

Crown Commercial Service

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

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Date: 13th April 2021

FORM OF AGREEMENT
Incorporating the NEC3 Professional Services Contract April 2013

Between

The Department for Work and Pensions (DWP)

And

ATKINS LIMITED

For the provision of

Professional Services to deliver a Climate Change Adaptation Study in FY2020/21

THIS AGREEMENT is made the 13th day of April 2021

PARTIES:

1. **THE DEPARTMENT FOR WORK AND PENSIONS** acting as part of the Crown (the "**Employer**"); and
2. **ATKINS LIMITED** which is a company incorporated in and in accordance with the laws of England and Wales (Company No. 00688424 whose registered office address is at Woodcote Grove, Ashley Road, Epsom, Surrey, KT18 5BW (the "**Consultant**").

BACKGROUND

- (A) The Minister for the Cabinet Office (the "**Cabinet Office**") as represented by Crown Commercial Service, a trading fund of the Cabinet Office, without separate legal personality (the "**Authority**"), established a framework for project management and full design team services for the benefit of public sector bodies.
- (B) The *Consultant* was appointed to the framework and executed the framework agreement (with reference number **RM3741**) which is dated 03 May 2017 (the "**Framework Agreement**"). In the Framework Agreement, the Consultant is identified as the "Supplier".
- (C) The *Consultant* has agreed to Provide the Services in accordance with this agreement and the Framework Agreement.

IT IS AGREED AS FOLLOWS:

1. The *Employer* will pay the *Consultant* the amount due and carry out his duties in accordance with the *conditions of contract* identified in the Contract Data and the Contract Schedules.
2. The *Consultant* will Provide the Services in accordance with the *conditions of contract* identified in the Contract Data and the Contract Schedules.
3. This Call Off Contract is the entire agreement between the parties in relation to the *services* and supersedes and extinguishes all prior arrangements, understandings, agreements, statements, representations or warranties (whether written or oral) relating thereto.
4. Neither party has been given, nor entered into this agreement in reliance on any arrangements, understandings, agreements, statements, representations or warranties other than those expressly set out in this agreement.
5. Nothing in clauses 3 or 4 shall exclude liability in respect of misrepresentations made fraudulently.
6. The Contract Schedules are:
 1. Contract Schedule 1 - The Statement of Requirements and Scope
 2. Contract Schedule 2 - Atkins Ltd Proposal dated 19th January 2021

3. Contract Schedule 3 - Government Commercial Function Supplier Code of Conduct
4. Contract Schedule 4 - DWP Security Policy
5. Contract Schedule 5 - Key Performance Indicators

Executed under hand

The Consultant

Signed by [REDACTED] as an Authorised Signatory for and on behalf of **ATKINS LIMITED**

.....

The Employer

Signed by [REDACTED] for and on behalf of The Secretary of State for Work and Pensions
of Caxton House, Tothill Street, London, SW1H 9NA

.....

Authorised signatory

Professional Services Contract

Contract Data

Part one – Data provided by the *Employer*

- 1 General**
- The *conditions of contract* are the core clauses and the clauses for main Option A, dispute resolution Option W2 and secondary Options X2, X10, X11, X18, X20, Y(UK)2, Y(UK)3 and Z of the NEC3 Professional Services Contract (April 2013). The *Employer* is Department for Work and Pensions of Caxton House, Tothill Street, London, SW1H 9NA.
 - The *Adjudicator* is the person agreed by the Parties from the list of *Adjudicators* published by the Royal Institution of Chartered Surveyors or nominated by the *Adjudicator nominating body* in the absence of agreement.
 - The services are as set out in The Statement of Requirements and Scope appended to this agreement.
 - The Scope is as set out in The Statement of Requirements and Scope appended to this agreement.
 - The *language of this contract* is English.
 - *The law of the contract* is the law of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction with regard to any dispute in connection with this Agreement and the Parties irrevocably agree to submit to the jurisdiction of those courts.
 - The *period for reply* is two weeks.
 - The *period for retention* is 6 years following Completion or earlier termination.
 - The *Adjudicator nominating body* is the *Royal Institution of Chartered Surveyors*.
 - The *tribunal* is arbitration.
 - The following matters will be included in the Risk Register:

Covid-19

- 2 The Parties' main responsibilities**
- The *Employer* provides access to the following persons, places and things
 - access to DWP premises as necessary.

- 3 Time**
- *The starting date* is 1st February 2021

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

4 Quality

- The quality policy statement and quality plan are provided within 2 weeks of the Contract Date.
- The *defects date* is 52 weeks after Completion of the whole of the *services*.

5 Payment

- The *assessment interval* is monthly.
- The *currency of this contract* is the pound sterling (£).
- The *interest rate* is, 3% per annum above the Bank of England base rate in force from time to time.

8 Indemnity, insurance and liability

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

event	cover	Period
failure of the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	£1,000,000 in respect of each claim, without limit to the number of claims except for claims arising out of pollution, contamination or fire safety notifications where the minimum amount of cover applies in the aggregate in any one period of insurance and except for claims arising out of asbestos where a lower level may apply in the aggregate.	from the <i>starting date</i> until 6 years following completion of the whole of the <i>services</i> or earlier termination
death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	As required under Framework Schedule 14 (Annex 1 - Part A)	from the <i>starting date</i> until all notified Defects have been corrected or earlier termination

death of or bodily injury to employees of the *Consultant* arising out of and in the course of their employment in connection with this contract

As required under Framework Schedule 14 (Annex 1 - Part C)

from the *starting date* until all notified Defects have been corrected or earlier termination

Optional Statements

If the *Employer* has decided the *completion date* for the whole of the *services*

The *completion date* for the whole of the *services* (unless otherwise agreed by the parties in writing) will be 31st March 2021.

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

- The *Consultant* is to submit a first programme for acceptance within two weeks of the Contract Date.

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

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

1: Completion of progress reports and attendance at progress meeting(s)

1: within timescales communicated in writing (which may include email) by the Employer to the Consultant as and when required.

If Option A is used:

- The *Consultant* prepares forecasts of the total *expenses* at intervals of no longer than 2 weeks, to align with fortnightly meetings between the Employer and the Consultant.

If Option C or E is used:

- The *Consultant* prepares forecasts of the total Time Charge and *expenses* at intervals of no longer than 2 weeks, to align with fortnightly meetings between the Employer and the Consultant.
- The *exchange rates* are those published in the Financial Times on the *assessment date* when payment in another currency is included in the Price for Services Provided to Date.

Option X1 Option X1 is not used

Option X2 If Option X2 is used

- *The law of the project* is the law of England and Wales.

Option X3 Option X3 is not used

Option X5 Option X5 is not used

Option X6 Options X6 is not used

Option X7 Option X7 is not used

Option X8 Option X8 is not used

Option X10 Option X10 is not used

Option X12 Option X12 is not used

Option X18 Option X18 is used

- The *Consultant's* liability to the *Employer* for indirect or consequential loss is limited to [REDACTED].
- The *Consultant's* total liability to the *Employer* for all matters arising under or in connection with the contract, other than excluded matters, is limited to [REDACTED].
- The *end of liability* date is 6 years after Completion of the whole of the *services*.

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

- *The incentive schedule* for Key Performance Indicators (KPIs) is in Contract Schedule 6
- Unless otherwise communicated by the Employer to the Consultant, a report of performance against each Key Performance Indicator is provided by the Consultant to the Employer at monthly intervals.
- The Parties shall meet within 5 Working Days following each KPI performance report being provided at a Performance Review Meeting. Without prejudice to the Improvement Plan Process set out below, actions and associated timescales will be agreed to share best practice and/or agree how improvements to performance will be implemented.
- The performance of the Consultant in the preceding month is classified as 'Good' if KPIs 1 to 4 are marked as Green, and KPIs 5 and 6 are marked as either Green or Amber.
- The performance of the Consultant in the preceding quarter is classified as 'Poor' if two or more of the KPIs are marked as Red.
- The performance of the Consultant in the preceding quarter is classified as 'Requiring Improvement' if the Key Performance Indicators are neither classified as 'Good' or 'Poor.'
- Where X20 is used, the amount due under clause 50 is adjusted to account for the application of the *incentive schedule*.
- The Employer reserves the right to disapply the *incentive schedule* where the Employer considers that mitigating circumstances apply.

Improvement Plan Process

- An **Improvement Plan** is the plan to address the impact of and prevent the reoccurrence of performance by the *Consultant* which is 'Poor' or 'Requiring Improvement'.
- Where the performance of the *Consultant* is 'Poor' or 'Requiring Improvement' in the previous month, the *Employer* may serve notice (an **Improvement Notice**) on the *Consultant* setting out sufficient detail to make it clear what the *Consultant* has to rectify.
- Where an Improvement Notice is served the *Consultant* submits to the *Employer* a draft Improvement Plan and the *Employer* reviews it as soon as possible and in any event within 10 Working Days (or such other period as the Parties agree) of the quarterly performance meeting or, if later, the date of service of the Improvement Notice. The *Consultant* submits a draft Improvement Plan even if it disputes the performance rating in the previous quarter.
- The draft Improvement Plan sets out:

1. full details of the performance rating in the previous quarter and which KPIs were rated as Red or Amber to achieve this rating; and
 2. the steps the *Consultant* proposes to take to rectify and improve the performance of these KPIs and to prevent any issues from recurring, including timescales for such steps.
- The *Consultant* provides the *Employer* with such additional information or documentation as the *Employer* reasonably requires.
 - The *Employer* notifies the *Consultant* that:
 1. it agrees the draft Improvement Plan; or
 2. it rejects the draft Improvement Plan because it is inadequate, for example because it is not detailed enough to evaluate, will take too long to complete, will not prevent reoccurrence of the Red or Amber markings it was drafted to improve or is otherwise unacceptable to the *Employer*. Where the *Employer* does so it shall set out its reasons for doing so.
 - Where the *Employer* accepts the Improvement Plan the *Consultant* immediately implements the actions in the Improvement Plan.
 - Where the *Employer* rejects the Improvement Plan the *Consultant* resubmits its draft Improvement Plan taking into account the *Employer's* comments within 5 Working Days of notice that the *Employer* rejects the preceding Improvement Plan.
 - Without prejudice to any other right or remedy of the *Employer*, the *Employer* may terminate this contract by written notice to the *Consultant* if performance of the *Consultant* is classified as 'Poor' in three or more consecutive months and the *Consultant* fails in respect of any of such incidences of 'Poor' performance:
 1. to submit a draft Improvement Plan to the *Employer*;
 2. to submit a draft Improvement Plan which the *Employer* acting reasonably does not approve;
 3. to implement an Improvement Plan agreed by the Parties by the date of rectification stipulated in the Improvement Plan; or
 4. following implementation of a previous Improvement Plan, where one or more of the same KPIs has received a Red marking in consecutive months for the same (or substantially the same) root cause.

Option Y(UK)1 Option Y(UK)1 is not used.

Option Y(UK)3 Option Y(UK)3 is not used

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

Z9, Z19, Z22, Z35, Z36, Z37, Z41 and Z48.

- Clause Z15** • Z15.1 (1) delete “Data Protection Act 1998” and add “Data Protection Act 2018”
- Delete Z15.1(2) and add: The parties agree that the only personal data to be processed by either party in relation to this Call Off Contract will be the business contact details of the staff of parties working on this Call Off Contract.

**Contract Data
relating to Z clauses**

Clause Z39 Financial Distress

If Clause Z39 applies, the *credit ratings* at the Contract Date and the rating agencies issuing them are:

party	rating agency	<i>credit rating</i>
<i>Consultant</i>	Fame	Secure

Clause Z42 Off Shoring of Data

The Risk Assessment is a full risk assessment and security review carried out by the *Employer* in accordance with the [Offshoring Policy for DWP Contractors](#) or any later revision or replacement.

Clause Z45 Apprenticeships

The percentage of the *Consultant's* employees require to be on formal apprenticeship programmes is n/a.

Part two – Data provided by the *Consultant*

1 Statements given in all contracts

- The *Consultant* is

Name Atkins Limited

Address Woodcote Grove, Ashley Road, Epsom, Surrey,
KT18 5BW

- The *key people* are
- Name: [REDACTED]
- Job: [REDACTED]
- Responsibilities: [REDACTED]
- Experience: [REDACTED]

Name: [REDACTED]

Job: [REDACTED]

Responsibilities: [REDACTED]

Experience: [REDACTED]

Name: [REDACTED]

Job: [REDACTED]

Responsibilities: [REDACTED]

Experience: [REDACTED]

- The *staff rates* are:

Job title	Rate
Partner/Director/Associate Director	[REDACTED]
Senior Professional	[REDACTED]
Professional	[REDACTED]
Senior Technician	[REDACTED]
Technician	[REDACTED]

- The following matters will be included in the Risk Register
Covid-19

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

N/A

If the programme is to be identified in the Contract Data

- The programme identified in the Contract Data is

N/A

If the *Consultant* states any expenses

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

item	amount
Expenses for site visits to up to twenty-five Employer sites.	[REDACTED]

If the *Consultant* requires additional access

The *Employer* provides access to all persons, places and things as deemed relevant and necessary for the Contract.

If Option A or C is used

- The *activity schedule* is Contract Schedule 2 - Atkins Ltd proposal dated 19th January 2021.
- The tendered total of the Prices is £49,297.24, exclusive of VAT and expenses.

Additional conditions of contract - clauses Z1 to Z48

Clause Z1 Interpretation and the law

Z1.1 In this contract, except where the context shows otherwise:

- references to a document include any revision made to it in accordance with this contract;
- references to a statute or statutory instrument include any amendment or re-enactment of it from time to time and any subordinate legislation or code of practice made under it;
- references to a British, European or International standard include any current relevant standard that replaces it;
- references to persons or organisations will be construed so as to include bodies corporate, unincorporated associations, partnerships and any other legal entity; and
- the words “includes” or “including” are construed without limitation.

Z1.2 Terms for which no interpretation is provided in this contract shall have the meaning ordinarily given to them by the legal profession where appropriate but otherwise shall be interpreted in accordance with their dictionary meaning.

Acquired Rights Directive is the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time

Authority means The Minister for the Cabinet Office ("Cabinet Office") as represented by Crown Commercial Service, a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP

Confidential Information is any information, however it is conveyed, that relates to the business, personnel, affairs, developments, trade secrets, ideas, concepts, schemes, information, knowledge, techniques, methodology, and without limiting the above anything else in the nature of know-how, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked “confidential”) or which ought reasonably to be considered to be confidential.

Consultant Personnel is all persons employed or engaged by the *Consultant* together with the *Consultant's* servants, agents, suppliers, consultants and Subconsultants (and all persons employed by any Subconsultant together with the Subconsultant's servants, consultants, agents, suppliers and sub-subconsultants);

Contracting Authorities means the bodies listed in the contract notice 2016/S 180-323830 on 14/09/2016 in the Official Journal of the European Union and “Contracting Authority” shall be construed accordingly;

Employment Regulations are the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as

amended or replaced or any other Regulations implementing the Acquired Rights Directive

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

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

Former Consultant is the *Consultant* supplying services to the *Employer* before the Relevant Transfer Date that are the same as or substantially similar to the service (or any part of the service) and shall include any sub-consultant of such supplier (or any sub-consultant of any such sub-consultant)

Information has the meaning given under section 84 of the Freedom of Information Act 2000

A **Prohibited Act** is:

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

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

Material means all designs, drawings, models, plans, specifications,

design details, photographs, brochures, reports, feasibility studies, planning submissions, notes of meetings, CAD materials, calculations, data, databases, schedules, programmes, bills of quantities, budgets and any other materials provided in connection with this contract and all updates, amendments, additions and revisions to them and any works, designs, or inventions incorporated or referred to in them for any purpose relating to this contract.

Relevant Transfer is a transfer of employment to which the Employment Regulations applies

Relevant Transfer Date is, in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place

Request for Information is a request for information or an apparent request under the FOIA or the Environmental Information Regulations

Security Policy means the *Employer's* security policy attached as a Contract Schedule as may be updated from time to time

Transferring Employer Employees are those employees of the *Employer* to whom the Employment Regulations will apply on the Relevant Transfer Date

Transferring Former Consultant Employees are, in relation to a Former Consultant, those employees of the Former Consultant to whom the Employment Regulations will apply on the Relevant Transfer Date

Working Day is any day other than a Saturday or Sunday or public holiday in England and Wales.

Clause Z2 Prevention of fraud and bribery

(i) Insert new clauses:

Z2.1 The *Consultant* represents and warrants that neither it, nor to the best of its knowledge any of its employees, have at any time prior to the Contract Date:

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

Z2.2. Throughout the period in which the *services* are performed the *Consultant* does not:

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

Z2.3 Throughout the period in which the *services* are performed the *Consultant*:

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

Z.2.4 The *Consultant* immediately notifies the *Employer* in writing if it becomes aware of any breach of clause Z2.1, Z2.2 and / or Z2.3 , or has reason to believe that it has or any of the its employees or Subconsultants have:

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

Prohibited Act; and/or

- received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this contract or otherwise suspects that any person or party directly or indirectly connected with this contract has committed or attempted to commit a Prohibited Act.

Z2.5 If the *Consultant* makes a notification to the *Employer* pursuant to clause Z2.4, the *Consultant* responds promptly to the *Employer's* enquiries, co-operates with any investigation, and allows the *Employer* to audit any books, records and/or any other relevant documentation in accordance with this contract.

Z2.6 Without limitation to clause 22.2 if the *Consultant* breaches Clause Z2.3, the *Employer* may instruct the *Consultant* to remove a person employed by the *Consultant* who has caused the *Consultant's* breach to remove that person and the *Consultant* shall immediately ensure that person has no further connection with the work included in this contract.

Clause Z3 Recovery of sums due from *Consultant*

Where the Employer is a Crown Body, then Z3.1 applies to the exclusion of Z3.2. Otherwise, Z3.2 applies to the exclusion of Z3.1.

Z3.1 Where under this contract any sum of money is recoverable from or payable by the *Consultant*, such sum may be deducted from or reduced by the amount of any sum or sums then due or which at any time after may become due to the *Consultant* under this contract or any other contract with any Department or Office of Her Majesty's Government.

Z3.2 Where under this contract or any other contract between the *Consultant* and the *Employer* any sum of money is recoverable from or payable by the *Consultant*, such sum may be deducted from or reduced by the amount of any sum or sums then due or which at any time after may become due to the *Consultant* under this contract or any other contract with the *Employer*.

Clause Z4 Assignment and Novation

Z4.1 The *Employer* is entitled to assign or otherwise dispose of its rights under this contract or any part thereof to:

- any Contracting Authority; or
- any other body (including any private sector body) which substantially performs any of the functions that previously had been performed by the *Employer*.

Z4.2 The *Consultant* does not, without the written consent of the *Employer*, assign or transfer this contract, or any part of, share of or

interest in it. In the absence of the *Employer's* written consent no sum of money becoming due under this contract is payable to any person other than the *Consultant*.

Z4.3 The *Employer* is entitled to, and the *Consultant* gives consent to, the novation of this contract or any part thereof to:

- any Contracting Authority; or
- any other body (including any private sector body) which substantially performs any of the functions that previously had been performed by the *Employer*;

upon such terms as the *Employer* proposes, provided that where such novation increases the burden on the *Consultant* pursuant to this contract, the novation shall be a compensation event. According a new clause 60.1(13) shall be added that reads "A novation pursuant to clause Z4.3 occurs which increases the burden on the *Consultant* pursuant to this contract".

Z4.5 Any change in the legal status of the *Employer* such that it ceases to be a Contracting Authority does not affect the validity of this contract. In such circumstances, this contract binds and inures to the benefit of any successor body to the *Employer*.

Z4.6 If this contract is novated to a body which is not a Contracting Authority or if a successor body which is not a Contracting Authority becomes the *Employer* (both such bodies being referred to in the remainder of this clause as the "transferee") the transferee is only able to assign, novate or otherwise dispose of its rights and obligations under this contract or any part thereof with the written consent of the *Consultant*.

Clause Z5 Discrimination

Z5.1 The *Consultant* does not discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to the Equality Act 2010, any predecessor statute of it or any amendment or re-enactment of it from time to time (the "Discrimination Acts").

Z5.2 In connection with the *services* the *Consultant* co-operates with and assists the *Employer* to satisfy his duty under the Discrimination Acts to eliminate unlawful discrimination and to promote equality of opportunity between persons of different racial groups and between disabled people and other people.

Z5.3 Where any employee or Subconsultant is required to carry out any activity alongside the *Employer's* employees, the *Consultant* ensures that each such employee or Subconsultant complies with the *Employer's* employment policies and codes of practice relating to discrimination and equal opportunities.

Z5.4 The *Consultant* notifies the *Employer* in writing as soon as he becomes aware of any investigation or proceedings brought against the *Consultant* under the Discrimination Acts in connection with this contract and

- provides any information requested by the investigating body,

court or tribunal in the timescale allotted,

- attends (and permits a representative from the *Employer* to attend) any associated meetings,
- promptly allows access to any relevant documents and information and
- cooperates fully and promptly with the investigatory body, court or tribunal.

Z5.5 The *Consultant* indemnifies the *Employer* against all costs, charges, expenses (including legal and administrative expenses) and payments made by the *Employer* arising out of or in connection with any investigation or proceedings under the Discrimination Acts resulting from any act or omission of the *Consultant*.

Z5.6 The *Consultant* includes in the conditions of contract for each Subconsultant obligations substantially similar to those set out above.

Clause Z6 Conflict of interest

Z6.1 The *Consultant* does not take an action which would cause a conflict of interest to arise in connection with this contract. The *Consultant* notifies the *Employer* if there is any uncertainty about whether a conflict of interest may exist or arise.

Z6.2 The *Consultant* immediately notifies the *Employer* of any circumstances giving rise to or potentially giving rise to conflicts of interest relating to the *Consultant* and/or the *Employer* (including without limitation its reputation and standing), of which it is aware or anticipates may justify the *Employer* taking action to protect its interests.

Z6.3 The *Consultant* must take positive steps to mitigate any conflict of interest that may exist or arise under Clause Z6.1 or there are circumstances that may give rise to a conflict of interest under Z6.2.

Z6.4 Should the Parties be unable to either remove the conflict of interest and/or to reduce its damaging effect to a reasonably acceptable level, the *Employer* has the right to terminate this contract whereupon the provisions of PSC clause 92.2 apply to the termination.

Clause Z7 Merger, take-over or change of control

Z7.1 In clauses Z7, Z30 (Consortia), Z39 (Financial Distress), Z40 (Change of Control – new guarantee) and Z41 (Parent Company Guarantee)

- **Change of Control** is an event where a single person (or group of persons acting in concert)
 - acquires Control of the *Consultant* or
 - acquires a direct or indirect interest in the relevant share capital of the *Consultant* and as a result holds or controls the largest direct or indirect interest in (and in any event more than 25% of) the relevant share capital of the

Consultant,

- **Consortium Member** is an organisation or person which is a member of a group of economic operators comprising the *Consultant*, whether as a participant in an unincorporated joint venture or a shareholder in a joint venture company,
- **Control** has the meaning set out in section 1124 of the Corporation Tax Act 2010,
- **Controller** is the single person (or group of persons acting in concert) that
 - has Control of the *Consultant* or a Consortium Member or
 - holds or controls the largest direct or indirect interest in the relevant share capital of the *Consultant* or a Consortium Member,
- **Credit Rating Threshold** means the minimum credit rating for the *Consultant*, a Consortium Member or a proposed guarantor, such credit rating being set out at Annex 2 to Schedule 16 of the Framework Agreement,
- **Framework Agreement** means the framework agreement pursuant to which this contract has been entered into
- **Guarantor** is a person who has given a Parent Company Guarantee to the *Employer* and
- **Parent Company Guarantee** is a guarantee of the *Consultant's* performance in the form set out in the Scope, or if not set out in the Scope, the template form attached to this contract.

Z7.2 A Change of Control does not happen without the prior agreement of the *Employer*, and if a Change of Control occurs without the *Employer's* prior consent, then the *Employer* may treat the Change of Control as a substantial failure by the *Consultant* to comply with his obligations.

Z7.3 The *Consultant* notifies the *Employer* immediately if a Change of Control has occurred or is expected to occur.

Z7.4 If the Change of Control will not allow the *Consultant* to perform its obligations under this contract, the *Employer* may treat the Change of Control as a substantial failure by the *Consultant* to comply with his obligations.

Z7.5 The *Consultant* notifies the *Employer* immediately of any material change in

- the direct or indirect legal or beneficial ownership of any shareholding in the *Consultant*. A change is material if it

relates directly or indirectly to a change of 3% or more of the issued share capital of the *Consultant*, or

- the composition of the *Consultant*. Without limitation a change is material if it directly or indirectly affects the performance of this contract by the *Consultant*.

Z7.6 The *Consultant* notifies the *Employer* immediately of any change or proposed change in the name or status of the *Consultant*.

Z7.7 If the *Consultant* does not provide a notification required by clause Z7.5 or Z7.6, the *Employer* may treat that failure as a substantial failure by the *Consultant* to comply with his obligations.

Z7.8 In this clause Z7 a Change of Control in relation to

- material change in the ownership of shares in, or
- change in the name or status of

a Consortium Member is treated as a change relating to the *Consultant*.

Clause Z8 Appointment of *Adjudicator*

Z8.1 The *Adjudicator's* appointment under the NEC *Adjudicator's* Contract current at the *starting date* includes the following additional conditions of contract

"The *Adjudicator* complies, and takes all reasonable steps to ensure that any persons advising or aiding him comply, with the Official Secrets Act 1989. Any information concerning the *contract between the Parties* obtained either by the *Adjudicator* or any person advising or aiding him is confidential, and may not be used or disclosed by the *Adjudicator* or any such person except for the purposes of this Agreement."

Clause Z9 Clause Z9 is not used.

Clause Z10 *Employer's* Codes of Conduct

Z10.1 The *Consultant* complies (and ensures that any person employed by him or acting on his behalf complies) with the *Employer's* code of conduct to the extent one is included as a Contract Schedule to this contract. The *Consultant* complies with the code of conduct until Completion and for the *period of retention*.

Z10.2 A failure to comply with this clause is treated as a substantial failure by the *Consultant* to comply with his obligations.

Clause Z11 Fair payment

Z11.1 The *Consultant* assesses the amount due to a Subconsultant

without taking into account the amount assessed under this contract.

Z11.2 The *Consultant* includes in the contract with each Subconsultant

- a period for payment of the amount due to the Subconsultant not greater than 19 days after the date on which payment becomes due under this contract. The amount due includes, but is not limited to, payment for work which the Subconsultant has completed from the previous assessment date up to the current assessment date in this contract,
- a provision requiring the Subconsultant to include in each subsubcontract the same requirement, except that the period for payment is to be not greater than 23 days after the date on which payment becomes due under this contract and
- a provision requiring the Subconsultant to assess the amount due to a subsubconsultant without taking into account the amount paid by the *Consultant*.

Z11.3 The *Consultant* notifies non-compliance with the timescales for payment through the Efficiency and Reform Group supplier feedback service. The *Consultant* includes this provision in each subcontract, and requires Subconsultants to include the same provision in each subsubcontract.

Z11.4 A failure to comply with this condition is treated as a substantial failure by the *Consultant* to comply with his obligations.

Clause Z12 Confidentiality

Z12.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this contract, each party shall:

- treat the other party's Confidential Information as confidential and safeguard it accordingly; and
- not disclose the other party's Confidential Information to any other person without that other party's prior written consent.

Z12.2 Clause Z12.1 shall not apply to the extent that:

- such disclosure is a requirement of the law of the contract placed upon the party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to clause Z16 (Freedom of Information);
- such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure;
- such information was obtained from a third party without obligation of confidentiality;
- such information was already in the public domain at the time of disclosure otherwise than by a breach of this contract; or
- it is independently developed without access to the other party's

Confidential Information.

Z12.3 The *Consultant* shall not, and shall procure that the Consultant Personnel do not, use any of the *Employer's* Confidential Information received otherwise than for the purposes of this contract.

Z12.4 The *Consultant* may only disclose the *Employer's* Confidential Information to the Consultant Personnel who are directly involved in the provision of the services and who need to know the information, and shall ensure that such Consultant Personnel are aware of, acknowledge the importance of, and comply with these obligations as to confidentiality. In the event that any default, act or omission of any Consultant Personnel causes or contributes (or could cause or contribute) to the *Consultant* breaching its obligations as to confidentiality under or in connection with this contract, the *Consultant* shall take such action as may be appropriate in the circumstances, including the use of disciplinary procedures in serious cases. To the fullest extent permitted by its own obligations of confidentiality to any Consultant Personnel, the *Consultant* shall provide such evidence to the *Employer* as the *Employer* may reasonably require (though not so as to risk compromising or prejudicing the case) to demonstrate that the *Consultant* is taking appropriate steps to comply with this clause, including copies of any written communications to and/or from Consultant Personnel, and any minutes of meetings and any other records which provide an audit trail of any discussions or exchanges with Consultant Personnel in connection with obligations as to confidentiality.

Z12.5 At the written request of the *Employer*, the *Consultant* shall procure that those members of the Consultant Personnel identified in the *Employer's* notice signs a confidentiality undertaking prior to commencing any work in accordance with this contract.

Z12.6 Nothing in this contract shall prevent the *Employer* from disclosing the *Consultant's* Confidential Information:

- to any Crown Body or any other Contracting Authorities. All Crown Bodies or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Authority;
- to any consultant, contractor or other person engaged by the *Employer* or any person conducting an Office of Government Commerce gateway review;
- for the purpose of the examination and certification of the *Employer's* accounts; or
- for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the *Employer* has used its resources.

and for the purposes of the foregoing, disclosure of the *Consultant's* Confidential Information shall be on a confidential basis and subject to

a confidentiality agreement or arrangement containing terms no less stringent than those placed on the *Employer* under this clause Z12.6.

Z12.7 The *Employer* shall use all reasonable endeavours to ensure that any government department, Contracting Authority, employee, third party or Subconsultant to whom the *Consultant's* Confidential Information is disclosed pursuant to the above clause is made aware of the *Employer's* obligations of confidentiality.

Z12.8 Nothing in this clause shall prevent either party from using any techniques, ideas or know-how gained during the performance of this contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of intellectual property rights.

Clause Z13 Security Requirements

Z13.1 The *Consultant* complies with, and procures the compliance of its personnel, with:

- the Security Policy;
- the Security Management Plan produced pursuant to the Security Provisions; and
- the Security Provisions contained within the Security Policy or the Scope.

Z13.2 The *Consultant* shall ensure that the Security Management Plan produced by the *Consultant* fully complies with the Security Policy.

Clause Z14 Official Secrets Act

Z14.1 The Official Secrets Act 1989 applies to this contract from the *starting date* until the *defects date* or earlier termination.

Z14.2 The *Consultant* notifies his employees and Subconsultants of their duties under the Official Secrets Act 1989.

Z14.3 A failure to comply with this clause is treated as a substantial failure by the *Consultant* to comply with his obligations.

Z14.4 The *Consultant* complies with the staff vetting and training requirements stated in the Scope, if any.

Clause Z15 Data Protection

Z15.1

(1) The Data Protection Acts are the Data Protection Act 1998 (as amended) and any other laws or regulations relating to privacy or personal data.

(2) The parties agree that the only personal data to be processed by either party in relation to this Call Off Contract will be the business contact details of the staff of each party working on this Call Off

Contract.

Z15.2 For the purposes of this contract and the Data Protection Acts

- the *Employer* is the Data Controller and
- the *Consultant* is the Data Processor.

Z15.3 The *Consultant* processes the Personal Data in accordance with (and so as not to put the *Employer* in breach of) the Data Protection Acts and only to the extent necessary for the purpose of performing his obligations under this contract.

Z15.4 The *Consultant* has in place for as long as it holds the Personal Data

- appropriate technical and organisational measures (having regard to the nature of the Personal Data) to protect the Personal Data against accidental, unauthorised or unlawful processing, destruction, loss, damage, alteration or disclosure and
- adequate security programmes and procedures to ensure that unauthorised persons do not have access to the Personal Data or to any equipment used to process the Personal Data.

Z15.5 The *Consultant* immediately notifies the *Employer* if it receives

- a request from any person whose Personal Data it holds to access his Personal Data or
- a complaint or request relating to the *Employer's* obligations under the Data Protection Acts.

Z15.6 The *Consultant* assists and co-operates with the *Employer* in relation to any complaint or request received, including

- providing full details of the complaint or request,
- complying with the request within the time limits set out in the Data Protection Acts and in accordance with the instructions of the *Employer* and
- promptly providing the *Employer* with any Personal Data and other information requested by him.

Z15.7 The *Consultant* complies with the requirements of the *Employer* in relation to the storage, dispatch and disposal of Personal Data in any form or medium.

Z15.8 The *Consultant* immediately notifies the *Employer* on becoming aware of any breach of this clause or of the Data Protection Acts.

Z15.9 The *Consultant* does not process Personal Data outside the European Economic Area (the "EEA") without the prior written agreement of the *Employer*.

Z15.10 If the *Consultant* becomes aware that Personal Data will be transferred or processed outside the EEA, the *Consultant* sends the *Employer* details of:

- the Personal Data which will be processed outside the EEA;

-
- the countries where the Personal Data will be processed;
 - any Subconsultants or other third parties who will be processing and/or receiving Personal Data outside the EEA; and
 - proposals to ensure the *Consultant* will provide adequate levels of protection and safeguards of the Personal Data that will be processed outside the EEA to ensure compliance with the Data Protection Acts.

Z15.11 Where the *Employer* agrees to the *Consultant* processing or transferring Personal Data outside the EEA the *Consultant* complies with the instructions of the *Employer* and provides an adequate level of protection to any Personal Data in accordance with the Data Protection Acts

Clause Z16 Freedom of Information

Z16.1. The *Consultant* acknowledges that unless the *Employer* has notified the *Consultant* that the *Employer* is exempt from the provisions of the FOIA, the *Employer* is subject to the requirements of the FOIA and the Environmental Information Regulations. The *Consultant* cooperates with and assists the *Employer* so as to enable the *Employer* to comply with its information disclosure obligations.

Z16.2 The *Consultant*:

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

Z16.3 The *Employer* is responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

Z16.4 The *Consultant* does not respond directly to a Request for Information unless authorised to do so by the *Employer*.

Z16.5 The *Consultant* acknowledges that the *Employer* may, acting in accordance with the MoJ Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of

Information Act 2000, be obliged to disclose Information without consulting or obtaining consent from the *Consultant* or despite the *Consultant* having expressed negative views when consulted.

Z16.6 The *Consultant* ensures that all Information is retained for disclosure throughout the period for retention and permits the *Employer* to inspect such records as and when reasonably requested from time to time.

Clause Z17 Records and Audit Access

Z17.1 In addition to its obligations under clause 13.6 of the *conditions of contract* the *Consultant* keeps documents and information obtained or prepared by the *Consultant* or any Subconsultant in connection with this contract for the *period for retention*.

Z17.2 The *Consultant* permits the *Employer*, comptroller, auditor general and any other auditor appointed by the *Employer* to examine documents held or controlled by the *Consultant* or any Subconsultant.

Z17.3 The *Consultant* provides such oral or written explanations as the *Employer* or comptroller and auditor general considers necessary.

Z17.4 The *Consultant* acknowledges that, for the purpose of examining and certifying the *Employer's* accounts or any examination pursuant to Section 6(1) of the National Audit Act 1983, the comptroller and auditor general or any other auditor appointed by the *Employer* may examine documents held or controlled by the *Consultant* or any Subconsultant and may require the *Consultant* to provide such oral or written explanations as he considers necessary. The *Consultant* promptly complies with any such requirements at his own cost. This clause does not constitute a requirement or agreement for the purposes of section 6(3)(d) of the National Audit Act 1983 for the examination, certification or inspection of the accounts of the *Consultant* and the carrying out of an examination under Section 6(3)(d) of the National Audit Act 1983 in relation to the *Consultant* is not a function exercisable under this contract.

Clause Z18 Reporting: Small and Medium Enterprises

Z18.1 In this clause "SME" is

- a Subconsultant or
- a subconsultant to a Subconsultant

that also:

- is autonomous,
- is a United Kingdom or European Union enterprise not owned or controlled by a non-United Kingdom or non-European Union parent company,
- for a medium sized enterprise (medium class) employs fewer than 250 staff, has turnover no greater than 50 million Euros and does not have a balance sheet greater than 43 million

Euros,

- for a small sized enterprise (small class) employs fewer than 50 staff, has turnover no greater than 10 million Euros and does not have a balance sheet greater than 10 million Euros and
- for a micro sized enterprise (micro class) employs fewer than 10 staff, has turnover no greater than 2 million Euros and does not have a balance sheet greater than 2 million Euros.

Z18.2 For each SME employed in connection with the *services*, the *Consultant* reports to the *Employer* on a monthly basis from the *starting date* until Completion and at the *defects date*

- the name of the SME,
- the class of SME (medium, small or micro),
- the value and percentage of the contract undertaken by the SME,
- the amounts paid to the SME and
- the aggregated value paid to the SME since the *starting date*.

Z18.3 The *Consultant* acknowledges that the *Employer* may

- publish the information supplied under clause Z18.2, along with the *Consultant's* name and this contract name and
- pass the information supplied under this clause Z18 to any government department who may then publish it along with the names of the SMEs, the *Consultant's* name and this contract name.

Z18.4 The *Consultant* ensures that the conditions of contract for each Subconsultant who is an SME include

- a term allowing the *Employer* to publish the information supplied under Z18.2 and
- obligations substantially similar to those set out in this clause Z18.

Z18.5 The *Consultant* further ensures that the conditions of contract for each Subconsultant include a requirement that the conditions of contract for any subsubconsultant engaged by the Subconsultant who is an SME include obligations substantially similar to those set out in clause Z218.4.

Clause Z19 **Clause Z19 is not used.**

Clause Z20 **Tax Non-Compliance**

Z20.1

- (1) Tax Non-Compliance is where a tax return submitted by the *Consultant* to a Relevant Tax Authority on or after 1 October 2012

is found on or after 1 April 2013 to be incorrect as a result of:

- a Relevant Tax Authority successfully challenging the *Consultant* under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rule or legislation with similar effect or
- the failure of an avoidance scheme in which the *Consultant* was involved which was (or should have been) notified to a Relevant Tax Authority under the DOTAS or a similar regime or
- gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax-related offences which is not spent at the Contract Date or to a civil penalty for fraud or evasion.

(2) DOTAS are the Disclosure of Tax Avoidance Schemes rules contained in Part 7 of the Finance Act 2004 and in secondary legislation made pursuant to it, as extended to National Insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012 (SI 2012/1868).

(3) General Anti-Abuse Rule is

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

(4) Halifax Abuse Principle is the principle explained in the CJEU case C-255/02 Halifax and others.

(5) Relevant Tax Authority is HM Revenue & Customs or, if the *Consultant* is established in another jurisdiction, the tax authority in that jurisdiction.

Z20.2 The *Consultant* warrants that it has notified the *Employer* of any Tax Non-Compliance or any litigation in which it is involved relating to any Tax Non-Compliance prior to the Contract Date.

Z25.3 The *Consultant* notifies the *Employer* within one week of any Tax Non-Compliance occurring after the Contract Date and provides details of

- the steps the *Consultant* is taking to address the Tax Non-Compliance and to prevent a recurrence,
- any mitigating factors that it considers relevant and
- any other information requested by the *Employer*.

Z20.4 The *Consultant* is treated as having substantially failed to comply with his obligations if

- the warranty given by the *Consultant* under clause Z20.2 is untrue,
- the *Consultant* fails to notify the *Employer* of a Tax Non-Compliance or
- the *Employer* decides that any mitigating factors notified by the

Consultant are unacceptable.

Clause Z21 Quality Management Points

Z21.1 Quality Management Points are points accrued by the *Consultant* in accordance with the Quality Table set out below. Quality Management Points accrue for the failures listed on the Quality Table whether arising from an audit by the *Consultant*, the *Employer* or the relevant accreditation body

Z21.2 If the *Consultant* fails to comply with his quality management system, the *Consultant* accrues Quality Management Points from the date when the failure is identified in accordance with the Quality Table. The number of Quality Management Points is reduced in accordance with the Quality Table.

Z21.3 The *Consultant* maintains a register of the number of Quality Management Points in effect, showing when Quality Management Points accrue and are removed.

Z21.4 If the number of Quality Management Points in effect at any time is more than 25 points, the *Consultant* and the *Employer* meet within one week to consider ways of reducing the number of Quality Management Points in effect to 25 or less and to avoid accruing further Quality Management Points. The *Consultant* submits a report to the *Employer* within one week of the meeting setting out

- the actions agreed at the meeting and
- any other actions which the *Consultant* proposes to take immediately to reduce the number of Quality Management Points in effect to 25 or less and to avoid accruing further Quality Management Points.

Z21.5 If the *Employer* does not accept the *Consultant's* proposals or the *Consultant* does not take the agreed actions, the *Employer* serves a quality warning notice on the *Consultant*. Within one week of receipt of the quality warning notice, the *Consultant* submits a report to the *Employer* setting out the actions which the *Consultant* has taken and what further or alternative actions he proposes to take to reduce the number of Quality Management Points in effect to 25 or less.

Z21.6 Until the number of Quality Management Points in effect is reduced to 25 or less, the *Consultant* takes the actions detailed in his reports and submits weekly up date reports to the *Employer* setting out the actions he has taken, the results of those actions and the actions

which are still to be taken by him.

Z21.7 Failure to take actions to reduce the number of Quality Management Points in effect to 25 or less is treated as a substantial failure by the *Consultant* to comply with his obligations.

Quality Table

Failure	Quality Management Points	Period of effect
Failure to have a complete Quality Plan in place and operating	25	Until audit confirms that Quality Plan complete and operating
The Quality Plan does not comply with the requirements of this contract	10 per failure	Until audit confirms that Quality Plan complies
Failure to raise a Non-Conformity report	5 per [Non-Conformity]	6 months
Failure to raise a corrective action report	5 per [Non-Conformity]	6 months
Failure to correct Quality Plan in manner set out in a corrective action report (see note 1 below)	10 per failure	Until failure corrected
Failure to implement recommendations in audit report (see note 1 below)	5 per recommendation	Until audit confirms that recommendation implemented
Failure to carry out internal audit	25 per audit	Until audit carried out
Carrying out work without release of hold point	10 per item	6 months
Failure to make records available for inspection by the <i>Employer</i>	10 per failure	Until the records are made available
Failure to allow access for <i>Employer</i> audits	10 per failure	Until <i>Employer</i> audit is carried out
Failure by <i>Consultant</i> to accrue Quality	The number of Quality	Applicable to the failure that should

Management Points that should have been accrued	Management Points that should have been accrued	have accrued Quality Management Points
	plus an additional number of Quality Management Points equivalent to the Quality Management Points that should have been accrued	6 months
Note 1: For these failures additional Quality Management Points are accrued at each audit until an audit confirms that rectification/correction/implementation/action has taken place.		

Clause Z22 Transfer of Undertakings (Protection of Employment) Regulations 2006 (“TUPE”)

Z22.1 The Parties agree that:

- where the commencement of the provision of the *service* or any part thereof results in one or more Relevant Transfers, Contract Schedule 1 shall apply as follows:
- where the Relevant Transfer involves the transfer of Transferring Employer Employees, Part A of Contract Schedule 1 shall apply;
- where the Relevant Transfer involves the transfer of Transferring Former Consultant Employees, Part B of the Contract Schedule 1 shall apply;
- where the Relevant Transfer involves the transfer of Transferring Employer Employees and Transferring Former Consultant Employees, Parts A and B of Contract Schedule 1; and
- Part C of Contract Schedule 1 shall not apply;
- where commencement of the provision of the *service* or a part of thereof does not result in a Relevant Transfer, Part C of Contract Schedule 1 shall apply and Parts A and B of Contract Schedule 1 shall not apply; and
- Part D of Contract Schedule 1 shall apply on the expiry or termination of the *service* or any part of thereof.

Clause Z23 Changes to *staff rates* and Subconsultants

Z23.1 When the *Consultant* proposes a revision to an existing *staff rate* or a new *staff rate*, the proposal is accompanied by a certificate from the

Consultant's (or if appropriate Consortium Member's – as defined in clause Z7) Chief Financial Officer or Director of Finance (or an equivalent officer authorised to bind the *Consultant* and agreed by the *Employer* before the proposal is issued) confirming that the proposal

- is accurate and not misleading,
- has been prepared in conformity with generally accepted accounting principles within the United Kingdom,
- is a true and fair reflection of the information included within the *Consultant's* books, management and statutory accounts and other documents and records and
- complies with this contract.

Z23.2 If a Subconsultant wishes to propose revisions to an existing staff rate or a new staff rate and the *Consultant* considers that, in order to comply with any law, the Subconsultant should submit its proposal directly to the *Employer*, the *Consultant* submits a request to that effect to the *Employer* for acceptance. A reason for not accepting the *Consultant's* request is that the law does not require the Subconsultant to submit its proposal directly to the *Employer*. If the *Employer* accepts the *Consultant's* request, the *Consultant* directs the Subconsultant to submit its proposal directly to the *Employer*.

Z23.3 Where, in order to verify an invoice submitted by the *Consultant*, the *Employer* requires a Subconsultant to provide

- records of any Time Charge and expenses incurred by it or
- a certificate that its invoice and records of any Time Charge and expenses incurred by it are accurate and not misleading

and the *Consultant* considers that, in order to comply with any law, the Subconsultant should submit its records and certificate directly to the *Employer*, the *Consultant* submits a request to that effect to the *Employer* for acceptance. A reason for not accepting the *Consultant's* request is that the law does not require the Subconsultant to submit its records and certificate directly to the *Employer*. If the *Employer* accepts the *Consultant's* request, the *Consultant* directs the Subconsultant to submit its records and certificate directly to the *Employer*.

Z23.4 The *Consultant* includes in the conditions of contract for each Subconsultant

- provisions substantially similar to those set out in clause Z23.1,
- a right for the *Employer* to audit any records and certificates provided by the Subconsultant under this clause Z23,
- an obligation on the Subconsultant to discuss directly with the *Employer* any concerns that the *Employer* may have as to the accuracy of any records and certificates provided by the Subconsultant,
- a right for the *Consultant* to recover from the Subconsultant (or to deduct from any amount that would otherwise be due to the Subconsultant) the amount of any overpayment identified by the *Employer* as a result of its audits and discussions with the

Subconsultant and

- an acknowledgment from the Subconsultant that the *Employer* may enforce these provisions directly against the Subconsultant under the Contracts (Rights of Third Parties) Act 1999.

Clause Z24 Insurance cover

Z24.1 All insurances required to be effected and maintained under this contract by the *Consultant* are placed with reputable insurers, to whom the *Employer* has no reasonable objection and upon customary and usual terms prevailing for the time being in the insurance market. The said terms and conditions do not include any term or condition to the effect that any insured must discharge any liability before being entitled to recover from the insurers, or any other term or condition which might adversely affect the rights of any person to recover from the insurers pursuant to the Third Parties (Rights Against Insurers) Act 2010 or the Third Parties (Rights Against Insurers) Act (Northern Ireland) Order 1930 as amended by the Insolvency (Northern Ireland) Order 1989.

Z24.2 Nothing in this clause relieves the *Consultant* from any of its obligations and liabilities under this contract.

Clause Z25 Professional indemnity insurance

Z25.1 The *Consultant* obtains and maintains the professional indemnity insurance required by Clause 81.1 of the *conditions of contract* 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 on the basis and in an amount not less than that stated in the Contract Data, provided always that such insurance is available at commercially reasonable rates. The said terms and conditions do not include any term or condition to the effect that the *Consultant* must discharge any liability before being entitled to recover from the insurers, or any other term or condition which might adversely affect the rights of any person to recover from the insurers pursuant to the Third Parties (Rights Against Insurers) Act 2010 or the Third Parties (Rights Against Insurers) Act (Northern Ireland) 1930 as amended by the Insolvency (Northern Ireland) Order 1989.

Z25.2 The *Consultant* does not without the prior written approval of the *Employer* settle or compromise with the insurers any claim which the *Consultant* may have against the insurers and which relates to a claim by the *Employer* against the *Consultant*, nor by any act or omission lose or prejudice the *Consultant's* right to make or proceed with such a claim against the insurers.

Z25.3 The *Consultant* immediately informs the *Employer* if the professional indemnity insurance ceases to be available at rates and on terms that the *Consultant* considers to be commercially reasonable. Any increased or additional premium required by insurers by reason of the *Consultant's* own claims record or other acts, omissions, matters or things particular to the *Consultant* is deemed to be within commercially

reasonable rates.

Z25.4 The *Consultant* co-operates fully with any measures reasonably required by the *Employer* including (without limitation) completing any proposals for insurance and associated documents, maintaining such insurance at rates above commercially reasonable rates if the *Employer* undertakes in writing to reimburse the *Consultant* in respect of the net cost of such insurance to the *Consultant* above commercially reasonable rates or, if the *Employer* effects such insurance at rates at or above commercially reasonable rates, reimbursing the *Employer* in respect of what the net cost of such insurance to the *Employer* would have been at commercially reasonable rates.

Z25.5 The above obligation in respect of professional indemnity insurance continues notwithstanding termination of the *Consultant's* employment under this contract for any reason whatsoever, including (without limitation) breach by the *Employer*.

Clause Z26 • ~~Termination and omission of work OMIT DO NOT USE~~

~~Z26.1 If the *Employer* instructs a change to the Scope which involves the omission of part of the services, the *Employer* may engage other people to carry out the part omitted. The instruction is assessed as a compensation event, except that if the instruction is given for insolvency or a default by the *Consultant*, the assessment includes a deduction of the forecast additional cost to the *Employer* of completing the services.~~

~~Z26.2 The following is added at the end of the first bullet point in clause 91.1 of the conditions of contract:~~

~~“unless instructed otherwise by the *Employer*”.~~

~~Z26.3 The following are treated as a substantial failure by the *Consultant* to comply with his obligations~~

- ~~• a key resource needed by the *Consultant* to Provide the Services is no longer available and the *Consultant* does not propose an alternative resource acceptable to the *Employer*~~
- ~~• the *Consultant's* performance as measured in accordance with the current edition of the Collaborative Performance Framework is below the failure level~~
- ~~• the *Consultant* breaching the terms of its obligations in clause 22.1 of the conditions of contract or~~
- ~~• any conflict of interest under this contract cannot be resolved to the *Employer's* satisfaction.~~

~~Z26.4 The *Employer* may terminate the *Consultant's* obligation to Provide the Services by notifying the *Consultant* if in the *Employer's* opinion the known or anticipated cost of the project, which the services are performed (or to be performed) in connection with, has significantly increased.~~

Clause Z27 Termination – PCRs, Regulation 73

Z27.1 The occurrence of the following events are deemed to be a

substantial failure of the *Consultant* to comply with his obligations:

- one or more of the mandatory or discretionary grounds for exclusion referred to in regulation 57 of the Public Contracts Regulations 2015 applied to the *Consultant* at the Contract Date.

Z27.2 The *Employer* may terminate the *Consultant's* obligation to Provide the Services by notifying the *Consultant* if

- this contract has been subject to substantial modification which would have required a new procurement procedure pursuant to regulation 72 of the Public Contracts Regulations 2015 or
- the Court of Justice of the European Union declares, in a procedure under Article 258 of the Treaty on the Functioning of the European Union, that a serious infringement of the obligations under the European Union Treaties and the Public Contracts Directive has occurred.

If the modification or infringement was due to a default by the *Consultant*, this is treated as a termination because of a substantial failure of the *Consultant* to comply with his obligations.

Clause Z28 Value Added Tax (VAT) Recovery

Z28.1 Where under this contract any amount is calculated by reference to any sum which has been or may be incurred by any person, the amount shall include any VAT in respect of that amount only to the extent that such VAT is not recoverable as input tax by that person (or a member of the same VAT group) whether by set off or repayment.

Clause Z29 Tax Arrangements of Public Appointees

Z29.1 For the purposes of this clause

- **Associated Company** is any company, corporation, partnership, joint venture or other entity which directly or indirectly controls, is controlled by or is under common control with the *Consultant*. The word "control" in this context means the ability or entitlement to exercise, directly or indirectly, at least 50 per cent of the voting rights attributable to the shares or other interest in the controlled company, corporation, partnership, joint venture or other entity.
- **Staff** are individuals (other than direct employees of the *Consultant*, an Associated Company or any Subconsultant) made available by the *Consultant* to the *Employer* for the purpose of Providing the Services.

Z29.2 Where any Staff are liable to be taxed in the United Kingdom in respect of consideration received under this contract, the *Consultant* complies, and procures that the Staff 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.

Z29.3 Where any Staff are liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, the *Consultant* complies, and procures that the Staff comply, with the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to NICs in respect of that consideration.

Z29.4 The *Employer* may, at any time during the term of this contract, request the *Consultant* to provide information to demonstrate either how any member of Staff is complying with clauses Z29.2 and Z29.3 or why those clauses do not apply to it.

Z29.5 If the *Consultant* fails to provide information in response to a request under clause Z29.4

- within the *period for reply* or
- which adequately demonstrates either how any member of Staff is complying with clauses Z29.2 and Z29.3 or why those clauses do not apply to it

the *Employer* may

- treat such failure as a substantial failure by the *Consultant* to comply with his obligations or
- instruct the *Consultant* to replace the relevant member of Staff

Z29.6 If the *Employer* receives or identifies information through any means which demonstrates that a member of Staff is not complying with clauses Z29.2 and Z29.3, the *Employer* may treat such non-compliance as a substantial failure by the *Consultant* to comply with his obligations.

Z29.7 The *Consultant* acknowledges that the *Employer* may

- supply any information which it receives under clauses Z29.4 or Z29.6 or
- advise the non-supply of information

to the Commissioners of Her Majesty's Revenue & Customs or Revenue Scotland for the purpose of the collection and management of revenue for which they are responsible.

Clause Z30 Consortia

Z30.1 Where two or more Consortium Members comprise the *Consultant*, each Consortium Member is jointly and severally liable to the Employer for the performance of the *Consultant's* obligations under this contract.

Z30.2 If the joint venture arrangement between any Consortium Members which comprise the *Consultant* is terminated for any reason, the *Employer* may

- terminate this contract with immediate effect and
- treat the termination of this contract as a substantial failure by

the *Consultant* to comply with his obligations.

Z30.3 Clause 90.1 of the *conditions of contract* is amended by inserting after “the other Party” in each of the second, third and fourth places where it appears the words “(or, in the case of the *Consultant*, any Consortium Member)”.

Clause Z31 Subconsulting

Z31.1 Before:

- appointing a proposed Subconsultant or
- allowing a Subconsultant to appoint a proposed subsubconsultant

the *Consultant* submits to the *Employer* for acceptance

- a European Single Procurement Document (as described in regulation 59 of the Public Contracts Regulations 2015) in respect of the proposed Subconsultant or subsubconsultant or
- other means of proof that none of the mandatory or discretionary grounds for exclusion referred to in regulation 57 of the Public Contracts Regulations 2015 applies to the proposed Subconsultant or subsubconsultant.

Z31.2 The *Consultant* does not appoint the proposed Subconsultant (or allow the Subconsultant to appoint the proposed subsubconsultant) until the *Employer* has accepted the submission. A reason for not accepting the submission is that it shows that there are grounds for excluding the proposed Subconsultant or subsubconsultant under regulation 57 of the Public Contracts Regulations 2015.

Z31.3 If requested by the *Employer*, the *Consultant* provides further information to support, update or clarify a submission under clause Z31.1.

Z31.4 If, following the acceptance of a submission under clause Z31.2, it is found that one of the grounds for excluding the Subconsultant or subsubconsultant under regulation 57 of the Public Contracts Regulations 2015 applies, the *Employer* may instruct the *Consultant* to

- replace the Subconsultant or
- require the Subconsultant to replace the subsubconsultant.

Clause Z32 Energy Efficiency Directive

Z32.1 To the extent contained in the Scope, the *Consultant* includes in the *conditions of contract* for each Subconsultant and subsubconsultant obligations substantially similar to those set out in the Scope for

- compliance with the Procurement Policy Note 7/14 entitled “Implementing Article 6 of the Energy Efficiency Directive” and
- demonstrating to the *Employer* how in Providing the Services how the Subconsultant and subsubconsultant complies with the requirements of Procurement Policy Note 7/14 entitled

“Implementing Article 6 of the Energy Efficiency Directive”.

Clause Z33 Compliance with statutory requirements

The *Consultant* Provides the Services in compliance with all relevant:

- acts of parliament and any instruments, rules, orders, regulations, notices, directions, bye-laws, permissions and plans for the time being made under or deriving validity from them;
- European Directives or Regulations legally enforceable in England and Wales;
- rules, regulations, building regulations, orders, bye-laws or codes of practice or similar of any local or other competent authority or of any statutory undertaker; and
- permissions, consents, approvals, licences, certificates and permits as may be necessary lawfully to commence, carry out, complete and maintain the *services*.

Clause Z34 Negotiation and mediation

Z34.1 Without prejudice to either Party’s right to refer a dispute to the *Adjudicator* in accordance with clause W1 or W2 (as appropriate), any dispute or difference between the Parties arising out of or relating to this contract is referred by either Party initially to representatives of the *Employer* and *Consultant* for negotiation and resolution.

Z34.2 If any dispute is not resolved within ten working days after it has been referred to the Parties’ representatives (or such longer period as the Parties may agree), it is referred to an authorised senior officer of the *Employer* and an authorised senior officer of the *Consultant* for negotiation and resolution.

Z34.3 If any dispute cannot be resolved within ten working days after it has been referred to the authorised senior officers of the *Employer* and *Consultant* (or such longer period as the Parties may agree) either Party may decline to continue to participate in the negotiation but both should give serious consideration to referring the dispute to mediation.

Clause Z35 Clause Z35 is not used.

Clause Z36 Clause Z36 is not used..

Clause Z37 Clause Z37 is not used.

Clause Z38**Intellectual Property Rights**

Z38.1 In this clause Z38:

- “**Intellectual Property Rights**” means any and all patents, trademarks, service marks, copyright, moral rights, rights in a design, know-how, Confidential Information and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating or attached thereto; and
- “**Material**” means all Material prepared by or on behalf of the *Consultant*.

Z38.2 The Intellectual Property Rights in all Material and the work executed from them remains the property of the *Consultant*. The *Consultant* hereby grants to the *Employer* and to the Authority an irrevocable, royalty free, non-exclusive licence to use and reproduce the Material for any and all purposes connected with the *services*. Such licence entitles the *Employer* and the Authority to grant sub-licences to third parties in the same terms as this licence.

Z38.3 The *Consultant* shall not be liable to any licensee for any use of the Material or the Intellectual Property Rights in the Material for purposes other than those for which the same were originally prepared by or on behalf of the *Consultant*.

Z38.4 In the event that the *Consultant* does not own the copyright or any Intellectual Property Rights in any Material the *Consultant* uses all reasonable endeavours to procure the right to grant such rights to the *Employer* to use any such copyright or Intellectual Property Rights from any third party owner of the copyright or Intellectual Property Rights. In the event that the *Consultant* is unable to procure the right to grant to the *Employer* in accordance with the foregoing the *Consultant* procures that the third party grants a direct licence to the *Employer* on industry acceptable terms.

Z38.5 The *Consultant* waives any moral right to be identified as author of the Material in accordance with section 77, Copyright Designs and Patents Acts 1988 and any right not to have the Material subjected to derogatory treatment in accordance with section 8 of that Act as against the *Employer* or any licensee or assignee of the *Employer*.

Z38.6 In the event that any act unauthorised by the *Employer* infringes a moral right of the *Consultant* in relation to the Material the *Consultant* undertakes, if the *Employer* so requests and at the *Employer's* expense, to institute

proceedings for infringement of the moral rights.

- Z38.7 The *Consultant* warrants to the *Employer* that he has not granted and shall not (unless authorised by the *Employer*) grant any rights to any third party to use or otherwise exploit the Material.
- Z38.8 The *Consultant* supplies copies of the Material to the *Employer* and to the *Employer's* other contractors and consultants for no additional fee to the extent necessary to enable them to discharge their respective functions in relation to this contract or related works.
- Z38.9 After the termination or conclusion of the *Consultant's* employment, the *Consultant* supplies the *Employer* with copies and/or computer discs of such of the Material as the *Employer* may from time to time request and the *Employer* pays the *Consultant's* reasonable costs for producing such copies or discs.
- Z38.10 In Providing the Service the *Consultant* does not infringe any Intellectual Property Rights of any third party. The *Consultant* indemnifies the *Employer* against claims, proceedings, compensation and costs arising from an infringement or alleged infringement of the Intellectual Property Rights of any third party.

Clause Z39 Financial Distress

- Z39.1 In this clause Z39 Credit Rating is the *credit rating* or any revised long term *credit rating* issued by a rating agency accepted by the *Employer* in respect of the *Consultant*, a Consortium Member or any *Guarantor*.
- Z39.2 The *Consultant* notifies the *Employer* within one week if any of the following events occurs in relation to the *Consultant*, a Consortium Member or a *Guarantor*:
- its Credit Rating falls below the relevant *credit rating*,
 - a further fall in its Credit Rating below the relevant credit rating,
 - it issues a profits warning to a stock exchange or makes any other public announcement about a material deterioration in its financial position or prospects,
 - it is subject to a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety,
 - it commits a material breach of its covenants to its lenders or
 - its financial position or prospects deteriorate to such an

extent that it would not meet the Credit Rating Threshold.

Z39.3 If any of the events listed in clause Z39.2 occurs, the *Employer* may require the *Consultant* to give to the *Employer* a Parent Company Guarantee from the Controller or an alternative guarantor proposed by the *Consultant* and accepted by the *Employer* who (in either case) has a Credit Rating at least equal to the *credit rating* for the person to whom the event listed in clause Z39.2 has occurred.

Z39.4 The *Employer* may accept a Parent Company Guarantee from the Controller or an alternative guarantor proposed by the *Consultant* who does not comply with clause Z39.3 if the *Consultant* gives to the *Employer* an assurance that the Controller or the alternative guarantor will so comply within 18 months of the *Employer's* acceptance. If so, the Parties agree a process for reviewing the financial standing of the Controller or the alternative guarantor during that period in order to demonstrate to the *Employer* that it will so comply by the end of that period.

Z39.5 If

- the *Consultant* fails to notify the *Employer* that an event listed in clause Z39.2 has occurred,
- neither the Controller nor any alternative guarantor proposed by the *Consultant* complies with clause Z39.3,
- the *Consultant* does not give to the *Employer* a Parent Company Guarantee from the Controller or an alternative guarantor accepted by the *Employer* within four weeks of a request from the *Employer* to do so or
- the *Consultant* fails to demonstrate to the *Employer* that the Controller or the alternative guarantor accepted by the *Employer* will comply with clause Z39.3 within 18 months of the *Employer's* acceptance

the *Employer* may treat such failure as a substantial failure by the *Consultant* to comply with his obligations.

Clause Z40 Change of Control – new guarantee

Z40.1 If a Change of Control occurs, the *Consultant* provides to the *Employer*

- certified copies of the audited consolidated accounts of the Controller for the last three financial years,
- a certified copy of the board minute of the Controller confirming that it will give to the *Employer* a Parent

Company Guarantee if so required by the *Employer* and any other information required by the *Employer* in order to determine whether the Controller has a credit rating at least equal to the *credit rating* for the original Guarantor (if there is one) or the *Consultant* (if there is not).

Z40.2 If the Controller does not comply with the tests in clause Z40.1 or (if applicable) does not provide the legal opinion required in clause Z40.6, the *Consultant* may propose an alternative guarantor to the *Employer* for acceptance. The *Consultant* provides to the *Employer* the details set out in clause Z40.1 and (if applicable) the legal opinion required in clause Z40.6 in relation to the proposed alternative guarantor. A reason for not accepting the proposed alternative guarantor is that he does not comply with the tests in clause Z40.1 or (if applicable) does not provide the legal opinion required in clause Z40.6.

Z40.3 If so required by the *Employer*, the *Consultant* within four weeks gives to the *Employer* a Parent Company Guarantee from the Controller or an alternative guarantor accepted by the *Employer*.

Z40.4 The *Employer* may accept a Parent Company Guarantee from the Controller or an alternative guarantor proposed by the *Consultant* who does not comply with the tests in clause Z40.1 if the *Consultant* gives to the *Employer* an assurance that the Controller or the alternative guarantor will so comply within 18 months of the *Employer's* acceptance. If so, the Parties agree a process for reviewing the financial standing of the Controller or the alternative guarantor during that period in order to demonstrate to the *Employer* that it will so comply by the end of that period.

Z40.5 If

- neither the Controller nor any alternative guarantor proposed by the *Consultant* complies with the tests in clause Z40.1 or provides the legal opinion required by clause Z40.6,
- the *Consultant* does not give to the *Employer* a Parent Company Guarantee from the Controller or an alternative guarantor accepted by the *Employer* within four weeks of a request from the *Employer* to do so or
- the *Consultant* fails to demonstrate to the *Employer* that the Controller or the alternative guarantor accepted by the *Employer* will comply with the tests in clause Z40.1 within 18 months of the *Employer's* acceptance

the *Employer* may treat such failure as a substantial failure by

the *Consultant* to comply with his obligations.

Z40.6 If the Controller, or any alternative guarantor proposed by the *Consultant*, is not a company incorporated in and subject to the laws of England and Wales, the *Consultant* provides a legal opinion from a lawyer or law firm which is

- qualified and registered to practise in the jurisdiction in which the Controller or guarantor is incorporated and
- accepted by the *Employer*.

The legal opinion is addressed to the *Employer* on a full reliance basis and the liability of the lawyer or law firm giving the opinion is not subject to any financial limitation unless otherwise agreed by the *Employer*.

The legal opinion confirms that the method of execution of the Parent Company Guarantee is valid and binding under applicable local law and in particular covers the matters listed in the Scope.

Clause Z41 **Clause Z41 is not used.**

Clause Z42 **Offshoring of data**

Z42.1 In this clause

Risk Assessment is a full risk assessment and security review carried out by the *Employer* in accordance with the document stated in the Contract Data

Z42.2 The Consultant does not store any of the *Employer's* data that is classified as Official or higher in accordance with "Government Security Classifications" dated April 2014 (or any later revision or replacement)

- offshore or
- in any way that it could be accessed from an offshore location

until the *Employer* has confirmed to the *Consultant* that either

- the *Employer* has gained approval for such storage in accordance with "*Offshoring information assets classified at OFFICIAL*" dated November 2015 (or any later revision or replacement) or
- such approval is not required.

Z42.3 The *Consultant* ensures that no premises are used to Provide the Services until

- such premises have passed a risk assessment or

-
- the *Employer* confirms to the *Consultant* that no risk assessment is required.
- Z42.4 The *Consultant* complies with a request from the *Employer* to provide any information required to allow the *Employer* to
- gain approval for storing data or allowing access to data from an offshore location in accordance with Z42.2 or
 - conduct a risk assessment for any premises for the purpose of Z42.3.
- Z42.5 The *Consultant* ensures that any subcontract (at any stage of remoteness from the *Employer*) contains provisions to the same effect as this clause.
- Z42.6 A failure to comply with this condition is treated as a substantial failure by the *Consultant* to comply with his obligations.

Clause Z43

Payment forecast

Z43.1 Prior to the submission of the *Consultant's* first invoice, the *Consultant* submits to the *Employer* a payment forecast based on the *Consultant's* estimate of the interim payments (including fees and expenses) which the *Consultant* anticipates will fall due at each assessment until Completion of the whole of the services.

Z43.2 Each subsequent invoice from the *Consultant* is accompanied by an updated payment forecast, amended to show the effects of any changes in the Scope and Accepted Programme.

Clause Z44

Responsibility for documents

Z44.1 The *Employer* may at any reasonable time examine schedules, calculations, surveys, reports, specifications, drawings and/or any other documents and information which are in the possession of the *Consultant* and which concern this contract, but no such examination relieves the *Consultant* of any responsibility to Provide the Services.

Clause Z45

Apprenticeships

Z45.1 The *Consultant* is required to take all reasonable steps to employ apprentices, and report to the *Employer* on a monthly basis the numbers of apprentices employed and the wider skills training provided, in Providing the Services.

Z45.2 The *Consultant* is required to take all reasonable steps to ensure that no less than the percentage of its employees stated in the Contract Data (the "Apprenticeship Percentage") are on formal apprenticeship programmes or that a similar proportion of hours worked in Providing the Services, (which may include support staff and Subconsultants) are provided by employees on formal apprenticeship programmes.

Z45.3 The *Consultant* is required to make available to its employees and Subconsultants working on this contract, information about the Government's Apprenticeship programme and wider skills opportunities.

Z45.4 The *Consultant* is to provide any further skills training opportunities that are appropriate for its employees engaged in the *services*.

Z45.5 The *Consultant* is to provide a monthly written report detailing the following measures and be prepared to discuss apprenticeships at its regular meetings with the *Employer*:

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

Clause Z46

Termination following prolonged suspension

Z46.1 The *Consultant* may terminate his obligation to Provide the Services by notifying the Employer if

- the whole of the *services* has been stopped under clause 33 of the *conditions of contract* for a period in excess of six months;
- the *Consultant* has given the *Employer* a request for an instruction that the *services* be resumed; and
- the *Consultant* has not been given instructions to resume the *services* within a period of 30 days after the *Employer* receives

from the *Consultant* a request for an instruction that the *services* be resumed.

Clause Z47

Employer's Property

Z47.1 If the *Consultant* is permitted to use equipment or other such property belonging to the *Employer* (the "Employer's Property") the following provisions apply.

- All Employer's Property remains the property of the *Employer*.
- Any failure of the Employer's Property shall not be a compensation event unless the *Consultant* demonstrates that the failure was caused by the *Employer's* undue delay in its repair or replacement.

Clause Z48

Clause Z48 is not used.

Contract Schedule 1 - The Statement of Requirements and Scope

1. Background

The Department for Work and Pensions (the Employer) is responsible for welfare, pensions and child maintenance policy. As the UK's biggest public service department it administers the State Pension and a range of working age, disability and ill health benefits to around 20 million claimants and customers.

The Employer delivers these services across England, Wales and Scotland (including the Orkney and Shetland Islands), across a diverse estate of c.850 buildings. This number is made up primarily of JobCentre Plus offices, but also includes Health Assessment Centres and back offices. The back office sites consist of corporate centres, large processing centres and service centres very similar to call centre environments, which are not open to the public. The DWP estate is geographically dispersed due to the high street nature of the JobCentre Plus and Health Assessment Centre portfolio - requiring local presence to serve customers.

Of this estate, 39% is age expired and prone to failure. Approximately 40% of properties are rated as poor or very poor against the BPI (Building Performance Index). A rolling programme of Life Cycle Works (LCW) is required to repair and replace key assets, such as heating systems, HVAC and roofs.

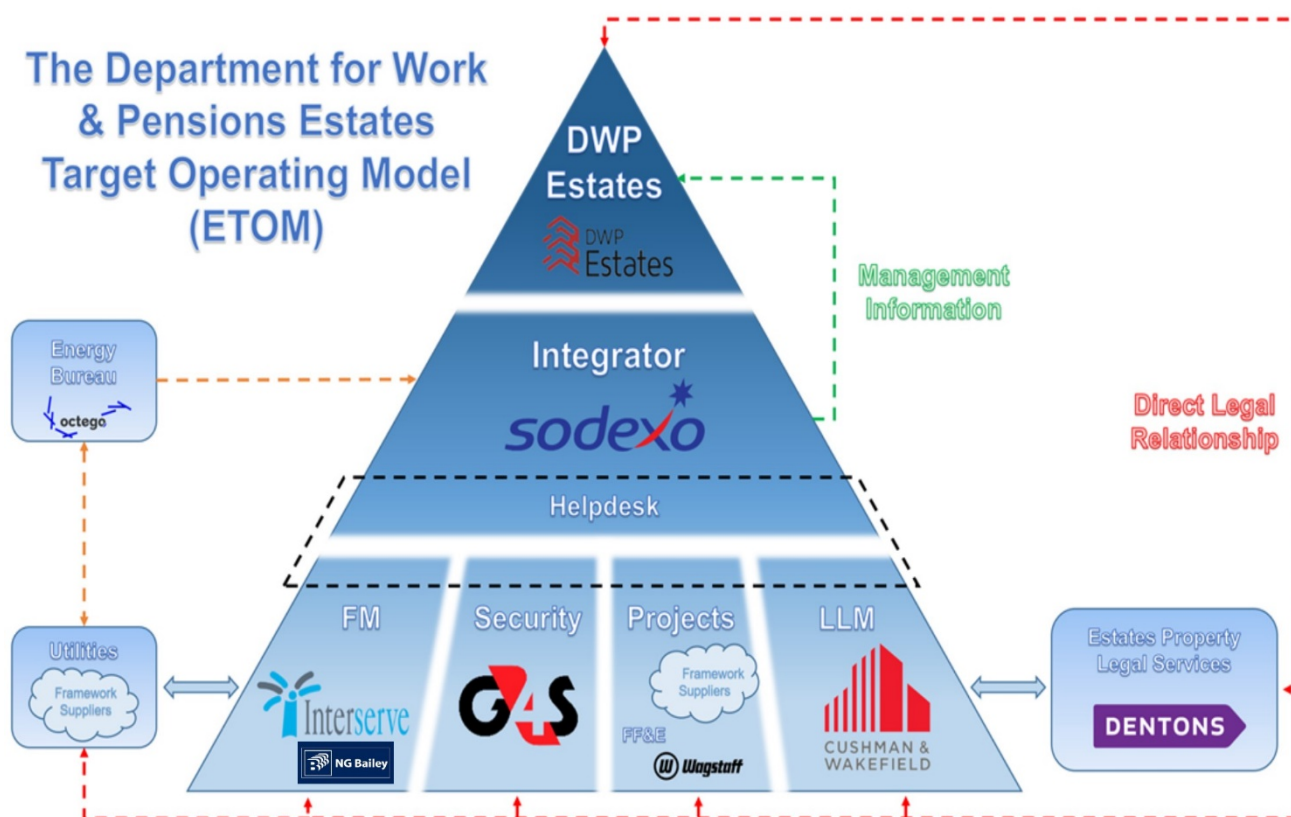
2. DWP's Estates Target Operating Model (ETOM)

DWP operates an 'Estates Target Operating Model' (ETOM), shown in Figure 1, whereby a large proportion of the estates management is out-sourced to an independent third party organisation, Sodexo Ltd.

Within the Department, DWP Estates Directorate (DWP Estates) are accountable for the delivery of all aspects of real estate services.

Figure 1: DWP's Estates Target Operating Model (ETOM)

[REDACTED]



3. The Employer's Requirements

The Employer is looking for the Consultant to appoint a team to work with the Employer and Sodexo Ltd to undertake a 'Climate Change Adaptation Study.' The Employer is looking for the team to include (but not necessarily be limited to) an Environmental Advisor, and as necessary Building Surveyors and Mechanical, Electrical and Plumbing Engineers.

All personnel must be professionally qualified and highly competent - having substantive experience in successfully undertaking similar roles. A strong team ethic is essential, allied to an ability to communicate clearly and effectively with a wide and diverse stakeholder community.

The Consultant must be fully attuned to the Employer's business environment and must be able to demonstrate functional empathy and understanding of diverse Employer staff needs, customer needs, building access provisions, and security requirements.

Functional emphasis on accommodating the needs of the Employer's staff and customers is essential in the Employer's busy, sensitive and sometimes volatile environments.

This study will consider how the effects of climate change on DWP's estates and operations.

As part of compiling the 'Climate Change Adaptation Study', the Consultant will be required to complete the following services:

1. Undertake a comprehensive 'Climate Change Risk Assessment' using data from across the DWP estate and its operations.
- The 'Climate Change Risk Assessment' will include, but is not limited to, the following services:
 - Development of a desktop study to identify the risk rating for all buildings and rank by significance, then identify approximately 20 to 25 buildings most at risk to the effects of climate change to better understand risk and to target areas that need greater resilience.
 - Presentation of the desktop study to the Employer to obtain agreement to the 20 to 25 sites identified.
 - Site visits of those 20 to 25 sites, where appropriate, to further identify risk and remedial actions.
 - The risk assessment and associated report will detail the Employer's options for remedial actions, assessing associated benefits, costs and risks. The assessment and report will:
 - Detail the outputs of the desktop study and any subsequent site visits;
 - Address in detail the 2nd UK Climate Change Risk Assessment (CCRA) (available at <http://www.gov.uk/>) and its priority areas, and the corresponding Climate Change Committee evidence report (available at <https://www.theccc.org.uk/>).
 - Utilise:
 - The Environment Agency's Impacts tools (available at <http://www.gov.uk/>) where appropriate;
 - The latest UK Climate Projections (UKCP18, available at <https://www.metoffice.gov.uk/>); and
 - Supplementary Green Book Guidance on Accounting for the effects of climate change (available at <http://www.gov.uk/>).
 - Address the priority areas of climate risk from the 2nd UK CCRA, including but not limited to:
 - Flooding and coastal change;
 - Risks to health, wellbeing and productivity from high temperatures;
 - Risk of shortages in the public water supply;
 - Risks to natural capital; and

-
- New and emerging pests and diseases.
 - Within the report, the Consultant will also utilise the outputs of the above to understand risk and to target areas that need greater resilience for the wider DWP estate (i.e. not just limited to the sites that have been visited).
2. Produce a 'Climate Change Adaptation Action Plan' for the DWP Estate, which will include, but is not limited to:
- A review of strategic estates programmes and strategies and associated delivery plans including estate rationalisation, management and disposal, as well as site acquisitions, and suggested steps that the Employer should take in order to embed adaptation (including by following [Green Book guidance](#)) in these. Where these strategies and processes are not formally documented, interviews will likely be required with the relevant stakeholders. We expect that no more than 5 interviews will be required.
 - A review of the DWP Estates Design Standards, with suggested changes to embed adaptation into these. This will include:
 - Addressing energy efficiency standards. For example, using flood-recoverable insulation materials where flood risk exists when undertaking an energy efficiency retrofit of an office;
 - Embedding fabric first design, natural cooling, and ventilation as part of renovation or commissioning of estates;
 - Designing to reduce water consumption; and
 - Green-blue infrastructure on estates such as trees, rain gardens and green roofs - in recognition of the benefits of green infrastructure for cooling, surface-water flood risk reduction, and nature.
 - Recommended departmental targets and reporting mechanisms on office water use.
 - Suggested mechanisms for ensuring:
 - Central teams are subscribed to receive alerts from the Heat Health Watch Service, and are responsible for promoting awareness and behaviour change amongst staff during heatwave events to reduce the health and productivity impacts of overheating;
 - The appropriate member(s) of Departmental estates teams are subscribed to receive flood alerts; and
 - Training of departmental estates and/or sustainability teams in the use of UKCP18 products.
 - Suggested lines of accountability and governance for climate adaptation. This may require an interview with the DWP Estates Compliance Manager.
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- A brief review of DWP Estates' risk registers and risk reporting methodologies, alongside recommendations for ensuring that climate change adaptation is adequately considered and captured. This may require an interview with the DWP Estates Risk Manager.
 - Recommendations for reporting progress against the Climate Change Adaptation Action Plan on an annual basis, following [HMT guidance on sustainability reporting](#).

The exact requirements and areas of focus of the 'Climate Change Adaptation Study' may be subject to change on publication of the Greening Government Commitments, which are expected to be published in early 2021.

All activity and outputs needs to be delivered before the end of the financial year on 31st March 2021. This is a new service. For the purposes of Z22, the commencement of the provision of the *service* or a part of thereof is not expected to result in a Relevant Transfer. The Employer confirms that is has not identified any person to be a Transferring Former Consultant Employee or Transferring Employer Employee.

The Consultant will provide an effective handover to colleagues in the Employer's operations, and provide any assistance required by the Employer to exit the contract and tender for any ongoing or future support or services free of charge.

The Consultant shall provide regular reports and information relating to these services as required by the Employer. Reports may be required to:

- illustrate progress against agreed deliverables;
- demonstrate whether the approved budget and cash-flow is being maintained; and
- identify those matters which require a decision from the Employer and where necessary, provide assistance for the Employer to make an informed decision on all such matters.

a. Employer Data:

A significant amount of data will be shared with and accessed by the Consultant as part of the Climate Change Adaptation Study. The Employer has the following data available for all sites in the DWP estate:

- Property name, address and postcode;
- Net Internal Area;
- Tenure (leasehold/freehold);
- Lease conditions (e.g. requirement for Landlord's permission);
- Listed status;
- Normal operating hours; and
- Site contacts (for any sites requiring site visits).

The Employer also has access to the following data for some sites if required by the Consultant:

- Asset Register with CIBSE Condition Rating;
- Utilities data, including electricity, water and gas billing data, actual energy consumption figures based on usage and historic meter readings);
- Energy Benchmark report (including DEC ratings);
- Estates programmes, including LCW & acquisition and disposal plans;
- Asbestos Register;
- Limited floor plans, site plans and site Operation & Maintenance Manuals;
- Building age and envelope type (in terms of thermal performance);
- Details of any undertaken or planned refurbishment or maintenance;
- Types of heat provision, lighting and cooling and ventilation systems;
- MEP asset details; and
- Long term site strategy.

The Consultant should advise the Employer regarding when particular data would be needed and if any other data would be required.

All data will have Government Security Classification of OFFICIAL, and may also be marked as OFFICIAL-SENSITIVE. The Employer therefore requires that all Consultant staff employed,

whether permanent or temporary, on the provision of the services are subject to the requirements of the HM Government Baseline Personnel Security Standard. Copies of the current HM Government Baseline Personnel Security Standard can be found via the following link [Government Baseline Personnel Security Standard](#). The Consultant is expected to arrange the BPSS checks at no additional charge.

All personnel will need to comply with the Employer's Security Policy in Contract Schedule 5. The Consultant will only be expected to comply with the policies or standards that fit in with their delivery model and technologies used.

b. Site Visits:

The site visits may require review and assessment of different types of assets on the Employer's estate, including but not limited to Annex 1.

The Consultant can propose additions to the Employer is the Consultant believes there to be an omission from this list.

The Consultant will need to produce a risk assessment and method statement in compliance with health and safety legislation and The Construction (Design and Management) Regulations 2015 for each site.

For all Consultant personnel undertaking site visits, the Employer will provide a letter confirming that the Consultant is under contract with the Employer and the personnel in question are key workers.

4. Proposal

Please provide a proposal detailing how you will deliver a Climate Change Adaptation Study meeting the Employer's requirements. The proposal should include (but not be limited to) the following:

- Up to two case studies of similar products and services the Consultant has most recently provided to other public sector and UK-based organisations;
- Details of the key personnel proposed to be used in delivering the services, including rationale for their appointment. The proposal should include an organogram, whether any of the key personal will be subcontractors, and CVs for those proposed, inclusive of location and grade;
- Timescales to complete this work, specifying any dependencies or potential issues;
- A delivery plan, broken down into stages, showing proposed timelines and the number of staff you intend to deploy. Show how will you manage the project to ensure completion by your proposed end date. Include list of meetings, presentations that you will require with the Employer, together with meeting lengths;
- Details of data, information and any other input you will require from the Employer at each of these stages.
- In line with 'Procurement Policy Note (PPN) 06/20 – taking account of social value in the award of central government contracts,' a method statement to describe the commitment your organisation will make to ensure that opportunities under the Call Off Contract deliver the Policy Outcome and Award Criteria described below in Table 1. The method statement should

include how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:

- timed action plan
- use of metrics
- tools/processes used to gather data
- reporting
- feedback and improvement
- transparency

PPN 06/20 launches a new model to deliver social value through government's commercial activities. The Consultant is encouraged to read the PPN and The Social Value Model published here: <https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts>.

Table 1: Social Value Requirements

Theme:	Fighting Climate Change
Policy Outcome:	Effective stewardship of the environment
Award Criteria:	<p>Effective measures to deliver any/all of the following benefits through the contract:</p> <ul style="list-style-type: none">• Deliver additional environmental benefits in the performance of the contract including working towards net zero greenhouse gas emissions; and• Influence staff, suppliers, customers and communities through the delivery of the contract to support environmental protection and improvement
Reporting Metrics:	Number of people-hours spent protecting and improving the environment under the contract, by UK region.

5. Annexes

Annex 1 - Asset Types

ASSET TYPE NAME	DESCRIPTION
Access Control	Access Control
Access control system	Access control system
Air Compressors and Receivers	Air Compressors and Receivers
Air Compressors Compressed Air Dryers	Air Compressors Compressed Air Dryers

Air Filters	Air Filters
Air Handling Units - General	Air Handling Units - General
Air Pressure Relief Damper	Air Pressure Relief Damper
Air Quality Sensors	Air Quality Sensors
Air/Dirt Separators	Air/Dirt Separators
Alarm Modules	Alarm Modules
Ammonia Leak Detection System	Ammonia Leak Detection System
Anchor Point	Anchor Point
Armoured Cables and Conduits	Armoured Cables and Conduits
Atmospheric Gas Burner - Condensing Boiler	Atmospheric Gas Burner - Condensing Boiler
Atmospheric Gas Burner - Free Standing Boiler	Atmospheric Gas Burner - Free Standing Boiler
Atmospheric Gas Burner Boiler - Small and/or Wall Hung for Domestic/Light Commercial Installation	Atmospheric Gas Burner Boiler - Small and/or Wall Hung for Domestic/Light Commercial Installation
Atmospheric Gas Burners	Atmospheric Gas Burners
Audio/Video Door Entry Intercom System	Audio/Video Door Entry Intercom System
Automated Sliding Gates	Automated Sliding Gates (Yard Gates)
Automated Swing Gates	Automated Swing Gates (Yard Gates)
Automatic Drive Through Car Wash	Automatic Drive Through Car Wash
Automatic Ticket Gates and Barriers	Automatic Ticket Gates and Barriers
Automatic Transfer Switch	Automatic Transfer Switch
Automatic Vehicle Barrier	Automatic Vehicle Barrier
Axial Fans	Axial Fans
Baine Marie Electric	Baine Marie Electric
Baine Marie Gas	Baine Marie Gas
Batteries	Batteries
Batteries - Lead Acid - Unsealed	Batteries - Lead Acid - Unsealed
Battery Charging Equipment	Battery Charging Equipment
Belt Drives	Belt Drives
Biomass Boiler	BIOMASS BOILER
Bird Deterrent System	Bird Deterrent System
Blast Chiller	BLAST CHILLER
Blender	Blender
Blown Gas Burner	Blown Gas Burner
Blown Gas Burner Condensing Boiler	Blown Gas Burner Condensing Boiler
Blown Gas Burner Modular Boiler	Blown Gas Burner Modular Boiler
Boiler Water Deaerator	Boiler Water Deaerator
Boilers LTHW Up to 95C	Boilers LTHW Up to 95C
Boilers MTHW up to 120°C	Boilers MTHW up to 120°C
Bottled Water Cooler	Bottled Water Cooler
Bratt Pan	BRATT PAN
Bread Machine	Bread Machine
Break Glass Point	Break Glass Point
Building Management System (BMS)	Building Management System (BMS)
Busbar System	Busbar System

Butterfly and Ball Valves	Butterfly and Ball Valves
Cable and Track/Rail Based Safety Systems	Cable and Track/Rail Based Safety Systems
Cafe Set / Kettle	Cafe Set / Kettle
Calorifiers Heated by LTHW	Calorifiers Heated by LTHW
Car Parks - Surface	Car Parks - Surface
Carbon Dioxide Sensor	Carbon Dioxide Sensor
Carbon Monoxide Sensors	Carbon Monoxide Sensors
Central Operator Station	Central Operator Station
Centrifugal Fans	Centrifugal Fans
Centrifugal Pumps	Centrifugal Pumps
Chain Block and Anchorage	Chain Block and Anchorage
Chain Block and Trolley	Chain Block and Trolley
Chair Beam Seating	Chair Beam Seating
Chair Dining	Chair Dining
Chair Evacuation	Chair Evacuation
Chair Floor Walker/Draughtsman	Chair Floor Walker/Draughtsman
Chair Informal Seating	Chair Informal Seating
Chair Meeting fabric covered	Chair Meeting fabric covered
Chair Operator Stool	Chair Operator Stool
Chair Specialist/Ergonomic	Chair Specialist/Ergonomic
Chair Standard Operator	Chair Standard Operator
Chair Wheelchair (All Types)	Chair Wheelchair (All Types)
Charbroiler	Charbroiler
Chemical Dosing	Chemical Dosing
Chemical Leak Detection System	Chemical Leak Detection System
Chilled and Condenser Water Systems	Chilled and Condenser Water Systems
Chilled Beams	Chilled Beams
Chilled Cabinet/counter	Chilled Cabinet/counter
Circulating Pumps - General	Circulating Pumps - General
Closed-Circuit Television (CCTV)	Closed-Circuit Television (CCTV)
Coffee Machine	COFFEE MACHINE
Coffee table	Coffee table
Cold Water Storage Tank - Potable	Cold Water Storage Tank - Potable
Cold Water Storage Tanks and Cisterns	Cold Water Storage Tanks and Cisterns
Combination Atmospheric Burner Gas Boiler	Combination Atmospheric Burner Gas Boiler
Combination Tap Assemblies, Mixing Valves/Taps	Combination Tap Assemblies, Mixing Valves/Taps
Combined Heat and Power (CHP) - Diesel Fuel Engine	Combined Heat and Power (CHP) - Diesel Fuel Engine
Combined Heat and Power (CHP) - Gaseous Fuel Engine	Combined Heat and Power (CHP) - Gaseous Fuel Engine
Commercial Fryer Electric	Commercial Fryer Electric
Commercial Fryer Gas	Commercial Fryer Gas
COMMERCIAL OVEN	COMMERCIAL OVEN
Commercial Oven	Commercial Oven
Commercial Toaster	Commercial Toaster

Comms System	Comms System
Communications - Public Address Systems	Public Address Systems
Compactor	Compactor
Composter	Composter
Compressor - Screw	Compressor - Screw
Compressor - Scroll	Compressor - Scroll
Compressors Refrigeration - Centrifugal	Compressors Refrigeration - Centrifugal
Compressors Refrigeration - Reciprocal (Includes Hermetic, Semi-Hermetic and Open)	Compressors Refrigeration - Reciprocal (Includes Hermetic, Semi-Hermetic and Open)
Condenser - Air Cooled	Condenser - Air Cooled
Condensers - Air Cooled (VRV)	Condensers - Air Cooled (VRV)
Condensers - Water Cooled	Condensers - Water Cooled
Control Panel	Control Panel
Control Relays	Control Relays
Controller Timers	Controller Timers
Conveyor System	Conveyor System
Cooker Electric	Cooker Electric
Cooker Gas	Cooker Gas
Cooling Towers	Cooling Towers
Cradles	Cradles
Cupboard Free standing open front	Cupboard Free standing open front
Cupboard Glass or Sliding door	Cupboard Glass or Sliding door
cupboard, Free standing 2 door	cupboard, Free standing 2 door
cupboard, Free standing open front	cupboard, Free standing open front
cupboard, Free standing shutter door	cupboard, Free standing shutter door
Defibrillator	Defibrillator
Desk, Cockpit / J Shape	Desk, Cockpit / J Shape
Desk, Double Wave	Desk, Double Wave
Desk, Double wave 1600mm	Desk, Double wave 1600mm
Desk, Double wave 1800mm	Desk, Double wave 1800mm
Desk, Piano left hand	Desk, Piano left hand
Desk, Piano right hand	Desk, Piano right hand
Desk, Piano Wave	Desk, Piano Wave
Desk, Semi Circular	Desk, Semi Circular
Desk, Standing	Desk, Standing
Desk, Straight	Desk, Straight
Desk, Straight 1200mm	Desk, Straight 1200mm
Desk, Straight 1400mm	Desk, Straight 1400mm
Desk, Straight 1800mm	Desk, Straight 1800mm
Desk, Straight 1600mm	Desk, Straight 1600mm
Desk, Straight 800/800 (extension)	Desk, Straight 800/800 (extension)
Desk, Training	Desk, Training
Direct Current (DC) Drives	Direct Current (DC) Drives
Direct Fired Water Heaters	Direct Fired Water Heaters

Disabled Toilet Alarm	Disabled Toilet Alarm
DISHWASHER	DISHWASHER
Distribution Board	Distribution Board
Dock Leveller	Dock Leveller
Door	Door
Door and Window Locks	Door and Window Locks
Draw Off Points and Taps	Draw Off Points and Taps
Dry Coolers	Dry Coolers
Ducting - Volume Control Dampers and Fire/Smoke Dampers	Ducting - Volume Control Dampers and Fire/Smoke Dampers
Ductwork System - General	Ductwork System - General
DX Split Systems (With Gas, Electric or Hot Water Heaters)	DX Split Systems (With Gas, Electric or Hot Water Heaters)
Earthing	Earthing
Electric Boilers	Electric Boilers
Electric Chain Block	Electric Chain Block
Electric Locking Systems	Electric Locking Systems
Electric Meter	Electric Meter
Electric/Air Heater	Electric/Air Heater
Electrical Shower Installation	Electrical Shower Installation
Electrostatic Filters	Electrostatic Filters
Emergency and Panic Escape Doors	Emergency and Panic Escape Doors
Emergency Lighting - Central Power Supply	Emergency Lighting - Central Power Supply
Emergency Lighting - Externally Powered	Emergency Lighting - Externally Powered
Emergency Lighting - Maintained Fittings	Emergency Lighting - Maintained Fittings
Emergency Lighting - Non-maintained Fittings	Emergency Lighting - Non-maintained Fittings
Emergency Lighting - Self Contained	Emergency Lighting - Self Contained
Emergency Solenoid Fuel Valves	Emergency Solenoid Fuel Valves
Enzyme System (Fat Buster)	Enzyme System (Fat Buster)
Escalators And Moving Walkways	Escalators And Moving Walkways
Evac Chairs	Evac Chairs
Examination couch	Examination couch
Expansion Foam Systems	Expansion Foam Systems
Expansion Vessels	Expansion Vessels
External Ground Surfaces	External Ground Surfaces
External Lighting including Illuminated Signs	External Lighting including Illuminated Signs
External Walls and Cladding	External Walls and Cladding
Extract Fans - Including Fire/Smoke Extract Units	Extract Fans - Including Fire/Smoke Extract Units
Extract Fans - Twin Toilet	Extract Fans - Twin Toilet
Eye Wash Station	Eye Wash Station
Eyebolts used for Personal Fall Protection	Eyebolts used for Personal Fall Protection
Fabric covered meeting chair	Fabric covered meeting chair
Fans - Window or Wall Mounted	Fans - Window or Wall Mounted
Fences, Railings and Boundary Walls	Fences, Railings and Boundary Walls

Filing cabinet 2/3/4 drawer	Filing cabinet 2/3/4 drawer
Filing cabinet 3 drawer	Filing cabinet 3 drawer
Filing cabinet 4 drawer	Filing cabinet 4 drawer
Filing cabinet multi drawer	Filing cabinet multi drawer
Filtration and Conditioning - Point of Use	Filtration and Conditioning - Point of Use
Filtration, Conditioning and pH Correction - Central Plant	Filtration, Conditioning and pH Correction - Central Plant
Fire Alarm System	Fire Alarm System
Fire Alarms - Associated Equipment	Fire Alarms - Associated Equipment
Fire Blankets	Fire Blankets
Fire Door Automatic Release Mechanisms	Fire Door Automatic Release Mechanisms
Fire Doors	Fire Doors
Fire Exit Signage	Fire Exit Signage
Fire Extinguishers	Fire Extinguishers
Fire Extinguishers - Carbon Dioxide	Fire Extinguishers - Carbon Dioxide
Fire Extinguishers - Foam (Stored Pressure)	Fire Extinguishers - Foam (Stored Pressure)
Fire Extinguishers - Gas Suppression (Portable)	Fire Extinguishers - Gas Suppression (Portable)
Fire Extinguishers - Powder (Gas Cartridge)	Fire Extinguishers - Powder (Gas Cartridge)
Fire Extinguishers - Water (Gas Cartridge)	Fire Extinguishers - Water (Gas Cartridge)
Fire Extinguishers - Water Stored Pressure	Fire Extinguishers - Water Stored Pressure
Fire Shutters	Fire Shutters
Fire Suppression System Foam	Fire Suppression System Foam
Fire Suppression System Gas	Fire Suppression System Gas
Fire Suppression System Reacton	Fire Suppression System Reacton
Firemans switch	Firemans switch
First Aid Cabinet	First Aid Cabinet
Fixed Access Ladders	Fixed Access Ladders
Fixed Access Ladders and Stairs (Loft Ladder)	Fixed Access Ladders and Stairs (Loft Ladder)
Fixed Audio Induction and Hearing Loop System	Fixed Audio Induction and Hearing Loop System
Fixed Wired Periodic Inspection and Testing	Fixed Wired Periodic Inspection and Testing
Flagpoles and Flagstaffs	Flagpoles and Flagstaffs
Flat Roof	Flat Roof
Floors and Floor Finishes	Floors and Floor Finishes
Flues (All Combustible Fuels)	Flues (All Combustible Fuels)
Folding Machine	Folding Machine
Food Mixer	FOOD MIXER
Food Processor	Food Processor
Forced Draught (Pressure Jet) Oil Condensing Boiler	Forced Draught (Pressure Jet) Oil Condensing Boiler
Forced Draught Gas Burner	Forced Draught Gas Burner
Forced Draught Gas Condensing Boiler	Forced Draught Gas Condensing Boiler
Fountains Outdoor - Ornamental	Fountains Outdoor - Ornamental
Franking Machine	Franking Machine
Free Fall Fire Valves - Gas and Oil	Free Fall Fire Valves - Gas and Oil

Freezer	Freezer
Frequency Converter	Frequency Converter
Fuel Meter	Fuel Meter
Fuel Oil Distribution and Pipework using Medium (220/960 Sec) Oil	Fuel Oil Distribution and Pipework using Medium (220/960 Sec) Oil
Fuels (All Combustible Fuels)	Fuels (All Combustible Fuels)
Gas Booster Sets	Gas Booster Sets
Gas Detection/Flammable	Gas Detection/Flammable
Gas Detector Sensors/Carbon Monoxide Sensors	Gas Detector Sensors/Carbon Monoxide Sensors
Gas Fire	Gas Fire
Gas Fired Absorption Chiller Up to 18kw Cooling Capacity	Gas Fired Absorption Chiller Up to 18kw Cooling Capacity
Gas Fired Ceramic Plaque Infra-Red Heaters	Gas Fired Ceramic Plaque Infra-Red Heaters
Gas Fired Natural and Fan Assisted Heaters - Balanced Flue	Gas Fired Natural and Fan Assisted Heaters - Balanced Flue
Gas Fired Natural and Fan Assisted Heaters - Conventional	Gas Fired Natural and Fan Assisted Heaters - Conventional
Gas Fired Radiant Heaters	Gas Fired Radiant Heaters
Gas Fired Unit Heaters	Gas Fired Unit Heaters
Gas Governor or Gas Regulator	Gas Governor or Gas Regulator
Gas Incinerator	Gas Incinerator
Gas Meter	GAS METER
Gas Radiant Tube Heaters	Gas Radiant Tube Heaters
Gas/Oil Burners - Dual Fuel	Gas/Oil Burners - Dual Fuel
General and Task Lighting	General and Task Lighting
General telephony	General telephony
Glazed Roof/Glazed Roof Sections/Glass Canopies	Glazed Roof/Glazed Roof Sections/Glass Canopies
Grating Machine	Grating Machine
Grease Traps	Grease Traps
Griddle Electric	Griddle Electric
Griddle Gas	Griddle Gas
Grill / Hob Electric	Grill / Hob Electric
Grill Gas	Grill Gas
Grilles and Diffusers	Grilles and Diffusers
Gymnasium Equipment	Gymnasium Equipment
Hand Dryer	Hand Dryer
Heat Emitters	Heat Emitters
Heat Exchanger/Plate (Chilled Water)	Heat Exchanger/Plate (Chilled Water)
Heat Exchangers - Coils	Heat Exchangers - Coils
Heat Recovery Units	Heat Recovery Units
Heated Servery Counter Electric	Heated Servery Counter Electric
Heated Servery Counter Gas	Heated Servery Counter Gas
Heating Calorifiers - MTHW, HTHW or Steam	Heating Calorifiers - MTHW, HTHW or Steam
High Speed Doors	High Speed Doors
Hob Gas	Hob Gas

Hose Reels - Pressure Boosting Sets	Hose Reels - Pressure Boosting Sets
Hose Reels - Static or Swinging	Hose Reels - Static or Swinging
Hot Cupboard Gas	Hot Cupboard Gas
Hot Water Calorifiers - Heated by MTHW, HTHW or Steam	Hot Water Calorifiers - Heated by MTHW, HTHW or Steam
Hot Water Cylinders	Hot Water Cylinders
Hot Water Supply Calorifiers	Hot Water Supply Calorifiers
Humidifiers - Cold Water Evaporator, Drum Type	Humidifiers - Cold Water Evaporator, Drum Type
Humidifiers - Direct Steam Injection Type	Humidifiers - Direct Steam Injection Type
Humidifiers - Electrode Boiler	Humidifiers - Electrode Boiler
Humidifiers - Spray	Humidifiers - Spray
HV Earthing	HV Earthing
HV Packaged Substations	HV Packaged Substations
HV Ring Main Unit	HV Ring Main Unit
HV Switchpanel	HV Switchpanel
Hydraulic Actuators	Hydraulic Actuators
Hydraulic Lifting Equipment	Hydraulic Lifting Equipment
Hydraulic Lifts	Hydraulic Lifts
Icemaker	Icemaker
Illuminated Signage	Illuminated Signage
Inclined Platform Lift and Stair Riser	Inclined Platform Lift and Stair Riser
Indicators and Displays	Indicators and Displays
Instantaneous Electric Water Heaters (Non Drinks Type)	Instantaneous Electric Water Heaters (Non Drinks Type)
Internal Ceilings	Internal Ceilings
Internal Walls	Internal Walls
Intruder Alarm Systems	Intruder Alarm Systems
Intruder Alarms	Intruder Alarms
Ion Exchange Plant - Base Exchange Softening - Commercial	Ion Exchange Plant - Base Exchange Softening - Commercial
Isolators/Starters/Fuse Switches	Isolators/Starters/Fuse Switches
JCP Advisor chair	JCP Advisor chair
JCP Advisor Workstation Double	JCP Advisor Workstation Double
JCP Advisor workstation left hand	JCP Advisor workstation left hand
JCP Advisor Workstation Quad	JCP Advisor Workstation Quad
JCP Advisor workstation right hand	JCP Advisor workstation right hand
JCP Advisor Workstation Single	JCP Advisor Workstation Single
JCP Advisor Workstation Triple	JCP Advisor Workstation Triple
JCP customer chair	JCP customer chair
JCP floor walker chair	JCP floor walker chair
JCP Pedestal Mobile	JCP Pedestal Mobile
JCP reception chair (soft)	JCP reception chair (soft)
JCP Reception Sofa (soft)	JCP Reception Sofa (soft)
JCP Resource Chair	JCP Resource Chair
JCP Tablet Chair	JCP Tablet Chair

JCP Universal, Welcome or Storage Point	JCP Universal, Welcome or Storage Point
Jet Wash	Jet Wash
Key safe / secure cupboard	Key safe / secure cupboard
Key Safes and Cabinets	Key Safes and Cabinets
Kitchen Extract/Ventilation System	Kitchen Extract/Ventilation System
Kitchen Hood Fire Suppression	Kitchen Hood Fire Suppression
Kitchen Tray Conveyor	Kitchen Tray Conveyor
Lift Controller - Local Control Panel/Local Control Station	Lift Controller - Local Control Panel/Local Control Station
Lift Motor - Electric/Traction	Lift Motor - Electric/Traction
Lift Motor - Hydraulic Power Unit	Lift Motor - Hydraulic Power Unit
Lifting Beams	Lifting Beams
Lifting Point	Lifting Point
Lighting - Switches - Internal and External	Lighting - Switches - Internal and External
Lightning Conductor and Earth	Lightning Conductor and Earth
Lithium Bromide/Water Absorption Chillers	Lithium Bromide/Water Absorption Chillers
Lithium Bromide/Water Compression Chillers	Lithium Bromide/Water Compression Chillers
Locker compartment (Any)	Locker compartment (Any)
Locker multi compartment	Locker multi compartment
Locker single compartment	Locker single compartment
Louvres, Bird and Insect Screens	Louvres, Bird and Insect Screens
LV Switch Panel	LV Switch Panel
Macerators	Macerators
Main Switch Panel at Supply Intake	Main Switch Panel at Supply Intake
Manual Pallet Truck	Manual Pallet Truck
Maximum Demand and Power Factor Correction	Maximum Demand and Power Factor Correction
Meeting table circular	Meeting table circular
Meeting table rectangular	Meeting table rectangular
Meeting table trapezoidal	Meeting table trapezoidal
Metal Mesh Sling	Metal Mesh Sling
Microwave Oven Standard	Microwave Oven Standard
Microwave Oven/Combi Oven	Microwave Oven/Combi Oven
Mobile Elevating Work Platform (MEWP)	Mobile Elevating Work Platform (MEWP)
Mobile Lowerator	Mobile Lowerator
Mobile Man Anchors	Mobile Man Anchors
Mobile Platform	Mobile Platform
Mobile Scaffold Tower	Mobile Scaffold Tower
Mobile Work Platforms - Electric	Mobile Work Platforms - Electric
Motor Control Centre	Motor Control Centre
Motor Driven Actuators	Motor Driven Actuators
Motorised Blinds	Motorised Blinds
Motors (Drive Elements)	Motors (Drive Elements)
Non - Oil Switchgear	Non - Oil Switchgear
Non-Automated Gates	Non-Automated Gates
Occupancy and Light Sensors	Occupancy and Light Sensors

Oil and Fuel Leak Detection System	Oil and Fuel Leak Detection System
Oil Boiler	Oil Boiler
Oil Fired Space Heaters	Oil Fired Space Heaters
Oil Meter	Oil Meter
Oil Storage Tanks - Above Ground	Oil Storage Tanks - Above Ground
Oil Switchgear including Oil Circuit Breakers and Oil Switches	Oil Switchgear including Oil Circuit Breakers and Oil Switches
On/Off Switching Devices	On/Off Switching Devices
Other switches	Other switches
Outstations	Outstations
Packaged Chiller Units	Packaged Chiller Units
Packaged Electric Water Heaters - Cistern Type (Non Drinks)	Packaged Electric Water Heaters - Cistern Type (Non Drinks)
Packaged Steam Generators	Packaged Steam Generators
Packaged Steam Generators - Electric	Packaged Steam Generators - Electric
Pedestal Mobile or Desk High	Pedestal Mobile or Desk High
pedestal, Desk high 2 drawer	pedestal, Desk high 2 drawer
pedestal, Desk high 3 drawer	pedestal, Desk high 3 drawer
pedestal, Mobile 2 drawer	pedestal, Mobile 2 drawer
pedestal, Mobile 3 drawer	pedestal, Mobile 3 drawer
Personal Safety Alarms	Personal Safety Alarms
Petrol/Oil Interceptor	Petrol/Oil Interceptor
Photovoltaics	Photovoltaics
Pipework for Low Pressure Natural Gas, Liquefied Petroleum Gas (LPG) or Oil	Pipework for Low Pressure Natural Gas, Liquefied Petroleum Gas (LPG) or Oil
Pipework Systems	Pipework Systems
Pipework Systems - General	Pipework Systems - General
Pitched Roofs	Pitched Roofs
Plate Clearance Carousel	Plate Clearance Carousel
Plate Dispenser	Plate Dispenser
Plate Heat Exchangers	Plate Heat Exchangers
Plate Recuperator	Plate Recuperator
Pneumatic Actuators	Pneumatic Actuators
Pneumatic Equipment/Compressed Air Systems	Pneumatic Equipment/Compressed Air Systems
Pneumatic Tube System - Station	Pneumatic Tube System - Station
Point of Use Water Dispenser	Point of Use Water Dispenser
portable appliance testing	portable appliance testing
Portable Appliance Testing????	Portable Appliance Testing
Portable Audio Induction and Hearing Loop System	Portable Audio Induction and Hearing Loop System
Portable Television	Portable Television
Pot Cleaner Electric	Pot Cleaner Electric
Potato Peeler / Chipper	Potato Peeler / Chipper
Power Distribution Unit (PDU)	Power Distribution Unit (PDU)
Power Generation - Stand-by Generator	Power Generation - Stand-by Generator
Powered Pallet Truck	Powered Pallet Truck

Pressure Control Valves	Pressure Control Valves
Pressure Measurement Sensors	Pressure Measurement Sensors
Pressure Reducing Valves	Pressure Reducing Valves
Pressure Vessels	Pressure Vessels
Pressurisation Pumps	Pressurisation Pumps
Pressurisation Units - Chilled Water, Condenser Water and LTHW Types	Pressurisation Units - Chilled Water, Condenser Water and LTHW Types
Pressurisation Units - Heating	Pressurisation Units - Heating
Projector	PROJECTOR
Pump (Fuel Transfer)	Pump (Fuel Transfer)
Pumps - General	Pumps - General
Radiators and Vents	Radiators and Vents
Radio/TV comms equipt/mast	Radio/TV comms equipt/mast
Rainwater Downpipes and Gutters	Rainwater Downpipes and Gutters
Raised Walkways	Raised Walkways
Refrigerant Distribution System	Refrigerant Distribution System
Refrigerated Display Cabinet	Refrigerated Display Cabinet
Refrigeration Evaporators	Refrigeration Evaporators
Refrigerator (Commercial)	Refrigerator (Commercial)
Relative Humidity Sensors	Relative Humidity Sensors
Residual Current Device - RCCB/RCD (Non HV)	Residual Current Device - RCCB/RCD (Non HV)
Restaurant chair fabric	Restaurant chair fabric
Restaurant chair vinyl	Restaurant chair vinyl
Restaurant Informal seating (soft)	Restaurant Informal seating (soft)
Restaurant table, Circular	Restaurant table, Circular
Restaurant table, Rectangular	Restaurant table, Rectangular
Reverse Osmosis	Reverse Osmosis
Revolving Doors	Revolving Doors
Ride on Pallet Truck	Ride on Pallet Truck
Rigging Hooks	Rigging Hooks
Ring Main Unit	Ring Main Unit
Rising Fire Mains and Hydrants	Rising Fire Mains and Hydrants
Roller Shutter Doors	Roller Shutter Doors
Roof and Canopy Fall Protection Systems	Roof and Canopy Fall Protection Systems
Roof Coverings and Flashings	Roof Coverings and Flashings
Roof Features and Chimneys	Roof Features and Chimneys
Roof Skylights and Openings	Roof Skylights and Openings
Room Air Conditioners	Room Air Conditioners
Rope Climbing/Abseiling/Steeplejack - Eyebolts used for Personal Fall Protection	Rope Climbing/Abseiling/Steeplejack - Eyebolts used for Personal Fall Protection
Rope Climbing/Abseiling/Steeplejack - Personal Suspension and Access Systems	Rope Climbing/Abseiling/Steeplejack - Personal Suspension and Access Systems
Rotisserie Electric	Rotisserie Electric
Rotisserie Gas	Rotisserie Gas
Safe fireproof	Safe fireproof

Sanitary, Waste Water Plumbing and Drains	Sanitary, Waste Water Plumbing and Drains
Scales	Scales
Scissor Lift	Scissor Lift
Seat Valves	Seat Valves
Secondary Hot Water Circulating Pumps	Secondary Hot Water Circulating Pumps
Security Turnstiles	Security Turnstiles
Self Acting and Thermal Valves	Self Acting and Thermal Valves
Service Valves	Service Valves
Settlement Tanks	Settlement Tanks
Sewage Equipment	Sewage Equipment
Sewage level alarm	Sewage level alarm
Sewage or Drainage Pumps Submersible	Sewage or Drainage Pumps Submersible
Sewage Package Systems	Sewage Package Systems
Shackle	Shackle
Shower Valves	Shower Valves
Showers	Showers
Single Input Controller	Single Input Controller
Slicing Machine	Slicing Machine
Sliding Doors	Sliding Doors
Small Structures, Shelters etc	Small Structures, Shelters etc
Smoke Curtains	Smoke Curtains
Smoke Detectors	Smoke Detectors
Smoke Detectors with Sounders	Smoke Detectors with Sounders
Soft Services Asset	Soft Services Assets
Solar Hot Water Panels and Similar Collecting Devices	Solar Hot Water Panels and Similar Collecting Devices
Solar Thermal Absorption Chillers	Solar Thermal Absorption Chillers
Solar Thermal Compression Chillers	Solar Thermal Compression Chillers
Solenoid Gas/Oil Shut-off (Safety) Valves	Solenoid Gas/Oil Shut-off (Safety) Valves
Solenoid Valves	Solenoid Valves
Sonic Bird Deterrent Systems	Sonic Bird Deterrent Systems
SOUP WARMER	SOUP WARMER
Soup Warmer	Soup Warmer
Specialist / ergonomic chair	Specialist / ergonomic chair
Split Systems/Heat Pumps - Air-Cooled with Direct Expansion Evaporator (DX) Indoor	Split Systems/Heat Pumps - Air-Cooled with Direct Expansion Evaporator (DX) Indoor
Split Systems/Heat Pumps - Air-Cooled with Direct Expansion Evaporator (DX) Outdoor	Split Systems/Heat Pumps - Air-Cooled with Direct Expansion Evaporator (DX) Outdoor
Split Systems/Heat Pumps - Versatemp	Split Systems/Heat Pumps - Versatemp
Sprinkler Systems	Sprinkler Systems
Standard Operator Chair	Standard Operator Chair
Starters - Air Break and Contactors	Starters - Air Break and Contactors
Starters - Autotransformer	Starters - Autotransformer
Starters - Drive Elements	Starters - Drive Elements
Starters - Reversing	Starters - Reversing
Starters - Star Delta	Starters - Star Delta

Starters - Two Speed - Pole Change	Starters - Two Speed - Pole Change
Starters -Two Speed - Dual Wound	Starters -Two Speed - Dual Wound
Statues	Statues
Steaming Oven Electric	Steaming Oven Electric
Steaming Oven Gas	Steaming Oven Gas
Steel Chain Sling	Steel Chain Sling
Step Controllers	Step Controllers
Steps, Stairs, Ramps, Balustrades and Handrails	Steps, Stairs, Ramps, Balustrades and Handrails
Storage File Lectreiver	Storage File Lectreiver
Storage File Racking (Per Bay)	Storage File Racking (Per Bay)
Storage File Rolling System	Storage File Rolling System
Storage Side Filer 2/3 drawer	Storage Side Filer 2/3 drawer
Storage Tanks - Liquefied Petroleum Gas (LPG)	Storage Tanks - Liquefied Petroleum Gas (LPG)
Storage Tanks - Oil	Storage Tanks - Oil
Sump level alarm	Sump level alarm
Sump Pumps: Extended Shaft	Sump Pumps: Extended Shaft
Suspended/Facade Access Equipment (SAE)	Suspended/Facade Access Equipment (SAE)
Swimming Pools	Swimming Pools
Swing Doors	Swing Doors
Table Coffee	Table Coffee
Table Dining (All Types)	Table Dining (All Types)
Table Meeting circular	Table Meeting circular
Table Meeting rectangular	Table Meeting rectangular
Tall larder fridge	Tall larder fridge
Tap and Outlet Fittings	Tap and Outlet Fittings
Tap, Mixing Valves and Outlet Fittings	Tap, Mixing Valves and Outlet Fittings
Telephony Equipment in Telephone Equipment Rooms (TER)	Telephony Equipment in Telephone Equipment Rooms (TER)
Temperature Measurement Sensors	Temperature Measurement Sensors
Terminal Units - Constant Volume including Mixing	Terminal Units - Constant Volume including Mixing
Terminal Units - Fan Coil	Terminal Units - Fan Coil
Terminal Units - Induction Units	Terminal Units - Induction Units
Terminal Units - VRV Systems	Terminal Units - VRV Systems
Terminal Units Vav - Fan Powered	Terminal Units Vav - Fan Powered
Terminal Units Vav - Pneumatic Powered	Terminal Units Vav - Pneumatic Powered
Terminal Units Vav - Self Powered	Terminal Units Vav - Self Powered
Thermal Actuators	Thermal Actuators
Thermal Imaging Camera	Thermal Imaging Camera
Thermal Storage Cylinder (Individual Dwellings for DHWS)	Thermal Storage Cylinder (Individual Dwellings for DHWS)
Thermal Wheels - Rotary Heat Regenerators	Thermal Wheels - Rotary Heat Regenerators
Three Phase Circuits	Three Phase Circuits
Time Switches	Time Switches

Toaster	TOASTER
Trace Heating - Electrical	Trace Heating - Electrical
Traction Lifts	Traction Lifts
Traffic Control System (Traffic Lights etc)	Traffic Control System (Traffic Lights etc)
Traffic Hydraulic Ramp (Traffic Calming Systems)	Traffic Hydraulic Ramp (Traffic Calming Systems)
Transmission and Receiving Equipment	Transmission and Receiving Equipment
Trolley mail	Trolley mail
Trolley platform	Trolley platform
Trolley sack	Trolley sack
TVs/Aerials	TVs/Aerials
Under counter fridge	Under counter fridge
Underground Oil Storage Tanks	Underground Oil Storage Tanks
Uninterruptible Power Supplies	Uninterruptible Power Supplies (UPS)
Unit Controllers and Sensor Controllers	Unit Controllers and Sensor Controllers
UPS	UPS
Valves - In General	Valves - In General
Vented Hot Water Systems	Vented Hot Water Systems
Ventilating Fans - General	Ventilating Fans - General
Vertical Platform Lifts	Vertical Platform Lifts
VESDA	VESDA
Virtual Compliance Asset	Virtual Compliance Asset - TT
Voltage Optimisation Unit	Voltage Optimisation Unit
Walk In Fridge/Freezer	Walk In Fridge/Freezer
Walk-Through Metal Detectors	Walk-Through Metal Detectors
Wall mounted Television	Wall mounted Television
Waste and Wood Burning Appliances (Including Boilers) - Boiler (if fitted)	Waste and Wood Burning Appliances (Including Boilers) - Boiler (if fitted)
Waste Compactor	WASTE COMPACTOR
Waste Disposal Unit	WASTE DISPOSAL UNIT
Waste Incinerator	Waste Incinerator
Water Boiler (Non Pressurised) - Electric (Tea-point)	Water Boiler (Non Pressurised) - Electric (Tea-point)
Water Boiler (Non Pressurised) - Gas (Tea-point)	Water Boiler (Non Pressurised) - Gas (Tea-point)
Water Boiler (Pressurised) - Electric (Tea-point)	Water Boiler (Pressurised) - Electric (Tea-point)
Water Boiler (Pressurised) - Gas (Tea-point)	Water Boiler (Pressurised) - Gas (Tea-point)
Water Booster Pumps	Water Booster Pumps
Water Buffer/Surge Tanks	Water Buffer/Surge Tanks
Water Cooler	WATER COOLER
Water Filter	Water Filter
Water Leak Detection Systems	Water Leak Detection Systems
Water Meter	Water Meter
Water Saving Devices	Water Saving Devices
Water Urns / Boiler	Water Urns / Boiler
Water Urns / Boiler	Water Urns / Boiler

Wind Turbine	WIND TURBINE
Wind Turbine Control	WIND TURBINE CONTROL
Windows Internal and External	Windows Internal and External
Winged Insect Killer	Winged Insect Killer
Wire Rope Sling	Wire Rope Sling
X-Ray Scanners	X-Ray Scanners

Contract Schedule 2 - Atkins Ltd Proposal dated 19th January 2021
[REDACTED]

Contract Schedule 3 - Government Commercial Function Supplier Code of Conduct

You can find the latest version of the Supplier Code of Conduct published on:

<https://www.gov.uk/government/publications/supplier-code-of-conduct> unless specified otherwise

Contract Schedule 4 - DWP Security Policy

1. GENERAL

The Consultant shall, and shall procure that any Sub-consultant (as applicable) shall, comply with the Employer's security requirements as set out in the Call Off Contract which include the requirements set out in this Schedule 8 to the Call Off Contract (the "**Security Policy**"). The Security Policy includes, but is not limited to, requirements regarding the confidentiality, integrity and availability of Employer Assets, the Employer's Systems Environment and the Consultant's Systems Environment. Terms used in this Schedule 8 which are not defined below shall have the meanings given to them in the Contract Data and/or clause Z1 (Interpretation and the law) of this Call Off Contract.

"Availability Test"	shall mean the activities performed by the Consultant to confirm the availability of any or all components of any relevant ICT system as specified by the Employer.
"Breach of Security"	means the occurrence of: (I) any unauthorised access to or use of Employer Data, the Employer's Systems Environment (or any part thereof) or the Consultant's Systems Environment (or any part thereof); (II) the loss and/or unauthorised disclosure of any Employer Data, the Employer's Systems Environment (or any part thereof) or the Consultant's Systems Environment (or any part thereof); (III) any unauthorised event resulting in loss of availability of any Employer Data, the Employer's Systems Environment (or any part thereof) or the Consultant's Systems Environment (or any part thereof); (IV) any unauthorised changes or modification to any Employer Data, the Employer's Systems Environment (or any part thereof) or the Consultant's Systems

	Environment (or any part thereof).
“CHECK”	shall mean the scheme for authorised penetration tests which scheme is managed by the NCSC.
“Cloud”	shall mean an off-premise network of remote ICT servers on the Internet to store, process, manage and transmit data.
“Consultant’s Systems Environment”	means any ICT systems provided by the Consultant (and any Sub-consultant) which are or may be used for the provision of the <i>services</i> .
“Cyber Essentials”	shall mean the Government-backed, industry-supported scheme managed by the NCSC to help organisations to protect themselves against online threats or the relevant successor or replacement scheme which is published and/or formally recommended by the NCSC.
“Cyber Security Information Sharing Partnership” or “CiSP”	shall mean the cyber security information sharing partnership established by the NCSC or the relevant successor or replacement scheme which is published and/or formally recommended by the NCSC.
“Employer Assets”	mean any <i>Employer Devices</i> and <i>Employer Data</i> .
“Employer Data”	<p>means the data, guidance, specifications, instructions, toolkits, plans, databases, patents, patterns, models, design, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:-</p> <ul style="list-style-type: none"> (i) supplied to the <i>Consultant</i> by or on behalf of the Employer; or (ii) which the <i>Consultant</i> is required to generate, process, store or transmit pursuant to this Call Off Contract.

“Employer’s Systems Environment”	means all of the Employer’s ICT systems which are or may be used for the provision of the <i>services</i> .
“Good Security Practice”	<p>shall mean:</p> <ul style="list-style-type: none"> a) the technical and organisational measures and practices that are required by, or recommended in, nationally or internationally accepted management standards and codes of practice relating to Information Security (such as published by the International Organization for Standardization or the National Institute of Standards and Technology); b) security standards and guidelines relating to Information Security (including generally accepted principles regarding the segregation of the duties of governance, implementation and control) provided to the general public or Information Security practitioners and stakeholders by generally recognised authorities and organisations; and c) the Government’s security policies, frameworks, standards and guidelines relating to Information Security.
“Information Security”	<p>shall mean:</p> <ul style="list-style-type: none"> a) the protection and preservation of: <ul style="list-style-type: none"> i) the confidentiality, integrity and availability of any Employer Assets, the Employer’s Systems Environment (or any part thereof) and the Consultant’s Systems Environment (or any part thereof); ii) related properties of information including, but not limited to, authenticity,

	<p>accountability, and non-repudiation; and</p> <p>b) compliance with all Law applicable to the processing, transmission, storage and disposal of Employer Assets.</p>
“Information Security Manager”	shall mean the person appointed by the Consultant with the appropriate experience, authority and expertise to ensure that the Consultant complies with the Security Policy.
“Information Security Management System (“ISMS”)	shall mean the set of policies, processes and systems designed, implemented and maintained by the Consultant to manage Information Security Risk as certified by ISO/IEC 27001.
“Information Security Questionnaire”	shall mean the Employer’s set of questions used to audit and on an ongoing basis assure the Consultant’s compliance with the Security Policy. The Information Security Questionnaire is the Security Management Plan.
“Information Security Risk”	shall mean any risk that might adversely affect Information Security including, but not limited to, a Breach of Security.
“ISO/IEC 27001, ISO/IEC 27002 and ISO 22301	<p>shall mean</p> <p>a) ISO/IEC 27001;</p> <p>b) ISO/IEC 27002/IEC; and</p> <p>c) ISO 22301</p> <p>in each case as most recently published by the International Organization for Standardization or its successor entity (the “ISO”) or the relevant successor or replacement information security standard which is formally recommended by the ISO.</p>
“NCSC”	shall mean the National Cyber Security Centre or its successor entity (where applicable).
“Penetration Test”	shall mean a simulated attack on any Employer Assets, the Employer’s Systems Environment (or any part thereof) or the

	Consultant's Systems Environment (or any part thereof).
"PCI DSS"	shall mean the Payment Card Industry Data Security Standard as most recently published by the PCI Security Standards Council, LLC or its successor entity (the "PCI").
"Risk Profile"	shall mean a description of any set of risk. The set of risks can contain those that relate to a whole organisation, part of an organisation or as otherwise applicable.
"Security Test"	shall include, but not be limited to, Penetration Test, Vulnerability Scan, Availability Test and any other security related test and audit.
"Security Policies"	mean the Employer's Security Policies published by the Employer from time to time and shall include any successor, replacement or additional Security Policies. The Security Policies are set out in Annex A.
"Security Policies and Standards"	mean the Security Policies and the Security Standards
"Security Standards"	mean the Employer's Security Standards published by the Employer from time to time and shall include any successor, replacement or additional Security Standards. The Security Standards are set out in Annex B.
"Tigerscheme"	shall mean a scheme for authorised penetration tests which scheme is managed by USW Commercial Services Ltd.
"Vulnerability Scan"	shall mean an ongoing activity to identify any potential vulnerability in any Employer Assets, the Employer's Systems Environment (or any part thereof) or the Consultant's Systems Environment (or any part thereof).

- 1.1 Reference to any notice to be provided by the Consultant to the Employer shall be construed as a notice to be provided by the Consultant to the Employer's Agent.

2. PRINCIPLES OF SECURITY

- 2.1 The Consultant shall at all times comply with the Security Policy and provide a level of security which is in accordance with the Security Policies and Standards, Good Security Practice and Law.

3. ISO/IEC 27001 COMPLIANCE AND AUDIT

- 3.1 The Consultant shall, and shall procure that any Sub-consultant (as applicable) shall, comply with ISO/IEC 27001 in relation to the *services* during the Call Off Contract.
- 3.2 The Consultant shall appoint an Information Security Manager and shall notify the Employer of the identity of the Information Security Manager on the *starting date* and, where applicable, within 5 Working Days following any change in the identity of the Information Security Manager.
- 3.3 The Consultant shall ensure that it operates and maintains the Information Security Management System during the *service period* and that the Information Security Management System meets the Security Policies and Standards, Good Security Practice and Law and includes:
- a) a scope statement (which covers all of the Services provided under this Call Off Contract);
 - b) a risk assessment (which shall include any risks specific to the Services);
 - c) a statement of applicability;
 - d) a risk treatment plan; and
 - e) an incident management plan
- in each case as specified by ISO/IEC 27001.

The Consultant shall provide the Information Security Management System to the Employer upon request within 10 Working Days from such request.

- 3.4 The Consultant shall carry out regular Security Tests in compliance with ISO/IEC 27001 and shall within 10 Working Days after completion of the relevant audit provide any associated security audit reports to the Employer.
- 3.5 Notwithstanding the provisions of paragraph 3.1 to paragraph 3.4, the Employer may, in its absolute discretion, notify the Consultant that it is not in compliance with the Security Policy and provide details of such non-compliance. The Consultant shall, at its own expense, undertake those actions required in order to comply with the Security Policy within one calendar month following such notification or on a date as agreed by the Parties. For the avoidance of doubt, any failure to comply with the Security Policy within the required timeframe (regardless of whether such failure is capable of remedy) shall constitute a substantial failure by the Consultant to comply with his obligations.

4. CYBER ESSENTIALS SCHEME

- 4.1 The Consultant shall, and shall procure that any Sub-Consultant (as applicable) shall, obtain and maintain certification to Cyber Essentials (the "Cyber Essentials Certificate") in relation to the Services during the *service period*. The Cyber Essentials Certificate shall be provided by the Consultant to the Employer annually on the dates as agreed by the Parties.
- 4.2 The Consultant shall notify the Employer of any failure to obtain, or the revocation of, a Cyber Essentials Certificate within 2 Working Days of confirmation of such failure or revocation. The Consultant shall, at its own expense, undertake those actions required in order to obtain a

Cyber Essentials Certificate following such failure or revocation. For the avoidance of doubt, any failure to obtain and/or maintain a Cyber Essentials Certificate during the *service period* after the first date on which the Consultant was required to provide a Cyber Essentials Certificate in accordance with paragraph 4.1 (regardless of whether such failure is capable of remedy) shall constitute a substantial failure by the Consultant to comply with his obligations.

5. RISK MANAGEMENT

- 5.1 The Consultant shall operate and maintain policies and processes for risk management (the **Risk Management Policy**) during the *service period* which includes standards and processes for the assessment of any potential risks in relation to the *services* and processes to ensure that the Security Policy is met (the **Risk Assessment**). The Consultant shall provide the Risk Management Policy to the Employer upon request within 10 Working Days of such request. The Employer may, at its absolute discretion, require changes to the Risk Management Policy to comply with the Security Policy. The Consultant shall, at its own expense, undertake those actions required in order to implement the changes required by the Employer within one calendar month of such request or on a date as agreed by the Parties.
- 5.2 The Consultant shall carry out a Risk Assessment (i) at least annually, (ii) in the event of a material change in the Consultant's Systems Environment or in the threat landscape or (iii) at the request of the Employer. The Consultant shall provide the report of the Risk Assessment to the Employer, in the case of at least annual Risk Assessments, within 5 Working Days of completion of the Risk Assessment or, in the case of all other Risk Assessments, within one calendar month after completion of the Risk Assessment or on a date as agreed by the Parties. The Consultant shall notify the Employer within 5 Working Days if the Risk Profile in relation to the Services has changed materially, for example, but not limited to, from one risk rating to another risk rating.
- 5.3 If the Employer decides, at its absolute discretion, that any Risk Assessment does not meet the Security Policy, the Consultant shall repeat the Risk Assessment within one calendar month of such request or as agreed by the Parties.
- 5.4 The Consultant shall, and shall procure that any Sub-consultant (as applicable) shall, co-operate with the Employer in relation to the Employer's own risk management processes regarding the *services*.
- 5.5 For the avoidance of doubt, the Consultant shall pay all costs in relation to undertaking any action required to meet the requirements stipulated in this paragraph 5. Any failure by the Consultant to comply with any requirement of this paragraph 5 (regardless of whether such failure is capable of remedy), shall constitute a substantial failure by the Consultant to comply with his obligations.

6. SECURITY AUDIT AND ASSURANCE

- 6.1 The Consultant shall, and shall procure that any Sub-consultant (as applicable) shall, complete the information security questionnaire in the format stipulated by the Employer (the **"Information Security Questionnaire"**) at least annually or at the request by the Employer. The Consultant shall provide the completed Information Security Questionnaire to the Employer within one calendar month from the date of request.
- 6.2 The Consultant shall conduct Security Tests to assess the Information Security of the Consultant's Systems Environment and, if requested, the Employer's Systems Environment. In relation to such Security Tests, the Consultant shall appoint a third party which i) in respect of

any Penetration Test, is duly accredited by CHECK, CREST (International), or Tigerscheme and, ii) in respect of any Security Test to which PCI DSS apply, is an approved scanning vendor duly accredited by the PCI. Such Security Test shall be carried out (i) at least annually, (ii) in the event of a material change in the Consultant's Systems Environment or in the Employer's System Environment or (iii) at the request of the Employer which request may include, but is not limited to, a repeat of a previous Security Test. The content, and format of any report of such Security Tests shall be approved in advance of the Security Test by the Employer. The Consultant shall provide any report of such Security Tests within one calendar month following the completion of such Security Test or on a date agreed by the Parties. The Consultant shall, at its own expense, undertake those actions required to rectify any risks identified by any Security Test in the manner and within the timeframe required by the Employer in its absolute discretion.

- 6.3 The Employer shall be entitled to send the Employer's Agent or such other person it shall reasonably require to witness the conduct of any Security Test. The Consultant shall provide to the Employer notice of any Security Test at least one month prior to the relevant Security Test.
- 6.4 Where the Consultant provides code development services to the Employer, the Consultant shall comply with the Security Policy in respect of code development within the Consultant's Systems Environment and the Employer's Systems Environment.
- 6.5 Where the Consultant provides software development services, the Consultant shall comply with the code development practices specified in The Statement of Requirements and Scope or in the Security Policy.
- 6.6 The Employer, or an agent appointed by it, may undertake Security Tests in respect of the Consultant's Systems Environment after providing advance notice to the Consultant. If any Security Test identifies any non-compliance with the Security Policy, the Consultant shall, at its own expense, undertake those actions required in order to rectify such identified non-compliance in the manner and timeframe as stipulated by the Employer at its absolute discretion. The Consultant shall provide all such co-operation and assistance in relation to any Security Test conducted by the Employer as the Employer may reasonably require.
- 6.7 The Employer shall schedule regular security governance review meetings which the Consultant shall, and shall procure that any Sub-consultant (as applicable) shall, attend.

7. PCI DSS COMPLIANCE AND CERTIFICATION

- 7.1 Where the Consultant obtains, stores, processes or transmits payment card data, the Consultant shall comply with the PCI DSS.
- 7.2 The Consultant shall obtain and maintain up-to-date attestation of compliance certificates ("**AoC**") provided by a qualified security assessor accredited by the PCI and up-to-date self-assessment questionnaires ("**SAQ**") completed by a qualified security assessor or an internal security assessor, in each case accredited by the PCI (each with the content and format as stipulated by the PCI and such reports the "PCI Reports"), during the *service period*. The Consultant shall provide the respective PCI Reports to the Employer upon request within 10 Working Days of such request.
- 7.3 The Consultant shall notify the Employer of any failure to obtain a PCI Report or a revocation of a PCI Report within 2 Working Days of confirmation of such failure or revocation. The Consultant shall, at its own expense, undertake those actions required in order to obtain a PCI

Report following such failure or revocation within one calendar month of such failure or revocation.

8. SECURITY POLICIES AND STANDARDS

- 8.1 The Consultant shall, and shall procure that any Sub-consultant (as applicable) shall, comply with the Security Policies and Standards set out Annex A and B.
- 8.2 Notwithstanding the foregoing, the Security Policy applicable to the services may be subject to change following certain events including, but not limited to, any relevant change in the delivery of the Services. The Employer may issue instructions to the Consultant to comply with any amended Security Policy as required by the Employer, provided that where such amended Security Policy increases the burden on the Consultant pursuant to this contract, the novation shall be a compensation event. Accordingly a new clause 60.1(14) shall be added that reads “An amendment to a Security Policy pursuant to paragraph 8.2 of Contract Schedule 8 occurs which increases the burden on the Consultant pursuant to this Call Off Contract”.
- 8.3 The Consultant shall, and shall procure that any Sub-consultant (as applicable) shall, maintain appropriate records and is otherwise able to demonstrate compliance with the Security Policies and Standards.

9. CYBER SECURITY INFORMATION SHARING PARTNERSHIP

- 9.1 The Consultant may become a member of the Cyber Security Information Sharing Partnership in accordance with the recommendations by the NCSC during the *service period*. The Consultant may participate in the Cyber Security Information Sharing Partnership for the exchange of cyber threat information.
- 9.2 Where the Consultant becomes a member of the Cyber Security Information Sharing Partnership, it shall review the NCSC weekly threat reports on a weekly basis and implement recommendations in line with the Consultant’s Risk Management Policy.

ANNEX A – EMPLOYER SECURITY POLICIES AND STANDARDS

The Security Policies are published on:

<https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards> unless specified otherwise:

- a) Acceptable Use Policy
- b) Information Security Policy
- c) Physical Security Policy
- d) Information Management Policy
- e) Email Policy
- f) Technical Vulnerability Management Policy
- g) Remote Working Policy
- h) Social Media Policy
- i) Forensic Readiness Policy
- j) SMS Text Policy
- k) Privileged Users Security Policy
- l) User Access Control Policy
- m) Security Classification Policy
- n) Cryptographic Key Management Policy
- o) HMG Personnel Security Controls – May 2018
(published on <https://www.gov.uk/government/publications/hmg-personnel-security-controls>)
- p) NCSC Secure Sanitisation of Storage Media
(published on <https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media>)

ANNEX B – SECURITY STANDARDS

The Security Standards are published on:

<https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards>:

- a) SS-001 - Part 1 - Access & Authentication Controls
- b) SS-001 - Part 2 - Privileged User Access Controls
- c) SS-002 - PKI & Key Management
- d) SS-003 - Software Development
- e) SS-005 - Database Management System Security Standard
- f) SS-006 - Security Boundaries
- g) SS-007 - Use of Cryptography
- h) SS-008 - Server Operating System
- i) SS-009 - Hypervisor
- j) SS-010 - Desktop Operating System
- k) SS-011 - Containerisation
- l) SS-012 - Protective Monitoring Standard for External Use
- m) SS-013 - Firewall Security
- n) SS-014 - Security Incident Management
- o) SS-015 - Malware Protection
- p) SS-016 - Remote Access
- q) SS-017 - Mobile Devices
- r) SS-018 - Network Security Design
- s) SS-019 - Wireless Network
- t) SS-022 - Voice & Video Communications
- u) SS-023 - Cloud Computing
- v) SS-025 - Virtualisation
- w) SS-027 - Application Security Testing
- x) SS-028 - Microservices Architecture
- y) SS-029 - Securely Serving Web Content
- z) SS-030 - Oracle Database
- aa) SS-031 - Domain Management
- bb) SS-033 - Patching

Contract Schedule 5 - Key Performance Indicators



Contract Schedule
5 - Key Performance