

Short Contract

Bravo Contract ecm_

A contract between The Department for the Environment, Food and Rural Affairs.

and Mitie (Facilities Management) Ltd

for The Provision of Project Management, Design & Procurement –
Capital Improvement Works the Frostenden Barn

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Notes about this contract are printed in boxes like this one or in
[parenthesis like this]. They are not part of the contract.

Contract Data

The *Client* is
 Name . The Department for Environment, Food and Rural Affairs
 Address . Nobel House, 17 Smith Square, London SW1P 3JR
 Telephone
 E-mail address . [REDACTED]
 The *services* are Provision of Project Management, Design & Procurement - Capital Improvement Works the Frostenden.

The *starting date* is 1st July 2022
 The *completion date* is 31st October 2022
 The *delay damages* for late Completion are . Nil per day.
 The *law of the contract* is . The law of England and Wales.
 The *period for reply* is . One weeks. weeks after Completion. of each month.
 The *defects date* is The . 52. month.
assessment day is the . Final Working Day
 Work is to be carried out on a time charge basis . Not Applicable

The interest rate on late payment is % Per complete week of delay.

Insert a rate only if a rate less than 0.5% per week of delay has been agreed.

Contract Data

The *Consultant* provides the following insurance cover

The Service Provider shall maintain insurance for the following risks at the following minimum levels during the Term and

for a period of not less than 12 months after the Termination Date:

- A. professional indemnity insurance at a minimum level of five million pounds sterling (£5,000,000) in respect of each claim;
- B. public liability insurance (including cover for Data Protection & HSE events) at a minimum level of fifty million pounds sterling (£50,000,000) in respect of each claim;
- C. product liability insurance (including financial loss extension) at a minimum level of ten million pounds sterling (£10,000,000) (with a minimum extension of one million pounds sterling (£1,000,000) for financial loss) in respect of each claim;
- D. employers' liability insurance at a minimum level of ten million pounds sterling (£10,000,000) in respect of each claim; and
- E. motor third party insurance at a minimum level of ten million pounds sterling (£10,000,000) in respect of each claim.

The Service Provider shall also maintain environmental and pollution liability insurance, and in the joint names of the Service Provider and the Authority the Service Provider shall maintain contractors all risks insurance for full reinstatement as new value.

If Option Z18 is used

- The *Contractor's* liability to the *Employer* for indirect or consequential loss is limited to .nil
- For any one event, the *Contractor's* liability to the *Employer* for loss of or damage to the *Employer's* property is limited to . £10 million.
- The *Contractor's* liability for Defects due to his design which are not listed on the Defects Certificate is limited to . £5 million
- The *Contractor's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than excluded matters, is limited to .£10 million

The *Client* provides the following insurance cover

Only enter details here if <i>Client</i> is to provide insurance.
--

. Not Applicable.

Contract Data

The *Consultant's* total liability to the *Client* for matters for which insurance is provided is limited to £10 million.

The *Consultant's* total liability to the *Client* for other matters is limited to £10 million

The *tribunal* is The Courts of the United Kingdom.

If the *tribunal* is arbitration, the arbitration procedure is Not Applicable

The place where the arbitration is to be held is Not Applicable

The person who will choose the arbitrator if the Parties cannot agree is Not Applicable. .

Only include these statements if the *tribunal* is arbitration.

The **conditions of contract** are the NEC3 Professional Services Short Contract (April 2013) and the following additional conditions.

Only enter details here if additional conditions are required.

Option Z: Additional conditions of the Contract

The additional conditions of contract are described below. Each Option Z provision will apply as set out below.

Option Z1: Amending the Interpretation Provisions

Delete existing clause 12.1 and replace with:

"In this contract, except where the context shows otherwise

- words in the singular also mean in the plural and the other way round,
- words in the masculine also mean in the feminine and neuter and the other way round,
- 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 and
- references to a standard include any current relevant standard that replaces it."

Option Z2: Confidentiality

Z2.1 For the purpose of this contract, Personal Data is information collected by the Contractor on behalf of the Employer in relation to this contract, which relates to living individuals who can be identified:

- from that information
- from that information combined with other details in (or likely to come into) the possession of the Employer.

Z2.2 The Contractor keeps (and ensures that its employees and Subcontractors keep) confidential and does not disclose to any person, including, without limitation, Others:

- the terms of this contract and
- any confidential or proprietary information (including Personal Data) provided to or acquired by the Contractor in the course of Providing the Works except that the Contractor may disclose information

- to its legal or other professional advisers,
- to its employees and Subcontractors as needed to enable the Contractor to Provide the Works,
- where required to do so by law or by any professional or regulatory obligation or by order of any court or

government agency, provided that (unless the Contractor is prohibited by law from doing so) prior to disclosure the Contractor consults the Project Manager and takes full account of the Employer's views about whether (and if so to what extent) the information should be disclosed,

- which it receives from a third party who lawfully acquired it and who is under no obligation restricting its disclosure,
- which is in the public domain at the time of disclosure other than due to the fault of the Contractor or with the consent of the Project Manager.

Z2.3 The Contractor does not (and ensures that its employees and Subcontractors do not) use any confidential or proprietary information provided to or acquired by it for any purpose other than to Provide the Works.

Option Z3: Security

Z3.1 Without limiting this clause Z3, the Contractor fully complies with all security requirements stated in the Works Information.

Site admittance

The Contractor submits to the Project Manager details of people who are to be employed by it and its Subcontractors in connection with the works. The details include a list of names and addresses, the capacities in which they are employed, and other information required by the Project Manager.

Z3.2 The Project Manager may instruct the Contractor to take measures to prevent unauthorised persons being admitted on to the Site. The instruction is a compensation event if the measures are additional to those required by the Works Information.

Z3.3 Passes

Employees of the Contractor and its Subcontractors are to carry an Employer's pass whilst they are on the parts of the Site stated in the Contract Data.

Z3.4 The Contractor submits to the Project Manager for acceptance a list of the names of the people for whom passes are required.

Z3.5 Photographs

Z3.6 The Contractor does not take photographs of the Site or the works or any part of them unless he has obtained the acceptance of the Project Manager.

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

Option Z4: Data Protection

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

For the purposes of this contract and the Data Protection Acts

- the Employer is the Data Controller and
- the Contractor is the Data Processor.

The Contractor 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 its obligations under this contract.

The Contractor has in place and maintains until the defects date

- 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 Personal Data.

The Contractor immediately notifies the Project Manager 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.

The Contractor assists and co-operates with the Project Manager 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 Project Manager and
- promptly providing the Project Manager with any Personal Data and other information requested by him.

The Contractor allows the Employer to conduct periodic audits of the Contractor's compliance with the Data Protection Acts in relation to the specific Project. The Contractor complies with the instructions of the Project Manager to enable such audits to be carried out.

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

The Contractor immediately notifies the Project Manager on becoming aware of any breach of this clause or of the Data Protection Acts by the Contractor or any Subcontractor.

The Contractor does not process the Personal Data outside the European Economic Area without the agreement of the Project Manager. Where the Project Manager agrees, the Contractor complies with the instructions of the Project Manager and provides an adequate level of protection to any Personal Data in accordance with the eighth data protection principle set out in Schedule 1 to the Data Protection Act 1998.

Option Z5: Disclosure of Information

Z5.1 A Disclosure Request is a request for information relating to this contract received by the Employer pursuant to the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or otherwise.

Z5.2 The Contractor acknowledges that the Employer may receive Disclosure Requests and that the Employer may be obliged (subject to the application of any relevant exemption and, where applicable, the public interest test) to disclose information (including commercially sensitive information) pursuant to a Disclosure Request. Where practicable, the Employer consults with the Contractor before doing so in accordance with the relevant Code of Practice. The Contractor uses its best endeavours to respond to any such consultation promptly and within any deadline set by the Project Manager and acknowledges that it is for the Employer to determine whether or not such information should be disclosed.

Z5.3 When requested to do so by the Project Manager, the Contractor promptly provides information in its possession relating to this contract and assists and co-operates with the Project Manager to enable the Employer to respond to a Disclosure Request within the time limit set out in the relevant legislation.

Z5.4 The Contractor promptly passes any Disclosure Request which it receives to the Project Manager. The Contractor does not respond directly to a Disclosure Request unless instructed to do so by the Project Manager.

Option Z6: Copyright

Z6.1 Material means all materials prepared by or on behalf of the Contractor for the works and all updates, additions and revisions to them and any designs or inventions incorporated in them.

Z6.2 Permitted Uses means the design, construction, completion, reconstruction, modification, extension, refurbishment, maintenance, funding, disposal, letting, fitting-out, advertisement, demolition, reinstatement, building information, modelling and repair of the works.

Z6.3 The Contractor grants to the Employer, with immediate effect, an irrevocable, non-exclusive, royalty-free licence to copy and make full use of the Material for any purpose, including without limitation any of the Permitted Uses.

Z6.4 The Employer's licence carries the right to grant sub-licences and is transferable to third parties without the consent of the Contractor and survives termination (for any reason) of the Contractor's employment under this contract.

Z6.5 The Contractor is not liable for use of the Material for any purpose other than that for which it was prepared or provided.

Option Z7: Discrimination

Z7.1 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").

Z7.2 Where possible in Providing the Works, the Contractor co-operates with and assists the Employer 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.

Z7.3 Where an employee or Subcontractor employed by the Contractor is required to carry out any activity alongside the Employer's employees in any premises, the Contractor ensures that each such employee or Subcontractor complies with the Employer's employment policies and codes of practice relating to discrimination and equal opportunities.

Z7.4 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 Employer 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.

Z7.5 The Contractor 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 Contractor.

Z7.6 The Contractor includes in the conditions of contract for each Subcontractor obligations substantially similar to those set out above.

Option Z8: Quality Management and Audit

Z8.1 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.

Z8.2 The Contractor provides to the Project Manager, within one week of the Contract Date, a quality policy

statement and a quality plan for acceptance. The quality policy statement and quality plan comply with the requirements stated in the Works Information and are sufficiently detailed to demonstrate how the Contractor will Provide the Works in accordance with this contract.

Z8.3 The Contractor keeps a controlled copy of the quality plan available for inspection by the Project Manager at all times.

Z8.4 The Contractor complies with an instruction from the Project Manager to

- change the quality plan so that it complies with the requirements of this contract or
- correct a failure of the Contractor to comply with the quality plan.

Z8.5 The Project Manager and other persons authorised by him may carry out periodic audits of the Contractor's quality management system as specified in the Works Information. The Contractor allows access to the Working Areas and other premises used by the Contractor to Provide the Works and provides all facilities and assistance necessary to enable such audits to be carried out.

Option Z9: Compliance with Legislation

Z9.1 The Contractor Provides the works:

- in a proper and workmanlike manner, and
- in compliance with o all statutes, statutory instruments, regulations, rules and orders made under any statute or directive having the force of law which affect the works or performance of any obligations under this contract, and o any regulation, bye-law, permission or approval of any local authority or statutory undertaker having jurisdiction in relation to the works or with whose systems the works are, or are to be, connected.

Z9.2 The project that comprises or includes the works is not notifiable for the purposes of the Construction (Design and Management) Regulations 2015 (the "CDM Regulations"). The Contractor is the principal contractor under the CDM Regulations in respect of the works and performs all the functions and obligations required to be performed by the principal contractor under the CDM Regulations.

Option Z10: Fair Payment

Z10.1 The Contractor assesses the amount due to a Subcontractor without taking into account the amount certified by the Project Manager.

Z10.2 The Contractor includes in the contract with each Subcontractor

- a period for payment of the amount due to the Subcontractor not greater than 19 days after the due date 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, except that the period for payment is to be not greater than 23 days after the due date 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.

Z10.3 The due date in this contract is the date on which the Project Manager certifies payment.

Z10.4 The Contractor notifies non-compliance with the timescales for payment through the Efficiency and Reform Group Supplier Feedback Service. The Contractor includes this provision in each subcontract, and requires Subcontractors to include the same provision in each sub-subcontract.

Option Z11: Assignment

Z11.1 The Contractor does not assign its interest in or any rights arising under this contract without the consent of the Employer.

Z11.2 The Employer may assign, charge or transfer its interest in this contract or any rights arising under it at any time without the consent of the Contractor. The Employer notifies the Contractor of any such assignment, charge or transfer.

Z11.3 The Contractor does not (and ensures that its employees and Subcontractors do not) use any confidential or proprietary information provided to or acquired by it for any purpose other than to Provide the Works.

Option Z15: Limitation of the Contractor's liability for his design to reasonable skill and care applies

The Contractor's design Z15

Z15.1 The Contractor is not liable for Defects in the works due to his design so far as he proves that he used reasonable skill and care to ensure that his design complied with the Works Information.

Z15.2 If the Contractor corrects a Defect for which he is not liable under this contract it is a compensation event.

Option Z16: Retention

The retention free amount is 0%. The retention percentage is 0%

Option Z18: Limitation of liability applies

Limitation of liability Z18

Z18.1 The Contractor's liability to the Employer for the Employer's indirect or consequential loss is limited to the amount stated in the Contract Data.

Z18.2 For any one event, the liability of the Contractor to the Employer for loss of or damage to the Employer's property is limited to the amount stated in the Contract Data.

Z18.3 The Contractor's liability to the Employer for Defects due to his design which are not listed on the Defects Certificate is limited to the amount stated in the Contract Data.

Z18.4 The Contractor's total liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the amount stated in the Contract Data and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.

The excluded matters are amounts payable by the Contractor as stated in this contract for

- loss of or damage to the Employer's property, or
- delay damages if delay damages are included in the contract data

Z19 GENERAL DATA PROTECTION REGULATION (GDPR) REQUIREMENTS

Z19.1 Additional Definitions applicable to this clause.

- **Contractor Personnel:** means all directors, officers, employees, agents, Contractors and Contractors of the Contractor and/or of any Sub-Contractor engaged in the performance of its obligations under this Agreement;
- **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 Contractor 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 Access Request:** a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
- **DPA 2018:** Data Protection Act 2018
- **GDPR:** the General Data Protection Regulation (Regulation (EU) 2016/679)
- **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 such measures adopted by it.
- **Sub-processor:** any third Party appointed to process Personal Data on behalf of the Contractor related to this Agreement.

19.2. DATA PROTECTION REQUIREMENTS

- 19.2.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Employer is the Controller, and the Contractor is the Processor. The Contractor processes data only as authorised in Appendix 2 (Schedule of Processing, Personal Data and Data Subjects) by the Employer and may not be determined by the Contractor.
- 19.2.2 The Contractor notifies the Project Manager immediately if it considers that any of requirement of the documents forming part of this contract infringe the Data Protection Legislation.

19.2.3 The Contractor provides all reasonable assistance to the Employer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Employer, include: (a) a systematic description of the envisaged processing operations and the purpose of the processing; (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services; (c) an assessment of the risks to the rights and freedoms of Data Subjects; and (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

19.2.4 In relation to any Personal Data processed in connection with its obligations under the documents forming part of this contract the Contractor:

(a) processes that Personal Data only in accordance with Appendix 2 (Schedule of Processing, Personal Data and Data Subjects), unless otherwise required by Law. If it is so required the Contractor shall promptly notify the Employer before processing the Personal Data unless prohibited by Law; (b) ensures that it has in place Protective Measures, which have been reviewed and approved by the Employer as appropriate to protect against a Data Loss Event 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) ensures that:

(i) the Contractor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule X); (ii) it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:

- (A) are aware of and comply with the Contractor's duties under this clause;
- (B) are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
- (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 Employer 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) do not transfer Personal Data outside of the EU unless the prior written consent of the Employer has been obtained and the following conditions are fulfilled:

- (i) the Employer or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Employer;
- (ii) the Data Subject has enforceable rights and effective legal remedies;
- (iii) the Contractor 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 Employer in meeting its obligations); and (iv) the Contractor complies with any reasonable instructions notified to it in advance by the Employer with respect to the processing of the Personal Data;

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

19.2.5 Subject to clause 1.6, the Contractor shall notify the Project Manager immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's 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.

- 19.2.6 The Contractor's obligation to notify under clause 1.5 shall include the provision of further information to the Employer in phases, as details become available.
- 19.2.7 Taking into account the nature of the processing, the Contractor shall provide the Employer 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 Employer) including by promptly providing:
- (a) the Employer with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Employer to enable the Employer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Employer, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Employer following any Data Loss Event; (e) assistance as requested by the Employer with respect to any request from the Information Commissioner's Office, or any consultation by the Employer with the Information Commissioner's Office.
- 19.2.8 The Contractor's obligation to notify under clause 1.5 shall include the provision of further information to the Employer in phases, as details become available.
- 19.2.9 Taking into account the nature of the processing, the Contractor shall provide the Employer 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 Employer) including by promptly providing:
- (a) the Employer with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Employer to enable the Employer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Employer, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Employer following any Data Loss Event; (e) assistance as requested by the Employer with respect to any request from the Information Commissioner's Office, or any consultation by the Employer with the Information Commissioner's Office.
- 19.2.10 The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:
- (a) the Employer determines that the processing is not occasional;
 - (b) the Employer 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; and
 - (c) the Employer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 19.2.11 The Contractor shall allow for audits of its Data Processing activity by the Employer or the Employer's designated auditor.
- 19.2.12 The Contractor shall designate a data protection officer if required by the Data Protection Legislation.
- 19.2.13 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must:
- (a) notify the Employer in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Employer;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause [X] such that they apply to the Sub-processor; and

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

19.2.14 The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.

19.2.15 The Employer 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).

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

The *Consultant's* Offer

The *Consultant* is

Name . Mitie (Facilities Management) Ltd

Address . Level 12, The Shard, 32 London Bridge Street, London SE1 9SG.

Telephone . [REDACTED]

E-mail address [REDACTED]

The *Consultant* offers to Provide the Services in accordance with the *conditions of contract* for an amount to be determined in accordance with the *conditions of conditions*.

The name, job, qualifications and experience of *Consultant's key people* are in . . Not
Applicable. The *staff rates* are

person or job	unit of measurement	rate
People not stated here are at open market or competitively tendered rates		

The offered total of the Prices is .£8,076.68

The *Client's* Acceptance

The Client accepts the Contractor's Offer to Provide the Services.

Execution of this Contract is carried out in accordance with the 1999 EU Directive 99/93 (Communication Framework for Electronic Signatures) and the UK Electronic Communications Act 2000. This Contract is formed on the date on which both the Authority and the Contractor have communicated acceptance of its terms on the Authority's e-tendering system ('Bravo').

Price List

Entries in the first four columns are made either by the *Client* or the tenderer.

For each row:

- If the *Consultant* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only.
- If the *Consultant* is to be paid an amount for the item of work and which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the Expected quantity to produce the Price, which is also entered.
- If the work is to be paid on a time charge basis, only expenses should be included.

Costs incurred by the *Consultant* other than the listed expenses are included in the Rates and Prices and the *staff rates*. If expenses are paid at cost, then 'at cost' should be entered into the Rate column.

Delete or strike through unused rows.

Description	Lump sum prices for activities £
BCP Attached - B1048774 - Frostenden Barn - BS Maintenance Project	
Cost	
Margin @ 9.53%	
Professional Fees @ 1.70%	
Total	£8,076.68

Scope

The Scope should be a complete and precise statement of the *Client's* requirements. If it is incomplete or imprecise, there is a risk that the *Consultant* will interpret it differently from the *Client's* intention. Information provided by the *Consultant* should be listed in the Scope only if the *Client* is satisfied that it is required, is part of a complete statement of the *Client's* requirements and is consistent with other parts of the Scope.

1 Purpose of the services

Provide a brief summary of why the *services* are being commissioned and what they will be used for.

The works are to provide project management, design and conduct a procurement for the Frostenden Barn Works. Works improvements to the main storage barn, the office and workshop, the outside area and provision the of Internet connectivity.

2 Description of the services

Give a complete and precise description of what the *Consultant* is required to do.

If items of work have to be provided by a stated date, include a table describing the work and stating the date when it is to be provided.

The duties shall include:

- Attendance at Design Team Meetings (Fortnightly)
- Design Support and Design Revisions prior and following contract award.
- Responding to design queries (turnaround from receipt of queries 3 working days).
- Amending designs through construction period as the site conditions dictate.
- Support of the works as per tender specification.
- Review and sign-off of works.

3 Existing information

List existing information which is relevant to the *services*. This can include documents which the *Consultant* is to further develop.

4 Specifications and standards

List the specifications can be found in the appendices below:

- Appendix 1 - Proposed capital works improvements at Frostenden Barn
- Appendix 2 - Frostenden Building
- Appendix 3 - Frostenden Office
- Appendix 4 - Frostenden Storage
- Appendix 6 - Mitie Suffolk Fee schedule

5 Constraints on how the *Consultant* is to Provide the Services

State any constraints on sequence and timing of work and on method and conduct of work including the requirements for any work by the *Client*.

Contractor is permitted to sub-contract the works, provided the sub-contractor works off a back-to-back contract with this one, and whose appointment has been approved by the Employer.

Contractor must ensure that all design and deliverables comply with all relevant standards and guidance (such as ISO or BS standards for design, construction and commissioning)

While on the Site, the Contractor complies with any Health and Safety measures implemented by the Employer in respect of Contractor's Personnel and other persons working on the Site. This includes health screening and all relevant SOPs.

While on site, the Contractor will promptly notify the Employer of any Health and Safety hazards which may arise in connection with the performance of the Contract.....

. Any sub-contractors (if appointed) will need to comply with the Employer’s access requirements in order to be allowed on site to work. Mitie (the Contractor) will be responsible for ensuring the compliance of the subcontractor with the Employer’s access regulations.

6 Requirements for the programme

State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.

Contractor shall be required to submit a weekly progress report. The Contractor shall be required to attend a progress meeting with the Employer, at least fortnightly, and discuss progress against the Programme and any issues and risks that may prevent completion.

7. Information and other things provided by the *Client*

Describe what information and other things the *Client* is to provide and by when. Information is that which is not currently available but will become available during the contract. Other things could include access to a person, place (such as office space or a site) or the *Client's* information technology systems.

Item	Date by which it will be provided
Free access to Site Working Areas in Frostenden Barn.	1 st July 2022