



Engineering and Construction Contract

OPTION A: PRICED CONTRACT WITH ACTIVITY SCHEDULE

This contract should be used for the appointment of a contractor for engineering and construction work, including any level of design responsibility

An NEC document

June 2017

(with amendments January 2019)

Contract Data

PART ONE – DATA PROVIDED BY THE *CLIENT*

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

1 General

The *conditions of contract* are the core clauses, the clauses for main Option A, the following Option for resolving and avoiding disputes and secondary Options of the NEC4 Engineering and Construction Contract June 2017 (with amendments January 2019)

Option for resolving and avoiding disputes W2

Secondary Options

The works are

A new build NNR Volunteer, Community and Science Nature Recovery Hub at Lower Derwent Valley, Bank Island, Church Lane, Wheldrake, York, YO19 6FE

The *Client* is

Name Natural England

Address for communications

Natural England
of Foss House, Kings Pool, 1-2
Peasholme Green, YORK, YO1 7PX

Address for electronic communications

The *Project Manager* is

Name

Address for communications

Address for electronic communications

The *Supervisor* is

Name

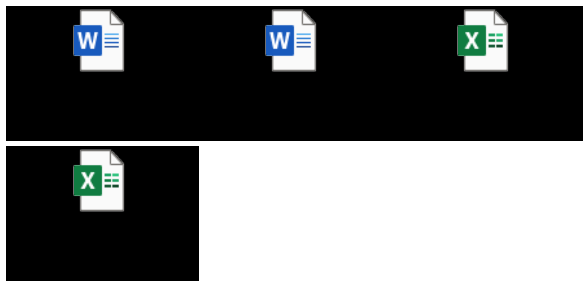
Address for communications

Address for electronic communications

The Scope is in

NNR19/0164 Lower Derwent Valley Hub ECC Scope v2
21 Oct 24

Also included is:
Tender Queries Document 21.107.24,
Clarification Summary V19SL
[redacted] – Qualifications – (RLB) – Summarised Version



The Site Information is in

Appendix C – Site Information is within the above enclosed Scope.

The *boundaries of the site* are

Refer to the Site Information

The *language of the contract* is

English

The *law of the contract* is the law 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

2 weeks except that

• The *period for reply* for

[redacted] is [redacted]

• The *period for reply* for

[redacted] is [redacted]

The following matters will be included in the Early Warning Register

- There is an overhead High Voltage cable that sits centrally on the site
- This is adjacent to a protected site and notice needs to be provided prior to any vegetation removal, to the 'client'.
- There is a high water table, and the western part of the site is adjacent to an active flood plain. Impacting mostly in the autumn, winter and spring.
- This site is used daily by members of the public and the right of way and existing parking should be maintained at all times.
- The PCI and Risk Register
- Section S278 junction works

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

As required and as a minimum at least every 30 days.

2 The *Contractor's* main responsibilities

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

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

condition to be met

key date

(1)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>

3 Time

The *starting date* is

15th November 2024

The *access dates* are

	part of the Site	date
(1)	Access date	20 th January 2025
(2)		
(3)		

The *Contractor* submits revised programmes at intervals no longer than

4 weeks

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

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

16th January 2026

Taking over the *works*
before the Completion
Date

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

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

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

2 weeks

4 Quality management

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

2 weeks

The period between Completion of the whole of the
works and the *defects date* is

52 weeks

The *defect correction period* is

10 days

except that

• The *defect correction period* for

Gas leaks;
dangerous
electrical works;
failure of
electrical lighting;
burst water pipes
or water ingress
causing damage;
blocked drains
and WC's,
defects generally
that cause
danger to others;
defective central
heating or hot
water installation;
ill fitting doors or
windows where
security is
affected

is

8 hours

• The *defect correction period* for

is

5 Payment

The *currency of the contract* is the

Pound Sterling

The *assessment interval* is

The *interest rate* is % per annum above the

rate of the bank

If the period in which payments are made is not three weeks and Y(UK)2 is not used

The period within which payments are made is

6 Compensation events

The place where weather is to be recorded is

Cawood

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

- the cumulative rainfall (mm)
- the number of days with rainfall more than 5 mm
- the number of days with minimum air temperature less than 0 degrees Celsius
- the number of days with snow lying at 09:00 hours GMT

and these measurements:

Number of days with wind speed exceeding 22mph/9.8m/s on site.

The *weather measurements* are supplied by

The Met Office

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

which were recorded at

53.827, -1.147

and which are available from

The Met Office

Where no recorded data
are available

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

To be agreed between the NEC ECC Project Manager and the Contractor.

The *value engineering percentage* is 50%, unless another percentage is stated here, in which case it is

%

If there are additional
compensation events

These are additional compensation events

To be agreed between the NEC ECC Project Manager and the Contractor.

8 Liabilities and insurance

If there are additional
Client's liabilities

These are additional *Client's* liabilities

(1) Not applicable

(2) Not applicable

(3) Not Applicable

The minimum amount of cover for insurance against loss of or damage to property (except the *works*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor* Providing the Works for any one event is

£

The minimum amount of cover for insurance against death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with the contract for any one event is

£

If the *Client* is to provide
Plant and Materials

The insurance against loss of or damage to the *works*, Plant and Materials is to include cover for Plant and Materials provided by the *Client* for an amount of

The replacement cost of the
Plant and/or Materials

If the *Client* is to provide any of the insurances stated in the Insurance Table

The *Client* provides these insurances from the Insurance Table

(1) Insurance against

Not applicable

Minimum amount of cover is

Not applicable

The deductibles are

Not applicable

The *Contractor* provides these additional insurances

(1) Insurance against

Not applicable

Minimum amount of cover is

Not applicable

The deductibles are

Not applicable

Resolving and avoiding disputes

The *tribunal* is

Litigation in the courts

If the *tribunal* is arbitration

The *arbitration procedure* is

Not applicable

The place where arbitration is to be held is

Not applicable

The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the *arbitration procedure* does not state who selects an arbitrator is

Not applicable

If Option W1 or W2 is used

The *Senior Representatives* of the *Client* are

Name (1)

Address for communications

Natural England
Foss House Natural England, 4th Floor,
Foss House Kings Pool, 1-2 Peasholme
Green, York, YO1 7PX

Address for electronic communications

Name (2)

Address for communications

Natural England
Foss House Natural England, 4th Floor,
Foss House Kings Pool, 1-2 Peasholme
Green, York, YO1 7PX

Address for electronic communications

The *Adjudicator* is

Name

To be confirmed by the ICE

Address for communications

[One Great George Street · London, SW1](#)

Address for electronic communications

The *Adjudicator nominating body* is

The Institute of Civil Engineers, London

X1: Price adjustment for inflation – NOT APPLICABLE

If Option X1 is used

The proportions used to calculate the Price Adjustment Factor are

0.	<input type="text"/>	linked to the index for	<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>	non-adjustable	<input type="text"/>
1.00	<input type="text"/>		

The *base date* for indices is

These indices are

X3: Multiple currencies - NOT APPLICABLE

If Option X3 is used

The *Client* will pay for the items or activities listed below in the currencies stated

items and activities	other currency	total maximum payment in the currency
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

The *exchange rates* are those published in

on (date)

X5: Sectional Completion - NOT APPLICABLE

If Option X5 is used

The *completion date* for each *section* of the *works* is

section	description	completion date
(1)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>
(4)	<input type="text"/>	<input type="text"/>

X6: Bonus for early Completion - NOT APPLICABLE

If Option X6 is used without Option X5 The bonus for the whole of the *works* is per day

If Option X6 is used with Option X5 The bonus for each *section* of the *works* is

<i>section</i>	<i>description</i>	<i>amount per day</i>
(1)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>
(4)	<input type="text"/>	<input type="text"/>
The bonus for the remainder of the <i>works</i> is		<input type="text"/>

X7: Delay damages

If Option X7 is used without Option X5 Delay damages for Completion of the whole of the *works* are per day

If Option X7 is used with Option X5 Delay damages for each *section* of the *works* are

<i>section</i>	<i>description</i>	<i>amount per day</i>
(1)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>
(4)	<input type="text"/>	<input type="text"/>
The delay damages for the remainder of the <i>works</i> are		<input type="text"/>

X8: Undertakings to the *Client* or Others - NOT APPLICABLE

If Option X8 is used

The *undertakings*

to *Others* are

provided to

The *Subcontractor undertaking to Others* are

works

provided to

The *Subcontractor undertaking to the Client* are

works

X10: Information modelling - NOT APPLICABLE

If Option X10 is used

If no *information execution plan* is identified in part two of the Contract Data

The period after the Contract Date within which the *Contractor* is to submit a first Information Execution Plan for acceptance is

The minimum amount of insurance cover for claims made against the *Contractor* arising out of its failure to use the skill and care normally used by professionals providing

Information similar to the Project Information is, in respect of each claim

The period following Completion of the whole of the *works* or earlier termination for which the *Contractor* maintains insurance for claims made against it arising out of its failure to use the skill and care is

X12: Multiparty collaboration (not used with Option X20) - NOT APPLICABLE

If Option X12 is used

The *Promoter* is

The Schedule of Partners is in

--

The *Promoter's objective* is

--

The Partnering Information is in

--

X13: Performance bond - NOT APPLICABLE

If Option X13 is used

The amount of the performance bond is

--

X14: Advanced payment to the *Contractor* - NOT APPLICABLE

If Option X14 is used

The amount of the advanced payment is

--

The period after the Contract Date from which the *Contractor* repays the instalments in assessments is

--

The instalments are

(either an amount or a percentage of the payment otherwise due)

--

Advanced payment bond

An advanced payment bond **is/is not** required (Delete as applicable)

X15: The *Contractor's* design - NOT APPLICABLE

If Option X15 is used

The *period for retention* following Completion of the whole of the *works* or earlier termination is

The minimum amount of insurance cover for claims made against the *Contractor* arising out of its failure to use the skill and care normally used by professionals designing works similar to the *works* is, in respect of each claim

The period following Completion of the whole of the *works* or earlier termination for which the *Contractor* maintains insurance for claims made against it arising out of its failure to use the skill and care is

X16: Retention

If Option X16 is used

The *retention free* amount is

The *retention percentage* is

 %

Retention bond

The *Contractor* **may not** give the *Client* a retention bond

X17: Low performance damages – NOT APPLICABLE

If Option X17 is used

The amounts for low performance damages are

amount

performance level

for

for

for

for

X18: Limitation of liability – NOT APPLICABLE

If Option X18 is used

The *Contractor's* liability to the *Client* for indirect or consequential loss is limited to

For any one event, the *Contractor's* liability to the *Client* for loss of or damage to the *Client's* property is limited to

The *Contractor's* liability for Defects due to its design which are not listed on the Defects Certificate is limited to

The *Contractor's* total liability to the *Client* for all matters arising under or in connection with the contract, other than excluded matters, is limited to

The *end of liability date* is

years after the Completion of the whole of the *works*

X20: Key Performance Indicators (not used with Option X12) - NOT APPLICABLE

If Option X20 is used The *incentive schedule* for Key Performance Indicators is in

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

Y(UK)1: Project Bank Account – NOT APPLICABLE

Charges made and interest paid by the *project bank* The *Contractor* **is/is not** to pay any charges made and to be paid any interest paid by the *project bank* (Delete as applicable)

Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996 - NOT APPLICABLE

If Option Y(UK)2 is used and the final date for payment is not fourteen days after the date on which payment becomes due The period for payment is days after the date on which payment becomes due

Y(UK)3: The Contracts (Rights of Third Parties) Act 1999 – NOT APPLICABLE

If Option Y(UK)3 is used	term	beneficiary
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>

If Y(UK)3 is used with Y(UK)1 the following entry is added to the table for Y(UK)3	term	beneficiary
	The provisions of Options Y(UK)1	Named Suppliers

Z: Additional conditions of contract

If Option Z is used The *additional conditions of contract* are

The *additional conditions of contract* are as detailed in the appended Schedule of Amendments which is to be read and construed accordingly.

Z1 - Identified and defined terms

Insert new clause 11.3 additional defined terms.

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

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

- which are supplied to the *Contractor* by or on behalf of the *Client*,

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

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

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

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

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

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

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

11.3 (9) DOTAS is the Disclosure of Tax avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992.

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

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

11.3 (12) General Anti-Abuse Rule is

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

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

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

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

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

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

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

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

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

11.3 (18) Prohibited Act is

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

any activity, practice or conduct which would constitute one of the offences listed above if such activity, practice or conduct had been carried out in the UK.

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

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

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

Z2 - Admittance to site

Insert new clause 19A:

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

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

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

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

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

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

Z3 - Prevention of fraud and bribery

Insert new clauses:

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

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

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

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

18.4.3 In Providing the *Works* the *Contractor*

- establishes, maintains and enforces, and requires that its *Subcontractors* establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act,

- keeps appropriate records of its compliance with this contract and make such records available to the *Client* on request and
- provides and maintains and where appropriate enforces an anti-bribery policy (which shall be disclosed to the *Client* on request) to prevent it and any *Contractor's* people or any person acting on the *Contractor's* behalf from committing a Prohibited Act.

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

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

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

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

Z4 Legislation and Official secrets

Insert new clauses:

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

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

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

Z5 - Freedom of information

Insert new clauses:

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

29.4 The *Contractor*

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

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

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

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

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

Z6 - Confidentiality and Information Sharing

Insert a new clause

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

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

29.10 The clause above shall not apply to the extent that

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

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

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

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

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

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

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

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

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

29.16 Nothing in this clause shall prevent either party from using any techniques, ideas or know-how gained during the Engineering and Construction Contract Option A | 10

performance of the contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of IPR.

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

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

Z7 – Security Requirements

The *Contractor* complies with, and procures the compliance of the *Contractor's* people, with the Security Policy and the Security Management Plan produced by the *Contractor* and the *Contractor* shall ensure that the Security Management Plan fully complies with the Security Policy and Contract Schedule J.

Z8 - Tax Compliance

Insert new clauses:

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

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

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

Z9 - Fair payment

Insert a new clause:

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

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

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

Z10 - Intellectual Property Rights

Delete clause 22 and insert the following clause

In this clause 22 only:

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

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

22.2 The *Client* may assign novate or otherwise transfer its rights and obligations under the licence granted pursuant to 22.1 to a Crown Body or to anybody (including any private sector body) which performs or carries on any functions and/or

activities that previously had been performed and/or carried on by the *Client*.

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

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

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

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

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

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

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

Z11 - Small and Medium Sized Enterprises (SMEs)

Insert new clause:

26.5

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

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

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

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

Z12 - Apprenticeships

Insert new clause:

26.6

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

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

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

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

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

the number of people during the reporting period employed on the contract, including support staff and *Subcontractors*,

- the number of apprentices and number of new starts on apprenticeships directly initiated through this contract,
- the percentage of all people taking part in an apprenticeship programme,
- if applicable, an explanation from the *Contractor* as to why it is not managing to meet the specified percentage target,

- actions being taken to improve the take up of apprenticeships and
- other training/skills development being undertaken by people in relation to this contract, including:
 - (a) work experience placements for 14 to 16 year olds,
 - (b) work experience /work trial placements for other ages,
 - (c) student sandwich/gap year placements,
 - (d) graduate placements,
 - (e) vocational training,
 - (f) basic skills training and
 - (g) on site training provision/ facilities.

Z13 - GDPR

The *Client* and the *Contractor* shall comply with the provisions of schedule 1

Z14 – Cyber Essentials

If required the *Client* and the *Contractor* shall comply with the provisions of schedule 2

New clauses are added as follows:

Z15 - Discrimination

Z15.1 The *Contractor* does not discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to the Race Relations Act 1976, the Sex Discrimination Act 1975, the Disability Discrimination Acts 1995 and 2005 or the Equality Act 2010 (the "Discrimination Acts").

Z15.2 Where possible in Providing the *Works*, the *Contractor* co-operates with and assists the *Client* to satisfy its 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.

Z15.3 Where an employee or *Subcontractor* employed by the *Contractor* is required to carry out any activity alongside the *Client's* employees in any premises, the *Contractor* ensures that each such employee or *Subcontractor* complies with the *Client's* employment policies and codes of practice relating to discrimination and equal opportunities.

Z15.4 The *Contractor* notifies the *Project Manager* in writing as soon as he becomes aware of any investigation or proceedings brought against the *Contractor* 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 *Client* to attend) any associated meetings,
- promptly allows access to any relevant documents and information and
- co-operates fully and promptly with the investigatory body, court or tribunal.

Z15.5 The *Contractor* indemnifies the *Client* against all costs, charges, expenses (including legal and administrative expenses) and payments made by the *Client* arising out of or in connection with any investigation or proceedings under the Discrimination Acts resulting from any act or omission of the *Contractor*.

Z15.6 The *Contractor* includes in the *conditions of contract* for each *Subcontractor* obligations substantially similar to those set out above.

Z16 - Quality Management and Audit

Z16.1 The *Contractor* operates a quality management system for Providing the *Works* which

- complies with the relevant parts of ISO 9001:2008 and ISO 9001:2008/Cor 1:2009,
- incorporates an environmental management system consistent with ISO 14001:2004,
- includes processes for delivering continual improvement following the guidance in ISO 9004:2009,
- has third party certification from a UKAS approved accreditation body (or its equivalent) or is operating in preparation for accreditation within 12 months of the Contract Date
- complies with good industry practice and
- otherwise fully complies, and is consistent with the requirements set out in the *Works Information*.

SCHEDULE 1

GDPR

The following definitions shall apply to this Schedule 1

Agreement: this contract.

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

GDPR CLAUSE DEFINITIONS:

Data Protection Legislation : (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 subject to Royal Assent to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;

Data Protection Impact Assessment: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer take the meaning given in the GDPR.

Data Loss Event: any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

Data Subject Request: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

DPA 2018: Data Protection Act 2018

GDPR: the General Data Protection Regulation (Regulation (EU) 2016/679)

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

LED: Law Enforcement Directive (Directive (EU) 2016/680)

Protective Measures: appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted.

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

1. DATA PROTECTION

1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the *Client* is the Controller and the *Contractor* is the Processor. The only processing that the Processor is authorised to do is listed in Schedule by the Controller and may not be determined by the Processor.

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

1.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the *Works*;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and

(d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

1.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

(a) process that Personal Data only in accordance with Schedule 1 Annex A unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;

(b) ensure that it has in place Protective Measures, are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:

(i) nature of the data to be protected;

(ii) harm that might result from a Data Loss Event;

(iii) state of technological development; and

(iv) cost of implementing any measures;

(c) ensure that :

(i) the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule 1 Annex A);

(ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:

(A) are aware of and comply with the Processor's duties under this clause;

(B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;

(C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and

(D) have undergone adequate training in the use, care, protection and handling of Personal Data; and

(d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following *conditions* are fulfilled:

(i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

(iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;

(e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.

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

(a) receives a Data Subject Request (or purported Data Subject Request);

(b) receives a request to rectify, block or erase any Personal Data;

(c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

(d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;

(e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

(f) becomes aware of a Data Loss Event.

1.6 The Processor's obligation to notify under clause 1.5 shall include the provision of further information to the Controller in phases, as details become available.

1.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

(a) the Controller with full details and copies of the complaint, communication or request;

(b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;

(c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;

(d) assistance as requested by the Controller following any Data Loss Event;

(e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

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

(a) the Controller determines that the processing is not occasional;

(b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or

(c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

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

1.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.

1.11 Before allowing any Subprocessor to process any Personal Data related to this Agreement, the Processor must:

(a) notify the Controller in writing of the intended Subprocessor and processing;

(b) obtain the written consent of the Controller;

(c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this clause 1.11 such that they apply to the Subprocessor; and

(d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

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

1.13 The Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

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

1.15 Where the Parties include two or more Joint Controllers as identified in Schedule 1 Annex A in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement.

Schedule 1 Annex A: Processing, Personal Data and Data Subjects

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

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

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the <i>Client</i> is the Controller and the <i>Contractor</i> is the Processor
Subject matter of the processing	[REDACTED]
Duration of the processing	[REDACTED]
Nature and purposes of the processing	[REDACTED]
Type of Personal Data being Processed	[REDACTED]
Categories of Data Subject	[REDACTED]
Plan for return and destruction of the data once the processing is complete <u>UNLESS requirement under union or member state law to preserve that type of data</u>	[REDACTED]

SCHEDULE 2 CYBER ESSENTIALS

CYBER ESSENTIALS SCHEME

1. DEFINITIONS

1.1 In this Schedule, the following words shall have the following meanings:

"Cyber Essentials Scheme"	the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats (as may be amended from time to time). Details of the Cyber Essentials Scheme can be found here: https://www.gov.uk/government/publications/cyber-essentialsscheme-overview ;
"Cyber Essentials Basic Certificate"	the certificate awarded on the basis of self-assessment, verified by an independent certification body, under the Cyber Essentials Scheme and is the basic level of assurance;
"Cyber Essentials Certificate"	Cyber Essentials Basic Certificate, the Cyber Essentials Plus Certificate or the Cyber Essential Scheme certificate equivalent to be provided by the <i>Contractor</i> as set out in the Framework Data Sheet;
"Cyber Essential Scheme Data"	sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme; and
"Cyber Essentials Plus Certificate"	the certification awarded on the basis of external testing by an independent certification body of the <i>Contractor's</i> cyber security approach under the Cyber Essentials Scheme and is a more advanced level of assurance.

2. CYBER ESSENTIALS OBLIGATIONS

- 2.1 Where the Scope requires that the *Contractor* provide a Cyber Essentials Certificate prior to the execution of the *Works* the *Contractor* shall provide a valid Cyber Essentials Certificate, then on or prior to the commencement of the *Works* the *Contractor* delivers to the *Client* evidence of the same. Where the *Contractor* fails to comply with this paragraph it shall be prohibited from commencing the carrying out of the *Works* under any contract until such time as the *Contractor* has evidenced to the *Client* its compliance with this paragraph 2.1.
- 2.2 Where the *Contractor* continues to Process Cyber Essentials Scheme Data during the carrying out of the *Works* the *Contractor* delivers to the *Client* evidence of renewal of the Cyber Essentials Certificate on each anniversary of the first applicable certificate obtained by the *Contractor* under paragraph 2.1.
- 2.3 Where the *Contractor* is due to Process Cyber Essentials Scheme Data after the commencement of the *Works* but before completion of the *Works* the *Contractor* delivers to the *Client* evidence of:
- 2.3.1 a valid and current Cyber Essentials Certificate before the *Contractor* Processes any such Cyber Essentials Scheme Data; and

- 2.3.2 renewal of the valid Cyber Essentials Certificate on each anniversary of the first Cyber Essentials Scheme certificate obtained by the *Contractor* under paragraph 2.1.
- 2.4 In the event that the *Contractor* fails to comply with paragraphs 2.2 or 2.3 (as applicable), the *Client* reserves the right to terminate this contract for material Default.
- 2.5 The *Contractor* ensures that all sub-contracts with *Sub-Contractors* who Process Cyber Essentials Data contain provisions no less onerous on the *Sub-Contractors* than those imposed on the *Contractor* under this contract in respect of the Cyber Essentials Scheme under paragraph 2.1 of this Schedule.
- 2.6 This Schedule shall survive termination or expiry of this contract.

PART TWO – DATA PROVIDED BY THE CONTRACTOR

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

1 General

The *Contractor* is

Name

Address for communications

Address for electronic communications

The *fee percentage* is

 %

The *working areas* are

Defined in the works and site information

The *key persons* are

Name (1)

Job

Responsibilities

Accountable for the operational delivery

Qualifications

Experience

Name (2)

Job

Responsibilities

Commercial management of the project

Qualifications

Experience

The following matters will be included in the Early Warning Register

- Design drawings to be complete prior to commencement of works.
- Record drawings to be submitted prior to testing & commissioning and 4 weeks prior to completion.
- O&M manual draft to be submitted 4 weeks prior to completion.
- Overhead cables running across the site.
- BT cover noted on new junction drawing isn't visible from the site visit but is on google street view photo from 2012 and on service drawings.
- Existing Bus stop will require relocating during S278 works.
- Foul rising main potentially runs through the site although PCI says it's in the roadside verge.

2 The *Contractor's* main responsibilities

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

NNR19/0164 Lower
Derwent Valley Hub
ECC Scope v2 21 Oct
24

3 Time

If a programme is to be identified in the Contract Data The programme identified in the Contract Data is

New NNR Lower
Derwent Valley Draft
CL31 programme Rev C.
(Below)



New NNR Lower
Derwent Valley Draft

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

16th January 2026

5 Payment

The *activity schedule* is

Pricing Schedule Rev2
(Contract) –
12.11.24 (Below)



The tendered total of the Prices is

£2,367,253.86

Resolving and avoiding disputes

If Option W1 or W2 is used The *Senior Representatives* of the *Contractor* are

Name(1)

Address for communications

Address for electronic communications

Name(2)

Lee.noble@britcon.co.uk

Address for communications

Address for electronic communications

Matt.searston@britcon.co.uk

X10: Information modelling – NOT APPLICABLE

If Option X10 is used

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

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

Y(UK)1: Project Bank Account – NOT APPLICABLE

If Option Y(UK)1 is used

The *project bank* is

named suppliers are

Data for the Short Schedule of Cost Components

The *people rates* are

category of person

unit

rate

Contracts Manager	Hours	£ + VAT/hr
Project Manager	Hours	£ + VAT/hr
Site Manager	Hours	£ + VAT/hr
Senior Engineer	Hours	£ + VAT/hr
Design Manager	Hours	+ VAT/hr
Managing Surveyor	Hours	+ VAT/hr
Site Administrator	Hours	£ + VAT/hr
Project Planner	Hours	£ + VAT/hr

The published list of Equipment is the edition current at the Contract Date of the list published by

8th November 2024

The percentage for adjustment for Equipment in the published list is

0%

% (state plus or minus)

The rates for other Equipment are

The rates for other Equipment are

Equipment	rate
25t mobile crane	£[REDACTED] + VAT/hr
50t mobile crane	£[REDACTED] + VAT/hr
MEWP 60ft	£[REDACTED] + VAT/hr
Stabilisation unit	£[REDACTED] + VAT/day
Spreader	£[REDACTED] + VAT/day
Rapid impact compaction	£[REDACTED] + VAT/day
D65 Pxi Dozer	£[REDACTED] + VAT/day
Crushing/Screening	£[REDACTED] + VAT/day
VacEx unit	£[REDACTED] + VAT/day

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

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

category of person	rate
Structural steel design	£[REDACTED] + VAT/hr
Drawing technician	[REDACTED] + VAT/hr
Fabricators	£[REDACTED] + VAT/hr
Welder	£[REDACTED] + VAT/hr
Painter	£[REDACTED] + VAT/hr
Trailer storage off site	£[REDACTED] + VAT/week

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

Travelling expense excluded from the hourly rates.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]