

Building Contract

NEC 4 ECC - Agreement and Z Clauses

- (1) The Secretary of State for Environment,
Food and Rural Affairs of the United
Kingdom and Great Britain and Northern
Ireland, acting as part of the Crown
- (2) Connolly & Fee Limited

Dated 01 February 2024

Agreement in relation to the Foyle Port of Entry Inspection Facility **at** Foyle Port, Derry, Northern Ireland *(Incorporating (inter alia) the NEC4 Engineering and Construction Contract 2017 as modified and supplemented in the manner indicated in this Agreement and the Schedules hereto).*

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This deed is made the 1st day of February 2024

Between:

- (1) **The Secretary of State for Environment, Food and Rural Affairs of the United Kingdom and Great Britain and Northern Ireland, acting as part of the Crown** (the *Client*); and
- (2) **Connolly & Fee Limited** (the *Contractor*).

Background:

- (A) The *Client* wishes for certain works, namely the design and construction of a new build facility to receive and process products of animal origin at the Foyle Port, Derry, Northern Ireland as more particularly described in this contract.
- (B) The *Client* wishes to appoint the *Contractor* and the *Contractor* has agreed to be appointed in accordance with the terms and conditions set out below to Provide the Works.

Operative provisions:

1 Interpretation

- 1.1 In this Agreement (including the recitals) words and expressions shall have the meanings as are respectively assigned to them in the *conditions of contract* referred to below. Clause headings are for information purposes only and do not affect the interpretation of this contract.

2 The Contract

This Agreement, together with the following documents, constitute the 'contract' and are in the following order of priority:

- 2.1 This Agreement;
- 2.2 The *conditions of contract* as referred to in clause 3 below, including the annexures thereto as amended and supplemented by the *additional conditions of contract* at Schedule 2;
- 2.3 The Contract Data Part One set out in Schedule 1 to this Agreement;
- 2.4 The Contract Data Part Two set out in Schedule 3 to this Agreement;
- 2.5 The Scope Including Tender Clarifications and the Contractor's Tender Response set out in document Schedule 4 to this Agreement; and
- 2.6 The Site Information set out in document Schedule 5 to this Agreement.

3 NEC Conditions

The *conditions of contract* are based on the NEC4 Engineering and Construction Contract (June 2017 with January 2019 amendments October 2020 Amendments and January 2023 Amendments) main Option A dispute resolution Option W2 and secondary Option Clauses

- X2 (Changes in the Law)
- X8 (Undertakings to Others)
- X11 (Termination by *Client*)
- X14 (Advanced Payment to the *Contractor*)
- X20 Key Performance Indicators

and Y(UK)2 and Y(UK)3 together with the modifications, additions and amendments set out in Schedule 2 to the Agreement (the '**Z clauses**').

4 Appointment

- 4.1 The *Client* appoints the *Contractor* to Provide the Works in accordance with this Agreement and the *Contractor* accepts such appointment.

5 Payment

- 5.1 The *Client* pays the *Contractor* in consideration of it Providing the Works and remedying the *Defects* the amount due in accordance with this contract.

In witness this deed has been executed and delivered on the date appearing at the top of page 1.

Schedule 1

Contract Data Part One

The Contract Data Part One (Data Provided by the *Client*) shall be read as follows:

1. General	<ul style="list-style-type: none"> The <i>conditions of contract</i> are the core clauses and the clauses for main Option A and secondary Options X2, X8, X10, X11, X14, X20 and Option Y(UK)2 and Option Y(UK)3 and Option Z of the NEC4 Engineering and Construction Contract (June 2017 with January 2019 amendments October 2020 Amendments and January 2023 Amendments and as amended by the Z clauses).
	<ul style="list-style-type: none"> The <i>works</i> are: Construction of Foyle Port of Entry Product Inspection Facilities
	<ul style="list-style-type: none"> The <i>Client</i> is: Name: The Secretary of State for Environment, Food and Rural Affairs of the United Kingdom and Great Britain and Northern Ireland, acting as part of the Crown Address for communications: Department for Environment Food and Rural Affairs, Nobel House Area 1,17 Smith Square, London, SW1P 3JR Address for electronic communications: EDFFramework@defra.gov.uk. The <i>Client's Representative</i> is: Tim Lowe, SCAH Commercial Manager
	<ul style="list-style-type: none"> The <i>Project Manager</i> is Name: Brian McDevitt Address for communications: 1 Locksley Business Park, Montgomery Road, Belfast BT6 9UP Address for electronic communications: brian.mcdevitt@tetrattech.com
	<ul style="list-style-type: none"> The <i>Supervisor</i> is Name: Mark Livingstone Address for communications: Department for Environment Food and Rural Affairs, Nobel House Area 1,17 Smith Square, London, SW1P 3JR Address for electronic communications: Mark.Livingstone@defra.gov.uk
	<p>The Scope is in Schedule 4</p> <ul style="list-style-type: none"> o Scope Part A – Overarching requirements; o Scope Part B – Design requirements; o Scope Part C – Project Specific Requirements; o Scope Part D – Safety, Health & Welfare Requirements; o Scope Part E – Specifications. o Tender Clarifications – Clarification Log 27 November. o The Contractor's Tender Response
	<p>The Site Information is in: Schedule 5 - Site Information</p>
	<p>The <i>boundaries of the site</i> are: shown on drawing FOYLE Architectural-003_Site Proposed</p>
	<ul style="list-style-type: none"> The <i>language of this contract</i> is English

	<ul style="list-style-type: none"> The <i>law of the contract</i> is the law of Northern Ireland 								
	The <i>period for reply</i> is 10 working days except that								
	<ul style="list-style-type: none"> N/A. 								
	<ul style="list-style-type: none"> The following matters will be included in the Early Warning Register: <ul style="list-style-type: none"> Adequacy of Electrical Supply Port Operations Wastewater Infrastructure <p>Early warning meetings are to be held at intervals no longer than [2 weeks].</p>								
2. The <i>Contractor's</i> Main Responsibilities	<p>If the <i>Client</i> has identified work which is set to meet a stated <i>condition</i> by a <i>key date</i></p> <p>The <i>key dates</i> and <i>conditions</i> to be met are:</p> <table border="1"> <thead> <tr> <th><i>condition</i> to be met</th><th><i>key date</i></th></tr> </thead> <tbody> <tr> <td>Completion date for the whole of the works.</td><td>31/01/2025</td></tr> </tbody> </table>	<i>condition</i> to be met	<i>key date</i>	Completion date for the whole of the works.	31/01/2025				
<i>condition</i> to be met	<i>key date</i>								
Completion date for the whole of the works.	31/01/2025								
	For the purpose of the CDM Regulations the <i>Contractor</i> is:								
	Principal Contractor								
	The Key Sub-contractors are:								
3. Time	<ul style="list-style-type: none"> The <i>starting date</i> is: 01 February 2024 <p>The <i>access dates</i> are:</p> <table border="1"> <thead> <tr> <th>part of the Site</th><th><i>access date</i></th></tr> </thead> <tbody> <tr> <td>1. [To be confirmed]</td><td>01/03/2024</td></tr> <tr> <td>2. [To be confirmed]</td><td>[To be confirmed]</td></tr> <tr> <td>3. [To be confirmed]</td><td>[To be confirmed]</td></tr> </tbody> </table> <ul style="list-style-type: none"> The <i>Contractor</i> submits revised programmes at intervals no longer than 4 weeks. The <i>completion date</i> for the whole of the <i>works</i> is 31/01/2025. 	part of the Site	<i>access date</i>	1. [To be confirmed]	01/03/2024	2. [To be confirmed]	[To be confirmed]	3. [To be confirmed]	[To be confirmed]
part of the Site	<i>access date</i>								
1. [To be confirmed]	01/03/2024								
2. [To be confirmed]	[To be confirmed]								
3. [To be confirmed]	[To be confirmed]								

	<ul style="list-style-type: none">The <i>Client</i> is willing to take over the <i>works</i> before the Completion Date.		
	If no programme is identified in Part 2 of the Contract Data: <ul style="list-style-type: none">The period after the Contract Date within which the <i>Contractor</i> is to submit a first programme for acceptance is two weeks.		
4. Quality Management	<ul style="list-style-type: none">The period after the Contract Date within which the <i>Contractor</i> is to submit a quality policy statement and quality plan is two weeks.		
	<ul style="list-style-type: none">The period between Completion of the whole of the <i>works</i> and the <i>defects date</i> is 52 weeks.		
	The <i>defect correction period</i> is	Two weeks	
5. Payment	<ul style="list-style-type: none">The <i>currency of the contract</i> is Pounds Sterling (£)		
	<ul style="list-style-type: none">The <i>assessment interval</i> is 1 calendar month		
	<ul style="list-style-type: none">The <i>interest rate</i> is 2% per annum above the Bank of England base rate in force from time to time		
6. Compensation Events	<ul style="list-style-type: none">The place where weather is to be recorded is Culmore Weather Station, County Londonderry		
	<ul style="list-style-type: none">The <i>weather measurements</i> to be recorded for each calendar month are<ul style="list-style-type: none">the cumulative rainfall (mm)the number of days with rainfall more than 5 mmthe number of days with minimum air temperature staying less than 0 degrees Celsiusthe number of days with snow lying at 7.00 hours GMTand these measurements: N/A		
	<ul style="list-style-type: none">The <i>weather measurements</i> are supplied by The Met Office		
	<ul style="list-style-type: none">The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at Culmore Weather Station, County Londonderry, and which are available from The Met Office		
	Where no recorded data are available <ul style="list-style-type: none">Assumed values for the ten-year return <i>weather data</i> for each <i>weather measurement</i> for each calendar month are N/A		

	The <i>value engineering percentage</i> is 50%, unless another percentage is stated here, in which case it is 50%						
	<p>If there are additional compensation events</p> <p>These are additional compensation events:</p> <p>Acceptance of a quotation in accordance with clause 25.1.</p>						
8. Liabilities and Insurance	<p>If there are additional <i>Client's</i> liabilities</p> <p>These are additional <i>Client's</i> liabilities:</p> <p>N/A</p>						
	<ul style="list-style-type: none"> The minimum amount of cover for insurance against loss of or damage to property (except the <i>works</i>, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in [REDACTED] 						
	<ul style="list-style-type: none"> The minimum amount of cover for insurance against death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with the contract for any one event is: £10,000,000 						
	<p>If the <i>Client</i> is to provide Plant and Materials</p> <p>The insurance against loss of or damage to the <i>Works</i>, Plant and Materials is to include cover for Plant and Materials provided by the <i>Client</i> for an amount of N/A</p>						
	<p>If the <i>Client</i> is to provide any of the insurances stated in the Insurance Table</p> <p>The <i>Client</i> provides these insurances from the Insurance Table:</p> <p>N/A</p>						
	<ul style="list-style-type: none"> The <i>Contractor</i> provides these additional insurances <ul style="list-style-type: none"> (1) Construction "All Risks" Insurance with a minimum indemnity not less than [REDACTED] per incident as per the requirements of Construction Toolkit Annex I – Liability in Government Infrastructure Projects extended to Limited Defective Condition Exclusion (DE3) Minimum amount of cover is: [REDACTED] The deductibles are: N/A (2) Insurance against: Professional indemnity insurance for all activities of a professional nature including design liability with a limit of not less than that specified below – aggregate <table border="1"> <thead> <tr> <th colspan="2">Professional Indemnity insurance</th></tr> <tr> <th>Role</th><th>Minimum amount of cover</th></tr> </thead> <tbody> <tr> <td>Contractor</td><td>[REDACTED]</td></tr> </tbody> </table>	Professional Indemnity insurance		Role	Minimum amount of cover	Contractor	[REDACTED]
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Contractor	[REDACTED]						

	<table> <tr> <td>Building contractor</td><td>£1m</td></tr> <tr> <td>Civil engineering contractor</td><td></td></tr> <tr> <td>Mechanical building services contractor</td><td></td></tr> <tr> <td>Electrical building services contractor</td><td></td></tr> <tr> <td>Structural steelwork contractor</td><td></td></tr> <tr> <td>Architect</td><td></td></tr> <tr> <td>Quantity surveyor / cost manager</td><td></td></tr> <tr> <td>Mechanical engineer</td><td></td></tr> <tr> <td>Electrical engineer</td><td></td></tr> <tr> <td>Civil engineer</td><td></td></tr> <tr> <td>Structural engineer</td><td></td></tr> <tr> <td>Principal designer</td><td></td></tr> </table>	Building contractor	£1m	Civil engineering contractor		Mechanical building services contractor		Electrical building services contractor		Structural steelwork contractor		Architect		Quantity surveyor / cost manager		Mechanical engineer		Electrical engineer		Civil engineer		Structural engineer		Principal designer	
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Structural engineer																									
Principal designer																									
Resolving and avoiding disputes	The <i>tribunal</i> is the Northern Irish Courts.																								
If the tribunal is arbitration	<p>The place where arbitration is to be held is: Custom House, Belfast, BT1 3ET</p> <p>The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the <i>arbitration procedure</i> does not select an arbitrator is: RICS (Royal Institution of Chartered Surveyors)</p>																								
	<p>If Option X1 is used</p> <p>Not Used</p>																								
	<p>If Option X5 is used</p> <p>Not Used</p>																								
	<p>If Option X6 is used without Option X5</p> <p>Not Used</p> <p>If Option X6 is used with Option X5:</p> <p>Not Used</p>																								

	<p>If Option X7 is used without Option X5</p> <p>Not Used</p> <p>If Option X7 is used with Option X5</p> <p>Not Used</p>
	<p>If Option X10 is used</p> <p>Not Used</p>
	<p>If Option X13 is used</p> <p>Not Used</p> <p>If Option X14 is used</p> <p>The amount of the advanced payment is: 100% of the quotation from a utilities undertaking as agreed by both parties relating to electricity supply at the Site which has been accepted in accordance with clause 25.1.</p> <p>Advanced payment bond</p> <p>An advanced payment bond is not required</p>
	<p>Option X15</p> <p>Not Used</p>
	<p>Option X16</p> <p>Not Used</p>
	<p>If Option X17 is used</p> <p>Not Used</p>
	<p>If Option X18 is used</p> <p>Not Used</p>
	<p>If Option Y(UK)2 is used and the final date for payment is not fourteen days after the date on which payment becomes due</p> <p>The period for payment is 30 days after the date on which payment becomes due</p>
	<p>Option Z</p>

	The <i>additional conditions of contract</i> are set out in the Additional Conditions of Contract (Option Z clauses) in Schedule 2 to the Agreement.
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Schedule 2

Z Clauses

Z1. The following modifications and additions will apply to the NEC 4 Engineering and Construction Contract (June 2017):

1. General

Clause 11.2(2)

Delete the 2nd bullet point and replace with:

- “corrected all Defects excepting those Defects the *Client* has agreed, in writing, can be corrected after Completion”.

Add the following new bullet points:

- “executed and delivered the collateral warranties required to be provided under this Contract;
- cleared all surplus materials from the Site and cleaned the *works*;
- completed the Health and Safety File to the satisfaction of the Principal Designer;
- provided all the documentation specified in the Scope to be provided to the *Client* prior to Completion and as a pre-condition to Completion;
- completed and handed over the operations and maintenance manuals.

Such requirements apply, as the case may be, in respect of the whole of the *works* or any *section*, as appropriate.”

In the last paragraph after the words “to use the *works*” add the following: “as confirmed by the *Project Manager* in writing”.

Clause 11.2 (15)

Insert “including remedying any Defects” between the words “the work” and “necessary” in line 1.

Clause 11.2 (26)

In clause 11.2 (26) insert the following bullet point between the second and third bullet points: “is not recovered from insurers because of the *Contractor’s* breach of (and would have been recovered if the *Contractor* had complied with) the insurance obligations in this contract”.

Clause 11.2

Insert new definitions as follows:

(33) “CDM Regulations”

are the Construction (Design and Management) Regulations (Northern Ireland) 2016.

(34) 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.

(35) Client Data	<p>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</p> <ul style="list-style-type: none"> • which are supplied to the <i>Contractor</i> by or on behalf of the <i>Client</i>, • which the <i>Contractor</i> is required to generate, process, store or transmit pursuant to this contract or • which are any Personal Data for which the <i>Client</i> is the Data Controller to the extent that such Personal Data is held or processed by the <i>Contractor</i>.
(36) Commercially Sensitive Information	is the information agreed between the Parties (if any) comprising the information of a commercially sensitive nature relating to the <i>Contractor</i> , the charges for the works, its IPR or its business or which the <i>Contractor</i> has indicated to the <i>Client</i> that, if disclosed by the <i>Client</i> , would cause the <i>Contractor</i> significant commercial disadvantage or material financial loss.
(37) Confidential Information	is the <i>Client</i> 's Confidential Information and/or the <i>Contractor</i> 's Confidential Information.
(38) 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 <i>Client</i> .
(39) Contractor's Confidential Information	is any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and contractors of the <i>Contractor</i> , 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.
(40) Crown Body	is any department, office or agency of the Crown.
(41) Data Controller	has the meaning given to it in the Data Protection Act 2018.
(42) 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.
(43) 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.
(44) 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.
(45) General Anti-Abuse Rule	<p>is</p> <ul style="list-style-type: none"> • the legislation in Part 5 of the Finance Act 2013 and • any future legislation introduced into parliament to counteract tax

		advantages arising from abusive arrangements and to avoid national insurance contributions.
(46)	Halifax Abuse Principle	is the principle explained in the CJEU Case C-255/02 Halifax and others.
(47)	"Health and Safety File"	means the health and safety file referred to in the CDM Regulations.
(48)	Intellectual Property Rights or "IPRs"	<p>is</p> <ul style="list-style-type: none"> • 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.
(49)	Key Sub-Contractor	means a Key Subcontractor as more particularly defined in the Contract Data, or in the absence of such definition, being a Subcontractor with material design responsibility in respect of any <i>Works</i> and/or engaged to carry out a material part of any <i>Works</i> in relation to this contract.
(50)	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 <i>Contractor</i> is bound to comply under the <i>law of the contract</i> .

(51) An Occasion of Tax Non-Compliance is

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

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

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

(53) 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.

(54) 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.

(55) 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.

(56) Relevant Tax Authority

is HM Revenue & Customs, or, if applicable, a tax authority in the jurisdiction in which the *Contractor* is established.

(57) Security Policy

means the *Client's* security policy attached as Annex 1 to Appendix A (Security Provisions) as may be updated from time to time.

(58) Subcontractor

means any person to whom the provision of any of the Works may be sub-contracted by the Contractor including any Key Sub-contractor.

(59) Unqualified Person

is as defined in Article 62(2) of the Fair Employment and Treatment (Northern Ireland) Order 1998.

Clause 12.1

Delete and replace with:

“In this contract, unless the context otherwise requires:

- the headings are for convenience only and shall not affect its interpretation,
- reference to a clause, schedule, appendix, annex or paragraph are to a clause, a schedule, an appendix, an annex or a paragraph in this contract,
- any reference to this contract or to any other document shall include any permitted variation, amendment or supplement to such document,
- any reference to any statute shall include references to the same as it may have been, or may from time to time be amended, extended, consolidated or re-enacted and to any regulation or subordinate legislation made under it (or under such an amendment, extension, consolidation or re-enactment) subject to any provisions of this contract which relate to change of law,
- reference to the plural shall include the singular and vice versa, and reference to one gender includes reference to all genders. Any reference to a person shall be a legal person of whatever kind whether incorporated or unincorporated and to its successors, permitted assigns and transferees,
- words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things, and
- terms with capital initials shall have the meanings given to them in this contract.

Clause 12.4

Delete and replace with

‘Except where expressly provided in this contract, this contract constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings concerning the subject matter of this contract. This contract takes effect from the date when the Contractor first began to carry out any work relating to the Works. To the extent that any works were carried out prior to or otherwise than pursuant to this contract the Contractor warrants that such works have been carried out using the standards of skill and care as those applicable under this contract, and those works are subject to the terms of this contract.

Clause 12.5

Insert a new sub-clause as follows:

‘The invalidity, illegality or unenforceability in whole or in part of any of the terms of this contract does not affect the validity of any other term or the remainder of any affected term.’

Clause 12.6

Insert a new sub-clause as follows:

‘If the *Contractor* comprises two or more companies or other entities acting in joint venture, consortium, partnership, unincorporated grouping or otherwise, each such company or other entity is jointly and severally liable to the *Client* for the performance of the *works* and all of the *Contractor*’s obligations under this contract. The *Contractor* does not alter its composition or legal status without the prior consent of the *Client*. These companies or entities notify the *Client* of the identity of the company or entity who has authority to bind the *Contractor* and in the absence of such notification the *Client* is entitled to rely upon each such company or other entity as having authority to bind the *Contractor* and each of them.’]

Clause 13.7

At the start of the clause delete ‘A’ and replace with: ‘Save in respect of notification and instruction under clauses 61.1 and 61.2, a’

Clause 14.1

Delete clause 14.1 and replace with the following:

“No inquiry, acceptances, comments, instructions, consents or advice or indication of satisfaction given by or from the *Project Manager*, *Supervisor*, and *Client*, nor any inspection which the *Client* or *Supervisor* makes or has carried out for its benefit or on its behalf at any time, operates to reduce, extinguish, exclude, limit or modify the *Contractor*’s obligation to fulfil its duties and obligations under this contract.”.

Clause 18

Insert new clauses:

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

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

18.4.2 During the carrying out of the works the Contractor does not

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

18.4.3 In Providing the Works the Contractor

- establishes, maintains and enforces, and requires that its Subcontractors establish, maintain and enforce, policies

and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act,

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

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

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

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

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

Clause 19A

Insert new clause 19A:

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

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

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

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

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

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

2. The *Contractor's* Main Responsibilities

Clause 20

After clause 20.4 insert the following:

- "20.5 The *Contractor* shall execute the Works and perform its obligations under this contract in accordance with Good Industry Practice, the Law and using good quality and suitable materials of their respective kinds.
- 20.6.1 The Official Secrets Acts 1911 to 1989 and, where appropriate, the provisions of section 11 of the Atomic Energy Act 1946 apply to this contract.
- 20.6.2 The Contractor notifies its employees and its Subcontractors of their duties under these Acts.
- 20.7 The *Contractor* will throughout the progress of the works:
- take full responsibility for the safety of all persons entitled to be upon the Site;
 - keep the Site and the works (so far as the same are not occupied by the *Client*), in an orderly state in order to avoid danger to such persons; and
 - in connection with the *works* provide and maintain at its own cost all lights, guards, fencing, warning signs and watch when and where necessary, or as required by the *Client* or by any competent statutory or other authority for the protection of the works or the safety and convenience of the public or others.
- 20.8 The *Contractor* will ensure that the works and any part of the Site upon which the works are carried out shall be kept secure at all times.

Clause 21.1

Replace clause 21.1 with the following:

Where and to the extent that the Scope includes *Contractor* design responsibility for the *works*, the *Contractor* shall in accordance with clause X15 be fully responsible and liable for the design of the *works*, including the selection of any Plant and Materials in connection thereto."

Clause 22

Delete clause 22 and insert the following clause

In this clause 22 only:

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

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

22.2 The Client may assign novate or otherwise transfer its rights and obligations under the licence granted pursuant to 22.1 to a Crown Body or to anybody (including any private sector body) which performs or carries on any functions and/or activities that previously had been performed and/or carried on by the Client.

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

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

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

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

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

22.8 After the termination or conclusion of the Contractor's employment hereunder, the Contractor supplies the Project Manager with copies and/or

computer discs of such of the Documents as the Project Manager may from time to time request and the Client pays the Contractor's reasonable costs for producing such copies or discs.

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

Clause 25.1

Insert an additional paragraph at the end of clause 25.1:

If requested by the *Client* the *Contractor* submits quotations from *Others* for the parts of the Works detailed in the *Client's* request for acceptance. The *Client* states in its acceptance whether any amount of the quotation is to be paid as an advanced payment in accordance with clause X14 and if required details the period for repayment and the instalments.

Clause 26.2

Delete clause 26.2 and replace with:

26.2 "The *Contractor* appoints each Key Subcontractor named in the Contract Data for the relevant key subcontract stated in the Contract Data.

The *Contractor* submits the name of each proposed Subcontractor to the *Project Manager* for acceptance. A reason for not accepting the Subcontractor is that

- the appointment will not allow the *Contractor* to Provide the Works,
- the proposed subcontractor is not the Key Subcontractor for the key subcontract named in the Contract Data or
- the subcontractor is an Unqualified Person.

The *Contractor* does not appoint a proposed Subcontractor until the *Project Manager* has:

- accepted the Subcontractor and, to the extent these *conditions of contract* require,
- accepted the subcontract documents.

The *Contractor* may submit the name of a replacement Key Subcontractor for acceptance by the *Project Manager*. The *Contractor* submits the reason for the replacement and details of the capacity, technical and professional ability and experience of a proposed replacement Key Subcontractor to the *Project Manager* for acceptance. A reason for not accepting the replacement is that

- there is not a compelling reason for the replacement.
- the relevant experience, financial standing, technical capacity and technical and professional ability of the replacement are not

equivalent or as good as that of the Key Subcontractor who is being replaced.

The *Project Manager* may instruct the *Contractor* to replace a Subcontractor if the Subcontractor-

- becomes an Unqualified Person,
- fails to enter into a collateral warranty with the *Client*, to be delivered by the *Contractor*, in the form and by the date required in the Contract.

An instruction by the *Project Manager* to replace a Subcontractor is not a compensation event."

The *Contractor* does not replace a Subcontractor unless accepted by the *Project Manager*. A reason for not accepting the replacement Subcontractor is that:

- The proposed sub-contractor is a Key Subcontractor and there is no compelling reason for replacement.
- The reason for replacement is not in accordance with the subcontract terms and conditions."

Clause 26.3

Delete clause 26.3 and replace with:

26.3 "The *Contractor* submits the proposed conditions of contract for each subcontract to the *Project Manager* for acceptance unless -

- an NEC contract is proposed (the first tier subcontractors shall be appointed under a back-to-back NEC4 ECC Option A contract) or
- the *Project Manager* has agreed that no submission is required.

A reason for not accepting the subcontract documents is that:

- their use will not allow the Contractor to Provide the Works or
- they do not include a statement that the parties to the subcontract act in a spirit of mutual trust and co-operation.
- they are not consistent with these conditions of contract, amongst other things, with regard to payment (including the Fair Payment Charter), liability, risk and insurance cover,
- if the Subcontractor is a Key Subcontractor they
 - do not include a term that a person or organisation who is not one of the Parties to the proposed subcontract may enforce a term under the Contracts (Rights of Third Parties Act 1999) if the term and the person or organisation are stated in the Contract Data,
- if the Subcontractor is to provide a professional service necessary to Provide the Works, the proposed subcontract conditions:
 - are not the NEC3 Professional Service Contract with amendments in keeping with this contract,
 - are not to be executed in the form of a deed of appointment; and/or
 - do not include a term that the Subcontractor maintains professional indemnity insurance (in accordance with clause [X])

The *Contractor* provides the *Client* with a certified copy of the Subcontractor's deed of appointment within 7 days of appointing the Subcontractor.

Small and Medium Sized Enterprises

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

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

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

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

Apprenticeships

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

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

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

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

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

- the number of people during the reporting period employed on the contract, including support staff and Subcontractors,
- the number of apprentices and number of new starts on apprenticeships directly initiated through this contract,
- the percentage of all people taking part in an apprenticeship programme,
- if applicable, an explanation from the Contractor as to why it is not managing to meet the specified percentage target,
- actions being taken to improve the take up of apprenticeships and
- other training/skills development being undertaken by people in relation to this contract, including:

- (a) work experience placements for 14 to 16 year olds,
- (b) work experience /work trial placements for other ages,
- (c) student sandwich/gap year placements,
- (d) graduate placements,
- (e) vocational training,
- (f) basic skills training and
- (g) on site training provision/ facilities.

Clause 28

Delete clause 28 and replace with:

Assignment and Novation

'The Client assigns, charges or otherwise transfers this contract or the benefit hereof at any time without the consent of the Contractor. If requested by the Client the Contractor:

- executes a novation agreement in the form set out in Schedule 7 and delivers the same duly executed to the Client;
- simultaneously with the execution of the novation agreement under this clause 28, executes deed of collateral warranty in favour of the Client in the form set out in Schedule 7.

The Contractor does not assign, novate or otherwise transfer this contract without the prior written consent of the Client.'

Clause 27.5

Insert a new sub-clause 27.5:

'27.6 The *Contractor* does not use or specify for use in relation to the *works* and does not authorise or approve the specification or use by Others of any products or materials not in conformity (or which incorporate substances which are not in conformity) with relevant British Standards or Codes of Practice or which at the time of specification or use are widely known to builders or designers of the relevant discipline within the construction industry to be dangerous or hazardous to health and safety or deleterious to the integrity or durability of buildings and/or for other structures and/or finishes in the particular circumstances in which they are used or which are otherwise not in accordance with applicable laws and/or the guidelines contained in the edition of the publication 'Good Practice in the Selection of Construction Materials' published by The British Council for Offices current at the date of this contract.

If in the performance of its duties under this contract, the *Contractor* becomes aware that it or any other person has specified or used, or authorised or approved the specification or use by Others of, any such products or materials, the *Contractor* notifies the *Client* in writing forthwith. This sub-clause does not create any additional duty for the *Contractor* to inspect or check the work of Others which is not required by this contract.'

Clause 27.6

Insert new sub-clause 27.6:

‘27.6.1 The *Contractor* warrants and undertakes that it is competent for the purposes of the CDM Regulations and that it has allocated and will continue to allocate adequate resources to comply with the duties and obligations imposed on it by the CDM Regulations, including as Principal Designer and Principal Contractor where so nominated in the Contract Data.

27.6.2 The Contractor shall (and shall ensure that all Subcontractors shall), to the extent that the Contractor is not appointed as the principal designer, liaise and co-operate fully with the principal designer.

Clause 29

Insert new clauses:

Freedom of Information

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

29.4 The Contractor

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

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

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

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

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

Confidentiality and Information Sharing

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

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

29.10 The clause above shall not apply to the extent that

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

29.11 The Contractor may only disclose the Client's Confidential Information to the people who are directly involved in Providing the Works and who need to know the information, and shall ensure that such people are aware of and shall comply with these obligations as to confidentiality. The Contractor shall not, and shall procure that the Contractor's people do not, use any of the Client Confidential Information received otherwise than for the purposes of this contract.

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

which provide an audit trail of any discussions or exchanges with Contractor's people in connection with obligations as to confidentiality.

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

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

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

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

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

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

29.17 The Client may disclose the Confidential Information of the Contractor

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

Tax Compliance

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

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

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

3. Time

Clause 30.1

Clause 30.1:

At the end of the clause add: 'The *Contractor* carries out the works regularly and diligently and without delay.'

Clause 31.3

In sub-clause 31.3 after 'Scope' in bullet 4 insert 'or other requirement of the contract'.

Clause 35.2

At the end insert:

"Where the *Contractor* allows access and use of the *works* by Others for related work or activities, such access and use does not give rise to a taking over of any part of the *works*."

4. Quality Management

Clause 40.4

Add the following new clause 40.4:

"Notwithstanding that the quality plan will have been seen and accepted by the *Project Manager*, the *Contractor* is solely responsible for the accuracy, suitability and applicability of the quality plan."

Clause 41.4

Insert at the end of clause 41.4 the following:

"If the *Contractor* shall neglect or refuse to make good within the time identified in the Contract Data any Defect as notified by the *Client*, then the *Client* may, without prejudice to any other remedies or relief available to it under the Contract, proceed to do all work necessary to rectify the Defect, provided that the *Client* gives reasonable notice of its intention".

Clause 41.8

Add a new clause 41.8:

'The *Contractor* allows the *Client* and its respective representatives to inspect the *works* at any reasonable time, provided they give the *Contractor* reasonable notice prior to any such inspection.'

5. Payment

Clause 51.1	<p>DELETE the words: “The <i>Project Manager</i> certifies a payment within one week of each assessment date” in line 1 of Clause 51.1.</p> <p>Replace with</p> <p>“The <i>Contractor</i> submits information to assist the <i>Project Manager</i> to assess the amount due not less than three days before the assessment date. The <i>Project Manager</i> certifies a payment within one week of each assessment date. Within 7 days of the <i>Project Manager</i>’s certificate the <i>Contractor</i> submits a VAT invoice for the amount payable certified by the <i>Project Manager</i>. If the <i>Contractor</i> fails to submit an invoice within 7 days then the final date for payment is postponed by the same number of days as the time taken to submit the invoice exceeds 7 days.</p>
Clause 51.4	<p>At the end of clause 51.4, insert the following:</p> <p>‘The parties acknowledge that payment of such interest shall constitute a ‘substantial remedy’ for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998 (as amended).’</p>
Clause 51.6	<p>Insert a new clause 51.6 as follows:</p> <p>“The issue of any payment certificate or the payment of any amount by the <i>Client</i> to the <i>Contractor</i> does not constitute or imply or constitute evidence of the <i>Client</i>’s approval or acceptance of any <i>works</i> provided by the <i>Contractor</i> or relieve the <i>Contractor</i> of any of its obligations under this contract.”</p>
Clause 57	<p>Fair Payment</p> <p>Insert a new clause:</p> <p>57.1 The <i>Contractor</i> assesses the amount due to a Subcontractor without taking into account the amount certified by the <i>Project Manager</i>.</p> <p>57.2 The <i>Contractor</i> includes in the contract with each Subcontractor</p> <ul style="list-style-type: none"> • 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 <p>a provision requiring the Subcontractor to assess the amount due to a subsubcontractor without taking into account the amount paid by the <i>Contractor</i>.</p>

6. Compensation Events

Clause 60.1	In line 1 after "are" insert: "to the extent they do not result from any error, omission, negligence or default of the <i>Contractor</i> or its personnel".
Clause 60.1(1)	<p>In the second bullet point delete: "for its design".</p> <p>At the end of the second bullet point remove "." and insert: "or". Add the following new bullet points to the end:</p> <ul style="list-style-type: none"> • "a change made as a result of or to overcome or to mitigate the effects of a breach of contract by the <i>Contractor</i> or • to the extent that the <i>Contractor</i> is responsible under this Contract for the Scope, a change made to resolve an ambiguity or inconsistency between or within the Scope and other documents which are a part of this contract."
Clause 60.1(9)	In clause 60.1(9), add at the end: "unless the reason for withholding acceptance is that the <i>Contractor</i> is in breach of contract in circumstances in which it is reasonable for the <i>Project Manager</i> to withhold such acceptance".
Clause 60.1(11)	<p>Insert the following at the end of clause 60.1(11):</p> <p>"but delay is not unnecessary if it arises only from the proper carrying out of a test which is provided for in the Contract."</p>
Clause 60.1(17)	In clause 60.1(17) add at the end: "unless the correction was necessary due to inaccurate, incomplete or incorrect information provided by the <i>Contractor</i> ."
Clause 60.2	<p>Insert the following at the end of the final bullet point:</p> <p>"including, without limitation, all the information about the site available to the <i>Contractor</i> whether or not contained in the Site Information".</p>
Clause 63.4	<p>Insert a third bullet point as follows:</p> <ul style="list-style-type: none"> • "Acceptance of a quotation in accordance with clause 25.1"
Clause 63.10	Delete this clause.
Clause 63.12	<p>Add the following clause:</p> <p>"The <i>Contractor</i> uses reasonable endeavours to mitigate the consequences of a compensation event."</p>
7. Title	
Clause 70	<p>Delete clause 70 and replace as follows:</p> <p>"70.1 No payment is made to the <i>Contractor</i> on account of Plant and Materials which are outside the Working Areas unless this contract expressly so provides.</p>

- 70.2 The *Contractor* ensures that the unencumbered title to Plant and Materials passes to the *Client*
- at the time they are brought on to the Working Areas without it being necessary to perform any formalities or do anything else for title to pass; or
 - the date when the *Contractor* becomes entitled to payment for the Plant and Materials in question; or
 - the date upon which title passes to the *Client* under the provisions of a vesting certificate,
- whichever is the earlier.
- 70.3 Loss or damage to Plant and Materials is at the *Contractor's* risk whether or not title has passed to the *Client*, unless the contract expressly states that such loss or damage is the *Client's* risk.
- 70.4 Title to Plant and Materials for which the *Client* has not paid passes back to the *Contractor* if they are removed from the Working Areas with the *Project Manager's* permission. If the Plant and Materials have been paid for by the *Client*, the title to them remains with the *Client* even if they are removed from the Working Areas. It is a pre-condition to payment for any Plant and Materials that the *Contractor* marks and stores it in accordance with this contract and signs a vesting certificate in a form which is acceptable to the *Client* (acting reasonably)."

8. Liabilities and Insurance

- Clause 80.1 Add after the words "Plant and Materials" in the fifth bullet point of clause 80.1:
- "other than loss of or damage which gives rise to a claim for compensation under the Criminal Damage (Compensation) (Northern Ireland) Order 1977 (as the same may be amended from time to time) or any scheme for the time being in force for the compensation of criminal damage to property in Northern Ireland"
- Clause 81.1 Add to the end of the clause 'Any other liabilities not stated to be Client's liabilities are Contractor's liabilities
- Clause 83.2 Add after the words "The *Contractor* provides "in line 2 of Clause 83.2
- "and ensures the Subcontractors provide "
- Clause 83.3 Delete "from the *starting date*" until the Defects Certificate or a termination certificate has been issued" and replace it with:
- "for the insurances stated in the Insurance Table from the *starting date* until the Defects Certificate or a termination certificate has been issued;

- for additional insurances stated in the Contract Data from the *starting date* until the end of the periods stated in the Contract Data. “

Clause 84.1

Delete clause 84.1 and replace it with:

“The Contractor submits, for acceptance certificates which state that the insurance required by this contract is in force,

- To the Project Manager
 - for the insurances stated in the Insurance Table, before the *starting date* and on each renewal of the insurance policy until the defects date
 - for the additional insurances stated in the Contract Data, on or before the *starting date* and on each renewal of the insurance policy, until the defects date
- To the *Client*
 - for the additional insurances stated in the Contract Data, after the Defects Certificate or a termination certificate has been issued and on each renewal of the insurance policy, until the end of the period stated in the Contract Data.

The certificates are signed by the Contractor’s insurer or insurance broker. A reason for not accepting the certificates is that they do not comply with this contract.”

9. Termination

Clause 90.2

In the first row of the second column Insert “or R23 or R24” after “R1-R15,R18 or R22”

In the second row of the second column insert “or R25” after “R17 or R20”

Clause 91

Delete all references to “A4” from the termination table.

Insert a new clause 91.9:

The *Client* may terminate:

- if the *Contractor* becomes an Unqualified Person (R23);
- if a Subcontractor becomes an Unqualified Person unless, within six weeks of the date of the Subcontractor becoming an Unqualified Person, the *Contractor* appoints a replacement Subcontractor in accordance with the *conditions of contract* (R24);
- for any other reason (R25).

Clause 93.2

Insert at the end of paragraph A3 before the full stop:

“and any direct loss and/or damage caused to the *Client* as a result of the termination”

Delete the paragraph titled “A4” in its entirety.

Secondary Option Clauses

Option X8

Delete the text of Option X8 and replace it with:

X8.1 Within 14 days of a request from the *Client*, the *Contractor* executes and delivers a collateral warranty in favour of any person nominated by the *Client* in the relevant form set out in Schedule 6, and delivers the same to the *Client*. If the *Contractor* fails to deliver any collateral warranty validly requested under this clause within 14 days of the *Client's* request, the *Client* shall not be obliged to make any further payment to the *Contractor* under this contract until such collateral warranty is delivered to the *Client*.

X8.2 Within 14 days of the appointment of each Key Sub-contractor or within 14 days of a request from the *Client*, the *Contractor* ensures that each Sub-contractor executes and delivers a collateral warranty in favour of the *Client* and any person nominated by the *Client* in the relevant form set out in Schedule 6. If any such collateral warranty requires execution by the *Contractor*, the *Contractor* executes and delivers the same within the time limits set out in this clause. If the *Contractor* fails to deliver any collateral warranty validly requested under this clause within 14 days of the *Client's* request, the *Client* shall not be obliged to make any further payment to the *Contractor* under this contract to the extent that any sum due relates to any element of the *Works* for which the provider of the collateral warranty is responsible until such collateral warranty is delivered to the *Client*.

Option X14

In Option X14:

Option X14.1

Delete the final sentence and replace it with:

The advanced payment is included in the next assessment date after the *Client* confirms its acceptance of a quotation in accordance with clause 25.1 and that the amount (if any) of such quotation that is to be paid as an advanced payment in accordance with this clause X14.

Option X15

In Option X15:

Clause X15.1

Delete and replace with:

‘The *Contractor's* liability for Defects arising from its design shall be limited to the liability to carry out and complete the *Contractor's* design with the reasonable skill, care and diligence to be expected of an appropriately qualified, skilled and competent professional designer experienced in designing works of a similar nature, scope and complexity to the *works*. The materials and goods used in the *works* will be fit for their intended purposes”

Clause X15.5

Delete and replace with:

The *Contractor* maintains professional indemnity insurance cover with a reputable insurance company with a limit of indemnity of not less than that stated in the Contract Data Part One for each and every claim and without any unusual exclusions or limitations, from the commencement of the performance of the *works* until 12 years from Completion of the whole of the *works* (provided that such insurance is generally available in the market at commercially reasonable rates). Such insurance shall cover the *Contractor's* liabilities and obligations in connection with the design of the *works* undertaken by the *Contractor*. As and when required to do so by the *Client*, the *Contractor* shall produce for inspection documentary evidence that the insurance required is being properly maintained. The *Contractor* shall immediately notify the *Client* in writing if it ceases to carry the insurance cover required by this clause X15.5 so that the parties may discuss the best ways and means of protecting their respective interests.'

Y(UK)2

Add an additional clause Y2.6

If Option Y(UK)2 is said to apply then notwithstanding that this contract relates to the carrying out of construction operations other than in England or Wales or Scotland, the Act is deemed to apply to this contract.

Y(UK)3

Delete clause Y3.1 and replace with:

Y3.1 "Subject to the express rights of any person under any collateral warranty arrangement granted under the provisions of this contract, this contract does not create any right under the Contracts (Rights of Third Parties) Act 1999 enforceable by any person who is not a party to it."

Z2

Not used

Z3

GDPR

The Client and the Contractor shall comply with the provisions of Appendix B.

Z4

Cyber Essentials

The Client and the Contractor shall comply with the provisions of Appendix C.

Z5

Set Off

The *Client* is permitted to deduct and withhold from any sums otherwise due to the Contractor under this contract any sum of money due from the Contractor to the other parties under:

- this contract,
- any other agreement between the Contractor and the Client or
- any other agreement between the Contractor and any Contracting Body

provided that the terms of such other agreement provide for sums of money due from the Contractor under that agreement to be recovered by way of a deduction from sums of money due to the Contractor under this contract or any other contracts.

Z6

Contract monitoring

Z6.1: Construction Contract Monitor

- (1) The *Client* may appoint a Construction Contract Monitor (CCM) from a list of persons or organisations held by the *Client*. The objectives of the appointment of the CCM, the role of the CCM and the obligations of the *Contractor* in respect of the CCM are stated in the Scope.
- (2) The *Contractor* co-operates with the CCM as stated in the Scope.
- (3) The CCM acts as stated in this contract and in a spirit of mutual trust and co-operation.
- (4) The *Client* does not appoint as the CCM any person or organisation that provides or has provided within 5 years of the *starting date* any accountancy, audit or legal services to the *Contractor* or to the *Contractor's* ultimate parent company or to a company with the same ultimate parent company as the *Contractor*.
- (5) The *Client* may replace the CCM at any time after he has notified the *Contractor* of the name of the replacement.

Z6.2: Other Matters

- (1) The following are additional compensation events.
 - (a) If the *Contractor* is required to pay fees to external accountants, auditors or solicitors in relation to any requests

from or requirements of the CCM, but excluding any fees incurred in challenging or disputing a decision of the CCM.

- (b) Complying with any specific requirements of the CCM as to security, to the extent that such requirements are greater than an experienced contractor would have deemed reasonable to have allowed for them taking into account

- his knowledge of the area in which the *works* are being carried out,
- any information provided by the *Client* in this contract,
- any information available from a visual inspection of the area in which the *works* are being carried out and
- any other information which an experienced contractor could reasonably be expected to have or to obtain.

Only the difference between the security required by the CCM and that which it would have been reasonable to have allowed is taken into account in assessing a compensation event.

- (2) Any information provided in accordance with this clause to the *Client*, the *Project Manager* or the CCM may be used by any Governmental Department or Agency for statistical or information publications. Where such information is used it will not identify any individuals or organisations, except to the extent set out in the notification table in the Scope.

Appendix A

Security Requirements

1.1 Definitions

For the purposes of this appendix 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"	<p>in accordance with the Security Requirements and the Security Policy, the occurrence of:</p> <ul style="list-style-type: none">(a) any unauthorised access to or use of the works the Client Premises, the Sites, the Contractor System and/or any ICT, information or data (including the Confidential Information and the Client Data) used by the <i>Client</i> and/or the <i>Contractor</i> 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 <i>Client</i> and/or the <i>Contractor</i> in connection with this contract.
"Clearance"	means national security clearance and employment checks undertaken by and/or obtained from the Defence Vetting Agency;
"Contractor Equipment"	the hardware, computer and telecoms devices and equipment supplied by the <i>Contractor</i> or its Subcontractors (but not hired, leased or loaned from the <i>Client</i>) for the carrying out of the <i>works</i> ;
"Contractor Software"	software which is proprietary to the <i>Contractor</i> , including software which is or will be used by the <i>Contractor</i> for the purposes of carrying out of the <i>works</i> ;
"Contractor System"	the information and communications technology system used by the <i>Contractor</i> in carrying out of the <i>works</i> including the Software, the <i>Contractor</i> 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 contractors 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 *Client* or its Affiliates which are made available for use by the *Contractor* or its Subcontractors for carrying out of the *works* (or any of them) on the terms set out in this contract or any separate agreement or licence;

"Client System"

the *Client's* computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the *Client* or the *Contractor* in connection with this contract which is owned by or licensed to the *Client* by a third party and which interfaces with the *Contractor* System or which is necessary for the *Client* to receive the *works*;

"Environmental Information Regulations"

the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued 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 *Contractor* System;

"Impact Assessment"

an assessment of a Compensation Event;

"Information"	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>Contractor</i> throughout the carrying out of the <i>works</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>works</i> ;
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know how relating to the <i>works</i> but excluding know how already in the <i>Contractor'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 Sub contractor 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>Contractor'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>works</i> (if any) or such other requirements as the <i>Client</i> may notify to the <i>Contractor</i> from time to time
"Security Tests"	shall have the meaning set out in Appendix 2 (Security Management Plan) [Guidance: define "Security Tests" in Security Management Plan]
"Software"	Specially Written Software, <i>Contractor</i> Software and Third Party Software;
"Specially Written Software"	any software created by the <i>Contractor</i> (or by a third party on behalf of the <i>Contractor</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, <i>Client's</i> 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 <i>Contractor</i> which is or will be used by the <i>Contractor</i> for the purposes of carrying out of the <i>works</i> ; and

1.2 Introduction

1.2.1 This appendix covers:

1.2.1.1 principles of protective security to be applied in carrying out of the

works;

- 1.2.1.2 wider aspects of security relating to carrying out of the *works*;
- 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 *Contractor* 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 *Contractor* 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 *Contractor* gives an early warning to the *Project Manager* of such inconsistency immediately upon becoming aware of the same, and the *Project Manager* shall, as soon as practicable, advise the *Contractor* which provision the *Contractor* shall be required to comply with.

1.4 ISMS and Security Management Plan

1.4.1 Introduction:

- (i) The *Contractor* 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 *Project 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 *Contractor* shall develop and maintain a Security Management Plan in accordance with this Schedule to apply during the carrying out of the *works*.

1.4.1.2 The *Contractor* 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 *works* and all processes associated with carrying out of the *works*, including the construction, use, alterations or demolition of the *works*, the *Contractor* 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 *Contractor* 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 *Contractor* will prepare and deliver to the *Project Manager* for acceptance a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan set out in Appendix 2 of this Part 2 of this Contract Schedule J.

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 *Project Manager* it will be adopted immediately and will replace the previous version of the Security Management Plan at Appendix 2 of this Part 2 of this Contract Schedule J. If the Security Management Plan is not accepted by the *Project Manager* the *Contractor* 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 *Project Manager* and re-submit to the *Project 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 *Project Manager*. If the *Project 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 *Project 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 *Contractor* in relation to all aspects of the *works* and all processes associated with carrying out of the *works* and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the *works* 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 *Contractor's* ISMS at the date notified by the *Project Manager* to the *Contractor* for the *Contractor* 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 *Contractor* and the *Client* engaged in the *works* 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 *Contractor* annually or from time to time to reflect:
- (a) emerging changes in Good Industry Practice;
 - (b) any change or proposed change to the Contractor System, the *works* and/or associated processes;
 - (c) any new perceived or changed security threats; and
 - (d) any reasonable request by the *Project Manager*.
- 1.4.4.2 The *Contractor* will provide the *Project 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 *Project 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 *Contractor* proposes to make to the ISMS or Security Management Plan (as a result of a *Project Manager's* request or change to the *works* or otherwise) shall be subject to the early warning procedure and shall not be implemented until accepted in writing by the *Project Manager*.
- 1.4.5 Testing

- 1.4.5.1 The *Contractor* 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 *Project Manager*.
- 1.4.5.2 The *Project Manager* shall be entitled to witness the conduct of the Security Tests. The *Contractor* shall provide the *Project 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 *Project Manager* and/or its authorised representatives shall be entitled, at any time and without giving notice to the *Contractor*, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the *Contractor's* compliance with the ISMS and the Security Management Plan. The *Project Manager* may notify the *Contractor* 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 *works*. If such tests adversely affect the *Contractor's* ability to carry out the *works* in accordance with the Scope, the *Contractor* 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 *Contractor* shall promptly notify the *Project Manager* of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the *Contractor* proposes to make in order to correct such failure or weakness. Subject to the *Project Manager's* acceptance in accordance with paragraph (i), the *Contractor* shall implement such changes to the ISMS and the Security Management Plan in accordance with the timetable agreed with the *Project 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 *Contractor* 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 *Contractor* reasonably believes that it is not compliant with ISO/IEC 27001, the *Contractor* shall promptly notify the *Project 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 *Project 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 *Project Manager's* reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 is not being achieved by the *Contractor*, then the *Project Manager* shall notify the *Contractor* of the same and give the *Contractor* 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 *Contractor* does not become compliant within the required time then the *Project 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 *Contractor* is found to be non-compliant with the principles and practices of ISO/IEC 27001 then the *Contractor* 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 *Contractor* 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 *Project Manager*; and

- 1.6.2.2 as soon as reasonably practicable provide to the *Project 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.

Appendix A - Annex 1 – Security Policy

See Security policy framework - GOV.UK (www.gov.uk) :

<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>

Appendix A -Annex 2 – Security Management Plan

[Guidance Note: Append Contractor Security Management Plan within 20 days of contract commencement date]

Appendix B

GDPR

The following definitions shall apply to this Appendix B.

Agreement : this contract;

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

GDPR CLAUSE DEFINITIONS:

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

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

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

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

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

DPA 2018 : Data Protection Act 2018

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

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

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

Protective Measures : appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Schedule [x] (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 *Contractor* is the Processor unless otherwise specified in Annex A. The only processing that the Processor is authorised to do is listed in Annex A by the Controller and may not be determined by the Processor.
- 1.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 1.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the *works*;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
 - (a) process that Personal Data only in accordance with Annex A unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Appendix B);

- (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 EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.

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

- (a) receives a Data Subject Request (or purported Data Subject Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

1.6 The Processor's obligation to notify under clause 1.5 shall include the provision of further

information to the Controller in phases, as details become available.

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

- (a) the Controller with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Controller following any Data Loss Event;
- (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

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

- (a) the Controller determines that the processing is not occasional;
- (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
- (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

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

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

1.11 Before allowing any 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 1.11(c) 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 in Schedule Annex B in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Schedule in replacement of Clauses 1.1-1.14 for the Personal Data under Joint Control.

Appendix B -: Schedule of Processing, Personal Data and Data Subjects Annex

A Processing, Personal Data and Data Subjects

This Annex 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 Annex shall be with the Controller at its absolute discretion.

1. The contact details of the Controller's Data Protection Officer are: [Insert Contact details]
2. The contact details of the Processor's Data Protection Officer are: [Insert Contact details]
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	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the <i>Client</i> is the Controller and the <i>Contractor</i> is the Processor in accordance with Clause 1.1.</p> <p>[Guidance: You may need to vary this section where (in the rare case) the <i>Client</i> and <i>Contractor</i> have a different relationship. For example where the Parties are Joint Controller of some Personal Data:</p> <p>"Notwithstanding Clause 1.1 the Parties acknowledge that they are also Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <p>[Insert the scope of Personal Data which the purposes and means of the processing is determined by the both Parties]</p> <p>In respect of Personal Data under Joint Control, Clause 1.1-1.15 will not apply and the Parties agree to put in place a Joint Controller Agreement as outlined in Annex B instead."</p>
Subject matter of the processing	<p>[This should be a high level, short description of what the processing is about i.e. its subject matter of the contract.</p> <p>Example: The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide a service to members of the public.]</p>
Duration of the processing	[Clearly set out the duration of the processing including dates]

Nature and purposes of the processing	<p>[Please be as specific as possible, but make sure that you cover all intended purposes.</p> <p>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p>
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	The purpose might include: employment processing, statutory obligation, recruitment assessment etc]
Type of Personal Data being Processed	[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]
Categories of Data Subject	[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	[Describe how long the data will be retained for, how it be returned or destroyed]

Appendix C
Cyber Essentials

1. DEFINITIONS

1.1 In this Appendix C, the following words shall have the following meanings:

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

2. CYBER ESSENTIALS OBLIGATIONS

2.1 Where the Scope requires that the *Contractor* provide a Cyber Essentials Certificate prior to the execution of the *works* the *Contractor* shall provide a valid Cyber Essentials Certificate, then on or prior to the commencement of the *works* the *Contractor* delivers to the *Client* evidence of the same. Where the *Contractor* fails to comply with this paragraph it shall be prohibited from commencing the carrying out of the *works* under any contract until such time as the *Contractor* has evidenced to the *Client* its compliance with this paragraph 2.1.

2.2 Where the *Contractor* continues to Process Cyber Essentials Scheme Data during the carrying out of the *works* the *Contractor* delivers to the *Client* evidence of renewal of the Cyber

Essentials Certificate on each anniversary of the first applicable certificate obtained by the *Contractor* under paragraph 2.1.

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

2.3.1 a valid and current Cyber Essentials Certificate before the *Contractor* Processes any such Cyber Essentials Scheme Data; and

2.3.2 renewal of the valid Cyber Essentials Certificate on each anniversary of the first Cyber Essentials Scheme certificate obtained by the *Contractor* under paragraph 2.1.

2.4 In the event that the *Contractor* fails to comply with paragraphs 2.2 or 2.3 (as applicable), the *Client* reserves the right to terminate this contract for material Default.

2.5 The *Contractor* ensures that all sub-contracts with Sub-Contractors who Process Cyber Essentials Data contain provisions no less onerous on the Sub-Contractors than those imposed on the *Contractor* under this contract in respect of the Cyber Essentials Scheme under paragraph 2.1 of this Appendix C.

2.6 This Appendix C shall survive termination or expiry of this contract.

Schedule 3

Contract Data Part Two

The Contract Data Part Two (Data provided by the *Contractor*) shall be read as follows:

1 General	
	<p>The <i>Contractor</i> is:</p> <p>Name: Connolly & Fee Limited</p> <p>Address for communications: 15a Creenagh Bridge Road, Dungannon, Co. Tyrone, BT71 6EY</p> <p>Address for electronic communications: conor@connolly-fee.com</p> <p>The <i>fee percentage</i> [REDACTED]</p> <p>The <i>working areas</i> are inclusive of designated 'Foyle Port POE' storage area within C&F Yard at C&F Head Office</p> <p>The <i>key persons</i> are:</p> <p>Name (1): Conor Connolly</p> <p>Job: Project Director / Contracts Project Manager</p> <p>Responsibilities: Contractor Team Leadership / Client Team Contact</p> <p>Qualifications: BSc Hons Civil Engineering / NEBOSH</p> <p>Experience: 15 years</p> <p>Name (2): Francis McCloskey</p> <p>Job: Site Agent / Manager</p> <p>Responsibilities: Day to Day Running of Site / Client Site Contact</p> <p>Qualifications: CSR Building Site Supervisor / H&S / Various CPD</p> <p>Experience: 20+ years</p> <p>Name (3): Michael Montgomery</p> <p>Job: Design Manager / Project Architect</p> <p>Responsibilities: Design Management of Pre-Construction / Construction Phases</p> <p>Qualifications: BSc (Hons) Architecture Dip Arch</p> <p>Experience: 18 years</p> <p>Name (4): Cathal McCullagh</p> <p>Job: Senior Commercial Manager / Quantity Surveyor</p> <p>Responsibilities: Management of Project Finances</p> <p>Qualifications: BSc (Hons) Quantity Surveying</p> <p>Experience: 12 years</p> <p>The following matters will be included in the Early Warning Register: None at this time</p>

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	Architect	Hour	
	<p>The published list of Equipment is the edition current at the Contract Date of the list published by CECA</p> <p>The percentage for adjustment for Equipment in the published list is (state plus or minus)</p> <p>The rates for other Equipment are: (NOT APPLICABLE)</p> <p>The rates for Defined Cost of manufacture and fabrication outside the Working Areas by the <i>Contractor</i> are: (NOT APPLICABLE)</p> <p>The rates for Defined Cost of design if any outside the Working Areas are: (NOT APPLICABLE)</p> <p>The categories of design people whose travelling expenses to and from the Working Areas are included in the Defined Cost are All design people</p> <p>The people listed in the Contract Data who are employed by the <i>Contractor</i>, whose normal place of working is not within the Working Areas and who are working outside of the Working Areas other than on manufacture and fabrication and design are</p>		

Schedule 4

Scope including Tender Clarifications and the Contractor's Tender Response.



Scope Part A -
Overarching Requirements



Scope Part B -
Design Requirements



Scope Part C -
Project Specific Requirements



Scope Part D -
Safety, Health and Environment



Scope Part E -
Specifications.zip

Tender Clarifications Log and Associated Documents

Clarifications Log



Clarification%20Log
%2027%20November

Additional Foyle Reefer Specification



Additional Foyle
Reefer Specification

'706093ATX - Net Zero Operational Carbon Scope Strategy Rev 01 November 23.xlsx



'706093ATX%20-%20
0Net%20Zero%20Op

The Contractor's Tender Response



Contractor's Tender Response.zip

Schedule 5

Site Information



Site Information.zip

Schedule 6 Collateral Warranties

Consultant Collateral Warranty:



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Contractor Collateral Warranty:



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Sub Contractor Collateral Warranty



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Post Novation Contractor Collateral Warranty



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Schedule 7 Novation Agreement



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Signature page to the Building Contract between The Secretary of State for Environment, Food and Rural Affairs and Connolly & Fee Limited.

In witness this contract has been executed on
19/01/2024 by

**The Secretary of State for Environment,
Food and Rural Affairs of the United
Kingdom and Great Britain and Northern
Ireland, acting as part of the Crown**
acting by Tim Lowe, Commercial Manager

Signature



Name Tim Lowe

Position: SCAH Commercial Manager, Defra group
Commercial

**Executed by
Connolly & Fee Limited**
acting by **Conor Connolly**, a director

Signature



Name Conor Connolly

Position Director