

FMR Audits – Asset data collection and forward maintenance for Washington DC, USA



Foreign &
Commonwealth
Office

Professional Service Short Contract for Professional Services

between

**Her Majesty's Secretary of State for Foreign and
Commonwealth Development Affairs**

and

TETRA TECH LTD

CONTENTS

[REDACTED]

SECTION C 100 – FORM OF AGREEMENT

[REDACTED]

SECTION C 200 - CONTRACT DATA**The Client's Contract Data**The *Client* isName **Her Majesty's Secretary of State for Foreign & Commonwealth
Development Affairs**Address for communications **King Charles Street,
London
SW1A 2AH**Address for electronic
communications **[REDACTED]**The *service* is **Provision of professional technical resources to undertake onsite
property surveys of mechanical, electrical and building fabric
elements of FCDO buildings and grounds in Washington, USA**The Scope is in **Sections S 100 to S 1700 and all documents referred to therein.**The *starting date* is **12/02/2024**The *completion date* is **12/05/2024**Optional contract extension
end date **12/08/2024**The *delay damages* are **N/A** per dayThe *law of the contract* is **the law of England and Wales, subject to the jurisdiction of the
courts of England and Wales**The *period for reply* is except that• The *period for reply* for is • The *period for reply* for is The *defects date* is **N/A** weeks after CompletionThe *assessment day* is the **N/A** of each monthThe *subcontractor undertaking to the Client* **N/A**

Work is to be carried out on a time charge basis.

The United Kingdom Housing Grants, Construction and Regeneration Act (1996) **does** applyThe interest rate on late payment is % per complete week of delay. Does not apply.The *Client* provides this
insurance **N/A**

The *Consultant* provides the following insurance cover

INSURANCE AGAINST	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OR EARLIER TERMINATION
Liability of the <i>Consultant</i> for claims made against it arising out of the <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i> .	[REDACTED] in respect of each claim, without limit to the number of claims	6 years
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the Service.	[REDACTED] in respect of each event, without limit to the number of events	1 year
Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	[REDACTED] in respect of each event, without limit to the number of events	1 year

The *Consultant's* total liability to the *Client* which arises under or in connection with the contract is limited to

[REDACTED]

The *Adjudicator* nominating body is

the Royal Institution of Chartered Surveyors

The *tribunal* is

the courts of England and Wales

The *conditions of contract* are the NEC4 Engineering and Construction Short Contract June 2017 (with amendments January 2019) and the following additional conditions

- (1) Replace clause 11.2(8) with:

The Fee is the amount calculated by applying the *fee percentage* to the amount of Defined Cost excluding the components of the cost of people.
- (2) In clause 21.1, add a final sentence:

The *Consultant* does not subcontract the whole of the *service*.
- (3) New clause 21.4:

The *Consultant* includes a provision in each subcontract requiring that payment due to the subcontractor in accordance with its subcontract is made no later than 30 days after receipt of a valid and undisputed invoice, unless this contract requires the *Consultant* to make an earlier payment to the subcontractor.
- (4) New clause 21.5:

If the *Consultant* subcontracts the work stated in the Contract Data it arranges for the subcontractor to provide a *subcontractor undertaking to the Client*. The *subcontractor undertaking to the Client* is in the form set out in the Scope.

The *Client* prepares the undertaking and sends them to the *Consultant* for signature. The *Consultant* arranges for the subcontractor to sign it, and returns it to the *Client* within three weeks.

(5) New clause 22.1:

The *Consultant* does not transfer the benefit of the contract or any rights under it until the *Client* has notified its agreement.

(6) New clause 23:

23.1 The *Consultant* may publicise the *service* only with the *Client's* agreement.

23.2 The *Consultant* discloses information obtained in connection with the *service* only as stated in the Scope or to obtain insurance or legal advice.

23.3 The *Consultant* complies with, and ensures that its people, suppliers, subcontractors and subcontractor people and suppliers comply with the:

- Official Secrets Acts 1911 to 1989 and
- Section 182 of the Finance Act 1989.

23.3 The *Consultant* ensures that neither it or its people, unless otherwise agreed by the *Client*, make use of, or disclose to any other person (other than in accordance with this contract or as may be required by law) any documents or information provided by the *Client* or which may come into the possession or knowledge of the *Consultant* or its people. Any cost which the *Client* has paid or will pay as a result of the *Consultant* not complying with this clause is paid by the *Consultant*.

(7) **Discrimination:** New clause 24:

24.1 The *Consultant* does not unlawfully discriminate either directly or indirectly on protected characteristics such as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing the *Consultant* does not unlawfully discriminate within the meaning and scope of the provisions of all relevant legislation including the Equality Act 2010, other relevant or equivalent legislation, or any statutory modification or re-enactment thereof.

24.2 The *Consultant* complies with current relevant codes of practice or recommendations published by the Equality and Human Rights Commission.

24.3 The *Consultant* co-operates with the *Client* in meeting its obligations under the Equality Act 2010 and to allow the *Client* to assess the *Consultant's* compliance with its obligations under the Equality Act 2010.

24.4 Any cost which the *Client* has paid or will pay as a result of the *Consultant* not complying with this clause is paid by the *Consultant*.

(8) **Malicious software:** New clause 25:

25.1 The *Contractor* uses the latest versions of anti-virus definitions available from an industry accepted anti-virus software vendor to check for and delete malicious software from the *Client's* information and communication technology systems ("systems").

25.2 If malicious software is found, the Parties co-operate to reduce its effect. If the malicious software causes loss of operational efficiency or loss or corruption of the *Client's* data, the Parties co-operate to mitigate any losses and to restore the systems to their original operating efficiency.

25.3 Any cost incurred in complying with this clause are paid by the:

- *Consultant* where the malicious software originates from the *Consultant's* systems, any third party's systems used by the *Consultant* in Providing the Service or the *Client's* data whilst it was under the control of the *Consultant* and
- *Client* if the malicious software originates from the *Client's* system or the *Client's* data whilst it was under the control of the *Client*.

(9) New clause 71.1:

The *Client* owns the *Consultant's* rights over material prepared for the contract by the *Consultant* except as stated otherwise in the Scope. The *Consultant* obtains other rights for the *Client* as stated in the Scope and obtains from a subcontractor equivalent rights for the *Client* over the

material prepared by the subcontractor. The *Consultant* provides to the *Client* the documents which transfer these rights to the *Client*.

- (10) In the first bullet of clause 90.3, after “contract” add “or failed to comply with its obligations in clause 23”.
- (11) In clause 91.2 delete “After” and replace with “Before”.

The *Consultant's* Contract Data

The *Consultant* is

Name	TETRA TECH LTD
Address for communications	[REDACTED]
Address for electronic communications	[REDACTED]
The <i>fee percentage</i> is	<input type="text"/> %

The *people rates* are

category of person	unit	rate
Regional Director / Senior Partner	day	[REDACTED]
Project Director	day	[REDACTED]
Associate/ Associate Director	day	[REDACTED]
Principal Engineer	day	[REDACTED]
Senior Engineer/ Senior Surveyor	day	[REDACTED]
Consultant	day	[REDACTED]
Assistant Consultant	day	[REDACTED]
Graduate	day	[REDACTED]
Technician	day	[REDACTED]

If the work is to be carried out on a time change basis the *Consultant* includes *people rates* for its own people and people provided by a subcontractor

The *key persons* are

Name (1)	[REDACTED]
Job	
Responsibilities	
Qualifications	
Experience	
Name (2)	[REDACTED]
Job	
Responsibilities	

Qualifications	
Experience	
Name (3)	[REDACTED]
Job	
Responsibilities	
Qualifications	
Experience	
Name (4)	[REDACTED]
Job	
Responsibilities	
Qualifications	
Experience	

The tendered total of the Prices is

£49,380.29

SECTION P – PRICES

P 100 Price List

[REDACTED]

SECTION S - SCOPE

S 100 Purpose of the service

S 105 *Client's objectives* Provision of professional technical resources to undertake onsite property surveys of mechanical, electrical and building fabric elements of FCDO buildings and grounds in Washington, USA. The intended output of these surveys will deliver mechanical, electrical and building fabric asset registers, asset condition reports, provide updated and refreshed forward maintenance and lifecycle costs (and associated phasing/scheduling recommendations), and also determine building construction types. We will plan, organise, manage, and deliver the provision of the services. In doing so, we will meet the business needs of both FCDO and the property / site users and provide a safe, secure, and

comfortable working environment for all personnel whilst minimising adverse impact on the operating environment and the business.

Upon appointment, we would propose a pre-start meeting be held between key stakeholders from your organisation and lead members of the Tetra Tech team. This will define key criteria in

assisting with the efficient delivery of the surveys.

This would include but not be limited to:

- Introductions between key team members
- Property layouts
- Existing Asset data
- O&M Manuals
- Access arrangements and site-specific contact details
- Anticipated Programme
- Health and Safety considerations - asbestos, confined spaces, working at height etc
- Review and refine report format to a mutually agreed output

S 110 Background

The FCDO Estates team are requesting the services of professional technical resources to undertake onsite property surveys of mechanical, electrical and building fabric elements of FCDO buildings and grounds in Washington, USA, including the review and refresh of existing forward maintenance and lifecycle information. The intended output of these surveys will deliver mechanical, electrical and building fabric asset registers, asset condition reports, provide updated and refreshed forward maintenance and lifecycle costs (and associated phasing/scheduling recommendations), and also determine building construction types.

S 115 Project location	<p>The Project location: British Embassy, Washington, USA. .</p> <p>[REDACTED]</p> <p>The <i>Consultant</i> checks the travel advice at https://www.gov.uk/foreign-travel-advice. before travelling and complies with any relevant safety advice. The <i>Consultant</i> complies with any security advice given by Post.</p> <p>(SAFE) – SAFE training is not required for staff visiting Washington.</p>
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S 200 Description of the service

S 205 Convention	In this Scope, NEC4 identified terms are in italics and NEC4 defined terms have capital initials. The terms used include those that are used in the Professional Service Contract and Engineering and Construction Contract.
S 210 Other defined terms	<p>The following additional defined terms are used in this Scope:</p> <p>“Contractor” means the contractor appointed by the <i>Client</i> to complete the <i>works</i>;</p> <p>“Project” means the asset for which the <i>Consultant</i> is Providing the Service.</p> <p>“Project Brief” is the document stating the project specific requirements annexed in Appendix S 1.1.</p>
S 215 Detailed description of the service	[REDACTED]

S 300 Existing information

S 305 Existing information	When required to Provide the Service, the <i>Consultant</i> obtains from the <i>Client</i> all existing information including, but not limited to, drawings, as-built information, existing survey information, existing design information as maybe necessary to Provide the Service.
S 310 Site inspections	<p>The <i>Consultant</i> visits the Site to assess, inspect and take account of the conditions as maybe necessary to Provide the Service. The <i>Consultant</i> notifies the <i>Client</i> of any physical Site restrictions that may affect the <i>works</i>.</p> <p>The minimum number of Site visits the <i>Consultant</i> is required to make is stated in S 215. If required in order to Provide the Service, the <i>Consultant</i> may make additional Site visits.</p>
S 315 Security requirements on Site	When visiting the Site the <i>Consultant</i> complies with all reasonable security requirements of the <i>Client</i> .

S 400 Specifications and standards

S 405 Project procurement strategy [REDACTED]

S 410 Project stages [REDACTED]

S 415 Statutory regulations applicable to the project location

The *Consultant* complies with UK statutory regulations unless otherwise stated in the Scope.

To the extent applicable, and when required to Provide the Service, the *Consultant* also complies with the law applicable to the Project location, including any statutory regulations and legislation.

In the event of any difference, discrepancy or conflict between the relevant laws, standards and regulations, the *Consultant* complies with the higher standards and obligations set out in such laws, standards and regulations.

S 421 Interpretation of *Client* standards

References to the following terms listed in the column heading entitled “Term” are construed as references to the corresponding terms listed under the column heading “Reference meaning” as defined or used in the contract as the context requires.

<u>Term</u>	<u>Reference meaning</u>
Post / Embassy	<i>Client’s</i> representative at the Site or the Site as construed from the context
Foreign and Commonwealth Office (FCO)	<i>Client</i>
Employer	<i>Client</i>
Estates, Network and Security Directorate (ESND)	<i>Client</i> stakeholder
TWO	Technical Works Officer
FM provider	Other

S 500 Constraints on how the *Consultant* is to Provide the Service (11.2(11))

S 505 Project team, including Others [REDACTED]

S 507 Security vetting The *Consultant* complies with the security vetting requirements stated in the Project Brief.

SC clearance is required for each person who carries out work in the Washington Embassy.

S 510 Communications (13.1)

All communications are in electronic form, transmitted via email. It is the responsibility of each team member to maintain records and file copies of communications and attachments as required.

Hard copies are used only when agreed between the *Client* and *Consultant*.

	<p>The name of the Project is FMR Audits – Asset data collection and forward maintenance for Washington DC, USA and this is the only title that is stated on all documentation including all communications, meeting notes and drawing title blocks.</p>
S 515 Meetings	[REDACTED]
S 520 Reporting	<p>The <i>Consultant</i> submits weekly progress reports to the <i>Client</i> which include the following minimum information:</p> <ul style="list-style-type: none"> • identification of key issues and decisions required, • information required and issued in the last reporting period, • activities to be undertaken in the next reporting period, • activities undertaken in the last reporting period and • identification of any delays encountered and mitigation measures being implemented. <p>The <i>Consultant</i> obtains the <i>Client's</i> acceptance of the format and content of its monthly progress reports before it submits the first report. The first report is submitted within one month of the <i>starting date</i>.</p>
S 525 Information format	[REDACTED]
S 530 Other consultants	<p>The <i>Consultant</i> co-operates with and co-ordinates its activities in order to Provide the Service with the Project team. This includes, but is not limited to:</p> <ul style="list-style-type: none"> • issuing and responding to communications, • issuing information, • reviewing and evaluating different design options, • revising and updating information, • reviewing and commenting on information received and • attending regular co-ordination meetings.
S 535 Procuring site surveys and other information	[REDACTED]
S 540 Quality management system	<p>The <i>Consultant</i> operates a quality management system which complies with the relevant parts of BS EN ISO 9001 and 9002 or similar standard agreed with the <i>Client</i>.</p>
S 545 Quality plan	<p>Unless otherwise agreed with the <i>Client</i>, the <i>Consultant</i> states as a minimum in the quality plan how, in Providing the Service, it intends to:</p> <ul style="list-style-type: none"> • manage its resources, • discuss, review and coordinate with the <i>Client</i>, the <i>Client's</i> other consultants and Others, • procure all necessary information, • manage Subcontractors (if applicable), • ensure compliance with the contract and • comply with recognised good practice, British Standards and Codes of Practice. <p>A reason for not accepting the quality plan is that it does not include the information which this Scope requires or it does not represent a practicable approach to Providing the Service.</p>

S 550 CDM Regulations	<p>Notwithstanding the Project location the <i>Consultant</i>:</p> <ul style="list-style-type: none"> • complies with its statutory duties under the CDM Regulations including, where applicable, in relation to the obligations imposed on designers, • when required advises the <i>Client</i> of its duties under the CDM Regulations, • prepares the preconstruction information, construction phase plan and the health and safety file and • co-operates with and assists the Principal Contractor in their respective duties under the CDM Regulations including identifying changes to the requirements of the Project to avoid, mitigate or control hazards from materials, conditions or procedures being considered for the Project likely to affect any person carrying out construction, maintenance or repair work on the Project.
S 555 Health and safety requirements	The <i>Consultant</i> complies with the health and safety requirements in the <i>Client's</i> standards identified in S 420.
S 560 Freedom of Information Act	The <i>Client</i> is subject to the requirements of any statutory code issued by Government from time to time, including the Code of Practice on Access to Government Information ("CoPAGI"), Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR"). The <i>Consultant</i> assists and co-operates with the <i>Client</i> to enable it to comply with its Information disclosure obligations.
S 561 FOIA Requests for Information	<p>The <i>Consultant</i>:</p> <ul style="list-style-type: none"> • notifies the <i>Client</i> of all Requests for Information (means a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or EIR) that it receives within 3 days, • submits all Information in their possession or under their control in the form that the <i>Client</i> requires following the <i>Client's</i> instruction and • provides all necessary assistance to enable the <i>Client</i> 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 EIR. <p>The <i>Client</i> is responsible for determining, at its absolute discretion, whether any Information is exempt from disclosure in accordance with the provisions of the CoPAGI, FOIA or the EIR.</p> <p>The <i>Consultant</i> does not respond directly to a Request for Information unless instructed to do so by the <i>Client</i>.</p>
S 562 Disclosing information	<p>Notwithstanding the confidentiality provisions in the contract, the <i>Client</i> may be required under the FOIA, or the EIR to disclose information concerning the <i>Consultant</i> or the <i>service</i>:</p> <ul style="list-style-type: none"> • in certain circumstances without notifying the <i>Consultant</i> or • following notification, may take account of any response from the <i>Consultant</i>. <p>The <i>Consultant</i> retains all Information for disclosure and permits the <i>Client</i> to inspect such records when notified by the <i>Client</i>.</p>
S 565 Environmental requirements	The <i>Consultant</i> Provides the Service in accordance with the <i>Client's</i> Sustainable Operations Policy annexed in Appendix S 5.2. This includes conserving energy, water and other resources, reducing waste and phasing out the use of ozone depleting substances and minimising the release of greenhouse gases, volatile

	<p>organic compounds and other substances damaging to health and the environment.</p> <p>When required to provide paper copies of deliverables, unless stated otherwise in the Scope, the <i>Consultant</i> uses recycled paper containing at least 80% post-consumer waste and used on both sides where appropriate.</p>
S 570 Government skills and apprenticeship initiative	<p>In line with the UK government commitment to expand apprenticeships in the public sector, the <i>Consultant</i>, including its Subcontractors, provide training and apprenticeship opportunities where it is appropriate to do so.</p> <p>For further information on the initiative, refer to the Cabinet Office joint statement on Access to Skills, Trade Unions and Advice on Government Contracting at http://www.cabinetoffice.gov.uk/media/cabinetoffice/workforcematters/assets/CO_joint_statement.pdf</p> <p>and the OGC guidance leaflet "Promoting Skills through Public Procurement" at http://www.ogc.gov.uk/documents/promoting_skills_through_public_procurement.pdf</p>
S 575 Code of conduct	<p>The <i>Consultant</i> ensures its people, including employees, agents and Subcontractor people, conduct themselves in a professional manner appropriate to the cultural practices of the Project location and to a standard expected of organisations associated with the <i>Client</i>.</p> <p>The <i>Consultant</i> ensures its people, including employees, agents and Subcontractor people are not under the influence or have in their possession drugs and/or alcohol that may impair their performance or cause a health and safety risk.</p>
S 580 Modern Slavery Act	<p>The <i>Consultant</i> submits an annual slavery and human trafficking statement each financial year. The statement discloses the steps taken by the <i>Consultant</i> to ensure human trafficking is not taking place in its business or states it has taken no steps.</p>
S 585 Data protection	<p>1.1 The following terms used in this section of the Scope have the definitions given to them in the General Data Protection Regulation (EU) 2016/679 (GDPR).</p> <ul style="list-style-type: none"> (1) The Data is personal data. (2) The <i>Client</i> is the controller. (3) The <i>Consultant</i> is the processor. <p>1.2 The <i>Consultant</i> processes the Data only in accordance with the Scope and in compliance with the requirements of the GDPR.</p> <p>1.3 The <i>Consultant</i> obtains written commitments to confidentiality from persons authorised to process the Data and requires them not to process the Data except in accordance with the Scope.</p> <p>1.4 The <i>Consultant</i> implements technical and organisational measures to maintain a level of security of the Data appropriate to the risk presented by processing.</p> <p>1.5 The <i>Consultant</i> includes in any subcontract which involves the processing of Data the same requirements for Data processing to those in this contract.</p>

Further subcontracting which involves the processing of Data is not made without the agreement of the *Client*.

1.6 The *Consultant* assists the *Client* by appropriate technical and organisational measures for the fulfilment of the *Client*'s obligation under the GDPR.

1.7 In accordance with the instruction of the *Client*, the *Consultant* deletes or returns the Data to the *Client* before the *defects date*.

1.8 The *Consultant* makes available to the *Client* information necessary to demonstrate compliance with the requirements for processing the Data.

1.9 The *Consultant* assists in audits, including inspections, conducted by or on behalf of the *Client*.

1.10 The *Consultant* immediately informs the *Client* if it believes that an instruction infringes the GDPR or data protection provisions of a Member of the European Union.

1.11 If instructed by the *Client*, the *Consultant* assists the *Client* to ensure compliance with its obligations under the GDPR.

S 600 Information and other things provided by the *Client* and Others

S 615 Consulting Others	<p>When required to Provide the Service the <i>Consultant</i> consults with, obtains information from and submits information to the following statutory authorities (or the equivalent authority relevant to the Project location), which include but may not be limited to:</p> <ul style="list-style-type: none"> • planning, • building control, • fire, • environmental, • heritage, • highways and • permit or licensing authority.
S 620 Planning and building control	<p>The <i>Consultant</i> does not communicate directly with the local authority unless agreed with the <i>Client</i>. When required to Provide the Service, the <i>Consultant</i> discusses and coordinates with the local authority to prepare and submit to them all information required to:</p> <ul style="list-style-type: none"> • complete any applications required for the project and • to discharge any conditions or matters.
S 625 <i>Client</i> 's stakeholders and users	<p>When required to Provide the Service, the <i>Consultant</i> regularly consults with and reviews the developing design and Projects operational requirements with the <i>Client</i>'s stakeholders and users which include but is not limited to:</p> <ul style="list-style-type: none"> • Estates, Network and Security Directorate (ESND), <p>The <i>Consultant</i> is responsible for recording all comments received from the <i>Client</i>'s stakeholders and users that are relevant to the <i>service</i> and agreeing how the design information is revised to resolve all such comments.</p>

S 700 Timing, programme and Completion

S 720 Sequence and timing (20.1)	The <i>Consultant</i> completes its <i>service</i> in accordance with the <i>Client's</i> overall programme constraints stated in the Project Brief.
S 725 Information and other things provided by the <i>Client</i> and Others (60.1(2))	The <i>Client</i> and Others provide information and other things to the <i>Consultant</i> at the times stated in the Project Brief.
S 730 Completion (11.2(1))	Completion occurs when the surveys have been completed and the data has been provided following their quality checks and sign off by the <i>Client</i> .

S 800 Other requirements of the *conditions of contract*

S 805 Information to be shown on invoices (50.2)	[REDACTED]
S 806 Details of how amount due has been assessed (50.2)	<p>Unless otherwise agreed with the <i>Client</i>, the <i>Consultant</i> submits details of how the amount due has been assessed in the form of the Price List showing the sum of each completed item less the sum of completed item at the last assessment date.</p> <p>Any expenses incurred since the last <i>assessment day</i> are identified separately. Receipts and proof of payment of expenses are included with the details.</p>
S 810 Form of documents for retention	<p>Material, documents and contract related correspondence are retained by the <i>Consultant</i> in electronic format that can be read by contemporary software packages (i.e. Microsoft Word and Excel and AutoCAD and Autodesk Revit). The <i>Consultant</i> maintains an archiving plan of retained documents and maintains copies of the software required to read them.</p> <p>The <i>Consultant</i> keeps records, retains and stores them in accordance with Code of Practice for archivists and records managers under Section 51(4) of the Data Protection Act 1998 or similar standard agreed by the <i>Client</i>.</p>
S 815 Expenses	The <i>Consultant</i> keeps records, invoices, receipts and all other documentation to support the payment of all expenses incurred and that are stated in Contract Data. The <i>Client</i> will pay all expenses on an open book passthrough basis so as not to incur any mark up or VAT.
S 820 <i>Client's</i> use of material (70.1)	The <i>Client</i> may use the material prepared by the <i>Consultant</i> for the purpose of construction, completion, maintenance, operation, reinstatement, repair, letting, promotion and / or advertisement of the Project.
S 825 The <i>Consultant's</i> use of material (70.3)	The <i>Consultant</i> does not use material prepared by it under the contract for any other purpose.

S 900 Not used

S 1000 Not used

S 1100 Not used

S 1200 Not used

S 1300 Transfer of rights

S 1305 (Z71.1) The *Consultant* grants an irrevocable 'non-exclusive' licence to the *Client* to use the material and design contained in them that have been prepared by the *Consultant* for any purpose including the construction, completion, maintenance, operation, reinstatement, repair, letting, promotion and / or advertisement of the project. The *Client* may transfer the licence to a third party or grant sub-licences.

S 1310 After notifying the *Consultant* the *Client* (including after termination or the *defects date*) may inspect within one week and during normal office hours any of the *Consultant's* material, documents or information prepared by the *Consultant* to Provide the Service.

S 1400 Not used

S 1500 Not used

S 1600 Not used

S 1700 Requirements resulting from *additional conditions of contract* (Option Z)

**FMR Audits – Asset data collection and forward maintenance for Washington DC, USA
Professional Service Short Contract**

APPOINTMENT

S 1705 (Z23.2)	The <i>Consultant</i> does not disclose information obtained in connection with the <i>service</i> except when necessary to carry out its duties under the contract.
S 1710 Non-disclosure undertakings (23.2)	If instructed by the <i>Client</i> , the <i>Consultant</i> ensures that its people, and Subcontractor people sign confidentiality undertakings in the form annexed in Appendix S 17.1 before starting work on the <i>service</i> . The <i>Client</i> prepares the confidentiality undertakings and sends them to the <i>Consultant</i> for signature. The <i>Consultant</i> arranges for them to be signed and returns them to the <i>Client</i> within two weeks.
S 1715 Photographs	The <i>Consultant</i> does not take photographs of the Site or work carried out in connection with the <i>service</i> unless it has obtained the agreement of the <i>Client</i> . The <i>Consultant</i> takes all necessary measures to prevent it or its Subcontractors people taking, publishing or otherwise circulating such photographs.

APPENDICES TO SECTION S

S 1.1 Project Brief

On file.

S 1.2 Supplier Proposal
[REDACTED]

S 5.2 Sustainable Operations Policy

Sustainable Operations Policy

“Climate Change is one of the gravest threats to our security and prosperity. Unless we take robust and timely action to deal with it, no country will be immune from its effects”

William Hague, Foreign Secretary, New York September 2010.

In order to address the threat from climate change, the Foreign and Commonwealth Office has made promoting sustainable global growth part of its Foreign Policy Priorities. The FCO is determined that all aspects of its operations at home and overseas are managed sustainably. It believes that environmental considerations must be at the heart of the way the FCO is run. Not only is this necessary to provide support and credibility to our policy goal of promoting a low carbon, high growth global economy, but is also essential if we are to meet our legal obligations and wider government targets on the sustainability of the government estate. We are therefore committed to continual improvement in our environmental performance, preventing pollution and minimising to the extent reasonably practicable, adverse environmental impacts.

We will work to fulfil these commitments by:

- Operating an ISO 14001 compliant Environmental Management System throughout our UK estate, and spreading the principles of the System through our overseas estate;
- Reviewing and understanding the environmental impact of our activities; Complying with all applicable UK, European and international environmental legislation, and any other environmental requirements to which we subscribe;
- Setting environmental objectives which are in accordance with “Sustainable Operations on the Government Estate” targets, and making progress towards these objectives. These targets cover carbon emissions, energy efficiency, waste management, recycling, water consumption, and utilisation of low-carbon or renewable sources of energy;
- Reducing energy and resource consumption in line with current best practice;
- Implementing FCO policy on sustainable procurement and complying with HMG Sustainable Procurement Task Force guidance;
- Avoiding the use of toxic and environmentally damaging materials where possible and preventing the accidental release of polluting substances;
- Fully integrating environmental factors into the design and management of our new buildings;
- Ensuring that this Policy is understood, implemented and advocated at all levels in the organisation and is supported by appropriate guidance and training;
- Openly communicating our progress in reducing environmental impact to interested internal and external parties and responding appropriately to reasonable requests for information (including Environmental Information Regulation requests);
- Regularly reviewing this Policy with the aim of cautious improvement in our performance.

Environmental Policy Statement on Operations: Explanatory note on Scope

The Foreign and Commonwealth Office Sustainable Operations policy has evolved from the FCO environmental policy statement of November 2000. The term “operations” can be defined as activities associated with the ongoing management of the FCO estate which have an impact or potential impact on the environment.

The ISO 14001 certified Environmental Management System (EMS) covers the FCO Offices in King Charles Street and Old Admiralty Building, together with offices on our site at Hanslope Park near Milton Keynes. This certification covers: facilities management, resource and energy use, waste management, travel, procurement and on-site supervision of contract work. This policy statement forms part of the documentation for the FCO EMS.

S 17.1 Form of confidentiality undertaking

CONFIDENTIALITY UNDERTAKING

(To be signed by persons employed in providing the services before being given access to Government information).

This Confidentiality Undertaking is made as a Deed by me [REDACTED] to the *Client* in connection with a contract between Tetra Tech Ltd and the *Client* for the provision of Estates Professional Services

I am employed by Tetra Tech Ltd I have been informed that I may be required to work for my employer in providing services to the *Client*.

I understand that information in the possession of the *Client* or obtained from the *Client* must be treated as its classification states.

I hereby give a formal undertaking, as a solemn promise to my employer and to the *Client*, that:

- 1. I will not communicate any of that information, or any other knowledge I acquire about the *Client* in the course of my work, to anyone who is not authorised to receive it in connection with that work; and
- 2. I will not make use of any of that information or knowledge for any purpose apart from that work.

I acknowledge that this applies to all information that is not already a matter of public knowledge and that it applies to both written and oral information.

I also acknowledge that this undertaking will continue to apply at all times in the future, even when the work has finished and when I have left my employment.

I have also been informed that I will be bound by the provisions of the Official Secrets Acts 1911 to 1989. I am aware that under those provisions it is a criminal offence to disclose information that has been given to me or my employer by the *Client*. I am aware that serious consequences (including criminal sanctions) may follow any breach of those provisions.

EXECUTED AS A DEED by:.....

Surname:

Forenames:

Date of Signature:

In the presence of (a).....(witness)

(b) (witness)

Contractor's Name:.....

SECTION C 100 – FORM OF AGREEMENT

[REDACTED]