

Template for Redaction Statement

Contract Title: **General Enhancements**

Supplier: **MORGAN SINDALL CONSTRUCTION & INFRASTRUCTURE LTD**

Contract Start Date: **19 February 2024**

Contract End Date: **22 November 2024**

Contract Value: **£1,642,758.86**

This contract was awarded under the Terms and Conditions of SCAPE Construction Framework Delivery Agreement Option A (NEC 4 ECC Option A) Rev 7 28/07/2022, and utilised the copyrighted SCAPE and NEC Forms of Contract.

Additional Z Clauses added to the contract were as follows:

1 General

REDACTED

11.2(34) Insert new definition

“Information” means information of any nature, and includes (but is not limited to) information in the form of data, databases, software (excluding third party software), designs, models, interventions, drawings, details, plans, reports, records, calculations, schedules, specifications, bills of quantities, levels and setting out details and other documents (whether or not in electronic format).

11.2(35) Insert new definition

“Change of Control” means where that person who controls the Contractor ceases to do so or where another person(s) acquires control of the Contractor, where control means the power to ensure that the affairs of the Contractor are conducted in accordance with the wishes of that person by virtue of the holding of shares, or the possession of voting powers in, or relation to, Contractor, or by virtue of any power or Client conferred by the constitutional corporate, or any other documents, regulating the Contractor.

11.2.(36) Insert new definition

“Documents” means all Information of any nature whatsoever provided by or used by or on behalf of the Contractor in the course of performing its obligations under this contract”.

11.2.(37) Insert new definition

“Foreground Information” means all Information in Documents which is generated in the performance of the services under this contract.

11.2.(38) Insert new definition

“Background Information” means all Information in Documents which is not Foreground Information.

11.2.(39) Insert new definition

“Transparency Information” shall mean the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Client to the Contractor under the Contract

11.2.(40) Insert new definition

“Client’s IT Systems” means the computer hardware and software and networks used by the Client in the course of its business.

11.2.(41) Insert new definition

“Employer” means Client.

11.2.(42) Insert new definition

“Prohibited Materials” means materials not in conformity with the law of the contract, European and/or British standards, codes of practice or which at the date of use are deleterious to the health and safety and/or to the durability of buildings and/or in the particular circumstances in which those materials are to be used.

11.2(43) Insert new definition

“Loss and loss and losses” means any liability including without limitation any damages, fine, loss, cost or expense of any kind whatsoever, including all costs of investigation and including legal costs and expenses on an indemnity basis.

11.2 (43) Emergency defect

An “Emergency Defect” is a defect which prevents or restricts DSTL in its daily operations or causes an immediate H&S risk to people, property, premises or the environment.

11.2 (44) Serious Defects

Serious Defects are any Defects which the Client reasonably considers to be serious defects or faults - within seven days of receiving the Client’s notification.

11.2 (45) Routine Defects

Routine Defects are all other Defects notified to the Contractor - within four weeks of receipt of the Client’s notification.

12 Interpretation and Law

12.2 Delete and replace with:

“This contract is governed by the law of the contact which includes but is not limited to laws related to environmental laws, information laws, fraud, Official Secrets and health and safety.”

20 Providing the Works

20.3 Insert a new clause

The Contractor advises the Project Manager on the practical implications of the design of the works and on subcontracting arrangements.

20.6 Insert New Clause

'In executing this contract, the Contractor accepts that all obligations and duties owed by it, acting as:

- the 'Contractor' in the provision of the Services under a preceding design Delivery Agreement; and/or*
- the 'Contractor' in the provision of the Works under a preceding enabling works Delivery Agreement,*

are deemed to be obligations and duties owed by the Contractor under this contract.

All and any of the Contractor's duties and obligations under such previous Delivery Agreements shall determine and cease to have any effect.

Any payments made by an 'Employer' under such previous Delivery Agreements shall be treated as payments on account, pursuant to this contract.'

21 The Contractor's Design

21.4 Insert a new clause

"The Contractor checks the Works Information provided by the Employer and satisfies itself that its own design meets the Employer's Works Information with no discrepancy within and or between the Works Information and its own design or Works Information. Where there is ambiguity, inconsistency or conflict between these documents the Employer's Works Information will prevail."

21.5 Insert a new clause

"The Contractor does not, unless specifically instructed to use a prohibited material or product and the Contractor has advised the Project Manager in writing that the material is prohibited under this clause, use in relation to the works and does not authorise or approve the specification or use by others of any products or materials not in conformity with relevant British or European Standards or Codes of Practice or which at the time of use are widely known to builders or designers of the relevant discipline within the United Kingdom to be deleterious to health and safety or to the durability of buildings and/or other structures and/or finishes and/or plant and machinery or any parts of them in the particular circumstances in which they are used."

21.6 Insert a new clause

"The Contractor provides continual supervision of the works and performs and provides everything necessary for the organisation and co-ordination of the works."

23 Design of Equipment

23. 1 Delete in the second bullet point "Contractor's design which the Project Manager has accepted" and replace with "requirements of this contract".

24 People

24.4 Insert a new clause

“The Client may refuse admission to their premises or require the removal of any person engaged in the performance of the services. The decision of the Employer on whether any person is to be refused admission or removed shall be final and conclusive and the Employer shall not be obliged to give reason for its decision. If the Client's decision is unlawful or manifestly unreasonable having regard to the competence, conduct and performance of the person concerned the Employer's actions shall be treated as a Compensation Event.”

25 Working with the Client and Others

25.4 Insert a new clause

“The Contractor shall carry out the services, to the extent reasonably practical considering their nature, so as to cause minimum disruption to the Client's activities on their premises and elsewhere. If the Contractor anticipates any such disruption, the Contractor will issue an early warning notice to enable the Client to plan in advance, if necessary, for such disruption.”

25.5 Insert a new clause

“The Contractor shall co-operate with the requirements of all Client boards of inquiry and shall use all reasonable endeavours to procure the attendance of such of its employees, agents or Sub Contractors who may be invited by the Client to attend as witnesses at boards of inquiry or similar proceedings. This obligation shall survive the expiry or early termination of the services. The Client shall reimburse the Contractor their reasonable external costs of such attendance.”

25.6 Insert a new clause:

“The Contractor acknowledges that it will not have exclusive rights to occupy any accommodation provided by the Client and that any such accommodation will only be used for the purpose of the services.”

25.7 Insert a new clause:

“All fossils, antiquities, and other objects having antiquarian, artistic, historic, archaeological or monetary value, which may be found on, or at the Client premises shall remain the property of the Client.”

25.8 Insert a new clause:

The Contractor warrants that he (or his Subcontractor) is an "authorised person" within the meaning of the Environmental Protection Act 1990 ("EPA 1990" or any later revision

of amendment thereto) and warrants that he has complied with Sections 33 and 34 of the EPA 1990.”

26 Subcontracting

26.3 Insert new bullet point;

- The period for payment of the amount due to the Subcontractor stated in the conditions is not greater than 19 days after the due date in this contract.

26.4 Insert a new clause:

The Contractor, in relation to any subletting of any portion of the works (or the design of them):

- *procures that the relevant sub-contract shall contain such obligations as necessary to ensure that it is in all respects compatible with the terms of this contract;*
- *warrants each sub-contractor’s compliance with this Agreement’s Modern Slavery Act requirements;*
- *warrants that all Subcontractors are fully aware of their obligations under the CDM Regulations and are fully competent and are adequately resourced to meet those obligations;*
- *procures that all relevant sub-contracts shall be executed and delivered as a deed; and*
- *provides to the Project Manager a certified copy of any sub-contract (save for particulars of the cost of such sub-contract works unless other provisions of this contract or the Framework Agreement oblige the Contractor to disclose them)’.*

The Contractor does not appoint a Subcontractor or supplier if there are compulsory grounds for excluding the Subcontractor or supplier under regulation 57 of the Public Contracts Regulations 2015.

27 Other Responsibilities

Insert a new Clause 27.5:

“The Contractor warrants to the Employer that it is competent to fulfil the roles of “Principal Contractor” and (where the Contractor has any design responsibility under this contract) “Designer” for the purposes of the Construction Design and management Regulations 2015 (the “CDM Regulations” and that he will allocate adequate resources for health and safety to enable him to perform his duties as “Principal Contractor” and (where the Contractor has any design responsibility under this Contract) “Designer””.

28 Assignment

Insert new clauses;

“28.2 Without limitation, the Contractor ensures at all times that there is no trespass by the Contractor (including, without limitation, the oversailing of tower crane jibs) on or over any adjoining or neighbouring property arising out of or in the course of or caused by the carrying out of the works and shall take all necessary safety and other measures to prevent damage or injury to any persons including, without limitation, the occupiers of adjoining or

neighbouring property and members of the public. If the carrying out of the works or of any obligation pursuant to clause 20.3 is likely to necessitate any interference (including, without limitation, the oversailing of tower crane jibs) with the rights of adjoining and neighbouring owners or occupiers, then the Contractor, liaising closely with the Employer and keeping the Employer fully informed, obtains the prior written agreement of such owners and/or occupiers and such agreement is subject to the approval of the Employer before execution and the Employer meets the costs charged by the neighbouring owner or occupier but not any costs incurred by the Contractor. The Contractor complies in every respect with any conditions contained in any such agreement”.

28.3 The Contractor is responsible for and will be liable for and holds harmless the Employer from and against any and all reasonable expenses properly incurred, liabilities, losses, claims and proceedings resulting from any failure or default by the Contractor in performing his obligations under clause 28.”

29 Disclosure

Delete and replace with:

29.1 The Parties do not disclose information obtained in connection with the works except with the written consent of the Client, the Contractor shall not disclose the services to any person other than a person employed by the Contractor or a Sub Contractor. Disclosure shall be confined to those members of staff whose access to the information is essential for performance of the services.

29.2 Subject to clause 29.5, 29.6 and 29.7, each Party:

- a) shall treat in confidence all Information it shall receive from the other;*
- b) shall not disclose any of that Information to any third party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except that the Contractor may disclose Information in confidence, without prior consent, to such persons as and to such extent as may be necessary for the performance of the services;*
- c) shall not use any of that information otherwise than for the purpose of performing the services; and*
- d) shall not copy any of that Information except to the extent necessary for the purpose of exercising its rights of use and disclosure under this agreement.*

29.3 The Contractor shall take all reasonable precautions necessary to ensure that all the Information disclosed to the Contractor by or on behalf of the Client under or in connection with this agreement:

- a) is disclosed to its employees and SubContractors only to the extent necessary for the performance of the services;*
- b) is treated in confidence by them and not disclosed except with prior written consent or used otherwise than for performing work or having work performed for the Client under this agreement or any subconsultancy agreement.*
- c) is returned to the Client by the Contractor on Completion of the whole of the Services*

29.4 The Contractor shall ensure that its employees, and its Subcontractors and their employees, are aware of its arrangements for discharging the obligations under clause 26.1,

26.2 and 26.3 before they receive Information and take such steps as may be reasonably practical to enforce such arrangements.

29.5 Clause 29.2 and 29.3 shall not apply to the Information to the extent that either Party:

- a) exercises rights of use or disclosure granted otherwise than in consequence of, or, this agreement;
- b) has the right to use or disclose the Information in accordance with other conditions of this agreement
- c) can show:
 - i) that the Information was or has become published or publicly available for use otherwise than in breach of any provision of this agreement or any other agreement between the Parties;
 - ii) that the Information was already known to it (without restrictions on disclosure or use) prior to it receiving it under or in connection with the services;
 - iii) that the Information was received without restriction on further disclosure from a third party who lawfully acquired it and who is itself under no obligation restricting its disclosure; or
 - iv) from its records that the same information was derived independently of that received under or in connection with the services; provided the relationship to any other Information is not revealed.

29.6 Neither Party shall be in breach of this Clause 26 where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the Party making the disclosure shall ensure that the recipient of the Information is made aware of and asked to respect its confidentiality. Such disclosures shall in no way diminish the obligations of the Parties under this Clause.

29.7 The Client shall not be in breach of this Clause 29 where it can show that any disclosure of Information is made solely and to the extent necessary to comply with the Freedom of Information Act 2000 ("the Act") or the Environmental Information Regulations 2004 ("the Regulations"). To the extent permitted by the time for compliance with the Act or the Regulations, the Client shall consult the Contractor where the Client is considering the disclosure of Information under the Act or the Regulations and, in any event, shall provide prior notification to the Contractor of any decision to disclose the Information. The Contractor acknowledges and accepts that its representations on disclosure during consultation may not be determinative and that the decision whether to disclose Information in order to comply with the Act or the Regulations is a matter in which the Client shall exercise its own discretion, subject always to the provisions of the Act or the Regulations. For the avoidance of doubt, nothing in this condition shall affect the Contractor's rights at law.

29.8 Nothing in this Clause shall affect the Parties' obligations of confidentiality where information is disclosed orally in confidence.

4 Testing and Defects

41.3 Insert at the end of the second sentence: `

'and if the Contractor fails so to notify, the Contractor repeats (at its own cost) the test or inspection and gives notification as required in this clause'.

41.4 In line 2 after “Defect” insert “as soon as reasonably practicable”.

Insert New Clauses;

41.7 If the Contractor has failed to carry out a test or inspection as required by the Works Information either before or after Completion, the Project Manager assesses the cost of having the test or inspection carried out by Others and the Contractor pays the amount assessed.

41.7.2 Where the works or a material part of them fails to pass the test or inspection so that such failure deprives the Employer materially of the benefit of them the Project Manager may reject the works or such part”.

Insert a new clause 43.3:

‘The Contractor:

- (1) makes good any Defects which the Project Manager reasonably considers need making good as a matter of urgency within 24 hours of receiving the Project Manager’s Instruction*

New definition inserted for Emergency – suggest the same for Serious and Routine

(‘Emergency Defects’); and

- (2) makes good any Defects which the Project Manager reasonably considers to be serious defects or faults within seven days of receiving the Project Manager’s instruction (‘Serious Defects’); and*

- (3) makes good all other Defects notified to the Contractor within four weeks of receipt of the Project Manager’s instructions (‘Routine Defects’).*

Where due to the non-availability of parts or materials or other circumstances beyond the Contractor’s control it is not possible to correct any Defect within the required timescale the Contractor makes an appropriate temporary repair and corrects the Defect as soon as possible thereafter and the Contractor keeps the Employer informed about the position from time to time.

44.3 Delete ‘Supervisor’ in line 1 and replace with ‘Project Manager’.

46.1 In line 2 after “period” delete the remainder of the clause and replace with:

“the Employer may employ other people to correct the Defect and all costs of that shall be determined by the Project Manager and may be deducted from any monies due to the Contractor or recovered from the Contractor as a debt”.

46.3 Insert a new clause: -

“Where the Project Manager has made an assessment pursuant to clauses 46.1 or 46.2 and the actual cost to the Employer of having the Defect corrected differs from that amount

assessed and paid, the Employer repays promptly to the Contractor any overpayment or the Contractor promptly pays to the Employer any underpayment."

5 Payment

Insert a new clause

50.7: "If the Contractor has not procured and submitted to the Project Manager for acceptance the collateral warranties by the date stated on the programme together with a certified copy of the underlying sub contract, one quarter 10% proposed of the Price for Work Done to Date is retained in assessments of the amount due to the Contractor for services or work of subcontractors from whom the Contractor is obliged to procure warranties and has not done so."

51.1 After the first sentence, insert:

"The certificate from the Project Manager specifies the amount (if any) of payment to be made or proposed to be made and the basis upon which that amount was calculated."

Insert a new Clause

51.6 "In addition to any other rights and remedies of the Client, whenever any sum of money is recoverable from or payable by the Contractor under this contract, that sum may be deducted from any sum then or afterwards due to the Contractor under this contract, provided that the Employer notifies the Contractor in writing not later than seven days before the final date for payment, specifying the amount(s) to be withheld and the corresponding grounds for withholding payment."

6 Compensation Events

60.1 (10) Insert at the end of this clause "or unless it was reasonable for the Project Manager to instruct the Contractor to search, having regard to previous instances of non-compliant work" in Providing the Works.

7 Title

75 Insert Additional Clause:

75.1 All Foreground Information and intellectual property rights therein shall vest in and be the property of the Client on their creation.

75.2 To the extent that any intellectual property rights in any of the Foreground Information does not automatically vest in the Client, the Contractor shall with full title guarantee, assign or procure the assignment to the Client of all intellectual property rights in such Foreground Information free from lien, charge or encumbrance.

75.3 The Client hereby grants to the Contractor for the contract period and free of charge a non-exclusive royalty free licence, together with a sub-licence to

SubContractors, to use such of the Foreground Information as the Contractor reasonably requires for the purposes of performing the services.

75.4 The Contractor hereby grants to the Client, subject to the rights of third parties, a perpetual, irrevocable and royalty free licence to use the Background Information and any intellectual property rights therein as required to use the Foreground Information and/or the Documents for any purpose.

75.5 The Contractor shall highlight to the Client any third party intellectual property rights which appear to be relevant to the Clients use of the Foreground Information and/or the Documents, and following consultation with the Client and insofar as reasonably practicable the Contractor shall secure a licence on behalf of the Client to use the third party intellectual property rights.

75.6 The Contractor shall, following consultation with the Client and insofar as reasonably practicable, secure a licence on behalf of the Client to use any third party software (except for commonly used and commercially available software) used by the Contractor and its SubContractors in performing the services,

75.7 All licences shall be purchased in consultation with the Client so that licence terms appropriate to the intended use of such intellectual property rights or software are obtained.

75.8 The Contractor shall indemnify the Client and keep the Client fully indemnified against all losses which the Client may sustain or incur that arise out of allegations that the Client has infringed the intellectual property rights of any third party in using the Documents in accordance with this Clause.

75.9 The Contractor shall mark any copyright works comprising Foreground Information with the legend © Crown Copyright (insert year of generation of the works)

8 Risks and insurance

Insert a new clause;

83.4 Professional Indemnity

'The following provisions shall apply unless the Contractor has no design responsibilities under this contract.

83.4.1 The Contractor shall maintain professional indemnity insurance covering (inter alia) its potential liability under this contract for the given insurance policy year in the event that it breaches this contract upon market norm terms and conditions prevailing for the time being in the insurance market, and with reputable insurers lawfully carrying on such insurance business in the United Kingdom, to an Amount as stated in the insurance table, relevant to the lot, in respect any one claim and in the aggregate, with automatic unlimited round the clock reinstatement cover of each and every claim or series of claims arising out of the same original cause or source (or equivalent), without limit to the number of claims, with lower annual and/or annual aggregate limits of cover in respect of pollution and contamination related claims and similar where such limited cover is the norm for a period beginning now and ending 12 years after the date of Completion or termination of the Contract if earlier, provided always that such insurance

is available at commercially affordable rates and on terms such that prudent building contractors who undertake design generally carry such insurance ('Reasonable Rates and Terms').

83.3.2 Any increased or additional premium required by insurers by reason of the Contractor's own claims record or other acts, omissions, matters or things particular to the Contractor shall be deemed to be within Reasonable Rates and Terms.

83.3.3 The Contractor shall immediately inform the Project Manager if such insurance ceases to be available upon Reasonable Rates and Terms in order that the Contractor and the Project Manager can discuss means of best protecting their respective positions in respect of this contract and the service in the absence of such insurance.

83.3.4 The Contractor shall co-operate fully with any measures reasonably required by the Project Manager including (without limitation) completing any proposals for insurance and associated documents, maintaining such insurance at rates above Reasonable Rates and Terms if the Project Manager undertakes in writing to reimburse the Contractor in respect of the net cost of such insurance to the Contractor above Reasonable Rates and Terms.

83.3.5 When reasonably requested to do so by the Project Manager the Contractor shall produce promptly for inspection and or provide a copy of satisfactory documentary evidence (and a copy of an insurance broker's letter or similar certificate shall be satisfactory) that the required professional indemnity insurance is being maintained.

83.3.6 The Contractor shall notify the Project Manager in writing from time to time of any change in its professional indemnity insurance arrangements which take it outside the requirements of this contract and within seven days of the Project Manager's request at any time the Contractor will produce for inspection documentary evidence as to compliance with this Clause.

83.3.7 If the Contractor fails to comply with its obligations under this Clause the Employer may take out insurance to cover some or all of the loss or damage which could result from a breach of the Contractor's obligations under this contract and may recover the costs and expenses of taking out such insurance from the Contractor as a debt.

85.1 Insert at the end of the clause:

"and may be recovered as a debt."

9 Termination

Insert the following section;

91.8 The Public Contracts Regulations 2015

91.8 (1) The Employer may terminate the Contractor's obligation to Provide the Works if any of the provisions of paragraph 73(1) of The Public Contracts Regulations 2015 apply. If the Employer terminates under the provisions of paragraph 73(1)(b) of the Public Contracts Regulations 2015 as a result of information not disclosed by the Contractor at the Contract

Date, the procedures and amounts due on termination are the same as if the Contractor has substantially failed to comply with his obligations (R11) If the Employer otherwise terminates under the provisions of 73(1) of the Public Contracts Regulations 2015, the procedures and amounts due on termination are the same as if the Parties had been released under the law from further performance of the whole of this contract. (R17)

92.1 After "works" in the first line insert: "himself or employ other people to do so".

Z: The additional conditions of contract are

Z1.1 The additional conditions of contract stated in the Contract Data are part of this contract.

Z1A The Contractor warrants that they have not done and will not do anything that would result in a breach of the Client's Security Procedures or the Official Secrets Act.

Z2 The Contractor warrants that it has not done and will not do any of the following (hereafter referred to as "Prohibited Acts"):

a) offered, given or agreed to give to any Crown servant any gift or consideration of any kind as an inducement or reward;

i) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or execution of this or any other contract with the Crown; or

ii) for showing or not showing favour or disfavour to any person in relation to this or any other contract with the Crown;

b) entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Client, and in respect of any breach of any of the above warranties and undertakings the Contractor acknowledges that the Client will be entitled to claim damages against the Contractor.

Z3 In performing the services the Contractor shall not use Prohibited Materials or produce designs that may use Prohibited Materials.

Z4 The Contractor shall inform the Client, as soon as practicable, in writing of any Change of Control.

Z5 Where any investigation is conducted or proceedings are brought which arise directly or indirectly out of any act or omission of the Contractor, its agents or SubContractors, or key people, and where there is a finding against the relevant party in such investigation or proceedings, the Contractor shall indemnify the Client and the Client with respect to all costs, charges and expenses (including legal and administrative expenses) arising out of or in connection with any such investigation or proceedings and such other financial redress to cover any payment the Client may have been ordered or required to pay to a third party.

Z6 The Contractor shall ensure at no extra cost to the Client that for the purposes of carrying out any audit, the Client's internal and nominated external auditors are given access to inspect and examine such documents as may reasonably be required which are owned,

held or otherwise within the control of the Contractor. The Contractor shall also promptly provide such oral and written explanations as it is considered necessary in order to assist the auditors referred to above to carry out their functions.

Z7 The Contractor shall for the purpose of carrying out any audit provide, at no additional cost to the Client, such facilities for representatives of the Client as the Client may reasonably require.

Z8 Fraud

At all stages of its involvement under and in connection with the services, the Contractor shall take all practicable steps to prevent fraud and/or the risk of fraud arising. If in the reasonable opinion of the Client the Contractor commits any fraud (as defined by the Law of the Contract) in relation to the services or any contract with the Client or any other public body then the Client may terminate the services for the Contractor's default by giving 10 Working Days' notice to the Contractor. The Contractor shall keep and maintain all relevant records, invoices, approvals, notes; minutes of meetings and all such other original documents as may be required to verify the services carried out by the Contractor and its SubContractors so that they may be provided upon request by the Client. The Contractor shall immediately report to the Client any circumstances giving rise to fraud within its own organisation, that of its SubContractors, the Client or otherwise in relation to the services and shall provide all such relevant information which may assist the Client in dealing with such report efficiently and effectively. The Client shall be entitled to set-off, deduct, abate or recover as a debt against the Contractor all losses howsoever arising in connection with or sustained as a consequence of fraud including all associated investigation costs.

Z9 Use of Information Technology (IT)

The Contractor and its SubContractors may use any of the Client's IT Systems including connections to the internet or intranet services, with express permission from the Client, and appropriate security clearance and only for the performance of the services. Use of a third party's computer equipment and software, including any connections to the internet or intranet services, on the Client's premises, is subject to the approval of the Client and said third party. The Contractor shall procure that its employees, and its SubContractors and their employees, comply with the Client's policies, procedures and instructions in respect of computer hardware and software, including any connections to the internet or intranet services. The Client may on reasonable notice from time to time make reasonable or necessary amendments to such policies, procedures and instructions. The Contractor shall take all reasonably practicable precautions to ensure that its employees, and its SubContractors and their employees, do not use computer hardware or software, including any connections to the internet or intranet services, unlawfully or for unlawful purposes. The Contractor shall not cause or allow any of its employees, or its SubContractors and their employees, to bring the reputation of the Client into disrepute by any action, activity or behaviour in connection with computer hardware or software. Failure by the Contractor to comply with this Clause shall constitute a material breach of this agreement which may lead to termination.

Z10 Transfer

Neither Party to this contract shall give, bargain, sell, assign, or otherwise dispose of this contract or any part thereof, or the benefit or advantage of this contract or any part thereof, without the previous consent in writing of the other Party.

Z11 Mitigation

Each of the Parties shall at all times take all reasonable steps to minimise and mitigate any loss which the relevant Party is entitled to recover from the other Party pursuant to this contract.

Z12 Contractors Personnel at Government Establishments

The Contractor shall comply with DEFCON 76 (edition as at date of contract award) which can be found at www.gov.uk

Z13 Cyber

The Contractor shall comply with DEFCON 658 (edition as at date of contract award) which can be found at www.gov.uk

Z14 Official Sensitive Security Requirements

The Contractor shall comply with DEFCON 660 (edition as at date of contract award) which can be found at www.gov.uk

Z15 VAT

The Employer confirms that for the purposes of section 55A VAT Act 1994 reverse charge for building and construction services it is an end user in respect of the services to be supplied by the Contractor pursuant to this Contract and accordingly the parties agree that the reverse charge for VAT will not apply to the services supplied under this Contract. The Employer will promptly inform the Contractor if the Employer no longer qualifies as an end user."

Z20 – Russian/Belarussian Suppliers

20.1 The Contractor shall, and shall procure that their Sub-contractors shall notify the Client in writing as soon as they become aware that:

- a. the Contract Deliverables and/or Services contain any Russian/Belarussian products and/or services; or*
- b. that the Contractor or any part of the Contractor's supply chain is linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian/Belarusian person or entity. Please note that this does not include companies:*
 - (1) registered in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement; and/or*
 - (2) which have significant business operations in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement.*

20.2 The Contractor shall, and shall procure that their Sub-contractors shall, include in such notification (or as soon as reasonably practicable following the notification) full details of the Russian products, services and/or entities and shall provide all reasonable assistance to the Client to understand the nature, scope and impact of any such products, services and/or entities on the provision of the Contract Deliverables and/or Services.

20.3 The Client shall consider the notification and information provided by the Contractor and advise the Contractor in writing of any concerns the Client may have and/or any action which the Client will require the Contractor to take. The Contractor shall be required to

submit a response to the concerns raised by the Client, including any plans to mitigate those concerns, within 14 business days of receipt of the Client's written concerns, for the Client's consideration.

20.4 The Contractor shall include provisions equivalent to those set out in this clause in all relevant Sub-contracts.