for the lifetime of the Framework Agreement and the *Delivery Partner* shall be informed of any changes.

3.3 **Each quarter,** on the anniversary of the framework commencement, the *Client* shall complete a satisfaction survey for each live call off contract, see Table 9-1.

3.4 Audit and assurance arrangements

3.4.1 All Call-off Contracts delivered through this Framework Agreement are on an open book basis for the management of Project costs and operational and performance data between the *Delivery Partner* and the *Client*. All Call-off Contracts delivered through this Framework Agreement may be subject to audit at the *Client*'s discretion.

3.4.2 The *Client*:

a) shall establish an audit and assurance programme at the commencement of the Framework and undertake annually thereafter;

b) shall be reasonable in its requests for information relating to record keeping or other related financial information from the *Delivery Partner;*

c) in consultation with the *Delivery Partner*, shall develop a regime for auditing costs based on selective and random checks carried out at the location where it is most cost effective for the checks to be carried out;

d) shall expect that the sample checks will confirm the *Delivery Partner* claims for payment. Where discrepancies emerge, the *Client* requires an explanation for the discrepancy from the *Delivery Partner*;

e) may charge the *Delivery Partner* for any cost incurred by the *Client* for any additional checking, which is required because of the discovery of discrepancies during the audit process; and

f) may publish Call-off Contract details, including contract value, out-turn cost and delivery to time, in accordance with the Freedom of Information Act, where applicable and in accordance with His Majesty's Treasury transparency requirements.

3.5 Communication and Engagement

3.5.1 The *Client* shall adhere to the communication and engagement requirements set out in Schedule 15.

3.5.2 The *Client* shall lead the development and maintenance of a Stakeholder Engagement Plan for each Call-off Contract. This Plan shall be considered in the context of wider local and national strategic engagement activity.

3.5.3 The *Client* shall monitor the engagement requirements across the Integrated Delivery Team Area and, where deemed appropriate, may:

a) develop a Strategic Engagement Plan for the Integrated Delivery Team Area; and,

b) secure additional appropriately skilled engagement resources to support engagement requirements.

3.5.4 The *Client* shall identify lessons learnt to ensure the continued improvement of communications and engagement.

3.6 Project Lesson learnt

3.6.1 The *Client* shall facilitate a lesson learnt session at the end of each Call-off Contract or at key milestones identified within the Call-off Contract to:

a) bring together Project Teams, Delivery Partners, end users and other interested parties to identify what went well and what didn't go well; and to,

b) document all lessons learnt within the Project Lessons Learnt Log, see Table 9-1;

c) No changes should be made to this template without prior agreement from the Client Framework Manager.

3.6.2 Once finalised, the Project Lessons Learnt Log shall be shared with the Client Framework Manager.

4.0 CONSTRAINTS AND OTHER CONSIDERATIONS

4.1 Project Bank Account

4.1.1 A Project Bank Account shall be set up for all Call-off Contracts with a spend greater than £1,000,000

4.1.2 Other smaller but more complex contracts will need a Project Bank Account, determined by completing a Project Bank Account model. Additional guidance shall be provided upon commencement of the Framework Agreement.

4.2 Project Performance Management Process

4.2.1 The Project Performance Management Process investigates underperformance on individual Call-off Contracts. The process operates independently to any legal proceedings invoked.

4.2.2 All correspondence must be in formal written format and all meetings formally documented and agreed by both parties.

4.2.3 The Project Performance Management Process is triggered by the *Client* when the *Delivery Partners* fails to meet any obligations related to the Key Performance Indicators set out in this Framework Agreement, see Annex 1 of this Schedule.

4.2.4 Where this occurs, the *Client* notifies the *Delivery Partner* in writing, within five (5) working days, to confirm that the Project Performance Management Process has been triggered.

4.2.5 A Performance Hearing is held between the *Client* Project Manager and *Delivery Partner* Project Manager within one (1) week of receipt of the *Client* Project Managers written communication. This Hearing is chaired by the *Clients* Projects Executive.

4.2.6 The *Delivery Partners* performance in relation to the incident is reviewed by the *Client* Project Executive.

4.2.7 The *Client* Project Executive decides whether a Project Improvement Plan is required. The *Client* Project Executive communicates the decision in writing to the *Delivery Partner* and *Client* Commercial Services Manager within five (5) working days of the Project Performance Hearing.

4.3 Project Improvement Plan

4.3.1 Following confirmation that a Project Improvement Plan is required; the Deliver Partner prepares a Project Improvement Plan (see Table 9-1) for acceptance by the Client within two (2) weeks of receipt of the Client Project Executives written communication.

4.3.2 The Project Improvement Plan must be agreed by the *Clients* Project Executive, Commercial Services Manager and the *Delivery Partner*.

4.3.3 The Project Improvement Plan is reviewed at a Project Performance Review Meeting, chaired by the *Client* Commercial Services Manager, at a frequency agreed within the Project Improvement Plan.

4.3.4 Failure by the *Delivery Partner* to rectify performance in line with the Project Improvement Plan and to meet the obligations related to the Key Performance Indicators set out in this Framework Agreement across two consecutive reporting periods will result in escalation to the *Client* Framework Manager.

4.3.5 Escalation to the *Client* Framework Manager will result in the Framework Performance Hearing Procedure being triggered, see Schedule 8. This may result in a Yellow or Red Card being issued.

4.4 Dispute Resolution Process

4.4.1 The Dispute Resolution Process can be used by both Parties. To raise a dispute:

a) the decision giving rise to the dispute must have been communicated under the New Engineering Contract 4, in accordance with clause 13 of the Professional Services Contract (PSC), Engineering and Construction Short Contract (ECSC) and the Engineering and Construction Contract (ECC).

b) the party who disputes the decision raises its dissatisfaction with the decision within 28 calendar days of the decision being communicated and communicates this dissatisfaction in accordance with Clause 13 of ECC, PSC or ECSC; and

c) the issue becomes a formal dispute and is addressed in accordance with Option W2 of PSC, ECC and ECSC.

4.4.2 The Dispute shall be escalated as per the Dispute Resolution Escalation Flowchart, published upon commencement of the Framework.

4.4.3 During dispute proceedings all parties have a duty to continue their performance under the Framework Agreement.

4.5 Project outcome reporting tool

4.5.1 The *Consultant* shall complete the Property Flood Resilience Outcome reporting tool at the end of each Call-off Contract. No changes can be made to this template without the prior written approval from the Client Framework Manager. This tool shall be used to collate outcomes prior to the publication of the Employees Information Requirements, as per Schedule 11.

5.0 STANDARDS OR GUIDANCE TO BE USED

5.1 The *Client* and the *Delivery Partner* deliver the services detailed in this Schedule in line with the *Client*'s, Government's and industry's standards or guidance set out in Table 9-1.

Table 9-1: Standards or guidance to be used

Document title	Link
Project Improvement Plan template	Available here: SharePoint
Carbon summary data template	Available here: SharePoint
Satisfaction survey user guide	Available here: SharePoint
Performance bond template	Available here: SharePoint
Sub-contractors' collateral warranty template	Available here: SharePoint
Consultants' collateral warranty template	Available here: SharePoint
Contractors' collateral warranty template	Available here: SharePoint
Project Lessons Learnt log	Available online here: Project Lessons Learnt Log
Project Outcome reporting tool	Available here: SharePoint
360 Feedback Form	Available here: SharePoint

ANNEX 9-1: KEY PERFORMANCE INDICATORS: CALL-OFF CONTRACT PERFORMANCE MONITORING

This annex sets out the Key Performance Indicators used to monitor performance at Call-Off level. These indicators are set out below including scoring guidance.

Table 9-2: Key Performance Indicators scoring guidance

Score	Performance	Description
1	Inadequate	The performance of the Delivery Partner is significantly below that of the Key Performance Indicator targets that are set out within the contract. Contract Manager is unhappy with the services provided, despite communicating issues to Delivery Partner and escalating it to the Client Framework Director.
2	Requires improvement	The performance of the Delivery Partner is below that of the Key Performance Indicator targets that are set out within the contract. Contract Manager constantly needs to prompt the Delivery Partner to deliver the services stated in the contract. Delivery Partner provides services in a reactive manner without a lack of ownership. If this score is given, then it will be escalated to the Client Framework Manager where a card hearing will commence.
3	Approaching Target	The Delivery Partner is close to meeting the Key Performance Indicator targets that are set out within the contract. No significant project issues but Contract Manager requires the Delivery Partner to take greater ownership of the delivery of work in a more efficient way.
4	Good	The Delivery Partner is meeting the Key Performance Indicator targets that are set out within the contract. Contract Manager is happy with the quality of services provided.
5	Exceeds expectations	The Delivery Partner is exceeding the Key Performance Indicator targets that are set out within the contract. Contract Manager is happy with the quality of services provided. This is deemed best practice and should be shared.
n/a	Not applicable	Question not applicable during this review period

Table 9-3: Key Performance Indicators scoring guidance – SHEW

Key Performance Indicator	Score					
	1	2	3	4	5	n/a
Number of Lost Time and Reporting of Injuries, Diseases & Dangerous Occurrences (RIDDOR)	1 or more					

Key Performance Indicator	Score					
	1	2	3	4	5	n/a
Incidents in the last 3 months.						
% of actions implemented following RIDDOR and Lost Time Accidents to address the cause of the incidence/accident.	<70%	≥70% but <80%	≥80 but <90%	≥90% but <95%	≥95%	n/a
% of actions implemented following Near Misses reported incidences to address the cause of the incidence.	<80%	≥80% but <85%	≥85 but <90%	≥90% but <95%	≥95%	n/a

Key Performance Indicators

Table 9-4: Lot 1 Key Performance Indicators – Call-off performance measures

Key performance indicator	Measurement
The Consultant shall submit to the Client a Hazard Assessment in accordance with the Clients PFR Technical Minimum Requirements and Code of Practice for PFR.	• The scale and detail of the survey provided is proportionate to the risk and meets with the Clients expectations in accordance with the Clients PFR Technical Minimum Requirements and Code of Practice for PFR. • The assessment is submitted in accordance with the milestone deadline approved in the programme and to cost. • The Consultant adopts a right first time approach to delivery. • Shall be defined within each call-off specification.
The Consultant shall submit to the Client a Property Survey in accordance with the Clients PFR Technical Minimum Requirements and Code of Practice for PFR.	• The scale and detail of the survey provided will meet with the Client and Lot 2 Contractors expectations in accordance with the Code of Practice in accordance with the Clients' PFR Technical Minimum Requirements and Code of Practice for PFR. • To be completed in line with the completion date in the approved programme and to cost. • The Consultant adopts a right first time approach to delivery. • Shall be defined within each call-off specification.
The Consultant shall submit to the Client an Options Development Summary (including Outline Design). The options identified are documented in the Options Development Summary and provided to the Client and end-user. It will provide the evidence required, including pros and cons of each option,	• The scale and detail of the Options Appraisal and Development will meet the Client and end-user expectations in accordance with the Clients' PFR Technical Minimum Requirements and Code of Practice for PFR. • To be completed in line with the completion date in the approved programme and to cost. • The Supplier adopts a right first-time approach to delivery. • End-user requirements and preferences are adequately documented, and a preferred option is clearly identified and justified - particularly where a non-passive solution is identified. • Shall be defined within each call-off specification.

Key performance indicator	Measurement
for the Client and end-user to select the preferred option. The preferred option is clearly identified and justified.	
The Consultant will complete an accurate review of the construction work completed by the Lot 2 Contractor and provide the end-user with relevant documentation in line with the Clients Minimum Technical Requirements and the Code of Practice for PFR.	• Post Installation Audit Report and Post Installation Flood Risk Report will meet the Clients' and end-user expectations with the PFR specification, Clients PFR Technical Minimum Requirements and Code of Practice for PFR. • The Consultant adopts a right first-time approach to delivery. Client and end-user sign-off obtained. • End-user Satisfaction Survey provided. Results of surveys show high satisfaction and positive feedback. • To be completed in line with the completion date in the approved programme and to cost.
Ensuring Supplier engagement is collaborative between Lot 1 and Lot 2 suppliers to ensure smooth handover of project work.	• Extensions of time, raising early warnings due to time delays by lack of engagement/collaboration.
Supplier to ensure 360 Feedback Form completed upon project completion.	• To complete within four (4) weeks of project completion.

Table 9-5: Lot 2 Key Performance Indicators – Call-Off performance measures

Key performance indicator	Measurement
The Contractor shall submit to the Client the detailed design and specification of the agreed PFR solution in accordance with the Clients PFR Technical Minimum Requirements and Code of Practice for PFR. The detailed design and specification shall take due note of the flood risk assessment (PFR Standard 1) and the survey (PFR Standard 2).	• The scale and detail of the Detailed Design will meet the Client and end-user expectations in accordance with the Clients PFR Technical Minimum Requirements and Code of Practice for PFR. • To be completed in line with the completion date in the approved programme and to cost. • The Contractor adopts a right first-time approach to delivery. • Shall be defined within each call-off specification.
The construction of PFR measures will meet the Client and end-user expectations in accordance with the design and specification described in PFR Standard 3 and the Clients Pre-Construction Information Report. The construction work shall be undertaken in accordance with good practice, including relevant standards, guidance and	• The scale and detail of the Construction will meet the Client and end-user expectations with the PFR specification, Clients PFR Technical Minimum Requirements, Code of Practice for PFR and Pre-Construction Information Report. • To be completed in line with the completion date in the approved programme and to cost. • The Contractor adopts a right first-time approach to delivery. • Shall be defined within each call-off specification.

Key performance indicator	Measurement
legislation, and shall comply with Construction, (Design and Management) Regulations 2015. The construction will also be delivered to the satisfaction of the end-user.	
The Contractor will ensure that the completed PFR construction work will operate as designed and specified in the PFR Specification. Post installation testing is completed and documented in line with the Clients Minimum Technical Requirements.	• Post installation testing is completed and documented in line with the Clients Minimum Technical Requirements. • Snagging is identified and rectified, and issues kept to a minimum. • The Contractor adopts a right first-time approach to delivery. • The end user is satisfied with the installation and the condition of the property upon completion. • To be completed in line with the completion date in the approved programme and to cost.
The Contractor will ensure that the end user is trained in the operation and maintenance of their PFR solution and that they have the information required to operate and maintain their solution at the point of handover.	• The end user receives an operation and maintenance plan at the point of handover which meets the Client expectations in accordance with the Clients PFR Technical Minimum Requirements and Code of Practice for PFR. • Training is provided to the end user, which meets the Client and end user expectations, at the point of handover to ensure they are aware of the operation and maintenance requirements. • End-user Satisfaction Survey provided. Results of surveys show high satisfaction and positive feedback. • The Contractor adopts a right first-time approach to delivery. Client and end-user sign-off obtained. • To be completed in line with the completion date in the approved programme and to cost.
Ensuring Supplier engagement is collaborative between Lot 1 and Lot 2 suppliers to ensure smooth handover of project work.	• Extensions of time, raising early warnings due to time delays by lack of engagement/ collaboration.
Supplier to ensure 360 Feedback Form completed upon project completion.	• To complete within four (4) weeks of project completion.
Number of Lost Time and RIDDOR Incidents in the last three (3) months.	• Provided by Contractor quarterly.
% of actions implemented following RIDDOR and Lost Time Accidents to address the cause of the incidence/accident.	• Provided by Contractor with details of RIDDOR Incidents and Loss Time Accidents and corrective actions in monthly report with evidence.
% of actions implemented following Near Misses reported incidences to address the cause of the incidence.	• Provided by Contractor with details of Near Misses reported in monthly report with evidence.

SCHEDULE 10: INSENTIVISATION ARRANGEMENTS

1.0 OVERVIEW

1.1 The Environment Agency want all their *Delivery Partner* organisations to be motivated to deliver in a way that will support efficient and effective delivery in line with key EA Business objectives. Property Flood Resilience may utilize NEC4 Option C Contract Incentivization with a pain/gain mechanism to align the objectives of the parties, which helps to support a partnering environment.

1.2 The payments to the *Delivery Partner* are made on the basis of *the Delivery Partner* accounts and records, provided to the *Client* for inspection on an “open book” basis.

1.3 At the end of the contract, the final target cost – which is the original target cost plus the effect of any *Client* changes and employer risk events – is compared to the actual cost expended by the *Delivery Partner*. If the actual cost is lower than the target cost, a saving has been made, and this is shared between the parties on a pre-agreed percentage basis – referred to as “gain-share”. Conversely, if the actual cost is higher than the target cost there is an over-spend, again shared between the parties on a pre-agreed percentage split – referred to as “pain-share

2.0 DELIVERY PARTNER DUTIES

2.1 The *Delivery Partner* supports the Client in setting a target cost that represents a genuine pre-estimate of the most likely outturn cost.

2.2 The *Delivery Partner* performs in an efficient manner, mitigating risk, and not incurring excessive actual cost.

3.0 CLIENT DUTIES

3.1 The target cost is set at a level which requires the *Delivery Partner* and the client to work together to create efficiencies beyond those normally expected.

3.2 The gain-share/pain-share mechanism is carefully chosen to drive the right behaviours in the parties to seek savings and thus avoid pain.

4.0 CONSTRAINTS AND OTHER CONSIDERATIONS

4.1 All Call-off Contracts are awards using the NEC4 suite of contracts, as per Schedule 2.

4.2 Share ranges are adjusted to reflect the different contribution and risks taken by the *Delivery Partner* during the Contract. Example of what would be stated in the contract data is shown in Table 10-1.

Table 10-1: Share range examples

The Delivery Partners share percentages, and the share ranges are:	
Share range	**Contractors share percentage**
Less than 80%	20%
From 80% to 90%	40%
From 90% to 100%	50%
From 100% to 110%	50%
From 110% to 120%	75%
Greater than 120%	100%

5.0 STANDARDS OR GUIDANCE TO BE USED

5.1 Not applicable

SCHEDULE 11: INFORMATION MANAGEMENT

1.0 OVERVIEW

1.1. The purpose of this Schedule is to set out the *Clients'* Information Technology, Common Data Environment and Data and Information Management Policies which Delivery Partners are required to support and that:

1.1.1. allows the *Delivery Partner* to work effectively with the *Clients'* governance, organisation and culture and that facilitates a reduction in costs;

1.1.2. ensures that *Clients'* processes, corporate data sets and systems are maintained and accessed in a manner consistent with the *Clients* business impact levels for confidentiality, integrity and availability;

1.1.3. defines access and interfaces between the data, information and tools of both Client and *Delivery Partner* to support the management of the Collaborative Delivery Team programme of work;

1.1.4. is set out in a Collaborative Delivery Team Information Delivery Plan and BIM Execution Plan; and,

1.1.5. makes the best data driven evidence-based decisions.

2.0 DELIVERY PARTNER DUTIES

2.1 The *Delivery Partner* shall:

2.1.1 provide the Works and the Service in accordance with the agreed BIM Execution Plan, in response to the Clients Employers Information Requirements and Information Delivery Plan (IMP) accepted by the *Client*;

2.1.2 operate a S-CDE as defined within the Employers Information Requirements;

2.1.3 deliver digital, data, information including infrastructure, and associated capability in accordance with the Employers Information Requirements;

2.1.4 provide assurance and evidence on request that digital data and information requirements are being implemented both at organisation and Project level on request from the *Client*; and,

2.2 The *Consultant* shall complete the Property Flood Resilience Outcome reporting tool at the end of each Call-off Contract, in accordance with Schedule 9. This tool shall be used to collate outcomes prior to the publication of the Employees Information Requirements.

2.3 The *Delivery Partner* complies with the *Clients* requirement on security by:

2.3.1 ensuring all systems processing data are accredited to a level commensurate with the defined Business Impact Level assigned to the data by the Executive Data Custodian. The accreditation process flows the current standards mandated by His Majesty's

Government and detailed in the Employers Information Requirements. Satisfactory accreditation is achieved following the signed-off by the *Client*.

2.3.2 demonstrating how it manages related systems and data that have Confidentiality Levels of 2 and Security requirements defined within the Employers Information Requirements;

2.3.3 providing data of its business continuity arrangements for Client data and systems appropriate to their integrity, availability and confidentiality, including how the business continuity plans will be maintained and tested.

2.4 Where requested, the *Delivery Partner* supports the *Client* to achieve their objectives where within the Scope of this Framework Agreement. *Client* requests are Called-Off under the Framework and include the following activities:

2.4.1 The *Client* and *Delivery Partner* sets out governance arrangements in the Information Delivery Plan to address performance, service and operational issues; data standards, data maintenance and data exchange; security; business continuity and change management.

2.4.2 The *Delivery Partner* protects all information assets to a standard commensurate with the *Client's* Employers Information Requirements and defined Government Security Classifications[1], as advised or agreed by the *Client* and subject to audit by the *Client*. This includes any proposed computer-based and associated support services.

2.4.3 The *Delivery Partner* has responsibility for implementing digital developments in the way that they manage and present the information and data to meet the Employers Information Requirements as described in their Framework and Project BIM Execution Plan.

2.5 **Within six (6) weeks of the publication of the Clients Employers Information Requirements**, the *Delivery Partner* will submit a Framework BIM Execution Plan to the *Client* for acceptance.

2.6 **Within six (6) weeks of any changes to the Clients Employers Information Requirements**, the *Delivery Partner* will update their Framework BIM Execution Plan and submit it to the *Client* for acceptance.

2.7 **At the end of the Framework**, or at any other point determined by the *Client*, the *Delivery Partner* provides their project and programme data to the *Client* in a format determined by the *Client* in the Employers Information Requirements and Information Development Plan.

3.0 CLIENT DUTIES

3.1 The *Client* shall:

3.1.1 operate a Common Data Environment;

[1] May-2018_Government-Security-Classifications-2.pdf (publishing.service.gov.uk)

3.1.2 retain full intellectual property rights to data throughout the duration of the Framework; and,

3.1.3 notify the Delivery Partner of any changes in standards, systems or processes as a change to the Employers Information Requirements.

3.2 **Upon commencement of the Framework**, the *Client* shall provide access to the Delivery *Partner* Information Management roles by agreement in the IMP and subject to the security and service level requirements of paragraph 3.

3.3 **Within one (1) year of the commencement of the Framework**, the *Client* shall:

3.3.1 publish an Employers Information Requirement. This will set out the *Clients* minimum requirements for information and data management that the *Delivery Partner* must comply with and will form part of the *Clients* Minimum Technical Requirements, see Schedule 12.

3.3.2 where appropriate, update this Schedule to align with the Employers Information Requirement. Any changes to this Schedule will be carried out in accordance with the Change Control Process set out in Schedule 6.

4.0 CONSTRAINTS AND OTHER CONSIDERATIONS

4.1 The Clients operating systems, procedure and protocols

4.1.1 Asset Information Management System Operation and Maintenance (AIMS OM)

a) Is the inventory for main river watercourse, and coastal flood defences, mechanical and electrical and all other assets operated and maintained with asset management in England;

b) does not include buildings, plant or IT assets;

c) does support the management of asset inspections and manages maintenance activities;

d) It is cloud hosted applications delivered by AMX.

4.1.2 AIMS Datastore, Rules and Visualisation (AIMS DRV)

a) Asite is used for Client Common Data Environment as a collaborative file and exchange in line with ISO19650 – 3.

b) The same platform is also used by AIMS Store to manage operational documents and the transformation of existing documentation is underway.

4.1.3 AIMS Programme Delivery (AIMS PD)

a) Contract management system supports the management and administration of NEC Contract Forms. It is accessed by all roles as defined under NEC; supporting workflow between all parties.

5.0 STANDARDS AND GUIANCE TO BE USED

5.1 The *Client* and the Delivery Partner deliver the services detailed in this Schedule in line with the Client's, Government's and industry's standards or guidance set out in Table 11-1.

Table 11-1: Standards or guidance to be used

Document title	Link
Data Requirements Library	Available online here: GOV.UK
ISO19650:1:2018 Organization and digitization of information about buildings and civil engineering works, including building information modelling (BIM) — Information management using building information modelling	Available online here: iso.org.uk

SCHEDULE 12: TECHNICAL REQUIREMENTS

1.0 OVERVIEW

1.1. This Schedule sets out the *Clients* technical requirements for the delivery of services under this Framework Agreement.

2.0 DELIVERY PARTNER DUTIES

2.1 The *Delivery Partner* shall:

2.1.1 meet, or where appropriate exceed, the property flood resilience Minimum Technical Requirements (see Table 12-2);

2.1.2 meet the qualification and skill requirements defined in Table 12-1. These qualifications and skills are the minimum requirement of the *Key Persons*, defined in Schedule 6 and Schedule 9.

Table 12-1: Qualifications and skills

Key Person	QCF minimum level	Qualification / experience
Framework Director	4-8	Management related qualifications and/or experience of managing frameworks. Several years' [2] experience of managing Frameworks. Has the authority, resources and capability to resolve framework level issues. Will have the ability to introduce other resources to ensure delivery of the requirements of this framework.
Framework Manager	4-8	Management related qualifications and/or experience of managing frameworks.

[2] Several years' experience this is a variable number of years where an individual can demonstrate the ability to meet the requirements of the role with the correct level of skill, knowledge and experience.

		Several years' experience of managing Frameworks.

Roles specified as being held by Certified Competent Property Flood Resilience Practitioners, as defined in Schedule 18, must provide evidence to the Client as per Schedule 6 and Schedule 9. Qualification and skill requirements for roles specified as Certified Competent Property Flood Resilience Practitioners, are defined by the certification body.

2.1.3 provide property owners a minimum five (5) year manufacturers' warranty on all products, as per the Minimum Technical Standards, see Table 12-2.

2.1.4 identify any element of the Minimum Technical Requirements that does not comply with current practice or impair the ability of the *Delivery Partner* to deliver best practice.

2.2 **Upon commencement of the Framework**, the *Delivery Partner* shall submit, for assurance, to the *Client* a directory of products that are expected to be used and evidence of how they meet the Minimum Technical Requirements. No product shall be used until assurance is confirmed in writing from the *Client*.

2.3 **Each quarter**, on the anniversary of the frameworks' commencement, the *Delivery Partner* shall attend Framework Manager Group meetings, see Schedule 6, and flag any element of the Minimum Technical Requirements that does not comply with current practice or impair the ability of the *Delivery Partner* to deliver best practice.

2.4 **Within twelve (12) months** of the Frameworks' commencement, the *Delivery Partner* shall:

2.4.1 hold a Quality Management System accredited to ISO 9001:2015 or equivalent and provide evidence to the *Client* for written approval.

2.4.2 all required relevant staff (as identified in the organogram submitted as part of the tender document, see Schedule 18) have obtained Competent Property Flood Resilience Practitioner certification; and

2.4.3 all remaining staff have completed and pass the relevant training modules for their position.

2.5 **Every year**, on the anniversary of the frameworks' commencement, the *Delivery Partner* shall:

2.5.1 submit, for assurance, to the Client an updated directory of products that are expected to be used and evidence of how they meet the Minimum Technical Requirements. No product shall be used until assurance is confirmed in writing from the Client.

2.5.2 provide a copy of their ISO 9001:2015 certificate or equivalent evidence to the *Client* for written approval.

2.6 If the *Delivery Partner* proposes to use a product that is not contained within their assured directory of products, evidence shall be provided to the Client for assurance prior to its acceptance for use on Call-off Contracts. No product shall be used until assurance is confirmed in writing from the *Client*.

2.7 Where the Minimum Technical Requirements are updated by the *Client*, the *Delivery Partner* shall review and submit, for assurance, to the *Client* a directory of products that are expected to be used and evidence of how they meet the Minimum Technical Requirements within six (6) weeks. No product shall be used until assurance is confirmed in writing from the Client.

2.8 If the *Delivery Partner* considers that the Minimum Technical Requirements are preventing the 'best' delivery across a Project (in terms of efficiency and/or effectiveness), the *Delivery Partner* will adhere to the Design Variation Process set out in Section 4.2 of this Schedule.

2.9 As part of the *Clients* ambition to continually improve delivery standards, the Minimum Technical Requirements will be reviewed annually or where changes are made across the sector that impact on the delivery of Services under this Framework Agreement. Should the *Client* wish to use the services of the *Delivery Partner* to collaborate in this activity, it will be subject to a separate Call-off Contract.

3.0 CLIENT DUTIES

3.1 The *Client* shall:

3.1.1 use the Minimum Technical Requirements to set the lowest acceptable standard required;

3.1.2 adhere to the Design Variation Process set out in Section 4.2 of this Schedule;

3.1.3 review the Minimum Technical Requirements annually or where changes are made across the sector that impact on the delivery of Services under this Framework Agreement for example, changes to the Code of Practice for Property Flood Resilience; and,

3.1.4 ensure that any revision to the Minimum Technical Requirements is detailed and if a commercial adjustment is required to standard pricing methodology (*Client* set prices), the revision to the approach will be discussed, revised and agreed with the *Delivery Partner*.

3.2 Changes to the Minimum Technical Requirements are not retrospective or applied to 'live contracts'. If there is an advantage or a necessity to apply to live contracts this will be done using contract instruction and NEC4 change control processes.

3.3 **Upon commencement of the Framework**, the *Client* shall ensure that the *Delivery Partner* has access to all technical standards.

3.4 **Within one (1) year of the Framework commencement**, the *Client* shall publish an Employers Information Requirements, as part of the Minimum Technical Requirements. For further information see Schedule 11.

4.0 CONSTRAINTS AND OTHER CONSIDERATION

4.1 Basis of the Minimum Technical Requirements

4.1.1 Minimum Technical Requirements include design and specifications for products and services related to, but not limited to, property flood resilience, civil engineering, MEICA (Mechanical, Electrical, Instrumentation Control and Automation) and, BIM (Building Information Modelling). Many of these other subject areas are referred to in the Minimum Technical Requirements by reference to other specifications. Some of these other specifications are referred to as Minimum Technical Requirements.

4.1.2 All technical standards are held on a SharePoint site accessible to the *Client*, *Delivery Partners* and Others, as defined in Z1.14.

4.1.3 Where any particular or supplementary clause may conflict or be inconsistent with any provision of the Minimum Technical Requirements, the Scope shall prevail, over the supplementary clause. The Project Manager shall be informed of any inconsistencies.

4.1.4 The numbering of the supplementary clauses follows the numbering system of the Minimum Technical Requirements.

4.1.5 Where the Scope refers to the "*Project Manager*" or "*Engineer*," this is interpreted as meaning the "*Project Manager*," "*Service Manager*" and /or the "*Supervisor*" as the context demands. If the *Delivery Partner* is in any doubt as to whether a matter should be raised with the *Project Manager* or *Supervisor*, they shall ask the *Project Manager*/*Service Manager* to decide the issue.

4.1.6 Where the specification refers to plan or equipment, the following definitions are to apply:

a) "Plant" is items which (together with Materials) are intended to be included (incorporated) in the Works: and,

b) "Equipment" is items provided by the *Delivery Partner* and used by them to provide the Works.

4.1.7 References in the Scope to equipment, should be read as references to Plant or Equipment, as the context requires.

4.1.8 If the *Delivery Partner* is in any doubt as to an interpretation, the matter should be raised with the Project Manager who shall decide the issue in accordance with the contract procedures.

4.1.9 Reference in the Scope to the *Employer*, *Client* or *Purchaser* shall be read as references to the Client as the contract requires.

4.1.10 References in the Scope to the Site shall be read as references to the Working Area.

4.2 Design Variation Process

4.2.1 The Design Variation Process is used when a Call-off Contract proposes to not use the Minimum Technical Requirements as they are preventing the 'best' delivery and a lesser or alternative standard is proposed. This may occur across a whole scheme or to an individual property.

4.2.2 The Design Variation Process will be completed within three (3) weeks to achieve a decision. Only those authorised by the procedure can reduce the standard of the Minimum Technical Requirements. Individual authorised to do so are listed within the property flood resilience Minimum Technical Requirements, see Table 12-2.

4.2.3 The Design Variation Process is set out in the property flood resilience Minimum Technical Requirements, see Table 12-2.

4.2.4 No product shall be used until assurance is confirmed in writing from the *Client*.

4.2.5 Failure to comply with the Design Variation Process triggers the Performance Hearing Procedure, as defined in Schedule 8.

5.0 STANDARDS OR GUIDANCE TO BE USED

5.1 The *Client* and the Delivery Partner deliver the services detailed in this Framework Agreement in line with the Client's, Government's and industry's standards or guidance set out in Table 12-2.

Table 12-2: Standards or guidance to be used

Document title	Link
Property Flood Resilience Minimum Technical Requirements	Available online here: Property Flood Resilience Minimum Technical Requirements
ISO 9001:2015 Quality management systems — Requirements	Available online here: iso.org

SCHEDULE 13: INNOVATION

1.0 OVERVIEW

1.1. This Schedule sets out the *Clients'* requirements and expectations regarding innovation across this Framework Agreement.

1.2. The *Clients'* aim is for 'open innovation' which means purposefully sharing and collaborating on innovation across organisational boundaries including the whole supply chain, creating a shared culture of continuous improvement to maximise the opportunities and outcomes.

1.3. The *Client* and the *Delivery Partner* adopt and maintain collaborative behaviours at the heart of service delivery. Collaboration is key to maximising the benefits from innovation across individual Projects and Programmes.

2.0 DELIVERY PARTNER DUTIES

2.1 The *Delivery Partner* shall use innovation and continuous improvement to deliver the Clients' programme efficiently and effectively to drive best value, using innovative solutions and processes that deliver improved whole life value and outcomes for people and the environment.

2.2 The *Delivery Partner* facilitates 'open innovation' by allowing the whole supply chain to collaborate and participate, helping to overcome challenges and deliver more efficiently. This will be achieved by, amongst other things, using the wealth of experience from across the Clients' Frameworks and wider industries and sectors.

2.3 The *Delivery Partner* shall embrace 'open innovation' by:

2.3.1 sharing latest ideas and innovations with other *Delivery Partners* and their supply chains to help achieve the *Clients'* overall programme targets;

2.3.2 co-developing and collaborating openly on innovative solutions, best practice, and latest ideas;

2.3.3 working with the *Client* and other *Delivery Partners* in a constructive way to identify and help to address barriers to innovation;

2.3.4 ensuring active uptake and participation by staff in innovation and best practice sharing events;

2.3.5 building relationships with other external projects, *Clients* and supply chains including through cross sector collaboration.

2.4 **Each quarter on the anniversary of the framework commencement**, the Delivery Partner shall:

2.4.1 attend Framework Managers Group meetings, see Schedule 6, and flag any emerging innovation challenges, opportunities, and examples of best practice; and,

2.4.2 report on the benefits realised through innovation solutions via the Success Reporting Tool, see Schedule 6.

2.5 **Every six (6) months**, on the anniversary of the framework commencement, the *Delivery Partner* shall attend an innovation workshop, see Schedule 6, to identify lessons learnt and barriers to innovation, share best practice and identify and commit to take forward opportunities for innovative solutions and processes.

3.0 CLIENT DUTIES

3.1 The *Client* will lead and have ultimate responsibility for the development and implementation of a Framework Innovation Strategy across all Framework(s), setting the vision and strategic approach for encouraging and managing innovation to achieve Framework objectives.

3.2 **Each quarter**, on the anniversary of the framework commencement, the *Client* shall:

3.2.1 facilitate Framework Managers Group meetings, see Schedule 6, and flag any emerging innovation challenges, opportunities and examples of best practice; and,

3.2.2 collate the benefits realised through innovation solutions via the Success Reporting Tool, and share across the Framework Management structure, see Schedule 6.

3.3 **Every six (6) months**, on the anniversary of the framework commencement, the *Client* shall facilitate an innovation workshop, see Schedule 6, to identify lessons learnt and barriers to innovation, share best practice and identify opportunities for innovative solutions and processes.

4.0 CONSTRAINTS AND OTHER CONSIDERATIONS

4.1 Innovation performance review

4.1.1 In cases where there is a potential conflict between the proposal for innovation and Minimum Technical Standards, then the proposal is subject to acceptance in writing by the *Client*.

5.0 STANDARDS OR GUIDANCE TO BE USED

5.1 Not applicable.

SCHEDULE 14: DATA PROTECTION

1.0 OVERVIEW

1.1. This Schedule sets of the Clients requirements for complying with Data Protection Legislation including:

1.1.1. Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law (EU GDPR)

1.1.2. Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (UK GDPR).

1.1.3. The Data Protection Act 2018 (DPA 2018)

2.0 DELIVERY PARTNER DUTIES

2.1 The *Delivery Partner* shall:

2.1.1 acknowledge that for the purpose of the Data Protection Legislation, the *Client* is the Controller, and the *Delivery Partner* is the Processor. The only processing that the Delivery Partner is authorised to do is listed in Annex 1, of this Schedule, by the *Client* and may not be determined by the *Delivery Partner*.

2.1.2 notify the *Client* immediately if it considers that any of the Client's instructions infringe the Data Protection Legislation;

2.1.3 provide all reasonable assistance to the *Client* in the preparation of any Data Protection Impact Assessment prior to commencing any processing. This may 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 Services;

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.

2.1.4 subject to clause 2.1.9, notify the *Client* immediately if it:

a) receives a Data Subject Access Request (or purported Data Subject Access 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 obligation under the Data Protection Legislation;

d) received any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Framework;

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.

2.1.5 provide the *Client* with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 2.1.4 (and insofar as possible within the timescales reasonably required by the *Client*) including by promptly providing:

a) the *Client* with full details and copies of the complaint, communication or request;

b) such assistance as is reasonably requested by the *Client* to enable the *Client* to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

c) the *Client*, at its request, with any Personal Data it holds in relation to a Data Subject;

d) assistance as requested by the *Client* following any Data Loss Event;

e) assistance as requested by the *Client* with respect to any request from the Information Commissioner's Office, or any consultation by the *Client* with the Information Commissioner's Office.

2.1.6 maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the *Delivery Partner* employs fewer than 250 staff, unless:

a) the *Client* determines that the processing is not occasional;

b) the *Client* determines the processing includes special categories of data as referred to in Article 9 (1) of the General Data Protection Regulation (UK GDPR) or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; and,

c) the *Client* determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

2.1.7 allow for audits of its Data Processing activity by the *Client* or the Client's designated auditor; and,

2.1.8 designate a data protection officer if required by the Data Protection Legislation.

2.1.9 ensure that its obligation to notify under clause 2.1.4 shall include the provision of further information to the *Client* in phases, as details become available.

2.2 Personal Data

2.2.1 The *Delivery Partner* shall:

a) only process Personal Data in accordance with the Annex 1 of this Schedule unless the *Delivery Partner* is required to do otherwise by Law. If required, the Supplier shall promptly notify the *Client* before processing the Personal Data unless prohibited by law;

b) ensure that *Delivery Partner* Personnel do not process Personal Data except in accordance with this Framework Agreement;

c) ensure that it takes all reasonable steps to ensure the reliability and integrity of Delivery Partner Personnel who have access to the Personal Data and ensure that they:

i. are aware of and comply with the *Delivery Partner* duties under this clause;

ii. are subject to appropriate confidentiality undertakings with the *Delivery Partner* or any sub-processor;

iii. 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 by the Client or as otherwise permitted by this Framework Agreement; and,

iv. have undergone adequate training in the use, care, protection and handling of Personal Data.

d) Where the Personal Data is subject to UK GDPR, not transfer Personal Data outside of the UK unless the prior written consent of the *Client* has been obtained or unless directed in writing by the *Client* and in either case, the following conditions are fulfilled:

i. the transfer is in accordance with Article 45 of the UK GDPR (or section 73 of DPA 2018); or

ii. the *Client* or the *Delivery Partner* has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or DPA 2018) as determined by the *Client*;

iii. the Data Subject has enforceable rights and effective legal remedies;

iv. the *Delivery Partner* 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 bound, used its best endeavours to assist the *Client* in meeting its obligations); and,

v. the *Delivery Partner* complies with any reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data.

e) where the Personal Data is subject to EU GDPR, not transfer such 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 transfer is in accordance with Article 45 of the EU GDPR; or

ii. the Controller or the Processor has provided appropriate safeguards in relation to the transfer in accordance with Article 46 of the EU GDPR as determined by the Controller which could include relevant parties entering into Standard Contractual Clauses in the European Commission's decision 2021/914/EU set out in Annex 3 to Schedule 31 (Processing Personal Data) or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time as well as any additional measures determined by the Controller;

iii. the Data Subject has enforceable rights and effective legal remedies;

iv. the Processor complies with its obligations under the EU GDPR 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

v. the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data; and

f) at the written direction of the *Client*, delete or return Personal Data (and any copies of it) to the *Client* on termination of the Framework unless the Supplier is required by Law to retain the Personal Data.

2.3 <u>Sub processor</u>

2.3.1 Before allowing any Sub-processor to process any Personal Data related to this Framework, the *Delivery Partner* must:

a) notify the *Client* in writing of the intended Sub-processor and processing;

b) obtain the written consent of the *Client*;

c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this 2.3 such that they apply to the Sub-processor; and,

d) provide the *Client* with such information regarding the Sub-processor as the *Client* may reasonably require.

2.3.2 The *Delivery Partner* shall remain fully liable for all acts or omissions of any Sub-processor. The *Client* may, at any time on not less than thirty (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 Framework Agreement).

2.4 **Upon commencement of the Framework**, the *Delivery Partner* shall submit a statement setting out what Protective Measures are in place to protect against a Data Loss event. This statement should include:

2.4.1 nature of the data being protected;

2.4.2 harm that might result from a Data Loss Event;

2.4.3 state of technological development; and,

2.4.4 cost of implementing any measures.

3.0 CLIENT DUTIES

3.1 Not applicable

4.0 CONSTRAINTS AND OTHER CONSIDERATIONS

4.1 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The *Client* may on not less than 30 working days' notice to the *Delivery Partner* amend this Framework to ensure that it complies with any guidance issued by the Information Commissioner's Office.

4.2 <u>Schedule of Processing, Personal Data and Data Subjects Processing, Personal Data and Data Subjects</u>

4.2.1 The *Delivery Partner* shall comply with any further written instructions with respect to processing by the Client.

4.2.2 Any such further instructions shall:

a) be incorporated into this Schedule as an Annex;

b) include the information set out in Table 14-1.

Table 14-1: Additional data processing description requirements

Description details	
Subject matter of the processing	*[Insert Description - This should be a high level, short description of what the processing is about i.e., its subject matter]*
Duration of the processing	*[Insert a description clearly setting out the duration of the processing including dates]*
Nature and purpose of the processing*	*[Insert description, please be as specific as possible, but make sure that you the processing cover all intended purposes]*
Type of Personal Data	*[Examples here include name, address, date of birth, National Insurance number, telephone number, pay, images, biometric data etc]*
Categories of Data Subject	*[Examples include Staff (including volunteers, agents, and temporary workers), Client's/ Clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]*
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	
[Describe how long the data will be retained for, how it be destruction of the data returned or destroyed]	

* 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.

The purpose might include employment processing, statutory obligation, recruitment assessment etc

5.0 STANDARDS OR GUIDANCE TO BE USED

5.1 The *Client* and the *Delivery Partner* deliver the services detailed in this Schedule in line with the Client's, Government's and industry's standards or guidance set out in Table 14-2.

Table 14-2: Standards or guidance to be used

Document title	Link
General Data Protection Regulation (EU GDPR)	Available online here: gdpr.eu
UK GDPR	Available online here: UK GDPR UK GDPR Updated for Brexit | UK GDPR (uk-gdpr.org)
Data Protection Act 2018	Available online here: GOV.uk

Guidance as to when Data Protection Impact Assessment is required	Available online here: iso.org.uk

ANNEX 14-1: SCHEDULE OF PROCESSING, PERSONAL DATA AND DATA SUBJECTS PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. The *Delivery Partner* shall comply with any further written instructions with respect to processing by the *Client*.

2. Any such further instructions shall be incorporated into this Annex.

DESCRIPTION DETAILS

Subject matter of the processing

[Insert Description - This should be a high level, short description of what the processing is about i.e. its subject matter]

Duration of the processing

[Insert a description clearly setting out the duration of the processing including dates]

Nature and purposes of the processing

[Insert description, please be as specific as possible, but make sure that you the processing cover all intended purposes].

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.

The purpose might include employment processing, statutory obligation, recruitment assessment etc]

Type of Personal Data

[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), *Client*'s/ *Client*s, suppliers, patients, students / pupils, members of the public, users of a particular website etc]

Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data

[Describe how long the data will be retained for, how it be destruction of the data returned or destroyed]

ANNEX 14-2: DATA PRIVACY NOTICE

The Environment Agency is the data controller collecting this personal data. You can contact our Data Protection Officer at:

Address: [redacted]

Email:

Why are we collecting personal data and what we will do with it?

We will collect personal data that you provide us in order to allow us and you to meet our obligations under this Framework Agreement, Work Order or Time Charge Order. Processing is therefore necessary for the performance of a contract to which you are a party. Any personal data that you provide us will be stored securely on our IT systems in an area with restricted access and is password protected.

Sharing and transferring personal data

We may share your personal data with:

- other Collaborative *Delivery Partner* operating in different hubs;
- other Defra Group organisations; or
- other Contracting Authorities seeking to use this Framework Agreement.

Please note that where any commercially sensitive information/confidential information is provided to us with personal data, we will treat this in accordance with the terms of the Collaborative Delivery Framework in addition to the protections outlined in this Privacy Notice. We will not transfer the personal data that you provide outside the European Economic Area without obtaining your consent first.

How long we hold personal data for

We will keep all personal data that you send us for 7 years after the expiry of the Framework Agreement, the final Work Order or the final Time Charge Order whichever is the latest.

Your rights

You have rights under the General Data Protection Regulation (GDPR) and the Data Protection Act 2018 (DPA 2018). The Information Commissioner's Office (ICO) is the supervisory authority for data protection legislation.

The ICO website has a full list of your rights under data protection legislation, you can access this here: https://ico.org.uk/for-organisations/guide-to-the-general-data-protection- regulation-gdpr/individual-rights

You have the right to lodge a complaint with the ICO at any time. Should you wish to exercise that right full details are available at: https://ico.org.uk/make-a-complaint

SCHEDULE 15: COMMUNICATION AND ENGAGEMENT

1.0 OVERVIEW

1.1. This Schedule sets out the requirements for delivering excellent communications and engagement with stakeholders external to the *Client*. This schedule has been developed to reflect the aspirations of the *Clients* Environment Agency EA2025 (corporate plan) and the (National) Flood and Coastal Erosion Risk Management Strategy for England.

1.2. The *Clients* strategic engagement objectives are:

1.2.1. to have a capable, confident flood and coastal erosion risk management workforce who understand what good engagement looks like and use it every day to work well with others;

1.2.2. to be working collaboratively with more stakeholders to understand how to best manage flood risk locally at a community and catchment scale;

1.2.3. to share a vision of flood risk management and the parts all stakeholders, including other Risk Management Authorities and communities, play in managing it now and in the future;

1.2.4. to work with local, national, and international, public, and private organisations and groups to deliver more flood and coastal risk management outcomes and associated benefits;

1.2.5. to have increased the number of people who are better prepared for and more resilient to flooding; and,

1.2.6. to work with other stakeholders (for example third sector organisations) to help communities and businesses take greater ownership of their flood risk and local flood and coastal risk management decision making, where they could influence decisions.

1.3. The Property Flood Resilience Strategic Communication Plan, see Table 15-1, reviewed annually, sets out how the Client and Delivery Partner will work together to deliver these engagement objectives by:

1.3.1. promoting the use and benefits of property flood resilience;

1.3.2. promoting the use and benefits of this Framework; and,

1.3.3. actively supporting the Clients aim of mainstreaming property flood resilience and empowering people to build back better after a flood, as per Flood and Coastal Erosion Risk Management Strategy Roadmap ambition 2.

1.4. Each Call-off Contract is required to have a Stakeholder Engagement Plan which will be led by the Client and considered in the context of wider local and national strategic engagement activity, see Schedule 9.

2.0 DELIVERY PARTNER DUTIES

2.1 The Delivery Partner shall:

2.1.1 adhere to the *Clients* principles of good engagement through the working with others approach;

2.1.2 develop all communication and engagement material in line with the *Clients* writing style and branding guidance (including site signage), see Table 15-1;

2.1.3 comply with accessibility legislations regarding digital publications, see Table 15-1;

2.1.4 develop all media material in line with the *Clients'* media usage guidelines, see Table 15-1;

2.1.5 create a catalogue of photographs that can be used by all parties in publications, social media channels and communications materials, in line with the *Clients'* branding guidance, see Table 15-1;

2.1.6 ensure any consultations are developed in line with the *Clients'* consultation guidance, see Table 15-1;

2.1.7 follow all rules set out by the *Client* regarding marketing and advertising exemptions, see Table 15-1;

2.1.8 demonstrate communication and engagement skills of the required standard in line with the *Clients'* Customer Service Commitment and agreed behaviours, see Table 15-1;

2.1.9 only use *Client* approved communication tools and models, see Table 15-1; and,

2.1.10 conduct all communications and engagement in line with the *Clients'* equality, diversity and inclusion principles and standards, as set out in Schedule 5.

2.2 The *Delivery Partner* shall not communicate through Press or Social Media without written approval from the *Client*, in line with the Property Flood Resilience Strategic Communication Plan.

2.3 **Upon commencement of the Framework**, the *Delivery Partner* shall support, through attendance and participation at a workshop, the development of the Clients Property Flood Resilience Strategic Communication Plan and commit to delivering the activities identified, see Table 15-1.

2.4 **Each quarter**, on the anniversary of the framework commencement, the *Delivery Partner* shall provide an update to the *Client* on the delivery of agreed activities within the *Clients*' Property Flood Resilience Strategic Communication Plan.

2.5 **Each year**, on the anniversary of the framework commencement, the *Delivery Partner* shall:

2.5.1 attend and contribute to a lesson learnt workshop, see Schedule 6, on the delivery of the Clients annual Property Flood Resilience Strategic Communication Plan; and,

2.5.2 collaborate, including attendance at a communication plan development meeting (see Schedule 6), with the Client to update the Clients Property Flood Resilience Strategic Communication Plan and commit to delivering the communication activities identified.

3.0 CLIENT DUTIES

3.1 The *Client* shall develop and maintain an annual Property Flood Resilience Strategic Communication Plan, setting out the aims and objectives of all communication activities related to property flood resilience.

3.2 Where the aims and objectives of the annual Property Flood Resilience Strategic Communication Plan change, for example due to changes in government policy or in response to a flooding incident, the *Client* shall inform the *Delivery Partner* in writing at the earliest opportunity.

3.3 Upon commencement of the Framework, the Client shall:

3.3.1 ensure the *Delivery Partner* has access to and is informed of any changes to communications and engagement standards and guidance set out in Table 15-1; and,

3.3.2 collaborate with the *Delivery Partner* to identify how they can support the delivery of the annual Property Flood Resilience Strategic Communication Plan and commit to delivering the activities identified, see Table 15-1.

3.4 **Each quarter**, on the anniversary of the framework commencement, the Client shall monitor delivery of agreed activities within the Property Flood Resilience Strategic Communication Plan.

3.5 **Each year**, on the anniversary of the framework commencement, the Client shall:

3.5.1 facilitate a lesson learnt workshop on the delivery of the annual Property Flood Resilience Strategic Communication Plan; and,

3.5.2 collaborate with the Delivery Partner to update the Property Flood Resilience Strategic Communication Plan and commit to delivering the activities identified.

4.0 CONSTRAINTS AND OTHER CONSIDERATIONS

4.1 Pre-election periods

4.1.1 The Client will share Government advice on communications and engagement during pre-election periods.

4.1.2 The Client and Delivery Partner shall act in accordance with pre-election Government advice on communications and engagement.

5.0 STANDARDS OR GUIDANCE TO BE USED

5.1 The *Client* and the *Delivery Partner* deliver the services detailed in this Schedule in line with the Clients', Government's and industry's standards or guidance set out in Table 15-1.

Table 15-1: Standards or guidance to be used

Document title	Link
Environment Agency: EA2025 creating a better place	Available online here: GOV.UK
National Flood and Coastal Erosion Risk Management Strategy for England.	Available online here: GOV.UK
Property Flood Resilience Strategic Communication Plan Scoping document	Available here: SharePoint
Flood and Coastal Erosion Risk Management Strategy RoadMap to 2026	Available online here: GOV.UK
Working with Others: a guide for staff	Available here: SharePoint
Environment Agency style guide	Available here: SharePoint
Guidance and tools for digital accessibility	Available online here: GOV.UK
Publishing accessible documents: guidance	Available online here: GOV.UK
Consultation Principles	Consultation Principles
Marketing and Advertising Exemption Guidance	Available here: SharePoint
Branding	Branding
Social Media Policy and Guidance	Available here: SharePoint
Environment Agency Customer Service Commitment	Available online here: GOV.UK
Government Consultation Principles: Guidance	Available online here: GOV.UK
Collaborative working behaviours	Collabrative working behaviours

SCHEDULE 16: INCIDENT MANAGEMENT

1.0 OVERVIEW

1.1. This Schedule sets out the *Client's* incident management requirements.

1.2. The *Client* is a Category 1 responder under the Civil Contingencies Act 2004 which means it has a legal obligation to prepare for emergencies and be at the core of the multi-agency response to a major incident. The *Clients* duties are listed under section 2 (1) of the Act, see Table 16-1.

1.3. The *Client* does not have responsibility for the operation or maintenance of property flood resilience. This is the responsibility of the property owner and/or tenant.

1.4. After a flood, the *Client* (and other Risk Management Authorities) may be interested in the effectiveness of historic property flood resilience installations.

2.0 DELIVERY PARTNER DUTIES

2.1 The *Delivery Partner* does not have a role under this Framework Agreement in the following incident lifecycle stages: assess, anticipate, plan, prepare or respond.

2.2 Where the *Clients* response to an incident may impact upon work being undertaken through a Call-off Contract then the requirements of the Call-off Contract apply.

2.3 Incident recovery

2.3.1 The Lot 1 *Delivery Partner* may be asked, via Framework Call-Off, to identify properties benefitting from property flood resilience that have been impacted by flooding to enable the Client to plan a proportionate and collaborative response.

2.3.2 The Lot 1 *Delivery Partner* may be asked, via Framework Call-Off, to complete property flood resilience effectiveness surveys in response to flooding. Further information is provided in the Property Flood Resilience Minimum Technical Requirements, see Schedule 12.

3.0 CLIENT DUTIES

3.1 The *Client* communicates to the *Delivery Partner* which business critical activities continue during and after incidents including who is sustaining them and supporting all other staff to focus on the incident when required, using a phased approach depending on the size of the incident.

3.2 The *Client* retains sole responsibility for management of a flood incident. The *Delivery Partner* shall not act on behalf of the *Client* during any incident lifecycle stage: assess, anticipate, plan, or prepare and respond.

3.3 The *Client* will Call-Off any incident recovery activities, listed in Section 2.3 of this Schedule, at the earliest opportunity.

4.0 CONSTAINTS AND OTHER CONSIDERATIONS

4.1 The *Client* operates a flood warning service for homes and business at risk of flooding. Call-off Contracts require the *Delivery Partner* to sign up to this service where available, see Table 16-1.

5.0 STANDARDS OR GUIDANCE TO BE USED

5.1 The *Client* and *Delivery Partner* deliver the services detailed in this Schedule in line with the Client, Government and industry standards or guidance set out in Table 16-1.

Table 16-1: Standards or guidance to be used

Document title	Link
Civil Contingencies Act 2004	Available online here: legislation.gov.uk
Signup for Flood Warnings	Available online: GOV.UK

SCHEDULE 17: SOFTWARE

<<< SCHEDULE NOT USED: PAGE INTENTIONALLY LEFT BLANK >>>

SCHEDULE 18: GLOSSARY AND ABBREVIATIONS

A	Schedule (s)
AREA The locations which the Environment Agency operates in England. A map is available here. Multiple Areas are incorporated into an Integrated Delivery Team Area (or hub).	2
ASSURANCE INDICATORS Assurance Indicators are used to monitor the performance of the Delivery Partners against their framework contractual obligations. Compliance against Assurance Indicators is displayed using a traffic light system (red, amber, green) within a Client dashboard(s).	6, 8
AUTHORITY Means an English risk management authority other than the Environment Agency, such as district, metropolitan district and county councils, unitary authorities, Internal Drainage Boards, London boroughs, Highways Authorities and water companies.	2, 14

B	Schedule (s)
BUILD AND BETTER Build Back Better is designed to reduce the cost and impact of future floods by including property resilience measures as part of flood repairs. Build Back Better offers homeowners the chance to install Property Flood Resilience measures up to the value of £10,000 when repairing their properties after a flood. For further information see floodre.co.uk/buildbackbetter	1
BUILDING INFORMATION MANAGEMENT (BIM) This is a digital information resource for a building or assets construction and function as defined by PAS 1192: Building Information Modelling. Download a free copy here.	11, 12
BIM EXECUTION PLAN The objective of developing a BIM Execution Plan (BEP) is to facilitate the management of the information in a BIM project. It can be defined as the plan prepared to streamline how the "Information Modelling" part of a project will be executed	11

C	Schedule (s)
CALL-OFF An individual contract between the Delivery Partner and Client for the provision of services under this Framework Agreement.	1
CLIENT For the purpose of this Framework Agreement, the Client is the Environment Agency. Within Call-off Contracts, the Client is the operating authority that has commissioned the work.	All
COMMERCIAL PIPELINE The current investment programme that achieves the outcomes and targets set by Government for an agreed level of Government Funding over a specified period.	1, 2, 3
COMMERCIAL SERVICES MANAGER Client role embedded in each Integrated Delivery Team Area to provide post-contract award advice, support and assurance to project teams including, but not limited to, contract and framework management, disputes and supplier management / performance.	-
COMMON DATA ENVIRONMENT (CDE) The guide to BS 1192 defines CDE as 'a procedure for managing the iterative development of the design documentation to achieve full integration and spatial coordination of data/information from all participants and offices, and from all originators within project supply chains.'"	11
CONSULTANT The successful organisation delivering the works or services under Lot 1 - Survey, Options & Quality Assurance.	1, 9
CONTRACTOR The successful organisation delivering the works or services under Lot 2 - Detailed Design and Construction.	1, 9

D	Schedule (s)
DATA PROTECTION IMPACT ASSESSMENT An assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.	14

DATA PROTECTION LEGISLATION Means: • the UK GDPR; • the DPA 2018 to the extent that it relates to processing of personal data and privacy; • all applicable Law about the processing of personal data and privacy; and (to the extent that it applies) the EU GDPR;	14
DATA LOSS EVENT Any event that results, or may result, in unauthorised access to Personal Data held by the Delivery Partner under this Framework, and/or actual or potential loss and/or destruction of Personal Data in breach of this Framework, including any Personal Data Breach.	14
DATA LOSS EVENT 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.	14
DATA SUBJECT The identified or identifiable living individual to whom personal data relates.	14
DATA SUBJECT ACCESS 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.	14
DELIVERY PARTNER The Delivery Partner will be the successful organisation delivering the works or services under Lot 1 or Lot 2 in the identified Integrated Delivery Team Area. A Delivery Partner will be either a Consultant or a Contractor.	All
Department of Environment, Food and Rural Affairs (Defra) Department of Environment, Food and Rural Affairs (Defra) is a ministerial department supported by agencies and public bodies, including the Environment Agency.	14

E

	Schedule (s)
EMPLOYERS INFORMATION REQUIREMENTS Sets out the information to be delivered, and the standards and processes to be adopted by the supplier as part of the project delivery process"	8, 11, 12
ENVIRONMENT AGENCY An executive non-departmental public body, sponsored by the Department for Environment, Food & Rural Affairs (Defra).	1, 2, 4, 5, 7, 14, 15

EU GDPR Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law.	14
EXIT PLAN An Exit Plan sets out the process to be followed on expiry or transition of the contract, including the management of service continuity, date/knowledge transfer and any implications on cost and personnel.	6

F

	Schedule (s)
FLOOD AND COASTAL EROSION RISK MANAGEMENT Includes management of all forms of flooding other than sewer flooding caused otherwise than by increased rainwater and flooding caused by burst water mains. It also includes the management of the shoreline on the seaward side of boundaries. This includes flooding by the sea and water-level management in land benefiting from watercourses in the care and control of an authority.	15
FLOOD RISK Flood risk is a combination of the probability (likelihood or chance) of an event happening and the consequences (impact) if it occurred.	1
FRAMEWORK AGREEMENT An agreement between one or more contracting authorities and one or more economic operators, the purpose of which is to establish the terms governing contracts to be awarded during a given period.	All
FRAMEWORK COMMENCEMENT The date of signing the Framework Agreement by the last signing party and the date inserted at the head of this Framework Agreement.	All

G

	Schedule (s)
GENERAL DATA PROTECTION REGULATION (GDPR) Rules relating to the protection of natural persons about the processing of personal data and rules relating to the free movement of personal data.	14

H

	Schedule (s)
HUB The geographic area for which each Integrated Delivery Team represents. These areas incorporate multiple Areas and are illustrated in Schedule 2. These areas are defined as Integrated Delivery Team Areas however sometimes referred to as Hubs.	1

I

	Schedule (s)
INTEGRATED DELIVERY TEAM A team that brings together Environment Agency staff and appointed delivery partners to work in partnership with others to achieve shared programme goals and objectives.	1, 2, 3, 8, 9
INTEGRATED DELIVERY TEAM AREA The geographic area for which each Integrated Delivery Team represents. These areas incorporate multiple Areas and are illustrated in Schedule 2. These areas are sometimes called Hub.	1, 2, 3, 8, 9

K

	Schedule (s)
KEY PERFORMANCE INDICATOR Key Performance Indicators area quantifiable measure that can be used to actively measure the performance of the Delivery Partner over time. Under this Framework Agreement they are used at Call-off level and defined in Schule 9.	6, 8, 9

L

	Schedule (s)
LOT One of several categories of goods or services which a single procurement process has been divided into. This Framework Agreement has been divided into two (2) Lots, as defined in Schedule 1.	1, 2, 8, 9, 16

M	Schedule (s)
MINIMUM TECHNICAL REQUIREMENTS Minimum Technical Requirements (MTR) are those standards of design and workmanship for the projects to be delivered through this Framework.	1, 5, 6, 9, 12, 16

N	Schedule (s)
NOVATION The transfer of both burdens and benefits of a contract; the old contract is destroyed and a new one created.	Deed

O	Schedule (s)
OBJECTIVE A target that a company or partnership intends to achieve	1
OTHERS As defined in Z1.14.	1

P	Schedule (s)
PROPERTY FLOOD RESILIENCE The mitigations that can be taken to help reduce the flood damages experienced by property owners, occupiers and businesses and enable faster recovery in local communities.	All
PROPERTY FLOOD RESILIENCE SOLUTION A suite of property flood resilience mitigations that, when used together, effectively reduce the flood risk of a property.	1
PROPERTY FLOOD RESILIENCE MITIGATION An individual property flood resilience action taken to reduce flood risk. This individual action may be in the form of resistance, recoverability or preparedness.	1
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	14

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 such measures adopted by it.	
PERSONAL DATA Information that relates to an identified or identifiable individual.	14
PREPAREDNESS Measures and actions that can take before flood water reaches a property, which will further limit the impact of flooding, generally fall under preparedness. Examples include the development of emergency plans, flood wardens, signing up to the free Environment Agency flood warning service and moving valuables to a safer place.	1

R	**Schedule (s)**
RESERVE DELIVERY PARTNER A standby delivery partner to provide resilience in the delivery of the Commercial Pipeline. A reserve is in place across each Lot and Integrated Delivery Team Area. They can only be used in accordance with Schedule 8 clause 4.5 or Schedule 2 clause 4.6.2.	2, 6, 8
RESISTANCE Measures which can help prevent water from entering a property, commonly referred to as RESISTANCE measures. This can include, for example, the installation of doors or barriers at door or window apertures as well as automatic air brick, non-return valves and floor membrane.	1
RETENTION A sum of money withheld from payment for a fixed period of time to be used to cover any costs associated with remedying defects that are not corrected by the delivery partner.	Deed
RECOVERABILITY Measures such as raised electrics, hard flooring, waterproof plaster and flood doors, that can limit the damage caused by internal flooding and speed up the time it will take for people to be able to return to a property post flooding.	1

S	Schedule (s)
SCOPE Refers to the boundaries of the project; it defines what the project will deliver and what it will not deliver, as defined in Schedule 1.	1, 2, 4, 5, 12
SMALL- TO MEDIUM-SIZED ENTERPRISE Normally defined by turnover or number of staff. For example, the EU definition is a firm with fewer than 250 employees and an annual turnover less than €50 million and/or a balance sheet of less than €43 million. A quick online search will reveal the parameters that apply in other parts of the world	7
SUB-CONTRACTOR The organisations employed by the *Delivery Partner* to provide the works or services set out in Schedule 1. A sub-contractor forms part of the Delivery Partners supply chain.	5, 6, 7
SUB-PROCESSOR Any third Party appointed to process Personal Data on behalf of the Delivery Partner related to this Framework.	14

U	Schedule (s)
USE CLASS A legal framework which defines what a property is used for, as defined by the Town and Country Planning (Use Classes) Order 1987 (as amended). For the purpose of this Framework Agreement, Use Classes are used to define which property types are within the Scope of Services, as defined in Schedule 1.	1
USER AGREEMENT A required agreement between a contracting authority and the Client to enable use of the framework by the contracting authority.	2, 3
UK DGPR A Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019.	14

LIST OF ABBREVIATIONS

BEP	BIM Execution Plan
BIM	Building Information Modelling
CDE	Common Data Environment
CDM	Construction (Design Management) Regulations 2015
Defra	Department of Environment, Food and Rural Affairs
DPA	Data Protection Act (2018)
EA	Environment Agency
ECC	NEC Engineering and Construction Contract
EDI	Equality, Diversity and Inclusion
EIR	Employers Information Requirements
EU	European Union
FCERM	Flood and Coastal Erosion Risk Management
GDPR	General Data Protection Regulation
IDT	Integrated Delivery Team
MEAT	Most economically advantageous tender
PFR	Property Flood Resilience
PIFRR	Post Installation Flood Risk Report
PSC	NEC Professional Services Contract
SHEW	Safety, Health, Environment and Wellbeing
UK	United Kingdom
VCSE	Voluntary, Community and Social Enterprise

SCHEDULE 19: *DELIVERY PARTNER* TENDER DOCUMENTS

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SCHEDULE 20: *RESERVE DELIVERY PARTNER* TENDER DOCUMENTS

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Q 1.1 Relevant experience and contract examples

Provide a Case Study that demonstrates your previous experience of carrying out hazard assessments and property surveys specific to PFR in residential properties.

The Case Study must be relevant to the type/ nature and size/ scale of projects required under this Framework, as described in Schedule 1 Scope of Services. Additional information can be found in the MTR.

Section 1		
(i)	**The name of the client/ organisation that this service was provided for**	**Solihull Metropolitan Borough Council**
(ii)	**Dates that the services were provided (noting that all examples must have been delivered after October 2018)**	**Phase 1: October 2020 – April 2021: 126 PFR surveys** **Phase 1: June 2021 – October 2022: 124 PIA surveys** **Phase 2: January 2022 – April 2022: 203 PFR surveys**
(iii)	**A named individual at the client, with contact email**	**Dean Ward**
(iv)	**Value of scheme**	[redacted]

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GOV.UK

Modern Slavery Assessment

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Contents

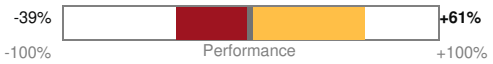
Scoring

Overview

Based on the responses given, performance ratings have been generated to quantify a measure of performance in each of sections of the assessment as well as an overall Total Score.

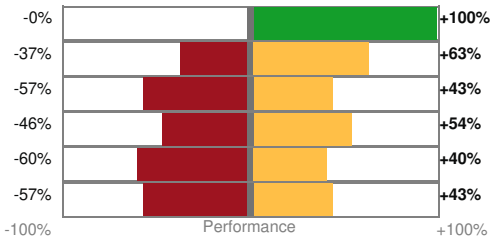
This rating can be used to identify areas of strengths and weaknesses and as a benchmark for assessment-to-assessment growth. Ratings have been coupled with a balanced Red-Amber-Yellow-Green scorecard to provide a visual standard for comparison.

Total Score



Total Score

Score per theme



Governance	Green
Policies and Procedures	Yellow
Risk Assessment and Management	Yellow
Due Diligence	Yellow
Training	Yellow
KPI	Yellow

Recommendations

Overview

A number of suggested improvements have been made, based on a analysis of your responses to the Modern Slavery Assessment. By implementing these suggested improvements, your organisation can improve its modern slavery statement and should be in a stronger position to mitigate modern slavery risks.

Improvements

6 questions

47. Your organisation should ensure its modern slavery policies and codes should include the provisions described in the guidance below. (12)

Your organisation's modern slavery policies and codes should include the following provisions:

- *Adherence to local and national laws*
- *Freedom of workers to terminate employment*
- *Freedom of movement*
- *Freedom of association*
- *Prohibits any threat of violence, harassment and intimidation*
- *Prohibits the use of worker-paid recruitment fees*
- *Prohibits compulsory overtime*
- *Prohibits child labour*
- *Prohibits discrimination*
- *Prohibits confiscation of workers original identification documents*
- *Provides access to remedy, compensation and justice for victims of modern slavery*

If policies and practices are to have the desired effect, they should be supported through effective communications and where appropriate, training, resourcing and collaboration of effort by appropriately skilled personnel. Policies should be established and clearly communicated so that anti-slavery activity within a company and its supply chains becomes embedded as standard practice, which all staff are aware of and incentivised to partner on and support.

Including these provisions explicitly in policies and working towards compliance with these practices in your business and supply chain will put your organisation in a stronger position to prevent modern slavery.

The charging of recruitment fees to workers is a practice underpinning many aspects of modern slavery. For guidance on how your organisation can work to prevent these fees being charged and leading to debt bondage, please see IHRB's Guide to Implementing the Dhaka Principles.

Yes
No
- **Not Applicable**
- **Please explain why you believe this improvement is not applic.**

JBA do not have the practice of charging of recruitment fees to workers.

54. Your organisation should assess its purchasing practices and how this could potentially put pressure on your suppliers, leading to modern slavery. (14/14a)

Organisations can have a profound impact on worker conditions in their supply chains through their purchasing practices. Certain purchasing practices can unintentionally put pressure on suppliers leading to poor recruitment practices, worker conditions and low pay for workers. Some examples of purchasing practices that could create these conditions include:

1) Aggressive pricing that does not consider sustainable production costs

2) Short lead times

3) Late high-volume orders

4) Inaccurate forecasting

5) Late or extended payments

6) Withdrawing from contracts last minute

7) Unfair penalties for not meeting orders despite last minute changes

8) Accuracy of technical specifications

For further guidance, see the Ethical Trading Initiative's Guide to Buying Responsibly .

- **Yes**
  No
  Not Applicable

If applicable, please upload evidence of how you have addressed this improvement.

File Name
Sanctions policy.pdf

58. Your organisation should reconsider how it investigates its suppliers' modern slavery risks. (18)

If an organisation has properly assessed the nature and extent of its exposure to the risk of modern slavery, it is highly unlikely that it will not identify any suppliers to be at higher risks.

Organisations may undertake desk-based research as a first step to understand where the highest risks may be and to help them when engaging suppliers that may be at higher risk.

Organisations should consider using resources like the Responsible Sourcing Tool to help with their research.

- **Yes**
  No
  Not Applicable

60. Your organisation should consider undertaking activity that helps workers in your supply chains have access to representation. (19)

Depending on local laws, workers may be able to join or form a trade union of their own choosing and to bargain collectively for amendments to their working conditions.

For further guidance on how your organisation can help promote freedom of association in your supply chain, see ETI's Freedom of Association in Company Supply Chains: A Practical Guide.

- **Yes**
  No
  Not Applicable

62. Your organisation should consider carrying out the following due diligence measures to ensure workers in your organisation and supply chain are not trapped in debt bondage. (21)

Indirect methods of recruitment can provide an avenue for modern slavery, due to the absence of oversight and governance by the receipt organisation. The recruiter can employ various methods of exploitation such as implementing worker-paid recruitment fees, as a form of debt bondage.

It is important to note that workers can also become trapped in debt bondage for other reasons. Workers can be trapped in debt by employers for the provision of services provided by the employer, such as accommodation or healthcare. Workers can also fall in to debt bondage because of private debts incurred as a result of low pay and lack of healthcare provisions.

For further information on how companies can conduct due diligence to ensure responsible recruitment, see Verite's Fair Hiring Toolkit for Suppliers or Verite's Fair Hiring Toolkit for Brands and IHRB's Guide to Implementing the Dhaka Principles.

  Yes
  No
- **Not Applicable**
- **Please explain why you believe this improvement is not applic.**.
  We do not provide services such as accommodation. Living wage and over is paid to our staff, this includes subcontractors, who are on an 'as and when required basis'. Our employees are given an annual pay review after 12 months service.

64. Your organisation should have processes in place for responding to a report of suspected instances of modern slavery that follows good practice. (23/23a/23b/23c)

It is important to have a prompt and victim centred response to reports of modern slavery, so that victims are safeguarded and are supported in receiving justice and compensation.

Where an organisation's suppliers have alerted their customers of modern slavery, is cooperating with authorities, actively implementing corrective actions and is not found to be complicit, organisations should have no standard policy to immediately delist or suspend trade with that supplier because of that specific incident.

A Service Level Agreement (SLA) is a formally recognised agreement to react within a specific time frame and with a specific response. An SLA may be made explicit in an organisation's modern slavery policy.

For guidance on how your organisation and your suppliers can ensure they are well prepared, see CIPS' Making a Plan for Remediation or Shift's Guidance on Remediation.

- **Yes**
  No
  Not Applicable

If applicable, please upload evidence of how you have addressed this improvement.

File Name
Whistleblowing Policy 2022.pdf

Introduction

Section 54 (Transparency in Supply Chains etc.) of the Modern Slavery Act 2015 requires applicable commercial organisations to publish a 'modern slavery statement' for each financial year of their organisation, otherwise known as a TISC statement. It applies to all commercial organisations which carry on a business, or part of a business, in the UK, supply goods or services and have an annual turnover of £36m or more.

The Government encourages organisations, including those that do not fall in scope of the Act, to complete this assessment so that organisations have a framework to aid them in their journey to understanding and addressing modern slavery risks. If you have been invited to complete the assessment by the Government or any other public body, this tool should help them work in partnership with your organisation to improve how your organisation ensures workers aren't being exploited in your supply chains.

What is modern slavery?

Modern slavery is an umbrella term used to encapsulate offences in the Modern Slavery Act 2015: involving slavery, servitude and forced or compulsory labour; and human trafficking.

Why is it important?

Modern slavery is a serious and organised crime that destroys communities and causes significant harm to victims. It is the illegal exploitation of people for personal or commercial gain, and involve people being coerced and forced into providing service to others. Some estimates suggest that there were over 40 million people living in slavery across the world in 2016, many of whom will be working to produce the goods and services which we buy and sell every day. The Home Office estimated that there were 10,000-13,000 potential victims in the UK alone in 2013. It is a crime that affects men, women and children.

The Home Office estimates the total social and economic cost of modern slavery to the UK was £3.4-4.3 billion in 2016-17, making the average cost of modern slavery crime (£334,750) higher than the unit cost of any other crime type apart from homicide. Worldwide, the International Labour Organisation (ILO) estimates over $150 billion of illegal profits are generated by traffickers per year. Unscrupulous businesses who use slave labour undercut good British businesses and if we are to eradicate this horrendous crime from the UK and the rest of the world, government and businesses must work together.

About this Assessment

This assessment provides information about activity undertaken by JEREMY BENN ASSOCIATES LIMITED to tackle modern slavery. It may be used to support the production of an annual modern slavery statement as set out in the UK Modern Slavery Act 2015.

Your responses can be updated at any time to maintain a current and accurate report. The Assessment has six sections, each of which captures information that may be included in a statement, as set out by guidance within the Modern Slavery Act 2015.

The answers you have provided will be kept confidential and will only be shared with buyers that you have given permission to access.

Company and point of contact:

[redacted]

[redacted] represents and warrants that the information provided within this declaration will be as accurate and complete as possible and shall accurately represent its capabilities.

The main point of contact for this assessment is:

[redacted]

According to the information submitted in support of this assessment:

[redacted]

tackling modern slavery: We pay all our permanent staff above the legal minimum wage and the Living Wage, or its equivalent, in the countries in which we operate. We require our suppliers to pay at least the legal minimum wage in the countries where they operate.

The Government encourages organisations not in scope to still consider publishing a statement as modern slavery risks can manifest in almost any organisation.

1. Information About the Business and its Supply Chain

About this section:

This section provides some basic information about your organisation and its business operations which will help to provide context for a modern slavery statement. Ensuring relevant and up-to-date information in statements will help your organisation communicate its efforts in the most effective manner.

For the purpose of drafting a Modern Slavery Statement, information to disclose could include:

- the sector(s) the business operates in and whether any of its work is undertaken by agency labour
- the organisational structure and group relationships
- the countries it sources its goods or services from, including high risk countries where modern forms of slavery are prevalent.
- the make-up and complexity of the supply chains
- the businesses operating model
- relationships with suppliers and others, including trade unions and other bodies representing workers

Having a good understanding of your supply chain helps to define the boundaries of the report and to support the identification of risk regarding modern slavery.

Information about the business and its supply chains

7 questions

1a. Please enter your organisation details.

[redacted]

1b. Do you want to complete this Modern Slavery Assessment for your organisation as a whole or for a specific contract?

Organisation as a whole

- **For a specific contract**
- **Contract Name**
  PFR Framework 2
- **Description**
  New Framework to be delivered through a regional single organisation model, aligned to the EA's six Integrated Delivery Teams,.
- **Contract Start Date**
  15/09/2023
- **Contract End Date**
  30/09/2027
- **Contract Value**
  2,000,000

1c. Please select the relevant sector(s) that your organisation operates in.

- **Professional scientific and technical activities**
- **Other**
- **Please specify**
  Environmental Consultancy - PFR

1d. Are you a Small, Medium or Micro Enterprise (SME)?

- Yes
- **No**

2. Which of the following members of your group structure are you completing this assessment on behalf of?

- **My own organisation**
- Immediate parent
- Domestic parent
- Global parent

3. Who is your organisation's main point of contact for this assessment?

[redacted]

4. Please enter the turnover that is listed within your most recent set of annual accounts.

[redacted]

2. Policies Relating to Modern Slavery

About this section:

The establishment of effective policies and incentives shape the environment and sets the tone of an organisation in assessing, preventing and mitigating the risk of modern slavery. Clear organisational policies demonstrate an organisation's commitment to this issue and ensures that appropriate and coordinated action is taken throughout the business.

Tackling modern slavery does not necessarily require a stand-alone policy. It could simply be adapting, and/or clarifying how existing policies and practices, programmes and management systems already work to prevent modern slavery.

If policies and practices are to have the desired effect they must be supported through effective communications and, where appropriate, training, resourcing and collaboration of effort by appropriately skilled personnel. Policies should be established and clearly communicated so that anti-slavery activity within a company and its supply chains becomes embedded as standard practice, which staff are aware of and incentivised to partner on and support.

Policies work best when supported by senior management and are updated and reviewed regularly.

Governance

8 questions

5. Under Section 54 of the Modern Slavery Act 2015, is your organisation required to produce a Modern Slavery Statement?

- **Yes**

Please upload the statement

File Name
Statement on Modern Slavery and Human Trafficking APR 2023.pdf

Yes but not produced a statement covering 2017-2018
Not required but have produced a statement
Not required and no statement has been produced

6. Does your organisation's Modern Slavery Statement meet the following legal requirements? Tick all that apply

- **Approved by the board of directors (or equivalent management body)**
- **Signed by a director (or equivalent)**
- **Accessible via a prominent place on your website's homepage**

None of the above

7. Does your latest statement include information on the following areas? Tick all that apply

- **Information about your organisation and supply chains**
- **Policies relating to modern slavery**
- **The parts of your business and supply chains where risks of modern s..**
- **Due diligence processes in place to manage and prevent risks of mod...**
- **Training and capacity building of staff around modern slavery**
- **Key performance indicators your business uses to measure progress...**

None of the above

8. Was your latest statement produced within 6 months after your last financial year end, as per Government guidance?

- **Yes**

No

9. Have any incidences of modern slavery been recorded or uncovered within your organisation or supply chains in the past 12 months?

Yes

- **No**

10. Has your organisation taken steps to map your supply chains to support how your organisation identifies modern slavery risks?

- **Yes**

No

10a. How many tiers?

- **Tier 1**

Tier 2
Tier 3
Tier 4
Tier 5

10b. Which locations do you believe are at higher risk of modern slavery in your operations and supply chains?

- **No locations are considered to be at higher risk of modern slavery**

Policies, Procedures and Governance

3 questions

11. Does your organisation have policies that are relevant to the prevention of modern slavery?

Yes and they are publicly available
- **Yes but some/all are not publicly available**

Please upload relevant policies and provide information on why they are not publicly avail...

File Name
Working Hours Policy.pdf
Whistleblowing Policy 2022.pdf
Statement on Modern Slavery and Human Trafficking APR 2023.pdf
Learning, Professional Development and Competence Policy 2023.pdf
Sustainable Procurement Policy.pdf

No

12. Do your organisation's modern slavery policies or codes include any of the following provisions? Tick all that apply.

Adherence to local and national laws
- **Freedom of workers to terminate employment**

Freedom of movement
Freedom of association
- **Prohibits any threat of violence, harassment and intimidation**

Prohibits the use of worker-paid recruitment fees
- **Prohibits compulsory overtime**
- **Prohibits child labour**
- **Prohibits discrimination**

Prohibits confiscation of workers original identification documents
Provides access to remedy, compensation and justice for victims of moder...
None of the above

13. Does your organisation meet any of the following good practice in relation to its modern slavery policies? Tick all that apply.

- **Policies are approved by senior management**
- **Policies are available to workers in your organisation and communicat..**
- **Policies are available to workers in your supply chain and communica...**
- **Relevant staff in your organisation are trained on these policies**
- **High risk suppliers are required to adhere to your modern slavery poli...**
- **High risk suppliers are trained on the relevant policies**

None of the above

3. Assessing and Managing Risk

About this section:

Modern slavery risk assessments should be seen as part of an organisation's wider approach to risk management and could form part of more general risk assessments that are carried out for a variety of reasons.

Appropriate resources are needed to ensure that risk assessment strategies can be effective. This means that the assessments should be able to identify the risks and issues, properly assess their level of importance, and ensure that appropriate remedies are in place.

Identifying relevant information from internal and external sources will help businesses to undertake effective risk assessments and appropriate review of those risks. Particular business risks to consider in assessing and managing risks to workers include:

- Country risks:
  - Exposure may be greater in global supply chains in countries where protection against breaches of human rights are limited, particularly with regard to rights of foreign contract workers to retain their own ID and papers, and/or where work arrangement by agents is common, etc.
- Sector risks:
  - There are different risks and levels of risk in different sectors. For example, the risks and arrangements which generate bonded labour situations for workers in the extractives sector may differ to those causes in manufacturing.
- Transaction risks:
  - Banks or financial institutions may be involved in facilitating financing from or supporting cases of modern slavery and bonded labour in operations or supply chains or through money laundering.
- Business Partnership risks:
  - Different supplier relationships and business partnerships will all carry different levels of risks. In some cases, existing long-term partnerships will involve less risk because the organisation will have a better knowledge of their partner's operations and policies. However, a new partnership or business relationship may be equally low risk as long as proper due diligence is conducted.

Assessing and Managing Risk

6 questions

14. Have you assessed how your organisation's purchasing practices may create pressures on your suppliers that could lead to modern slavery?

- Yes
- **No**

15. At which of the following stages during the procurement process does your organisation consider modern slavery risks? Tick all that apply.

- **Needs identification**
- **Requirement definition**
- **Tender evaluation (including scoring and adjudication process)**
- **Contract award**
- **In-life contract management**
- **End of contract review**
- **Please provide any further details on the answer options that ..**
  Our KPIs relate to training, disseminating information to our staff and auditing our suppliers.
- None of the above

16. Do you supply goods (to the buyer/s that invited you to complete this assessment) that have been identified by the US Department of Labor to be at higher risk of being produced by child labour or forced labour?

- Yes
- **No**
- Do not know
- Not applicable

17. Where have you identified there to be the highest risk of modern slavery in your organisation and your supply chains?

- Categories
- Vulnerable groups
- **Types of work**
- Sectors
- Other
- Have not identified

17c. Has your organisation identified any types of work that have a higher association with modern slavery? Tick all that apply.

- Temporary work
- Seasonal work
- Low skill or unskilled work
- **Hazardous work**
- Other
- None of the above
- Do not know

18. Within the last 12 months, have you identified any of your organisation's suppliers as being at high risk of modern slavery as a result of your organisation's risk assessment?

- Yes
- **No - we have investigated our supplier risk and found none to be at hig.**
- No - we have not investigated our suppliers' modern slavery risks

4. Due Diligence Processes

About this section:

Human rights due diligence is a key concept in the UN Guiding Principles on Business and Human Rights (UNGPs). The UNGPs specify that due diligence processes should include assessing actual and potential human rights impacts, integrating and acting upon the findings, tracking responses, and communicating how impacts are addressed.

Due diligence procedures should be:

- proportionate to the identified modern slavery risk,
- the severity of the risk, and
- level of influence a business may have.
- informed by any broader risk assessments that have been conducted (see Assessing and Managing Risk section above).

For the purpose of the Modern Slavery Statement, due diligence information could include:

- Actions taken to understand the businesses operating context
- Impact assessments undertaken
- Action plans to address and risk/actual instances of modern slavery and how actions have been prioritised
- Evidence of stakeholder engagement
- Business-level grievance mechanisms in place to address modern slavery
- Actions taken to embed respect for human rights and zero tolerance of modern slavery throughout the organisation

Due Diligence

19 questions

19. Does your organisation undertake any activity to support workers in your supply chains have access to trades unions or other forms of worker representation?

Yes
No
- **Do not know**

20. Does your organisation actively work with non-governmental organisations (NGOs) or other businesses to support its efforts to prevent and mitigate modern slavery?

Yes - NGOs
- **Yes - Businesses**
- **Please provide further information on how you collaborate wit..**
  To support our commitment, we review and update our existing business policies and share these with our supply chain,
  No

21. Has your organisation undertaken any due diligence to ensure that workers in your supply chains are not trapped in debt bondage as a result of how they were recruited?

- **Integrated safeguards in to company policies**
- **Raised awareness and built capacity of staff to understand risks of de...**
- **Screen and evaluate key recruitment agencies/labour providers**
- **Monitor key recruitment agencies/labour provider for ethical recruitme..**
  Undertaken corrective action plan
- **Developed action plan to make system improvements**
  Participated in multi-stakeholder initiatives to make a wider impact
  Other action
  None of the above

22. Does your organisation take any measures to ensure workers in your organisation have access to a grievance mechanism to report incidents or suspected incidences of modern slavery?

- **Yes**
  No
  Do not know

22a. In which supply chain tiers does your organisation ensure that workers know their rights of employment?

- **Tier 1**
  Tier 2
  Tier 3
  Tier 4
  Not applicable

22b. In which supply chain tiers does your organisation ensure that all workers have access to an anonymous grievance mechanism to report incidents or suspected incidences of modern slavery without any form of penalty?

- **Tier 1**
  Tier 2
  Tier 3
  Tier 4
  Not applicable

22c. In which supply chain tiers does your organisation ensure that measures are in place to ensure migrant workers can report grievances and receive feedback in a language they understand?

- **Tier 1**
  Tier 2
  Tier 3
  Tier 4
  Not applicable

22d. In which supply chain tiers does your organisation ensure that multiple communication channels are available to workers to report their concerns e.g. to a trade union representative?

- **Tier 1**
  Tier 2
  Tier 3
  Tier 4
  Not applicable

22e. In which supply chain tiers does your organisation ensure that the effectiveness of this mechanism has been assessed with senior leadership engagement?

- **Tier 1**
  Tier 2
  Tier 3
  Tier 4
  Not applicable

23. Do you have a Service Level Agreement (SLA) or any other process in place for responding to a report of suspected instances of modern slavery?

- **Yes**
  No

23a. Does your organisation automatically de-list or terminate trade with a supplier even if they are found to not be complicit?

- **Yes**
  No

23b. Are your suppliers expected to follow a similar process?

- **Yes**
  No

23c. Are suppliers required to provide an action plan highlighting gaps in their process, root causes of incident and corrective action they are undertaking?

- **Yes**
  No

24. Has your organisation undergone a social audit (or another form of audit which assesses labour conditions) within the last 12 months? Tick all that apply.

  Yes, an internal social audit
  Yes, an external social audit
- **No audits carried out**
- **Please provide any further information**
  We have not undergone a social audit (or another form of audit which assesses labour conditions) within the last 12 months.

25. Does your organisation conduct any types of audits on its suppliers and their business activities or have any other process to investigate working conditions in your supply chain?

- **Yes**
- **Please provide further detail**
  We have a comprehensive application and status renewal process that enables us to identify and select suppliers whose business values and processes align with our own. Once appointed, we monitor supplier performance on all contracts and carry out supplier audits to seek further information about their business processes and evidence to support their application details.
  No

25a. Has your organisation identified labour rights issues in your supply chain as a result of these audits?

  Yes
- **No**

25b. How does your organisation conduct these audits?

- **By organisation's own staff**
  By a third party
  Announced audits
  Unannounced audits
  Other

25c. How often do you audit these suppliers?

  Pre-contract
- **Annually**
  Every two years
  Every three years or more

26. Is there any further information you want to provide on the due diligence your organisation undertakes to manage modern slavery risks?

- **Please provide details**
  We check the eligibility of employees and sub-contractors to work in the countries where they are based.

5. Training Provision

About this section:

Training is a fundamental way of raising awareness and ensuring that people understand the importance of a particular issue. It also helps people to understand what they need to do, and how to work together internally or externally if they encounter something that raises concerns.

Training may be targeted at different groups of employees within a business, including leadership, or at different businesses within a supply chain, and the training itself could take a range of different forms. It may range from detailed training courses to broader awareness-raising programmes.

Organisations should think about where training should be targeted to have the most effect. If those employees who might encounter victims directly are more aware of the indicators of modern slavery and of how to report suspected cases, and what actions they can expect the company to take, then they can raise flags, and help to root it out in a particular business or supply chain.

Training

9 questions

27. Does your organisation provide training to workers on modern slavery?

- **Yes**
- No

27a. Does the training cover the ILO's Forced Labour Indicators?

- Yes
- **No**

27b. What outcomes are expected? Tick all that apply across the different training your organisation provides.

- **Recipients understand indicators of modern slavery**
- **Recipients understand how to report suspicions of modern slavery**
- **Recipients understand the Modern Slavery Statement requirements**
- **Recipients understand how to consider modern slavery risks in procu...**
- **Recipients become better equipped to undertake modern slavery due ...**
- Other

27c. What format is the training? Tick all that apply.

- **E-Learning**
- Workshops
- **Webinars**
- **Courses**
- Other

27d. Is this training mandatory for those who receive it?

- **Yes**
- No

27e. How frequently is training on modern slavery provided? Tick all that apply.

- **At induction**
- When a violation occurs
- **When a policy is updated**
- Every 6 months
- **Every 12 months**
- Other

27f. Who developed the training on modern slavery?

- **In-house staff**
- Third party
- Other

27g. Who delivers training on modern slavery?

- **In-house staff**
- Third party
- Other

27h. Is any of the training above provided to suppliers by your organisation?

- Yes
- **No**

6. Key Performance Indicators

About this section:

This section examines your organisation's Key Performance Indicators, the areas they cover and their governance.

Key Performance Indicators (KPI): quantifiable value or metric to measure the activity and progress towards the achievement of intended results or objectives.

Performance indicators are important in driving the performance of a business and shaping the way it operates. They can also affect how exposed the business is to the risk of modern slavery.

KPIs could be used in a modern slavery statement in two ways. Firstly, businesses could choose to provide information on their existing KPIs and set out whether they have considered whether they make their business and supply chain vulnerable to modern slavery.

Secondly, this section of the statement could outline any additional KPIs which the company has introduced to measure the performance of any anti-slavery actions undertaken. If an initial risk assessment highlighted issues in a company's operations or supply chain, a KPI could be introduced to measure progress against reducing that risk, i.e. improving conditions for those people.

A business could set targets for:

- Training and capacity building of staff about modern slavery issues
- Measuring changes in awareness of risk
- Appropriate decision making and swift action as appropriate
- Grievance procedures and whistle-blowing procedures for workers if cases or suspected cases are found
- Visibility, leverage and oversight of suppliers in relevant goods and services supply chains

It is also good practice for KPIs to be reviewed regularly by senior management to ensure the KPIs are practical and achievable.

For further guidance on developing KPIs, see the Government's practical guidance.

KPIs

4 questions

28. Does your organisation have any key performance indicators (KPIs) relating to how your organisation mitigates modern slavery in your organisation and supply chains?

- **Yes**
  No

28a. In which areas does your organisation set KPI's?

Policies
Risk assessments
Due diligence
Training
- **Other**
- **Provide details on the KPI's that are set within your organisati..**
  We have developed key performance indicators to enable us to measure our progress in tackling modern slavery. These relate to disseminating information to our staff and auditing our suppliers.

28b. Are these KPIs reviewed by senior management on an annual basis?

- **Yes**
  No

29. Please provide a summary of your organisation's objectives and plans to improve how you manage modern slavery risks in the next 12 months.

- **Please provide details**
  We are committed to ensuring there is no modern slavery or human trafficking in any part of our business and, in so far as is possible, to requiring our suppliers hold a similar ethos. We intend to increase the quantity and scope of our supplier audits.

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Property Flood Resilience 2023

Clarification Log

Last updated: 03/10/2023

Reference	Date received on Atamis	Summary of Clarification requested	Subject Matter Expert	Response deadline	Draft response	Clarification response provided on Atamis	Data clarification uploaded on Atamis	Is change required?
1	21/06/2023	Question 1.3 of the 'PFR2 ITT Questions Lot 1.docx' document asks for the delivery structure and supporting organogram as per the original tender documents but this must now be generic across all IDT areas we want to bid for. However, the guidance notes state that 'The organogram will be expected to clearly show key staff and relationships, and to illustrate the communication channels for the various parts of the services covered under the Framework.' And 'Higher scores will be awarded to Delivery Partners that: • Produce an organogram which clearly highlights all staff involved within the new Framework. • Demonstrates that there are clear processes and arrangements in place to fulfil the requirements consistently and successfully.' In order to clearly highlight key staff in each IDT area and achieve the higher scores available, are we able to submit an A3 sheet for each IDT area we bid for so that we can provide the detail required?		23/06/2023		Please submit one A3 document with your organogram for the Framework. - 22/06/2023	22/06/2023	No
2	22/06/2023	If a Delivery Partner ranks the highest across all the hubs they are interested in but the Midlands hub is not their top preference, how are the hubs allocated?		24/06/2023		The highest scorer will be allocated hubs in line with their preferences – if the Midlands hub is not their top preference, they will not be allocated it. - 22/06/2023	22/06/2023	No
3	22/06/2023	Is the question included in the page limit?		24/06/2023		Yes, the question is included in the page limit. - 22/06/2023	22/06/2023	No
4	22/06/2023	Does the full question need to be included in the page limit or just the number reference?		24/06/2023		The full question is to be included in the page limit. The evaluation guidance does not need to be included - 22/06/2023	22/06/2023	No
5	22/06/2023	Is a credit score required?		24/06/2023		The financial evidence required is outlined in Section 5 of the SQ. - 22/06/2023	22/06/2023	No
6	22/06/2023	Is there a document that outlines the changes from the discontinued procurement?		24/06/2023		A document named 'Changes to Procurement Documents' is saved in the Additional documents folder under Supplier documents - 22/06/2023	22/06/2023	No
7	29/06/2023	Regarding clause 4.5.1 and 4.6 of the PFR2 Framework Schedules – Schedule 2, criteria "c) commercial properties are identified within the scope, in accordance with Schedule 1, and are likely to require solutions not identified within the Framework Pricing Workbook;" has been removed. How will commercial properties be tendered?		01/07/2023		The clause is to be included within the Schedule. 'PFR2 Framework – Schedules v2' will be saved in the Deed folder by COP Tuesday 4thJuly and issued as an attachment to an Atamis message. 03/07/2023	03/07/2023	No

8	29/06/2023	Regarding section 10.1 and 11.1 of the PFR2 Standard Selection Questionnaire, bidders are no longer obliged to be accredited to ISO 45001 and ISO 9001. Could you confirm whether bidders who already hold these accreditations will be scored higher than those with 'other suitable' policies or systems? This is indicated for ISO 14001 in section 12 but not in section 10.1 and 11.1.		01/07/2023		If a bidder has an ISO certificate, they automatically pass and are not scored. Responses to 11.3 and 10.3 will be scored and are required to achieve a minimum score of 50 to pass.Responses to 12.3 will be scored and are required to achieve a minimum score of 25. If a score of 25 is achieved the Supplier will be required to work with the EA to develop an Improvement Plan.- 03/07/2023	03/07/2023	No
9	29/06/2023	The following statement was included on pg. 10 of document 'PFR2 - Bidder Pack Proc Spec Part 2 v3' from the original tender pack 'They will be eliminated from the final results for their fourth choice, subject to all Lots having suitable coverage (that is, if a tenderer is the only compliant bidder for any Lot, they would be appointed to that Lot first, regardless of where this may be in their order of preference).' This statement is not included in 'PFR2 - Bidder Pack Proc Spec Part 2'. Please confirm that it is still valid.		01/07/2023		The statement is no longer valid. In a scenario where a Delivery Partner has reached the maximum described appointment levels and there is no other Delivery Partner to allocate to that IDT hub to using the methodology; we reserve the right to appoint above the maximum restriction.- 03/07/2023	03/07/2023	No
10	29/06/2023	In the limitations of award on IDT hub-based lots scenarios, please could you complete the outcome table in scenario 2 so we be can entirely clear on how the IDT hubs will be awarded if for example, the second highest scoring bidder's preference order does not match the order of their scores?		01/07/2023		Please find attached the outcome table for the scenario. 03/07/2023	03/07/2023	No
11	29/06/2023	In the limitations of award on IDT hub-based lots scenarios, please could you complete the outcome table in scenario 1 so we can entirely clear on how the IDT hubs will be awarded if for example, the highest scoring bidder does not choose Midlands as a first preference?		01/07/2023		Please find attached the outcome table for the scenario. 03/07/2023	03/07/2023	No
12	29/06/2023	Where are the Social Value ITT questions saved?		01/07/2023		The questions are saved in the Social Value ITT Questions folder under Supplier documents. 03/07/2023	03/07/2023	No
13	29/06/2023	Will there be another Q&A drop-in session?		01/07/2023		A Q&A drop-in session will be taking place on Monday 10th July at 10am – please use this link to access: Click here to join the meeting.To account for this additional session, the deadline for submitting a clarification has changed to Tuesday 11th July at 10am. 03/07/2023	03/07/2023	No
14	30/06/2023	Noting a previous clarification response that the number of languages for translation is currently unknown, how are we to price this element of works? Can this be omitted from the fee, or a standard provisional sum cost provided to all tenderers?		02/07/2023		Please provide a standalone price for translated copies. This price is included within the total forecasted price which is being used for evaluation purposes.04/07/2023	04/07/2023	No
15	30/06/2023	Please confirm that for LOT 1, this does not include for the provision of baseline hydraulic analysis to identify the existing flood risk and associated depths / levels.		04/07/2023		Lot 1 assessment should be undertaken using the best available data. The Environment Agency have a range of publicly available flood risk datasets online. The local project team for an individual call off contract will provide detailed local modelling where available and appropriate. 04/07/2023	04/07/2023	No
16	30/06/2023	Please confirm if a PI policy type of 'in the aggregate with unlimited round the clock reinstatement' would be acceptable in lieu of 'each and every'.		02/07/2023		UPDATED: Yes, this is acceptable.- 04/07/2023	04/07/2023	No
17	30/06/2023	Will appropriately detailed mapping be provided to assist with recording the outcome of individual property surveys and identifying where on a property a particular resilience option is applicable?		02/07/2023		Lot 1 assessment should be undertaken using the best available data. The Environment Agency have a range of publicly available flood risk datasets online. The local project team for an individual call off contract will provide detailed local modelling where available and appropriate.04/07/2023	04/07/2023	No
18	30/06/2023	Will appropriately detailed mapping be provided to assist with recording the outcome of individual property surveys and identifying where on a property a particular resilience option is applicable?		02/07/2023		Lot 1 assessment should be undertaken using the best available data. The Environment Agency have a range of publicly available flood risk datasets online. The local project team for an individual call off contract will provide detailed local modelling where available and appropriate.- 04/07/2023	04/07/2023	No

19	30/06/2023	The Pricing Workbook allows for a price per specified number of documents in the Assessments & Surveys section. Is this to cover time and material costs for preparation, onsite assessment, review and publication of final reports? If the response to the above query is 'yes', what do the predefined annual quantity of hours cover in the Staff Rates section of the Pricing Workbook?		02/07/2023		Yes, correct.The staff rates may be used for work not identified within the framework pricing book where the use of an hourly rate is appropriateand agreed.The predefined annual quantity of hours in the staff rates have been estimated for tender evaluation purposes.- 07/07/2023	07/07/2023	No
20	04/07/2023	Standard Supplier Questionnaire Question 1.3 - Is the subcontractor being relied upon to meet the selection criteria (i.e. are you relying on the subcontractor for economic and technical standing and/or technical and professional ability?) and, if so, which criteria are you relying on them for? If a subcontractor is not being relied upon for technical or economic standing, but is instead to bolster the team during peak demands, can you confirm that we do not need to complete Part 3 Section 5.0 for the subcontractor?		06/07/2023		if the sub-contractor is not being relied upon, they do not need to complete any sections of the SQ. - 07/07/2023	07/07/2023	No
21	04/07/202	Question 12.2 Can you clarify under the description column this should read 14001 not 9001?		07/07/2023		Yes, it should read ISO 14001. The document has been updated and 'PFR2 - Standard Selection Questionnaire (SQ) v2' can be found in the documents folder. - 07/07/2023	07/07/2023	No
22		Use Classes Below are those use classes covered within the scope of services. (Schedule 1, Section 6).C1 Hotels - Hotels, boarding and guest houses where no significant element of care is provided (excludes hostels)C3 Dwellinghouses - This class is formed of three parts C3(a) covers use by a single person or a family (a couple whether married or not, a person related to one another with members of the family of one of the couple to be treated as members of the family of the other), an employer and certain domestic employees (such as an au pair, nanny, nurse, governess, servant, chauffeur, gardener, secretary and personal assistant), a carer and the person receiving the care and a foster parent and foster child C3(b) covers up to six people living together as a single household and receiving care e.g. supported housing schemes such as those for people with learning disabilities or mental health problems C3(c) allows for groups of people (up to six) living together as a single household. This allows for those groupings that do not fall within the C4 HMO definition, but which fell within the previous C3 use class, to be provided for i.e. a small religious community may fall into this section as could a homeowner who is living with a lodgerE(a) Display or retail sale of goods, other than hot food E(b) Sale of food and drinkfor consumption (mostly) on the premises E(c) Provision of: E(c)(i) Financial services,E(c)(ii) Professional services (other than health or medical services), orE(c)(iii) Other appropriate services in a commercial, business or service locality. Below are those which we are most likely to encounter and are often suitable for standard PFR solutions but sit outside of the use classes covered within Schedule 1, Section 6.C2 Residential institutions - Residential care homes, hospitals, nursing homes, boarding schools, residential colleges and training centres C2A Secure Residential Institution - Use for a provision of secure residential accommodation, including use as a prison, young offenders institution, detention centre, secure training centre, custody centre, short term holding centre, secure hospital, secure local authority accommodation or use as a military barracksC4 Houses in multiple occupation - Small shared houses occupied by between three and six unrelated individuals, as their only or main residence, who share basic amenities such as a kitchen or bathroom. E(f) Creche, day nursery or day centre (not including a residential use) E(g) Uses which can be carried out in a residential area without detriment to its		02/01/1900		"4.6 Competitive tender criteria 4.6.1 The Client or Others reserves the right to competitively tender across relevant Integrated Delivery Hubs where c) commercial properties are identified within the scope, in accordance with Schedule 1, and are likely to require solutions not identified within the Framework Pricing Workbook;"See clarification 7 for additional info.UPDATED 13/07/2023:The class uses determined in schedule 1 section 6 cover the main property types that we anticipate the Environment Agency to require property flood resilience for. The scopes and rates are all designed to cover the delivery of PFR for these uses. The classes omitted are generally larger scale or more complex uses that would be more difficult to deliver under the Framework. Incorporating these under the Framework would increase the complexity of the Framework significantly, where these may not be easily covered by the rates within the Pricing Workbooks and would require significant planning to establish a pipeline from other Government departments. The increased visibility of work for the Environment Agency and Risk Management Authorities allows for clearer pipelines compared to other Government departments.In some instances where these use classes are on a similar scale/complexity to the existing projects on the pipeline, the Framework Manager may allow projects under these use classes. In this case rates from the Pricing Workbooks will be used wherever possible. For Lot 1 where rates are not applicable it may be appropriate to use staff rates, but this will be reviewed and agreed with the Client on a caseby-case basis. For both Lots, we reserve the right to competitive tender across the Integrated Delivery Hubs as per schedule 2 4.6 See clarification 7 for additional info. - 07/07/2023	07/07/2023	No

23	05/07/202	We note that you require the question to be included in the tender response, but can you confirm whether you also require the extra information to be included. Below is an example with (1) the main question and (2) content requirements .Therefore can you say whether we need just 1, or 1 and 2 Thank you.(1) Provide an organogram of the structure of the proposed team(s) that will deliver this Framework across the relevant hubs you are bidding for.(2) This must show: • Framework key staff as defined in Schedule 6. • Call-Off Contract key persons as defined in Schedule 9. • Project administration support resources who will be working on this Framework. Note: The organogram must be tailored to the Framework and not be a generic business organogram. Generic organograms will score 0. The response must not exceed a single page of A3 and Arial font size 11 must be used		07/07/2023		Please provide just (1) - 07/07/2023	07/07/2023	No
24	06/07/2023	We note from the previous clarifications that the evaluation guidance doesn't need to be included in the response, but we would like to double check that any additional question notes and page/font size information also does not need to be included in the response.		08/07/2023		Yes, that is correct. 07/07/2023	07/07/2023	No
25	06/07/2023	Under Schedule 2 of the PFR2 Framework - Schedules v2 document, sections 4.4.1 and 4.4.2 reference section 4.5.2 regarding clarification on competitive tender. Section 4.5.2 does not reference competitive tender. Please clarify.		07/07/2023		Amended to 4.6.1. Please find 'PFR2 Framework – Schedules v3' saved in the Deed folder. 07/07/2023	07/07/2023	No
26	05/07/2023	Request for extension		07/07/2023		The tender deadline has been extended until Monday 31 July at 10:00am.The clarification deadline has been extended to Friday 14 July at 10:00am.The Form of Tender v2 document has been updated and uploaded into the attachments - 10/07/2023	10/07/2023	No
27	05/07/2023	Clarification 16 - PI policy		07/07/2023		EA Response to clarification 16 has been updated. 10/07/23	10/07/2023	No
28	10/07/2023	"The Delivery Partner(s) is(are) also required to separately report how much they spend on sub-contracting and how much they spend directly with SME or VCSE organisations in the delivery of the original contact. The Conditions of Contract template provided as part of the Bidder Pack, Procurement Specific Requirements, sets out this requirement under Schedule 7 at Appendices, Appendix 3." Where can we find this information?		12/07/2023		Please refer to Schedule 7 of 'PFR2 Framework – Schedules v3'- 10/07/23	10/07/2023	No
29	10/07/2023	Clarification 22		12/07/2023		EA Response to clarification 22 has been updated.13/07/23	13/07/2023	No
30	12/07/2023	The PFR Lot 1 scope Section 4 (i) states the Consultant shall:complete an Options Development Summary, including the Option Costing Tool but it appears there is no 'Options Development Summary template' in the supporting documents. It is noted that this 'Options Development Summary Letter template' was included within PFR1. Can you confirm why this is not provided under PFR2?		14/07/2023		The 'Options Development Summary template' has been uploaded into the Call-off Terms & Conditions folder.13/07/23	13/07/2023	No

31	12/07/2023	Section 4.2 states:The Consultant shall identify the preferred PFR solution, in accordance with the property flood resilience MTR, for the purpose of finalising the business case and commissioning the Lot 2 Contractor.Can you confirm that section 4.2 above requires the Consultant to consult the homeowner on the Property Survey Report and Options Development Summary in order to identify the preferred PFR solution? We suggest this is a critical milestone in the options development and design stage but the wording in the scope doesn't make it clear on this requirement. We recognize that the Contractor is responsible for confirming the preferred PFR solution and securing a signed Options Development Summary Agreement.Perhaps the simplest way to ensure consistent communications and efficiencies is a joint consultation meeting with the Consultant, homeowner, contractor and client when the Contractor is appointed? This would avoid multiple meetings/consultation with the Consultant and Contractor and enable the Consultant to come away with an ODS that the homeowner and contractor are agreeing before the Contractor gets into detail design stage and obtains the Options Development Summary Agreement?		14/07/2023		The consultant will produce a property survey report and options development summary. As per section 3.4.1 of the MTR the options development summary will "Confirm the preferred flood resistance option following collaboration with the property owner and/or tenant, the Client and Delivery Partner." With the new IDT hub based approach we expect collaborative working between the delivery partners. We would encourage joint meetings to ensure consistent communications and efficiency as suggested when progressing through delivery. 13/07/23	13/07/2023	No
32	06/07/2023	Under Schedule 10 of the PFR2 Framework -Schedules v2 document there is an implication that option C may be used on the framework (Schedule 10 1.1) and a pain/gain approach identified in Schedule 10 1.3. Pain/gain incentivisation has not been used on Lot 1 as clients have adopted Option A contracts to reflect the fixed maximum cost per property type already agreed. Options C and E are also referenced in Schedule 2 4.2. When does the Client envisage utilising each option A, C, E on this framework?		08/07/2023		We have built in the flexibility to use Option A, C or E depending on the requirements, risk and scope for each project. 13/07/23	13/07/2023	No
33	13/07/2023	If Option C or E are to be used, where do you require us to provide our Option C and E fee percentages in this tender?		15/07/2023		All rates tendered in the PFR2 Pricing Workbooks are to be inclusive of all fees. The separate Delivery Partner Fee is a percentage fee that may be applied to items that in the lifetime of the Framework may fall outside the described items in the PFR2 Pricing Workbooks. The Delivery Partner Fee is not included in the Commercial Evaluation. 'PFR2 – Delivery Partner Fee – Lot 1' and 'PFR2 – Delivery Partner Fee – Lot 2' are saved in the Additional Documents folder. Please complete for the relevant IDT hubs you are tendering for. The spreadsheet/s must be uploaded within your tender response. Schedule 2 Clause 4.9 in the Deed has been updated which details the process of using the Delivery Partner Fee. Please find 'PFR2 Framework – Schedules v4' saved in the Deed folder. 17/07/23	17/07/2023	Yes
34	13/07/2023	Can you confirm that there have been no changes to the last pricing workbook made available under the previous tender, version 2? I.e. we can simply re-submit the workbooks which we had already completed?		15/07/2023		Yes that is correct, no changes have been made to the pricing workbooks. 17/07/23	17/07/2023	No