



Department for
Business & Trade

DATED 26th September 2023 _____

(1) SECRETARY OF STATE FOR THE DEPARTMENT FOR BUSINESS AND TRADE

AND

(2) TURNER & TOWNSEND PROJECT MANAGEMENT LIMITED

**CONTRACT FOR MANAGEMENT AND ADMINISTRATION, INCLUDING PROJECT MANAGEMENT,
SUPERVISOR AND COST CONSULTANCY SERVICES IN RELATION TO
THE UNITED KINGDOM PAVILION AT THE EXPO 2025, OSAKA, KANSAI, JAPAN**

NEC4 PROFESSIONAL SERVICES CONTRACT, OPTION A

FORM OF AGREEMENT

THIS AGREEMENT is made the 26th day of September 2023

BETWEEN

1. **SECRETARY OF STATE FOR THE DEPARTMENT FOR BUSINESS AND TRADE** of Old Admiralty Building, Admiralty Place, London, SW1A 2DY (**hereinafter called “The Client”**); **and**
2. **TURNER & TOWNSEND PROJECT MANAGEMENT LIMITED** a company incorporated in and in accordance with the laws of England and Wales having as its registered number 2165592 and its registered office at Low Hall, Calverley Lane, Horsforth, Leeds, LS18 4GH (**hereinafter called “The Consultant”**).

RECITALS

- A. The Client wishes to appoint the Consultant to provide the following services:
 - Provide Management and Administration services, including Project Management and Cost Control (PMCC) and Supervisor services to support the Client in managing the Design, Build, Maintenance & Decommissioning Contract (DBMD) as well as overseeing and delivering the successful management of the project, including managing the International Content Design Services (ICDS) Consultant's input into Pavilion design and the integration of their immersive content solution.
 - The Consultant takes full responsibility for delivering the successful delivery of the Design, Build, Maintain, Decommission (DBMD) contract that will deliver a self-build, temporary UK Pavilion (UKP) at World Expo 2025 Osaka (“Expo”).
 - The Consultant shall be responsible for ensuring the successful delivery of this project through a combination of managing, co-ordinating and liaising with the Client's partners and suppliers as well as the overall management of the project.
- B. The Client is willing to engage the Consultant to provide such services in accordance with the terms set out below.

NOW IT IS HEREBY AGREED as follows:

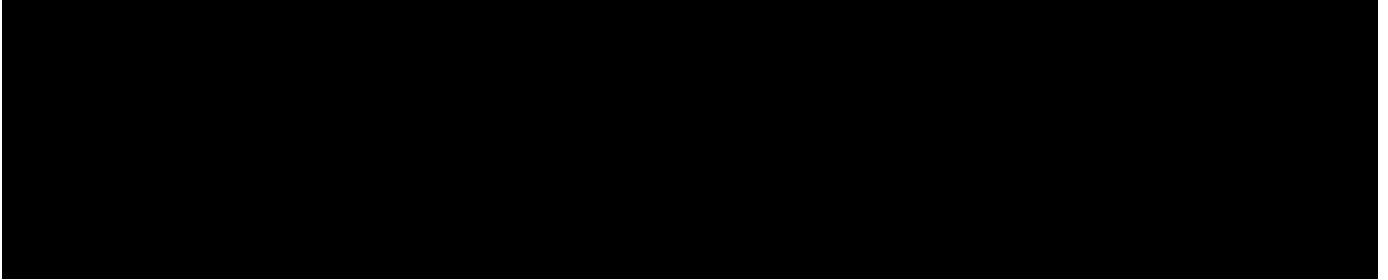
1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the *conditions of contract* hereinafter referred to.
2. The contract hereby made shall consist of the following documents:
 - 2.1 This Form of Agreement;
 - 2.2 The *conditions of contract*, being NEC4 Professional Services Contract, Main Option A, Dispute Resolution Option W1, Secondary Options X4, X5, X7, X10, X11, X18, X20 as amended by the additional Z clauses, which are all hereby incorporated into the contract, together with the completed Contract Data Parts One and Two thereto (“the Conditions”);
 - 2.3 The Scope; and,
 - 2.4 All appendices and annexes attached to the Conditions and/or Scope.

3. The several documents forming the contract are to be taken as mutually explanatory of one another.
4. In consideration of the Prices as the same may be adjusted pursuant to the Conditions the Consultant hereby covenants with the Client to provide the services set out in the Scope until the defects date in conformity in all respects with the provisions of the contract.
5. The Client hereby covenants to pay the Consultant in consideration of the obligations of the Consultant hereunder the Prices or such other sum as may become payable under the Conditions at the times and in the manner prescribed by the contract.

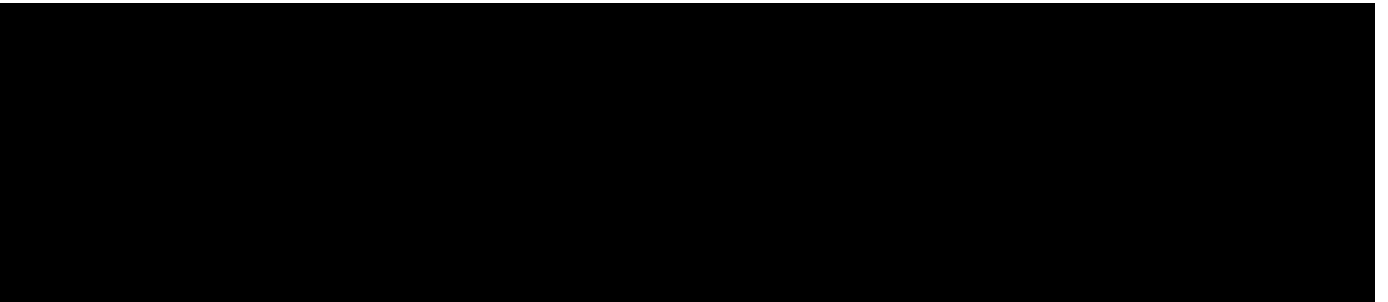
IN WITNESS whereof the parties hereto have caused this Agreement to be signed and delivered the day and year first before written.

IN WITNESS whereof this Agreement has been signed for and on behalf of the *Client* and the *Consultant* the day and year written above.

Signed by for and on behalf of Secretary of State for the Department for Business and Trade

A large black rectangular redaction box covering the signature area for the Secretary of State.

Signed by for and on behalf of Turner & Townsend Project Management Limited

A large black rectangular redaction box covering the signature area for Turner & Townsend Project Management Limited.

NEC4 Professional Services Contract Main Option A

**CONTRACT FOR MANAGEMENT
AND ADMINISTRATION,
INCLUDING PROJECT
MANAGEMENT, SUPERVISOR
AND COST CONSULTANCY
SERVICES IN RELATION TO THE
UNITED KINGDOM PAVILION
AT EXPO OSAKA, JAPAN 2025**

CONTRACT DATA PART 1

Contract Ref: CR_3099

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 and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Professional Service Contract June 2017 (with amendments January 2019)

Main Option	A	Option for resolving and avoiding disputes	W1
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Secondary Options	X4, X5, X7, X10, X11, X18, X20 and Z
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The <i>service</i> is	Overall delivery and management of the <i>Client's</i> interest in relation to the UK Pavilion at Expo Osaka 2025, including Project Management, Supervisor and Cost Consultancy services in relation to the <i>works</i> (DBMD) <i>Contractor</i> .
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The <i>Client</i> is	
Name	Secretary of State acting through the Department for Business and Trade
Address for communications	Old Admiralty Building London SW1A 2DY
Address for electronic communications	Majorworldevents@businessandtrade.gov.uk

The <i>Service Manager</i> is	
Name	
Address for communications	Old Admiralty Building London SW1A 2DY
Address for electronic communications	

The Scope is in	Contained within the document referred to as Scope, including all annexes.
The <i>language of the contract</i> is	English
The <i>law of the contract</i> is the law of	The law of England and Wales, subject to the exclusive jurisdiction of the Courts of England and Wales
The <i>period for reply</i> is	2 weeks
The <i>period for retention</i> is	6 year(s) following <i>Completion</i> or earlier termination

The following matters will be included in the Early Warning Register

- *Material Availability – Critical materials cannot be procured within the appropriate timescales due to market pressures (demand and supply).*
- *Supply Chain Security - Delayed appointments limiting available supply chain to contract with.*
- *Site Logistics (Access and Usage) - Logistics strategy is not suitable for the transportation of materials and goods.*
- *Expo Approval and Permits - Approval process timeframes are undefined, possibly lengthy and will become congested as pavilions submit at similar times.*
- *Buildability of Creative Concept - Contractor deviates from creative vision due to design buildability issues.*

Early warning meetings are to be held at intervals no longer than	2 weeks
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2 The Consultant’s main responsibilities

If the <i>Client</i> has identified work which is set to meet a stated <i>condition</i> by a <i>key date</i>	The <i>key dates and conditions</i> to be met are	
	<i>condition to be met</i>	<i>key date</i>
(1)	General Design Submission to Expo for approval	16 October 2023

(2)	Building Permit approval and Construction commencement	12 February 2024
(3)	Client's early possession to pavilion for operations training & test events	14 February 2025

If Option A is used	The <i>Consultant</i> prepares forecasts of the total expenses at intervals no longer than	28 days
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3 Time

The <i>starting date</i> is	4 September 2023
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The <i>Consultant</i> submits revised programmes at intervals no longer than	4 weeks
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If the <i>Client</i> has decided the <i>completion date</i> for the whole of the <i>service</i>	The <i>completion date</i> for the whole of the <i>service</i> is	4 August 2027
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If no programme is identified in part two of the Contract Data	The period after the Contract Date within which the <i>Consultant</i> is to submit a first programme for acceptance is	1 week
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4 Quality Management

The period after the Contract Date within which the <i>Consultant</i> is to submit a quality policy statement and quality plan is	2 weeks
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The period between the Completion of the whole of the service and the <i>defects date</i> is	12 months
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5 Payment

The <i>currency of the contract</i> is the	Pounds Sterling (£)
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The <i>assessment interval</i> is	4 weeks
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The <i>interest rate</i> is	2% % per annum above the
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base rate in force at the time of the Bank of England

The period within which payments are made is

30 days upon receipt of valid invoice

6 Compensation events

If there are additional compensation events

These additional compensation events

N/A

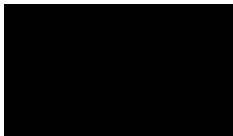
8 Liabilities and insurance

The minimum amount of cover and the periods for which the *Consultant* maintains insurance are

EVENT	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF SERVICE OR TERMINATION
The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	£10,000,000 in respect of each claim, and in the annual aggregate	6 years
Loss of or damage to property and liability for bodily injury to death of a person (not an employee of the <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the Service	£10,000,000 in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period but in the annual aggregate in respect of pollution liability (to the extent	N/A

	<div>insured by the policy).</div> <div>£10,000,000 in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period but in the annual aggregate in respect of pollution liability (to the extent insured by the policy).</div>	
Employer's Liability	£10,000,000 in respect of any one occurrence, the number of occurrences being unlimited during any annual period of insurance or such greater amount as is required by the applicable law for the duration of this contract or such greater period as is required by law.	The insurances will be maintained from the date of this contract throughout the period of this contract.

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



Resolving and avoiding disputes

The *tribunal* is

Arbitration

If the *tribunal* is arbitration

The *arbitration procedure* is

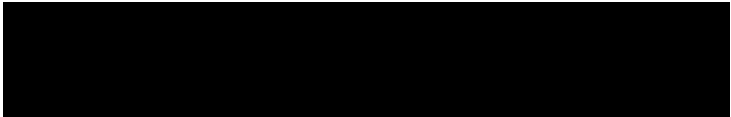
Institution of Civil Engineering Model Arbitration Rules

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

President of the Institution of Civil Engineers

The *Senior Representatives* of the *Client* are

Name (1)



Address for communications

Old Admiralty Building
London
SW1A 2DY

Address for electronic communications



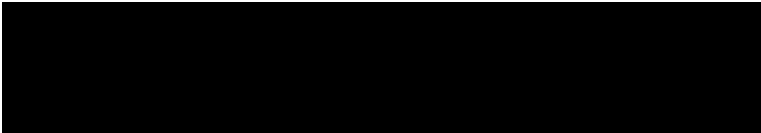
Name (2)



Address for communications

Old Admiralty Building
London
SW1A 2DY

Address for electronic communications



The *Adjudicator* is

Name

N/A

Address for communications

N/A

Address for electronic communications

N/A

The *Adjudicator nominating body* is

The Insitution of Civil Engineers

SECONDARY OPTION CLAUSES

X5: Sectional Completion

If Option X5 is used	The <i>completion date</i> for each section of the <i>service</i> is		
	<i>section</i>	<i>description</i>	<i>completion date</i>
	(1)	Final Design Submission to Expo for approval	3 January 2024
	(2)	Construction of the pavillion	4 April 2025
	(3)	Exhibit Fit-Out Completion	4 April 2025
	(4)	Maintenance	11 October 2025
	(5)	Decommissioning, dismantling and site hand back	4 February 2026

X7: Delay damages

If Option X7 is used with Option X5	Delay damages for each <i>section</i> of the <i>service</i> are		
	<i>section</i>	<i>description</i>	<i>amount per day</i>
	(1)		
	(2)		
	(3)	Exhibit Fit and Completion	N/A
	(4)	Maintenance	N/A
	(5)	Decommissioning, dismantling and site hand back	N/A

X10: Information modelling

If Option X10 is used		
If no information execution plan is identified in part two of the	The period after the Contract Date within which the <i>Consultant</i> is to submit a first Information Excution Plan for Acceptance	
	1 week	

Contract Data is

X18: Limitation of liability

If Option X18 is used

The *Consultant's* liability to the *Client* for Defects that are not found until after the *defects date* is limited to

The *end of liability date* is

6

 years after the Completion of the whole of the *service*

X20: Key Performance Indicators

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

Annex 22 of Scope

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

1

 months

Z: ADDITIONAL CONDITIONS OF CONTRACT

If Option Z is used

The *additional conditions of contract* stated in the Contract Data are part of the contract.

Z1: Amend the *conditions of contract* for Core Clauses, and add additional conditions as follows:

1. GENERAL**Identified and defined terms****Force Majeure Event**

11.2(24) Add as clause 11.2(24)):

Force Majeure means the occurrence of an unpredictable event or the discovery of a previously undiscoverable state of affairs (other than ground conditions or environmental conditions) which are not weather conditions and for which neither Party is responsible and which neither Party controls, attributable either to the forces of nature or to other circumstances not confined as to their causes or effects wholly or principally to the Parties, any Subcontractor or supplier (or sub-subcontractor or sub-supplier of any tier) of the *Consultant*, or to the *service*, which

- stops the *Consultant* completing the *service*; or
- stops the *Consultant* completing the *service* by the Completion Date.

Brexit

11.2(25) Add a New Clause 11.2(25):

Brexit is the action and any effects of the United Kingdom leaving the European Union

Epidemic

Clause 11.2(26) Add as New Clause 11.2(26):

Epidemic is the term given to any novel coronavirus (not including COVID-19), infectious disease, illness, infection or virus which causes the *services* to be delayed, suspended or has delivery of the *services* affected in any way, by virtue of any Epidemic Measures being undertaken.

Clause 11.2(26)(a) Add as New Clause 11.2(26)(a):

Epidemic Measures are national or governmental action or public health measures in connection with an Epidemic which directly affect the execution of the *services* in any of the following ways:

- (i) unavailability of sufficient goods and materials;
- (ii) unavailability of sufficient labour;
- (iii) restrictions on travel;

(iv) the closure or partial closure of the Site under the Main Works Contract;

(v) delays caused by additional health and safety procedures.

but only to the extent that any of the events in (i) to (v) above are:

not capable of mitigation or avoidance, either in whole or in part, by a reasonably competent consultant using best endeavours in respect of such mitigation or avoidance; and

not caused or significantly contributed to by the *Consultant* or the *Consultant's person's* or Subcontractor's negligence, default, breach of the contract, failure to follow official governmental guidance (whether mandatory or otherwise) or statutory requirements relating to the Epidemic.

Expo

11.2(27) Add as clause 11.2(27):

Expo is the International Registered Exhibition overseen and regulated by the intergovernmental organisation, Bureau International des Expositions, and hosted by Japan in 2025 at Osaka, Kansai.

Main Works Contract

11.2(28) Add as clause 11.2(28)

Main Works Contract is the contract for design, build and fit out, facilities management and demolition of the UK Pavilion at Expo, being an NEC4 Engineering and Construction Contract Main Option F as amended, entered into between the *Client* and the Contractor (as defined and identified in the Main Works Contract) for which the *Consultant* shall be responsible for managing

Pay Less Notice

11.2(29) Add as New Clause 11.2(29):

A Pay Less Notice given by either Party shall specify the sum he considers to be due (even if the amount is zero) to the other Party at the date the notice is given and the basis on which that sum has been calculated.

A Pay Less Notice to be given by the *Client* may be given on their behalf by the *Service Manager* or by any other person who the *Client* notifies the *Consultant* as being authorised to do so.

References to legislation

12.5 Add as New Clause 12.5:

Any reference in the contract to any legislation means such legislation as amended, supplemented or re-enacted for the time being and from time to time.

Invalid or unenforceable provisions

12.6 Add as New Clause 12.6:

If any clause or part of the contract is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from the contract and will be ineffective without, as far as is possible, modifying any other clause or part of the contract and this will not affect any other provisions of the contract which will remain in full force and effect.

COVID-19

12.7 Add as New Clause 12.7:

For the avoidance of doubt, any impact of COVID-19 shall not be considered a Force Majeure event or a compensation event. The *Consultant* is not entitled to any change to the Prices, changing of a Key Date or the Completion Date on account of any impact caused by COVID-19. No action taken by the *Service Manager* (or *Client*) in relation to COVID-19, including, but not limited to, an instruction changing the Scope, shall constitute a compensation event, unless expressly stated in writing by the *Service Manager*.

Brexit

12.8 Add as New Clause 12.8:

For the avoidance of doubt, any impact of Brexit, including, but not limited to a shortage of labour, goods and/or materials, tariff increase, increase in wages or increase in labour, goods and/or materials shall not be considered a Force Majeure event or a compensation event. The *Consultant* is not entitled to any change to the Prices, changing of a Key Date or the Completion Date on account of any impact caused by Brexit. No action taken by the *Service Manager* (or *Client*) in relation to Brexit, including, but not limited to, an instruction changing the Scope, shall constitute a compensation event, unless expressly stated in writing by the *Service Manager*. The *Consultant* is deemed to have allowed for and included in its Price any change to legislation, governmental action or policy change that Brexit may cause.

13.9 Add as New Clause 13.9:

Any communication the *Consultant* receives from an Other, in any way related to the services must be immediately, or in any event, within 24 hours, be delivered to the *Service Manager*. If there is any action and / or activity to be undertaken as a result of such communication, the *Consultant* must deliver to the *Service Manager* within 48 hours days of receipt of the communication from an Other, a proposal as to what or how it will carry out any services.

Requirements for Instructions

16.3–16.5 Add as clauses 16.3–16.5:

16.3 In the case of any ambiguity or inconsistency between two or more documents forming this contract (including all contract documents), each prevails over or is subordinate to the other(s) in descending order as follows:

- the Z clauses;
- the *conditions of contract* other than the Z clauses;

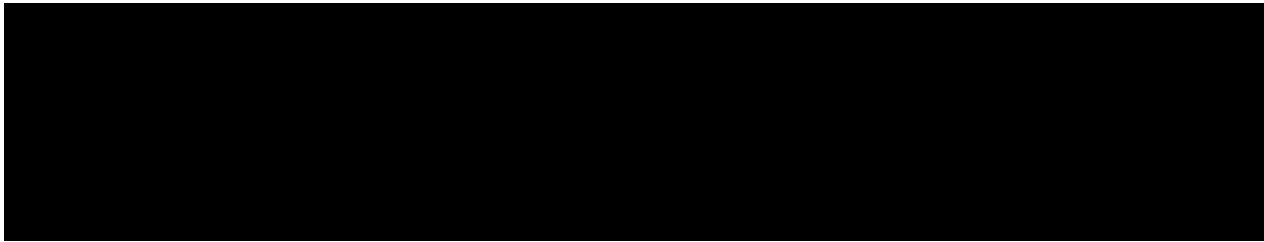
- the Contract Data Part 1;
- the Scope Information provided by the *Client*;
- the Contract Data Part 2;
- any Scope Information provided by the *Consultant*; and
- any other contract documents.

16.4 Notwithstanding any other provision of this Contract, the resolution of an ambiguity or inconsistency by virtue of the hierarchy in accordance with clause 16.3 is not a compensation event.

16.5 In so far as an inconsistency cannot be resolved as set out above, or if there exists any ambiguity in the Scope or other contract document, the interpretation that is most onerous to the *Consultant* shall apply. In the case of any inconsistency between the Conditions and any other term of this Contract (except these Z clauses) the Conditions shall prevail.

For the avoidance of doubt, the principles of contra proferentem does not apply to these z clauses, and the *Consultant* agrees that these z clauses are to be read as being drafted jointly between the Parties.

2. THE *CONSULTANT*'S MAIN RESPONSIBILITIES



De-scoping of *service*

20.1A Add as New Clause 20.1A

The *Client* retains the right that at any time it may omit any part of the *service* from the *Consultant*. This de-scoping of the *service* and the Scope shall not constitute a compensation event that shall entitle the *Consultant* to any costs whatsoever. For the avoidance of doubt the *Consultant* is not entitled to any profit or losses incurred as a result of such omission of any part of the *service* or Scope.

Consultant Collateral Warranties

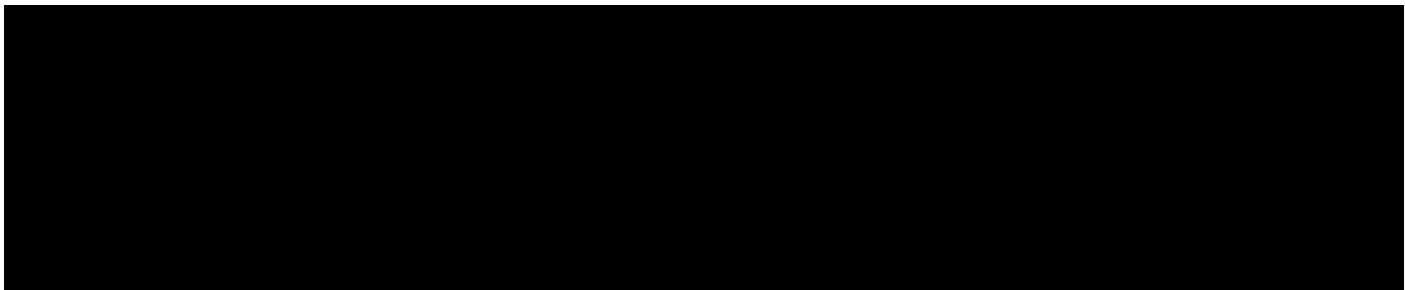
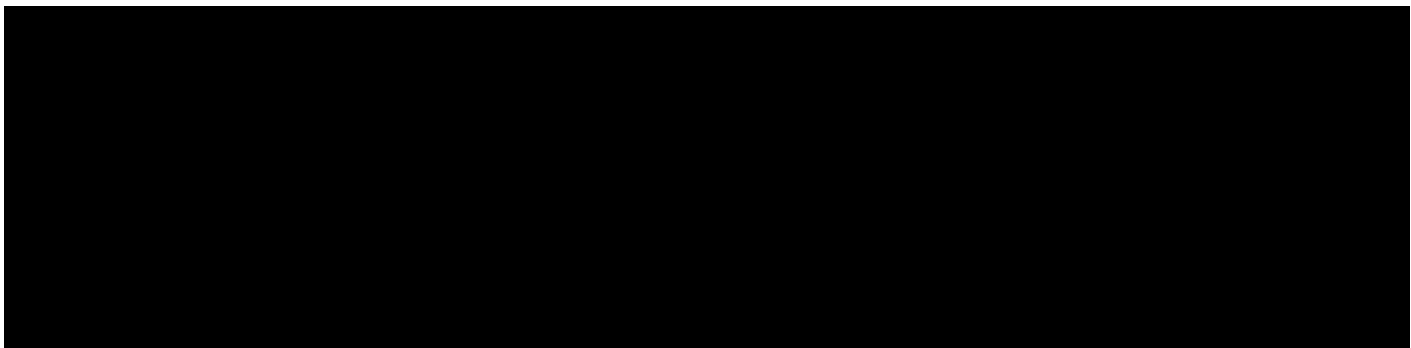
20.1B Add as New Clause 20.1B

The *Client* may by notice to the *Consultant*, require that within 10 days of receipt of that notice, the *Consultant* executes and delivers to the *Client* a collateral warranty in the form set out in **Appendix 1** in favour of any person specified by the *Client*, known as a beneficiary (a **Beneficiary**).

If the *Consultant* fails to provide the collateral warranties referred to in this clause or that are required by any members of the *Consultant's* team, the *Client* may withhold 15% of any amount due from any payment to the *Consultant* if (and for so long as) the *Consultant* fails to deliver such warranties duly executed.

If such sums are not withheld immediately by the *Client*, this shall in no way be taken or treated as a waiver of the right, and the *Client* shall withhold these amounts in later payments until such collateral warranties are duly executed and delivered to the *Client*.

The *Client* shall only be entitled to ask for a maximum of five (5) collateral warranties from the *Consultant*. This does not limit any assignments arising out of each of the warranties provided.



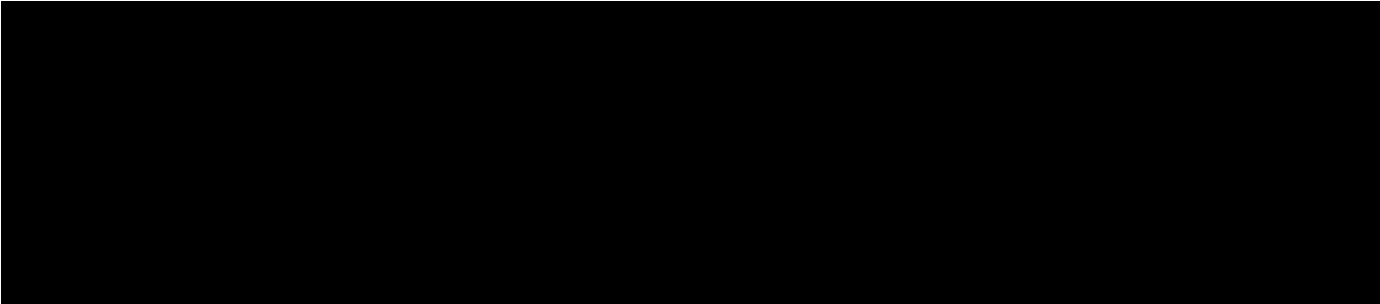


Working with the *Client* and others



22.3A Add as New Clause 22.3A:

The *Client* may also recover from the *Consultant* any other cost, loss and/or expense incurred or to be incurred by it as a result of any breach by the *Consultant* of an obligation to which clause 22 refers, and the *Service Manager* may assess these amounts and include such cost or loss in any assessment of the amount due in accordance with clause 51.6. These costs, losses and/or expenses are excluded from any calculation of loss associated with delay and do not form any part of any delay damages contained in X7 included under this Contract.



Subcontractor Collateral Warranties

23.4 Add as New Clause 23.4

The *Consultant* shall ensure that each Subcontractor that the *Service Manager* identifies throughout the course of the services, or that the *Client* has previously identified as a key sub-contractor due to design responsibility or risks associated with a sub-contractors part of the services (a **Key Sub-Contractor**), upon their appointment, executes and delivers a deed of warranty in favour of the *Client* in the form of the draft contained in **Appendix 2**, mutatis mutandis, with such modifications (if any) as the *Consultant* or sub-contractor shall propose and the *Client* shall approve.

23.5 Add as New Clause 23.5

If the *Consultant* breaches any provision or part of clause 23.4 the *Client* shall be entitled to give the *Consultant* written notice specifying the breach. If such breach is not rectified by the *Consultant* within 14 days after service of such notice then the *Client* shall deduct 10% of any amount due to the *Consultant* until such executed Sub-Contractor Collateral Warranties are provided.

Assignment

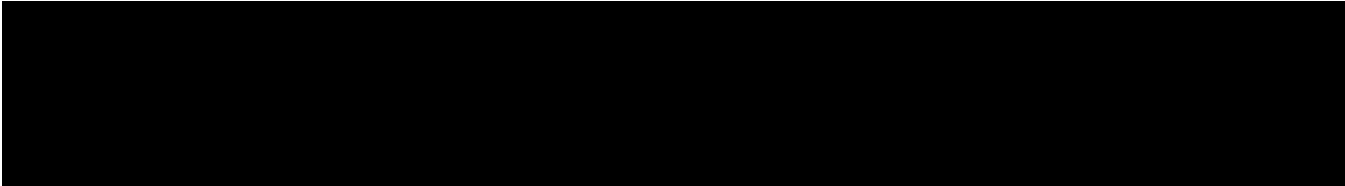


26.1A Add as clause 26.1A:

The *Client* may assign the benefit of this contract or any part, share or interest herein without the consent of the *Consultant*.

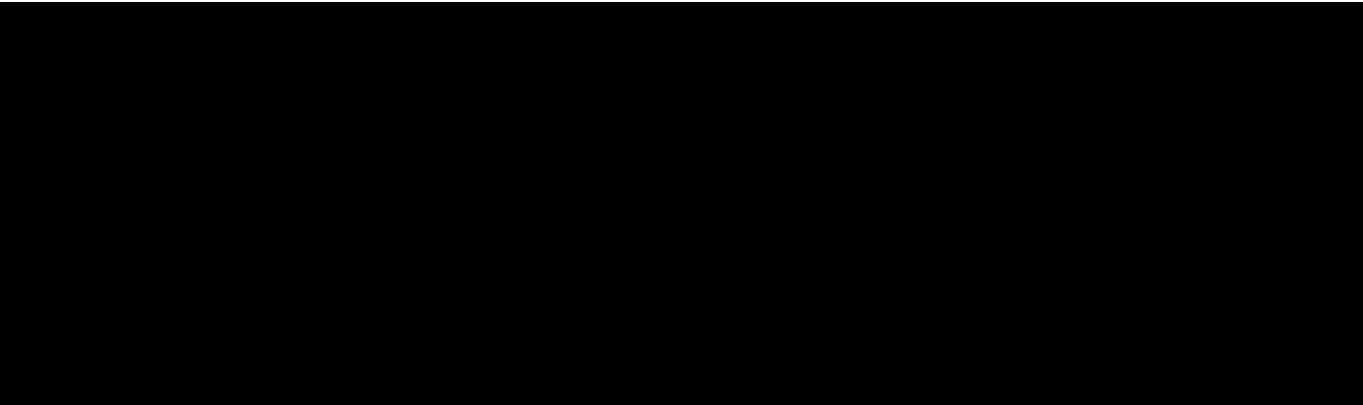
3. TIME

The Programme



31.4 Add as New Clause 31.4

Acceptance of the programme does not confirm acceptance of an amendment to a Key Date or Completion Date (for each section of the services if X5 is included) or waive the requirement for Delay Damages (if X7 is included). Alterations to a Key Date or Completion Date shall only be considered pursuant to clause 62.2.

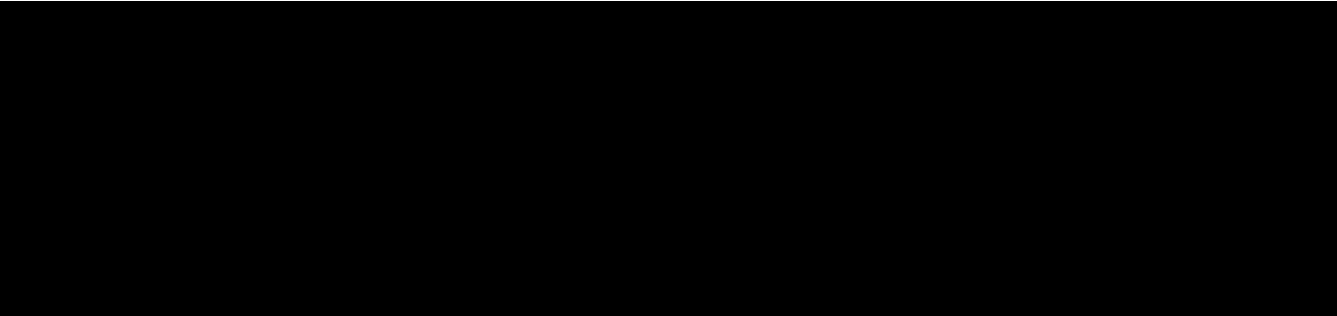


5. PAYMENT

Assessing the amount due

50.1A Add as New Clause 50.1A:

The due date for payment shall be 7 days from the assessment date.



50.7

Add as New Clause 50.7:

Where the *Client* intends to pay less than the sum stated as due from him in any certificate or payment notice; or the paying Party intends to pay less than the sum so stated as due in the final payment notice or, in default of such notice, less than the amount stated as due in the relevant statement, the Party by whom the payment is stated to be payable shall not later than 1 day before the final date for payment give the other Party a Pay Less Notice. Where a Pay Less Notice is given, the payment to be made on or before the final date of payment shall not be less than the amount stated in it as due.

Client Claims and Set Off

51.6

Add as clause 51.6:

Should there be any reason whatsoever under the contract due to a failure of the *Consultant* to comply with the express provisions set out, or in breach of any express or implied obligations, for which the *Client* suffers any losses, expenses and claims and / or is entitled to by virtue of the contract, the *Client* shall deduct such sums from the *Consultant*. Any sums to be deducted or abated from the *Consultant* shall be contained within any *Service Manager's* certificate for payment and / or in a separate claim or invoice, issued by the *Client* to the *Consultant*.

The *Consultant* must pay the *Client*, within 28 days of receipt of such separate claim or invoice. The *Consultant* must pay the *Client* in accordance with clause 51.1 and 51.2 should a *Service Manager's* certificate for payment contain amounts to be paid to the *Client* from the *Consultant*. The *Consultant* shall make any payments due to the *Client* without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

Nothing contained in the contract shall oust or limit any right of the *Client* under any statute or rule of law or of equity in the nature of set-off or abatement of the Prices.

The *Client* is entitled to set-off such amounts from the *Consultant* for any amount otherwise due under the contract, or to abate or reduce the amount otherwise due under the contract (including by way of including any such deduction in a *Service Manager's* certificate for payment) as a consequence of any failures, breaches, errors, omissions or the termination of the *Consultant* under any other contract formed between the Parties.

Audit**57.1 Add New Clause 57.1**

The *Consultant* shall keep and maintain until 6 years after Completion, and warrant that the Subcontractors shall keep and maintain until 6 years after Completion or as long a period as may be agreed between the Parties, full and accurate records of;

- all expenditure reimbursed by the *Client*; and
- all payments made by the *Consultant*.

This information and all other relevant information in the *Consultant's* and Subcontractor's possession must be maintained to allow the *Client* to:

- to verify the Costs (including the amounts paid to all Subcontractors and any third party suppliers);
- to verify the *Consultant* and each Subcontractor's compliance with the statutory obligations under the contract and applicable law;
- to identify or investigate actual or suspected fraud, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the *Client* shall have no obligation to inform the *Consultant* of the purpose or objective of its investigations;
- to identify or investigate any circumstances which may impact upon the financial stability of the *Consultant* and its ability to carry out the *services*; and
- to obtain such information as is necessary to fulfil the *Client's* obligations to supply information for parliamentary, ministerial, judicial or administrative purposes.

The Consultant shall on request afford the Client such access to those records at any time during the contract, until Completion and at no later than over 6 month interval periods, and up to 6 years after Completion. The Consultant shall fully comply with the requirements of any audit, and must furnish all information requested within a reasonable timeframe, ensuring that it does not fail to meet its requirement to furnish documents every 6 months, as well as allowing reasonable access to any site, system or personnel required to complete the audit. This clause in no affects or limits the provisions of Clause Z4.18, and any inconsistency between these terms shall be read in favour of the Client.

Prompt Payment**58.1 Add as New Clause 58.1**

The *Consultant* must pay each of its Subcontractors in a timely fashion and on terms no longer than 30 days from the date on which payment is due under the subcontract. The Consultant cannot allow or unduly cause any Subcontractor to suffer any loss and / or expense as a result of any late payment.

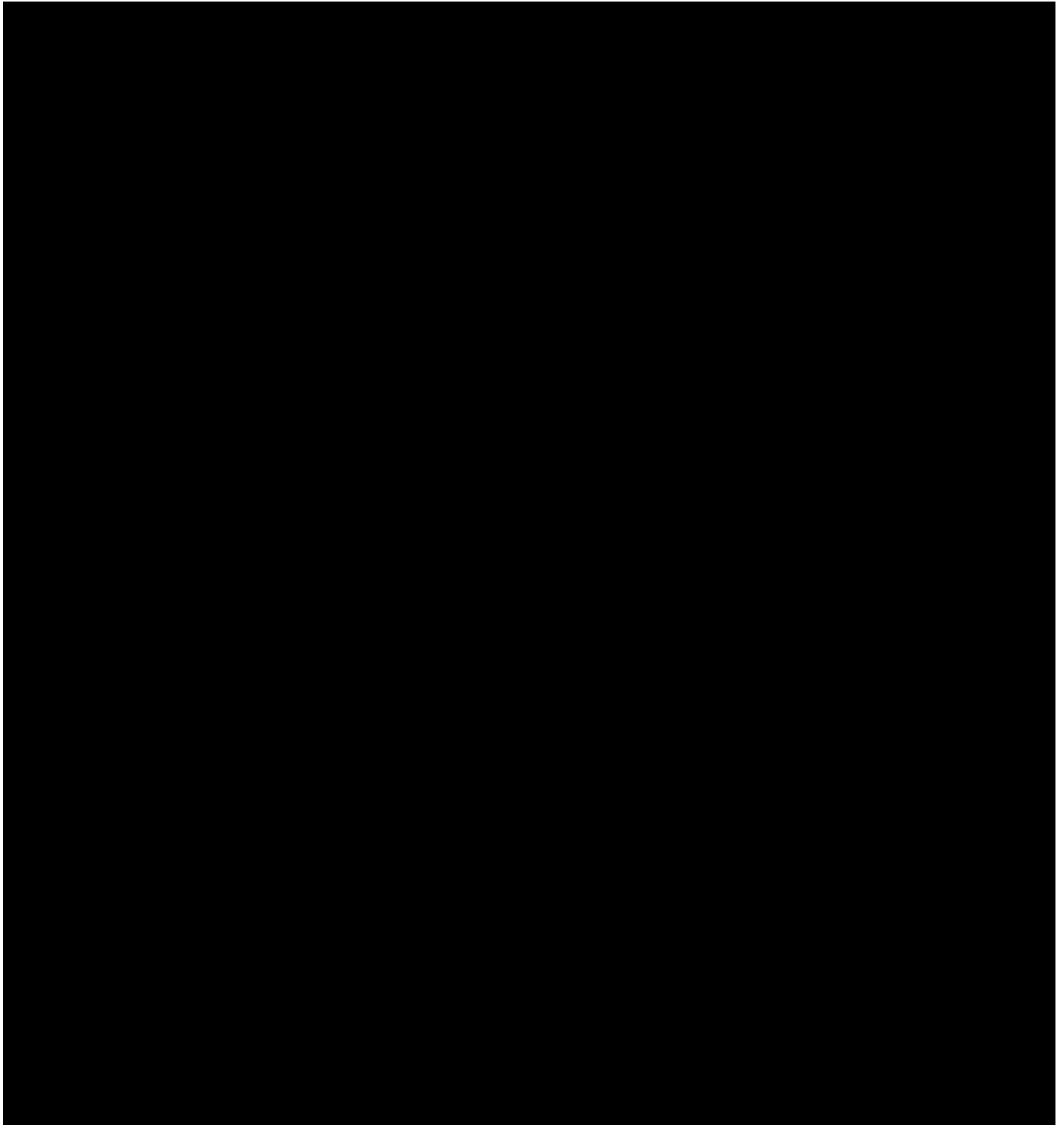
Financial Distress**59.1 Add as New Clause 59.1**

If the Consultant becomes aware of any change in the Consultant or any of its Subcontractor's financial situation which will or could adversely affect its ability to complete and fulfil all his obligations under the contract, it shall immediately give notify the Service Manager with detailed particulars.

Within 14 days of receiving such notice, the Service Manager shall advise the Consultant of what action the Client intends to take and/or what action the Client requires the Consultant to take.

This notification from the Client does not affect the Consultant's ongoing obligations under clause 57.1, nor the Client's rights under Z4.17.

6. COMPENSTION EVENTS





Assessing compensation events

63.1A Include New Clause 63.1A:

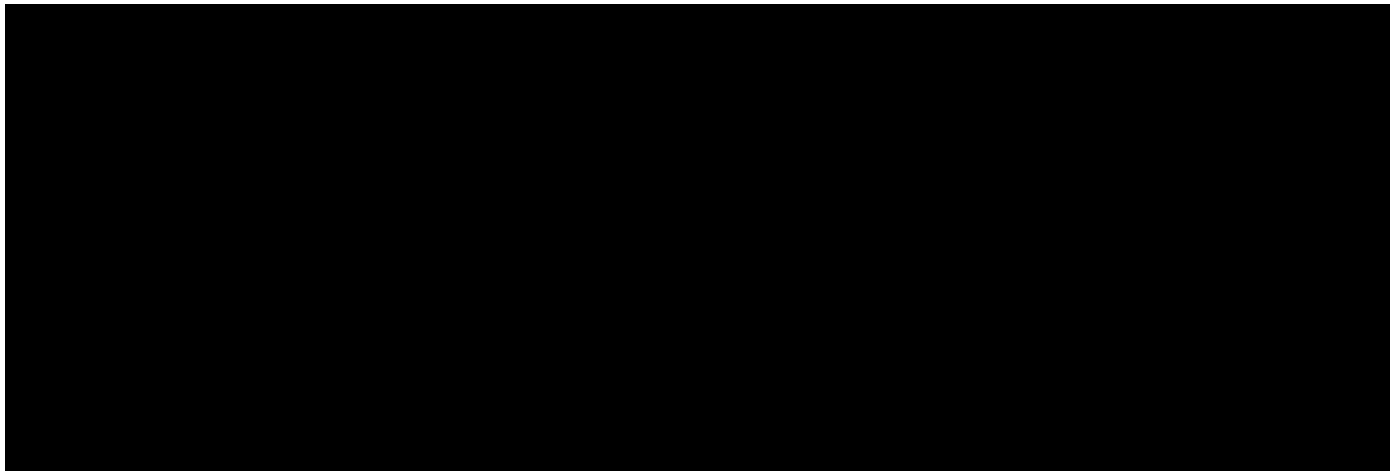
For the avoidance of doubt, the *Consultant* shall not be entitled to any increase to the Prices for a compensation event notified under clause 60.1(7) and a Force Majeure compensation event notified under clause 60.1(12). This clause does not affect the provision and effect of clause 63.3. The only entitlement to the Contractor shall be an extension of time, should a critical delay to the services be demonstrated.

63.1B Include New Clause 63.1B:

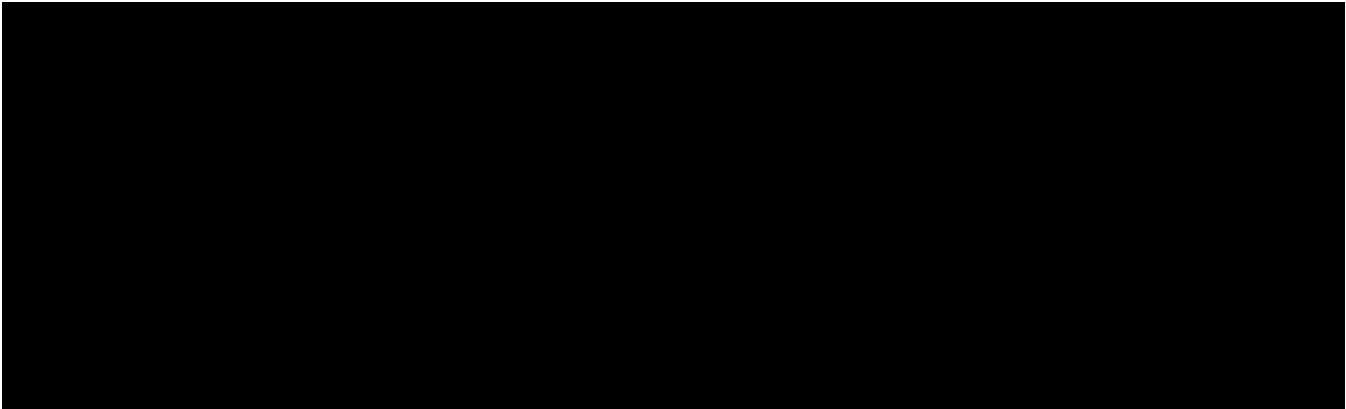
For the avoidance of doubt if an instruction is issued under the contract postponing work for reasons related to Epidemic Measures there shall be no adjustment to the Prices under the contract and / or no entitlement for the *Consultant* to seek general damages connected to the postponement whether under the contract or otherwise.

63.3 Delete existing clause 63.3 and replace with New Clause 63.3

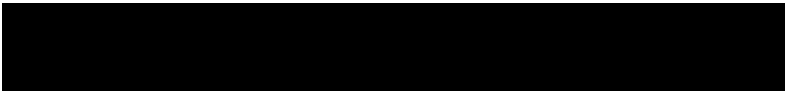
The Prices may be reduced by virtue of a compensation event, if that compensation event arises from an omission of the services. For the avoidance of doubt, the *Consultant* is not, nor shall be, entitled to any loss of profit for services that are omitted. The assessment of omitted services shall be in accordance with clause 63.1 or 63.2 if the Parties can agree a lump sum reduction in the Prices for omitted services.



8. LIABILITIES AND INSURANCE



Insurance cover



Insurance Cover	83	
Requirement to maintain	83.1	<p>Without prejudice to its obligation to indemnify or otherwise be liable to the <i>Client</i> under this contract, the <i>Consultant</i> will, from the date of this contract, take out and maintain or procure the taking out and maintenance in full force and effect insurances in accordance with the requirements specified in the Insurance Table (at clause 83.15) and any other insurances as may be required by law or relevant regulation (together the Required Insurances).</p> <p>The <i>Consultant</i> will ensure that the Required Insurances are effective in each case not later than the date on which the relevant risk commences.</p>
Quality of the insurances	83.2	<p>The Required Insurances referred to in clause 83.1 will be taken out and maintained with insurers who (in the reasonable opinion of the <i>Client</i>) are of good financial standing, appropriately regulated and of good repute in the United Kingdom insurance market.</p>
Non invalidation obligations	83.3	<p>The <i>Consultant</i> will not (and the <i>Consultant</i> will procure that none of its Subcontractor of any tier will not) take any action, or permit anything to occur in relation to it, which would entitle any insurer to refuse to pay any claim under any insurance policy in which that party is an insured, a co-insured or additional insured person.</p>
Insurance of the contract	83.4	<p>The Insurances referred to in clause 83.1 will:</p> <p>a) Where specified in the Insurance Table (at clause 83.15), include an undertaking from the relevant insurer to waive all rights of subrogation howsoever arising and/or claims against the <i>Client</i>, its employees, servants or agents which they may have or acquire, arising out of any occurrence in respect of which any claim is admitted and is insured under the Required Insurances. The provisions of this clause 83.4c) will not apply against any <i>Client</i> officer, director, employee, agent and assign who has caused or contributed</p>

		<p>to such an occurrence or claim by fraud, deliberate misrepresentation, deliberate nondisclosure or deliberate breach of policy condition,</p> <p>b) Where specified in the Insurance Table (at clause 83.15), contain an indemnity to principals clause under which the <i>Client</i> is indemnified in respect of claims made against the <i>Client</i> arising from death or bodily injury or third party property damage for which the <i>Consultant</i> is legally liable in respect of this contract.</p> <p>c) Be maintained from the date referred to in clause 83.1 above and until at least the expiry or termination of this contract and for such further period as may be specified in the Insurance Table (at clause 83.15) subject to the terms, cover features and extensions and principal exclusions as specified in the Insurance Table (at clause 83.15).</p> <p>d) d) Be maintained from time to time (as far as is reasonably practicable), on terms no less favourable than those generally available to a <i>Consultant</i> in respect of the risks insured in the United Kingdom insurance market from time to time.</p>
Requirements of the Consultant	83.5	The <i>Consultant</i> will without limiting any specific requirements in this contract, take or procure the taking of all reasonable risk management and risk control measures in relation to this contract as it would be reasonable to expect of a <i>Consultant</i> , acting in accordance with industry best practice, including but not limited to the investigation and reporting of its claims to insurers.
Evidence of the Required Insurances	83.6	<p>The <i>Consultant</i> will provide, on request, to the <i>Client</i>:</p> <p>a) Evidence of the Required Insurances, in a form satisfactory to the <i>Client</i>; and</p> <p>b) Evidence, in a form satisfactory to the <i>Client</i>, that the premiums payable under the Required Insurances have been paid and that the insurances are in full force and effect and meet the insurance requirements of the <i>Consultant</i> in respect thereof.</p> <p>c) c) Neither inspection, nor receipt of such evidence, will constitute acceptance by the <i>Client</i> of the terms thereof, nor be a waiver of the <i>Consultant's</i> liability under this contract.</p>
	83.7	Evidence, in a form satisfactory to the <i>Client</i> , of the insurances required by clause 83.1 (Requirement to Maintain) will be obtained as and when requested and certified copies will be forwarded to the <i>Client</i> as soon as possible but in any event no later than two (2) weeks following the <i>Client</i> request or the relevant insurance policy renewal date.
Cancellation	83.8	<p>a) Where the insurers purport to cancel, suspend or terminate the Required Insurances, the <i>Consultant</i> will procure that the insurers will, as soon as is reasonably practicable, notify the <i>Consultant</i> in writing in the event of any such proposed suspension, cancellation or termination.</p> <p>b) b) Where the <i>Consultant</i> receives notification from insurers pursuant to clause 83.8a), the <i>Consultant</i> will promptly notify the <i>Client</i> in writing of receipt of such proposed suspension, cancellation or termination</p>
Insurance	83.9	The <i>Consultant</i> will promptly notify to insurers any matter arising

2. loss or damage to property;

3. interference to property or any easement right of air, light, water or way or the enjoyment or use thereof by obstruction, trespass, nuisance, loss of amenities;

happening during the period of insurance (as specified in paragraph 1.6 below) and arising out of or in connection with this contract.

1.3 Limit of indemnity

Not less than 10 million pounds (£10 million pounds) in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period, but in the annual aggregate in respect of pollution liability (to the extent insured by the policy).

1.4 Maximum deductible threshold

Not to exceed £1,000 each and every claim.

1.5 Territorial limits

United Kingdom and elsewhere in the world in respect of non-manual visits.

1.6 Period of insurance

From the date of this contract until the completion of the service.

1.7 Cover features and extensions

1. Munitions of war
2. Cross liability clause
3. Contingent motor vehicle liability
4. Legal defence costs
5. Waiver of subrogation in accordance with clause 83.4(a)
6. Indemnity to principals clause in accordance with clause 83.4 (b).
7. Health & Safety at Work Act(s) clause
8. Data protection legislation clause
9. Defence appeal and prosecution costs relating to the Corporate Manslaughter and Corporate Homicide Act 2007

1.7 Principal exclusions

1. War and related perils.
2. Nuclear/radioactive risks.
3. Liability for death, illness, disease or bodily injury sustained by employees of the insured (as specified in paragraph 1.1 above) arising out of the course of their employment.
4. Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles.

5. Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the insured (as specified in paragraph 1.1 above).
6. Liability in respect of loss or damage to property in the care, custody and control of the insured (as specified in paragraph 1.1 above) but this exclusion is not to apply to all property belonging to the *Client* which is in the care, custody and control of the insured (as specified in paragraph 1.1 above).
7. Events more properly covered under a professional indemnity insurance policy (as specified in paragraph 2 below).
8. Liability arising from the ownership, possession or use of any aircraft or marine vessels.
2. Liability arising from pollution and contamination unless caused by a sudden, unintended unexpected and accidental occurrence.
3. Liability arising from toxic mould
4. Liability arising from asbestos
5. Cyber risks

13. Communicable disease

2. Professional Indemnity Insurance

2.1 Insured

Consultant

2.2 Interest

To indemnify the insured (as specified in paragraph 2.1 above) for all sums which the insured (as specified in paragraph 2.1 above) may become legally liable to pay (including claimant's costs and expenses) as a result of any claim or claims first made against the insured (as specified in paragraph 2.1 above) during the period of insurance (as specified in paragraph 2.6 below) by reason of any act, error and/or omission arising from or in connection with professional services, advice, design and specification in relation to this contract.

2.3 Limit of Indemnity

Not less than ten million pounds (£10,000,000) in respect of any one claim, and in the annual aggregate during the period of insurance (as specified in paragraph 2.6 below).

2.4 Maximum deductible threshold

Not to exceed £400,000 each and every claim.

2.5 Territorial limits

United Kingdom, The Republic of Japan and any other territory in which contract services are delivered. .

2.6 Period of insurance

From the date of this contract for the duration of this contract renewable on an annual basis unless agreed otherwise by the parties and a period of six (6) years following the expiry or termination of this contract whichever occurs earlier.

2.7 Cover features and extensions

1. Loss of documents and computer records extension.
2. Legal liability assumed under contract, duty of care agreements and collateral warranties.
3. Retroactive cover from the date of this contract or retroactive date no later than the date of this contract in respect of any policy provided on a claims made form of policy wording.

2.8 Principal exclusions

1. War and related perils.
2. Nuclear/radioactive risks.
3. Insolvency of the insured (as specified in paragraph 2.1 above).
4. Bodily injury, sickness, disease or death sustained by any employee of the insured (as specified in paragraph 2.1 above) in the course of their employment.

3 Policies to be taken out as required by law.

Parties to this contract are required to meet their statutory insurance obligations in full. Insurances required to comply with all statutory requirements including, but not limited to, United Kingdom Employers' Liability Insurance and Motor Third Party Liability Insurance.

The limit of indemnity for the United Kingdom Employers' Liability Insurance shall not be less than ten million pounds (£10,000,000) any one occurrence, the number of occurrences being unlimited during any annual period of insurance or such greater amount as is required by the applicable law for the duration of this contract or such greater period as is required by law.

The insurances will be maintained from the date of this contract throughout the period of this contract.

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OPTION X4: ULTIMATE HOLDING GUARANTEE

[REDACTED]



X4.3 Add additional clause:

The guarantee provided by the *Consultant* shall be that at **Appendix 3** of this Contract.

OPTION X7: DELAY DAMAGES

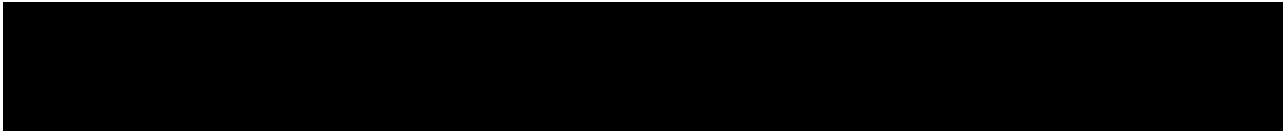
X7.3 Add new clause:

Notwithstanding anything else in the contract to the contrary, the Consultant's total cumulative liability for delay damages under X7 shall be limited in the aggregate to 5% of the total fee payable by the Client to the Consultant under this Agreement.

X7.4 Add new clause

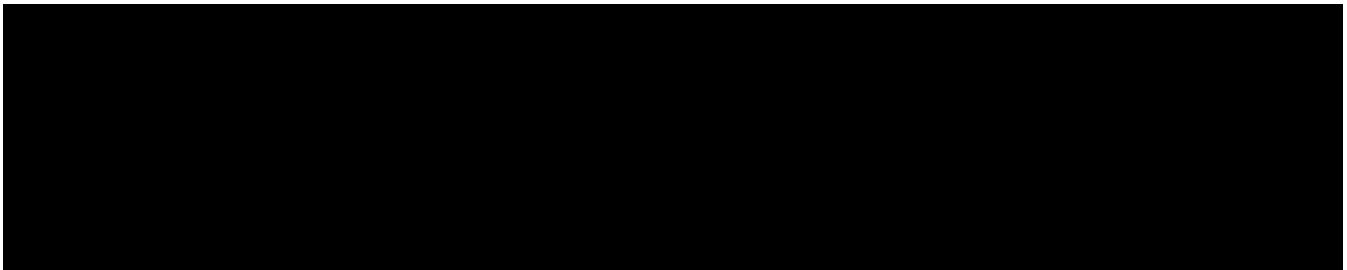
For the avoidance of doubt the Consultant shall only be liable to pay delay damages where the delay is due to the Consultant's own negligence. In no event shall the Consultant be held liable for payment of delay damages for a delay that is caused by others.

OPTION X11: TERMINATION BY THE *CLIENT*



X11.3 Add as New Clause X11.3:

Notwithstanding anything to the contrary contained in the contract, if the Client exercises their right under clause X11, the *Consultant* shall not be entitled to any indirect or consequential losses, loss of profit, loss of opportunity, loss of earnings, and no other compensation.



Z4: Include Crown Commercial Services Standard 'Boilerplate' amendments

Option Z4.1 - Identified and defined terms

Insert new clause 11.3 additional defined terms.

11.3 (1) Auditor is:

- the *Client's* internal and external auditors;
- the *Client's* statutory or regulatory auditors;
- the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;
- HM Treasury or the Cabinet Office;
- any party formally appointed by the *Client* to carry out audit or similar review functions; and
- successors or assigns of any of the above;

11.3 (2) Change of Control is a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;

11.3 (3) 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 (4) 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 *Consultant* by or on behalf of the *Client*,
- which the *Consultant* 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 Consultant.

11 (5) Client's Premises are premises owned, occupied or leased by the Client and the site of any works to which the *service* relates.

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

11.3 (7) Confidential Information is the Client's Confidential Information and/or the Consultant's Confidential Information.

11.3 (8) 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 (9) Consultant's Confidential Information is any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and consultants of the *Consultant*, 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 (10) Crown Body is any department, office or agency of the Crown.

11.3 (11) DASVOIT is the Disclosure of Tax Avoidance Schemes: VAT and other indirect taxes contained in the Finance (No.2) Act 2017.

11.3 (12) Data Controller has the meaning given to it in the Data Protection Legislation.

11.3 (13) Data Protection Legislation is (i) the GDPR, (ii) the Data Protection Act 2018 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, which, pending a decision from the competent authorities of the EU on the adequacy of the UK data protection regime will include the requirements set out or referenced in Part Three, Title VII, Article 71(1) of the Withdrawal Agreement signed by the UK and the EU in December 2019;

11.3 (14) 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 (15) 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 (16) 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 (17) General Anti-Abuse Rule is

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

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

11.3 (19) 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 (20) 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 *Consultant* is bound to comply under the *law of the contract*.

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

- where any tax return of the *Consultant* 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 *Consultant* 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 *Consultant* was involved in, and which was, or should have been, notified to a Relevant Tax Authority under DAVOIT, DOTAS or VADR or any equivalent or similar regime and

where any tax return of the *Consultant* 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 (22) Personal Data has the meaning given to it in the Data Protection Legislation.

11.3 (23) 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 (24) 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 (25) 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 (26) Relevant Tax Authority is HM Revenue & Customs, or, if applicable, a tax authority in the jurisdiction in which the *Consultant* is established.

11.3 (27) Security Policy means the *Client's* security policy attached as Appendix 1 to Contract Schedule J (Security Provisions) as may be updated from time to time.

11.3 (28) VADR is the VAT disclosure regime under Schedule 11A of the Value Added Tax Act 1994 (VATA 1994) (as amended by Schedule 1 of the Finance (No. 2) Act 2005).

Option Z4.2 - Admittance to Client's Premises

Insert new clause 18A:

18A.1 The *Consultant* submits to the *Service Manager* details of people who are to be employed by it and its Subcontractors in Providing the Service. The details include a list of names and addresses, the

capabilities in which they are employed, and other information required by the *Service Manager*.

18A.2 The *Service Manager* may instruct the *Consultant* to take measures to prevent unauthorised persons being admitted to the Client's Premises.

18A.3 Employees of the *Consultant* 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 Client's Premises identified in the Scope.

18A.4 The *Consultant* submits to the *Service Manager* for acceptance a list of the names of the people for whom passes are required. On acceptance, the *Service Manager* issues the passes to the *Consultant*. Each pass is returned to the *Service Manager* when the person no longer requires access to that part of the Client's Premises or after the *Service Manager* has given notice that the person is not to be admitted to the Client's Premises.

18A.5 The *Consultant* does not take photographs of the Client's Premises or of work carried out in connection with the *service* unless it has obtained the acceptance of the *Service Manager*.

18A.6 The *Consultant* takes the measures needed to prevent its and its Subcontractors' people taking, publishing or otherwise circulating such photographs.

Option Z4.3 - Prevention of fraud and bribery

Insert new clauses:

17.4.1 The *Consultant* 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.

17.4.2 During the carrying out of the *service* the *Consultant* 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, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

17.4.3 In Providing the Service the *Consultant*

- 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 *Consultant's* people or any person acting on the *Consultant's* behalf from committing a Prohibited Act.

17.4.4 The *Consultant* immediately notifies the *Client* in writing if it becomes aware of any breach of clause

17.4.1, 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.

17.4.5 If the *Consultant* makes a notification to the *Client* pursuant to clause 17.4.4, the *Consultant* 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.

17.4.6 If the *Consultant* breaches Clause 17.4.3, the *Client* may by notice require the *Consultant* to remove from carrying out the *service* any person whose acts or omissions have caused the *Consultant's* breach.

Option Z4.4 - Equality and diversity

Insert new clauses:

27.1 The *Consultant* performs its obligations under this contract in accordance with

- all applicable equality Law (whether in relation to race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise); and
- any other requirements and instructions which the *Client* reasonably imposes in connection with any equality obligations imposed on the *Client* at any time under applicable equality Law;

27.2 The *Consultant* takes all necessary steps, and informs the *Client* of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).

Option Z4.5 - Legislation and Official Secrets

Insert new clauses:

20.6 The *Consultant* complies with Law in the carrying out of the *service*.

20.7 The Official Secrets Acts 1911 to 1989, section 182 of the Finance Act 1989 and, where appropriate, the provisions of section 11 of the Atomic Energy Act 1946 apply to this contract.

20.8 The *Consultant* notifies its employees and its Subcontractors of their duties under these Acts.

Option Z4.6 – Conflicts of interest

Insert new clauses:

28.1. The *Consultant* takes appropriate steps to ensure that neither the *Consultant* nor any of its personnel are placed in a position where (in the reasonable opinion of the *Client*) there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the *Consultant* or its personnel and the duties owed to the *Client* under this contract.

28.2. The *Consultant* promptly notifies and provides full particulars to the *Client* if such conflict referred to in clause 28.1 arises or may reasonably be foreseen as arising.

28.3. The *Client* may terminate the *Consultant's* obligation to Provide the Service immediately under reason R11 and/or to take such other steps the *Client* deems necessary where, in the reasonable opinion of the *Client*, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the *Consultant* and the duties owed to the *Client* under this contract.

Option Z4.7 – Publicity and Branding

Insert new clauses:

29.1 The *Consultant* does not

- make any press announcements or publicise this contract in any way
- use the *Client's* name or brand in any promotion or marketing or announcement of the contract

without approval of the *Client*.

29.2. The *Client* is entitled to publicise the contract in accordance with any legal obligation upon the *Client*, including any examination of the contract by the National Audit Office pursuant to the National Audit Act 1983 or otherwise.

Option Z4.8 - Freedom of information

Insert new clauses:

26.2 The *Consultant* acknowledges that unless the *Service Manager* has notified the *Consultant* 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 *Consultant* cooperates with and assists the *Client* so as to enable the *Client* to comply with its information disclosure obligations.

26.3 The *Consultant*

- transfers to the *Service 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 *Service Manager* with a copy of all information in its possession, or power in the form that the *Service Manager* requires within five working days (or such other period as the *Service Manager* may specify) of the *Service Manager's* request,
- provides all necessary assistance as reasonably requested by the *Service 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.

26.4 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.

26.5 The *Consultant* does not respond directly to a Request for Information unless authorised to do so by the *Service Manager*.

26.6 The *Consultant* acknowledges that the *Client* may, acting in accordance with Cabinet Office Freedom of Information Code of Practice, be obliged to disclose information without consulting or obtaining consent from the *Consultant* or despite the *Consultant* having expressed negative views when consulted.

26.7 The *Consultant* ensures that all information is retained for disclosure throughout the *period for retention* and permits the *Service Manager* to inspect such records as and when reasonably requested from time to time.

Option Z4.9 - Confidentiality and Information Sharing

Insert a new clause

26.8 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.

26.9 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.

26.10 The *Consultant* may only disclose the Client Confidential Information to the people who are directly involved in Providing the Service 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 *Consultant* shall not, and shall procure that the *Consultant's* people do not, use any of the Client Confidential Information received otherwise than for the purposes of this contract.

26.11 The *Consultant* may only disclose the Client Confidential Information to *Consultant'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 *Consultant's* people causes or contributes (or could cause or contribute) to the *Consultant* breaching its obligations as to confidentiality under or in connection with this contract, the *Consultant* shall take such action as may be appropriate in the circumstances, including the use of disciplinary procedures in serious cases. To the fullest extent permitted by its own obligations of confidentiality to any *Consultant's* people, the *Consultant* 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 *Consultant* is taking appropriate steps to comply with this clause, including copies of any written communications to and/or from *Consultant's* people, and any minutes of meetings and any other records which provide an audit trail of any discussions or exchanges with *Consultant's* people in connection with obligations as to

confidentiality.

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

26.13 Nothing in this contract shall prevent the *Client* from disclosing the Consultant'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 Consultant's 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 Consultant's Confidential Information shall be on a confidential basis and subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the *Client* under this clause 26.13.

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

26.15 Nothing in this clause shall prevent either party from using any techniques, ideas or know-how gained during the 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.

26.16 The *Client* may disclose the Consultant's Confidential Information

- 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.

Option Z4.10 - Security Requirements

The *Consultant* complies with, and procures the compliance of the *Consultant's* people, with the Security Policy and the Security Management Plan produced by the *Consultant* and the *Consultant* shall ensure that the Security Management Plan fully complies with the Security Policy and Contract Schedule 1

Option Z4.11 - Tax Compliance

Insert new clauses:

26.17 The *Consultant* 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.

26.18 If, at any point prior to the *defects date*, an Occasion of Tax Non-Compliance occurs, the *Consultant* 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 *Consultant* 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.

Option Z4.12 - Fair payment

Insert a new clause:

56.1 The *Consultant* assesses the amount due to a Subcontractor without taking into account the amount certified by the *Service Manager*.

56.2 The *Consultant* 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 subsubcontract 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 *Consultant*.

Option Z4.14 - Small and Medium Sized Enterprises (SMEs)

Insert new clause:

23.4

The *Consultant* takes 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 *Consultant* reports 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 *Consultant* tenders its Subcontracts using the same online electronic portal as was provided by the *Client* for the purposes of tendering this contract.

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

Option Z4.15 - Apprenticeships

Insert new clause:

23.5

The *Consultant* 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 *service*.

The *Consultant* 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 Service, (which may include support staff and Subcontractors) are provided by people on formal apprenticeship programmes.

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

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

The *Consultant* 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 *Service 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 *Consultant* as to why it is not managing to meet the specified percentage target,
- actions being taken to improve the take up of apprenticeships and
- other training/skills development being undertaken by 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.

Option Z4.16 – Change of Control

Insert new clauses:

19.1 The *Consultant* notifies the *Client* and the *Service Manager* immediately in writing and as soon as the *Consultant* is aware (or ought reasonably to be aware) that it is anticipating, undergoing, undergoes or has undergone a Change of Control and provided such notification does not contravene any Law. The *Consultant* ensures that any notification sets out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.

91.9 The *Client* may terminate the *Consultant's* obligation to Provide the Service (which shall take effect as termination under reason R11) within six months from

- being notified in writing that a Change of Control is anticipated or is in contemplation or has occurred; or
- where no notification has been made, the date that the *Client* becomes aware that a Change of Control is anticipated or is in contemplation or has occurred, but shall not be permitted to terminate where an approval was granted prior to the Change of Control.

Option Z4.17 – Financial Standing

91.10 The *Client* may terminate the *Consultant's* obligation to Provide the Service (which shall take effect as termination under reason R11) where in the reasonable opinion of the *Client* there is a material detrimental change in the financial standing and/or the credit rating of the *Consultant* which:

- adversely impacts on the *Consultant's* ability to perform its obligations under this contract; or
- could reasonably be expected to have an adverse impact on the *Consultant's* ability to perform its obligations under this contract.

Option Z4.18 – Records, audit access and open book data

Insert new clauses:

26A.1 The *Consultant* keeps and maintains for the *period for retention* full and accurate records and accounts of the operation of this contract including the *service* provided under it, any subcontracts and the amounts paid by the *Client*.

26A.2 The *Consultant*

- keeps the records and accounts referred to in clause 26A.1 in accordance with Law

- affords any Auditor access to the records and accounts referred to in clause 26A.1 at the *Consultant's* premises and/or provides records and accounts (including copies of the *Consultant's* published accounts) or copies of the same, as may be required by any Auditor from time to time during the *Consultant* Providing the Service and the liability period under the contract in order that the Auditor may carry out an inspection to assess compliance by the *Consultant* and/or its Subcontractors of any of the *Consultant's* obligations under this contract including in order to:
- verify the accuracy of any amounts payable by the *Client* under this contract (and proposed or actual variations to them in accordance with this contract)
- verify the costs of the *Consultant* (including the costs of all Subcontractors and any third party suppliers) in connection with Providing the Service
- identify or investigate an actual or suspected Prohibited Act, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the *Client* has no obligation to inform the *Consultant* of the purpose or objective of its investigations
- obtain such information as is necessary to fulfil the *Client's* obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General
- enable the National Audit Office to carry out an 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
- subject to the *Consultant's* rights in respect of Consultant's Confidential Information, the *Consultant* provides the Auditor on demand with all reasonable co-operation and assistance in respect of
- all reasonable information requested by the *Client* within the scope of the audit
- reasonable access to sites controlled by the *Consultant* and to any *Consultant's* equipment used to Provide the Service
- access to the *Consultant's* personnel.

26A.3 The Parties bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 26A, unless the audit reveals a default by the *Consultant* in which case the *Consultant* reimburses the *Client* for the *Client's* reasonable costs incurred in relation to the audit.

26A.4 This clause does not constitute a requirement or agreement for the purposes of section 6(3)(d) of the National Audit Act 1983 for the examination, certification or inspection of the accounts of the *Consultant* and the carrying out of an examination under Section 6(3)(d) of the National Audit Act 1983 in relation to the *Consultant* is not a function exercisable under this contract.

Option Z4.19 – Data Protection

Insert new clause 100 as follows:

The *Client* and the *Consultant* shall comply with the provisions of schedule 2. The details required to be completed within this Schedule shall be completed pre-award in consultation and agreement with the Consultant.

Option Z4.20 – Cyber Essentials

Insert new clause 101 as follows:

The *Client* and the *Consultant* shall comply with the provisions of schedule3. The details required to be completed within this Schedule shall be completed pre-award in consultation and agreement with the Consultant.

SCHEDULE 1

CONTRACT SCHEDULE 1 - SECURITY PROVISIONS

1.1 Definitions

For the purposes of this schedule the following terms shall have the meanings given below:

"Affiliates" in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;

"Breach of Security" in accordance with the Security Requirements and the Security Policy, the occurrence of:

- (a) any unauthorised access to or use of the service the Client Premises, the Sites, the Consultant System and/or any ICT, information or data (including the Confidential Information and the Client Data) used by the *Client* and/or the *Consultant* in connection with this contract; and/or
- (b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Client Data), including any copies of such information or data, used by the *Client* and/or the *Consultant* in connection with this contract.

"Clearance" means national security clearance and employment checks undertaken by and/or obtained from the Defence Vetting Agency;

"Consultant Equipment" the hardware, computer and telecoms devices and equipment supplied by the *Consultant* or its Subcontractors (but not hired, leased or loaned from the *Client*) for the carrying out of the *service*;

"Consultant Software" software which is proprietary to the *Consultant*, including software which is or will be used by the *Consultant* for the purposes of carrying out of the *service*;

"Consultant System" the information and communications technology system used by the *Consultant* in carrying out of the *service* including the Software, the *Consultant* Equipment and related cabling (but excluding the Client System);

"Control" means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management

and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "Controls" and "Controlled" shall be interpreted accordingly;

"Default"	any breach of the obligations of the relevant party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant party, its employees, servants, agents or Sub Consultants in connection with or in relation to the subject-matter of this contract and in respect of which such party is liable to the other;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in this contract (if any) or as agreed between the parties;
"Client Premises"	means premises owned, controlled or occupied by the <i>Client</i> or its Affiliates which are made available for use by the <i>Consultant</i> or its Subcontractors for carrying out of the <i>service</i> (or any of them) on the terms set out in this contract or any separate agreement or licence;
"Client System"	the <i>Client's</i> computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the <i>Client</i> or the <i>Consultant</i> in connection with this contract which is owned by or licensed to the <i>Client</i> by a third party and which interfaces with the <i>Consultant</i> System or which is necessary for the <i>Client</i> to receive the <i>service</i> ;
"Environmental Information Regulations"	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issues by the Information Commissioner or relevant Government Department in relation to such regulations;
"FOIA"	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 or relevant Government Department in relation to such legislation;
"Good Industry Practice"	the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector;

"ICT"	information and communications technology;
"ICT Environment"	the Client System and the <i>Consultant</i> System;
"Impact Assessment"	an assessment of a Compensation Event;
"Information" Information Act 2000;	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Assets Register"	the register of information assets to be created and maintained by the <i>Consultant</i> throughout the carrying out of the <i>service</i> as described in the contract (if any) or as otherwise agreed between the parties;
"ISMS"	the Information Security Management System as defined by ISO/IEC 27001. The scope of the ISMS will be as agreed by the parties and will directly reflect the scope of the <i>service</i> ;
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know how relating to the <i>service</i> but excluding know how already in the <i>Consultant's</i> or the <i>Client's</i> possession before this contract;
"List x"	means, in relation to a Subcontractor, one who has been placed on List x in accordance with Ministry of Defence guidelines and procedures, due to that Subcontractor undertaking work on its premises marked as CONFIDENTIAL or above;
"Malicious Software"	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"Process"	has the meaning given to it under the Data Protection Legislation but, for the purposes of this contract, it shall include both manual and automatic processing;
"Protectively Marked"	shall have the meaning as set out in the Security Policy Framework.
"Regulatory Bodies"	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this contract or any other affairs of the <i>Client</i> and "Regulatory Body" shall be construed accordingly;

"Request for Information"	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
"Security Management Plan"	the <i>Consultant's</i> security plan prepared pursuant to paragraph 1.5.3 of schedule J (Security Management Plan) an outline of which is set out in Appendix 1 of schedule J (Security Management Plan);
"Security Policy Framework"	means the Cabinet Office Security Policy Framework (available from the Cabinet Office Security Policy Division);
"Security Requirements"	means the requirements in the contract relating to security of the carrying out of the <i>service</i> (if any) or such other requirements as the <i>Client</i> may notify to the <i>Consultant</i> from time to time
"Security Tests" Management Plan)	shall have the meaning set out in Appendix 2 (Security
"Software" Party Software;	Specially Written Software, <i>Consultant</i> Software and Third
"Specially Written Software"	any software created by the <i>Consultant</i> (or by a third party on behalf of the <i>Consultant</i>) specifically for the purposes of this contract;
"Staff Vetting Procedures"	the <i>Client's</i> procedures and departmental policies for the vetting of personnel whose role will involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measures, including, but not limited to, the provisions of the Official Secrets Act 1911 to 1989;
"Statement of Applicability"	shall have the meaning set out in ISO/IEC 27001 and as agreed by the parties during the procurement phase;

"Standards" the British or international standards, *Client's* internal policies and procedures, Government codes of practice and guidance together with any other specified policies or procedures referred to in this contract (if any) or as otherwise agreed by the parties;

"Third Party Software" software which is proprietary to any third party other than an Affiliate of the *Consultant* which is or will be used by the *Consultant* for the purposes of carrying out of the *service*.

1.2 Introduction

1.2.1 This schedule covers:

- 1.2.1.1 principles of protective security to be applied in carrying out of the *service*;
- 1.2.1.2 wider aspects of security relating to carrying out of the *service*;
- 1.2.1.3 the development, implementation, operation, maintenance and continual improvement of an ISMS;
- 1.2.1.4 the creation and maintenance of the Security Management Plan;
- 1.2.1.5 audit and testing of ISMS compliance with the Security Requirements;
- 1.2.1.6 conformance to ISO/IEC 27001 (Information Security Requirements Specification) and ISO/IEC27002 (Information Security Code of Practice) and;
- 1.2.1.7 obligations in the event of actual, potential or attempted breaches of security.

1.3 Principles of Security

- 1.3.1 The *Consultant* acknowledges that the *Client* places great emphasis on the confidentiality, integrity and availability of information and consequently on the security provided by the ISMS.
- 1.3.2 The *Consultant* shall be responsible for the effective performance of the ISMS and shall at all times provide a level of security which:
 - 1.3.2.1 is in accordance with Good Industry Practice, the *law of the contract* and this contract;
 - 1.3.2.2 complies with the Security Policy;
 - 1.3.2.3 complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4) available from the Cabinet Office Security Policy

Division (COSPD);

- 1.3.2.4 meets any specific security threats to the ISMS; and
- 1.3.2.5 complies with ISO/IEC27001 and ISO/IEC27002 in accordance with paragraph 1.3.2 of this schedule;
- 1.3.2.6 complies with the Security Requirements; and
- 1.3.2.7 complies with the *Client's* ICT standards.

1.3.3 The references to standards, guidance and policies set out in paragraph 1.3.2.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, from time to time.

1.3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the *Consultant* gives an early warning to the *Service Manager* of such inconsistency immediately upon becoming aware of the same, and the *Service Manager* shall, as soon as practicable, advise the *Consultant* which provision the *Consultant* shall be required to comply with.

1.4 ISMS and Security Management Plan

1.4.1 Introduction:

(i) The *Consultant* shall develop, implement, operate, maintain and continuously improve and maintain an ISMS which will, without prejudice to paragraph 1.3.2, be accepted, by the *Service Manager*, tested in accordance with the provisions relating to testing as set out in the contract (if any) or as otherwise agreed between the Parties, periodically updated and audited in accordance with ISO/IEC 27001.

1.4.1.1 The *Consultant* shall develop and maintain a Security Management Plan in accordance with this Schedule to apply during the carrying out of the *service*.

1.4.1.2 The *Consultant* shall comply with its obligations set out in the Security Management Plan.

1.4.1.3 Both the ISMS and the Security Management Plan shall, unless otherwise specified by the *Client*, aim to protect all aspects of the *service* and all processes associated with carrying out of the *service*, including the construction, use, alterations or demolition of the *service*, the *Consultant* System and any ICT, information and data (including the Client Confidential Information and the Client Data) to the extent used by the *Client* or the *Consultant* in connection with this contract.

1.4.2 Development of the Security Management Plan:

- 1.4.2.1 Within 20 Working Days after the Contract Date and in accordance with paragraph 1.4.4 (Amendment and Revision), the *Consultant* will prepare and deliver to the *Service Manager* for acceptance a fully complete and up to date Security Management Plan.
- 1.4.2.2 If the Security Management Plan, or any subsequent revision to it in accordance with paragraph 1.4.4 (Amendment and Revision), is accepted by the *Service Manager* it will be adopted immediately. If the Security Management Plan is not accepted by the *Service Manager* the *Consultant* shall amend it within 10 Working Days or such other period as the parties may agree in writing of a notice of non- acceptance from the *Service Manager* and re-submit to the *Service Manager* for accepted. The parties will use all reasonable endeavours to ensure that the acceptance process takes as little time as possible and in any event no longer than 15 Working Days (or such other period as the parties may agree in writing) from the date of its first submission to the *Service Manager*. If the *Service Manager* does not accept the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure. No acceptance to be given by the *Service Manager* pursuant to this paragraph 1.4.2.2 of this schedule may be unreasonably withheld or delayed. However any failure to accept the Security Management Plan on the grounds that it does not comply with the requirements set out in paragraph 1.4.3.4 shall be deemed to be reasonable.

1.4.3 Content of the Security Management Plan:

- 1.4.3.1 The Security Management Plan will set out the security measures to be implemented and maintained by the *Consultant* in relation to all aspects of the *service* and all processes associated with carrying out of the *service* and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the *service* comply with the provisions of this schedule (including the principles set out in paragraph 1.3);
- 1.4.3.2 The Security Management Plan (including the draft version) should also set out the plans for transiting all security arrangements and responsibilities from those in place at the Contract Date to those incorporated in the *Consultant's* ISMS at the date notified by the *Service Manager* to the *Consultant* for the *Consultant* to meet the full obligations of the Security Requirements.
- 1.4.3.3 The Security Management Plan will be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other schedules of this contract which cover specific areas included within that standard.

1.4.3.4 The Security Management Plan shall be written in plain English in language which is readily comprehensible to the staff of the *Consultant* and the *Client* engaged in the *service* and shall only reference documents which are in the possession of the *Client* or whose location is otherwise specified in this schedule.

1.4.4 Amendment and Revision of the ISMS and Security Management Plan:

1.4.4.1 The ISMS and Security Management Plan will be fully reviewed and updated by the *Consultant* annually or from time to time to reflect:

- (a) emerging changes in Good Industry Practice;
- (b) any change or proposed change to the *Consultant* System, the *service* and/or associated processes;
- (c) any new perceived or changed security threats; and
- (d) any reasonable request by the *Service Manager*.

1.4.4.2 The *Consultant* will provide the *Service Manager* with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and Security Management Plan at no additional cost to the *Client*. The results of the review should include, without limitation:

- (a) suggested improvements to the effectiveness of the ISMS;
- (b) updates to the risk assessments;
- (c) proposed modifications to the procedures and controls that effect information security to respond to events that may impact on the ISMS; and
- (d) suggested improvements in measuring the effectiveness of controls.

1.4.4.3 On receipt of the results of such reviews, the *Service Manager* will accept any amendments or revisions to the ISMS or Security Management Plan in accordance with the process set out at paragraph 1.4.2.2.

1.4.4.4 Any change or amendment which the *Consultant* proposes to make to the ISMS or Security Management Plan (as a result of a *Service Manager's* request or change to the *service* or otherwise) shall be subject to the early warning procedure and shall not be implemented until accepted in writing by the *Service Manager*.

1.4.5 Testing

1.4.5.1 The *Consultant* shall conduct Security Tests of the ISMS on an

annual basis or as otherwise agreed by the parties. The date, timing, content and conduct of such Security Tests shall be agreed in advance with the *Service Manager*.

1.4.5.2 The *Service Manager* shall be entitled to witness the conduct of the Security Tests. The *Consultant* shall provide the *Service Manager* with the results of such tests (in a form accepted by the *Client* in advance) as soon as practicable after completion of each Security Test.

1.4.5.3 Without prejudice to any other right of audit or access granted to the *Client* pursuant to this contract, the *Service Manager* and/or its authorised representatives shall be entitled, at any time and without giving notice to the *Consultant*, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the *Consultant's* compliance with the ISMS and the Security Management Plan. The *Service Manager* may notify the *Consultant* of the results of such tests after completion of each such test. Security Tests shall be designed and implemented so as to minimise the impact on the carrying out of the *service*. If such tests adversely affect the *Consultant's* ability to carry out the *service* in accordance with the Scope, the *Consultant* shall be granted relief against any resultant under-performance for the period of the tests.

1.4.5.4 Where any Security Test carried out pursuant to paragraphs 1.4.5.2 or 1.4.5.3 above reveals any actual or potential Breach of Security, the *Consultant* shall promptly notify the *Service Manager* of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the *Consultant* proposes to make in order to correct such failure or weakness. Subject to the *Service Manager's* acceptance in accordance with paragraph (i), the *Consultant* shall implement such changes to the ISMS and the Security Management Plan in accordance with the timetable agreed with the *Service Manager* or, otherwise, as soon as reasonably possible. Where the change to the ISMS or Security Management Plan is made to address a non-compliance with the Security Policy or Security Requirements, the change to the ISMS or Security Management Plan is Disallowed Cost.

1.5 Compliance with ISO/IEC 27001

1.5.1 Unless otherwise agreed by the parties, the *Consultant* shall obtain independent certification of the ISMS to ISO/IEC 27001 within 12 months of the Contract Date and shall maintain such certification until the Defects Certificate or a termination certificate has been issued.

1.5.2 In the event that paragraph 1.5.1 above applies, if certain parts of the ISMS do not conform to Good Industry Practice, or controls as described in ISO/IEC 27002 are not consistent with the Security Policy, and, as a result, the *Consultant* reasonably believes that it is not compliant with ISO/IEC 27001, the *Consultant* shall promptly notify the *Service Manager* of this and the *Client* in its absolute discretion may waive the requirement for certification in respect of the relevant parts.

1.5.3 The *Service Manager* shall be entitled to carry out such regular security audits as may be required and in accordance with Good Industry Practice, in order to ensure that the ISMS maintains compliance with the principles

and practices of ISO 27001.

1.5.4 If, on the basis of evidence provided by such audits, it is the *Service Manager's* reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 is not being achieved by the *Consultant*, then the *Service Manager* shall notify the *Consultant* of the same and give the *Consultant* a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to become compliant with the principles and practices of ISO/IEC 27001. If the *Consultant* does not become compliant within the required time then the *Service Manager* has the right to obtain an independent audit against these standards in whole or in part.

1.5.5 If, as a result of any such independent audit as described in paragraph 1.5.4 the *Consultant* is found to be non-compliant with the principles and practices of ISO/IEC 27001 then the *Consultant* shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the *Client* in obtaining such audit.

1.6 Breach of Security

1.6.1 Either party shall give an early warning to the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.

1.6.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in paragraph 1.6.1, the *Consultant* shall:

1.6.2.1 immediately take all reasonable steps necessary to:

- (a) remedy such breach or protect the integrity of the ISMS against any such potential or attempted breach or threat; and
- (b) prevent an equivalent breach in the future.

such steps shall include any action or changes reasonably required by the *Service Manager*; and

- 1.6.2.2 as soon as reasonably practicable provide to the *Service Manager* full details (using such reporting mechanism as defined by the ISMS) of the Breach of Security or the potential or attempted Breach of Security.

SCHEDULE 2 GDPR

The following definitions shall apply to this Schedule 2

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, (ii) the DPA 2018 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 which, pending a decision from the competent authorities of the EU on the adequacy of the UK data protection regime will include the requirements set out or referenced in Part Three, Title VII, Article 71(1) of the Withdrawal Agreement signed by the UK and the EU in December 2019;

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 Data Protection Legislation.

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) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019

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

of processing

Protective Measures : appropriate technical and organisational measures which may include: pseudonymisation and/or encryption of 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 by it including those outlined in Schedule 2A (Security).

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 *Consultant* is the Processor unless otherwise specified in Schedule

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 *service*;
- (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 this Schedule 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 X);
 - (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 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 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 UK 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 (in accordance with the Data Protection Legislation) 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 Sub-processor to process any Personal Data related to this Agreement, the Processor must:

- (a) notify the Controller in writing of the intended Sub-processor and processing;
- (b) obtain the written consent of the Controller;
- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause such that they apply to the Sub-processor; 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 Sub-processors.

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 above in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms agreed in replacement of Clauses 1.1-1.14 for the Personal Data under Joint Control.

Annex A - Part 2: Schedule of Processing, Personal Data and Data Subjects

Schedule 2A 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 are:
[REDACTED]
2. The contact details of the Processor's Data Protection Officer are: to be provided by the Consultant following contract award.

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>Consultant</i> is the Processor in accordance with Clause 1.1.
Subject matter of the processing	The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide the services.
Duration of the processing	Until the Completion Date
Nature and purposes of the processing	collection, recording, organisation, structuring, storage, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available

	Purpose: project/programme management
Type of Personal Data being Processed	name, telephone number, pay, images
Categories of Data Subject	Could include: Suppliers, contractors, members of the public, staff
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Either destroyed, or if requirement to retain, anonymised.

SCHEDULE 3 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.ncsc.gov.uk/cyberessentials/overview ;
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"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"
the

Cyber Essentials Basic Certificate,

Cyber Essentials Plus Certificate or the Cyber Essential Scheme certificate equivalent to be provided by the *Consultant* 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"
basis

the certification awarded on the

of external testing by an independent certification body of the *Consultant's* 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 *Consultant* provide a Cyber Essentials Certificate prior to the execution of the *service* the *Consultant* shall provide a valid Cyber Essentials Certificate, then on or prior to the commencement of the *service* the *Consultant* delivers to the *Client* evidence of the same. Where the *Consultant* fails to comply with this paragraph it shall be prohibited from commencing the carrying out of the *service* under any contract until such time as the *Consultant* has evidenced to the *Client* its compliance with this paragraph 2.1.

2.2 Where the *Consultant* continues to Process Cyber Essentials Scheme Data during the carrying out of the *service* the *Consultant* delivers to the *Client* evidence of renewal of the Cyber Essentials Certificate on each anniversary of the first applicable certificate obtained by the *Consultant* under paragraph 2.1.

2.3 Where the *Consultant* is due to Process Cyber Essentials Scheme Data after the commencement of the *service* but before completion of the *service* the *Consultant* delivers to the *Client* evidence of:

2.3.1 a valid and current Cyber Essentials Certificate before the *Consultant* 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 *Consultant* under paragraph 2.1.

2.4 In the event that the *Consultant* 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 *Consultant* ensures that all sub-contracts with Sub-Consultants who Process Cyber Essentials Data contain provisions no less onerous on the Sub-Consultants than those imposed on the *Consultant* 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.

the 1990s, the number of people in the UK who are aged 65 and over has increased by 1.5 million, and the number of people aged 75 and over has increased by 1.2 million (Office of National Statistics 1999). The number of people aged 65 and over is projected to increase to 6.5 million by 2011, and the number of people aged 75 and over to 4.5 million (Office of National Statistics 1999).

There is a growing awareness of the need to develop services to meet the needs of older people, and a number of initiatives have been launched in the UK to address this need. The Department of Health has launched the 'Ageing Well' initiative, which aims to improve the lives of older people by providing them with the services and support they need. The Department of Health has also launched the 'Ageing Well' campaign, which aims to raise awareness of the needs of older people and to encourage people to get involved in helping them.

The 'Ageing Well' initiative is a multi-agency effort involving the Department of Health, the Department of Social Security, the Department of Education, and the Department of the Environment. The initiative is aimed at improving the lives of older people by providing them with the services and support they need. The initiative is also aimed at raising awareness of the needs of older people and encouraging people to get involved in helping them.

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the 'information' and 'communication' fields. The 'information' field is defined as:

...the study of the processes of information production, distribution, access, use and evaluation, and the study of the social, cultural, economic and political contexts in which these processes take place. (p. 10)

The 'communication' field is defined as:

...the study of the processes of communication production, distribution, access, use and evaluation, and the study of the social, cultural, economic and political contexts in which these processes take place. (p. 10)

The 'information science' field is defined as:

...the study of the processes of information production, distribution, access, use and evaluation, and the study of the social, cultural, economic and political contexts in which these processes take place. (p. 10)

The 'information studies' field is defined as:

...the study of the processes of information production, distribution, access, use and evaluation, and the study of the social, cultural, economic and political contexts in which these processes take place. (p. 10)

The 'information technology' field is defined as:

...the study of the processes of information production, distribution, access, use and evaluation, and the study of the social, cultural, economic and political contexts in which these processes take place. (p. 10)

The 'information systems' field is defined as:

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The 'information management' field is defined as:

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The 'information policy' field is defined as:

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The 'information ethics' field is defined as:

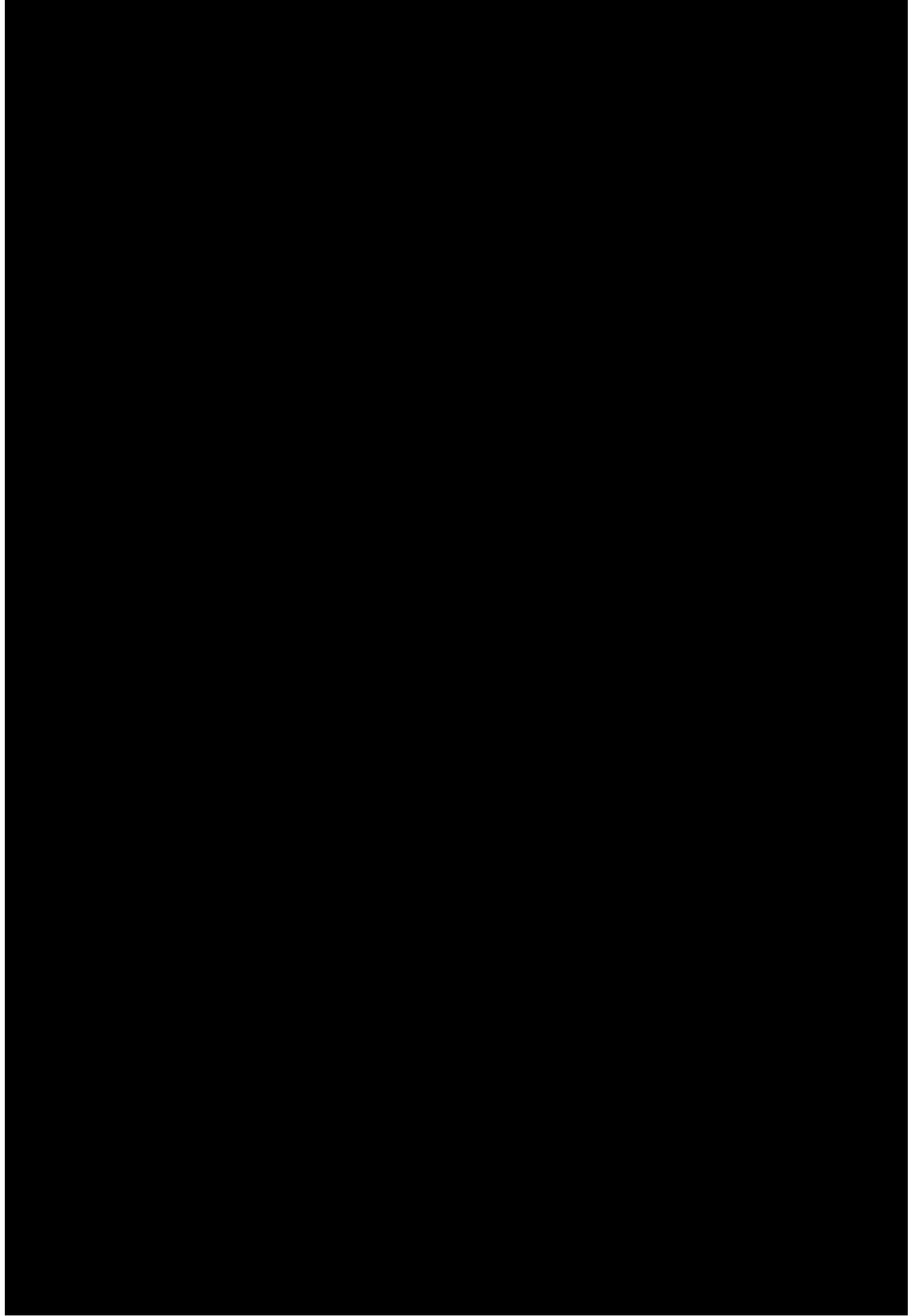
...the study of the processes of information production, distribution, access, use and evaluation, and the study of the social, cultural, economic and political contexts in which these processes take place. (p. 10)

The first part of the paper discusses the importance of the research and the objectives of the study. It then proceeds to a literature review, where the existing research on the topic is examined. The methodology section describes the research design and the data collection process. The results section presents the findings of the study, and the conclusion summarizes the main points and offers suggestions for future research.

The study was conducted in a laboratory setting, where the participants were asked to perform a series of tasks. The data was collected using a specialized software package, which allowed for the recording of various parameters. The results were then analyzed using statistical methods, and the findings were compared with the existing literature.

The findings of the study indicate that there is a significant relationship between the variables under investigation. This relationship was observed across all the conditions tested, and it was found to be consistent with the theoretical predictions. The results also suggest that the proposed model is a good representation of the underlying process.

In conclusion, the study has provided valuable insights into the topic and has contributed to the existing knowledge. The findings have important implications for the field, and they warrant further investigation. The authors hope that this paper will be helpful to other researchers in the area.



the 1990s, the number of people in the UK who are employed in the public sector has increased by 1.5 million, from 2.5 million in 1980 to 4 million in 1995. The public sector has become a major employer in the UK, and its growth has been a major factor in the overall growth of the economy.

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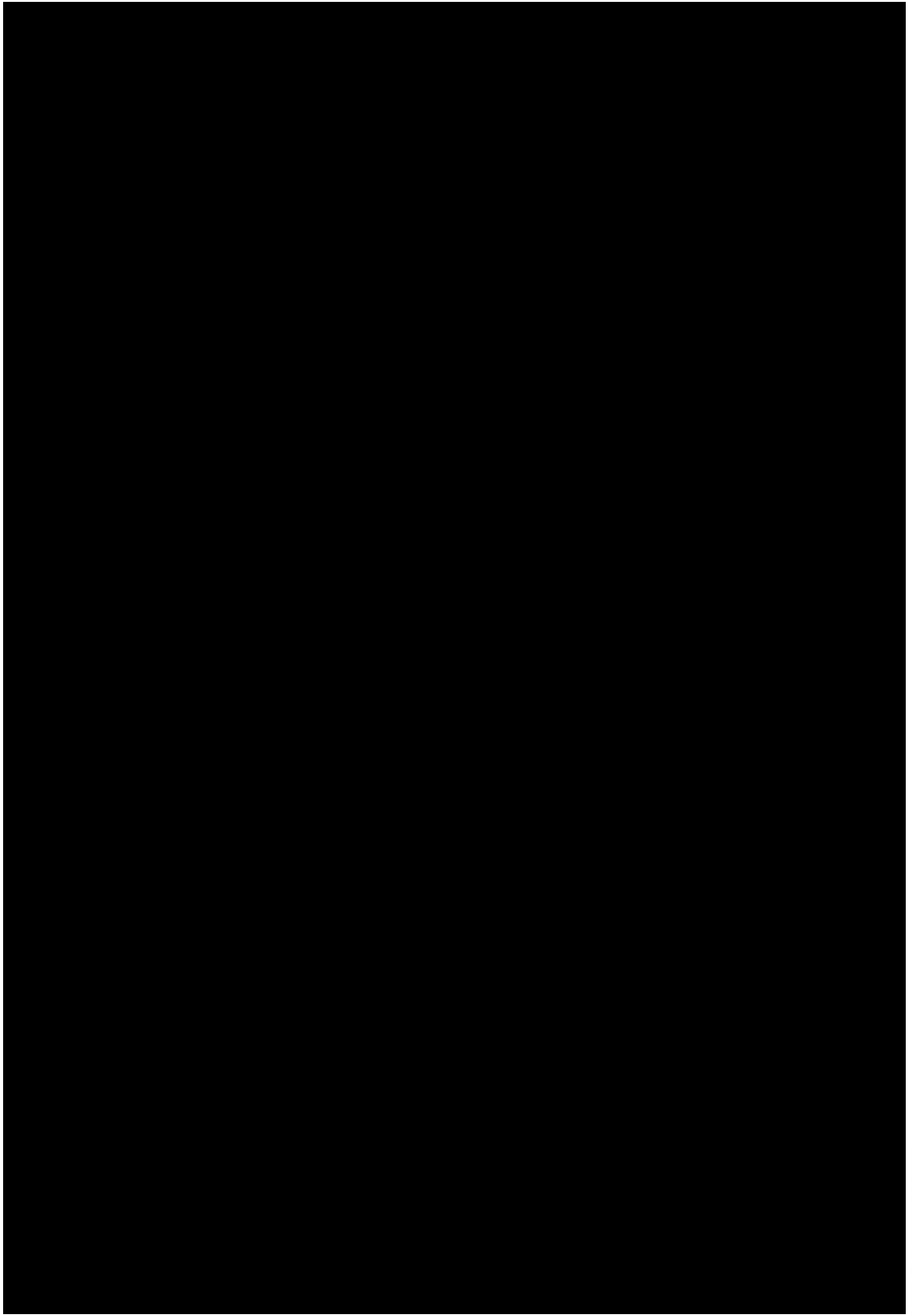
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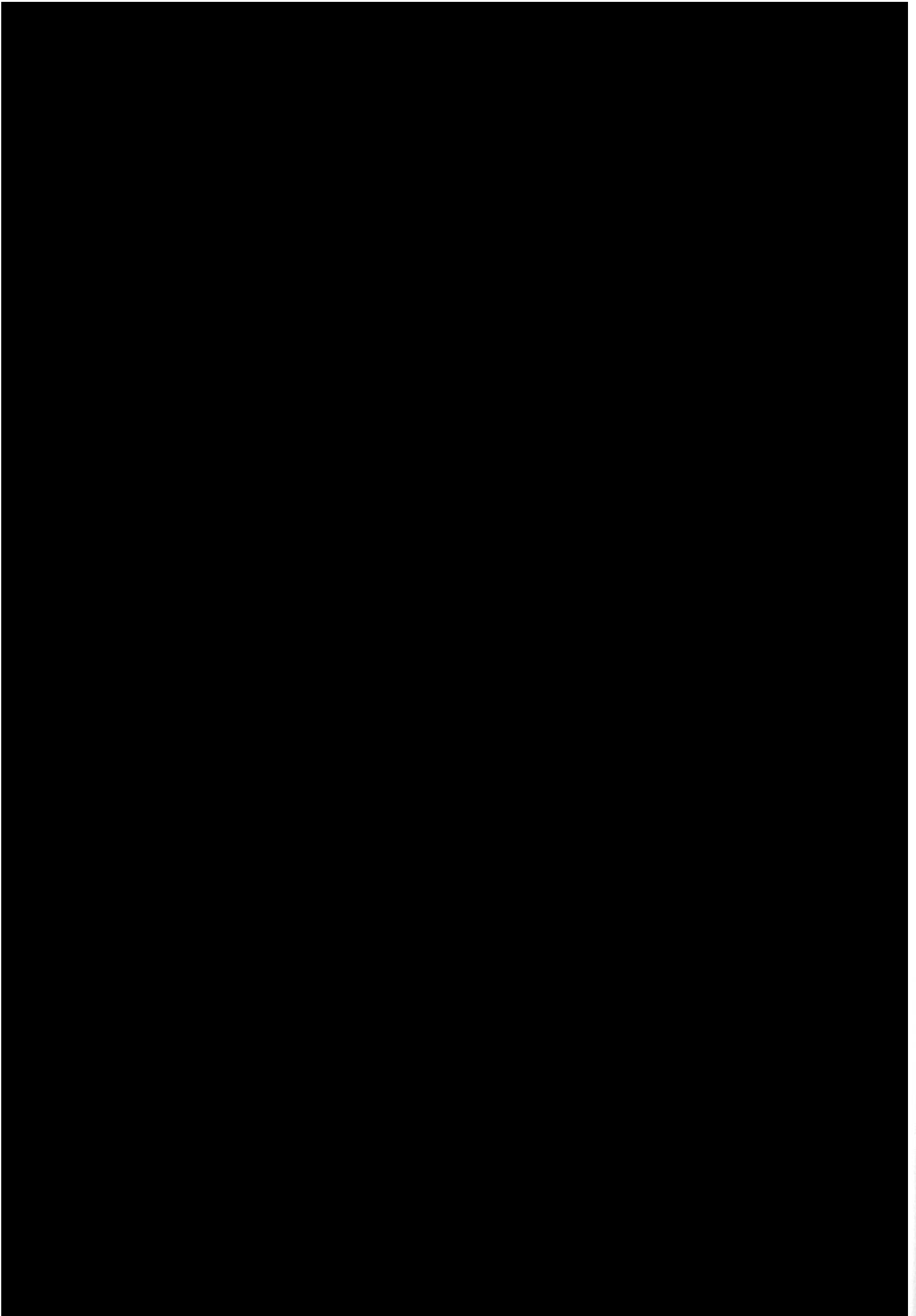
The study was conducted using a quantitative research design. Data was collected from a sample of 100 participants using a survey questionnaire. The data was then analyzed using statistical software to determine the relationships between the variables of interest.

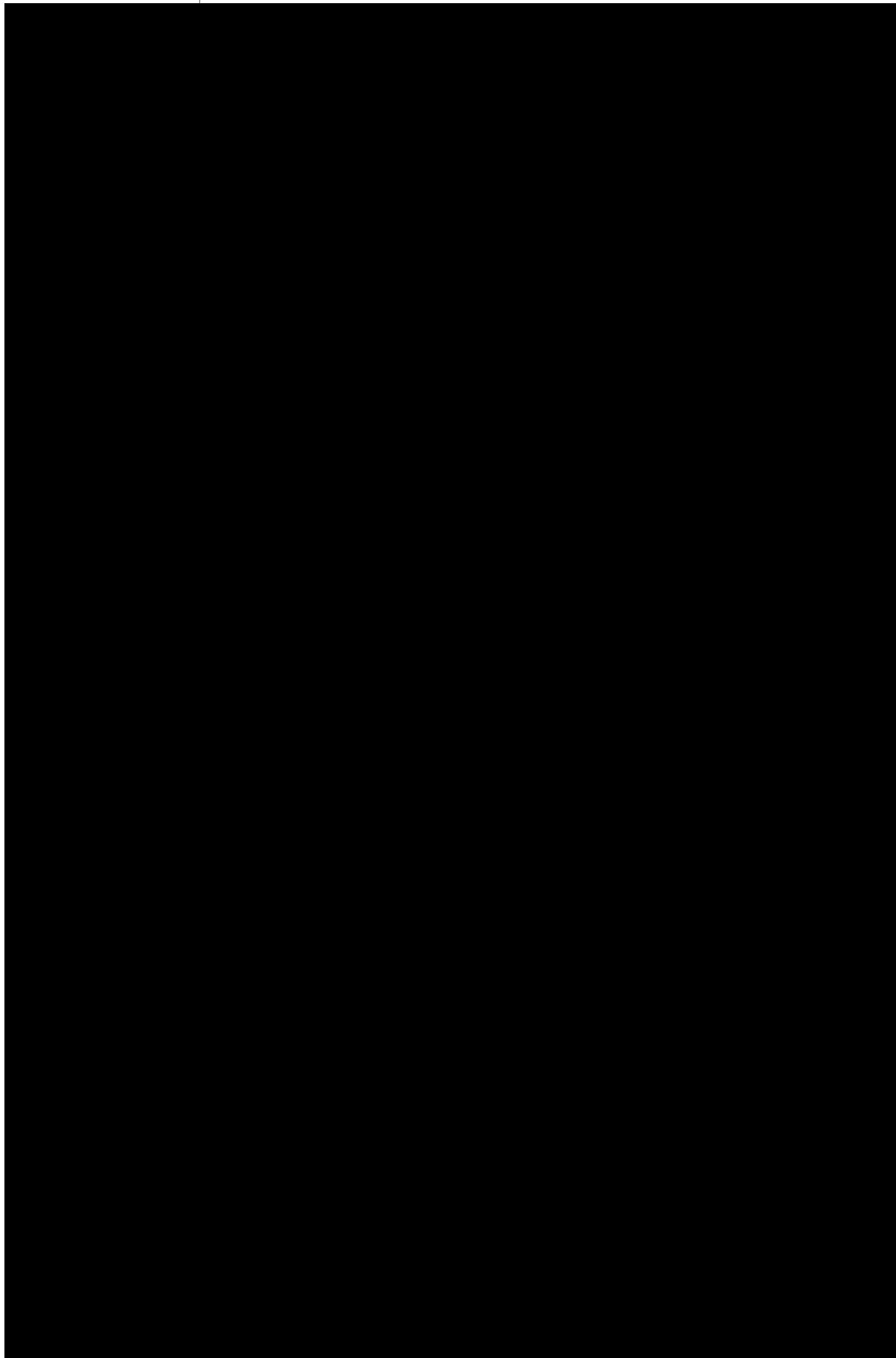
The results of the study indicate that there is a significant positive relationship between the variables of interest. This finding is consistent with the previous research in the field. The implications of these findings suggest that the research has practical applications in the field of study.

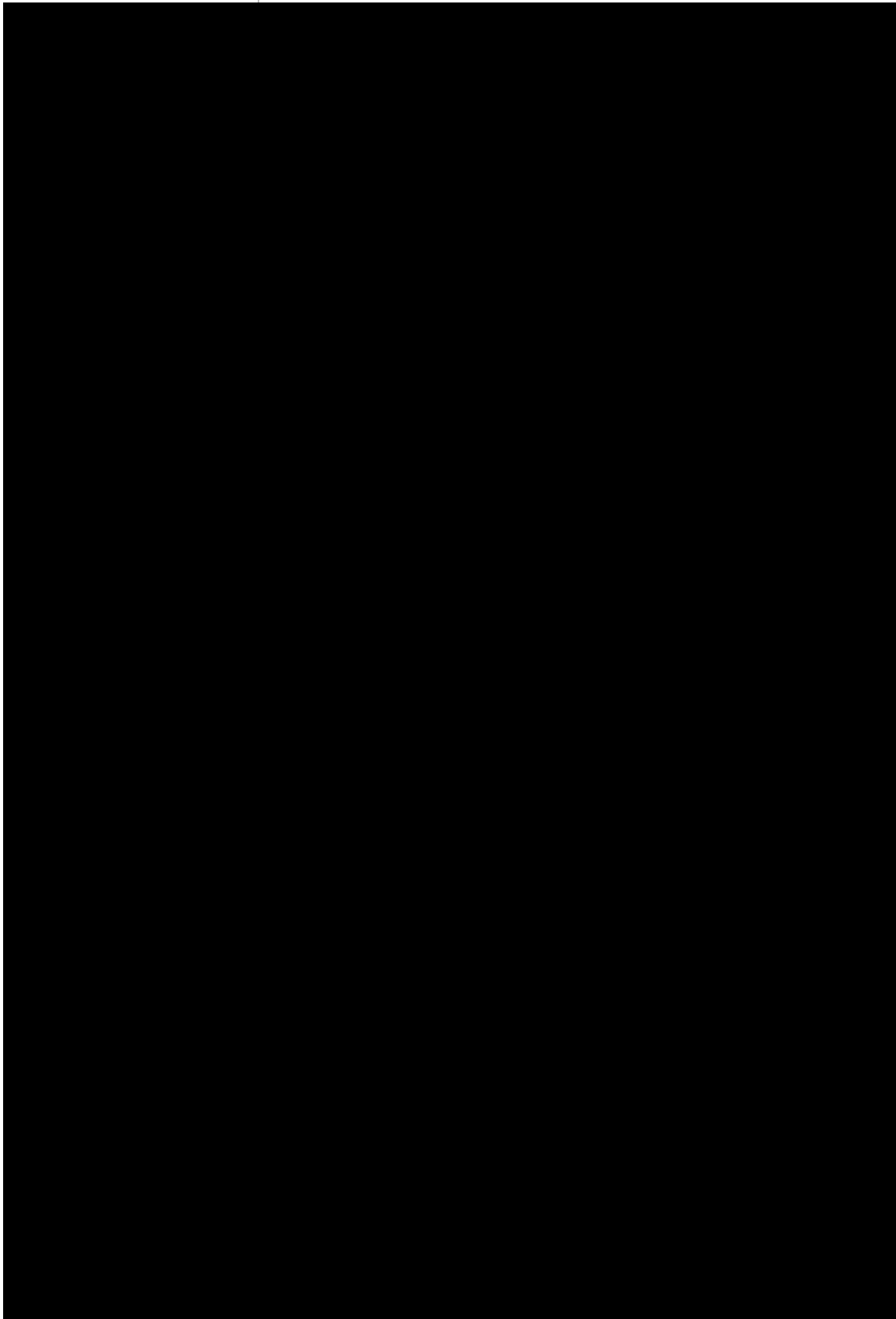
In conclusion, the study has provided valuable insights into the relationships between the variables of interest. Further research is needed to explore these relationships in more detail and to test the findings in different contexts.

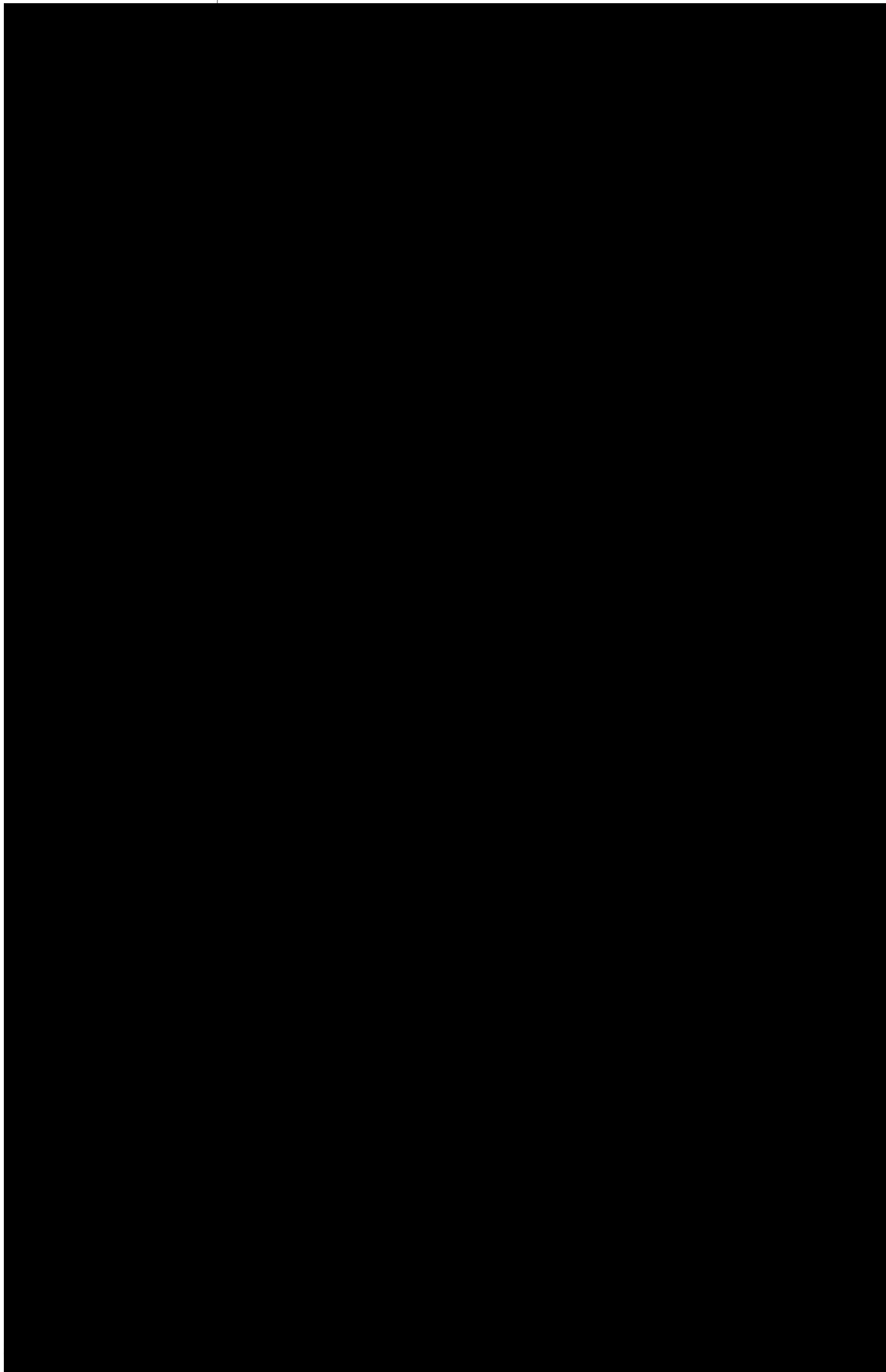


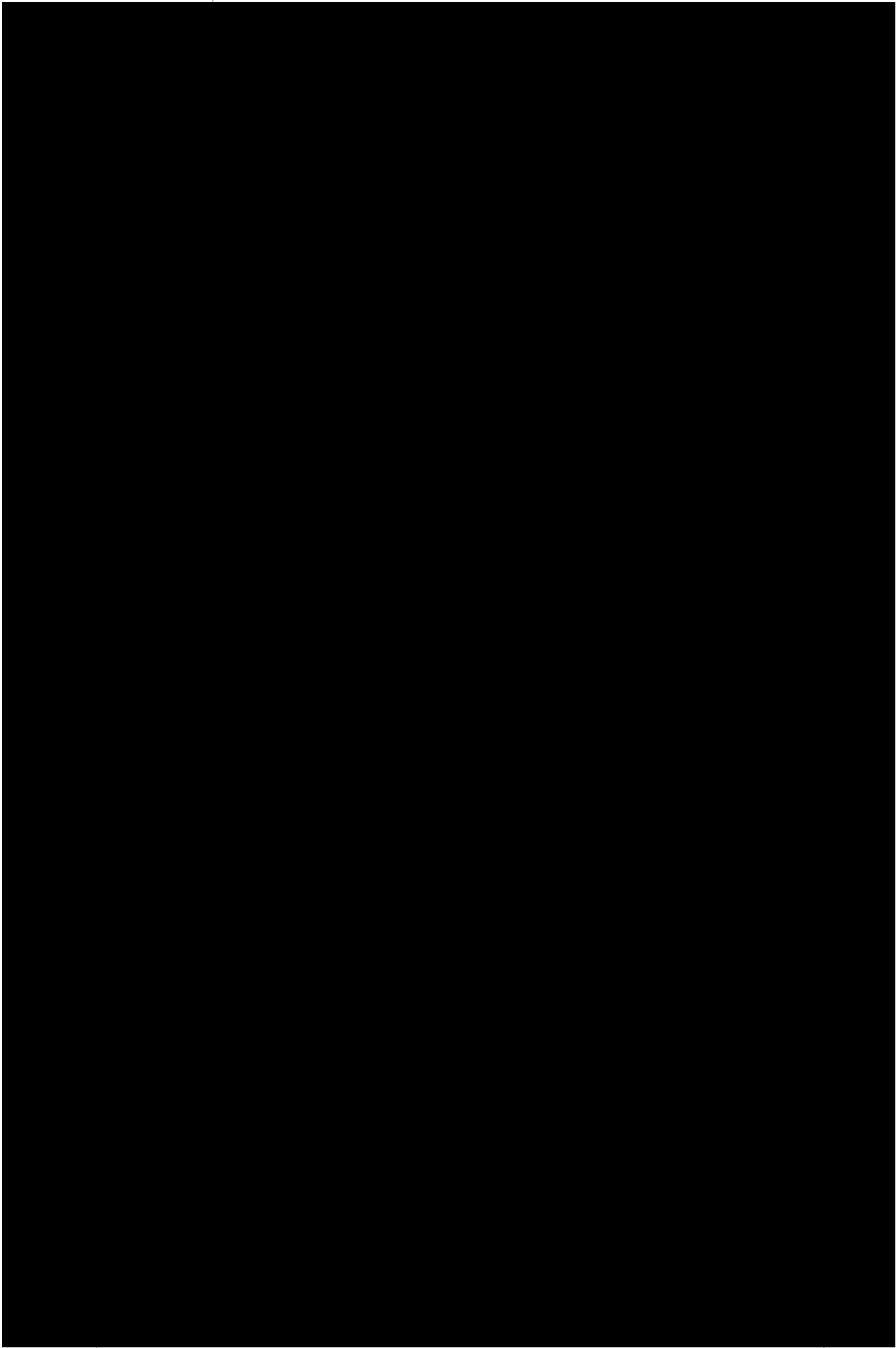


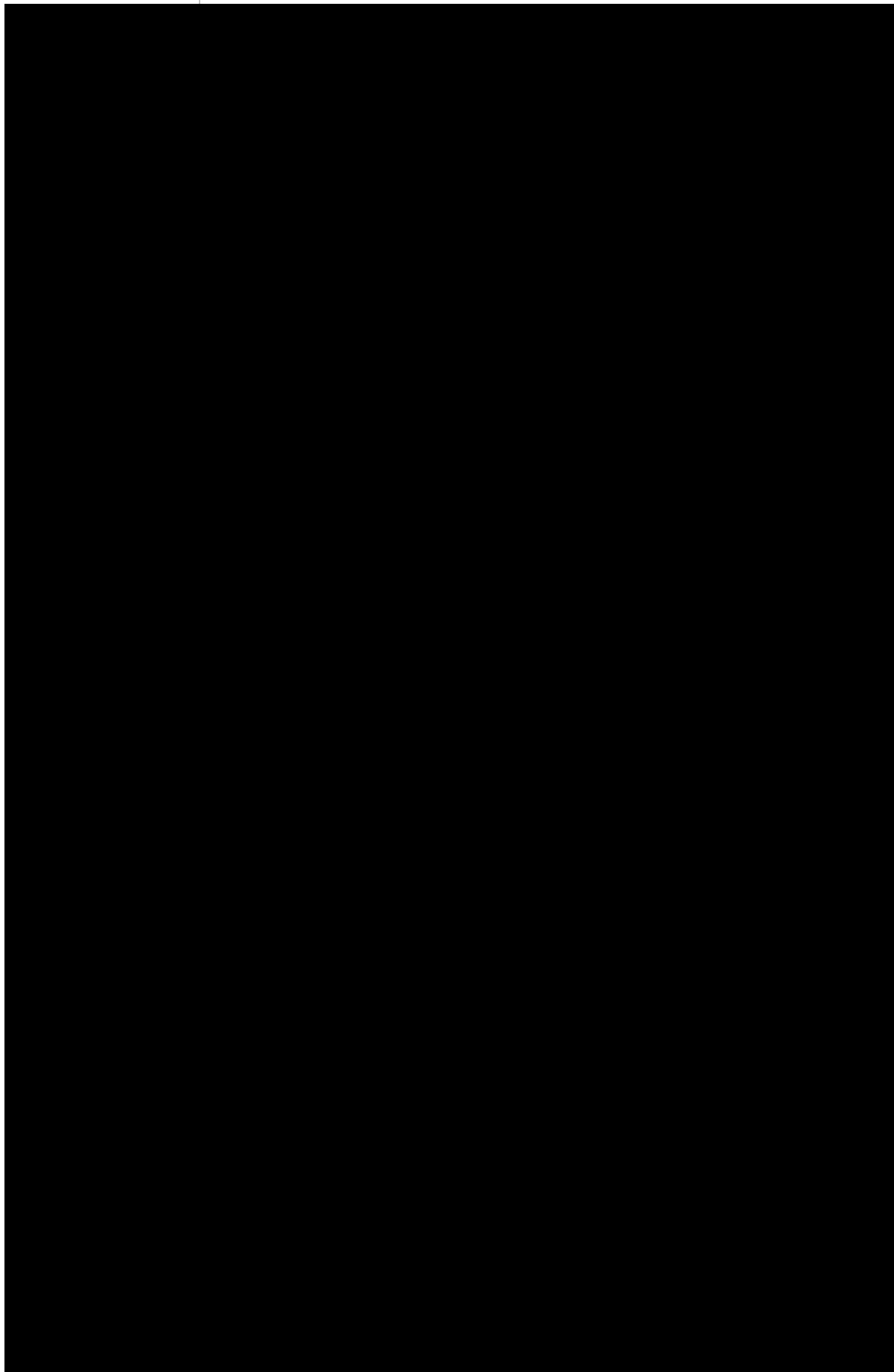




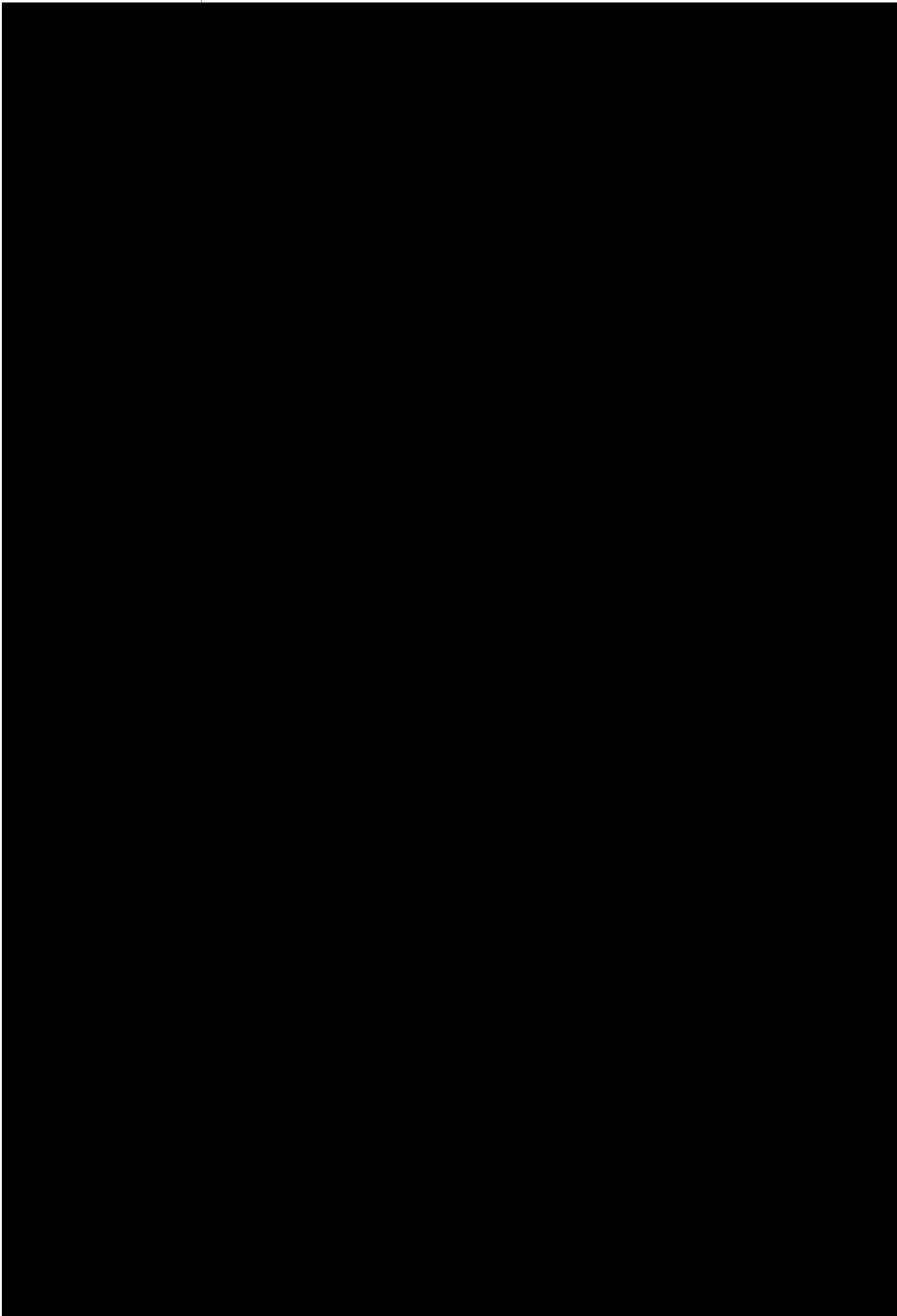


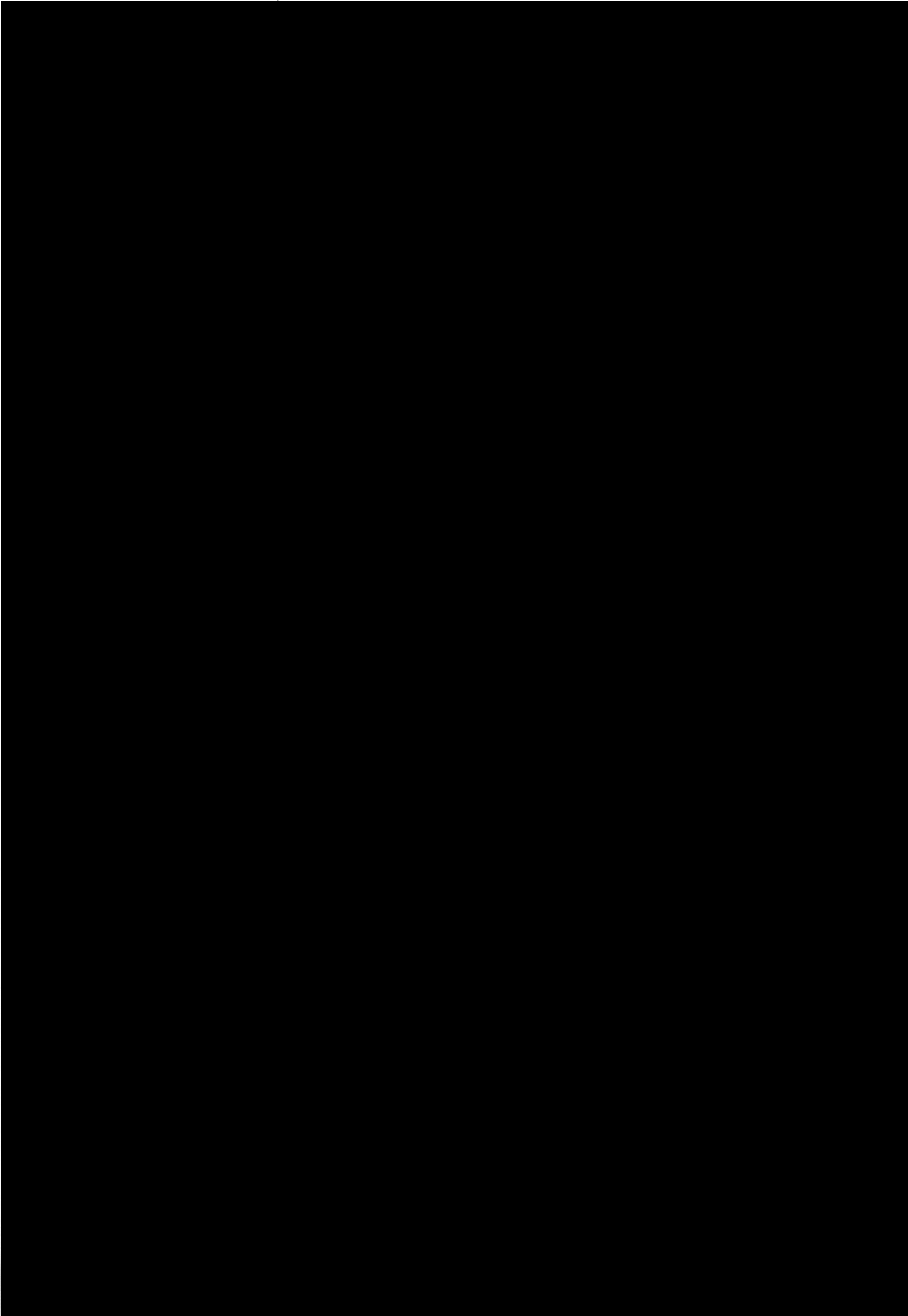


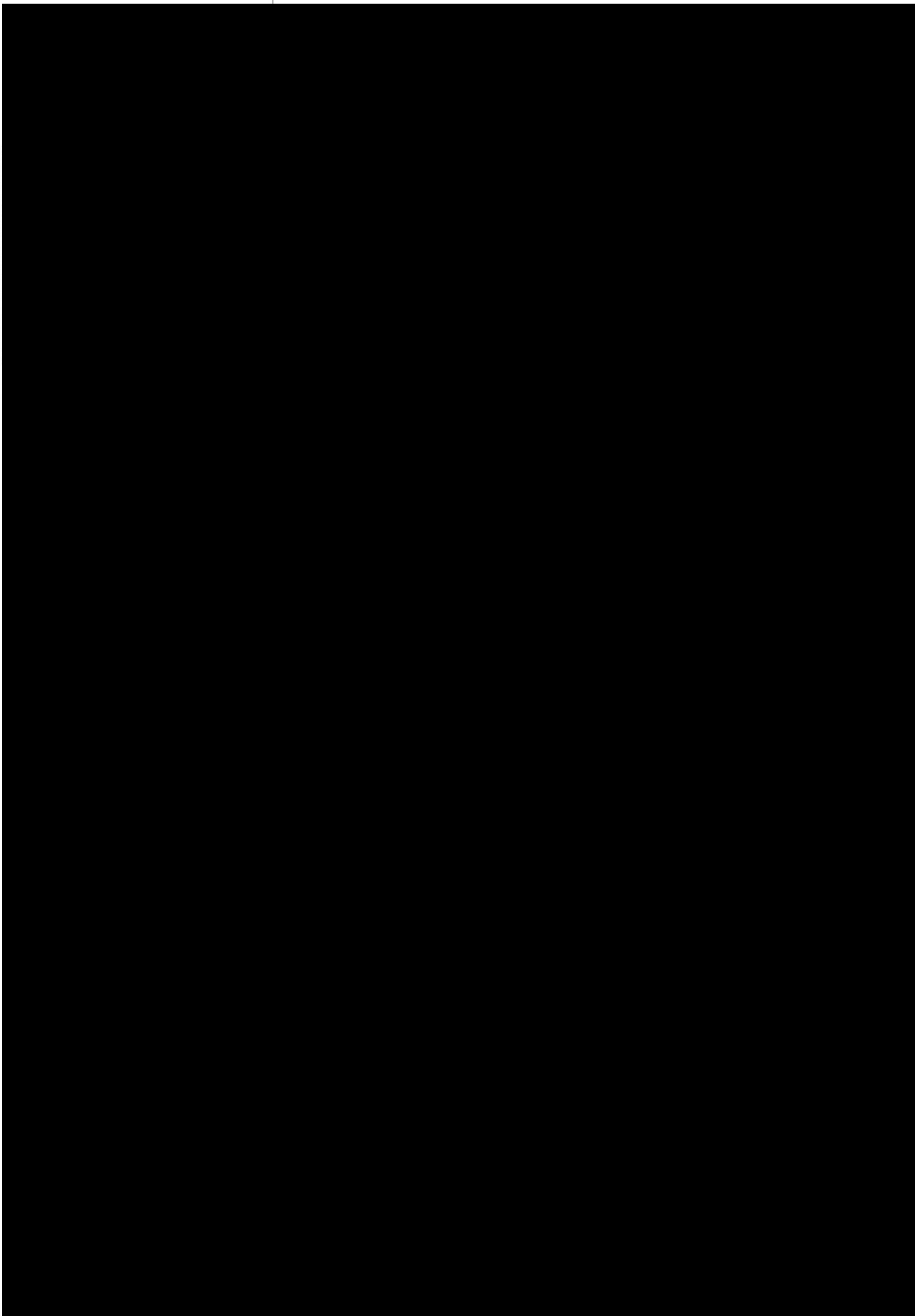




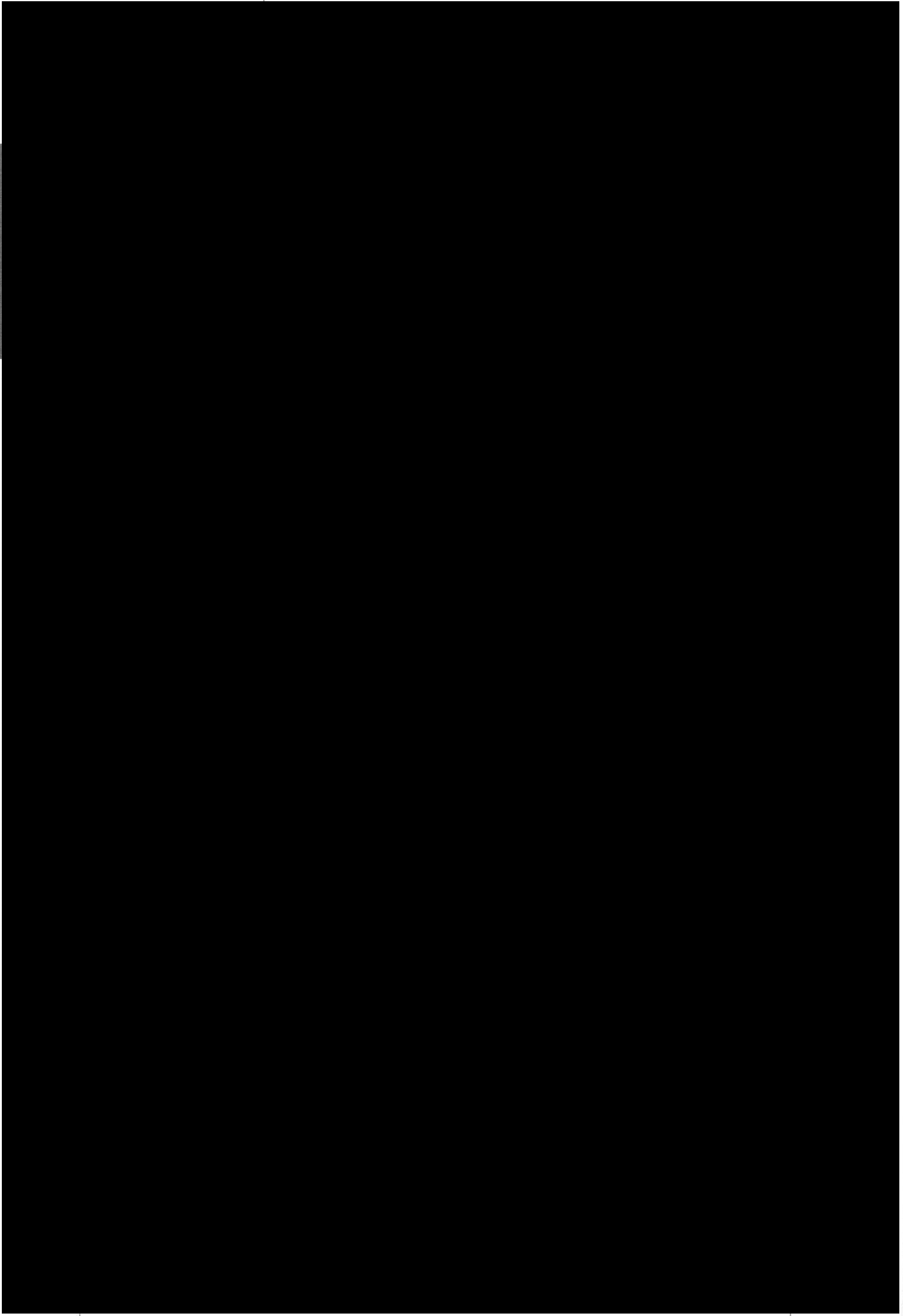


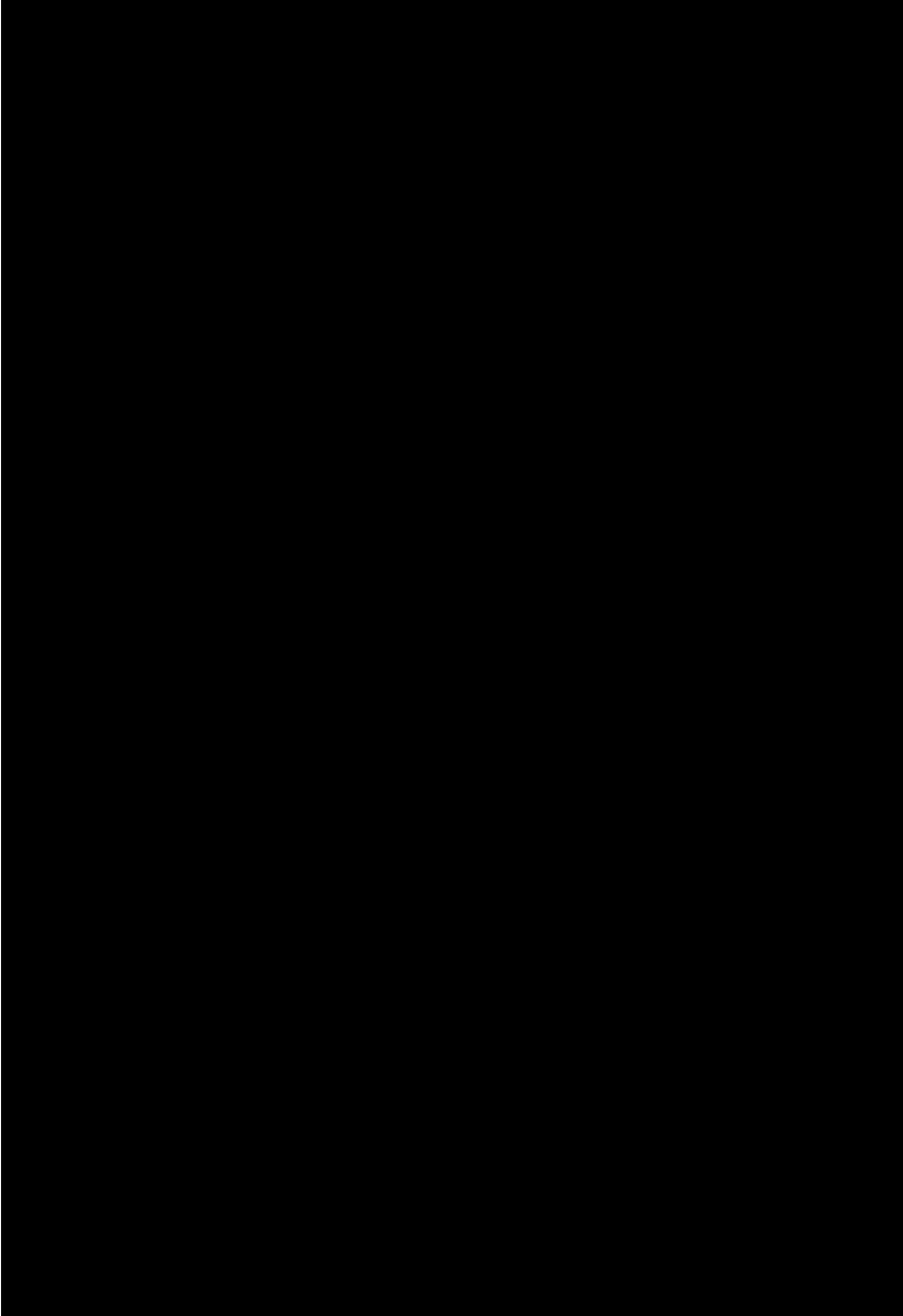


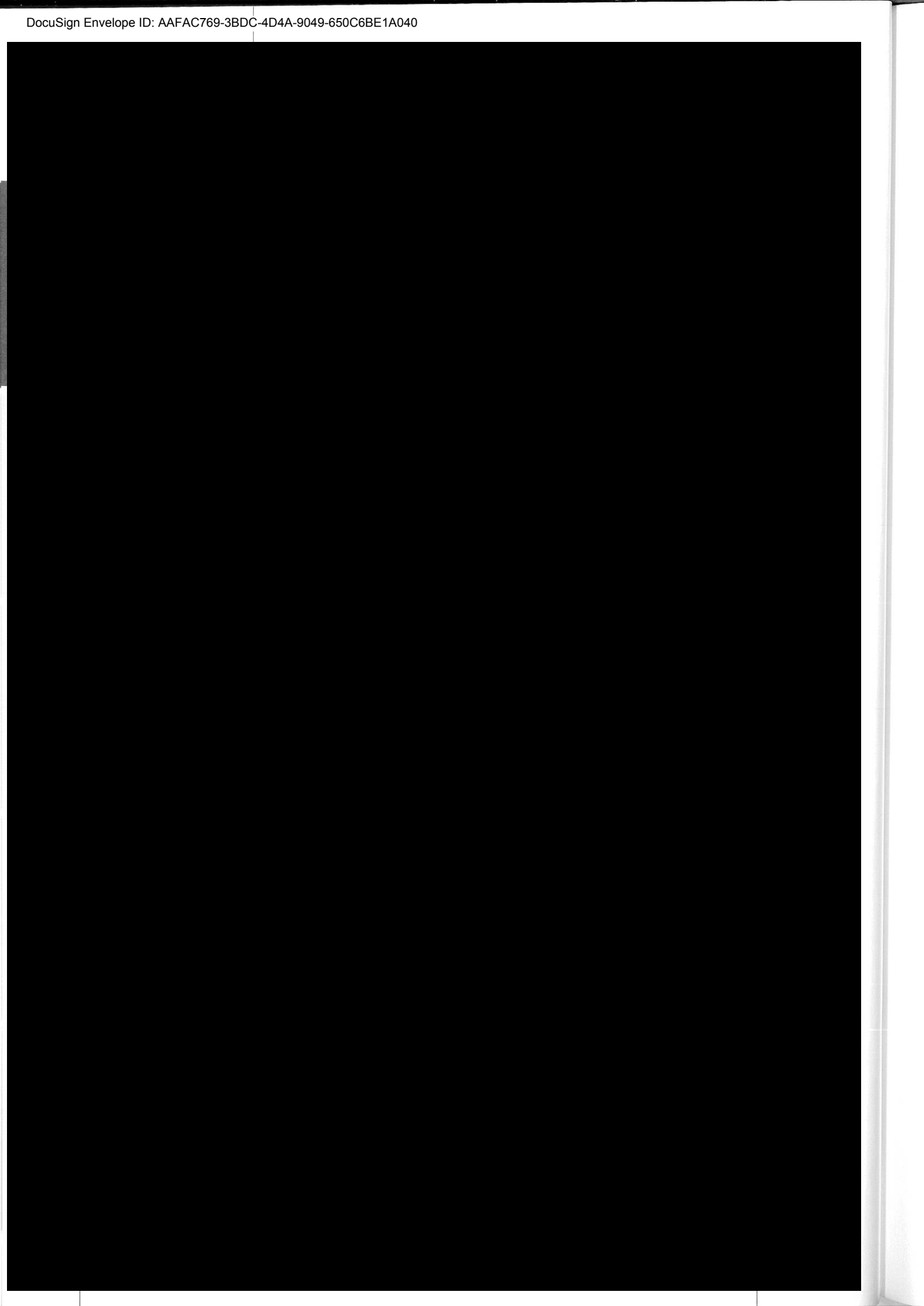




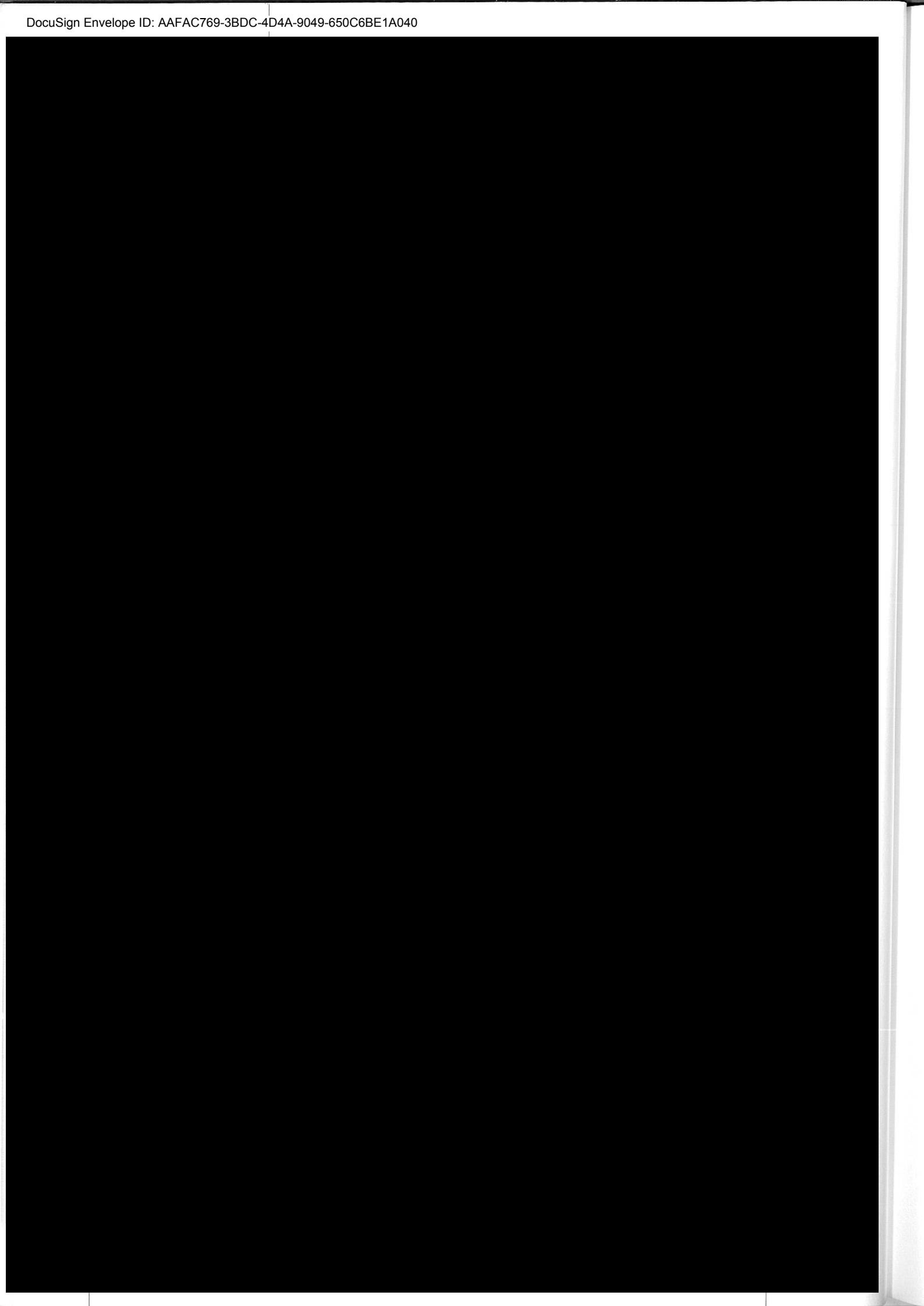
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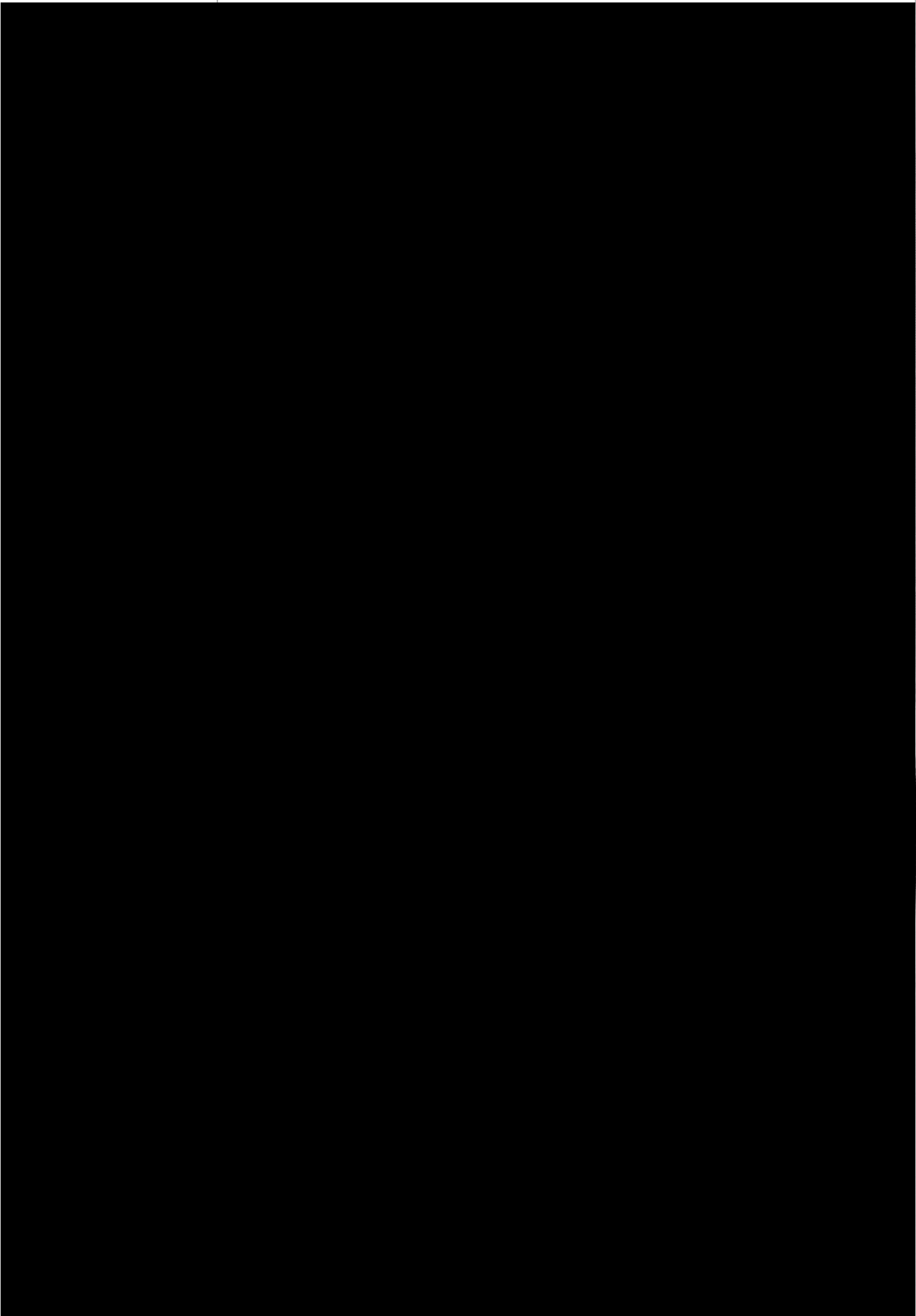


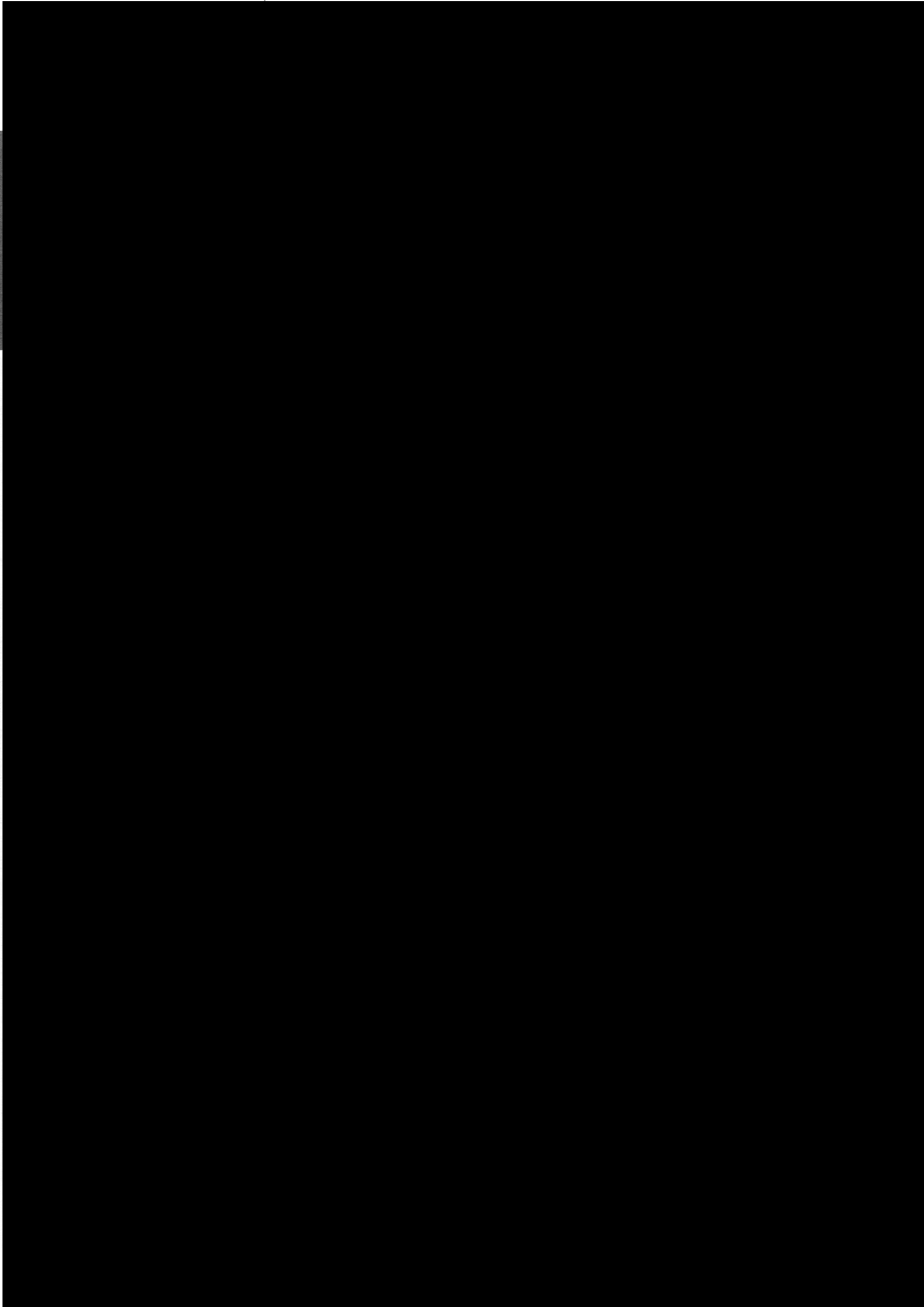


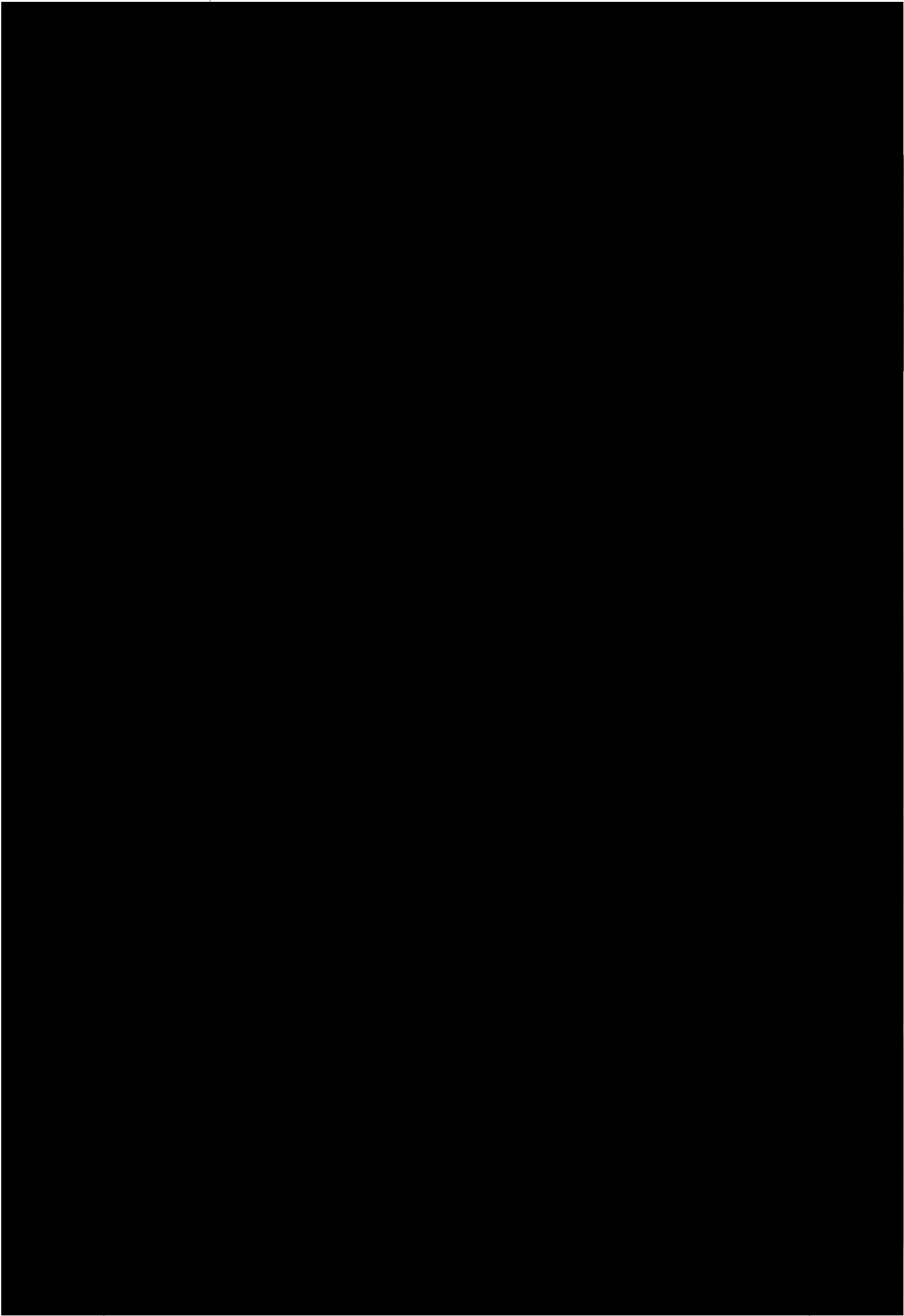


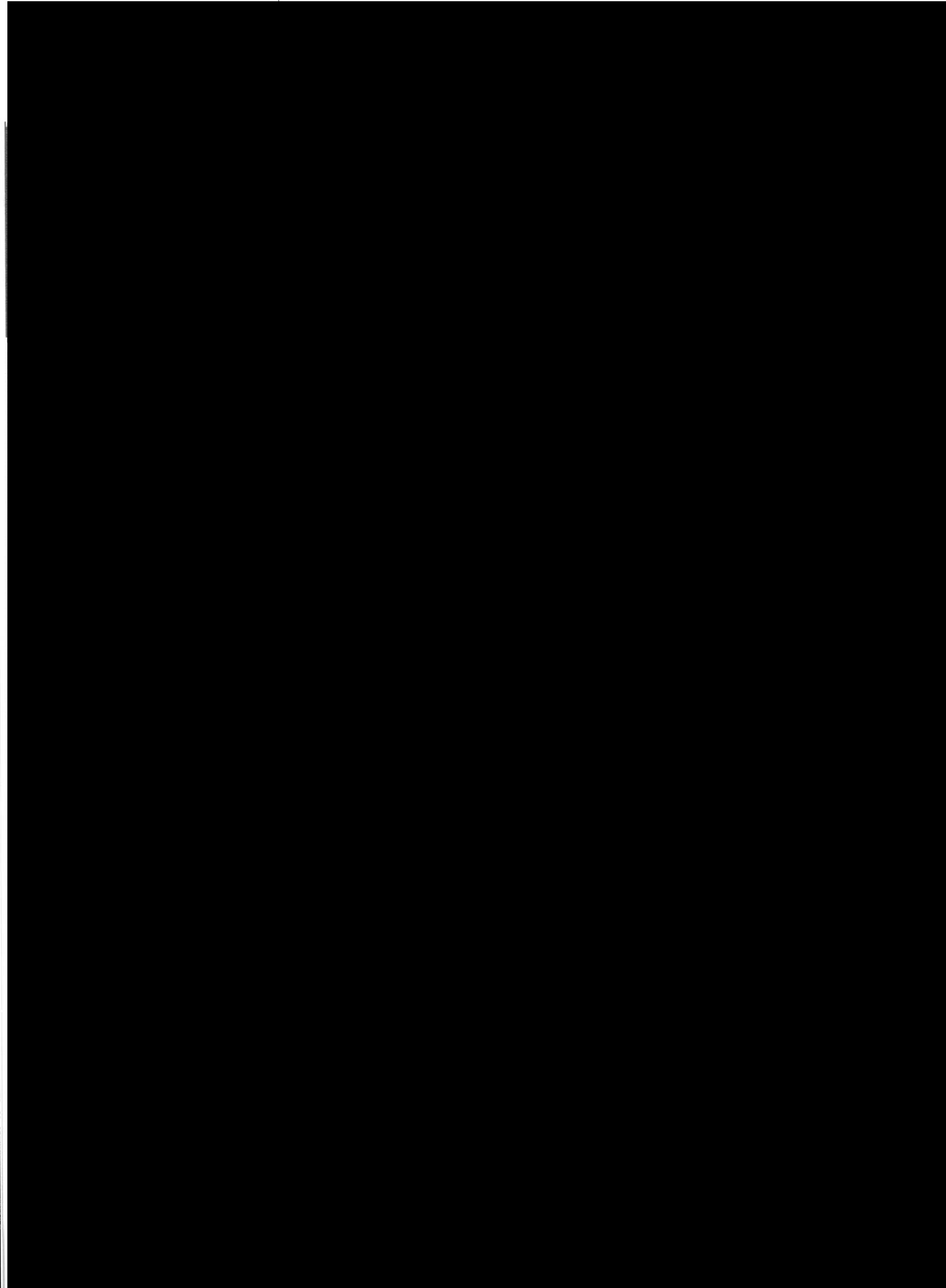


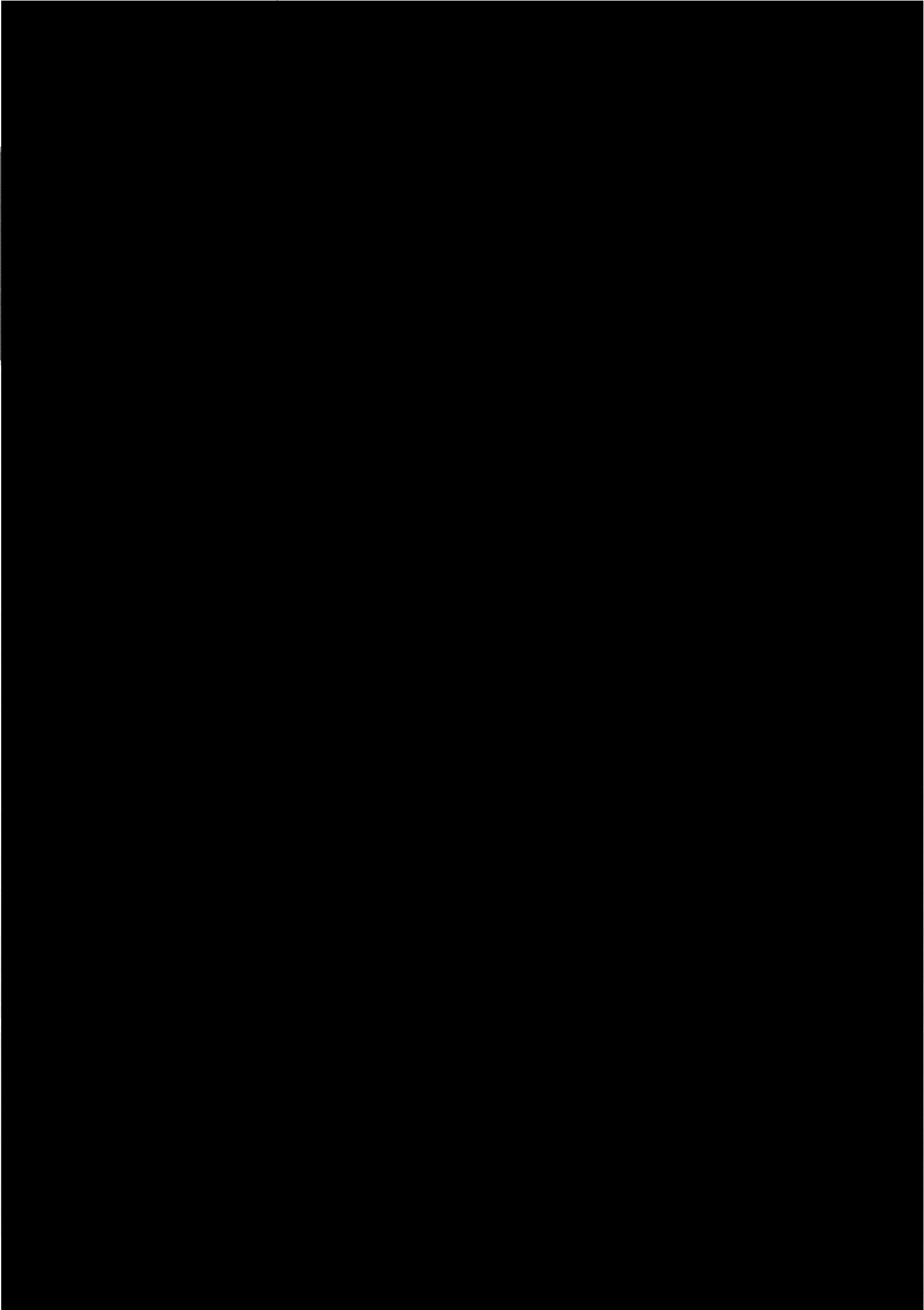


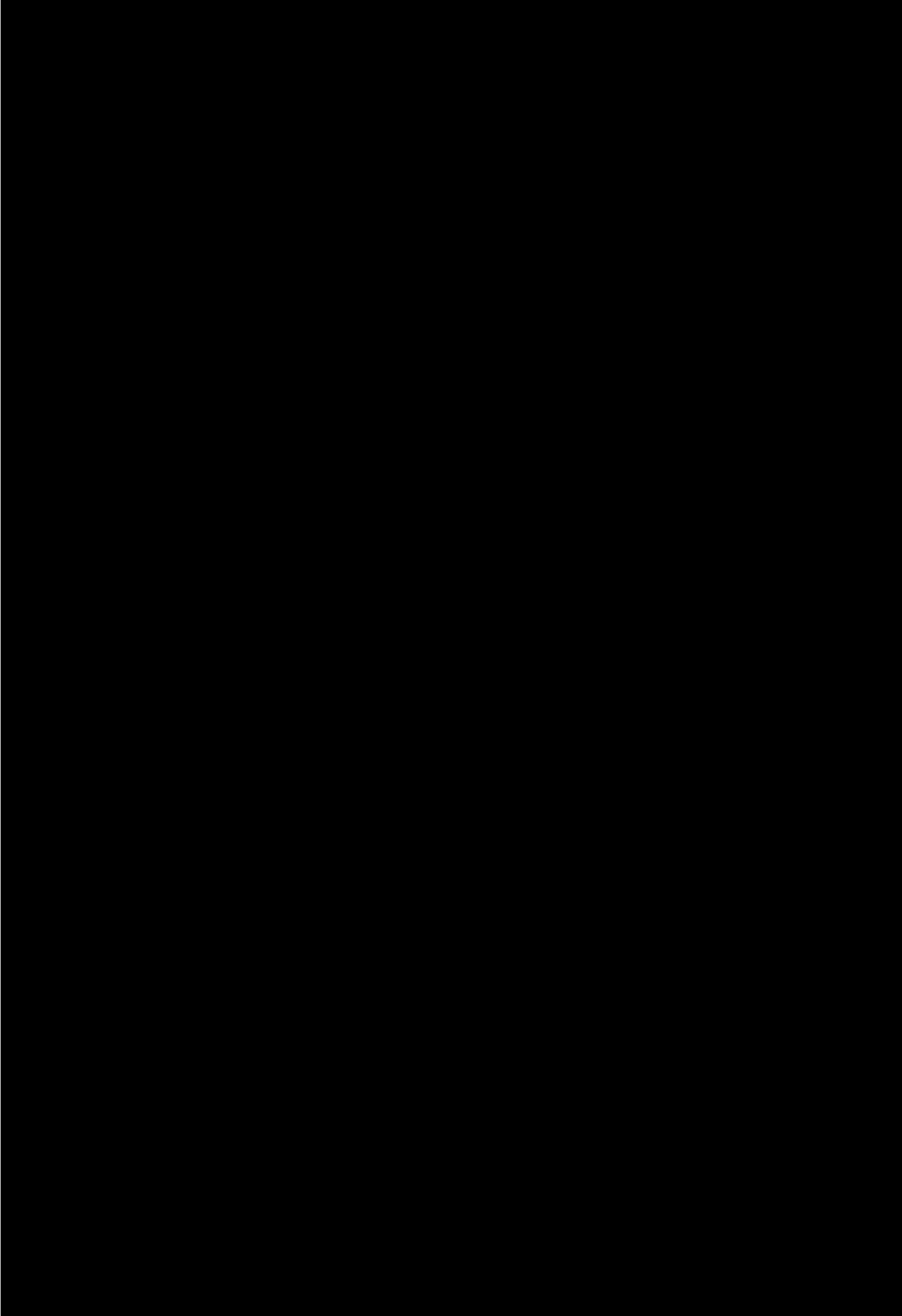




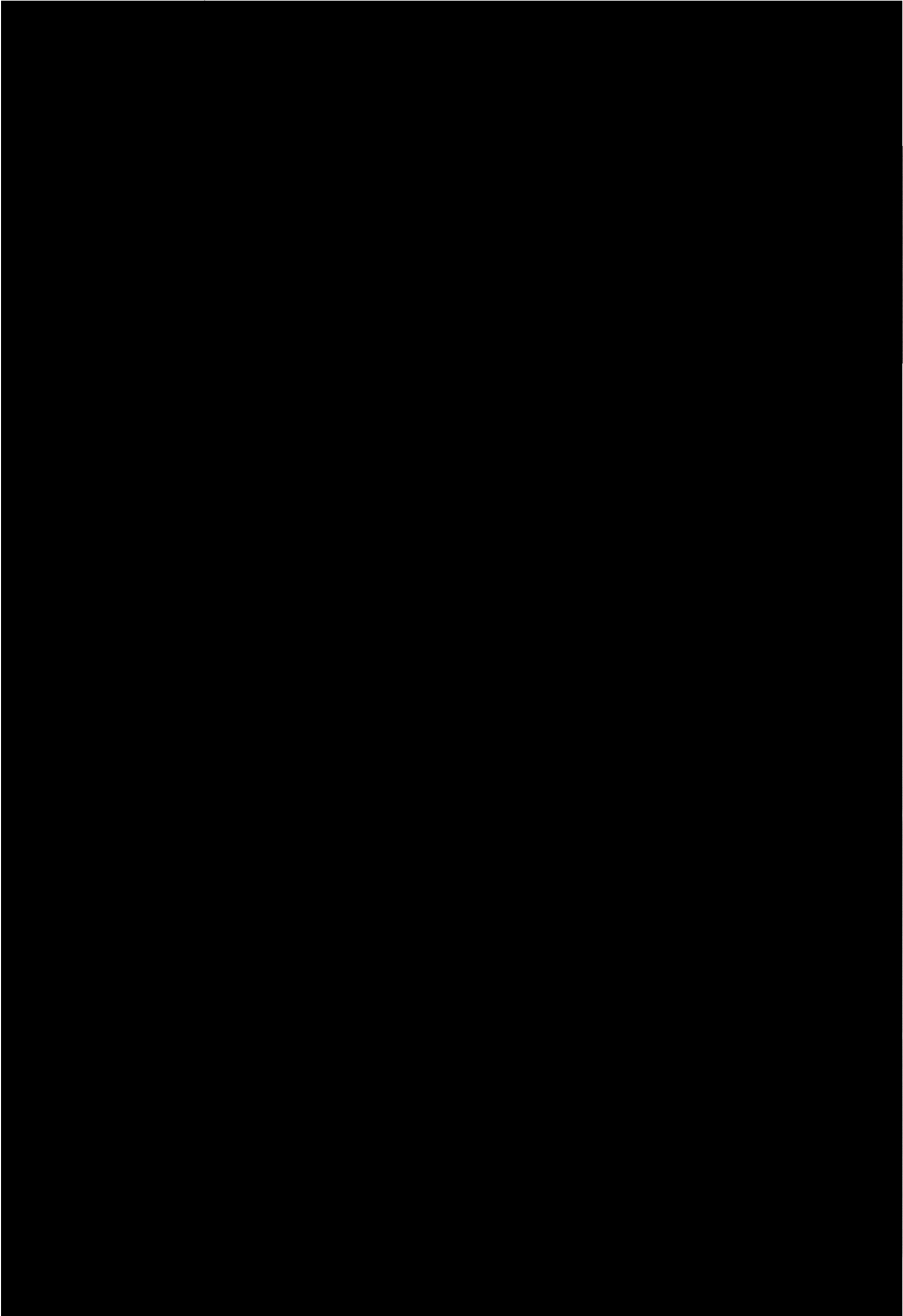


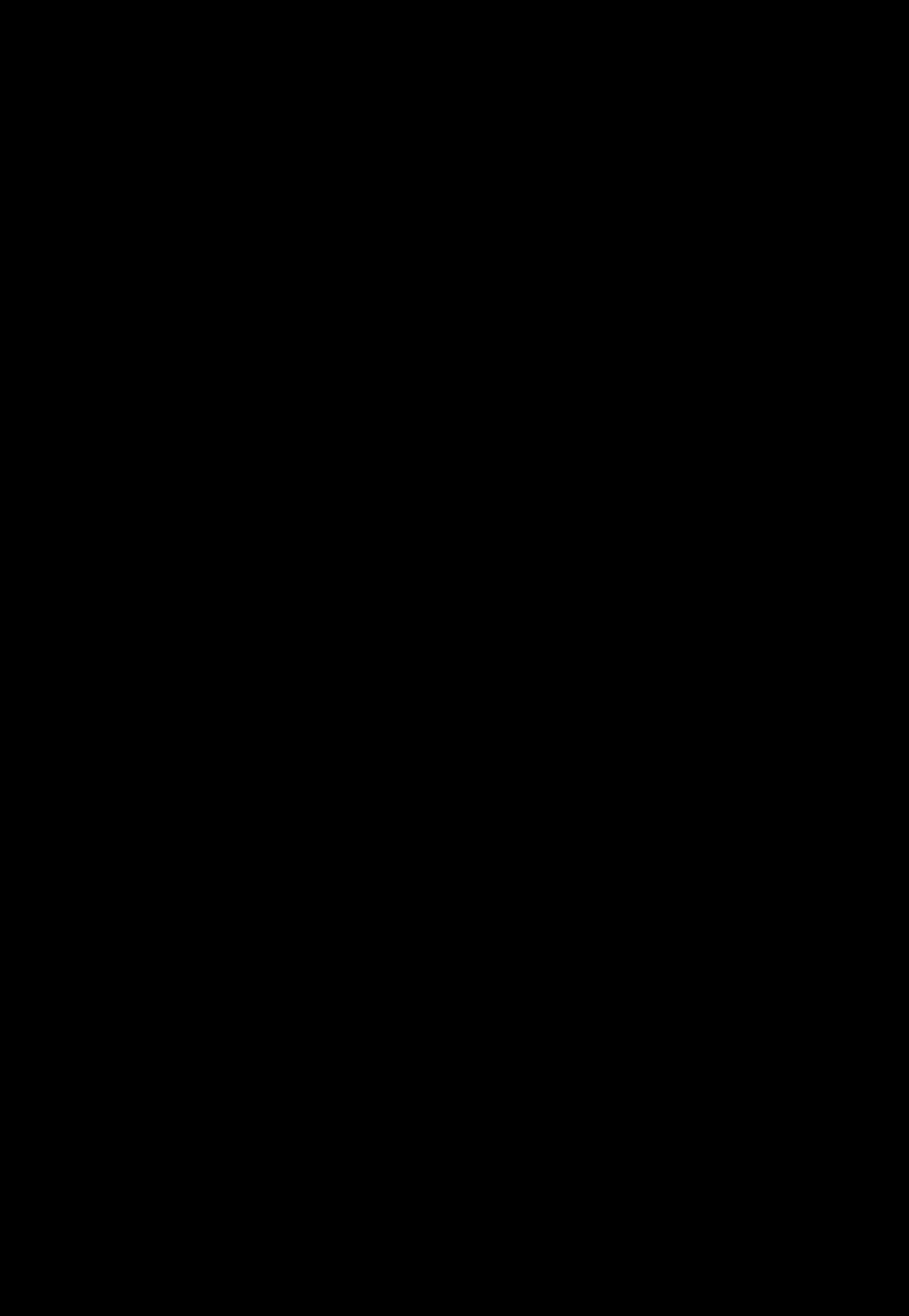


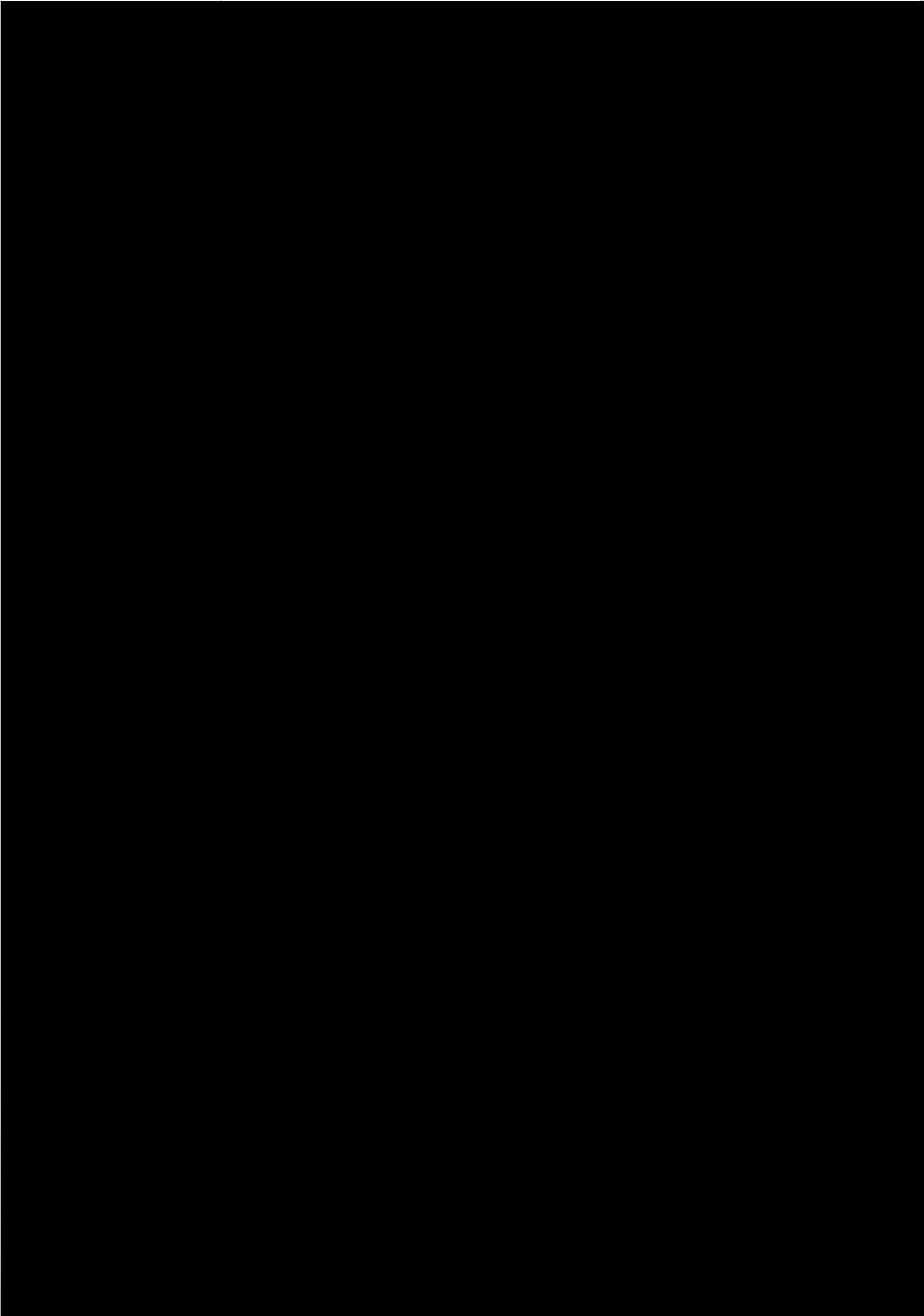


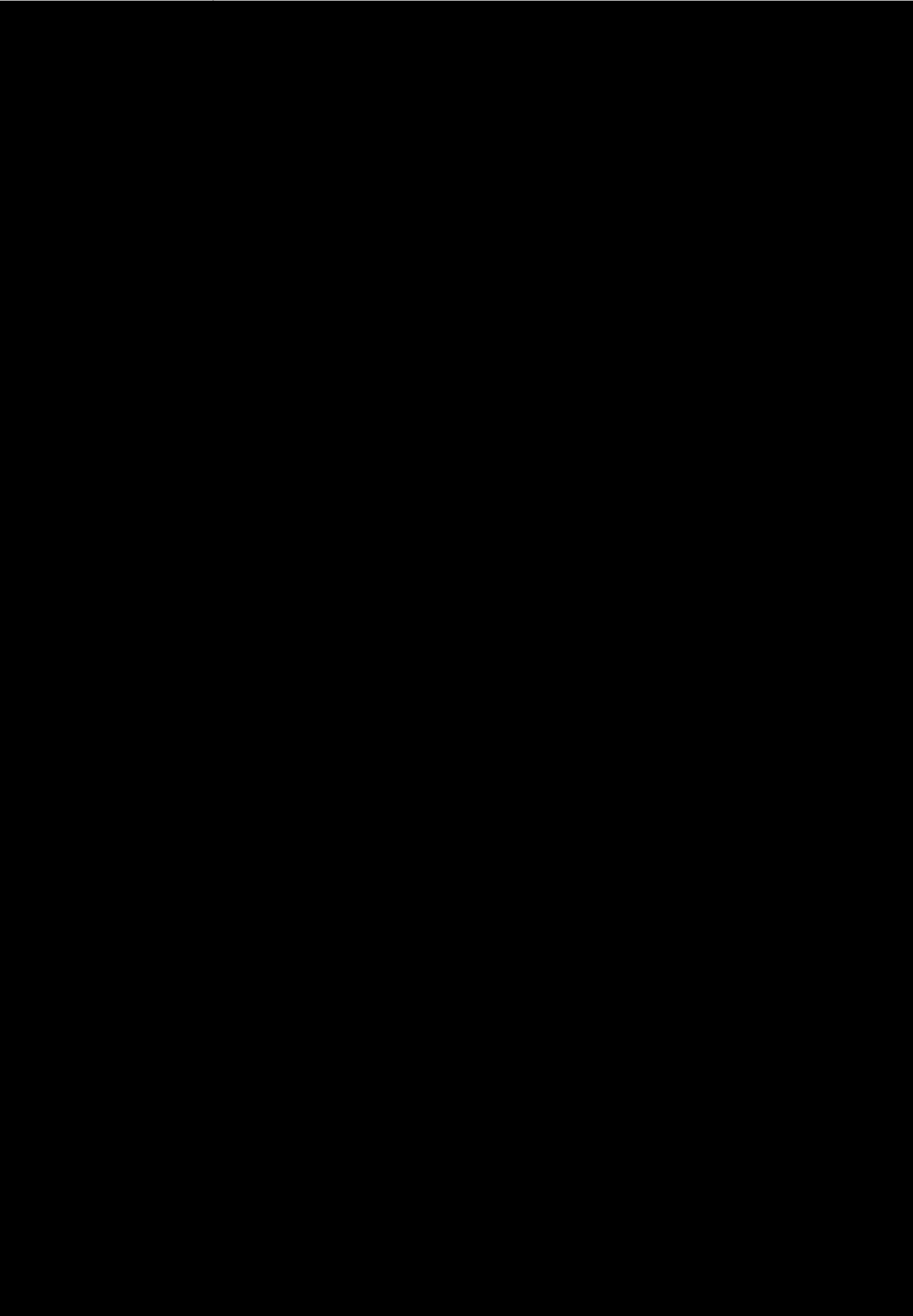


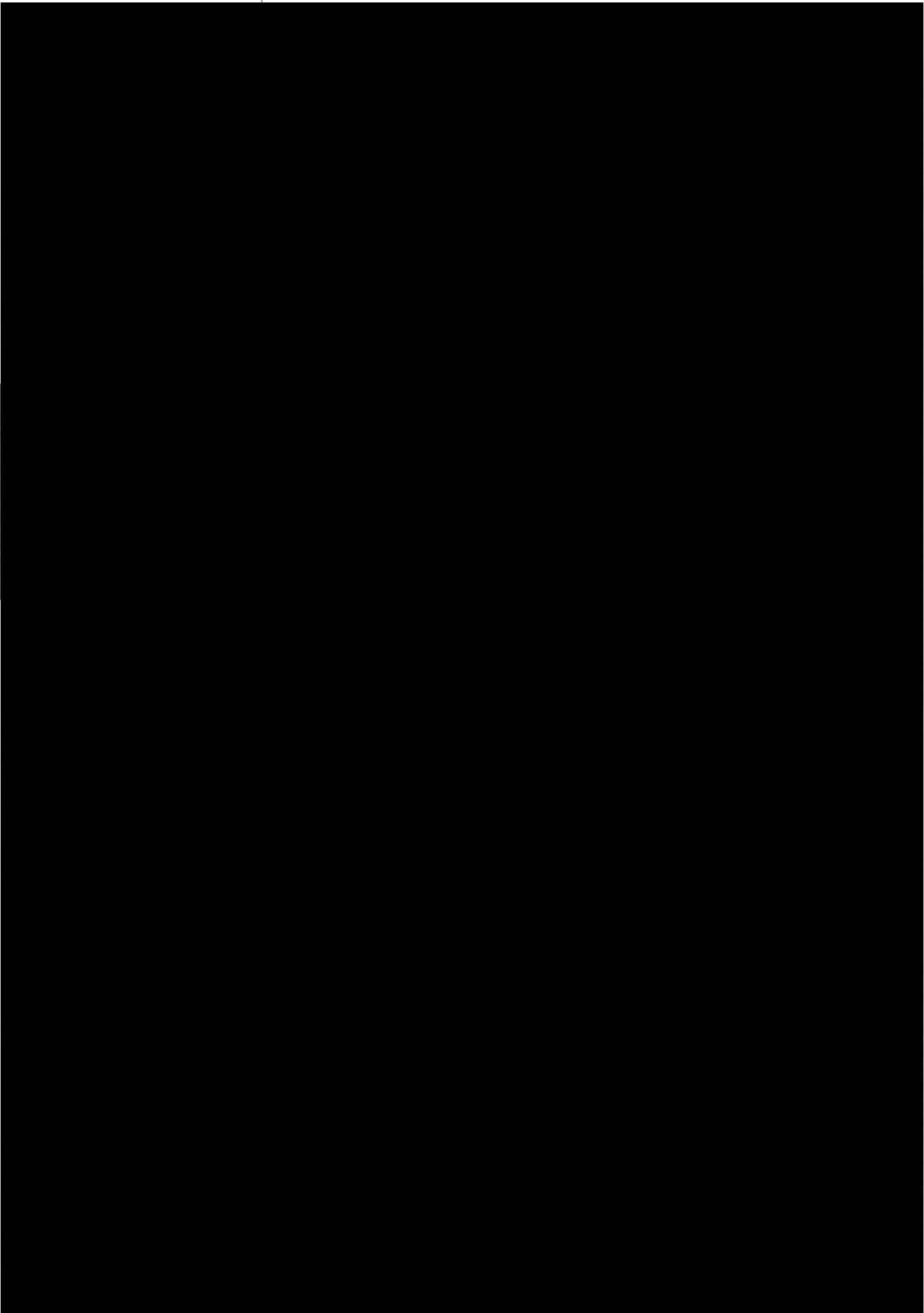


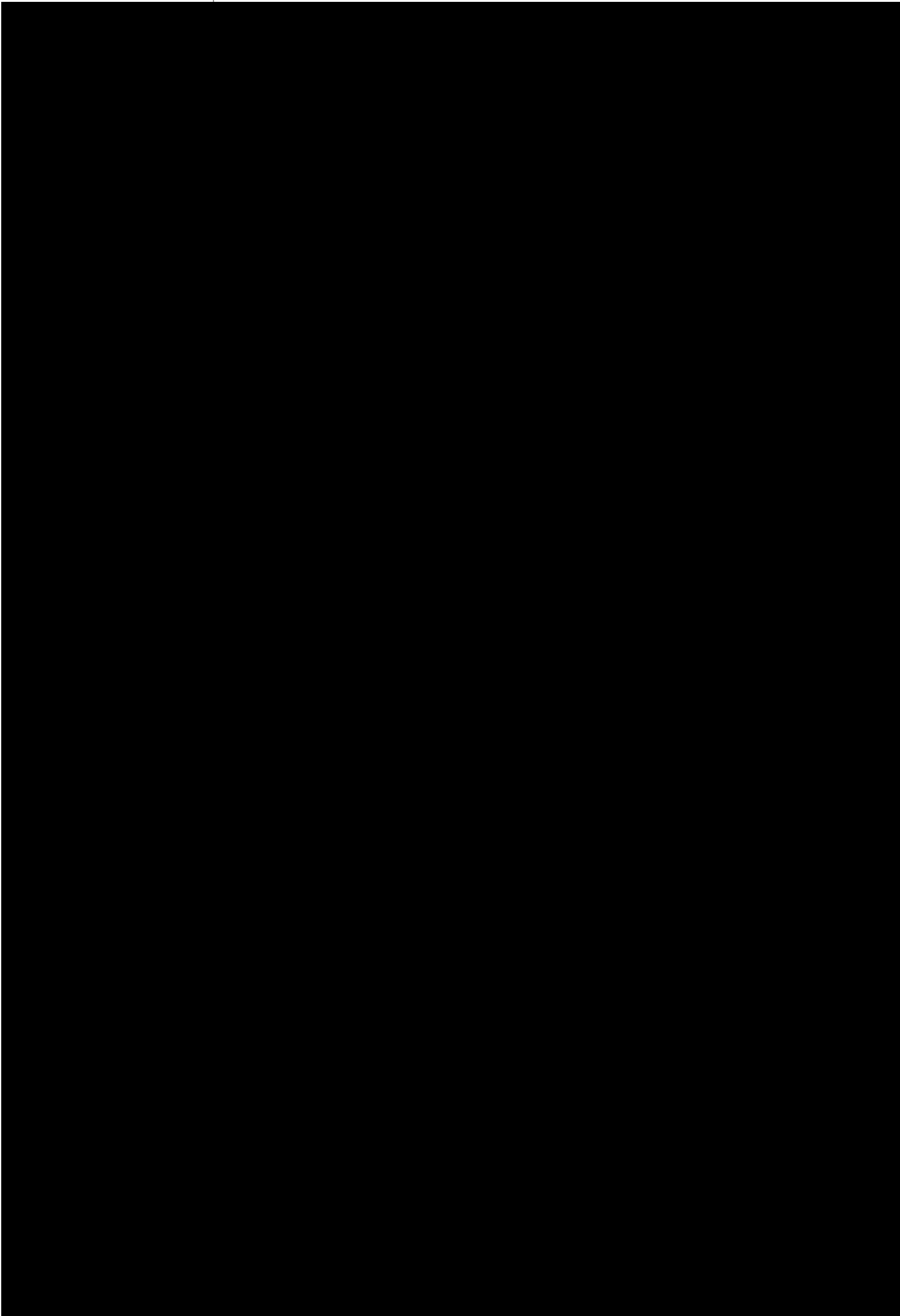


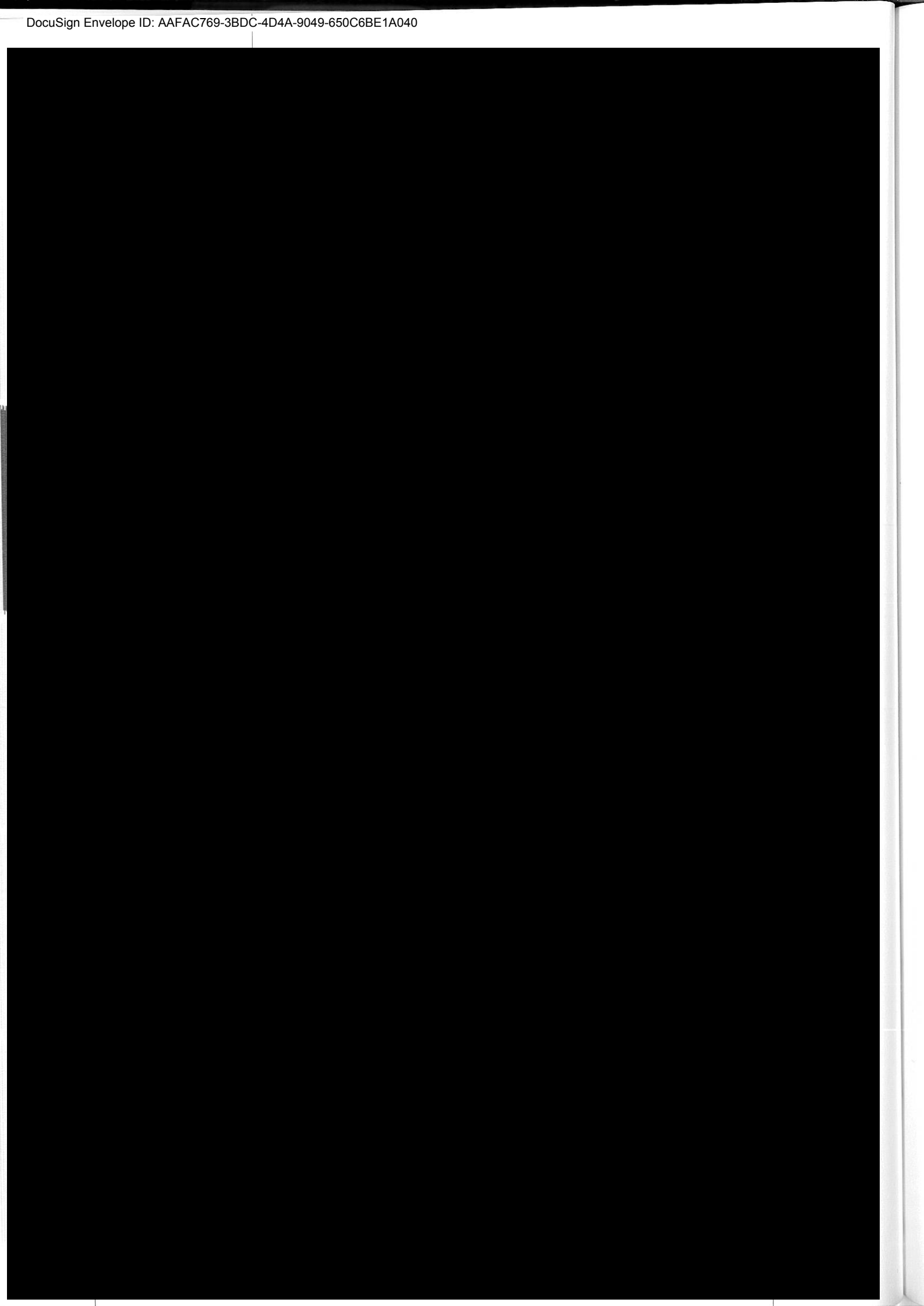


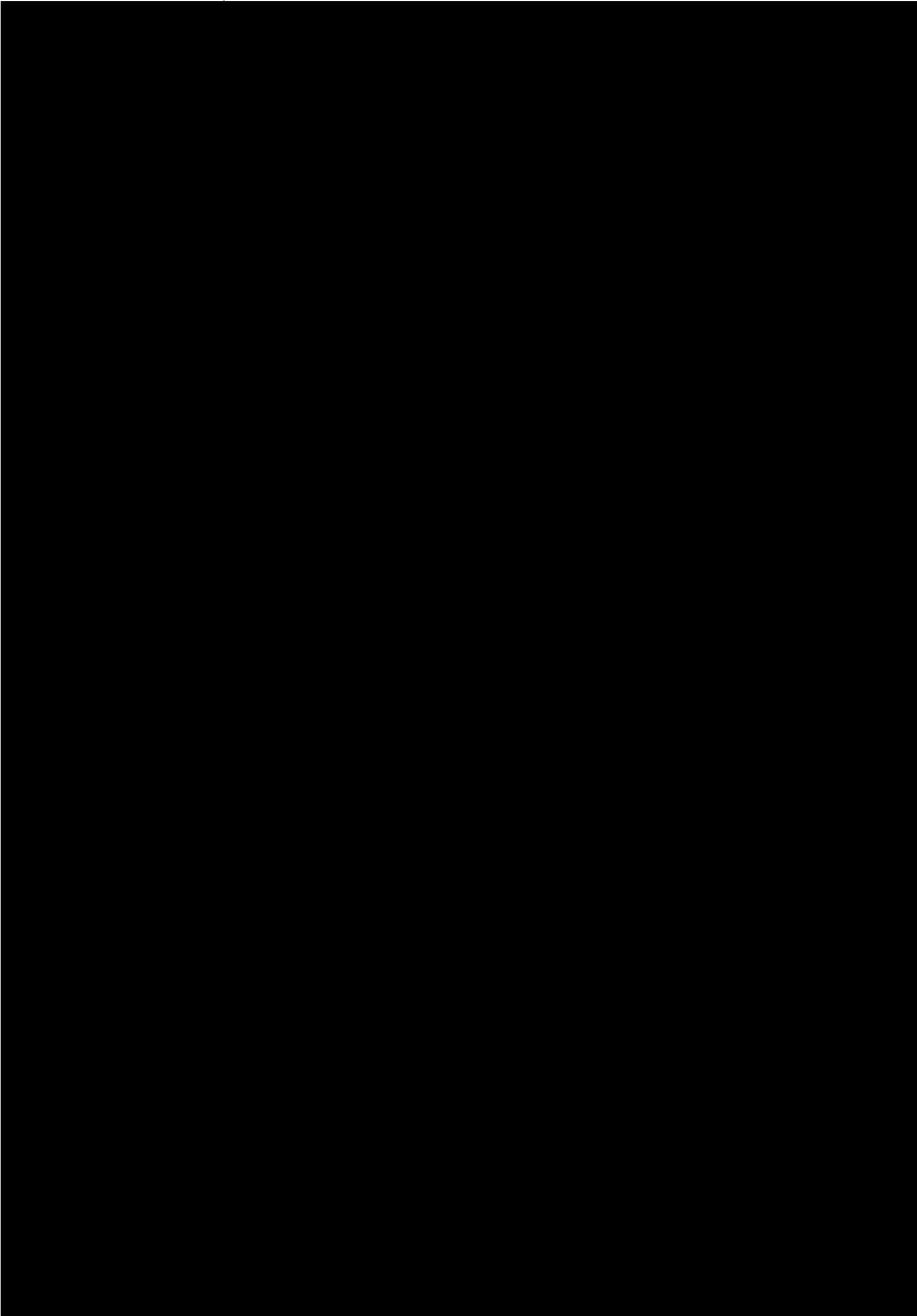


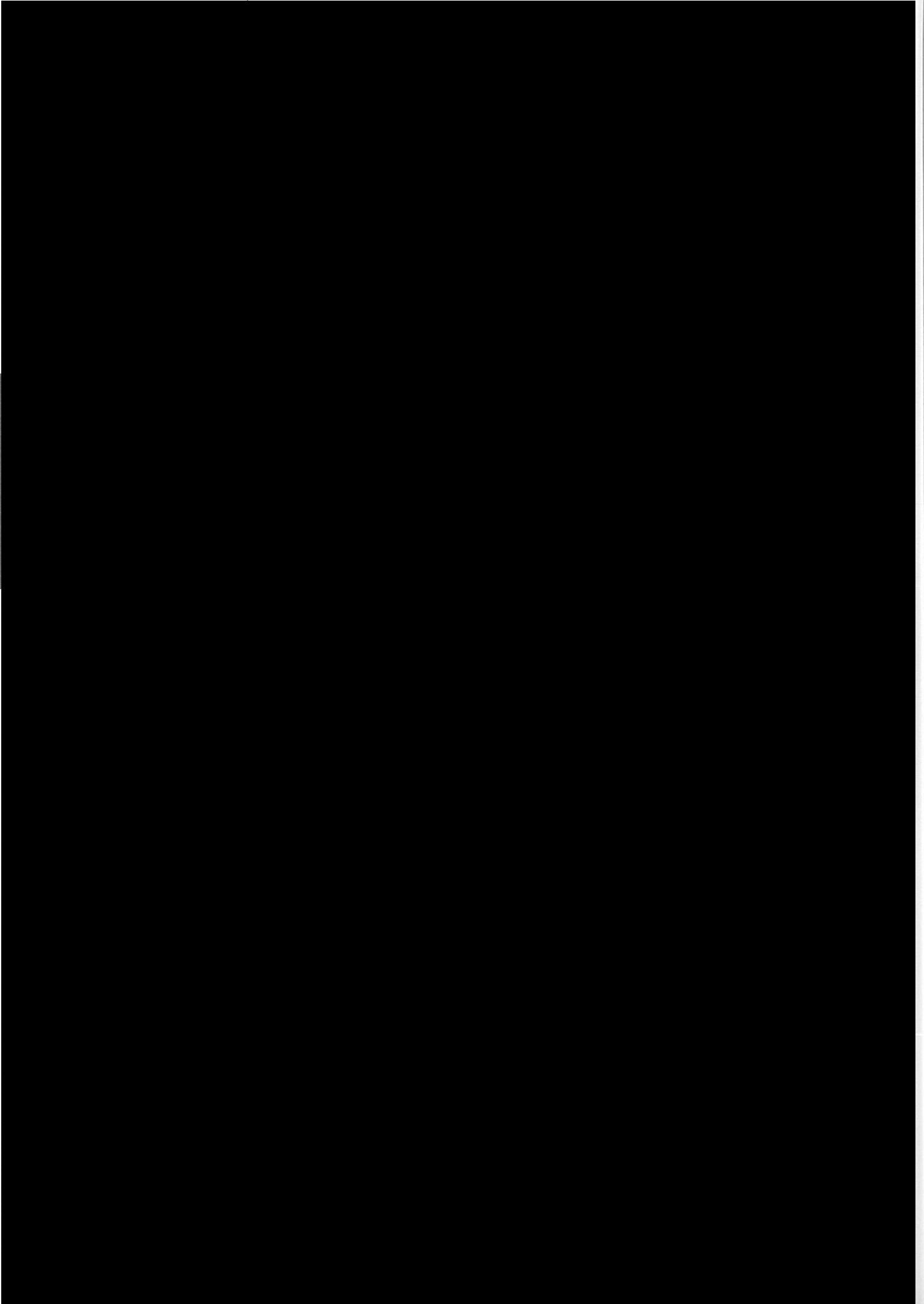


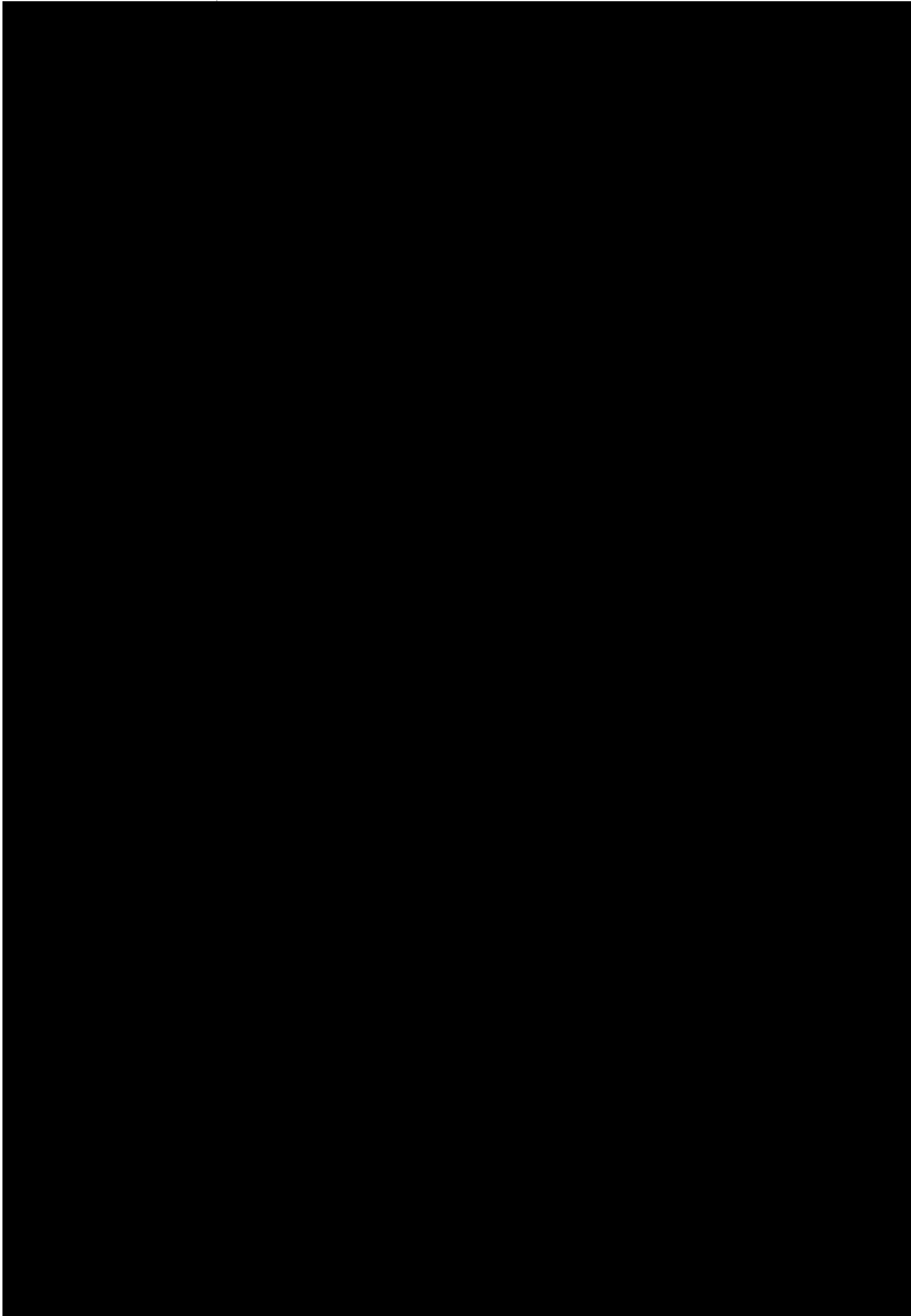


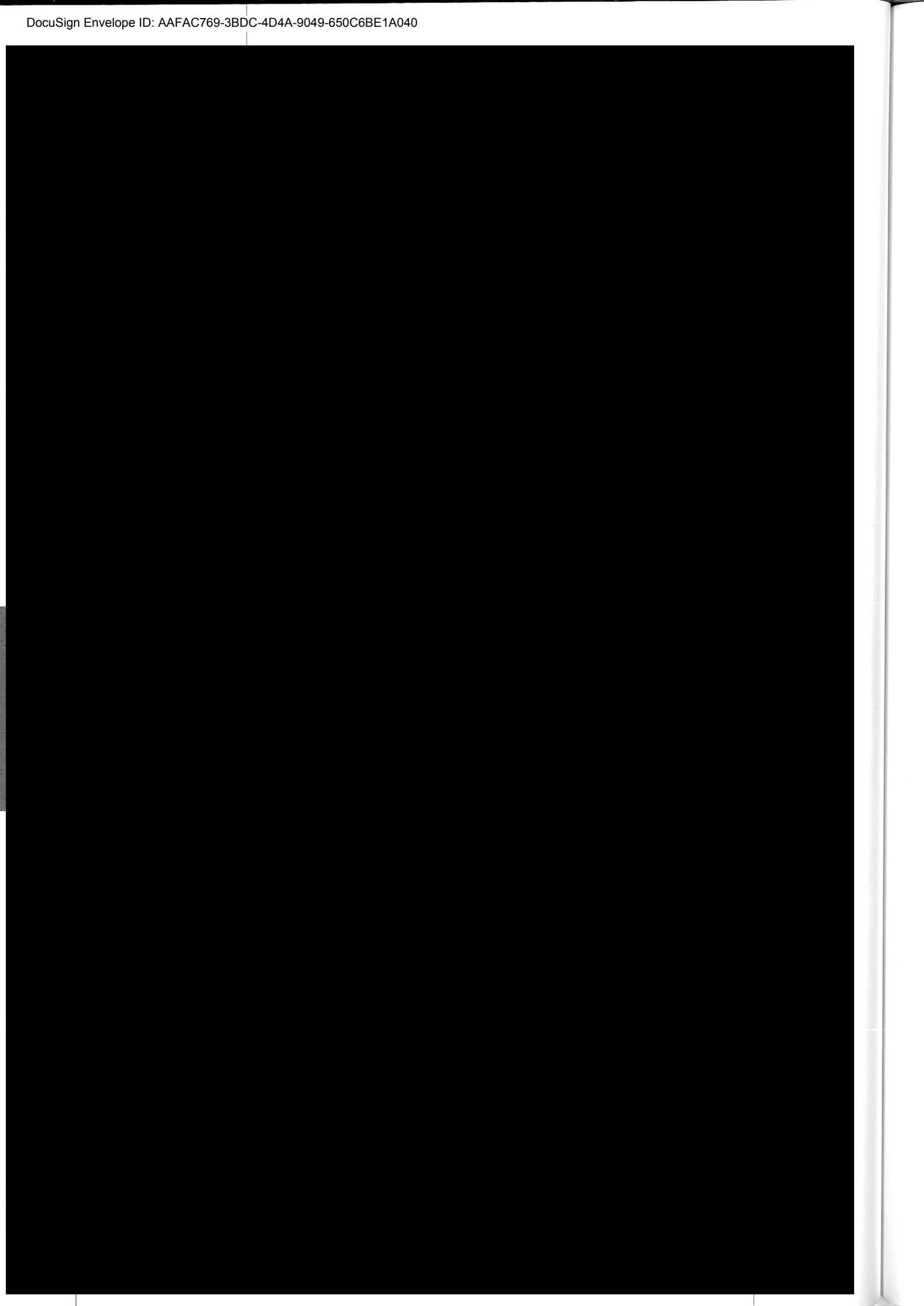


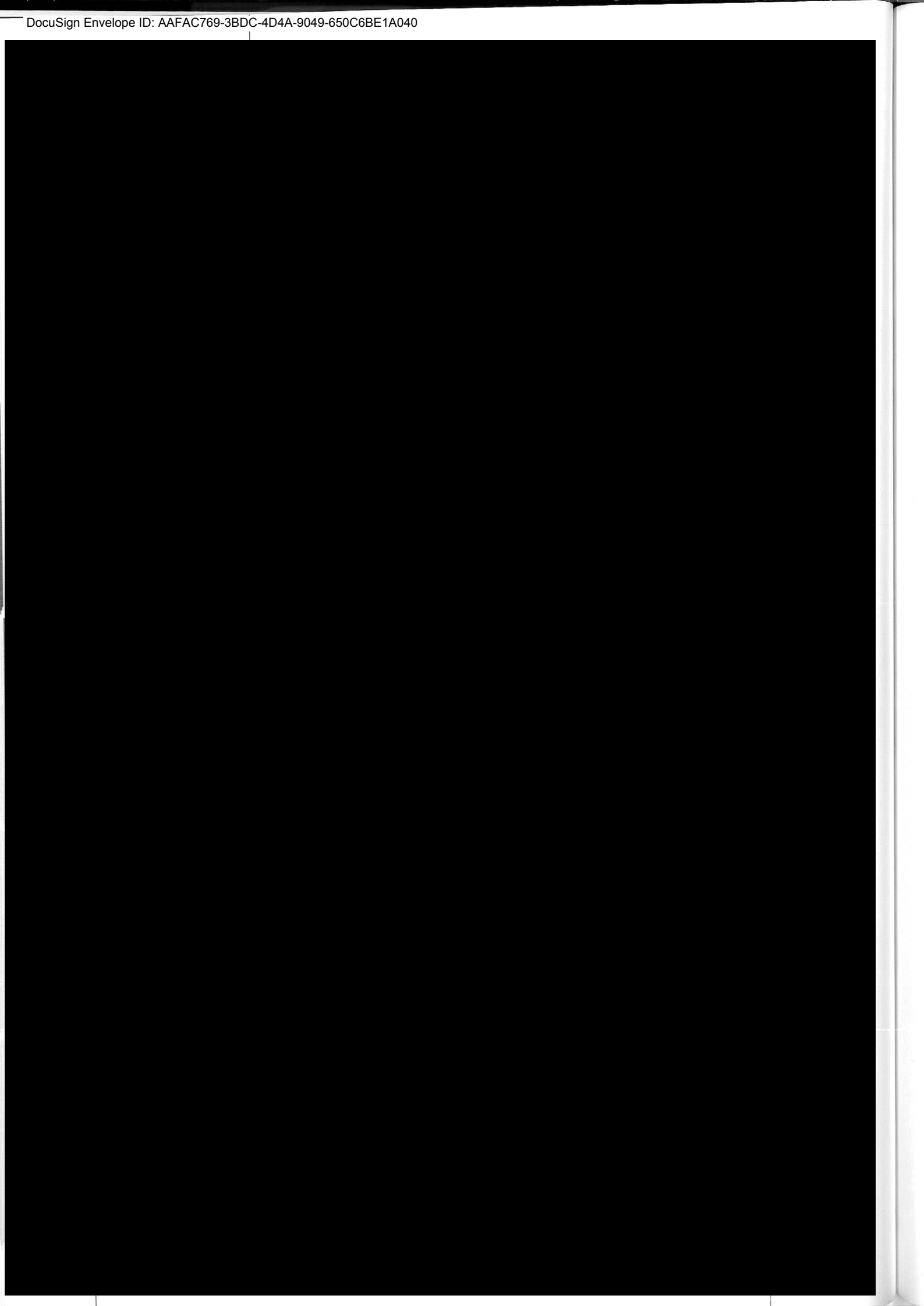


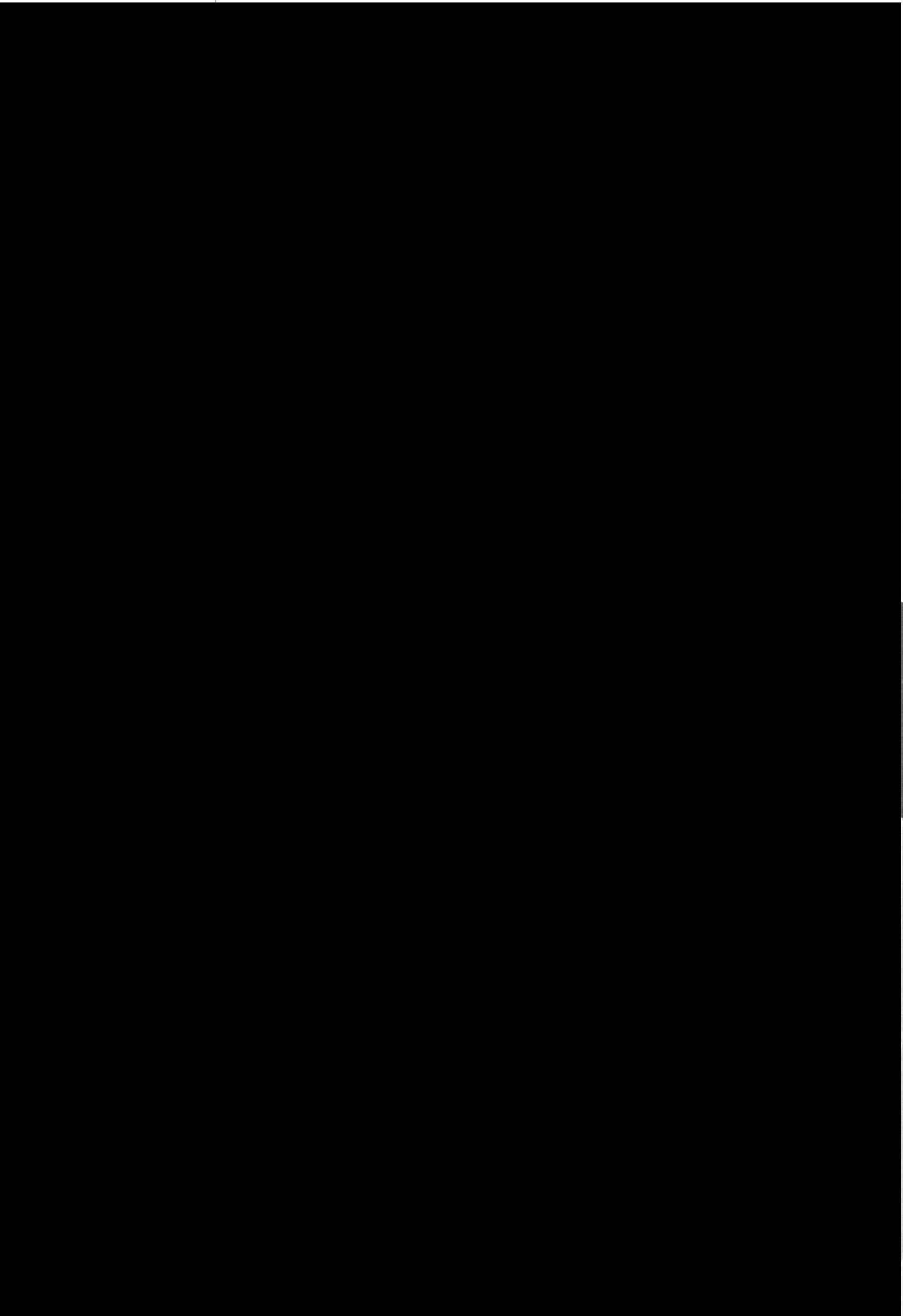


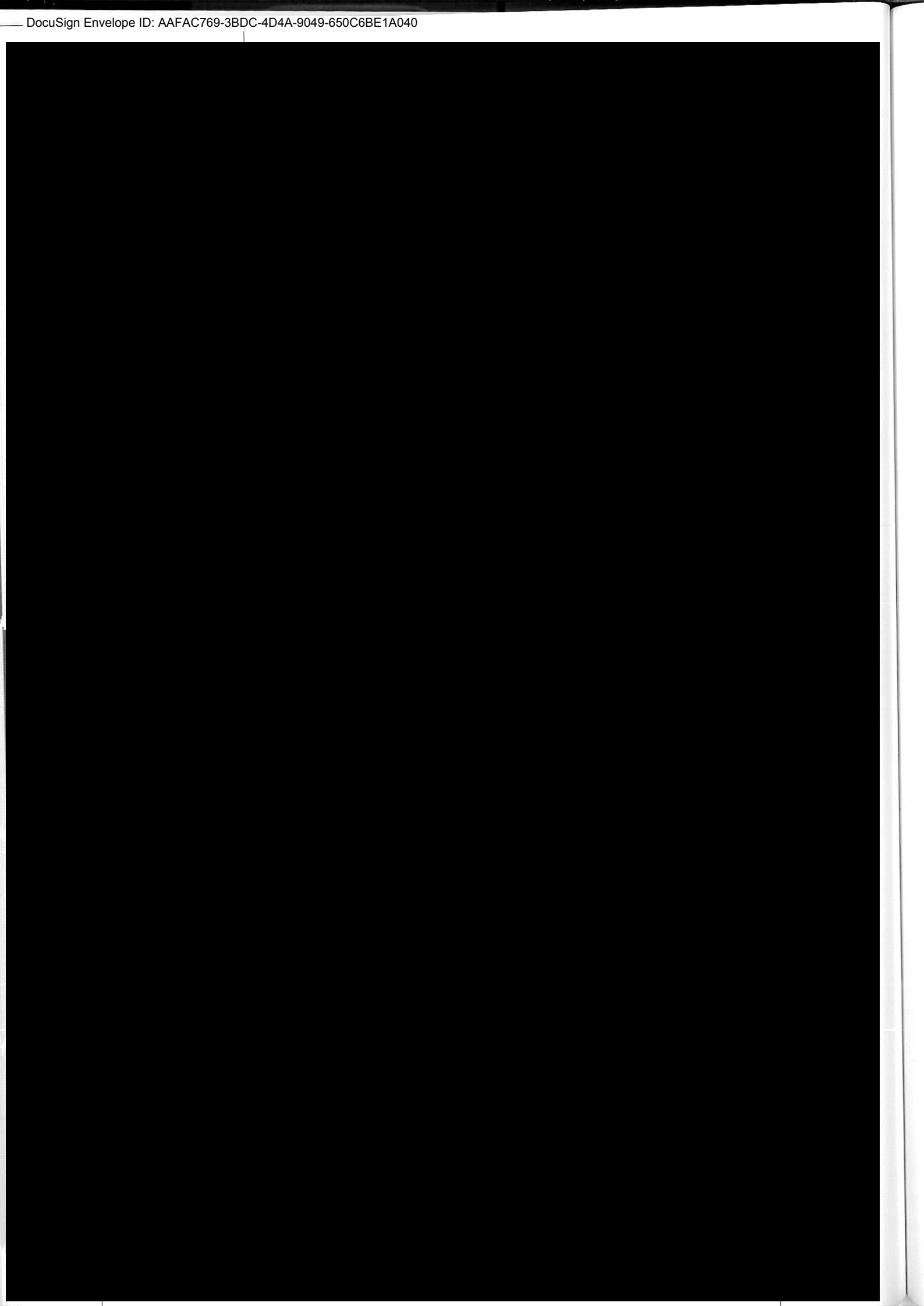


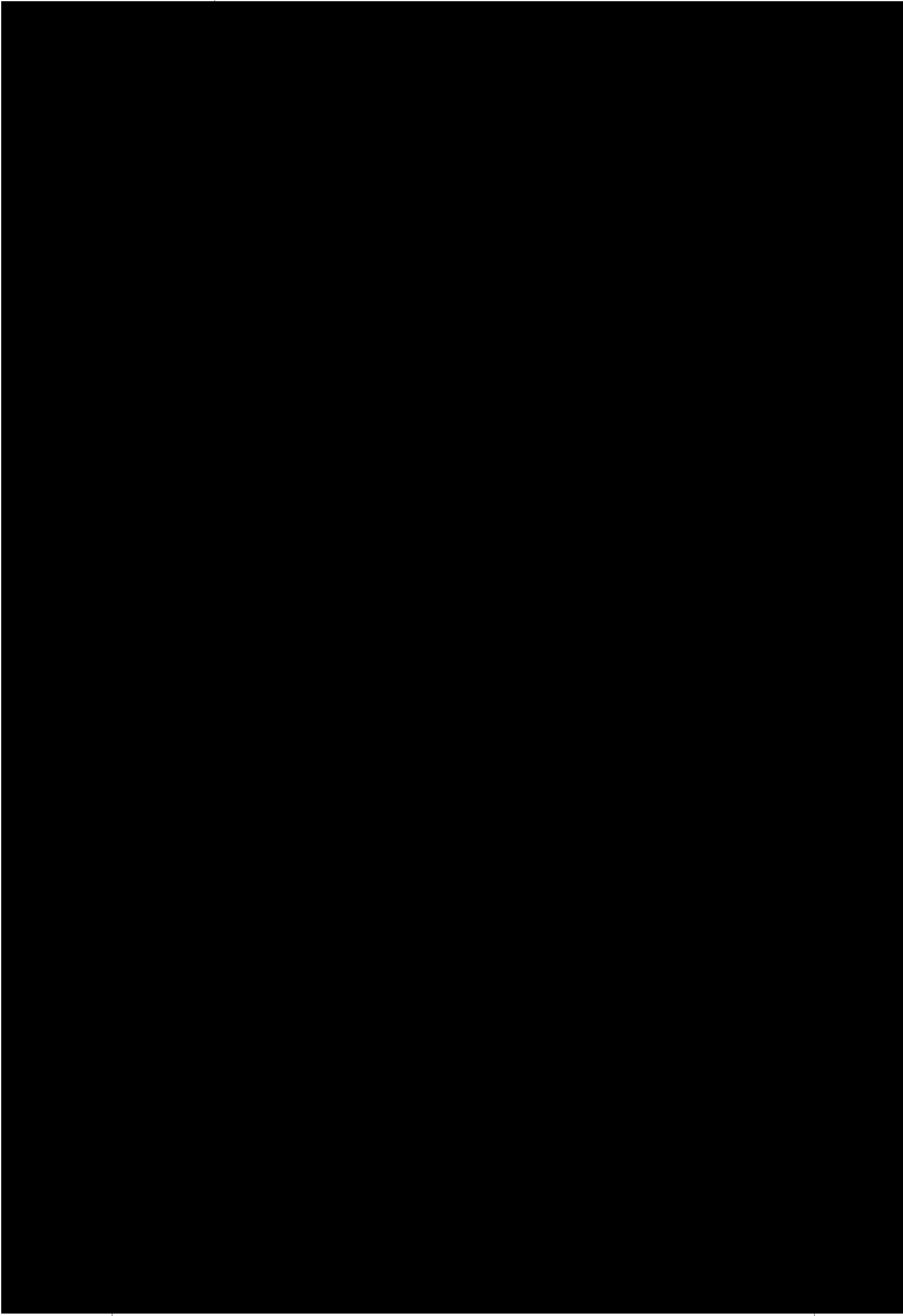


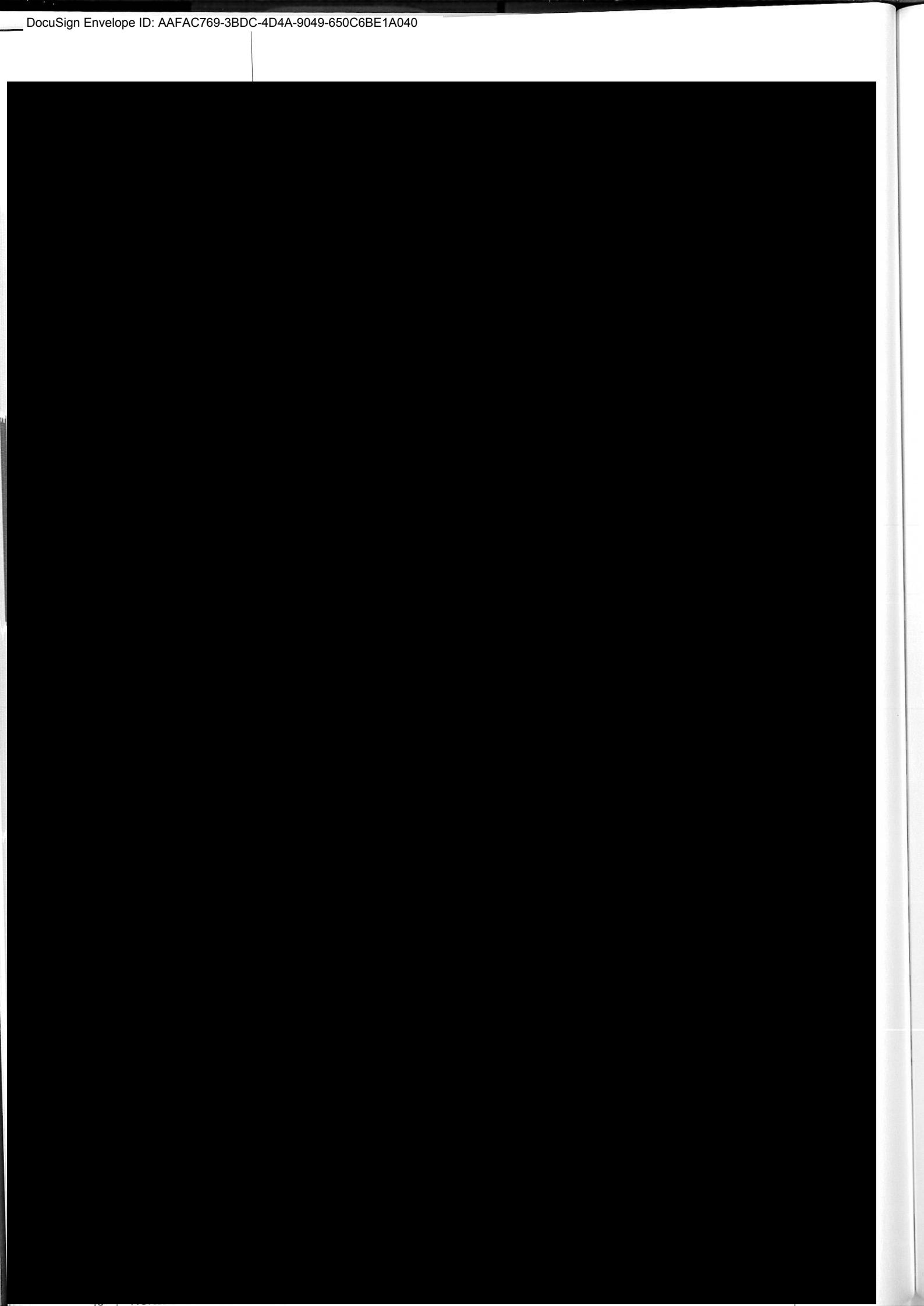


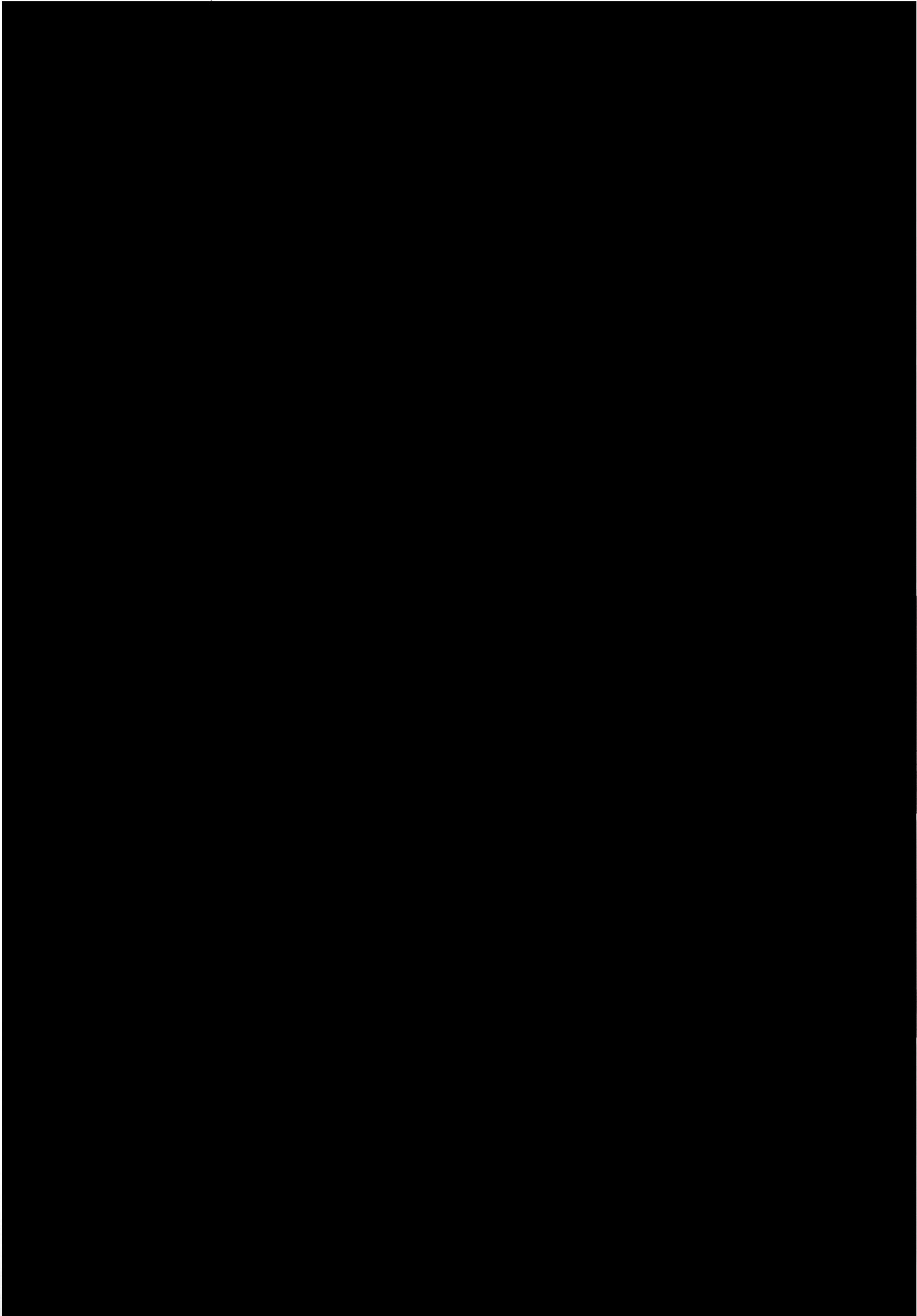


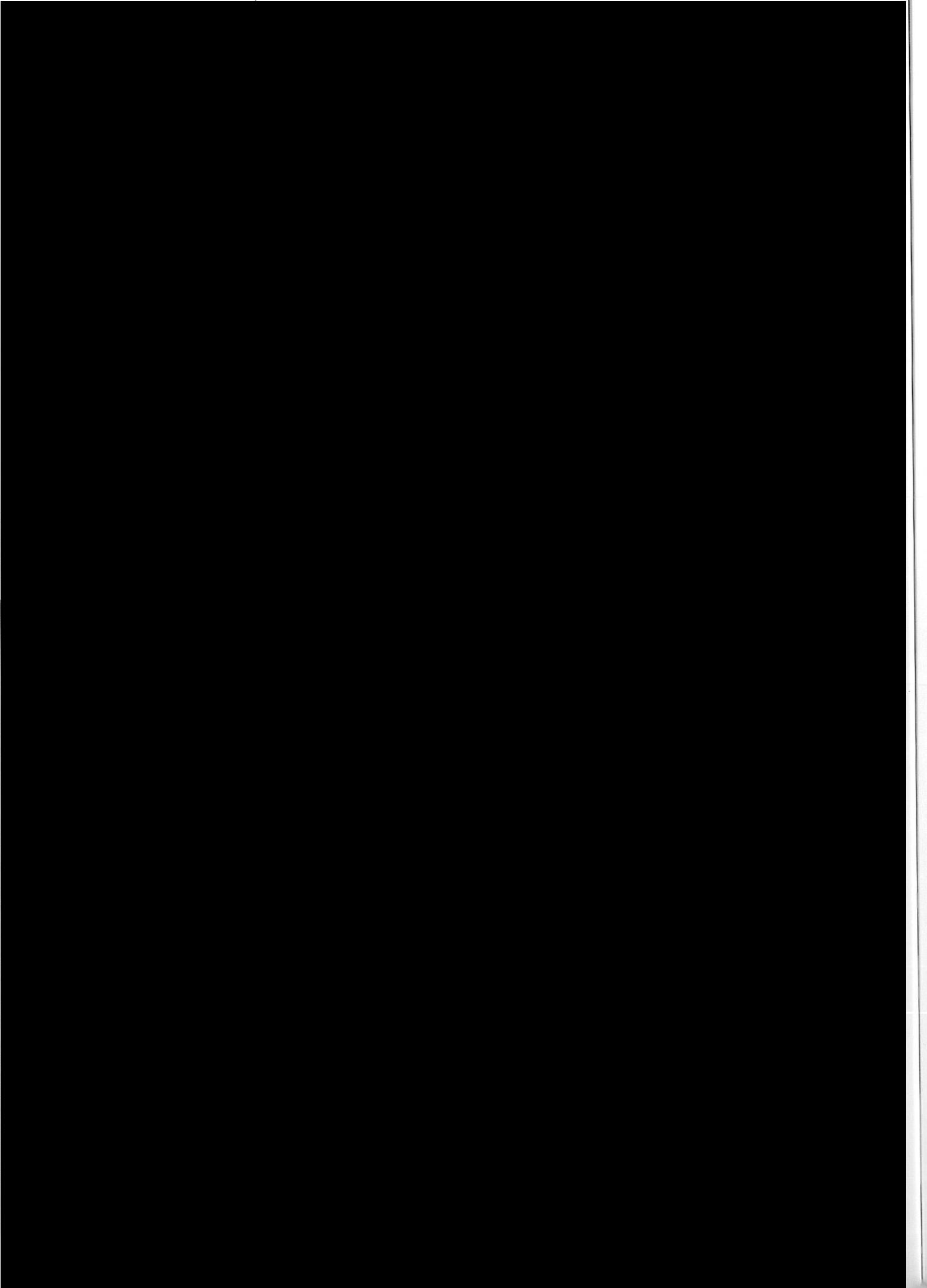


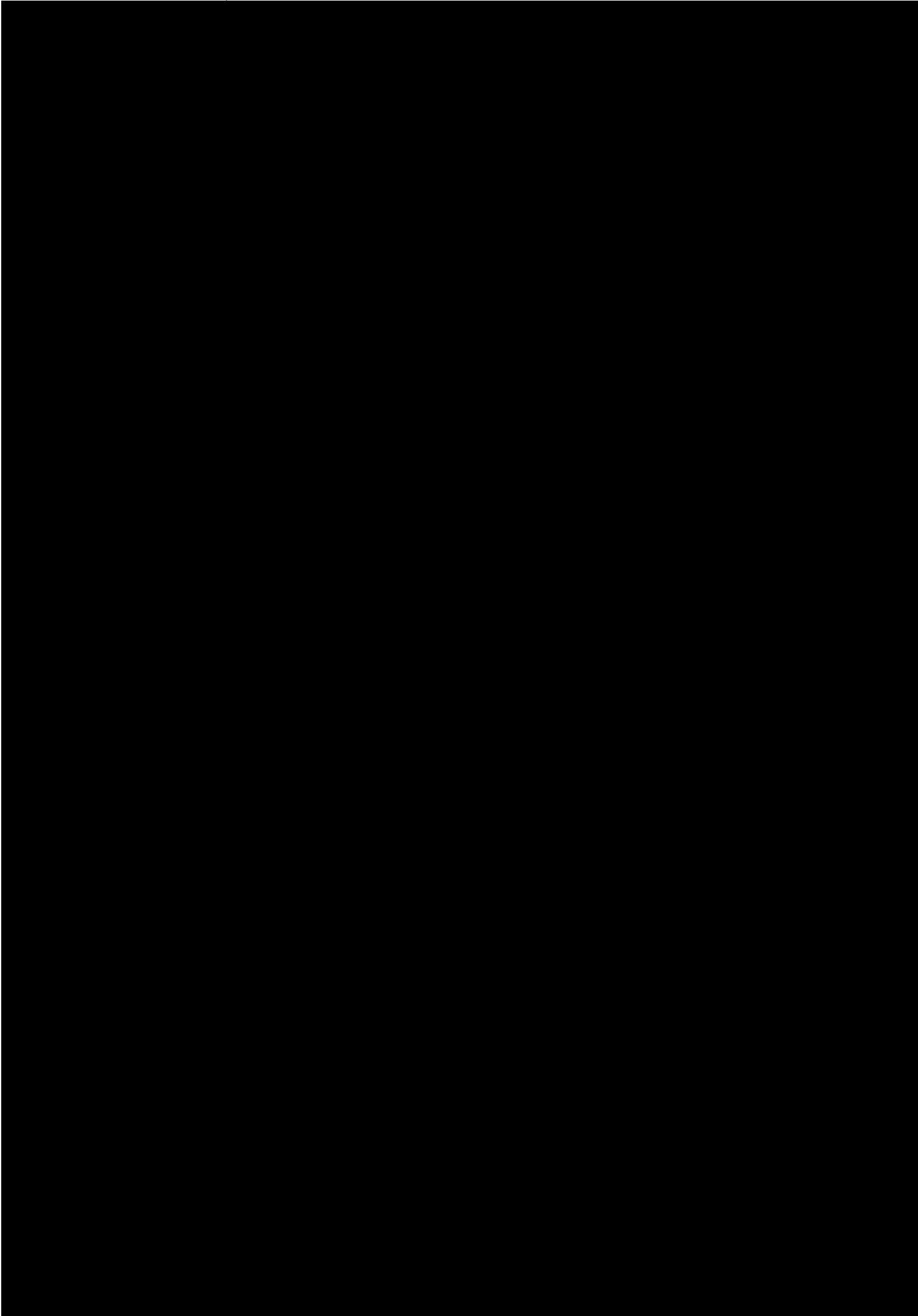


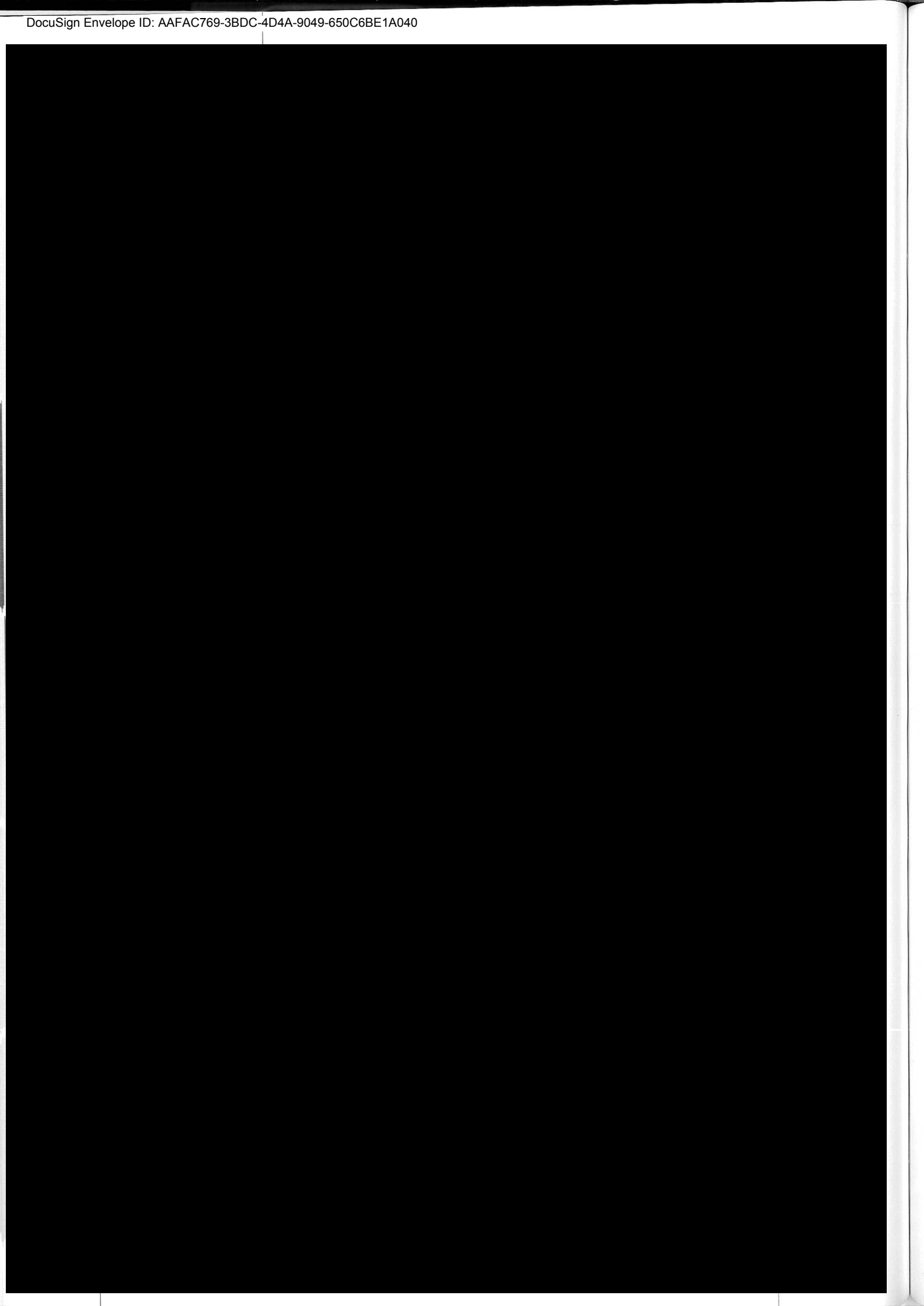


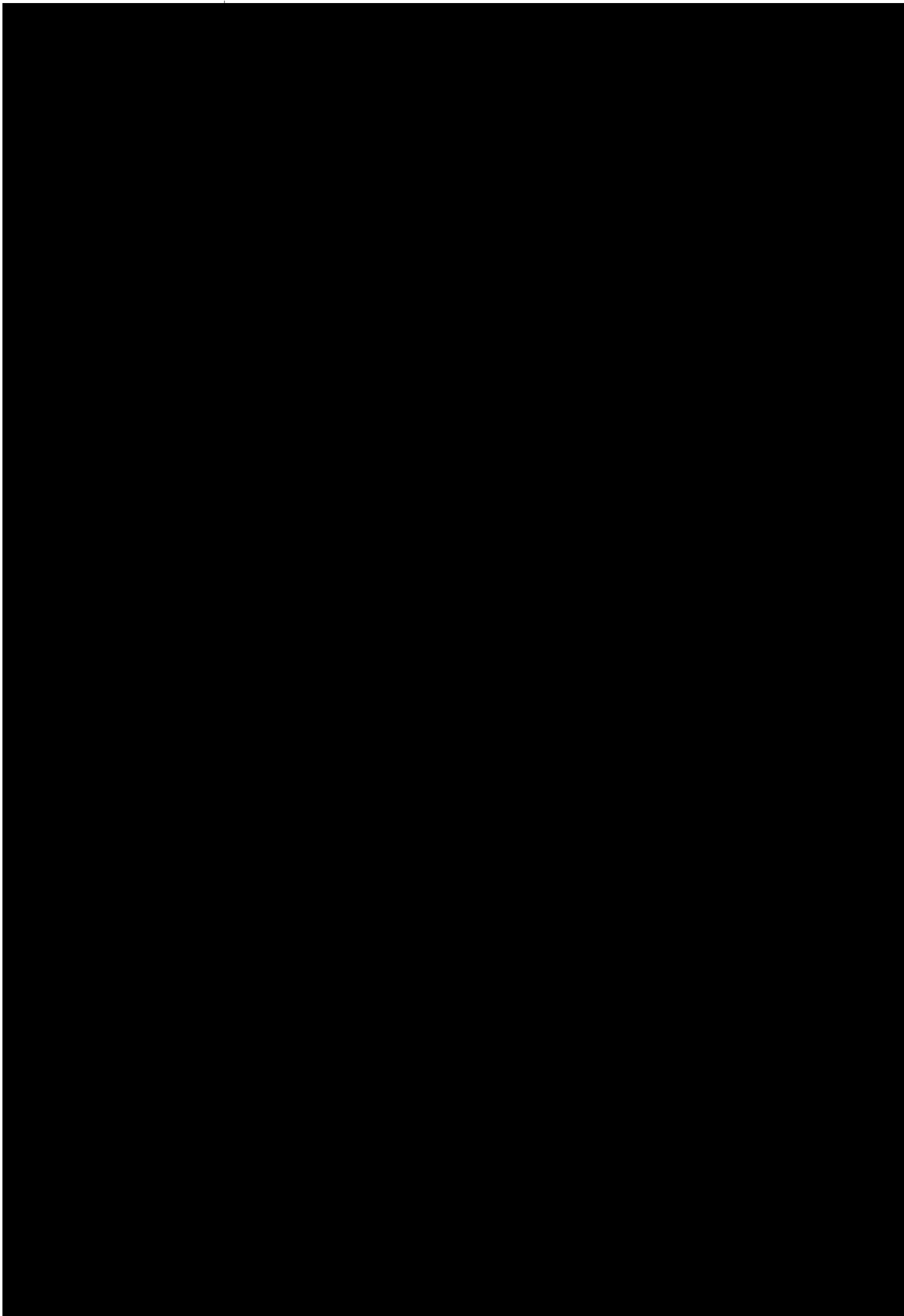


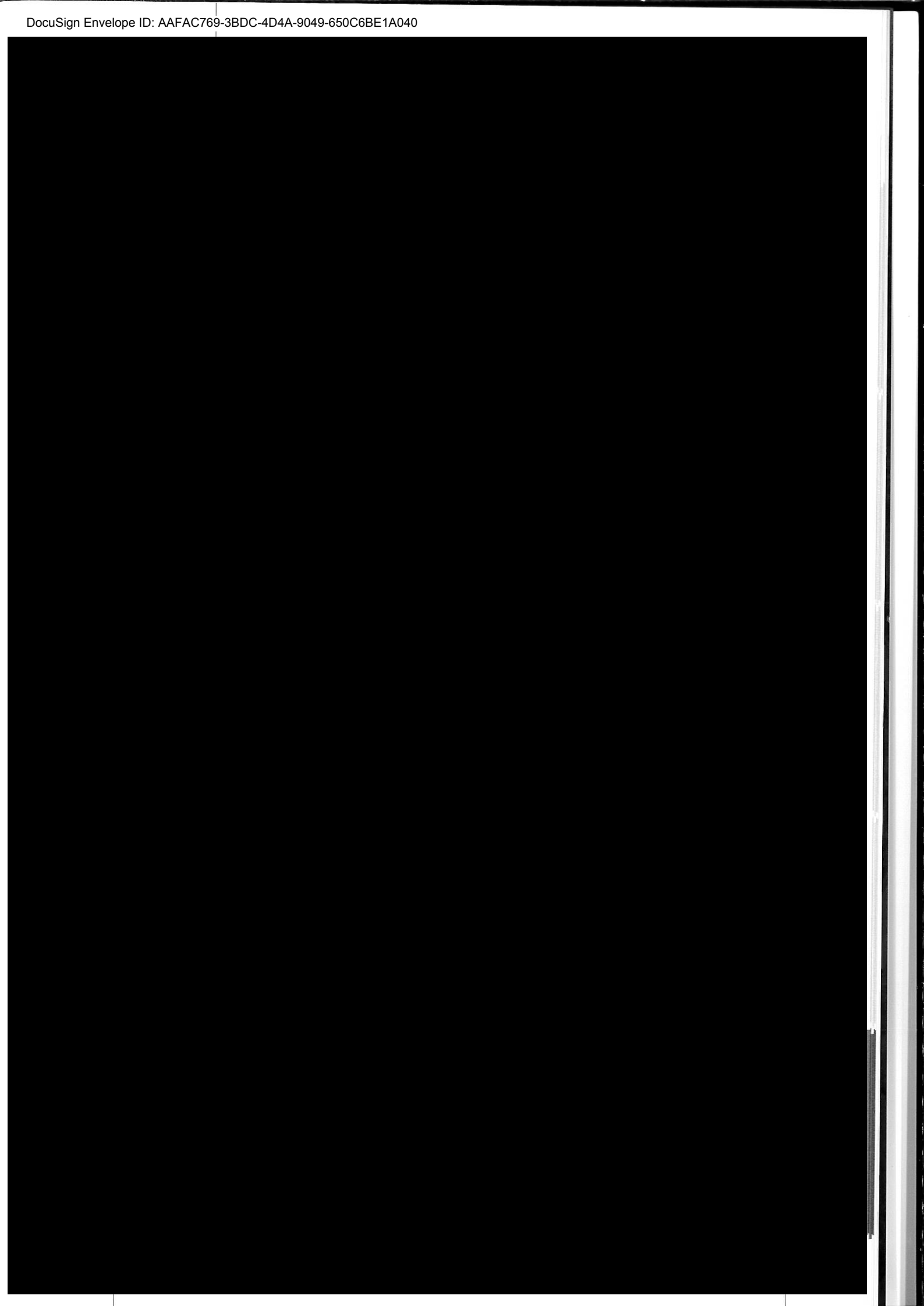


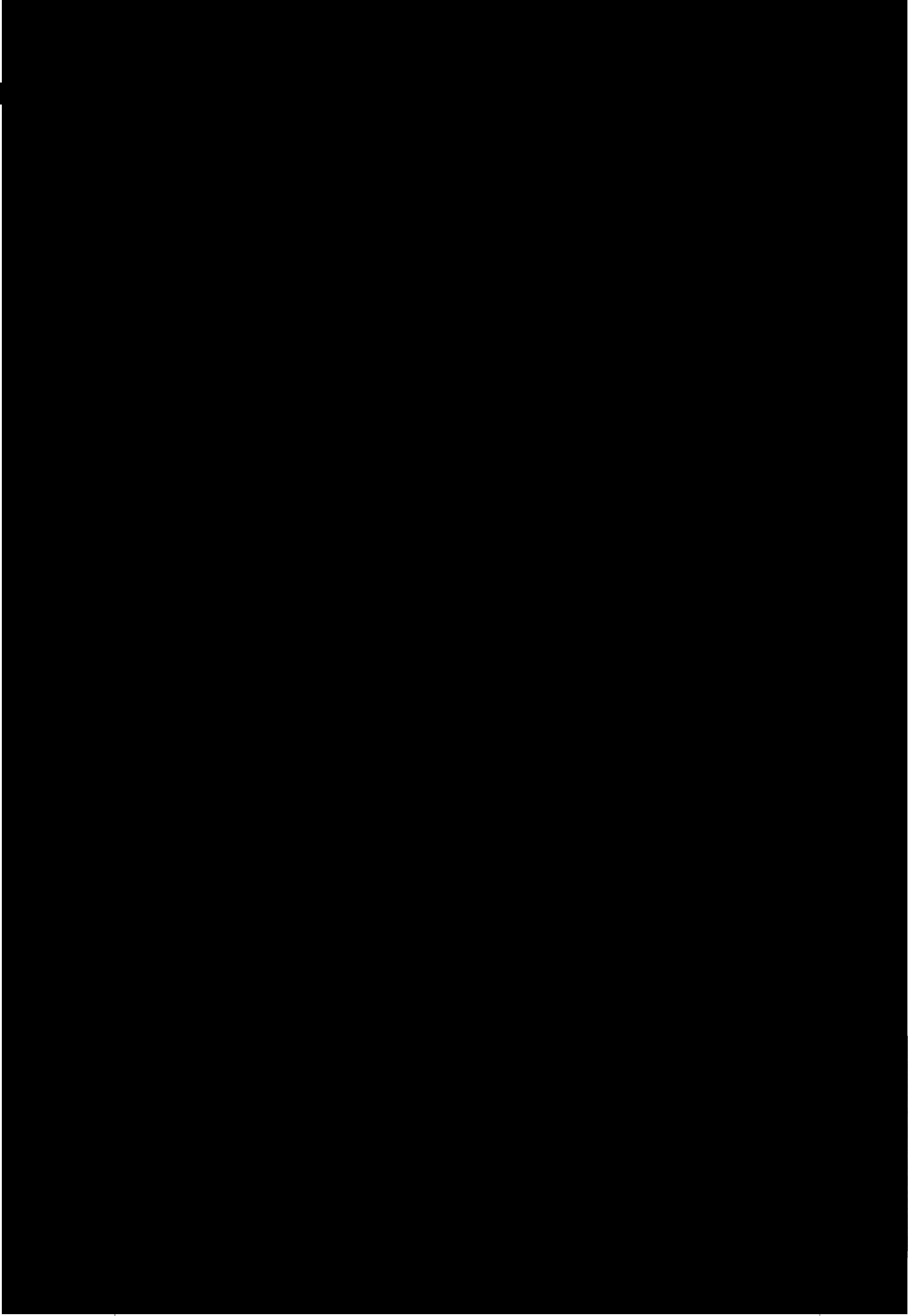


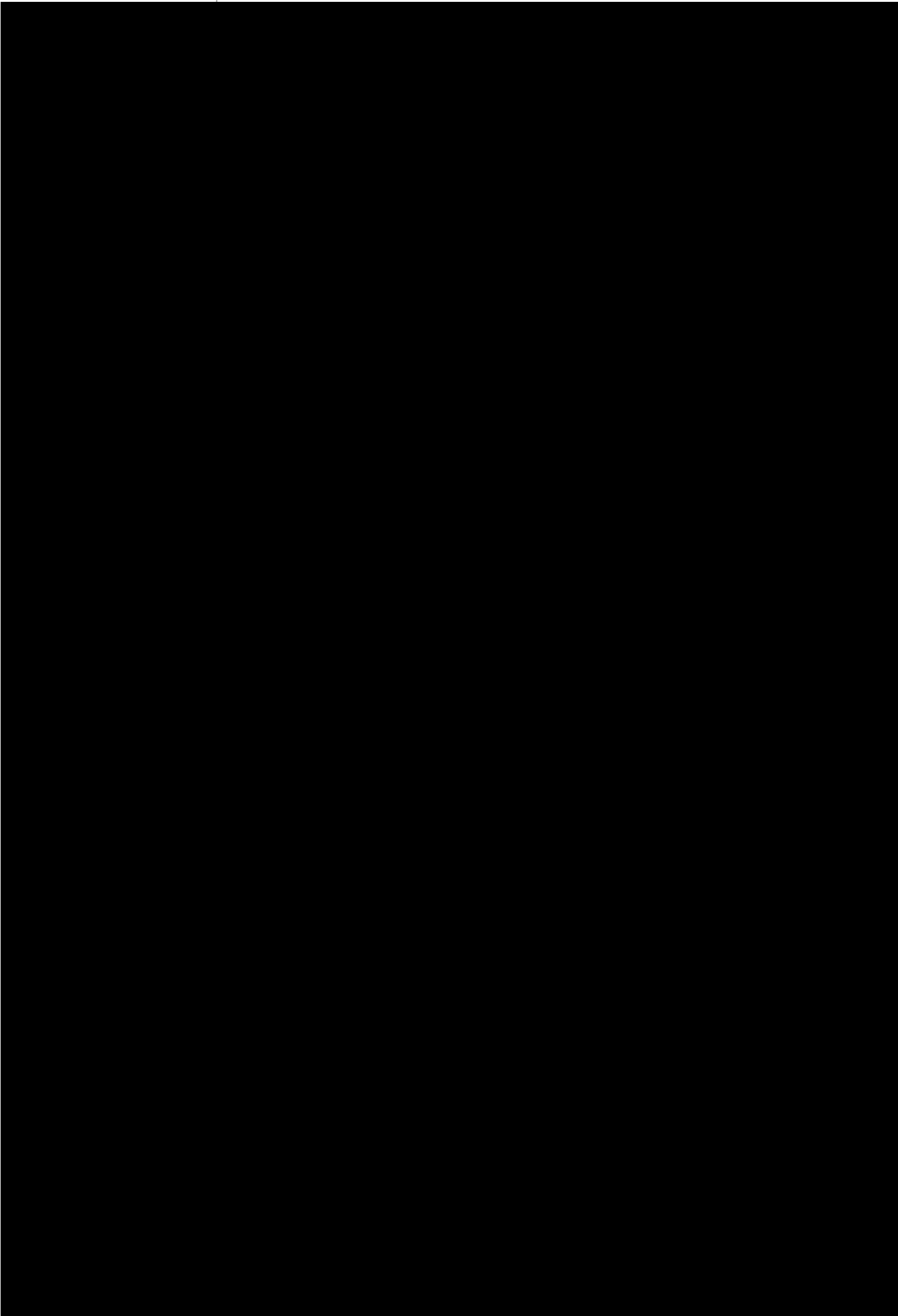


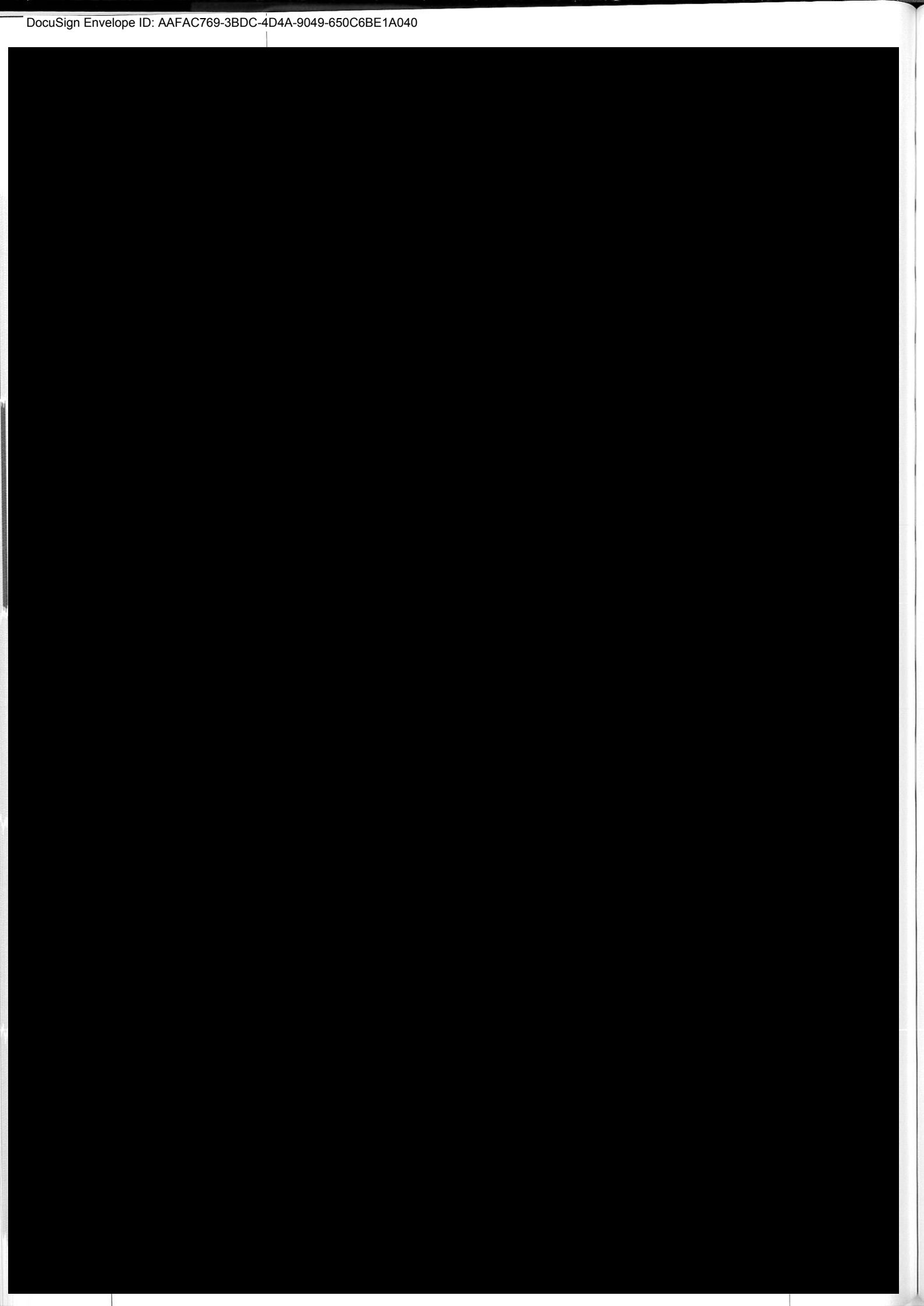


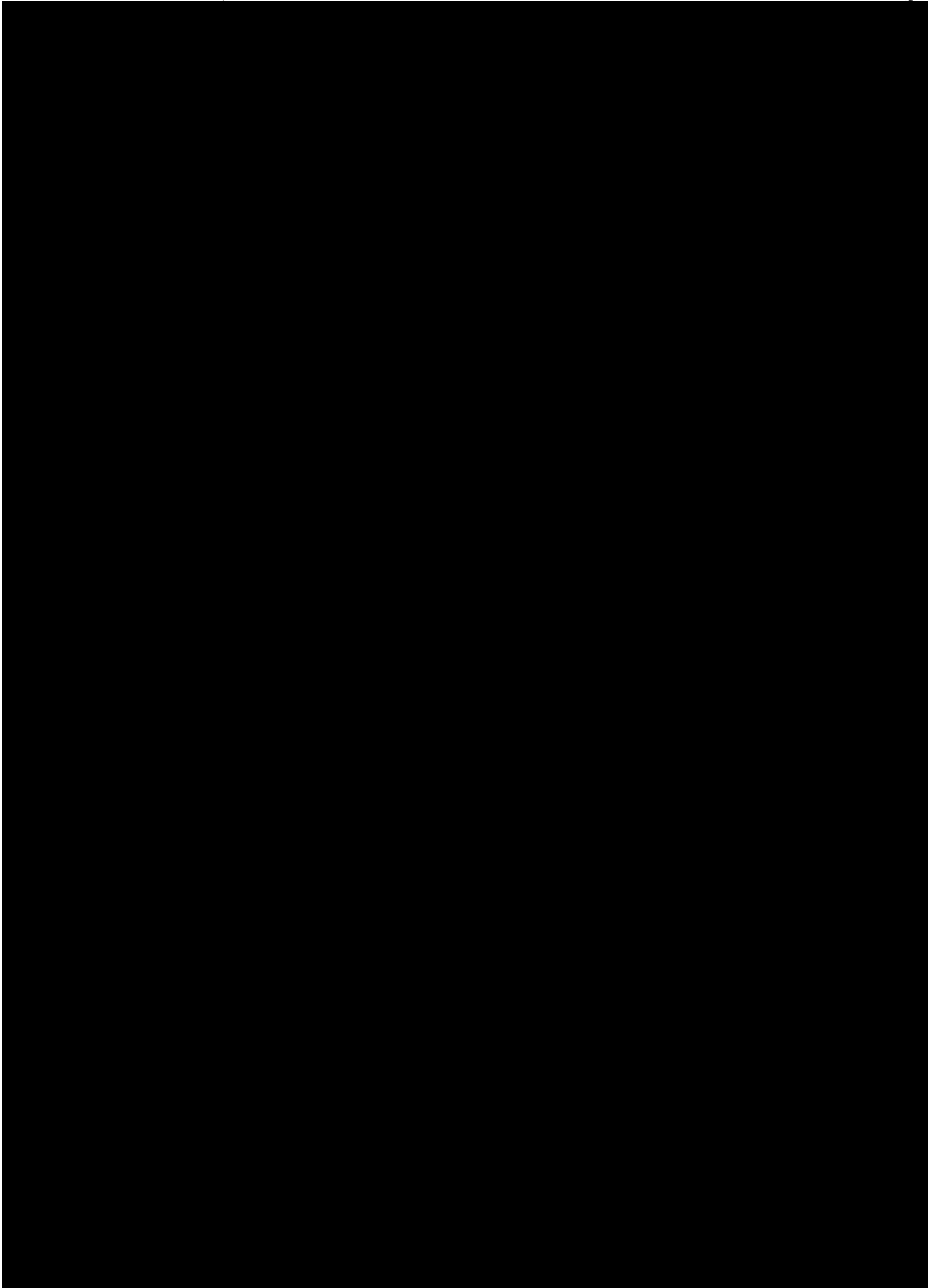


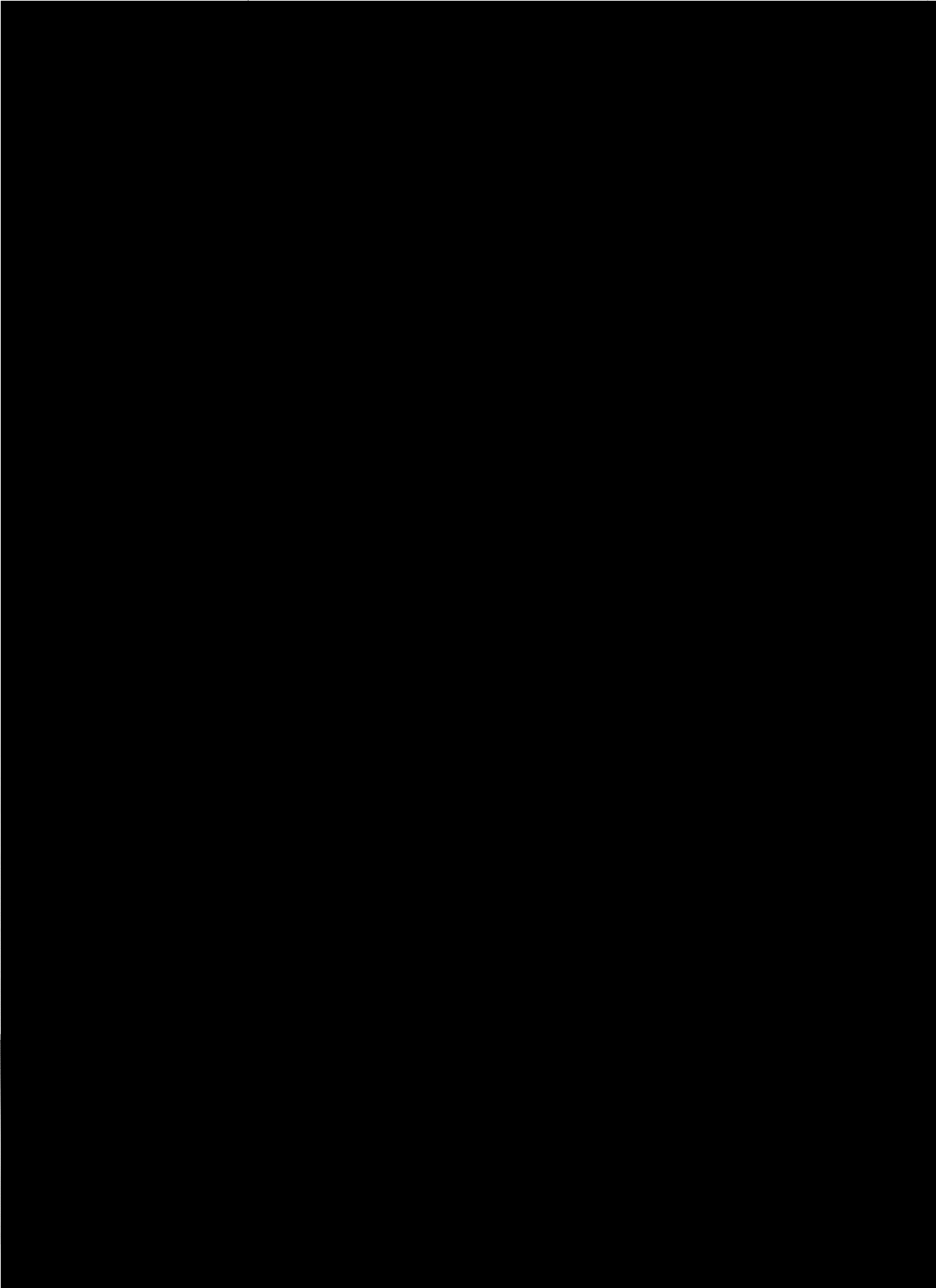


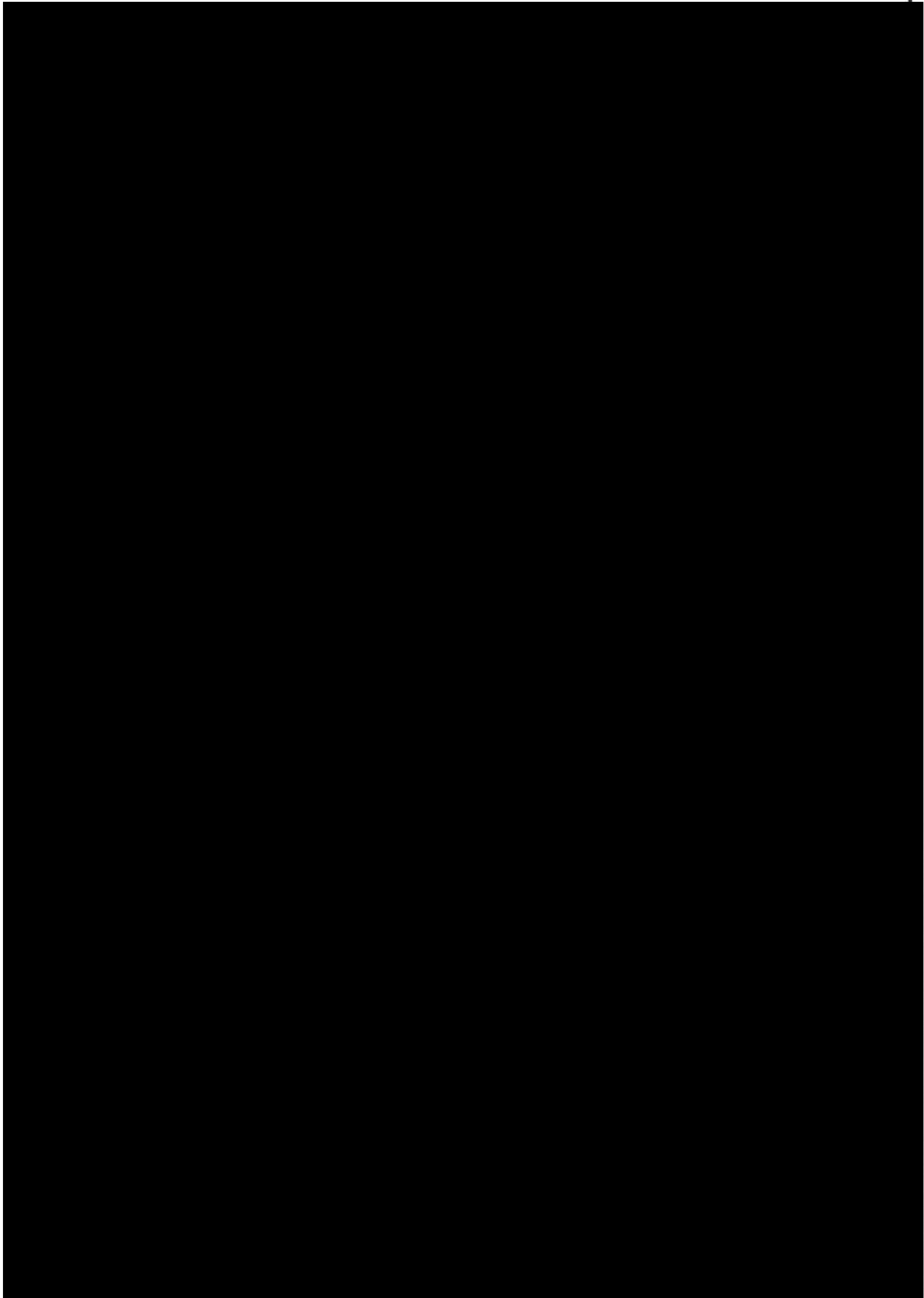


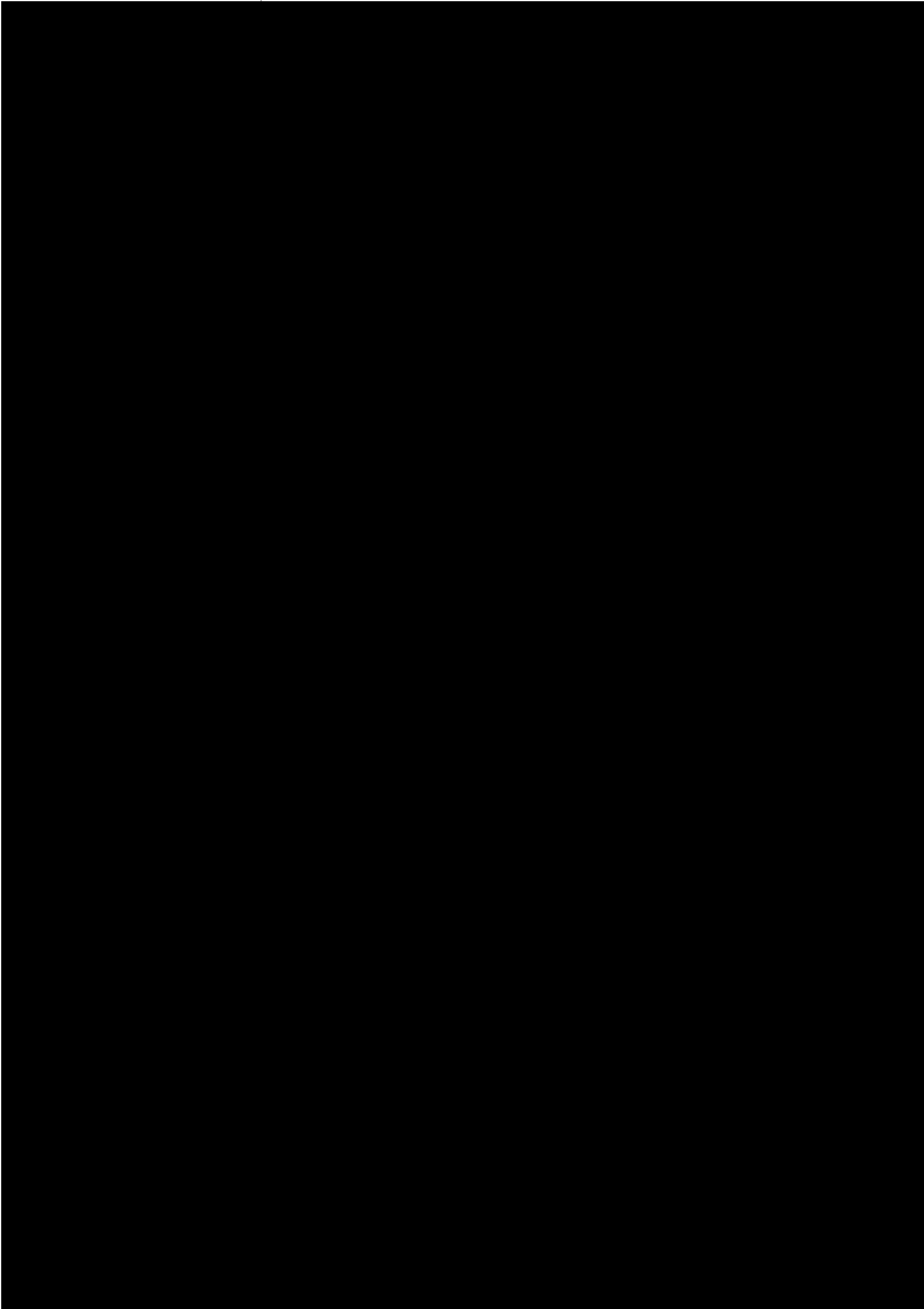












**NEC4 Professional Services
Contract
Main Option A**

**CONTRACT FOR MANAGEMENT
AND ADMINISTRATION,
INCLUDING PROJECT
MANAGEMENT, SUPERVISOR
AND COST CONSULTANCY
SERVICES IN RELATION TO
THE UNITED KINGDOM PAVILION
AT EXPO OSAKA, JAPAN 2025**

CONTRACT DATA PART 2

Contract Ref: CR_3099

Part Two – Data Provided by the *Consultant*

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

1 General

The *Consultant* is

Name	Turner & Townsend Project Management Limited
------	--

Address for communications	One New Change, London, EC4M 9AF
----------------------------	----------------------------------

Address for electronic communications	
---------------------------------------	--

The *fee percentage* is

The *key persons* are

Name (1)	
Job	
Responsibilities	
Qualifications	
Experience	
Name (2)	
Job	
Responsibilities	
Qualifications	
Experience	
Name (3)	
Job	

Responsibilities

Qualifications

Experience

Name (4)

Job

Responsibilities

Qualifications

Experience

Name (5)

Job

Responsibilities

Qualifications

Experience

Name (6)

Job

Responsibilities

Qualifications

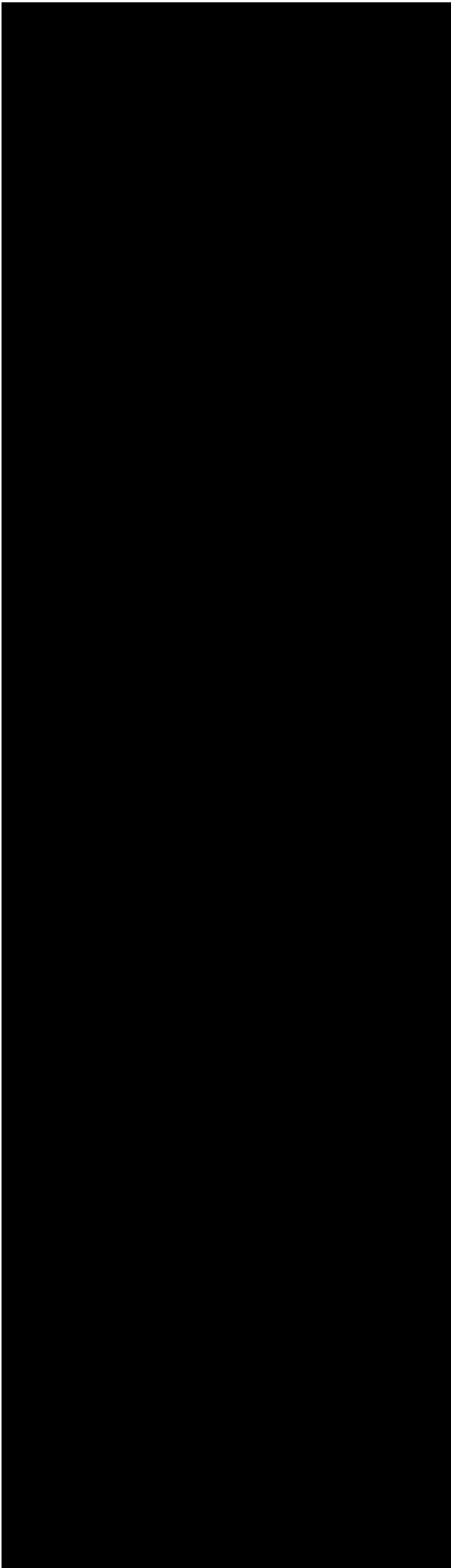
Experience

Name (7)

Job

Responsibilities

Qualifications

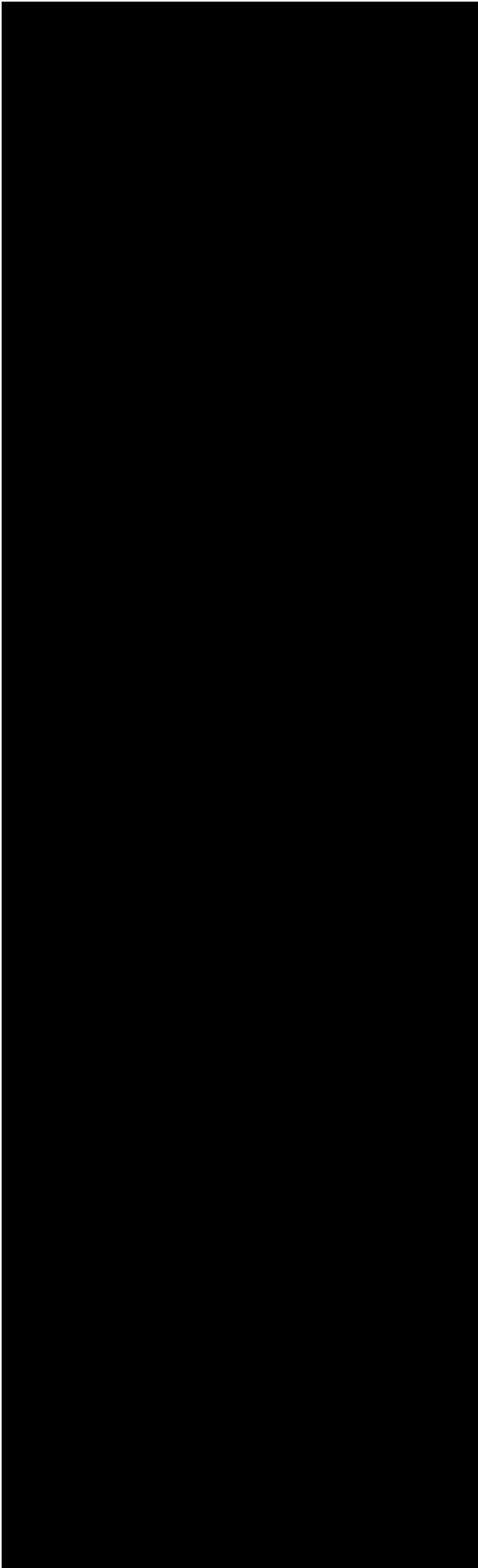


Experience
Name (8)
Job
Responsibilities
Qualifications

Experience
Name (9)
Job
Responsibilities
Qualifications

Experience
Name (10)
Job
Responsibilities
Qualifications

Experience
Name (11)
Job



Responsibilities

Qualifications

Experience

Name (12)

Job

Responsibilities

Qualifications

Experience

Name (13)

Job

Responsibilities

Qualifications

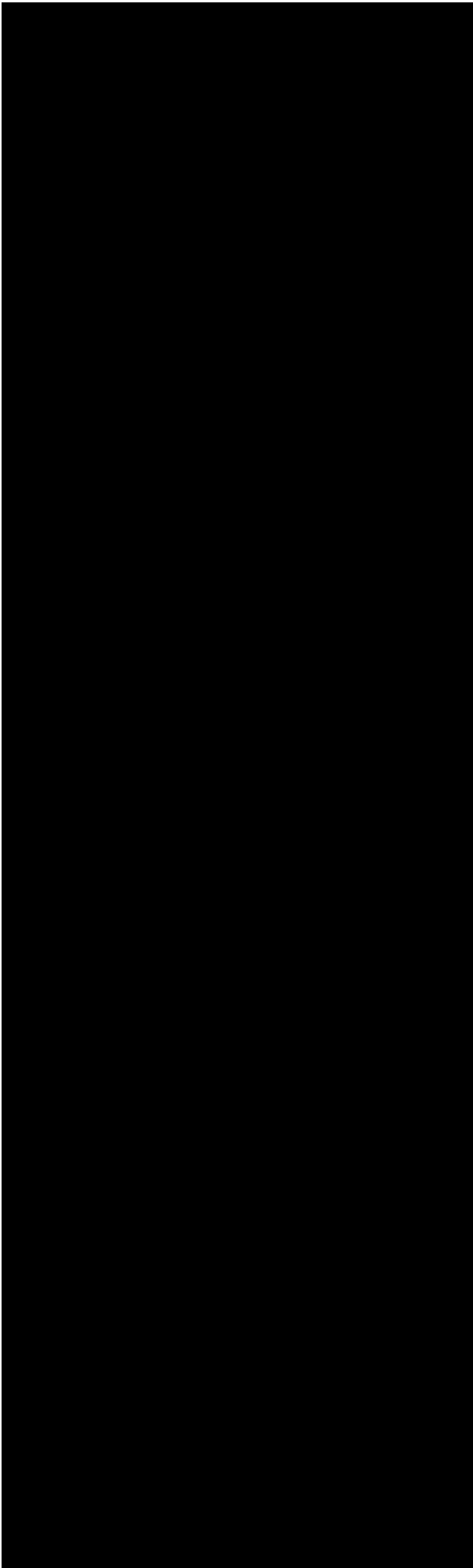
Experience

Name (14)

Job

Responsibilities

Qualifications



Experience

Name (15)

Job

Responsibilities

Qualifications

Experience

Name (16)

Job

Responsibilities

Qualifications

Experience

Name (17)

Job

Responsibilities

Qualifications

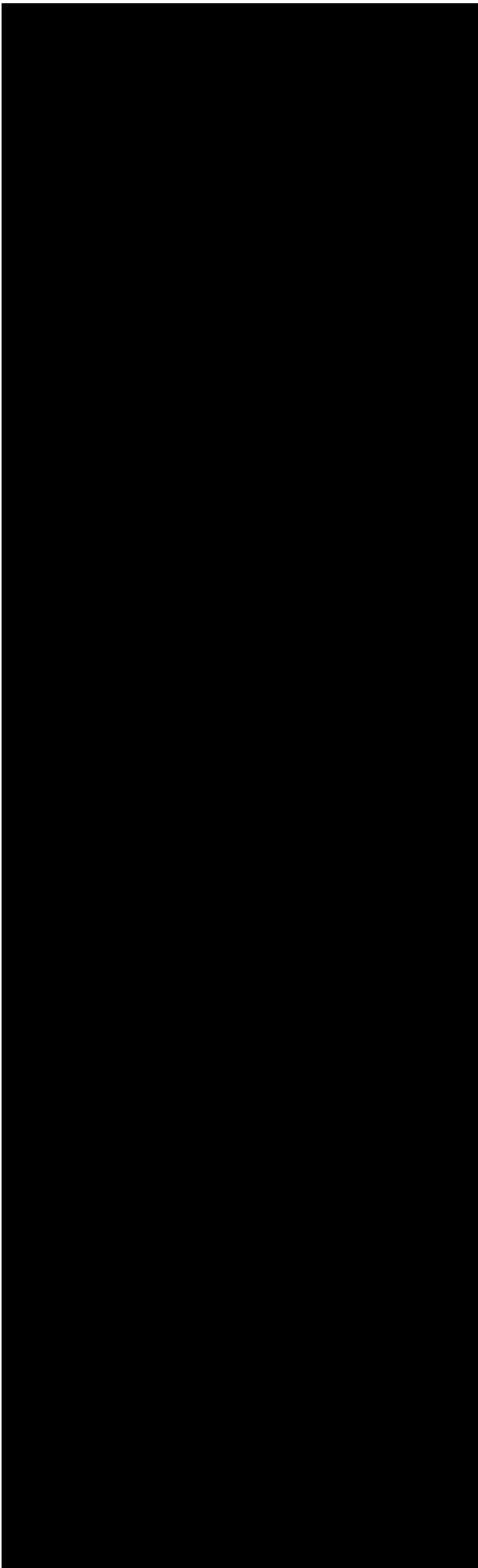
Experience

Name (18)

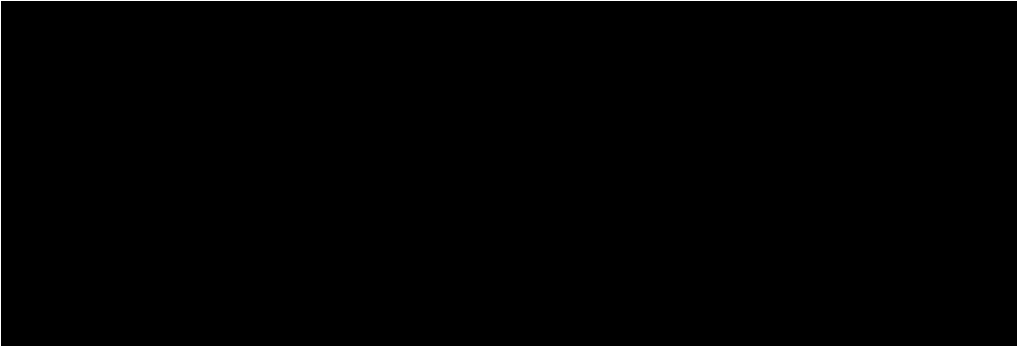
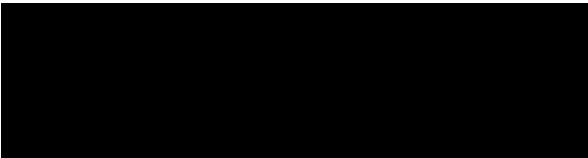
Job

Responsibilities

Qualifications



Experience



2 The *Consultant's* main responsibilities

If the *Consultant* is to provide Scope

The Scope provided by the *Consultant* is in

See Consultant's Scope - 4-2. UKP at Expo 2025 Osaka - PMCC – Consultant's Scope

3 Time

If a programme is to be identified in the Contract Data

The programme identified in the Contract Data is

N/A

5 Payment

If Option A or C is used

The *activity schedule* is

3-2. UKP at Expo 2025 - PMCC Services Fee v2 FINAL

The tendered total of the Prices is

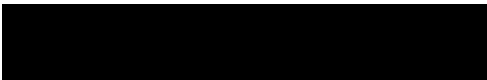
£2,415,066.87

Resolving and avoiding disputes

If Option W1 or W2 is used

The Senior Representatives of the *Consultant* are

Name (1)



Address for communications

One New Change, London, EC4M 9AF

Address for electronic communications

Name (2)

Address for communications

5F Izumi Nishiazabu Building, 4-3-11 Nishiazabu, Minato-ku, Tokyo, 106-0031

Address for electronic communications

X10: Information modelling

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

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

To be confirmed no later than four weeks after appointment.

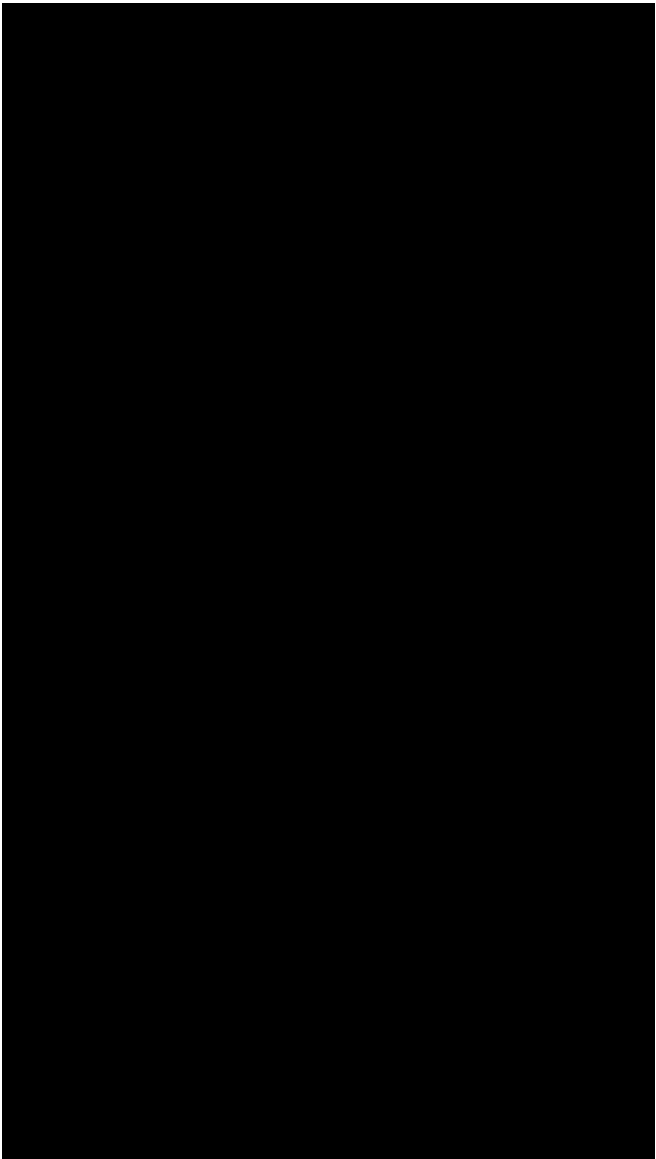
Data for the Short Schedule of Cost Components (only used with Option A)

The *people rates* are

category of person	unit	PM rate (£)	PM rate (£) Inflation Uplift ¹	CM rate (£)	CM rate (£) Inflation Uplift
UK					
Senior Director	per day				
Director	per day				
Associate Director	per day				
Principal	per day				

Japan

Senior Professional	per day
Professional	per day
Senior Technician	per day
Technician	per day
Senior Director	per day
Director	per day
Associate Director	per day
Principal	per day
Senior Professional	per day
Professional	per day
Senior Technician	per day
Technician	per day



The Consultant is not entitled to claim or be paid a daily rate for an individual fulfilling both a PM or CM role over the course of the same day save as agreed expressly in writing with the Service Manager.

**CONTRACT FOR MANAGEMENT AND ADMINISTRATION, INCLUDING PROJECT
MANAGEMENT, SUPERVISOR AND COST CONSULTANCY SERVICES IN RELATION TO THE
UNITED KINGDOM PAVILION AT THE EXPO 2025**

NEC4 Professional Services Contract, between the Secretary of State for the Department of Business and Trade ("**Client**") and Turner and Townsend Project Management UK Limited ("**Consultant**")

Incorporation of Tendered Activity Schedule:

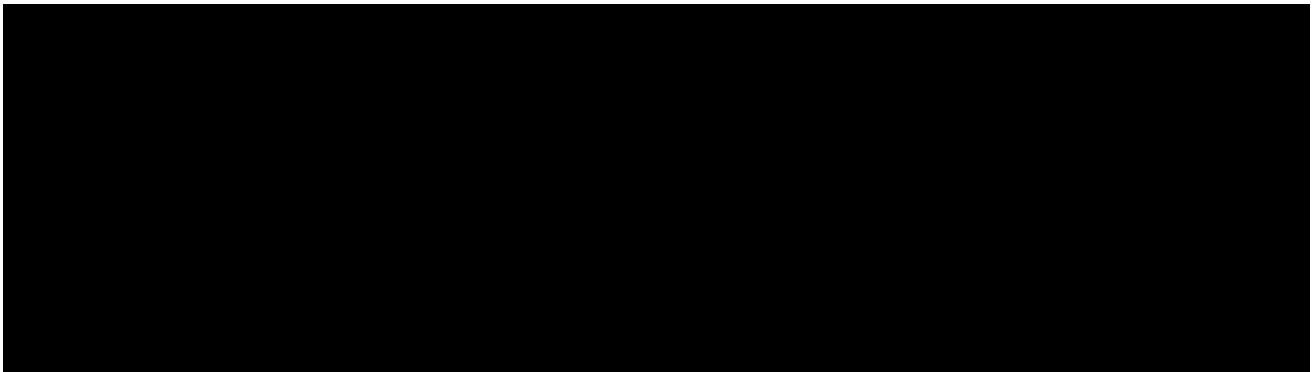
The Contract Agreement, Contract Data Part 1 and Contract Data Part 2 include and shall be subject to the tendered activity schedule, found at the following web address and referenced in the attached register of documents, subject to any amendments that have been expressly agreed between the Parties:

 [3-2. UKP at Expo 2025 Osaka - PMCC - PMCC Services Fee_v2_FINAL.xlsx](#)

These files will be made available electronically in this location for a period of 4 weeks to allow sufficient time for the parties to download for their records.

By signing below, the Client and Consultant acknowledge receipt of the documents referenced as the tendered activity schedule.

Receipt of documents acknowledged:



**CONTRACT FOR MANAGEMENT AND ADMINISTRATION, INCLUDING PROJECT
MANAGEMENT, SUPERVISOR AND COST CONSULTANCY SERVICES IN RELATION TO THE
UNITED KINGDOM PAVILION AT THE EXPO 2025**

NEC4 Professional Services Contract, between the Secretary of State for the Department of Business and Trade ("**Client**") and Turner and Townsend Project Management UK Limited ("**Consultant**")

Incorporation of Technical Documents:

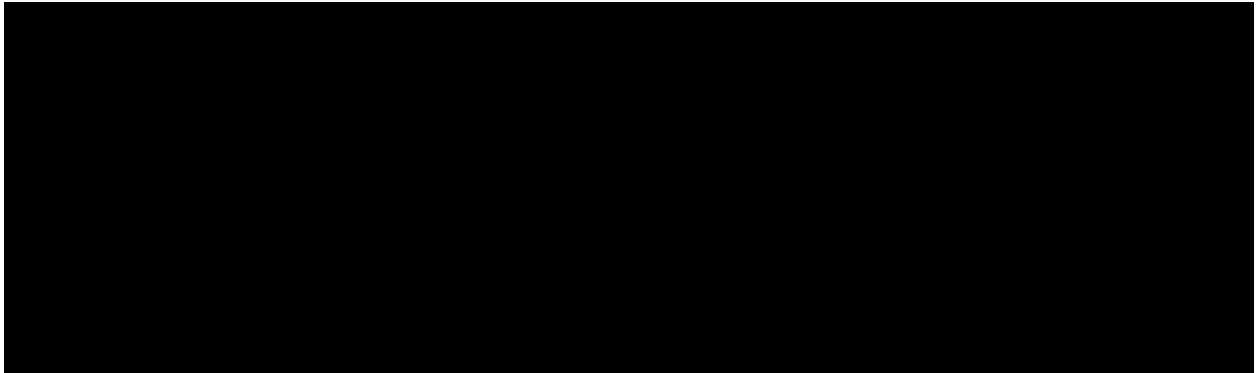
The Contract Agreement, Contract Data Part 1 and Contract Data Part 2 include and shall be subject to the technical documents contained within the Scope, found at the following web address and referenced in the attached register of documents, subject to any amendments that have been expressly agreed between the Parties:

[2. Annexes to Scope](#)

These files will be made available electronically in this location for a period of 4 weeks to allow sufficient time for the parties to download for their records.

By signing below, the Client and Consultant acknowledge receipt of the documents referenced as the Scope

Receipt of documents acknowledged:





UK Pavilion: Expo, Osaka 2025 – Scope

NEC4 Professional Services Contract Option A

**CONTRACT FOR MANAGEMENT
AND ADMINISTRATION,
INCLUDING PROJECT
MANAGEMENT, SUPERVISOR
AND COST CONSULTANCY
SERVICES IN RELATION TO
THE UNITED KINGDOM PAVILION
AT EXPO OSAKA, JAPAN 2025
Contract Ref: CR_3099**

SCOPE: Issue Date: 08 August 2023



UK Pavilion: Expo, Osaka 2025 – Scope

Content

S 000	Summary and Glossary of Terms
S 100	Description of the <i>services</i>
S 200	<i>Project Management</i> functions
S 300	<i>Supervisor</i> Functions
S 400	Constraints on how the <i>Consultant</i> Provides the Services
S 500	Managing the <i>Contractor's</i> design
S 600	Completion
S 700	Programme
S 800	Quality management
S 900	Tests and inspections
S 1000	Management of the <i>services</i> and <i>works</i>
S 1000	Services and other things to be provided
S 1200	Health and safety
S 1300	Subcontracting
S 1400	Title

Appendices to Scope

1. Plot sheet
2. Maintenance – brief of requirements
3. Immersive Design Pack
4. Expo BIM Guide
5. Expo Design Guide
6. Expo Design Guide Appendix
7. Expo Construction & Demolition Guide
8. Expo Sustainable Procurement Code
9. About Environment Assessment
10. Matters to be agreed upon for the general management
11. Common temporary road plan
12. Vehicle traffic route plan
13. Construction rules
14. Universal Design Guidelines
15. Handling of Freight
16. Customs Procedures
17. Freight handling tariff



UK Pavilion: Expo, Osaka 2025 – Scope

18. Customs clearance services tariff
19. Spatial & Functional Requirements
20. Special Regulation 4
21. Special Regulation 7
22. Incentive Schedule
23. Design, Build, Maintain and Decommission (DBMD) Scope and Contract



Department for
Business & Trade

UK Pavilion: Expo, Osaka 2025 – Scope

S 000 Summary and Glossary of Terms

S 000 Project objectives The purpose of this Scope and its Annexes is to outline the requirements of the *Consultant* managing the *Contractor* and ensuring the successful delivery of the Design, Build, Maintain, Decommission (DBMD) contract that will deliver a self-build, temporary UK Pavilion (UKP) at World Expo 2025 Osaka (“Expo”) taking place in Osaka, Japan from 13th April – 13th October 2025.

The *Consultant* shall be responsible for ensuring the successful delivery of this project through a combination of managing, co-ordinating and liaising with the Client's partners and suppliers, as well as the overall monitoring, management, administration and review of the *Contractor* and its supply chain.

Expo 2025 Osaka has the following objectives :

1. To be a key platform leading to the achievement of the United Nations (UN) Sustainable Development Goals (SDGs) by 2030 – the target set by the UN; and
2. To progress Japanese society, economically and socially, and to resolve global issues through new technologies including Artificial Intelligence (AI), robotics, big data, and biotechnology.
3. Bringing the world together to demonstrate breakthrough technologies to create and communicate new ideas;
4. Increasing Japan's trade and investment with the rest of the world;
5. Innovation; and
6. Supporting the growth of regional economies and SMEs.

World Expos are a global gathering of nations dedicated to finding solutions to pressing challenges of our time by offering a journey along a universal theme through engaging and immersive activities. World Expos welcome tens of millions of visitors, allow countries to build extraordinary pavilions showcasing their nations and transform the host city for years to come.

World Expos are unrivalled among international events in their size, scale, duration, and visitor numbers. They are large-scale platforms for education and progress that serve as a bridge between governments, companies, international organisations and citizens.

Participants in World Expos are given a unique opportunity for global promotion in terms of soft power, cultural, education and economic objectives together with the opportunity to collaborate with both the host country and other participant nations.

Each country's participation in World Expos should be carefully designed around a message that reflects both major issues at the top of the global agenda and a particular vision of the country in question. The result is a unique combination of remarkable pavilions, which creates an ensemble ('The World In One Place') that is unique in its capacity to inform, inspire and amaze.

The sub-themes for Expo are: “Saving Lives”; “Empowering Lives”; and “Connecting Lives”.

The primary audiences for the UK Pavilion are:



UK Pavilion: Expo, Osaka 2025 – Scope

- Japanese and international General Public Visitors.
- Japanese and Global VIPs including Ministers; and
- Business Audience (targeted).

Under the overarching theme and the sub-themes, the UK has an excellent story to tell as a science superpower with world-beating health and technology industries.

Expo 2025 Osaka will be an important milestone in the UK/Japan relationship following the signing of the Free Trade Agreement (FTA) in 2020, the UK's accession to the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), and the importance of the UK's trade, security and foreign policy bilateral relationship with Japan.

With one hundred and fifty (150) expected participating nations, it will be a major platform to promote an outward looking Global Britain boosting our international reputation, prosperity and engagement with global partners, catalysing global collaborations and taking stock of progress towards the UK's 2030 milestones for the UN's Sustainable Development Goals (SDGs).

The UKP will be a content-led, temporary structure focussing on visitor experience and promoting the UK's strengths to the world, including world-class universities, ground-breaking research, high-tech start-ups, creative industries and goods and beverage sectors.

A strong UK presence through delivery of a UKP will also strengthen the UK's partnership with Japan and support achievement of the objectives for the region as described above.

The UKP will tie in with His Majesty's Government (HMG)'s GREAT Campaign of "See Things Differently", which is already resonating with the Japanese public – the primary demographic for visitors to the UKP.

Through the UK's presence at Expo 2025 Osaka, we will promote UK culture, tourism, education, Innovation and UK business. We will do this by:

- Positively influencing perceptions of the UK in Japan/regionally.
- Encouraging Japanese people to visit and study in the UK.
- Strengthening the diplomatic relationship with Japan supporting the UK in Japan Network's wider activity.

The experience of the UKP will also need to meet and exceed the expectations of visitors, being a positive, interactive, and intriguing experience reinforcing the UK's reputation for what we do well whilst challenging outdated stereotypes – 'to see things differently'.

S001 Glossary of Terms

Term	Meaning
BIM	Building Information Modelling
CDM	Construction Design and Management
CMEP	Construction Management Execution Plan
DBT	Department for Business & Trade
FF&E	Furniture, Fixings and Equipment
HMG	His Majesty's Government



UK Pavilion: Expo, Osaka 2025 – Scope

HVAC	Heating, Ventilation and Air Conditioning
ICDS	International Content Design Supplier
MEP	Mechanical, Electrical & Plumbing
PM	<i>Project Manager</i>
UKP	UK Pavilion

S 100 Description of the services

S 105 Description of the services The Department for Business and Trade (DBT) (The *Client*) is seeking a specialist *Consultant* with a proven track record of overseeing the delivery of Pavilions and/or Temporary Build Structures to a fixed deadline at World Expos, Large Sporting Events and/or other similar environments to provide Project Management and Cost Control (PMCC) and Supervisory services for the UK Pavilion.

The *Consultant's* role is to ensure seamless delivery of the UKP, its operation and decommissioning. The *Consultant* will be expected to:

- Oversee, manage, co-ordinate and integrate the *Client's* suppliers and partners, and
- provide PMCC and Supervisor services to support the *Client* in managing the Design, Build, Maintenance & Decommissioning Contract (DBMD) as well as taking an active role in managing the International Content Design Services (ICDS) *Consultant's* input into Pavilion design and the integration of their immersive content solution.

The *Consultant* will be the interconnector between the *Client* and the *Contractor* / delivery teams. The *Consultant's* primary obligations are to ensure the successful delivery of the project – through each Works Package, on behalf of the *Client* and its supplier and partners, and ensure the *Contractor's* contract is delivered on time, on budget and to the standard required by the *Client* and Expo. The *Consultant* shall be responsible for overseeing and managing and relationship between the *Client* and *Others*, being responsible for integration of all suppliers or key stakeholders involved in Expo; this includes, but is not limited to the Expo personnel and UK Government officials, the *Client's* partners and suppliers, as well as any organisation or business directly employed by the *Client* in relation to the UKP, whether these or known at the Contract Date or not.

The *Consultant* shall be responsible for delivery and administration of an overall Project Master Programme, ensuring timing and co-ordination of all different parties involved with the UKP, and its delivery.

The *Consultant* should have a direct presence in Japan in order to be able to provide cost effective in-country support throughout the design, build, maintenance and decommissioning of the UK Pavilion. The *Consultant's* Japanese team should include multi-lingual (English and Japanese) staff, including named key personnel. The local team will be expected to have comprehensive knowledge of all relevant local design and construction regulations that will affect the Pavilion design. They will need to be able to split their team



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between both UK and Japan to support the *Client’s* UK based team through the Pavilion design process and then the design submissions, permitting and full construction period (including fit-out), as well as facilities management and decommissioning / demolition of the UKP in Japan.

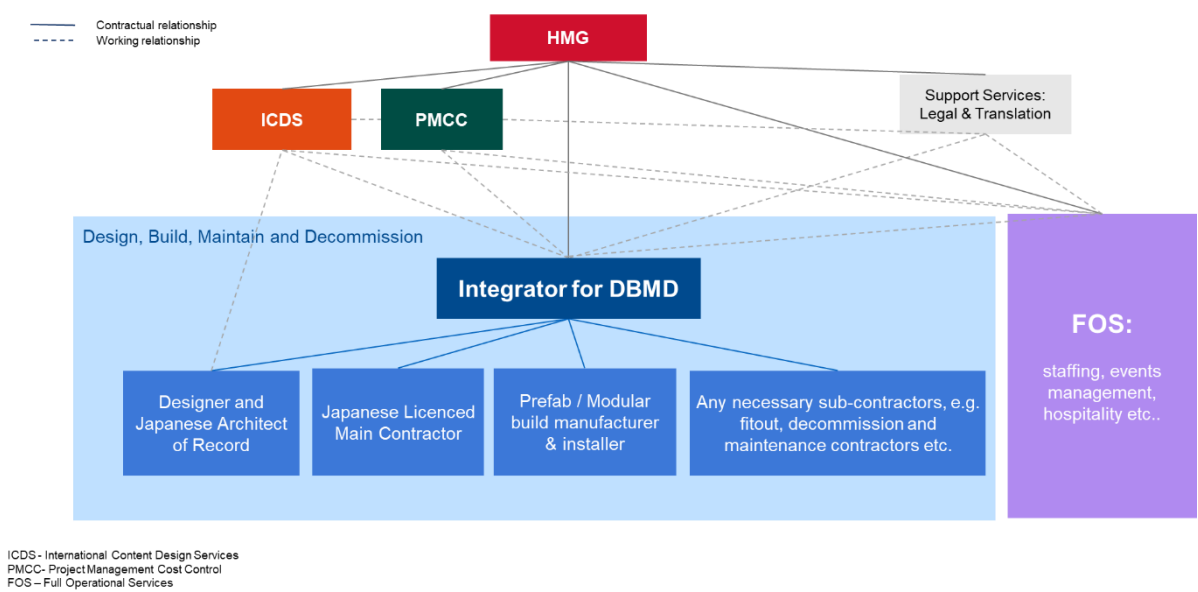
As part of the overall management and delivery services, the *Consultant* will be expected to liaise with other *Client* suppliers and/or partners such as, but not limited to, hospitality, retail and events management providers to ensure that their needs for space, power, FF&E and AV are considered within the design and throughout the life cycle of the project.

The Maintenance aspect of the DBMD requirements will include Hard and Soft FM services through Expo run phase and the *Client* will require input from the *Consultant* into the scope of those services as well as potential support in monitoring and managing the Hard and Soft FM when Expo is live.

Once Expo is finished the *Consultant* will be required to manage the decommissioning process through to the completion of the *works* and the close down and reconciliation of all final accounts.

Details of the overall Expo site can be found in section 2 of Expo’s “Design Guidelines Type A” document (Annex 5).

The UK plot is a combination of plots A33 and A34. It is located in the “Saving Lives” district and is close to the waterfront. The plot sheet can be seen in Annex 1.



S110 Document Control The *Consultant* shall carry out the following document control functions:



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- Develop an information management protocol and share this with the *Client*.
- Manage the process for the receipt, review, logging and distribution of electronic drawings.

S110 Works Packages

The *Consultant* is to provide oversight, project management, supervisor and cost consultancy services in relation to a number of Works Packages. This role is not merely limited to oversight of the *Contractor*, but also integration and managing interfaces and programmes, delivery schedules, design timescales and overall project management for the *Client*, its partners and/or suppliers, Others and Expo.

The Works Packages describe the discrete parts of the project. All of these Works Packages, including the Design Works Package are the responsibility of the *Consultant* to manage successfully in accordance with the terms of this Scope, the *Contractor's* Scope and the terms of the *Consultant's* contract and the *Contractor's* works contract. These include managing and interfacing with the *Client's* partners and/or suppliers, Others and Expo.

Construction Works Package and Fit Out Works Package

The *Consultant* will be responsible for the ensuring the *Contractor* successfully completes the entire construction of the UK Pavilion to provide a fully functioning and operational building that meets all of the Expo guidelines and local regulations and enables the pavilion to operate for its intended purpose.

The *Consultant* is required to ensure the Contractor achieves the following:

- Construct, management and demolish the UKP in accordance with Expo, Japanese and local regulations.
- Develop and maintain a Construction Management Execution Plan (CMEP).
- Develop and maintain an Environmental Management Plan in line with Sustainability requirements.
- Be responsible for and maintain high standards of Health & Safety for the duration of the contract.
- Complete construction activities in line with the programme and key milestones as described in the *Contractor's* works contract.

The *Consultant* must work alongside Others, including the ICDS provider, in accepting and approving design, as well as overseeing the installation and testing of content in the UKP.

Maintenance Works Package

The *Consultant* will be responsible for overseeing the maintenance works of the *Contractor* throughout the duration of the Maintenance / Facilities Management Works phase.



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A detailed brief of the maintenance requirements can be found in Annex 2 (Maintenance Brief of Requirements)

Obligations assigned to the *Client* under Annex 23, shall be the responsibility of the *Consultant*. The *Consultant* shall ensure compliance of these on behalf of the *Client*.

Decommissioning Works Package

The *Consultant* will be responsible for overseeing the works of the *Contractor* throughout the duration of decommissioning and demolition of the UKP.

The *Consultant* will be responsible for overseeing and ensuring the decommissioning of the Pavilion, the removal of all materials from site and for arranging the recycling, return, reuse, re-sale or disposal of these materials.

Materials should only be disposed of when there is no other more sustainable option. The *Consultant* shall be responsible for ensuring that the *Contractor* does not dispose of anything that may be re-used or re-cycled.

The Decommissioning Plan must take into account both *Client* and Expo requirements for decommissioning.

The *Contractor* must reinstate the UK plot to a condition equivalent to that when the plot was handed over by the organiser, including removal of all foundations, below ground and surface materials. See Expo's Construction Demolition Guidelines (Annex 7) for more detail.

S 200 Project Management Functions

S 205 Functions of the Project Manager

The *Consultant* is to perform the role of *Project Manager* under the *Contractor's* NEC4 Engineering and Construction Contract, Option F, as amended. The *Consultant* is fully aware of the terms of the *Contractor's* contract, including the Scope, and all ancillary documents under which it is to manage.

The *Consultant* is fully responsible for undertaking all roles contained within the *Contractor's* contract that reference the *Project Manager*. It is a requirement and function of this Scope, and the *Consultant's* obligations in Providing the Service to ensure it's own compliance in full, with the terms of the *Contractor's* contract.

The list below is a non-exhaustive list of obligations that the *Consultant* must perform in carrying out the role of the *Project Manager*. Any reference not included within the list shall be in no way evidence that the *Consultant* was not to provide that service, if it is contained within the terms of the *Consultant's* contract, elsewhere in the Scope, in the *Contractor's* Scope, in the *Contractor's* contract or in any Expo guidance, regulation or documentation.

For the avoidance of doubt, the requirements set out in each sub-section of S200, specifically this S205, shall apply throughout the course of the entire project (and is not just limited to the works contract), and are not limited to the individual Works Package stages described in S200. These are only provided to assist the



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Consultant, but do not limit in any way its general obligation to comply with the roles of the *Project Manager* or *Supervisor* under this Contract.

The *Consultant's* role as Project Manager includes, but is not limited to the following:

- Undertake the duties of health & safety management for the duration of the project and ensure compliance with all relevant health and safety legislation and regulations. This shall include but not limited to the planning, management, monitoring, review and verification of all Health and Safety pertaining to the *Works* Contracts.
- Familiarisation and ensuring compliance with the various specifications for the *Works*, services and/or supply contracts entered into by the *Contractor* and its supply chain, in particular the Scope, as well Expo and Japanese regulations
- Management and administration of various *works*, services or supply contracts.
- Responsible for the provision and management of quantity surveyor services, cost control and management on the *works* contract.
- Managing, reviewing and accepting Communications Plans, Waste Management Plans, Quality Management Plans and any other plans required by Expo guidance or requirements, or the *Contractor's* Scope, prepared by the *Contractor*.
- Provide the Services for all Work Package stages unless instructed otherwise
- Consult and liaise with other suppliers on the *Client's* team to ensure that the works provided by the *Contractor* are fully coordinated with the services of the *Client* and Others (including Expo)
- Facilitate regular meetings in order to progress Design, Construction, Fit-Out, Facilities Management and Decommissioning of UKP
- Consult and liaise with the ICDS supplier and *Client* in relation to design approvals
- Organise workshops and exercises and manage contributions of the *Contractor* and Others, alongside the *Client* and any other suppliers to carry out value engineering, value management, environmental performance improvement initiatives and risk management.
 - Provide recommendations to the Client for approval based on the results of these exercises to deliver the best overall value for money.
- Establish and maintain project management procedures, hierarchy of responsibility, the communication strategy per clause 13 of the Contract and the exchange of information both informally and formally at information exchanges.
- Check and authorise applications for payment from the Contractor
- Managing, Reviewing and accepting *Contractor* programmes.
- Fully manage and administer all aspects of the works Contract, including, but not limited to:
 - Confirming to the *Client* the compliance and enforcement of Health & Safety requirements by the *Contractor*.



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- Managing Early Warnings and Compensation Events.
- Managing the Assessment, Review and Approvals process of *Contractor* Designs.
- Managing *Contractor* delivery and performance.
- Managing monthly progress meetings, early warning meetings, production of progress reports and plans by the *Contractor*.
- Reviewing and assessing applications for payment by the *Contractor* and certifying amounts due.
- Managing, monitoring and reviewing Key Performance Indicators process.
- Managing the effective stakeholder engagement of the project by the *Contractor*.
- Managing any Expo licences and permits process in accordance with the programme.
- Managing interactions between utilities and the *Contractor*.
- Dealing with Dispute Management & Avoidance and collaboration.
- Managing the hand over, review and receipt of site records, As Constructed Documentation & Safety Files by the *Contractor*.

The *Consultant* shall also:

- Liaise and interact as necessary with the *Client*, the *Contractor*, Subcontractors, the *Client's* other suppliers and day visitors throughout so as to co-ordinate and ensure the *works* are properly and timeously carried out; to provide leadership, encouragement and a collaborative culture and working with the wider project team.
- Perform all other duties and functions (not specifically listed in this S200) ascribed to the *Project Manager* under the *works* Contract.
- In the event of an Adjudication, liaise as necessary with and provide all required information and assistance to the *Client* and its appointed legal and technical advisers, the *Adjudicator* and the various stakeholders involved.
- Comply with all Expo and local requirements and ensure the compliance of the *Contractor* in these same requirements.
- Coordinate and participate in meetings between the *Contractor* and Expo or local authorities.
- Participate in Expo's Communication and Coordination Council on the *Client's* behalf.
- Design and implement processes for the interfaces between the *Contractor* and the *Client's* other suppliers and partners including, but not limited to, the ICDS supplier, events supplier, hospitality & retail supplier and staffing provider. Ensure processes robustly manage change.
- Closely monitor interaction between the *Contractor* and the ICDS supplier to ensure the ICDS supplier's visitor experience can be accommodated within the design. Where differences arise between the two parties, notify the *Client* and provide a recommendation for resolution.
- Take minutes at all project meetings. Share meeting minutes with the meeting participants within one working day after the meeting.



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- Develop and maintain a working level action log to keep track of actions belonging to all parties. The management of these actions should form a rolling agenda item for weekly team meetings.
- If commissioned by the *Client*, prepare reports related to the works. Reports should be submitted to the *Client* 7 days after the original commission unless otherwise agreed.
- Prepare and submit each month to the *Client* a status report addressing all aspects of the *works*. The format of this report to be agreed with the *Client*.
- Present updates, as required, at team & board meetings including, but not limited to:
 - Contract Management Review meetings (Monthly)
 - Project Management meetings (Every 4-6 weeks)
 - Risk management (Monthly)
 - Finance update meeting (Monthly)
 - Project review board / Performance monitoring /Project status update with the *Client* (Monthly)
 - Other team meetings (Weekly)
- Review all Notices in accordance with the respective contract provisions and make a recommendation to the *Client*.
- Communicate any conditions and instructions to the relevant Project Participants.
- Issue the final assessment.

The *Consultant* must:

- forecast the total Defined Costs for the purpose of calculating the Price for Work Done to Date;
- prepare and maintain a project risk register. Identify new risks when they arise and notify the *Client*;
- regularly review risks with the *Client* and the *Contractor*, updating risk scores and mitigations where necessary. Exact schedule of reviews to be agreed with the *Client* upon appointment;
- report to the *Client's* project board on the most critical risks on a monthly basis;
- notify the *Contractor* of early warning matters of which it becomes aware;
- enter early warning matters in the Early Warning Register;
- prepare and issue a first Early Warning Register within one week of the *starting date*;
- call and attend, and instruct the *Contractor* to attend, a first early warning meeting within two weeks of the *starting date*, and further early warning meetings as required;
- revise and re-issue the Early Warning Register to record decisions at early warning meetings;
- notify the *Contractor* of ambiguities or inconsistencies in documents;
- respond to the *Contractor's* proposal to change the Scope in order to reduce the cost of Providing the *Works*;
- review and accept a proposal to add to the Working Areas;
- notify the *Contractor* of ambiguities or inconsistencies in documents;
- notify the *Contractor* that the Scope includes an illegal or impossible requirement;
- instruct the *Contractor* how to deal with an event of prevention;



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- review and accept the *Contractor's* design submissions;
- review and accept design of items of Equipment;
- review and accept replacement of a key person;
- instruct the *Contractor* to remove a person from the *Works*;
- assess cost incurred by the *Client* if the *Contractor* fails to provide service;
- assess additional cost incurred by the *Client* if a Key Date not met;
- review and accept a proposed Subcontractor and conditions of subcontract;
- certify Completion;
- review and accept the *Contractor's* initial and revised programmes;
- instruct the *Contractor* to stop or not start work, and later to re-start or start work or remove the work from the Scope;
- certify taking over of part of the *Works*;
- propose an acceleration and instruct the *Contractor* to provide a quotation, if required. Respond to the *Contractor's* quotation for acceleration;
- change the Prices, the Completion Date and Key Dates accordingly and accept revised programme if it accepts the *Contractor's* quotation;
- review and accept the *Contractor's* initial and any revised quality policy statement and quality plan;
- instruct the *Contractor* to correct a failure to comply with the quality plan;
- assess cost incurred by the *Client* in repeating a test or inspection;
- arrange access for the *Contractor* to correct Defects;
- accept quotation to reduce Prices if a Defect not corrected;
- assess cost to the *Client* of having a Defect corrected by others if the *Contractor* fails to do so;
- assess cost to the *Contractor* of correcting a Defect if access not given;
- assess amount due to the *Contractor*;
- consider the *Contractor's* application for payment;
- review and respond to the *Contractor's* notification that the Defined Cost for part of the *Works* has been finalised;
- certify payment to the *Contractor*;
- inspect the *Contractor's* accounts and records;
- assess the final amount due and certify final payment to the *Contractor* following issue of Defects Certificate or termination certificate;
- assess the *Contractor's* share of savings;
- notify the *Contractor* of a compensation event arising from an instruction, notification, certificate or changed decision of the *Project Manager* or *Supervisor*;
- instruct the *Contractor* to submit quotations in certain circumstances;
- respond to the *Contractor's* notification of compensation event and notify the *Contractor* if Prices, Completion and Key Dates are not changed;
- instruct the *Contractor* to submit quotations for a compensation event;
- notify the *Contractor* if it decides that the *Contractor* did not give early warning of an event that it could have given;
- notify (and correct) assumptions about effects of a compensation event;
- instruct the *Contractor* to submit alternative quotations for a compensation event;
- reply to quotation for compensation event;
- instruct the *Contractor* to submit a revised quotation;
- inform the *Contractor* of any agreed extension of time for the *Contractor* to submit, and *Project Manager* to respond, to quotations for a compensation event;
- correct description of Condition for Key Date if Scope changed;



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- assess a compensation event, including assessing the programme for the remaining work;
- instruct the *Contractor* to submit a quotation for a proposed instruction;
- reply to the *Contractor's* quotation;
- permit the *Contractor* to remove Plant and Materials from the Working Areas;
- instruct the *Contractor* on how to deal with an object of value or historical interest found on site;
- review and accept the *Contractor's* certificates of insurance;
- issue the termination certificate;
- notify the *Client* of the *Contractor* default;
- instruct the *Contractor* to leave site and remove Equipment, Plant and Materials;
- put into effect issues agreed between the Senior Representatives of the parties;
- accept an alternative guarantor proposed by the *Contractor* if approved by Client;
- accept the initial and revised Information Execution Plan and give the *Contractor* early warning of any matter adversely affecting the Information Model;
- accept bank or insurer providing performance bond if approved by Client;
- accept bank or insurer providing advanced payment bond if approved by Client;

There is a requirement to ensure that the *Consultant* shall not cause the *Client* to be in breach of any terms of the Expo guidelines or requirements. The *Consultant* shall indemnify and be entirely liable for any costs, including damages or legal costs expended in dealing with the fallout of any breach by the *Consultant* of any of the *Consultant's* obligations pursuant to Expo guidance or requirements, provided within this Scope, the *Contractor's* Scope, this Contract or the *works* Contract.

S 210 Cost Control

The *Consultant* shall:

- Provide regular valuations, cash flows and cost reports to be agreed with the *Client* prior to commencement of the *services*.
- Carry out all aspects of cost planning, budgeting, estimating, forecasting, reporting, managing and controlling all the costs associated with and arising from the planning, design, procurement advice, construction, maintenance and decommissioning of the Project through to final account settlement.
- Be responsible for cost management of the Project including checking, controlling and monitoring estimates, produced by the *Contractor*, of the cost of the *works* and any actual or prospective change ensuring delivery to budget. Estimates to include whole life impacts where appropriate.
- Provide timely and accurate information to the *Client* on cost, based on sound cost management and control; including the management of any contingency provision agreed by the *Client*.
- Provide regular updates on the forecast final cost and the cost of each of the *Works* packages.
- Work closely with the *Client* to provide monthly update reports for the *Client's* cost management reviews.



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- Provide evaluation and validation of the *Contractor's* invoices. Where necessary, challenge invoices directly with the *Contractor* and, once approved, provide advice to the *Client* for payment.
- Allow free access to the *Project Manager* and its delegates to access accounts and records of the Defined Costs associated with all quotes.
- Maintain a log of all quotes, invoices, applications for payment and evidence of payments which must include but not be limited to:
 - Invoice / Application number.
 - Invoice / Application date
 - Brief description of goods/ service including reference to the applicable contract.
 - Total value of goods or service.
 - Value to be paid/ certified at time of application.
 - Cumulative total of amount previously certified to date and less amount remaining.
 - Proposed Price adjustment (if any).
 - Date any costs were agreed, accepted, or assessed
- Monitor market conditions and supply chain risks that may impact on cost and provide an early warning to the *Client* when such a risk arises.
- Use experience of the Japanese Construction market to offer alternative solutions if they consider that the *Contractor* has not offered best VFM on aspects of the design and construction proposed.
- Manage and advise on Value Engineering solutions offered by the *Contractor* to control costs.

S215 Design and Pre Construction

The *Consultant* shall:

- Ascertain the *Client's* requirements, objectives and constraints for the *works* including site, tolerance, cost limits, timescale and quality and assess these in relation to the *Contractor* tender documents.
- Visit the Site and assess local conditions.
- Oversee the process of obtaining site surveys and other information required to progress the Design, Build, Maintenance and Decommissioning.
- Assist in the preparation of an overall programme for the planning, design and construction phases of the *works*. Review and develop the programme from time to time for the *Client's* approval.
- Advise as to the need for and selection of other *Contractors*, consultants and subcontractors. Make arrangements for the appointment of the other *Contractors*, consultants and subcontractors, including provision to them of such preliminary information as may be required. Liaise with the *Client's* solicitors in connection with such appointments.
- Assist the *Contractor* in drawing up procedures for the production and format of drawings and documents, the use of computer-aided design (CAD) and electronic data transfer and similar arrangements for document management, and comply with such procedures. Oversee the *Contractor's* use of Building Information Modelling (BIM) software in line with Expo requirements (Annex 4).
- Both before and after the appointment of the *Contractor*, establish and maintain project management procedures and lines of communication for the



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exchange of information as between the other consultants, sub-contractors, suppliers and others concerned in the *Works*.

- In conjunction with the other *Contractors*, consultants, subcontractors and/or suppliers, if appointed, advise upon the comparative cost of alternative designs and methods of construction. Prepare for *Client* approval a budget and cash flow plan for the *works*. Establish cost monitoring and cost control procedures and report regularly upon such matters.
- Convene, attend, chair and minute design team meetings and project or progress meetings whenever reasonably necessary.
- Monitor and expedite the activities of the *Contractor* and other consultants, subcontractors and/or suppliers with a view to maintaining progress in accordance with the programme.
- If so instructed, commission the *Contractor* to undertake site and soil investigations, land surveys, traffic surveys, environmental investigations, surveys and similar reports that may be required, subject to the *Client's* approval of the consultants to be appointed and their appointment terms and fees.
- In conjunction with the *Contractor* and subject to the allocation to them of specific duties pursuant to their respective appointment, make all necessary arrangements with planning, local and other statutory bodies to enable the *works* to proceed. Arrange and co-ordinate and pursue all necessary applications required in connection with Expo and the relevant local authorities.
- If and when required, advise as to the design of the *works* and review designs for the *works* prepared by others with reference to considerations of commercial viability, efficiency, economy and suitability for financing. Consider issues as to life cycle costs, including costs in use, maintenance and renewal requirements.
- Monitor and ensure not to specify for use, and not to approve the use in the *Works* of any materials which by their nature or application contravene any Japanese Standard;
- With the *Contractor*, advise the *Client* of the implications of any changes to the scheme design on the cost of the *works* and on the programme.
- Advise as to the pre-purchase of any Plant and Materials or products which may be subject to long delivery periods.
- Contribute towards the reports to be prepared by the *Contractor* in respect of the strategic brief, the outline proposals and the detailed design proposals.
- Where appropriate, make arrangements for the appointment qualified individual required by law, in order to satisfy the *Client's* regulatory requirements, building and health and safety provisions under UK or Japanese law. Liaise with the *Client's* solicitors in connection with such appointments. Co-ordinate the provision to the principal designer of 'pre-construction information', including the risks relating to the Site and the *works* required for inclusion in the construction phase plan.
- Review the detail design information for the *works*, any planning permission to be obtained if necessary, information submitted for building regulations approval and Expo requirements.
- Once the *Client* is ready to enter into contract with the *Contractor*, confirm to the *Client* in writing that so far as concerns matters within the *Project Manager's* responsibility or knowledge, a state of readiness has been



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achieved for construction to commence of the *works* and to proceed in accordance with the proposed *Contractor* appointed under the contract, cost plan and construction programme, or notify the *Client* of any respects in which that is not the case.

The *Consultant* is to prepare a Project Execution Plan and submit for approval by the *Client* in relation to the project delivery, to deal with the *Contractor's works*, the interface with the *Client*, its partners and/or suppliers, Others and Expo. The Project Execution Plan to include, but not be limited to:

- Scope of work
- Project management
- Health & safety (CDM or Japanese equivalent)
- Quality management
- Working across time zones (UK & Japan)
- Project administration
- Procurement Advice
- Management of all consultancies, contracts and sub-contractors required to deliver the project.
- Project controls – cost, schedule etc.
- Change control
- Design management
- Risk analysis and management
- Completion and handover planning
- Document register

S220 Construction and Fit Out Works Phases

The *Consultant* shall:

- Review the *Contractor's* programme to identify programme risks and make sure these are captured on the risk register.
- Review and advise the *Client* on the *Contractor's* plan setting out how he will repair and remedy Defects and make good other defective and outstanding work.
- Visit the Site at regular intervals as required by the *Client* appropriate to the stage of construction to inspect the progress and quality of the *works* against the requirements of the Scope and the *works* Contract. Confirm with the *Contractor* and report regularly to the *Client* the number and frequency of inspections being made.
- Report to the *Client* when any design, build, maintenance or decommissioning event does not comply with the Scope and/or the Call-off Contract. Issue notices to the *Contractor* requiring compliance with the Call-off Contract as necessary.
- Receive all design information from the *Contractor* and distribute copies to the *Client* and third parties as required.
- Amend the Scope as instructed by the *Client* and issue relevant instructions to the *Contractor*.
- Issue any emergency instructions to the *Contractor* as necessary if property or personnel are at risk.
- Convene and chair regular *works* meetings with the *Contractor* as required by the *Client*.



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- Attend and minute regular meetings with representatives of beneficiaries with an interest in the Site (when instructed by the *Client*) and monthly *Client* meetings.
- Initiate any investigation or testing of work and/or Plant and Materials which is considered prudent and issue notices to the *Contractor* in accordance with the Call-off Contract in relation thereto. Observe all such investigations and tests and maintain records of all results.
- Deal with requests by the *Client* for variations (if any) to the *works*. Obtain all necessary information to enable the *Client* fully to consider any such proposed variation. Maintain records of variation proposals. Issue instructions to the *Contractor* in relation to variations approved in writing by the *Client*.
- Consider requests from the *Contractor* for variations to the *works* and obtain all necessary information to enable the *Client* fully to consider any such proposed variation.
- Issue interim certificates under the *works* Contract and such other certificates as is required to issue under any agreement between the *Client* and any third party (as notified by the *Client* from time to time).
- Consider any applications for extension of time from the *Contractor* and grant any extensions to which the *Contractor* may properly be entitled in accordance with the terms of the *works* Contract.
- Examine all correspondence and information relating to the *works* Contract and respond as necessary in conjunction with the *Client*.
- Institute procedures for the inspection of completed work. Lead and co-ordinate the preparation of schedules of incomplete work and defective items and discuss the same with the *Contractor* and representatives of beneficiaries with an interest in the Site (when instructed by the *Client*) including any relevant statutory body / Expo. Arrange for the carrying out of all *works* necessary to enable the Defects Certificate to be issued.
- Issue a Defects Certificate for the *Works* when in the opinion of the *Project Manager* the *Works* are fit and ready for Completion.
- Liaise with Expo or the administering local authority or approved inspector and assist in procuring the issue of a completion certificate in respect of the *works*.
- Obtain from the *Contractor* on the Completion a full set of as built drawings, operation and maintenance manuals for services and the building fabric, any details for inclusion in the health and safety file and all other information required to be provided to third parties in relation to the *works*.
- Notwithstanding the above, to administer all the terms of the *works* Contract and check that the design and construction of the *works* is proceeding in compliance with the *works* Contract.

S225 Maintenance and
Facilities Management of
UKP

The *Consultant* shall:

- Check that the *Contractor* diligently and timeously completes all incomplete work and Defects outstanding at the date of issue of the Completion certificate within the defect correction period. Report to the *Client* on compliance and any contravention by the *Contractor*.
- Visit the Site to identify Defects in the *works* and instruct the *Contractor* to rectify Defects as necessary and within the defect correction period. In doing so, co-ordinate effectively and efficiently to avoid undue duplication of effort, while retaining overall responsibility for enforcing the terms of the *works* Contract in respect of Defects.
- Co-ordinate access to the *Works* for the purpose of carrying out repairs and correction of Defects.



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- Inform the *Client* of any issues or complaints (including, without limitation, any raised or made by Expo), relating to maintenance and Defects issues.
- Provide a monthly written summary report to the *Client* setting out how effectively the *Contractor* is responding to the correction of Defects within the timescales prescribed in the *works* Contract.
- Institute procedures for the inspection of the Works at the end of the defect correction period. Lead and co-ordinate the preparation of schedules of Defects with input from the other consultants as required and agree the same with the *Contractor*. Issue instructions under the *works* Contract with regard to the correction of the Defects.
- Issue the Defects Certificate under and in accordance with the terms of the *works* Contract.
- Review the *Contractor's* maintenance plan and provide advice to the *Client* on where the plan could more effectively meet the *Client's* requirements.
- When deemed necessary by the *Client*, attend site during the maintenance stage to assist with quality checks of the *Contractor's* maintenance work and/or dispute resolution.

S230 Decommissioning and Demolition Phase

The *Consultant* shall:

- Validate the *Contractor's* decommissioning programme, ensuring it meets key milestones.
- Monitor progress of decommissioning against the programme.
- Provide weekly and monthly reporting to the *Client* on decommissioning progress.
- Validate the *Contractor's* reporting on the reuse, recycling and return of materials and equipment.
- Coordinate and attend all necessary inspections with Expo and the local authorities.
- Validate that the *Contractor* completes the decommissioning in line with Expo and local regulations, including handing the plot back to the Expo organisers in the same condition Expo handed it to the *Contractor* prior to construction.

S 300 Supervisor Functions

S 305 Functions of the Supervisor

The *Consultant* is to perform the role of *Supervisor* under the *Contractor's* NEC4 Engineering and Construction Contract, Option F, as amended. The *Consultant* is fully aware of the terms of the *Contractor's* contract, including the Scope, and all ancillary documents under which it is to manage.

The *Consultant* is fully responsible for undertaking all roles contained within the *Contractor's* contract that reference the *Supervisor*. It is deemed a requirement of this Scope, and the *Consultant's* obligations in Providing the Service to ensure it's own compliance in full, with the terms of the *Contractor's* contract.

For the avoidance of doubt, the requirements set out in each sub-section of S300, specifically this S305, shall apply throughout the course of the entire *works* contract, and are not limited to the individual Works Package stages described in S300. These are only provided to assist the *Consultant*, but do not limit in any way its general obligation to comply with the roles of the *Project Manager* or *Supervisor* under this Contract.

The list below is a non-exhaustive list of obligations that the *Consultant* must perform in carrying out the role of the *Supervisor*. Any reference not included



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within the list shall be in no way evidence that the *Consultant* was not to provide that service, if it is contained within the terms of the *Consultant's* contract, elsewhere in the Scope, in the *Contractor's* Scope, in the *Contractor's* contract or in any Expo guidance, regulation or documentation.

The *Consultant's* role as *Supervisor* includes, but is not limited to the following:

- Ensuring the *Contractor* is aware of its obligations in relation to Health & Safety and overseeing such that traffic management (TM) and H&S measures and systems are put in place and that these are sufficient.
- Ongoing supervision and monitoring of *works* being carried out by the *Contractor*.
- Checking *Contractor* work and overseeing that the *works* meet the required standards in accordance with the relevant specifications and that *works* completed correlate with the *Contractors* 'for construction' design drawings and documentation.
- Keeping a daily record of progress of *works* on site by the *Contractor* and maintaining well organised daily records.
- Ensuring monthly progress reports issued by the *Contractor* align with the *works* actually carried out on site.
- Identifying Early Warning and potential Compensation Events and keeping good records of potential early warning and compensation events that could arise and making the *Project Manager* aware of these so that they can be considered for inclusion (or not) by the *Project Manager* on the registers.
- Ensuring the *Project Manager* is kept up to date on any issues that could potentially arise during the *Works* that could lead to compensation events, Health & Safety Issues etc.
- Attending site meetings and *Client* meetings as required.
- Preparing reports for the *Project Manager* and/or *Client* as required.
- Assessing *Contractor* Invoices/Monthly Statements and claims.
- Monitoring progress against *Contractor's* programme and *Contractor* performance on an ongoing basis.
- Verifying *Contractor's* plant and equipment that is in use and *Contractor* resources being used.
- Ensuring the *Contractor* is aware of its obligations to provide as constructed *works* records, and confirming to the *Client* that these are being maintained and updated on an ongoing basis by the *Contractor* and 'as constructed information' is accurate and issued regularly by the *Contractor*.
- Witnessing the testing, commissioning and certification of completed *works* by the *Contractor*.
- Carrying out inspections and regular audits on different elements of the *works*.
- Identifying defects and carrying out snagging of *works* carried out by the *Contractor* and preparing lists for the *Project Manager*.
- Providing reports to the *Project Manager* of any incidents that occur as requested by the *Project Manager*.
- The *Supervisor* is responsible for the quality of the work and must carry out tests and inspections required by the Scope or applicable law.
- Assist the *Project Manager* in assessing the amount due at each assessment date by providing information on:
 - The use of Plant and Materials on Site (as recorded in the site diary);
 - Labour used (as recorded in the site diary);



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- Disallowed Costs, for example, correction of Defects after Completion, or a Defect caused by the *Contractor* not complying with a constraint in the Scope;
 - Costs of Defects correction specifically excluded from the works Contract.
- The *Supervisor's* day-to-day procedures include the following:
 - keeping track of the programme so as to prepare, for tests/inspections and any marking required;
 - checking work done against the Scope to notify any Defects found;
 - carrying out tests/inspections;
 - watching tests/inspections;
 - marking Equipment, Plant and Materials;
 - keeping track of risks that affect their activities;
 - keeping records of activities, for example a site diary.

It is not envisaged that the *Supervisor* will be required to provide day-to-day presence and supervision during the Facilities Management phase of the works. The *Supervisor* (and *Project Manager*), will be required when deemed necessary by the *Client*, to attend site during the maintenance stage to assist with quality checks of the *Contractor's* maintenance work and/or dispute resolution. The Consultant is not entitled to any costs relating to this stage of works for day-to-day presence, unless required by the *Client*. The *Consultant* will however be deemed to have priced for being called upon when necessary during this period.

The *Consultant* shall:

- Comply with the *period of reply* (for all communications).
- The *Supervisor* is to communicate and liaise with the *Project Manager*, the *Client*, the *Contractor* and the *Adjudicator*. The *Supervisor* may also be required to interact with anyone whom the *Project Manager* delegates its actions to, for example:
 - a quantity surveyor (payment);
 - a planner (the programme);
 - a risk analyser (the Early Warning Register);
 - an administrator (early warnings and compensation events);
 - health and safety inspectors or specialists;
 - environmental inspectors or specialist;
 - building control officers;
 - community relations people;
 - insurance inspectors;
 - anyone on the design team;
 - utility providers;
 - Subcontractors and suppliers of Plant and Materials delivered to the Working Areas.
- Together with information provided by the *Project Manager*, the *Client*, the *Contractor* and/or any other third party, familiarise itself with the works Contract to the extent necessary to be in a position to carry out the role as *Supervisor* in accordance with the terms of the works Contract.
- Attend any meetings with the *Project Manager*, the *Client*, the *Contractor* and/or any other third party in relation to the *Supervisor* role.
- Monitor the progress of the *Works* in accordance with the obligations under the works Contract.



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- Maintain and keep up to date all such files and records relating to the *Works* as are necessary to enable the *Supervisor* to monitor the progress of the *Works* in accordance with works Contract.
- Attend inspections with representatives of the *Client* and where requested.
- In the event of an Adjudication, liaise as necessary with and provide all required information and assistance to the *Client* and its appointed legal and technical advisers, the *Adjudicator* and the various stakeholders involved.
- Perform all other duties and functions (not specifically listed in this Schedule) ascribed to the *Supervisor* under the works Contract.
- Record clearly and concisely the facts of all on-site activities and events and everything that around the construction Site.

S 400 Constraints on how the *Consultant* Provides the Services

S 405 General Constraints and Expo Requirements

Unless otherwise agreed by the *Service Manager* and *Consultant* in Providing the Services the *Consultant* complies with the Expo requirements in relation to the *services* and must ensure all Subcontractors and suppliers do the same.

The *Consultant* is to ensure the *Contractor* complies with its Scope under the *works* Contract. The *Consultant* is also responsible for the interfacing, managing and co-ordinating of the *Client's* suppliers and/or partners, Others and Expo, to ensure that successful delivery of the project to achieved, in accordance with all Expo Guidelines and regulations.

The *Consultant* must comply with all Expo Guidelines and local regulations in all of their activities in relation to Project Management and Supervisors obligations, as if it was itself the *Client*, with regards to all Works Packages of the UKP, as well as when managing and co-ordinating the interfaces between the *Client*, its partners and/or suppliers, Others and Expo.

This includes any Expo Guidelines which are yet to be released at the date of production of this Scope. A list of the key current documents can be found below. The *Consultant* will need to liaise with Expo to stay aware of the latest guidance and keep the *Client* and the *Contractor* informed of any new guidance which will affect the *Contractor's scope*.

- Design Guidelines Type A (Annex 5)
- Design Guidelines Appendix (Annex 6)
- Universal Design Guidelines (Annex 14)
- BIM Requirements (Annex 4)
- Construction Demolition Guidelines Type A (Annex 7)
- Sustainable Procurement Code (Annex 8)
- Special Regulation 4 – Construction (Annex 20)
- Special Regulation 7 – Transport & Customs (Annex 21)
- Site construction rules, including:
 - About Environment Assessment (Annex 9)
 - Matters to be agreed upon for the general management (Annex 10)
 - Common temporary road plan (Annex 11)
 - Vehicle traffic route plan (Annex 12)
 - Construction rules (Annex 13)



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- Customs and Freight Handling Guidelines, including:
 - Handling of Freight (Annex 15)
 - Customs Procedures (Annex 16)
 - Freight handling tariff (Annex 17)
 - Customs clearance services tariff (Annex 18)

Where appropriate, and not the express obligation of the *Contractor*, the *Consultant* shall

- liaise directly with the local authorities in relation to all Works Packages for the UKP to get their feedback and cooperation towards the Concept Design and Final Design approvals.
- liaise directly with the Expo organisers and their site Contractors during the construction phase to provide updates on progress, coordinate deliveries to site and participate in Expo's Communication and Coordination Council.
- ensure that the *Contractor* nor any of its supply chain will bring no explosives or hazardous materials to the Site.

The *Consultant* shall comply with all requests for information or inspections made by the organiser, including Health & Safety inspections.

The *Contractor* is responsible for gaining all necessary approvals for the design, build, operation, maintenance and decommissioning of the Pavilion and for all associated fees.

S 410 Statutory regulations applicable to the Site location

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

To the extent applicable, and when required to Provide the Services, the *Consultant* also complies with the law applicable to the Site location, in Osaka, Japan including any statutory regulations and legislation.

The *Consultant* is obliged, and must provide the Client with regular updates on legal, regulatory, health and safety, building management and other changes affecting the Site or project generally, whether these be changes from Expo or the Japanese government.

S 415 Behaviour of site personnel

The *Consultant* ensures that all its persons act in a professional manner that does not bring the *Client* into disrepute or discredit and takes due regard for the culture and practices of the Site location.

No alcohol or drugs are brought to or consumed on Site. Anti-social behaviour is not tolerated on the Site and the *Service Manager* may instruct offenders to be permanently removed from the Site.

S 420 The Contractor's Scope

The *Consultant* is entirely aware of all obligations contained within the Contractor's Scope. Annex 23

Where there exist references to actions, tasks, requirements or activities referencing the *Project Manager* or *Supervisor* (or the role the *Consultant* shall



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fulfil, identified by any other reference), the *Consultant* is deemed to be aware of these, as if these were themselves contained within this Scope document.

The *Consultant* is required to carry out or abide by any of the actions, tasks, requirements or activities referenced in the *Contractor's* Scope that are required of it.

S 425 Sustainability

The *Consultant* must ensure all sustainability requirements, set out in the Annexed documents.

The *Consultant* must comply with all Expo requirements around sustainability including, but not limited to the controls outlined in section 3.4 of Expo's "Design Guidelines TypeA" (Annex 5) and section 6 of Expo's "Construction Demolition Guidelines TypeA" (Annex 7)

The *Consultant* is required to comply with Expo's "Sustainable Procurement Code" (Annex 8) under the following conditions specified by the organiser:

- The *Consultant* must comply with the procurement code.
- The *Consultant* must cooperate with the Expo organiser in the verification and monitoring of their compliance statuses.
- The *Consultant* must accept audits by a third party designated by the Expo organiser.

S430 Responsibility Matrix

The *Consultant* is required to provide a Responsibility Matrix for approval from the *Client*. This is to be prepared in conjunction with the *Client*, the *Contractor*, and where appropriate, within input from the *Client's* suppliers and/or partners, Others and Expo.

The Responsibility Matrix must set out:

- The individuals responsible for certain tasks
- Actions that are required to be taken
- The timeframes when something is required or when actions are to be taken
- Contingencies for failure of meeting timeframes

The document should be a live project management tool, able to be amended throughout the course of the project.

The *Consultant* must deliver this Responsibility Matrix within 14 days of the Contract Date. Any revision to the Responsibility Matrix required by the *Client*, must be made within 2 days and shared with the *Client*. No change to the Responsibility Matrix can be made without express agreement in writing from the *Service Manager*.

S435 Change Control Constraints

The *Consultant* must keep the *Client* informed of any and all compensation events, design changes or value engineering solutions, as well as any significant programme deviation that would potentially cause the missing of any Key Date, Milestone or Sectional Completion Date.

The *Consultant* is not permitted to agree to implement any compensation event or change to the programme, change to the Scope, change to the design or



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anything affecting the Prices or Completion Date (or Sectional Completion Date or Key Date) without first consulting with the *Client*.

The *Consultant* must take into account the timings under the *works* Contract when informing the *Client* in its function of administering and managing the *works* Contract, and cannot rely upon any defence or argument of delay or loss in instances when the *Consultant* failed to take into account a reasonable time for the *Client* to respond in considering or approving any change.

S440 Key Persons

The *Consultant* is obliged to provide persons suitably qualified to carry out the services described within the Contract and this Scope.

At a minimum, the *Consultant* must provide people with:

- Experience in delivering projects of this size, scale and complexity, more specifically international events of the size and scale of Expo;
- Suitable language skills (English / Japanese as a minimum);
- Requirements and suitability criteria described in S000 and S105 of this Scope.

S445 Consultant's Liability

The *Consultant's* liability for works, services and/or any actions or activities under this Contract shall only be those that the *Consultant* is responsible for providing. Where there exists any action, inaction, default, error or fault of another party (including the *Contractor*) in not complying with their contractual obligations, the *Consultant* shall not be liable for these, insofar as the action, inaction, default, error or fault is not due to or contributed by the *Consultant's* failure to comply with its obligations under the Contract.

S 500 Managing the *Contractor's* design

S 505 *Contractor's* design obligations

The *Consultant* is required to manage the design approval of the *Contractor's* design. The *Consultant* is required to consult with ICDS and the *Client* in obtaining necessary approval to sign off on the *Contractor's* design.

The *Consultant* is responsible for ensuring the *Contractor* adheres to its programming commitments in terms of design delivery, and is not to cause delay in the obtaining of design approval.

The *Consultant* must keep the *Client* informed of all design changes, and notify any suggested value engineering or departure from approved design within 24 hours.

The *Consultant* shall:

- Manage the preparation of a design strategy.
- Oversee the development of the Design Responsibility Matrix.
- Manage the activities of the *Contractor's* design team with the intent of developing a fully coordinated design.
- Oversee the integration of the ICDS content design using the *works* contract. Liaise closely with the ICDS supplier to gain their input into design development.
- Implement a formal verification and validation process.



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- Oversee and approve the development by the *Contractor* of an interface matrix, and check that interfaces between work packages and trades are fully defined.
- Lead design reviews at key gateways as required.
- Monitor and report on coordination of the design and *works* by the *Contractor*.
- Support of the *Client*, to manage the formal review and approval of designs at each stage including attendance and review at any mock-up or prototype production proposed by the ICDS or *Contractor*.
- Oversee the process for the receipt, review, logging and distribution of shop drawings, material submittals, catalogues, samples and other like matters.
- Where necessary, organise and facilitate Value Engineering (VE) workshops, then monitor each VE proposal to track savings to the project.

The *Client* appointed an International Content Design Services (ICDS) supplier, Immersive Limited, (hereafter Immersive) in April 2023. Immersive have been responsible for providing a design intent for the Pavilion as a whole. See Annex 3 for Immersive's design pack which details both the visitor experience and the design intent for the Pavilion.

The *Consultant* must work closely with the *Client*, its suppliers and/or partners, Others, Expo and ICDS at all times, and take into account programming implications of these individuals.

The *Consultant* must ensure the *Contractor* designs in the following ways:

- Meet the requirements laid out in the Scope.
- Be compliant with Expo and local regulations.
- Be guided by the design intent.
- Be able to house the proposed content and visitor journey. The *Contractor* will need to work closely with the ICDS supplier on contract award to coordinate this.
- Be able to be developed, approved and constructed in line with the programme and key milestones
- Allow the building to be constructed and operated safely, in accordance with Japanese standards and regulations.
- Be designed using CDM (Construction Design and Management) Regulations 2015 as a minimum standard.
- Be suitable for the specific ground conditions of the Site. The *Contractor* will be responsible for determining the correct form of ground surveys to support the design and construction, arranging and securing any ground surveys and for their associated costs.
- Be suitable for operation from April-October 2025, taking into account the possible weather conditions during this period.
- Be able to operate successfully and be attractive to visitors both in the daytime and at night.

The *Consultant* must ensure the *Contractor* designs the UKP and interior Fit-Out in order to ensure that building permit's and/or Expo permits are achievable.



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The Consultant must work alongside the *Contractor* in assisting it creating and developing a BIM design in line with the Expo organiser’s requirements. See Annex 4 (BIM Guidelines) for more information.

The *Consultant* must ensure the *Contractor* designs and constructs the Pavilion in compliance with Expo’s “Universal Design Guidelines” (Annex 14) and the associated laws and regulations identified within this document.

S 510 *Client’s* design criteria

The *Consultant* shall only accept a *Contractor’s* design, on the basis it complies with:

- *Client’s* outline design / performance specification
- planning consent or equivalent as required by Expo,
- *Client’s* standards identified in S200 of the *Contractor’s* Scope,
- Expo site & UK plot details,
- Details of the overall Expo site can be found in section 2 of Expo’s “Design Guidelines Type A” document (Annex 5),
- The UK plot is a combination of plots A33 and A34,¹ and
- any other relevant requirement stated in the *Contractor’s* Scope.

Any deviation of this must be agreed in writing with the *Service Manager*.

S 515 Design co-ordination

The *Consultant* works alongside the *Contractor* to ensure all design submissions are met on time. These include ICDS, the *Client’s* suppliers and/or partners and any other individual providing design in relation to the *works*.

The *Consultant* must co-ordinate and manage design input for the *works*, and the project overall, managing all interfaces from all design supply chain members from the *Client*.

S 520 Design submission procedures

The *Consultant* and *Contractor* shall agree a design submission procedure and process. The agreement of this procedure shall be at no extra cost to the *Contractor*. No design submission procedure shall be implemented or put in place without first prior approval by the *Service Manager*.

Such design submission procedure shall be in accordance with Expo requirements.

S 525 Checking and approvals

The *Consultant* is responsible for ensuring the *Contractor’s* design achieves the *Client* objectives and Expo requirements. The *Consultant* shall not approve any design without first receiving the *Client’s* approval.

The *Consultant* shall be responsible for managing the timing and co-ordination of such approval, and is to ensure the *Client* receives at least 7 days notice from any deadline, Key Date or Milestone, to allow it adequate time to make such approval as necessary. The *Consultant* shall not be entitled to any change to the Prices or extension of time for any service delivery, where it has not provided the *Client* with sufficient time to make approval regarding design.

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¹ It is located in the “Saving Lives” district and is close to the waterfront. The plot sheet can be seen in Annex 1



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S600 Completion	
S 605 Completion	Completion is certified by the <i>Service Manager</i> only when the <i>Consultant</i> has Provided the Services and has provided all information as required by the Scope
S 610 Sectional Completion Option X5	Completion is certified by the <i>Service Manager</i> only when the <i>Consultant</i> has Provided the Services and has provided all information as required by the Scope
S 615 Pre-Completion meetings (Sectional)	The <i>Consultant</i> arranges Sectional pre-Completion meetings for each Works Package, where appropriate, to plan and co-ordinate a successful Sectional Completion and ensure full co-ordination of duties and actions across the project team (including <i>Client</i>), the <i>Contractor</i> and Others.

S700 Programme

S 705 Format of the Programme

The programme issued for acceptance consists of, but is not limited to:-

- a critical path gantt chart type programme produced using software agreed with the *Service Manager*,
- a methodology statement

The programme is issued in electronic format, both as a pdf file and in the Microsoft Project (.mpp) software file.

S710 Project and Contractor Programme Management

The *Consultant* shall take on separate, distinct and programme management responsibilities to that of the *Contractor* in relation to the project.

The *Consultant* shall be responsible for overall project programme management – dealing with the interfaces, co-ordination and management of the *Contractor*, the *Client*, the *Client's* suppliers and/or partners, Others and Expo. This programme must be integrated into the *Consultant's* own programme for submission and acceptance in accordance with the terms of clause 31 and 32 of the Contract.

The *Consultant* shall also be responsible for managing the Contractor's works contract programme as the Project Manager, responsible for ensuring it aligns with the *Consultant's* own master programme.

The *Consultant's* responsibilities in relation to managing the project delivery programme, as well as the *Contractor's* programme are listed below:

Governance and Controls

- Develop project governance, systems and tools, and integrate these into a programme framework to be used alongside the Contractor's programme to monitor performance and timings.
- Support the *Client* in identifying and developing their programme-level requirements.
- Integrate UK and Japan services with the *Client's* programme-level requirements.
- Support rapid decision making & change control to support the execution of the contract.



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- Support the capturing of lessons learned and participate in project level assurance reviews.

Programme Master Schedule Management

- Prepare and maintain a master schedule identifying and baselining in detail the *Client* interfaces.
- Support the *Client* in managing programme constraints outside the *Contractor's* contract.
- Conduct detailed schedule modelling to test master schedule assumptions and mitigations.
- Conduct analysis that ensures resources are optimised against the schedule.
- Track key dependencies that are functional (including, but not limited to Key Dates, Milestones, key delivery dates of goods, materials, equipment and components of fit out works) and/or *Client* or project specific (including, but not limited to content development, sponsorship integration, catering, VIP visits).

Programme Risk Management & Assurance

- Prepare and maintain a quantitative risk register supported by detailed scenario modelling to test the effectiveness of mitigations.
- Perform qualitative risk analysis and prioritise risks for further action.
- Utilise scenario modelling outcomes to inform continuous contingency management.
- Provide a specialist risk report to inform on the movement of risks and their mitigations.

Strategic Dashboard Monitoring

- Prepare and maintain bespoke digital dashboard reporting templates.
- Undertake initial data review and collation to form reporting baseline.
- Regularly collate data and update dashboard reports for review at regular intervals with the *Client*.

The *Consultant* shall support the management and delivery of the *works* and support the *Client's* team by maintaining and keeping records and acting as their eyes and ears on Site. These records can be in the following form:

- Site diaries;
- Site walkabout/Site visits of Working Areas;
- marked-up drawings showing progress;
- marked-up programmes;
- progress photographs.
- Promptly notify the *Client* if circumstances arise that are likely to cause deviation from the programme.



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S 715 Details of the programme	<p>Each activity is segmented to indicate activity duration, time risk allowances, float, health and safety requirements and any other milestones or dates required by the contract within its period.</p> <p>Each activity shows predecessor and successor dependencies.</p> <p>Each activity is identified by its own unique sequential number, increasing in increments of five on the first issue of the programme. The same sequential numbering system is used for the same activities on the <i>activity schedule</i>.</p> <p>Free float, total float and terminal float are shown on the programme relative to the critical path analysis, planned Completion and the Completion Date.</p>
S 720 Methodology statement	<p>The <i>Consultant</i> issues a methodology statement describing the planned method of work detailing the logic and approach upon which the planning and programming of the <i>works</i> are based and the sequencing of all Subcontracted work. It includes for each operation how the <i>Consultant</i> plans to manage its Subcontractors.</p> <p>The aim of this statement is to establish the logistical and practical parameters within which the <i>services</i> are provided.</p> <p>The methodology statement is revised and re-issued for acceptance as required when the <i>Consultant</i> establishes in greater detail the methods, resources and people used. Comments from the <i>Service Manager</i> are incorporated as appropriate.</p> <p>The methodology statement is therefore a document which develops alongside the Works Packages, which is reviewed and updated on an on-going basis.</p>
S 725 Works or Services of the <i>Client</i> and Others	<p>The <i>Consultant</i> shows on its programme submitted for acceptance the order and timing of the work of the <i>Client</i> and Others, including Expo inspections or attendance of people at Site.</p> <p>The <i>Consultant</i> is deemed to have programmed for, and around the works and services of the following:</p> <ul style="list-style-type: none"> • The <i>Client</i> • The <i>Client's</i> suppliers and/or partners • Others • Expo • The <i>Contractor</i> • Third Party's not captured expressly above (and falling outside the wide definition of Others) connected with the <i>Client</i> or the UKP, including visitors. <p>The <i>Consultant</i> is responsible for aligning, co-ordinating and integrating the works and/or services of the above, through its programming and project delivery schedules.</p>
S 730 Milestone Dates	<p>The table below details key milestones to be met. These are either Key Dates or Sectional Completion Dates. The <i>Consultant</i> must include these in every programme. Where there is potential delay, the Methodology Statement and programme are to be updated to show how the <i>Consultant</i> is using all endeavours to mitigate against such delay. Within this, the Consultant must show how it</p>



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minimise disruption, and use all endeavours to re-align, manage and co-ordinate the *Contractor*, the *Client*, the *Client's* suppliers and/or partners, Others and Expo in re-programming the works with as little delay or disruption as possible.

Milestone	Date
General Design Submission to Expo for approval	Not later than 16 October 2023
Final Design Submission to Expo for approval	Not later than 03 January 2024
Building Permit approval and Construction commencement	Not later than 12 February 2024
Early possession to DBT for operations training & test events	Not later than 14 February 2025
Construction Completion	Not later than 04 April 2025
Exhibit Fitout Completion	Not later than 04 April 2025
Handover to DBT for Expo	Not later than 11 April 2025
Decommissioning, dismantling and site hand back	Not later than 4 February 2026

S800 Quality Management

S 805 Quality management throughout the Project

The *Consultant* is to ensure quality management of the *Contractor*, its subcontractors and supply chain throughout the duration of the Project. In doing so, the *Consultant*, in its role as either *Project Manager* or *Supervisor*, must at a minimum carry out or ensure the following:

- Ask to see any method statements or any risk assessments by the *Contractor* as these will help identify potential Defects. Access and file, where necessary, the method statements and risk assessments submitted by the *Contractor* to the *Project Manager* (but only if this is required by the Scope).
- Read and become familiar with the *Contractor's* Quality Management System ("QMS").
- Walk around the Site regularly to become familiar with the *works*, how the *Contractor* is interpreting the Scope, and the QMS being applied by the *Contractor*.
- Set up regular meetings with the *Contractor* to discuss the *works*, the *Contractor's* QMS, the requirements of the contract and other matters about which the *Client* wishes to be informed.
- Make notes (including photos) about the *works* on a regular basis to provide a reference record of the progress of the *works* and whether new Defects are caused by other work.
- Devise a numbering method for the Defect notifications both from and to the *Supervisor*.
- Assess the effectiveness of the QMS and make adjustments as required (e.g. suggest changes to the *Project Manager*, make changes to their own systems to take account of any deficiencies in the *Contractor's* system).



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- Set up regular meetings with the *Contractor*, to discuss notified Defects and Defects that have already been corrected or are to be corrected imminently.
- Ensure that accepting Defects is an agenda item for the regular meeting about Defects held
- Communicate with the *Contractor* so that the *Supervisor* is aware of (1) any accepted Defects where the appropriate communication with the *Project Manager* has not taken place, and (2) any change to the Completion Date.
- Note what aspects of the *works* will be carried out by Subcontractors and the actual checks by the *Contractor* against their accepted QMS.
- Note any checks required against the *Contractor's* design.
- Check for a description of the work that has to be done to reach Completion.
- Note any definition of Completion in the Scope for comparison against the *works*, especially when approaching Completion.
- Check for Defects that would prevent the *Client* using the *Works* and others from doing their work. Prepare a list of Defects including Defects that are to be notified after Completion.
- Check for any tests that are to be done at or around Completion or to reach Completion.
- Check for access arrangements for any Defects after take over.
- Identify Defects using the Scope and the law applicable to the contract.
- Suggest to the *Project Manager* that a Defect should be accepted, where this is appropriate.
- Keep track of any accepted Defects, especially where they impact on other parts of the *works*.
- Discuss the forthcoming instruction and their requirements about the search with the *Contractor*.
- Instruct the *Contractor* to undertake the search and instruct any required activities to support the search, for example, provide materials, uncover a part of the *Works* or undertake a specific test that is not required by the Scope.
- Be on Site to watch the search, for example, the uncovering of work and carrying out of a test.
- Record the search, including all activities before and after the search.
- Agree with the *Project Manager* and the *Client* their intended routine after Completion in terms of being on Site and continuing to look for Defects (and check off Defects that have been corrected by the *Contractor* post-Completion).
- Ask the *Contractor* to share their programme of Defect correction so that the *Supervisor* can be in the right area of the Site to check off any Defect correction.
- Receive Defect notifications from the *Contractor*.
- Ensure that accepting Defects is an agenda item for the regular meeting about Defects held with the *Project Manager*.
- Communicate with the *Contractor* so that the *Supervisor* is aware of any accepted Defects where the appropriate communication with the *Project Manager* has not taken place.
- Suggest to the *Project Manager* that a Defect should be accepted, where this is appropriate.
- Keep track of any accepted Defects, especially where they impact on other parts of the *Works*.
- Be aware of the area in which the Defect is located and keep track of whether it has been take over and what access is available for the *Contractor* so that the *Supervisor* can be proactive about working with the *Contractor* to correct Defects.



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- Be aware of which Defects may need correcting by others and have an idea of what is required so that the *Supervisor* can help the *Project manager* to assess the cost of correction by others, if so required.
- Maintain communications with the *Contractor* throughout the process.
- Finalise the list of Defects so that any uncorrected Defects are clearly identifiable.
- Identify any outstanding Defects and notify the *Contractor*.
- Share outstanding Defects with the *Project Manager*, who can make an adjustment for the release of retention where costs have been or will be incurred by the *Client* to have Defects corrected by someone other than the *Contractor*.
- Consider any proposals from the *Contractor* for accepting Defects.
- Arrange for the correction of Defects by other people.
- Review any areas of the *works* where the *Contractor's* QMS may be required, particularly where it corresponds with the Supervisor's procedures for Defects, for example, checking Subcontractors' work and areas of the *Works* prior to tests required by the *Supervisor* or by legislation.
- Ensure that the *Contractor* achieves the *Client's* quality objectives set out in the Scope.
- Until the *defects date*, notify each Defect as soon as it is found to the *Client* and the *Project Manager*.
- Issue the Defects Certificate at the *Defects Date*, or the earlier of the end of the last *Defects Correction Period* or when all notified Defects have been corrected.

S810 Consultant's Quality Management System

The *Consultant* operates a quality management system for providing the works, which complies with the following requirements:

- Compliance with BS EN ISO 9001 Quality Management system and 9002 (or equivalent standard agreed with the *Service Manager*.)
- Compliance with BS EN ISO 14001 Environmental Management system (or equivalent standard agreed with the *Service Manager*.)
- Compliance with BS EN ISO 18001 Health and Safety Management system (or equivalent standard agreed with the *Service Manager*.)
- Any additional requirements required by Expo

S 815 Quality Policy Statement and Quality plan

The *Consultant* states as a minimum in the quality plan how, in Providing the Services, it intends to comply with Expo requirements, and fulfil the following:

- manage and resource the *services*, including what Subcontractors and suppliers it intends to use,
- comply with recognised good practice,
- manage the setting out of the *works* and the instrumentation to be used.

The *Consultant* provides a quality statement which confirms their acceptance to meet or exceed the quality standards required by Expo for the duration of the contract.

S 820 Deleterious material

The *Consultant* does not allow the use of in the *works* any Plant and Materials which are generally known to be deleterious to health and safety and / or to the durability of the *works* in the particular circumstances in which they are specified



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for use or used, by acceptance of any design, or the inadvertent acceptance of any design from the *Contractor*.

S900 Test and Inspection

S 905 Tests and inspections

The *Consultant* is responsible for organising and arranging, attending and approving, presiding over and ensuring compliance with the Contract and Expo requirements for testing and inspections under the *works* Contract and for the project generally.

The *Consultant* is to deliver a Testing and Inspection Plan for the works and share with the *Client* for approval.

The Plan must demonstrate how tests and inspections will be carried out to ensure compliance with Key Dates, Milestones, Sectional Completion and the Completion Date. The Plan must provide the timings and necessary equipment required for any tests and inspections.

Where the *Client* will be required to attend, or requests to attend, it must be given at least 14 days notice prior to any test or inspection being carried out.

This Testing and Inspection Plan must be provided prior to the Construction Works Package phase commencing. This Plan will be a live project management tool that is subject to change and revision. No revision will be permitted without prior written approval of the *Service Manager*.

The *Consultant* shall, for the purposes of the *works* Contract carry out or arrange for the following:

- Organise tests and inspections to take place including but not limited to:
 - the location of testing;
 - the specialists required;
 - any procedures or notes from previous tests (where the tests are being repeated);
 - notice to be provided to the *Contractor*;
 - access requirements.
- Undertake own testing and inspections of the Equipment, Plant and Materials outside of the Working Areas.
- Supervise and witness other tests and inspections carried out by third parties and report any issues or concerns to the *Client*.
- Issue the following notifications to the *Contractor*:
 - of any tests or inspections to be carried out by the *Supervisor*, before they start;
 - results of tests and inspections;
 - if Plant and Materials have passed the test or inspection;
 - each Defect.
- Report to the *Client* on the results of such tests and inspections within a reasonable period.
- Review method statements or risk assessments required from the *Contractor* that may result in optional or follow-on tests/inspections.



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- Carry out tests/inspections that are perhaps routine and not specifically mentioned in the Scope (but should be included), such as checks of materials (e.g. aggregate) or testing mortar.
- Carry out tests/inspections that may clash in terms of when they will take place or things required — discussions with the Project Manager in the first place, and the *Contractor* to resolve.
- Provide any other parties involved in the test/inspection process, such as representatives from Expo or special bodies and the communications required from the *Supervisor* with regard to notice or test results.
- Carry out tests/inspections to be undertaken after take over but before the defects date — check for any prior set-up requirements.
- Arrange tests/inspections that the *Supervisor* may need others to do if these are outside of its expertise (e.g. software).
- Arrange tests/inspections to be undertaken by the *Contractor* or external bodies which the *Supervisor* wants to watch or be a part of.
- Carry out tests/inspections that may take place over a period of time (e.g. performance tests) —check for any prior set-up requirements.
- Any tests/inspections on the *Contractor's* design that may be required.
- Make sure that the tests and inspections included in the Scope and the applicable law provide enough information to assess the *Works*. If the *Supervisor* thinks that more or different tests need be done, approach the *Client* and the *Project Manager* for further discussions.
- Be aware of upcoming tests/inspections and whether the *Client* is to provide anything for the test/inspection.
- Keep records of all tests/inspections, their outcome, facilities provided and any known costs of taking or repeating tests.
- Notify the *Contractor* before the *Supervisor* carries out tests/inspections, making sure that enough notice is given to the *Contractor* so that they can prepare for it.
- Ask the *Contractor* if they want to watch the test and provide access for them (if required).
- Carry out the test/inspection.
- Make sure not to take too long to prepare for and carry out the tests/inspections and potentially delay the *Contractor* unnecessarily, especially where the success of the test will trigger a payment to the *Contractor*.
- Notify the *Contractor* of the results of the tests/inspections.
- If the test/inspection shows a Defect, make the notification and ask the *Contractor* of its timescales to correct the Defect so that the *Supervisor* can schedule another test/inspection. Advise the *Project Manager* of the Defect, especially if the test is on the critical path of the Accepted Programme and/or a Key Date. Be a part any discussions to accept the Defect.
- If the test/inspection fails a second time, hold a dialogue with the *Contractor* and the *Project Manager* regarding forecasts and predictions of future tests etc.
- Receive notification of any tests/inspections to be carried out by the *Contractor*. Make sure that the *Contractor* has given enough notice; advise the *Contractor* that more time is required if this is the case.
- Receive notification of the results of the *Contractor's* tests/inspections. Take action if the results do not tally with the *Supervisor's* assessment.
- Make sure that the *Supervisor* is aware of when all the *Contractor's* tests will take place and what is required to carry them out.



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- Watch any test carried out by the *Contractor*, as long as the test is required by the Scope and the applicable law. Otherwise, ask the *Contractor* if the *Supervisor* may watch the test and any inspections the *Contractor* plans to carry out.
- Contribute to the *Project Manager's* assessment of the cost of repeating a test/inspection after a Defect, where the *Project Manager* has asked the *Supervisor* to contribute.
- Ask the *Contractor* when it needs Plant and Materials that the Scope requires to be tested so that the *Supervisor* can undertake the tests in time (the *Supervisor* should be fully aware of the Accepted Programme so that they can still do the tests in time even if the *Contractor* does not give them notice).
- Tell the *Project Manager* that the Plant and Materials have passed their tests and so can be brought to the Working Areas
- Review of the *Contractor's* quality procedures that will take place in the Working Areas and outside the Working Areas for Equipment, Plant and Materials, especially those which the *Supervisor* may be required to test/inspect prior to marking and delivery, such as how they plan to implement the work (method statement) and quality plan, quality audits and management of non-conformances.
- Sample the Plant and Materials against which the quality of the *Works* will be measured and monitored.
- Review any procedures for engaging with the *Contractor* for submission of samples and acceptance and/or interaction with the *Project Manager* and *Client*.

In Providing the Services, the *Consultant* complies with all testing and inspecting requirements, and ensures the *Contractor* complies with all testing and inspection requirements, required by the contract, including those:

- stated in the work specifications and drawings and
- required by Expo,
- required by law applicable to the Site location, including any statutory regulations and legislation.

S 1000 Management of the *services and works*

S 1005 Management of the *works*

The Consultant must ensure the Contractor complies with its management obligations. This is a key role of the Consultant, in managing the Contractor's co-ordination and delivery of the Works Packages.

The Consultant is to keep the Client informed at all times of the Contractor's progress, and monitor progress against the Contractor's Accepted Programme and Construction Management Execution Plan (CEMP).

The Consultant must ensure the Contractor's compliance against the following requirements or activities, and is responsible for the delivery of these in accordance with the Contract and Contractor's Scope:

- CEMP
- Construction Logistics Plan
- Sustainability Plan
- Contractor Environmental Plan



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- Construction Waste Management Plan
- Contractor Emergency and Fire Plan
- Construction Health and Safety Plan
- Authority Approvals, Permits and compliance
- Security Plan
- Communications Plan
- Construction Strategy Plan
- Procurement Plan
- Design Management Plan
- Document Management Plan
- BIM Execution Plan
- Construction Project Quality Plan
- Construction Management Plan (where different from the CEMP)
- Testing & Commissioning Plan
- Utilities Plan
- Handover Plan

S 1010 Budget Cost Management

The *Consultant's* cost management processes must be in line with the contract. The *Consultant* is required to provide regular valuations, cash flows and cost reports to be agreed with the *Service Manager* prior to commencement of the *services*

The *Consultant* is required to provide regular updates on the forecast final cost and the cost of each of the work packages.

S 1015 Project coordination meeting

This meeting is held within 14 days of the Contractor's appointment. It is the Consultants responsibility for arranging and organising this meeting.

The Consultant chairs and minutes these meetings with the Client and Contractor, and any Others in attendance.

Minutes are made available by the Consultant within 5 days of the meeting.

S 1020 Quality meetings

The period between schedule meetings is the *assessment interval*.

The meeting is attended by the *Client*, the *Project Manager*, the *Contractor*, the *Supervisor*, Subcontractors identified by the *Project Manager* as needing to attend and any other person or Other that the Parties agree should be present.

The meetings are chaired and minuted by the *Supervisor* and provide a forum for the project team to make key decisions and report to the *Client*. These meetings are typically a forum for all parties to raise any quality concerns, agree actions for resolution and then monitor the resolution.

Minutes are issued within 5 working days of the date of the meeting.

S 1025 Joint planning meetings / workshops

The *Contractor*, *Project Manager* and any Other required meet regularly to update and agree the revised programme and in preparing and assessing quotations.



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S 1100 Services and other things to be provided

S 1005 Services and other things to be provided by the *Consultant* for use by the *Client*, *Service Manager* and Others

The *Consultant* is to provide the *Client*, at no cost:

- Meeting Space when in Japan;
- Training on project deliverables, made available on-line and/or in person
- Market intelligence on Expo 2025 that will directly affect the *Client's* project, to be provided monthly, including, but not limited to:
 - Political / Regulatory / Social updates on Japan
- Regular project updates

S 1200 Health and Safety

S 1205 Particular health and safety requirements

The *Consultant* complies with all health and safety requirements imposed by Expo and the law of the Contract, as well as any statute, regulation or law in place in Osaka, Japan.

S 1210 Explosives

The *Consultant* does not allow any explosive substances to be brought into the Site or used for any purpose

S 1215 Inspections

The *Consultant* inspects the *Contractor's* site offices, working and storage areas in respect of fire precautions and health and safety provisions and complies with any instructions as a result of such inspections.

S1300 Subcontracting

S 1305 Restrictions or requirements for subcontracting

The *Consultant* must ensure that the same obligations, constraints, requirements and restrictions are contained within each of its subcontracts, unless the *Service Manager* expressly agrees otherwise.

The *Consultant* must ensure to apply the obligations, constraints, requirements and restrictions to each Subcontractor

S 1400 Title

S 1405 Marking

The *Consultant* must:

- Check and verify the quality assurance documentation provided by the *Contractor* for of Equipment, Plant and Material and mark them to protect the *Client's* interest.
- Check the Scope to see if there are any requirements for the *Contractor* to prepare any Equipment, Plant and Materials outside the Working Areas for marking.
- Access the Accepted Programme and check whether the requirement to prepare for marking any Equipment, Plant and Materials is included as an operation, date or procedure or a Condition for a Key Date (Key Dates will also be in the Contract Data). Alternatively, check when the Accepted Programme shows the Equipment, Plant and Materials to be required (perhaps as 'Equipment or other resources') or ask the *Contractor* what its timetable is.

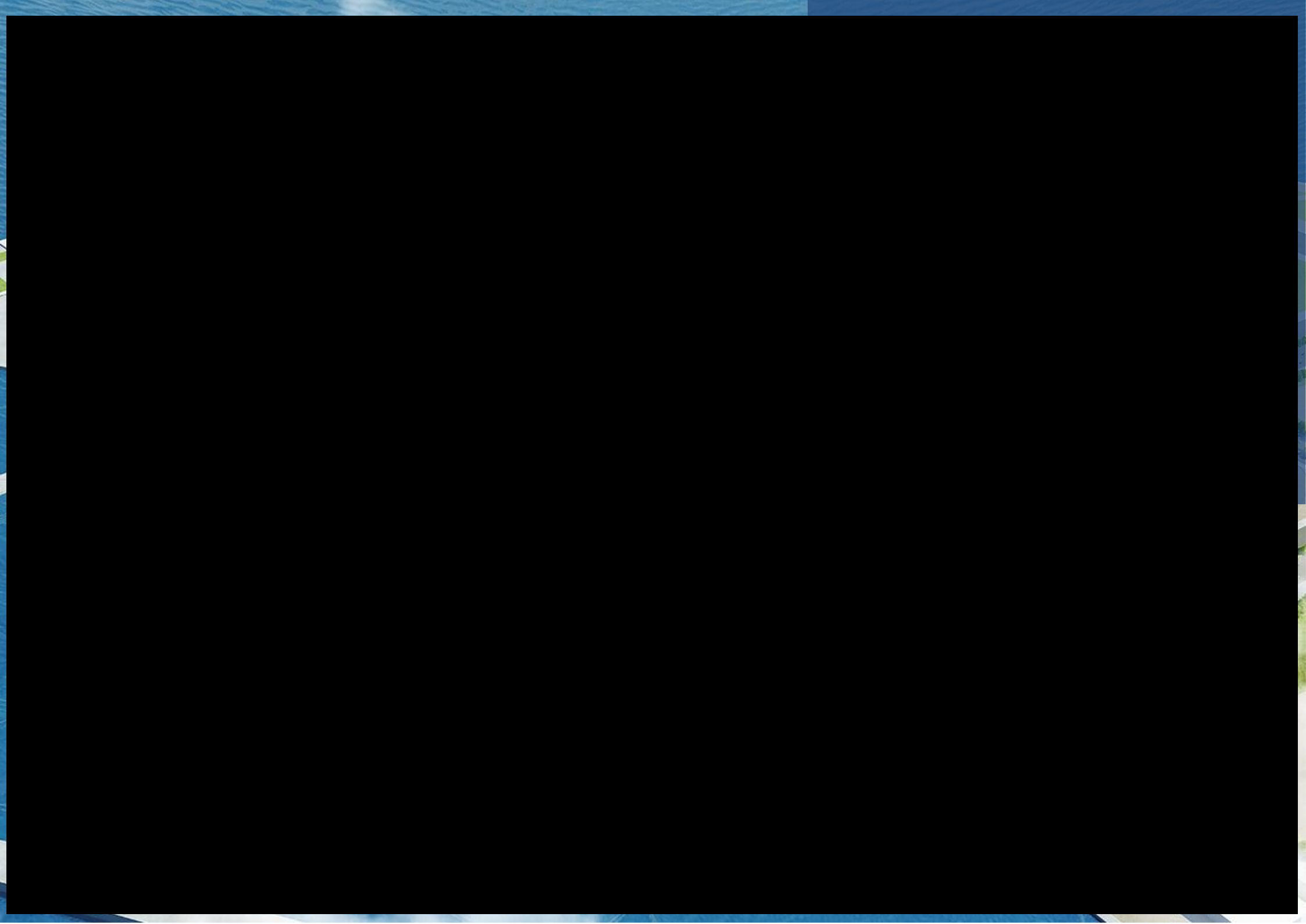


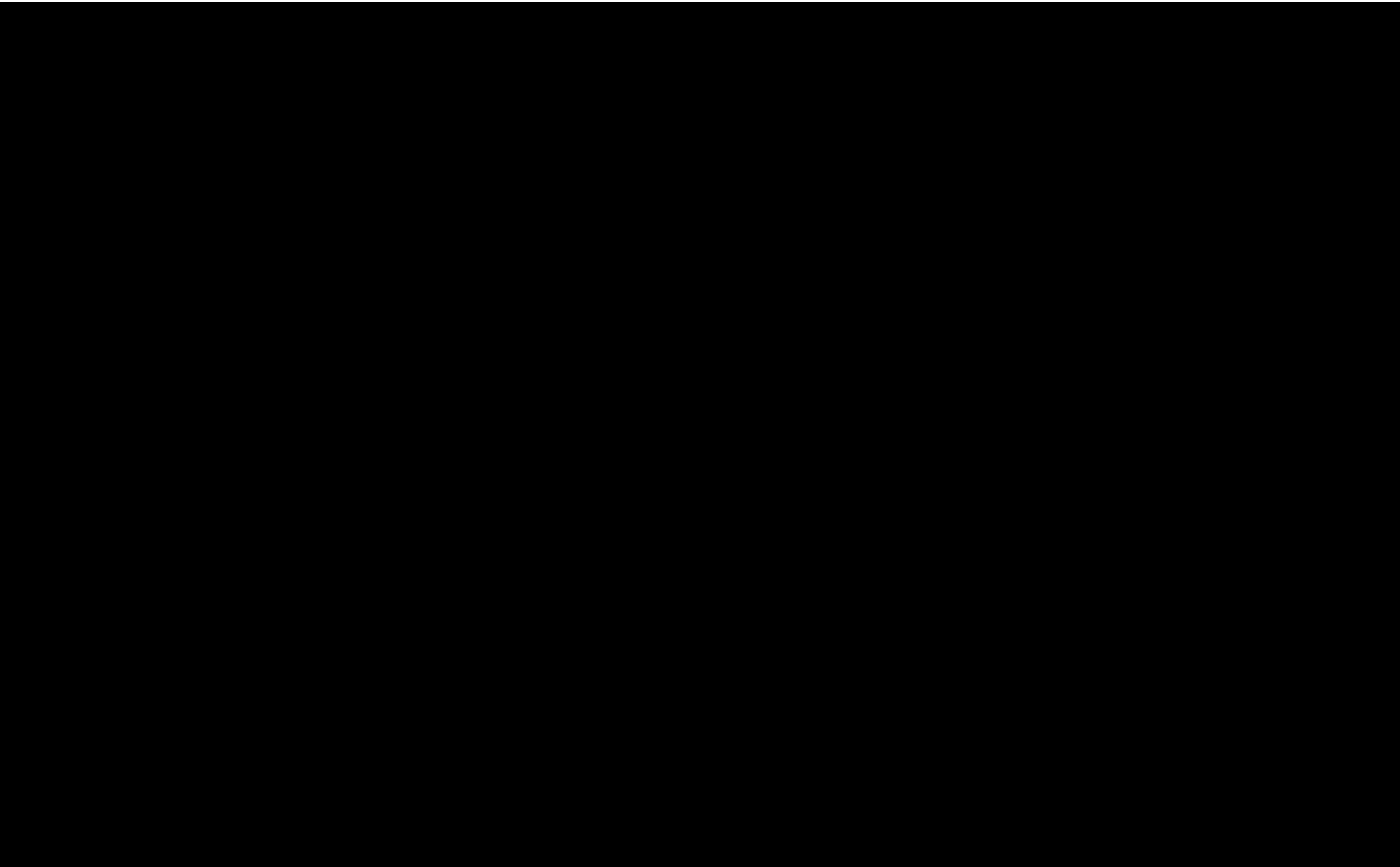
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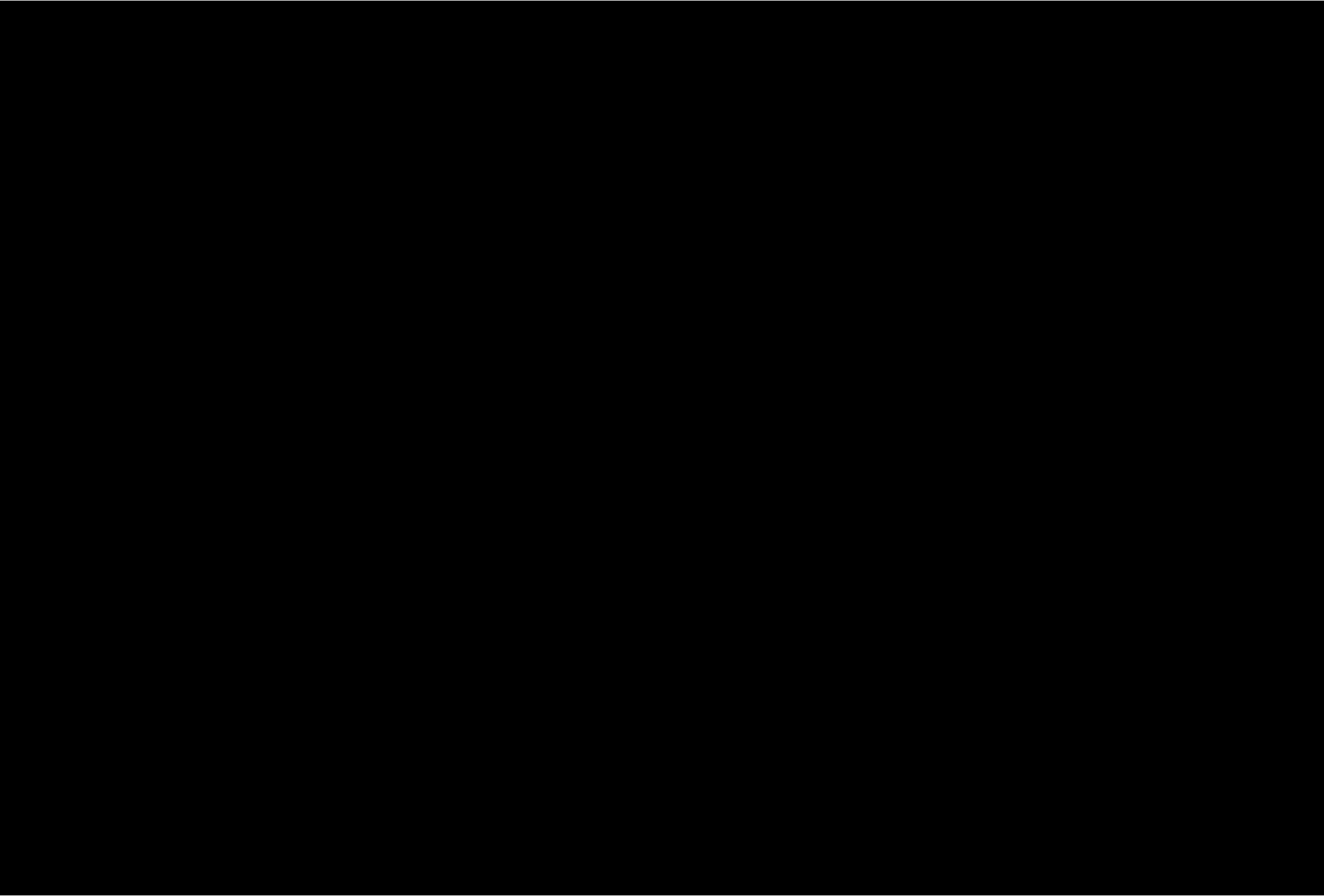
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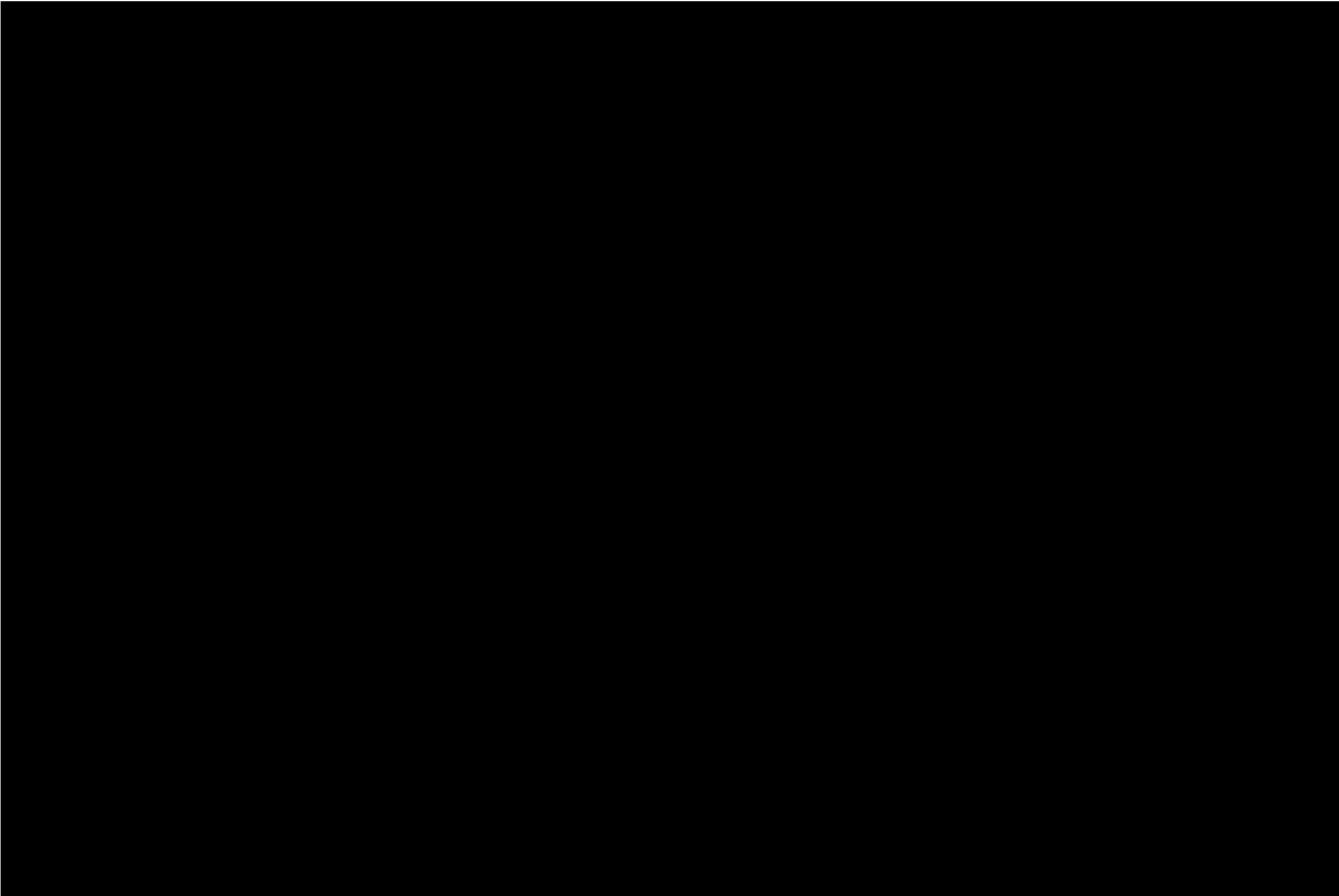
- Access the Contract Data for a description of the Working Areas, and where required or expressly requested by the *Client*, travel to another part of the country or in some instances overseas to carry out the marking. It is envisaged that travel out of country (either Japan or the UK) would be in extreme circumstances. Travel costs will be reimbursed by the *Client* as expenses, in accordance with the conditions of contract, which for the avoidance of doubt must be provided by the *Consultant* and agreed by the *Client* in writing, prior to any expense being spent. Access the Scope by the *Contractor* or the *Contractor's* tender, and speak with the *Contractor* to understand more about the locations of any Equipment, Plant and Materials that are outside the Working Areas.
- Advise the *Client* and *Contractor* when the *Supervisor* will be carrying out the marking of items, as required.
- Carry out the marking of the required items.
- Take photographs and make notes as required as evidence that this obligation is complete and the *Client's* interests are protected.
- Advise the *Service Manager* that the marking is complete so that the *Project Manager* can continue to manage the programme.

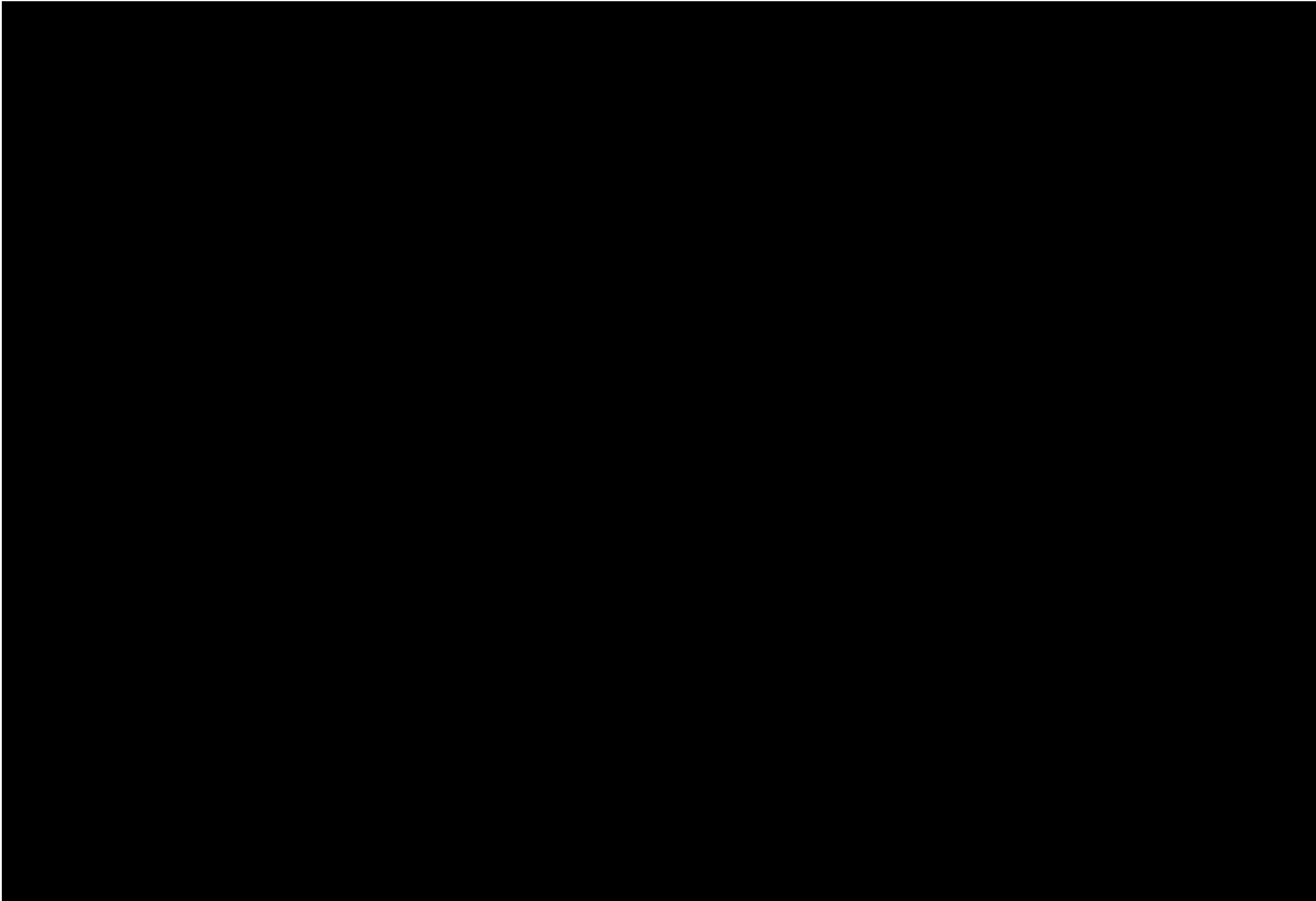
Scope provided by the *Consultant*

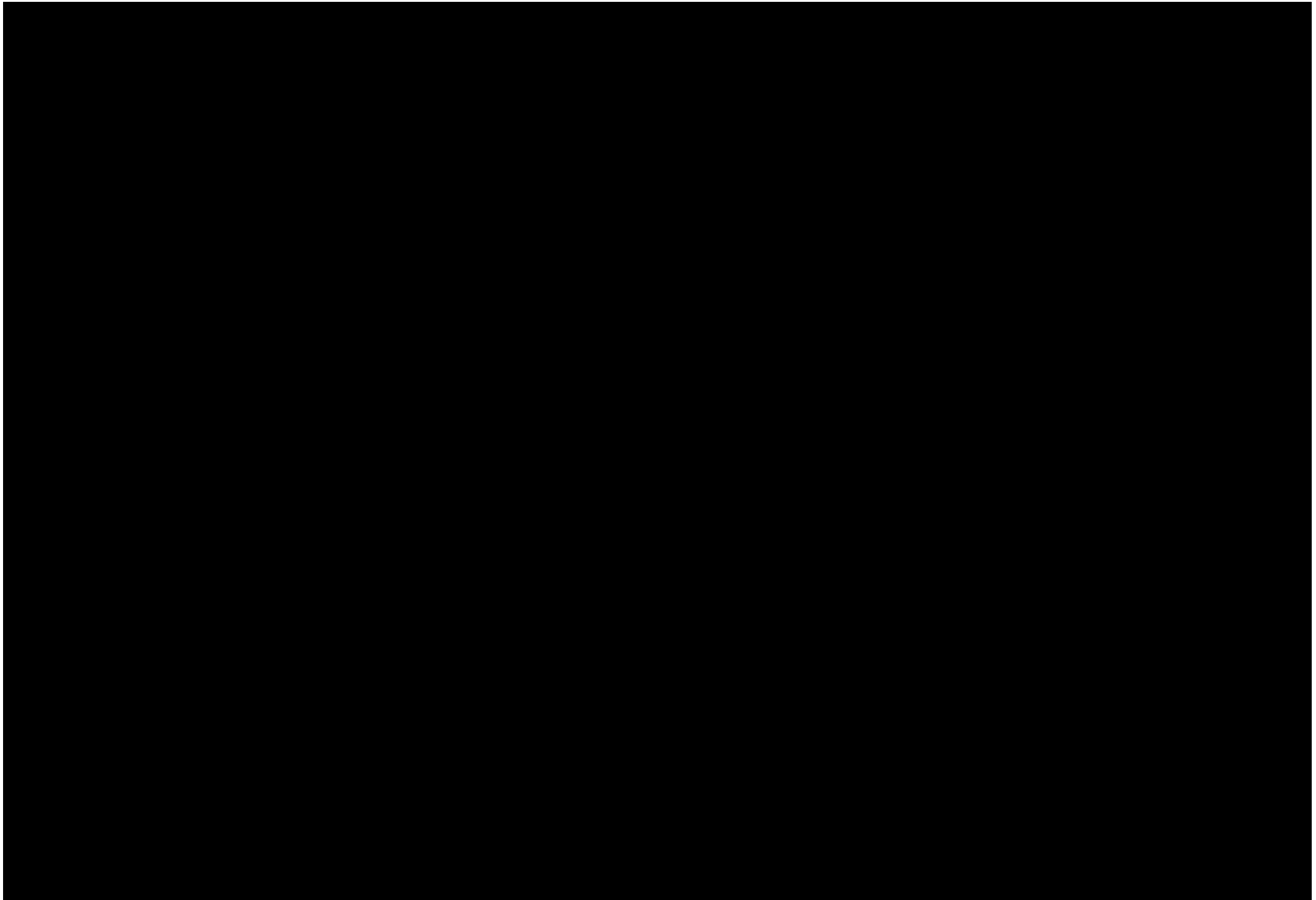


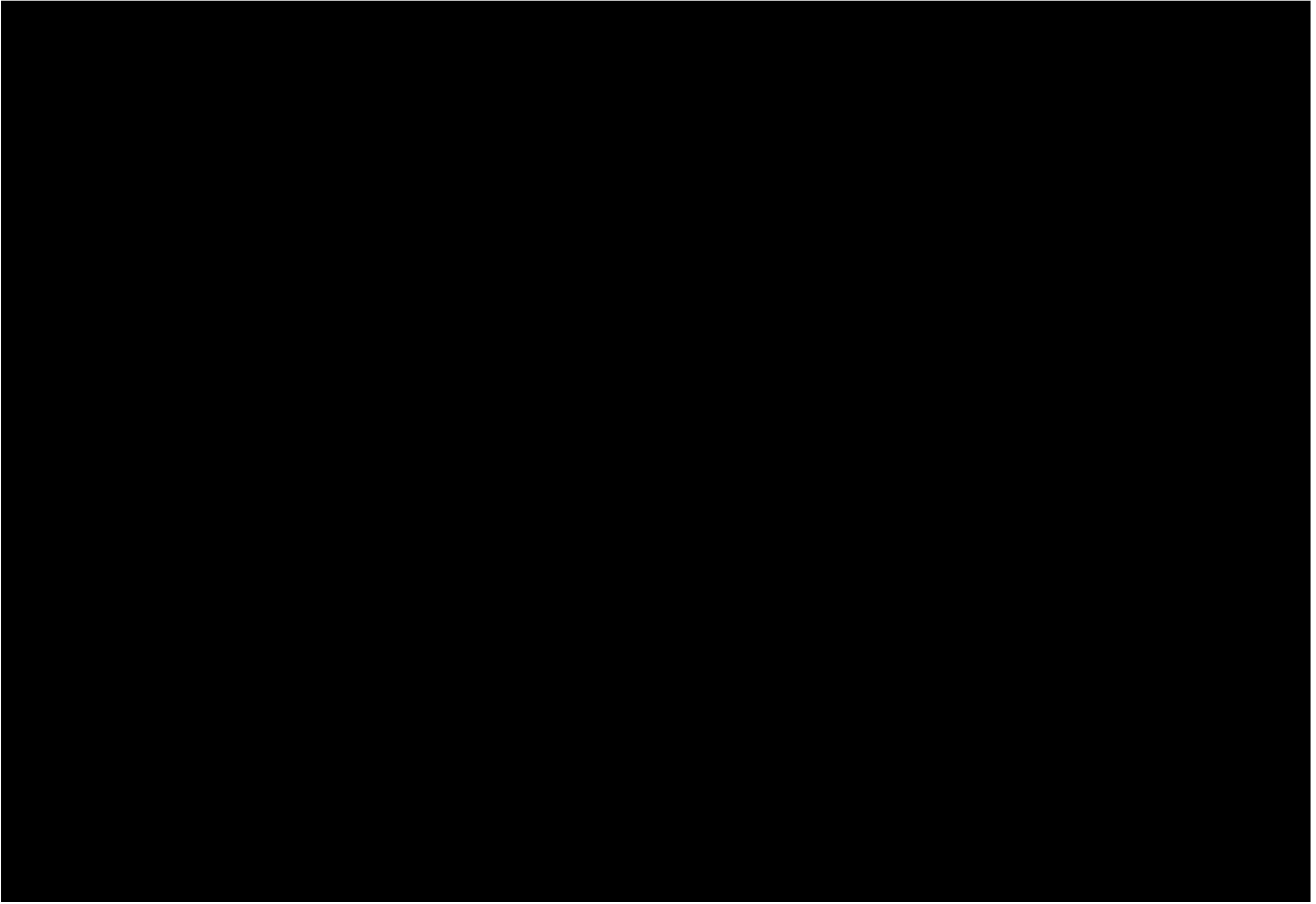


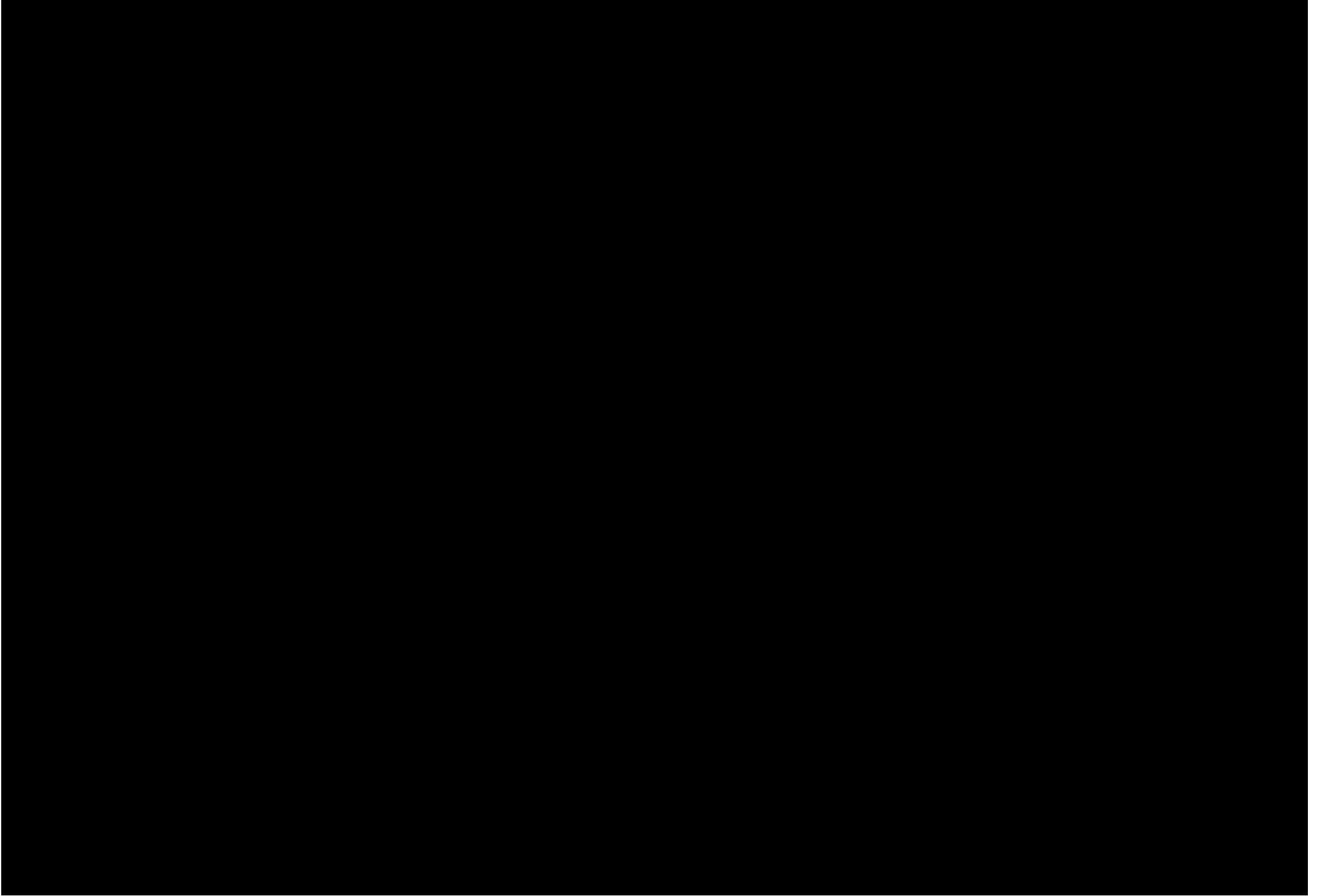


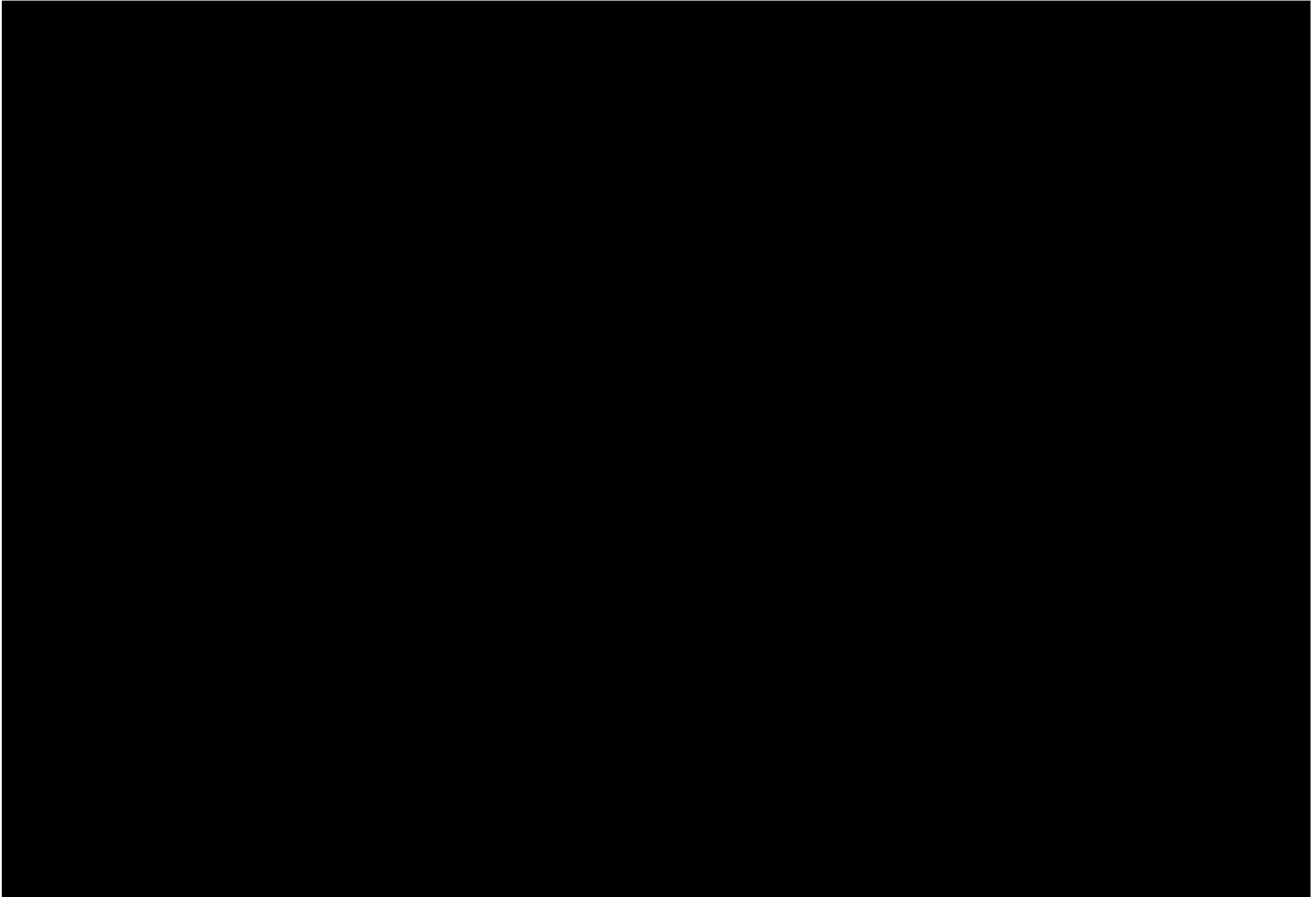


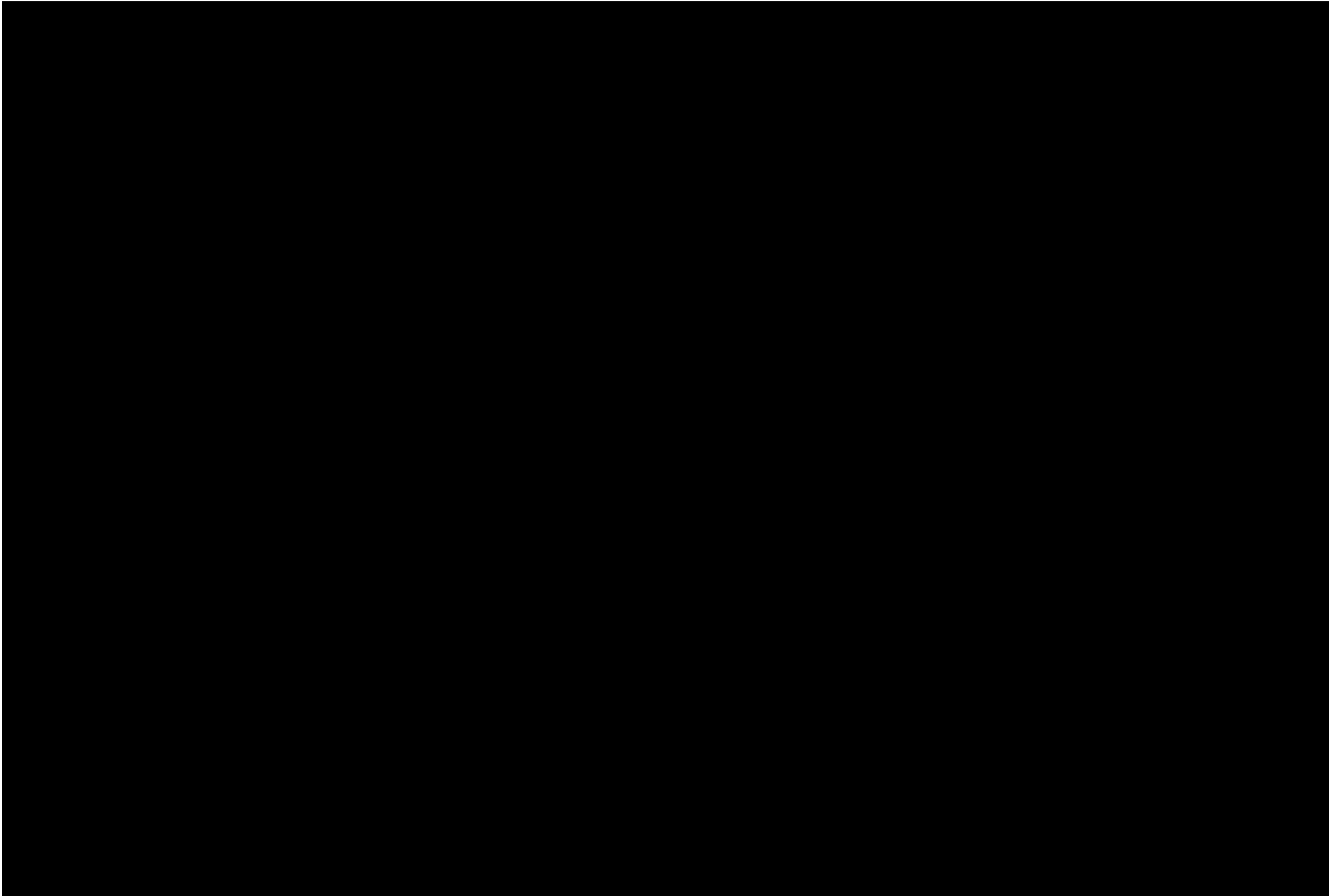


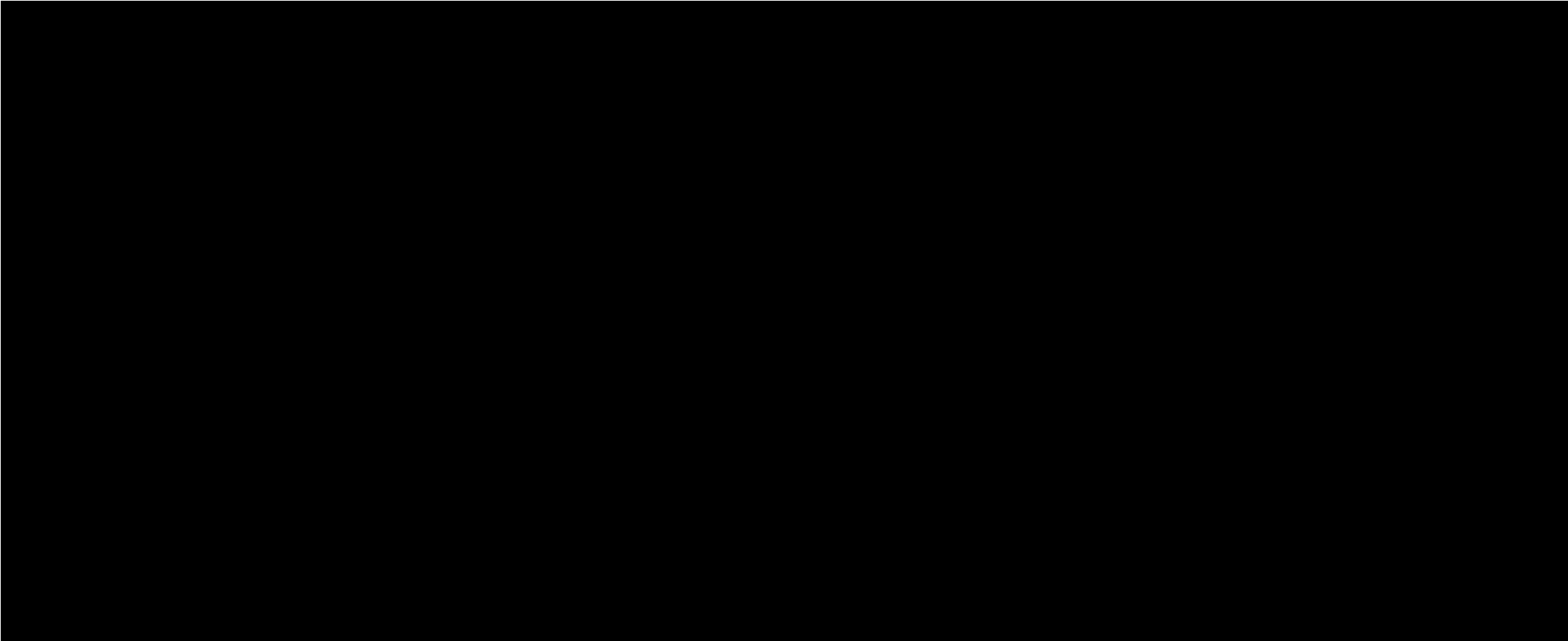


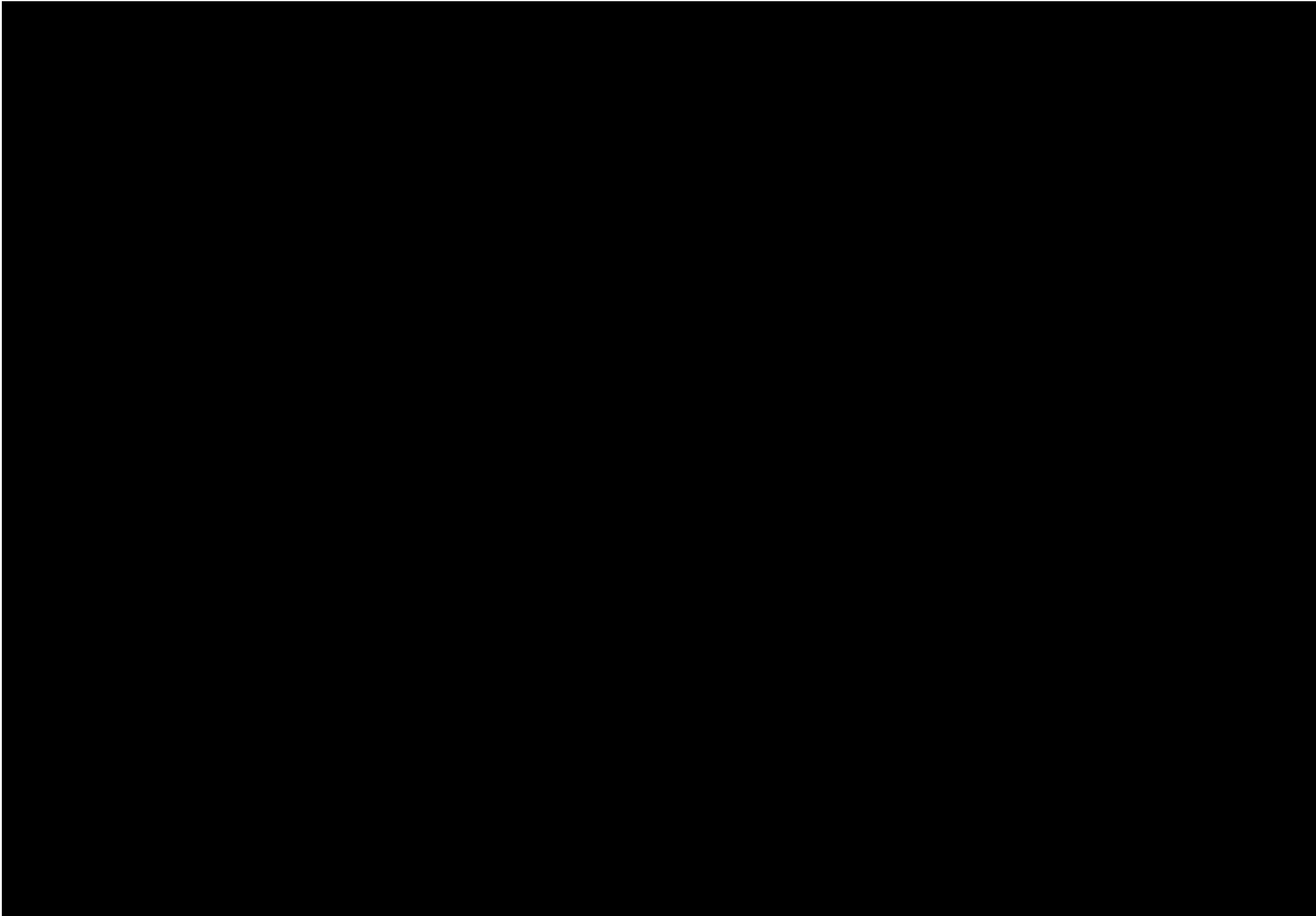


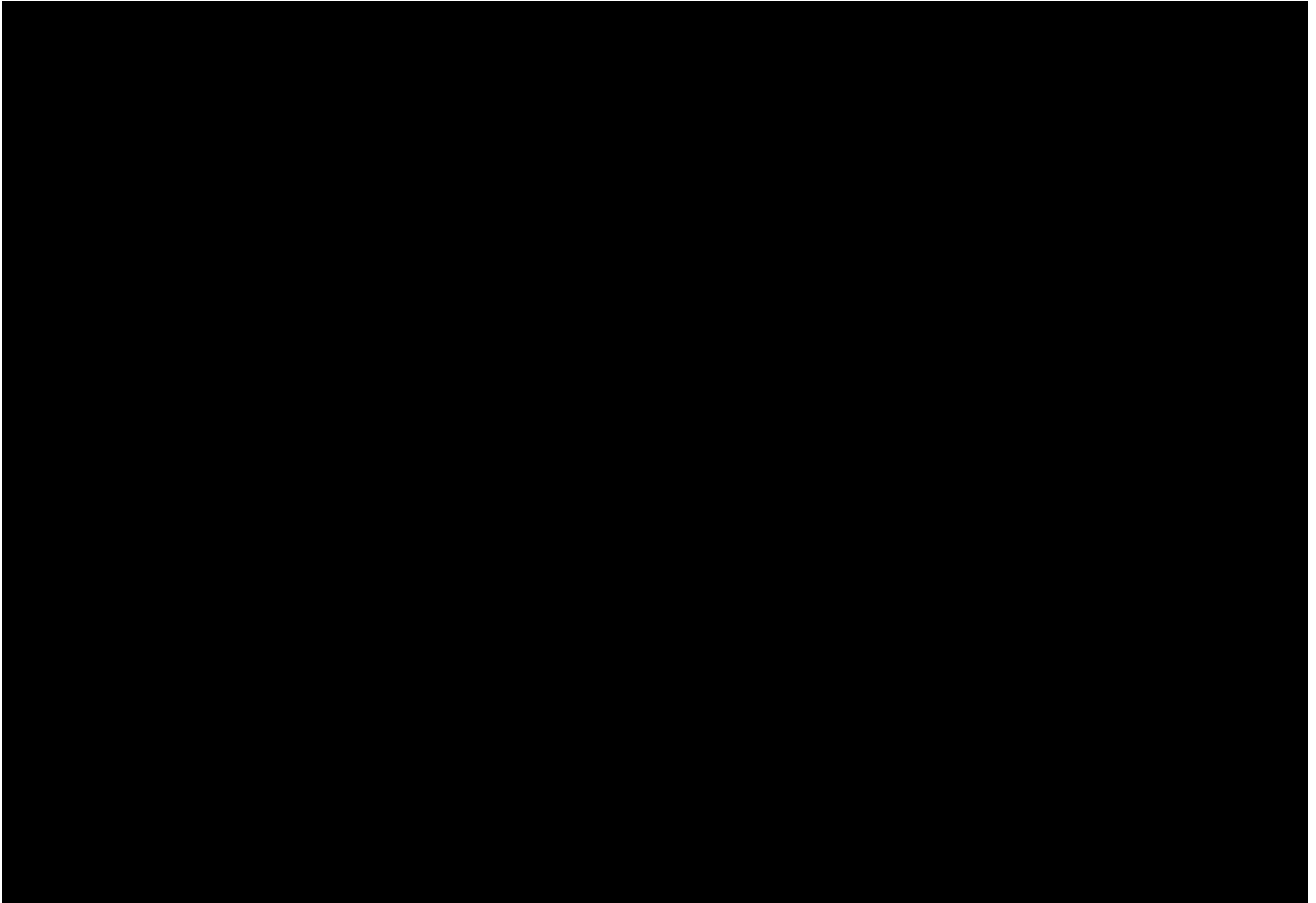


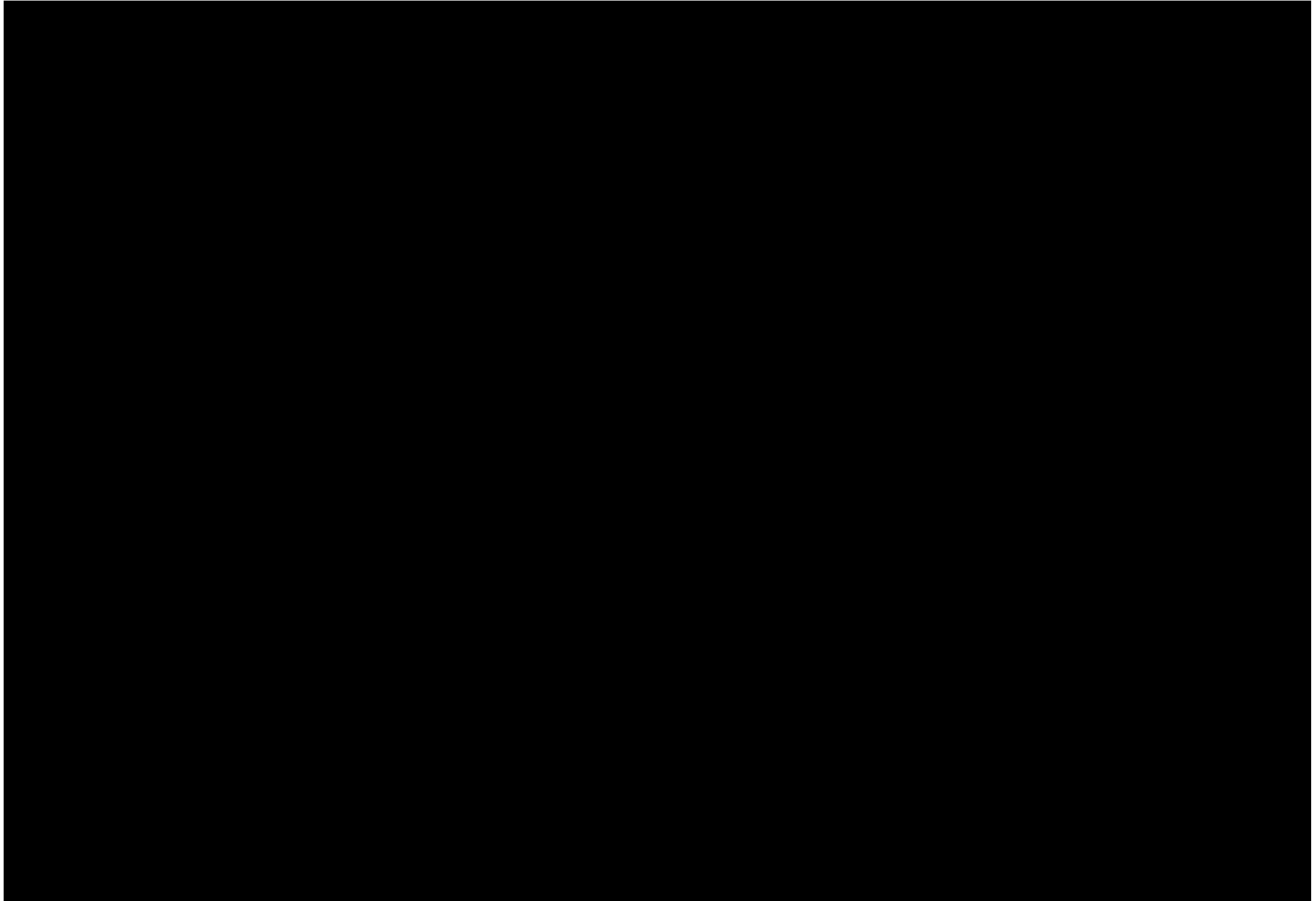


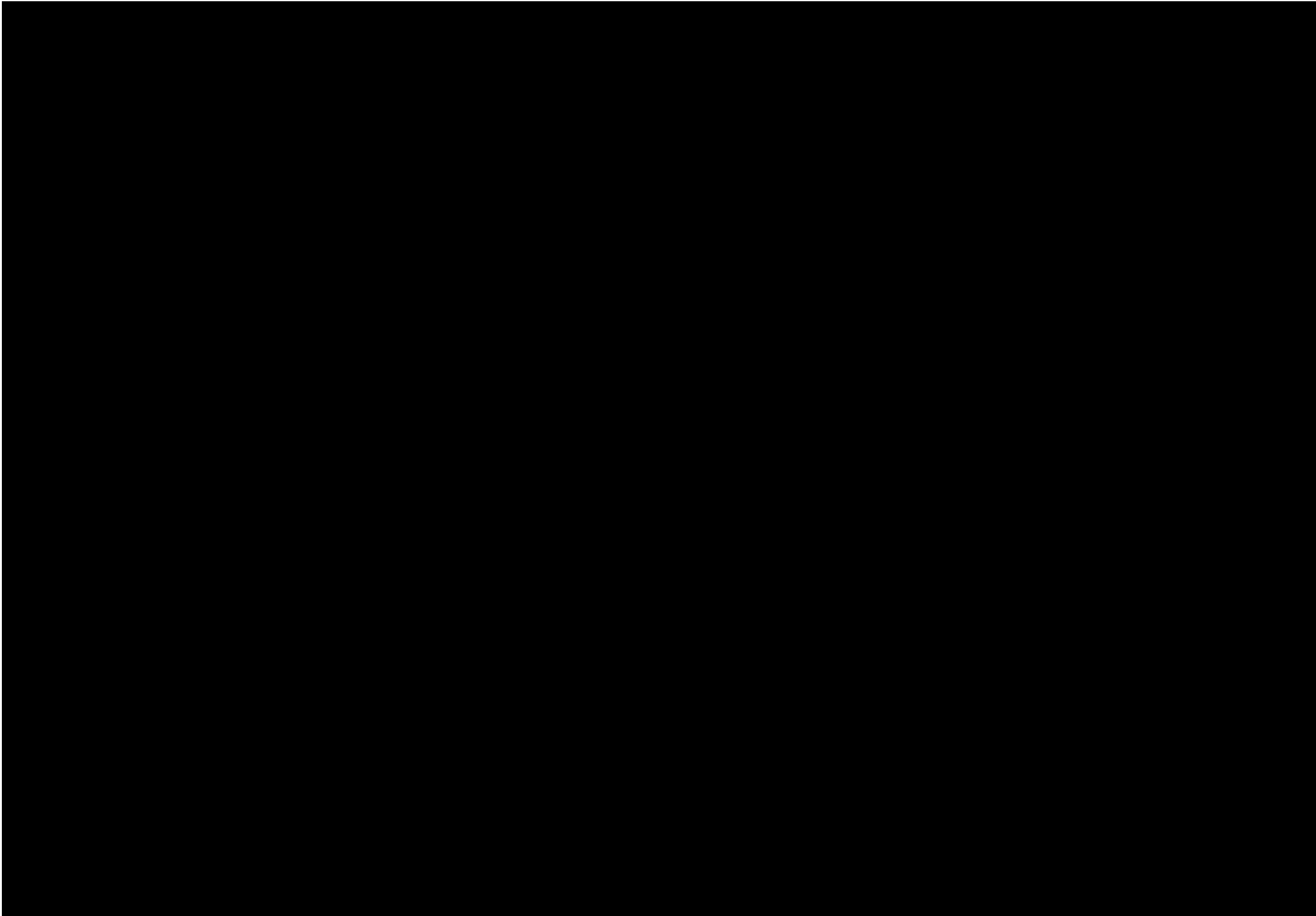


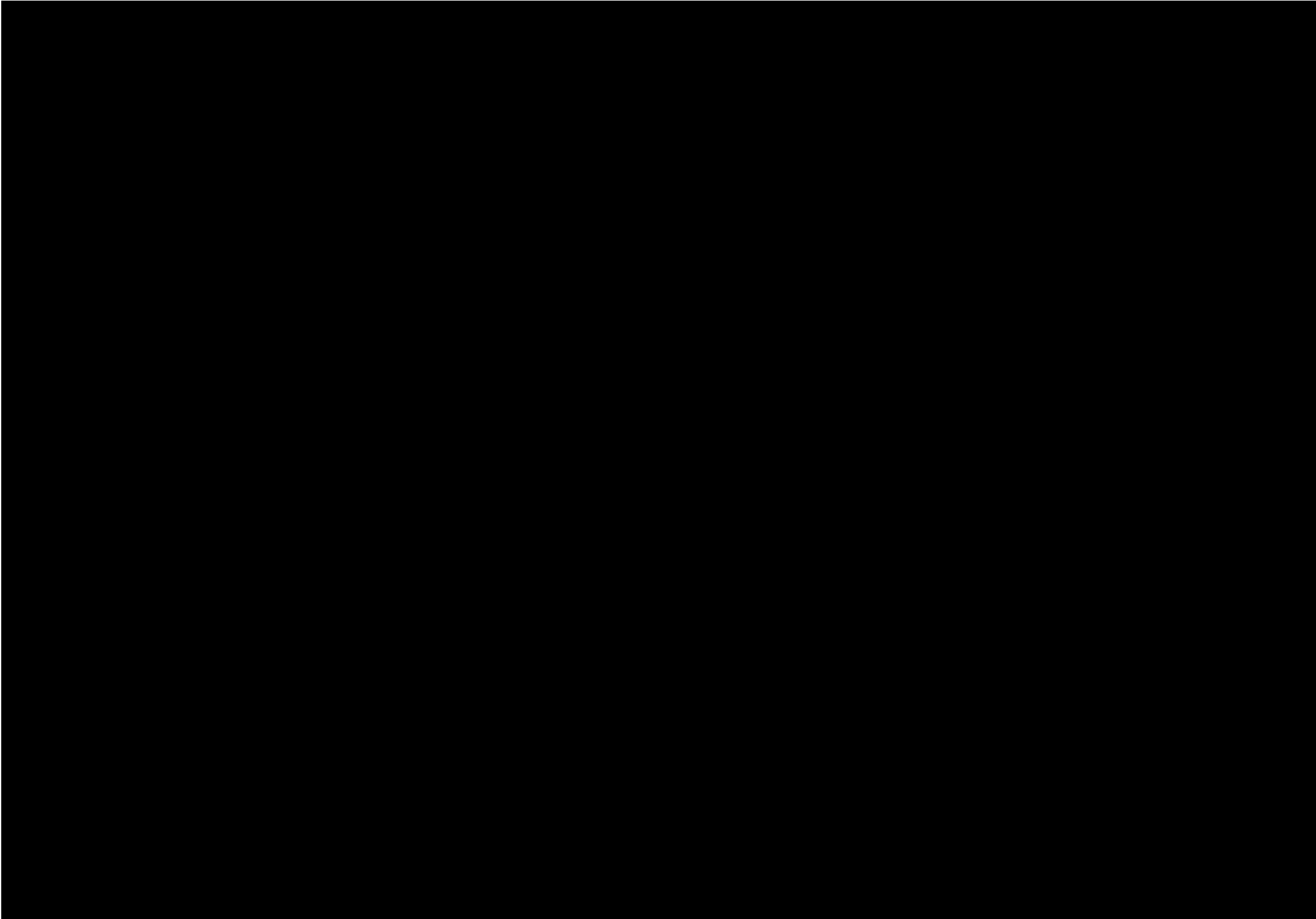


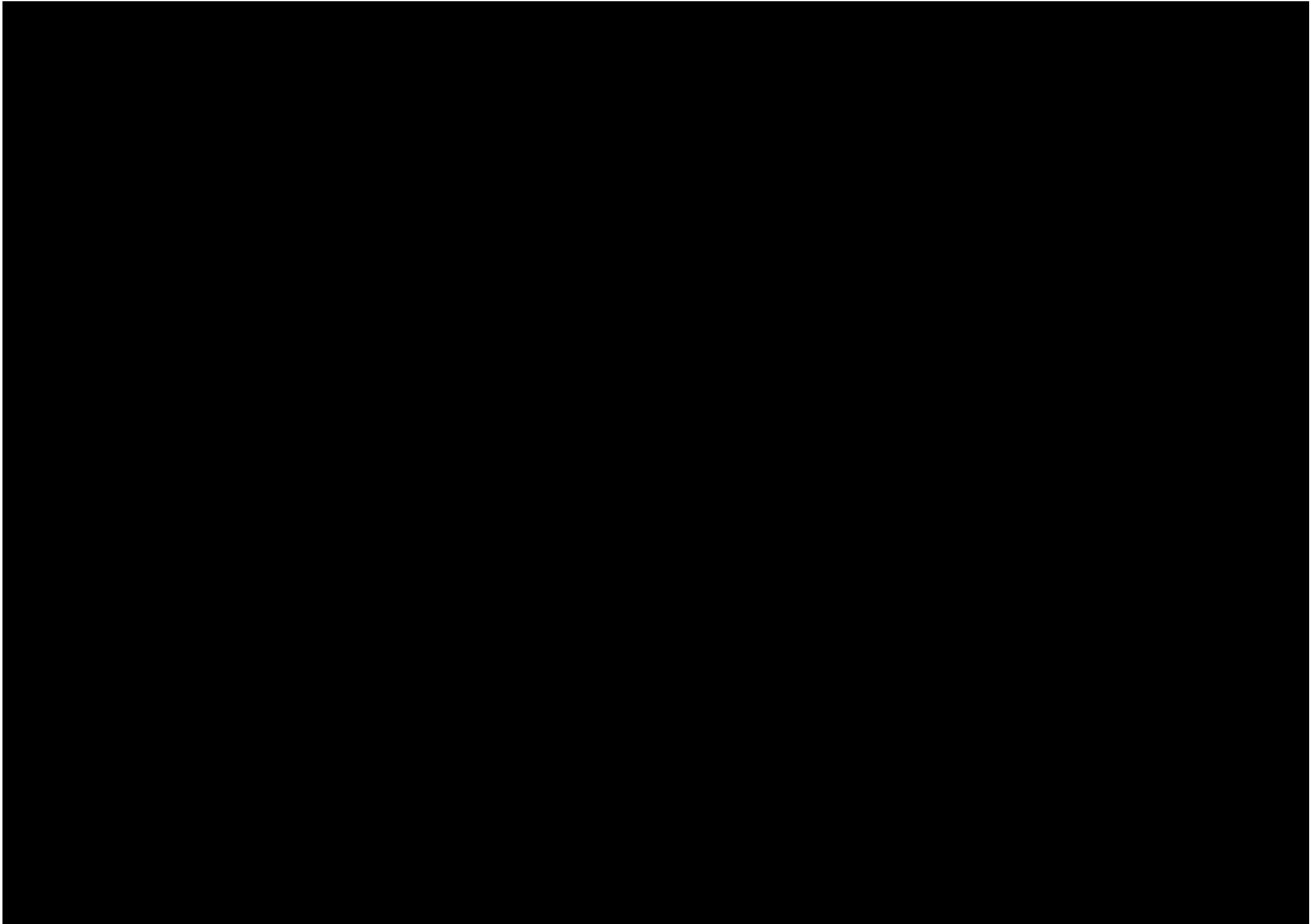












Policy statement

Global environment policy statement

Turner & Townsend

We are passionate about making the difference, transforming performance for a green, inclusive and productive world. We are committed to transitioning to a low carbon economy through our operations and working with clients to lead the industry to tackle the climate and biodiversity emergency. This statement outlines Turner & Townsend's strategic environmental commitments.

Our commitments:

We have set clear objectives and performance indicators to continually improve and enhance our environmental performance covering all business-critical issues, including;

- Mitigate our climate change impact through our science-based targets to reduce our greenhouse gas emissions in line with a 1.5-degree climate model across our whole global value chain.
- Targeted transition to renewable energy in our operations and reducing energy consumption intensity.
- Adoption of circular principles across our operations to reduce resource usage and waste generation, and increase reuse and recycling.
- Prevent pollution through the avoidance, reduction and control of contaminants.
- Incorporation of environmental considerations when procuring products and services and increase the use of recyclable and renewable materials.
- Comply with relevant environmental legislation, obligations and standards, retaining accredited ISO14001 certification
- Ensure all environmental criteria are considered in the selection, refurbishment and maintenance of our offices.
- Adopt a continuous improvement approach to our environmental management system.

To meet our commitments the Management Board will review performance against this policy and allocate resources for its effective implementation. Specifically, we will:

- Invest in our sustainability advisory capability for the continuous improvement of our internal operations, and ongoing enhancement of our sustainable service offerings to the main sectors in which we work.
- Lead industry innovation and collaboration through thought leadership, advocacy, and industry body memberships.

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Report

- Foster environmental awareness and understanding in our employees, sub-consultants, and suppliers; and empower them to embed sustainable practices into service delivery and across our service supply chains.
- Work with our clients to deliver more sustainable outcomes and promote actions that reduce negative environmental impact across the whole asset lifecycle.
- Implement strategies and controls to reduce our environmental impact and promote efficient use of resources.

This policy applies to Turner & Townsend Limited globally and, so far as is reasonably practicable, will be implemented at regional level to address local priorities and key issues. The Global Corporate Responsibility Director has oversight of this policy, and it will be reviewed and updated at least annually.

Vincent Clancy
Chairman and Chief Executive Officer
9 June 2023

Policy statement



Health, safety and wellbeing policy statement

The health, safety and wellbeing of our people is a core value of our business.

Turner & Townsend is a Global Business and is committed to obtaining the highest practically achievable standards of occupational health, safety and well-being. It is our policy to comply with relevant statutory provisions that apply for each international region and the local regulations applicable within each region. This policy applies to the global operation of Turner & Townsend and its subsidiaries.

Our policy is to provide and maintain safe and healthy working conditions, equipment and systems of work for all of our people and to communicate and provide such information, training and supervision and resource as they require for this purpose. We also accept our responsibility for health and safety of those who may be affected by our activities.

We will implement this policy as part of our commitment to continual improvement, the prevention of injury and ill health and enhanced wellbeing.

This policy sets a framework for setting and managing our health and safety objectives.

Our key objectives are:

- Provide and maintain a safe and healthy working environment
- Develop a strong, positive corporate safety and wellbeing culture at every level of the business
- Establish and maintain an effective and consistent approach to the management of health, safety and wellbeing for our people, in their working environment and when travelling

We will communicate this policy to our people and make them aware of their own obligations through induction and access to Health, Safety and Wellbeing information on T2.

All interested parties on application will be provided with a copy of this policy.

This Policy Statement is an integral part of our Business Management System framework and is subject to periodic review and implementation through our Management System procedures and detailed instructions contained within that system. Compliance with this Policy is mandatory and responsibility rests with all of our people in all of our Global regions.

A handwritten signature in black ink that reads "Vincent Clancy".

Vincent Clancy
Chairman and Chief Executive Officer

3 January 2023

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Carbon Reduction Plan



Turner & Townsend

making the **difference**



Commitment to net zero

"We are determined to shape a better built environment for future generations. Building good environmental management into our standard operating procedures gives us a strong foundation for both improving the environmental stewardship of our own operations and supporting our clients to achieve their environmental objectives."

Vincent Clancy, Chief Executive Officer

Our commitment

We are committed to achieving net zero emissions by 2030.

Our strategy is based on climate models and practical action to ensure we contribute to the low carbon transition. We have followed guidance from the Intergovernmental Panel on Climate Change (IPCC) and have had our reduction targets and route-map verified by the Science-based Target initiative (SBTi).

We have a verified strategy in line with the UN's 'Race to Net Zero' campaign but are committed to continued review and strengthening the pace and scale of our net zero ambitions.

Base year emissions footprint

What are Turner & Townsend's base year emissions?

Base year emissions are a record of the greenhouse gases that have been produced in the past and were produced prior to the introduction of any strategies to reduce emissions. This provides the reference point against which emissions reduction can be measured.

Our net-zero strategy – NewLeaf – is a wholistic strategy which encompasses our net-zero ambitions and addresses actions, targets, management and collective responsibility for reduction of our total GHG emissions.

The assessments undertaken for our FY 2018/19 base year did not include a detailed breakdown by category for global emissions.

As such, we are unable to record detailed analysis per all scope 3 categories. We recognise the limitations of this, and our approach has changed considerably since this base year analysis to reflect the need for greater insight and disclosure.

Our NewLeaf strategy is under constant review to improve our data collection, reporting accuracy and ultimately, to provide confidence and clarity in our decarbonisation journey.

Total emissions for our corporate operations by source and scope are highlighted below. The NewLeaf strategy complements our industry leading market services to accelerate our clients' own decarbonisation goals.



Base year emissions footprint – Scope focus

2018/2019 base year data

Base Year: FY 2018/19*	
Baseline year emissions	
Emissions	Total (tCO ₂ e)
Scope 1	2,431
Scope 2	1,886
Scope 3	48,634
Total Emissions	52,951

* Financial year runs from May - April

Current emissions reporting

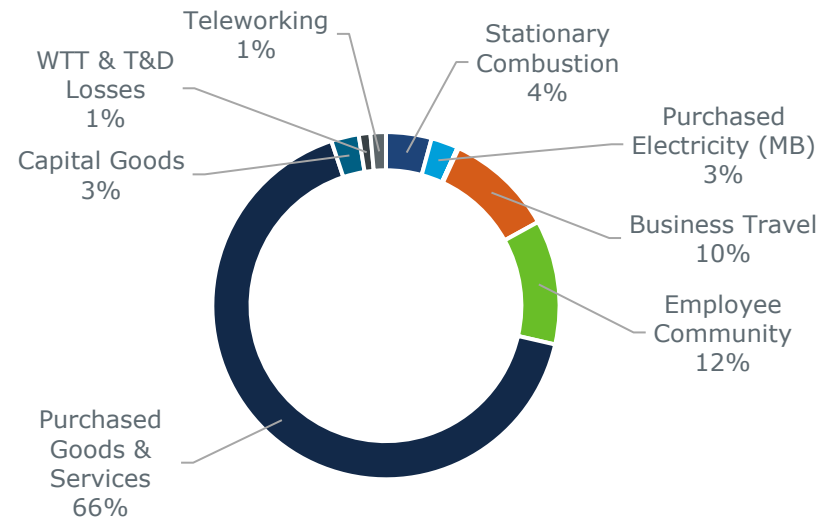
What are Turner & Townsend’s latest reporting year emissions?

Reporting Year: 21/22*	
Our emissions have been restated for the previous three years, based on:	
<ul style="list-style-type: none">▪ Updated supplier lists enabling a more accurate reflection of our Scope 3.1 purchased goods and service emissions▪ Increased accuracy in natural gas consumption data informing emission calculations▪ A revised approach to extrapolating the baseline employee commuting survey in line with subsequent years	
Baseline year emissions	
Emissions	Total (tCO ² e)
Scope 1	2,317
Scope 2	1,371
Scope 3 (included sources)	50,584
Total Emissions	54,272
Summary	
<ul style="list-style-type: none">▪ Scope 1 and 2 emissions have decreased by 15 percent,▪ Scope 3 emissions have increased by 4 percent▪ Overall emissions increasing by 2 percent since setting the FY18/19 base year footprint.▪ Significant increases in emissions in comparison with FY20/21 are being driven by increases in business travel, client site visits and purchased goods and services.	

May 2021 – April 2022 emissions reporting – Scope focus

Scope 1 and 2 emissions

Category	tCO ₂ e	Percentage
Stationary combustion	2,304.21	4.2%
Purchased electricity	1,371	2.5%
Mobile combustion	13.11	0.0%



Scope 3 emissions

Category	tCO ₂ e	Percentage
1. Purchased goods and services	35,989.32	66.3%
2. Capital goods	1,397.73	2.6%
3. Fuel and energy related activities (inc. WTT and T&D losses)	588.84	1.1%
4. Upstream transportation and distribution*	N/A	N/A
5. Waste generated in operations	55.06	0.1%
6. Business travel	5,479.94	16.0%
7. Employee commuting	6,294.10	4.5%
7a. Teleworking	779	1.4%
9. Downstream transportation and distribution**	N/A	N/A

*Upstream and transportation services (courier activities etc. are included in Purchased Goods & Services

** Downstream transportation & distribution is not relevant as we do not produce goods that require distribution

Emissions reduction targets

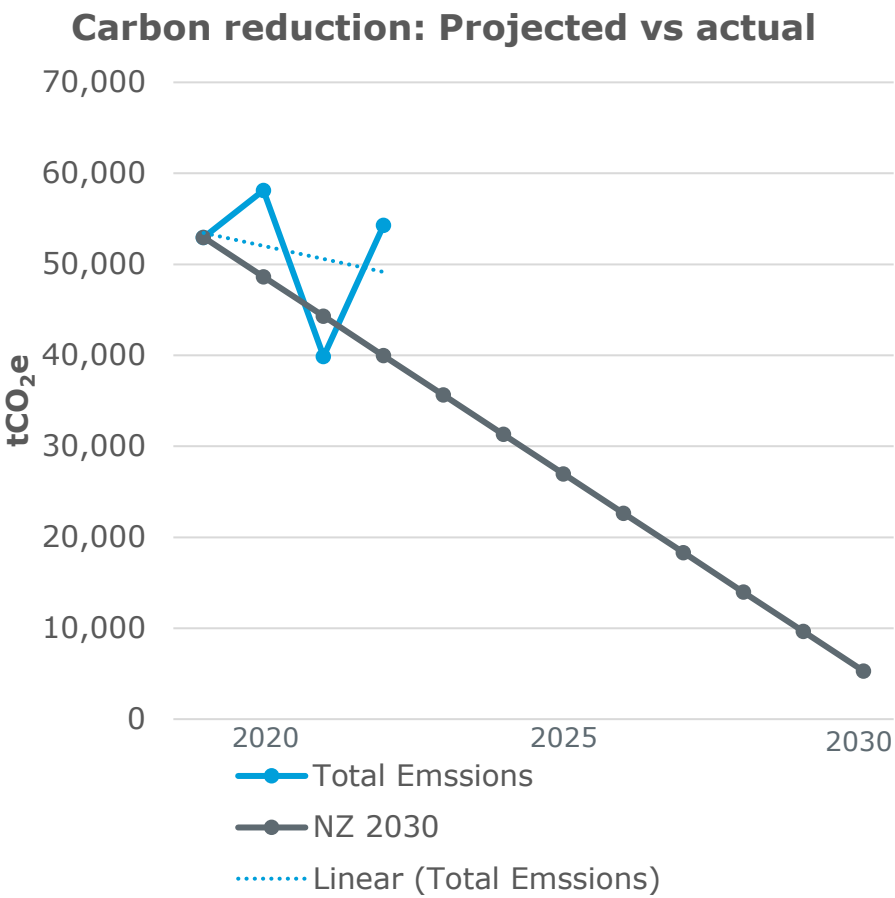
In order to continue our progress to achieving net zero, we have adopted the following, short term, carbon reduction targets.

- Reduce Scope 1 and 2 GHG emissions by 4.2 percent/annum and by 50 percent by 2030
- Transition to 80 percent renewable energy by 2025
- Improve energy efficiency and consumption in our offices by 75 percent per FTE by 2030
- Reduce Scope 3 emissions across our value chain by at least 1 percent annually
- Reduce business travel emissions per employee by 8.7 percent by 2025

We recognise that the current performance is inconsistent and off target, hence we are in the process of developing a new strategy in-house to address this.

We are now taking the time to re-base our targets in response to the updated guidance issued by the Science Based Targets initiative, with a significant action-driven roadmap.

However, when considering the scope of emissions set out in the base year, we have reduced scope 1 and 2 emissions by 15 percent.



Carbon reduction projects

Science based targets

In accordance with the SBTi guidance available at that time, we set science-based targets, aligned to climate models and commit to reduce absolute scope 1 and 2 emissions 50 percent by FY30/31 from a FY18/19 base year aligned to a 1.5°C change in temperatures. We are also committed to reducing absolute scope 3 emissions by 15 percent within the same timeframe. While we will be setting targets using data representative of our past and current footprint, we are now taking the opportunity to re-base our targets in response to the updated guidance issued by the Science Based Targets initiative.

Up to date achievements

- Reducing our emissions per employee by 54 percent since FY14/15
- Achieved ISO14001 accreditations in 33 offices
- Reduced mobile combustion emissions by 94.9 percent
- Reduced emissions from purchased electricity by 22.5 percent
- Reduced purchased goods and services emissions by 5.7 percent
- Reduced business travel emissions by 30.4 percent
- Signing up to the United Nation's (UN) 'Race to Net Zero' & 'World Green Building Council Net Zero Carbon Buildings' commitments

Carbon reduction projects

Project specific interventions

The following are examples of environmental management measures and projects that have been implemented during the reporting year. These measures have resulted in positive decarbonisation at varying scales, where we have prioritised interventions at strategic locations to maximise impact and learning.

- **LED lighting replacement programme:** Replacing expired compact fluorescent and T5 fluorescent tube lighting with LED fittings saved ~200,000kWh/annum at pilot sites through a combination direct energy savings and reduced requirement for like-for-like replacements where lux levels in new fittings also improved, in addition to being more efficient.
- **Removal of centralised catering facilities:** Prior to Covid-19, some offices had catering facilities that became redundant when new working practices and carbon saving measures were implemented. These facilities continue to provide light refreshment services but major items of equipment such as air handling units and extraction fans, have since been disconnected as they are not required. The savings vary, but are ~13,000kWh/annum from our largest office spaces with these facilities.
- **Renewable electricity purchasing:** There are three UK offices (London, Leeds and Nottingham) that now operate with 100 percent renewable energy supplies. These are a combination of owned and leased offices and are, alongside the above examples, showcases of working with landlords to work collaboratively on decarbonisation schemes. Other offices are in the process of transferring suppliers or procuring green tariffs.
- **Site selection sustainability policies and guidance:** A suite of guidance has been established for our global office presence to promote occupying energy efficient office spaces with high sustainability standards. These policies are now established and provide vital criteria that must be adhered to when seeking office accommodation.
- **Embracing technology to remotely engage projects:** Alongside the hybrid and flexible working that everyone embraced during the Covid-19 restrictions that impacted our global business and movement, we invested in various digital solutions that allowed for improved collaboration and engagement, from remote locations. In addition to shared digital workplaces, this also included accelerating use of live-3D-building models and remote inspection video capabilities.

Carbon reduction projects

Proposed future projects

We, at Turner & Townsend, realise that the need for increased action is pressing and currently re-developing a quantified decarbonisation roadmap that sets out a series of regional action plans to deliver aggressive decarbonisation against our overall global roadmap. As such, we are developing hard-hitting projects, however whilst that process is being developed and tested, these are some of the interventions that we have planned to implement in the interim:

- Installing smart power bars and BMS systems that allow for time-programmed or manual control of power to desks out of office hours.
- Relaxing heating/cooling set points by +/-0.5°C in year on year to avoid shock changes to our internal working environments.
- Expanding the success of our plastic-free offices and introducing paper-free offices.
- Environmental Champions to be a localised voice to support change but to also provide spot-check audits and be a source of data collection to help identify trends and barriers.
- We will conduct a quarterly, or mid-year GHG inventory development. This will allow any issues regarding data completeness, consistency, accuracy or calculation methodologies to be captured and remedied for the continuation of the year, and well in advance of year end reporting cycles.
- We will develop and improve upon a robust set of internal documentation regarding GHG data collection and processes. Including: Basis of reporting, data validation policy and standard operation procedure.

Declaration and sign off

This Carbon Reduction Plan has been completed in accordance with PPN 06/21 and associated guidance and reporting standard for Carbon Reduction Plans.

Emissions have been reported and recorded in accordance with the published reporting standard for Carbon Reduction Plans and the GHG Reporting Protocol corporate standard and uses the appropriate Government emission conversion factors for greenhouse gas company reporting.

Scope 1 and Scope 2 emissions have been reported in accordance with SECR requirements, and the required subset of Scope 3 emissions have been reported in accordance with the published reporting standard for Carbon Reduction Plans and the Corporate Value Chain (Scope 3) Standard.

This Carbon Reduction Plan has been reviewed and signed off by the board of directors (or equivalent management body).

Signed on behalf of Turner & Townsend:.......... Vincent Clancy - Chairman and Chief Executive Officer

Date: 21 April 2023



Contractor engagement

Policy

**Human resources
UK**

making the **difference**

Human Resources
UK

Turner & Townsend Limited
One New Change
London
EC4M 9AF

t:
e: HRinfo@turntown.com
w: turnerandtownsend.com

UK
Human resources

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UK
Human resources

Rev	Originator	Approved	Date
1	Human Resources		April 2013
2	Human Resources		July 2014
3	Human Resources		July 2015
4	Human Resources		October 2015
5	Human Resources		February 2016
6	Human Resources		June 2016
7	Human Resources		August 2017

UK Human resources

1 General

It is Turner & Townsend's policy to directly employ the people we need to achieve our business objectives. However, we also recognise that from time to time it may be necessary to engage contract staff either for their specific skills or to assist with specific projects in certain situations.

The contractor approval process must be followed and all requisite documentation must be supplied to HR prior to any contract staff commencing an engagement.

1.1 Policy objectives

The purposed of this document is to explain:

- Approvals required to engage contract staff for Public Authority clients
- How to engage contract staff for Public Sector clients
- Engagement documentation that must be provided prior to any contractor commencing work for Turner & Townsend

2 Engaging Umbrella companies for Public Authority Clients

From April 2017, new legislation was introduced by HMRC which impacts on the engagement of contractors who will ultimately work on Public Authority clients.

For clarity, a Public Authority means:

- a) entity defined by the Freedom of Information Act 2000,
- b) a Scottish public authority as defined by the Freedom of Information (Scotland) Act 2002 (asp 13),
- c) the Corporate Officer of the House of Commons,
- d) the Corporate Officer of the House of Lords,
- e) the National Assembly for Wales Commission, or
- f) the Northern Ireland Assembly Commission

2.1 Required approval to engage a contractor for a Public Authority Engagement

To obtain approval to engage a contractor for use on a Public Authority engagement the following confirmation must be obtained from the Public Authority prior to entering into an agreement with the contractor:

- Confirmation that Turner & Townsend's contract is outside the scope of the new rules; or
- Confirmation that the contractor would be deemed self-employed and the new rules do not apply (including a copy of the results from HMRC's Employment Status Service (ESS) tool completed by the Public Authority)

Once one of the above has been obtained, said confirmation must be provided to HR.

Where confirmation cannot be obtained from the Public Authority alternatively, it can be agreed that the contractor becomes a fixed term employee of Turner & Townsend.

UK Human resources

2.2 Standard terms and conditions

Contractors engaged via umbrella companies (see section 2.4) are to be engaged on Turner & Townsend standard terms and conditions.

This is to ensure consistency across the business and that we have the appropriate level of contractual protection against the potential risks that can arise in the engagement of contractors. Furthermore, it outlines Turner & Townsend's requirements for the level of service expected from this section of our workforce.

Any proposed amendments to the standard terms and conditions must be submitted to the HR team for approval.

The contracting party **must be the umbrella company** not an individual and payment will be made to the umbrella company, which the contractor must ensure is stated on all invoices.

HR will not be able to register a contractor until all required documentation has been received.

2.3 Umbrella companies and required supporting documentation

An umbrella company is a company that sits between the contractor and their agency or client to manage administration and to minimise the tax impact of the contractor's affairs.

The umbrella company manages the invoicing and cash collection process, book keeping, contracts, payroll and expense processing. The umbrella company is the contractor's employer.

Contractors who are employees of umbrella companies cannot be caught under the new rules for public sector so can be engaged where the contract is deemed to be within the scope of the rules and public sector confirmation (see section 2.1) cannot be obtained.

Where contractors are employed by an umbrella company, they must be engaged in the same way as a contractor who is a limited company; subject to the umbrella company accepting the standard terms and conditions and provision of the documents detailed below.

It is the responsibility of the cost centre Director to ensure the following engagement documentation is collated and sent to offers@turntown.com to enable registration of a new contractor by the HR team:

- Approved contractor approval form (CAF)
- Signed standard contractor terms & conditions (as per section 2.2)

Note, Contractors who are employees of an umbrella company must not contract directly with Turner & Townsend or its clients and the standard terms and conditions for their engagement must be signed by an authorised representative of the umbrella company.

- Copy of CSCS Card (as per section 5).
- Certificate of Incorporation
- VAT Registration
- 1 x client testimonial(s)

Insurances;

- Public Liability Insurance (mandatory): minimum limit £5 million

UK Human resources

- Professional Indemnity Insurance (mandatory): minimum limit £1 million.
- Employers' Liability Insurance (if applicable): This is only required if the contractor employs consultants- minimum £10 million.

The cost centre director must seek approval from the Global Head of Risk Management in the event the contractor's insurance cover is below the required levels stated above.

HR will not be able to register a contractor until all required documentation has been received.

2.4 Recruitment and temporary worker agencies required documentation

Turner & Townsend will only engage contract staff through agencies that have signed up to our standard agency terms and conditions.

If the Public Authority has confirmed that the engagement is **outside** the scope of the new rules (see section 2.1). Then the following documentation is required:

- Approved contractor approval form (CAF)

If the Public Authority has confirmed that the engagement is caught by the new rules (see section 2.1). Then the following documentation is required:

- Approved contractor approval form (CAF)
- Written confirmation from the recruitment/temporary worker agency that tax is being deducted at source

To access the current preferred supplier list, engaged on Turner & Townsend's standard agency terms and conditions, please contact your divisional recruiter.

HR will not be able to register a contractor until all required documentation has been received.

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Human resources

3 Engaging limited companies and umbrella companies on Private Sector clients

3.1 Standard terms and conditions

Standard terms and conditions Contractors from limited companies and umbrella companies (see section 3.4) are to be engaged on Turner & Townsend standard terms and conditions. This is to ensure consistency across the business and that we have the appropriate level of contractual protection against the potential risks that can arise in the engagement of contractors. Furthermore, it outlines Turner & Townsend's requirements for the level of service expected from this section of our workforce.

Any proposed amendments to the standard terms and conditions must be submitted to the HR team for approval.

The contracting party must be the limited or umbrella company not an individual and payment will be made to the name of the limited or umbrella company, which the contractor must ensure is stated on all invoices.

3.2 Limited companies and required engagement documentation

It is the responsibility of the cost centre Director to ensure the following engagement documentation is collated and sent to offers@turntwon.com to enable registration of a new contractor by the HR team:

- Approved contractor approval form (CAF)
- Completed IR35 questionnaire
- Copy of the confirmation from the Public Authority (as per section 2.1)
- Signed standard contractor terms & conditions (as per section 2.2)
- Copy of CSCS Card (as per section 4).
- Certificate of Incorporation
- VAT Registration
- 1 x client testimonial(s)

Insurances;

- Public Liability Insurance (mandatory): minimum limit £5 million
- Professional Indemnity Insurance (mandatory): minimum limit £1 million.
- Employers' Liability Insurance (if applicable): This is only required if the contractor employs consultants- minimum £10 million.

HR will not be able to register a contractor until all required documentation has been received.

The cost centre director must seek approval from the Global Head of Risk & Management in the event the contractor's insurance cover is below the required levels stated above.

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3.3 Umbrella companies and required engagement documentation

An umbrella company is a company that sits between the contractor and their agency or client to manage administration and to minimise the tax impact of the contractor's affairs.

The umbrella company manages the invoicing and cash collection process, book keeping, contracts, payroll and expense processing. The umbrella company is the contractor's employer.

Where contractors are employed by an umbrella company, they must be engaged in the same way as a contractor who is a limited company; subject to the acceptance of the Umbrella Company and provision of the documents detailed below.

It is the responsibility of the cost centre Director to ensure the following engagement documentation is collated and sent to offers@turntwon.com to enable registration of a new contractor by the HR team:

- Approved contractor approval form (CAF)
- Signed standard contractor terms & conditions (as per section 2.2)

Note, Contractors who are employees of an umbrella company must not contract directly with Turner & Townsend or its clients and the standard terms and conditions for their engagement must be signed by an authorised representative of the umbrella company.

- Copy of CSCS Card (as per section 5).
- Certificate of Incorporation
- VAT Registration
- 1 x client testimonial(s)

Insurances;

- Public Liability Insurance (mandatory): minimum limit £5 million
- Professional Indemnity Insurance (mandatory): minimum limit £1 million.
- Employers' Liability Insurance (if applicable): This is only required if the contractor employs consultants- minimum £10 million.

HR will not be able to register a contractor until all required documentation has been received.

The cost centre director must seek approval from the Global Head of Risk Management in the event the contractor's insurance cover is below the required levels stated above.

3.4 Recruitment and temporary worker agencies

Turner & Townsend will only engage contract staff through agencies that have signed up to our standard agency terms and conditions.

If the Public Authority has confirmed that the engagement is **outside** the scope of the new rules (see section 2.1). Then the following documentation is required:

- Approved contractor approval form (CAF)
- Copy of CSCS card if the contractor will be visiting sites or site based

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If the Public Authority has confirmed that the engagement is caught by the new rules (see section 2.1). Then the following documentation is required:

- Approved contractor approval form (CAF)
- Written confirmation from the recruitment/temporary worker agency that tax is being deducted at source
- Copy of CSCS card if the contractor will be visiting sites or site based

To access the current preferred supplier list, engaged on Turner & Townsend's standard agency terms and conditions, please contact your divisional recruiter.

HR will not be able to register a contractor until all required documentation has been received.

4 Engagement with multiple Turner & Townsend companies

Standard contractor terms and conditions reference the relevant Turner & Townsend legal entity that is responsible for the delivery of the assignment for which the contractor is being engaged. For example, cost management, project management, consulting.

A new set of terms and conditions will be required for each Turner & Townsend Company for which the contractor provides a service.

5 IR35 Questionnaire

To ensure Turner & Townsend remain compliant with our tax and NIC obligations we are required to consider the employment status of all contractors who provide personal services to any group company e.g. as a self-employed contractor or via a personal service company.

How this information is assessed is dependent upon the type of engagement however for both general employment status purposes and the off-payroll working rules for Public Authority engagements it is necessary to complete an assessment of the working arrangements.

All contractors are therefore required to complete the IR35 questionnaire which obtains the information required to enable employment status to be assessed. The contractor is required to answer all of the questions to the best of their knowledge and submit the questionnaire to their engagement contact. The engagement contact should then score the completed questionnaire using the employment status questionnaire scoring sheet. Copies of the IR35 questionnaire and scoring sheet can be obtained from HR.

All evidence of employment status checks should be recorded and retained and where necessary, further assistance can be obtained in assessing the position from HR.

HR will not be able to register a contractor until all required documentation has been received.

6 Client testimonials

6.1 For limited companies, umbrella companies and agency staff

As part of the engagement process engaging cost centres must obtain copies of one client testimonial(s) from the contractor or recruitment agency supplying the contractor.

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As stated above, these are to be submitted to offers@turntown.co.uk with all of the other required documentation to initiate the setup.

7 CSCS cards

As part of the engagement process engaging cost centres must see a valid CSCS card for all contractors (with the exception of admin based roles) and submit a certified photocopy with the engagement paperwork.

It is the responsibility of the contractor to ensure that CSCS accreditation is renewed on an ongoing basis, with evidence of this being provided to the appointing cost centre. Details of this should be held locally and submitted as part of the engagement set up.

8 Access to Turner & Townsend resources

8.1 IT equipment and systems

To enable access to necessary equipment and systems, a CAPEX Form is sent to the IT department by the contractor submitter and/or engaging manager. IT will process all requests on notification that requisite documentation has been received for engagement and the contractor has been set up on iTrent by HR.

IT will not grant access until HR have confirmed that all the necessary documentation has been received.

9 Payment of contractor and agency invoices

All invoices from contractors and recruitment agencies are authorised by the cost centre director and forwarded to the purchase ledger team in finance for processing.

Finance will not pay the invoices for contract staff who have not been set up on iTrent.

10 Contractor Performance

Contractor performance should be monitored throughout the assignment and at its completion by the cost centre director.

11 Extending contractor assignment

The cost centre will complete the following actions;

- Complete a new CAF
- Obtain up to date insurances (if applicable)

For Public Authority engagements the following will also be required:

- Confirmation form the Public Authority based on the facts of the extended engagement (see section 2.1)

Submit the above to offers@turntown.com.

12 Off boarding contractors

The cost centre/contractor submitter should notify HR via email to offers@turntown.com to confirm the end date.

UK
Human resources

If either party decide to bring the services to an end before the end date on the CAF the cost centre should email Offers@turntown.com with details of the end date. If the contractor is being extended beyond the end date on the CAF please follow (section 11) steps to extend an engagement.

HR will initiate the process to off-board the contractor; as part of this process IT and Finance will receive a notification of the exiting contractor.

Turner & Townsend Modern Slavery Statement 2022



1.1 Introduction

Turner & Townsend is an independent professional services company specialising in programme management, project management, cost management and consulting across the real estate, infrastructure and natural resources sectors. We operate in 119 offices worldwide. Our Purpose of transforming performance for a green, inclusive and productive world underpins the way we do business and the work we undertake. Further information about Turner & Townsend's structure, functions and the markets within which we operate can be found at <http://www.turnerandtowntsend.com>.

1.2 Purpose

The purpose of this policy is to outline Turner & Townsend's commitment to the elimination of modern slavery and our approach to comply with our obligations under the Modern Slavery Act 2015 ("the Act"). Turner & Townsend adopts a robust approach to slavery and human trafficking, and we take a zero-tolerance approach to non-compliance with the Act within our company and its supply chain. This policy applies to all Turner & Townsend's businesses operating within the UK and their associated supply chain. It is reviewed and amended for good practice, as appropriate. Our financial year runs from May to April. This statement has been published in November 2022 and outlines our planned activity for financial year 2022 - 2023.

1.3 Our policy

Turner & Townsend are committed to our business and supply chains being free of any practices of modern slavery and human trafficking. It is our expectation that our employees and our supply chain will respect this commitment and comply with relevant legislation. We are a business that upholds integrity and transparency in all our business dealings and our modern slavery prevention measures are no exception. Our policy and processes and any changes to them are communicated to those affected. We are committed to investigating any complaints about suspected human trafficking activity in relation to our business and will take prompt remedial action, where necessary.

1.4 Organisational structure & supply chains

Turner & Townsend Limited is the UK parent company of the Turner & Townsend group of companies. We have nearly 8,481 employees worldwide and operate in 49 countries. We operate in the UK, the Americas, Europe, Africa, the Middle East, Asia, Australia and New Zealand. Our head office is in Leeds, UK. Our global supply chain is comprised of contractors, service providers, and manufacturers of a variety of electrical and other products used in professional services.

On 1 November 2021, we formed a strategic partnership with CBRE Group, Inc, the world leading commercial real estate services and investment firm listed on the New York Stock Exchange. As part of this transaction, CBRE acquired an interest in 60% of the share capital of our group holding company, Turner & Townsend Holdings Limited. We will remain operationally independent under this new legal structure. There will be no change to our clients; in the way we operate, our commitment to service excellence, or the personal care we demonstrate.

© Turner & Townsend Consulting Limited. This document is expressly provided to and solely for the use of Turner & Townsend on the Modern Slavery Statement 2020 and takes into account their particular instructions and requirements. It must not be made available or copied or otherwise quoted or referred to in whole or in part in any way, including orally, to any other party without our express written permission and we accept no liability of whatsoever nature for any use by any other party.

Turner & Townsend

Modern Slavery Statement 2022

1.4.1 Supply chains

It is our expectation that our suppliers:

- Comply with the provisions of the Act;
- Adhere to our commitment to a zero-tolerance approach when it comes to any form of slavery or human trafficking;
- Take steps to prevent modern slavery within their business and supply chains;
- Pay the national living wage for UK-based employees; and
- For non-UK based locations, the wages of their employees meet applicable local standards.

Our financial teams record the suppliers we engage. In addition, a list of potential suppliers, who can support our service delivery, if required by our clients, is available on a supplier database maintained by our operational teams. These suppliers are required to submit information covering a wide range of topics relevant to management systems, internal policies, diversity etc.

Our direct employment model means that we are largely able to conduct our own checks and that any areas of concern in the supply chain can be identified and audited.

1.5 Policies in relation to slavery and human trafficking

Our commitment that there is no modern slavery or human trafficking within our business or supply chain is underpinned by the following policies:

- Ethics and code of conduct policy
- Anti-Bribery & Corruption policy
- Grievance procedure
- Whistleblowing policy

Our Purpose guides our corporate responsibility strategy, which includes integrity in industry and community value. We aligned to the United Nations Sustainable Development goals; a voluntary initiative based on CEO commitments to implement universal sustainability principles.

In 2022, we launched our global commitment to inclusion and associated regional route-maps which are tailored to local need. The commitment and route-maps place inclusion at the heart of the way we manage our people, support our communities and lead our industry. Addressing Modern Slavery is a fundamental part of our commitment, particularly when it comes to setting new standards for our industry.

1.6 Risk assessment and management

Our services are generally delivered by our global workforce and as would be expected of a professional service organisation, our supply chain is relatively limited. On this basis, the risk of modern slavery and human trafficking within our recruitment, employment and associated supply chain is considered minor. We further mitigate this risk through the processes as described above.

As part of our commitment to reduce the risk of slavery and human trafficking we have carried out a risk assessment of our business and supply chains as follows:

- Country Risk: Low to High. Although we are based in the UK, we operate all over the world, including the Middle East & Asia. Our direct employment model means that the risks of slavery or trafficking are low.

Turner & Townsend

Modern Slavery Statement 2022

- Sector Risk: The professional services industry in which we operate in is considered low risk.
- Transaction Risk: As we directly employ our workforce the transaction risks are low.

Our direct employment model provides control over the work undertaken and labour conditions under which our workforce operates.

1.7 Due Diligence

We have robust recruitment practices, including 'right to work' checks for all prospective employees and maintain a preferred supplier list of agencies that may source candidates on our behalf. This provides an assured overview of those entering our employment and minimises the occurrence of forced or involuntary labour. We have human resources representatives working with senior management so that:

- Recruitment practices are fair and equitable and in accordance with the relevant employment laws;
- Company standards, values, corporate behaviours and policies are being adhered to and satisfy working conditions;
- Relevant safeguards are in place; and
- Appropriate training is provided.

1.8 Workforce Training

Where relevant, we have/provide our staff with enhanced training when appointing contractors in higher-risk locations.

Further training will be given to staff as identified below.

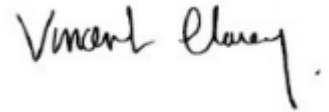
1.9 Further steps

During the next annual year 2023, we have identified the following activities to progress our commitment to the Act, we shall:

- Prepare to become a Living Wage Employer in our largest business, UK; as a key action of our inclusion route-map,
- Integrate inclusion, and human rights, including Modern Slavery, into our supplier selection standards; as a key action of our global commitment to inclusion.
- Work with our significant suppliers to ensure that they are complying with the Act;
- Review our complaints and escalation procedures in respect of slavery and human trafficking in our supply chain and wider business, and publish this in future policy statements;
- Review our standard terms and conditions for the appointment of UK based contractors and subcontractors and include conditions covering our slavery and human trafficking supplier commitment;

Turner & Townsend Modern Slavery Statement 2022

This statement applies to Turner & Townsend Limited and its UK subsidiary companies. It has been approved by the Board of Directors.

A handwritten signature in black ink, reading "Vincent Clancy".

Vincent Clancy

Chairman & Chief Executive Officer 29 November 2022

