

**Crown Commercial Service**

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**CONSTRUCTION PROFESSIONAL SERVICES FRAMEWORK SCHEDULE 5**

**TEMPLATE CALL OFF AGREEMENT (INCORPORATING THE NEC4 PROFESSIONAL SERVICES  
CONTRACT JUNE 2017 (INCLUDING AMENDMENTS ISSUED JANUARY 2019 AND OCTOBER 2020)  
AND CONTRACT DATA**

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**Date 6 of May**

**FORM OF AGREEMENT**

**Incorporating the NEC4 Professional Services Contract June 2017 incorporating amendments  
January 2019 and October 2020**

**Between**

**Defence Infrastructure Organisation, Ministry of Defence**

**And**

**Arcadis Consulting (UK) Ltd**

**For the provision of**

**Next Gen EMP 2025-2027**

**Contract Number – 714765451**

**CCS reference - CPS1-38348-2025**

**THIS AGREEMENT is made the 6<sup>th</sup> day of May 2025**

**PARTIES:**

1. **DEFENCE INFRASTRUCTURE ORGANISATION, MINISTRY OF DEFENCE** acting as part of the Crown (the "**Client**"); and
2. **[ARCADIS CONSULTING (UK) LTD]** which is a company incorporated in and in accordance with the laws of **[United Kingdom]** (Company No. **[2212959]** whose registered office address is at **[80 Fenchurch Street, London, EC3M 4BY]** (the "**Consultant**").

**BACKGROUND**

- (A) The Minister for the Cabinet Office (the "**Cabinet Office**") as represented by Crown Commercial Service, a trading fund of the Cabinet Office, without separate legal personality (the "**Authority**"), established a framework for construction professional services for the benefit of public sector bodies.
- (B) The *Consultant* was appointed to the framework and executed the framework agreement (with reference number 6165 which is dated 1<sup>st</sup> October 2021 (the "**Framework Agreement**"). In the Framework Agreement, the Consultant is identified as the "Supplier".
- (C) On the 21<sup>st</sup> of January 2025 the *Client*, acting as part of the Crown, and in the Framework, Agreement is identified as a "Contracting Authority" invited the *Consultant* along with other framework suppliers to tender for the *Client's* construction professional team services requirements in accordance with the Call Off Procedure (as defined in the Framework Agreement).
- (D) On the 21<sup>st</sup> March 2025 the *Consultant* submitted a tender response and was subsequently selected by the *Client* to provide the *service*.
- (E) The *Consultant* has agreed to Provide the Services in accordance with this agreement and the Framework Agreement.

**IT IS AGREED AS FOLLOWS:**

1. The *Client* will pay the *Consultant* the amount due and carry out his duties in accordance with the *conditions of contract* identified in the Contract Data and the Contract Schedules.
2. The *Consultant* will Provide the Service in accordance with the *conditions of contract* identified in the Contract Data and the Contract Schedules.
3. This contract incorporates the conditions of contract in the form of the NEC4 Professional Services Contract June 2017 Edition incorporating amendments January 2019 and October 2020 and incorporating the following Options:

W1;

Option X2, X5, X18, X20 and

Option Y(UK)2 which together with the *additional conditions of contract* specified in Option Z, and the amendments specified in Option Z, form this contract together with the documents referred to in it. References in the NEC4 Professional Services

Contract June 2017 Edition incorporating amendments January 2019 and October 2020 to "the contract" are references to this contract.

- This contract and the Framework Agreement is the entire agreement between the parties in relation to the *service* and supersedes and extinguishes all prior arrangements, understandings, agreements, statements, representations or warranties (whether written or oral) relating thereto.
- 4. Neither party has been given, nor entered into this contract in reliance on any arrangements, understandings, agreements, statements, representations or warranties other than those expressly set out in this agreement.
- Nothing in clauses 4 or 5 shall exclude liability in respect of misrepresentations made fraudulently.

#### **Executed under hand**

Signed by **[REDACTED]** for and on Behalf of Arcadis Consulting (UK) Ltd

**[REDACTED]**

Director

Signed by **[REDACTED]**

for and on behalf of DEFENCE INFRASTRUCTURE ORGANISATION,  
MINISTRY OF DEFENCE (the Client)

**[REDACTED]**

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Senior Commercial Officer

## **Professional Services Contract Contract Data**

## Part one – Data provided by the *Client*

**1 General** The *conditions of contract* are the core clauses and the clauses for the following main option, the option for resolving and avoiding disputes and the and secondary Options of the NEC4 Professional Services Contract June 2017 incorporating amendments January 2019 and October 2020.

Main Option A

Option for resolving and avoiding disputes W1

Secondary Options X2, X5, X18, X20, Y(UK)1, and Z.

The *service* is Ongoing Estate Management Plans for maintenance of MOD Estates on a call off basis.

The *Client* is Defence Infrastructure Organisation, Ministry of Defence

*Address for communications.*

Defence Infrastructure Organisation Head Office,  
DMS Whittington,  
Lichfield,  
Staffordshire,  
WS14 9PY

The *Service Manager* is **[REDACTED]**

*Address for communications:* **[REDACTED]**

*Address for electronic communications.*

Pre-Contract award via CCS e-sourcing only

Post award **[REDACTED]**

The *Scope* is in as per the Statement of Requirement and per the Framework Agreement.

The *language of the contract* is English.

The *law of the contract* is the law of England and Wales, and the Courts of the country selected above, shall have exclusive jurisdiction with regard to any dispute in connection with this Agreement and the Parties irrevocably agree to submit to the jurisdiction of those courts.

The *period for reply* is seven working days.

The *period for retention* is 6 years following Completion or earlier termination.

## 2 The Consultant 's main responsibil ities

The *key dates* and *conditions* to be met are as per the Statement of Requirement (SOR) and per NEC4 Core Clauses Section 2.

## 3 Time

The *starting date* is on award of contract, 6<sup>th</sup> of May 2025

The *Client* provides access to the following persons, places, and things as per the SOR and Tasking Order Form

## 4 Quality Manageme nt

The period between Completion of the whole of the *service* and the *defects date* is as per SOR.

## 5 Payment

The *currency of the contract* is the pound sterling (£).

The *interest rate* is, 3% per annum above the Bank of England base rate in force from time to time.

The period within which payments are made is one month.

**Invoices must be submitted via Exostar no later than 1 month after a milestone/deliverable has been met. Late invoicing may be rejected.**

## 8 Liability and insurance

The amounts of insurance and the periods for which the *Consultant* maintains insurance are

event	cover	Period
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The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	£5,000,000 in respect of each claim, without limit to the number of claims except for claims arising out of pollution or contamination (asbestos, fire (including without implying limitation; safety, combustibility and/or fire protection performance in/of buildings) and cladding where the minimum amount of cover applies in the aggregate in any one period of insurance and except for claims arising out of asbestos where a lower level may apply in the aggregate, as per clause 87 of the NEC 4 Core Clauses	from the <i>starting date</i> until 6 years following completion of the whole of the <i>service</i> or earlier termination
loss of or damage to property or death of or bodily injury to a person (not an employee of the <i>Consultant</i> ) arising from or in connection with the <i>Consultant</i> Providing the Service	As required under Framework Agreement and Clause 81 of NEC Core Clauses	from the <i>starting date</i> until all notified Defects have been corrected or earlier termination, as per clause 41 of NEC Core Clauses
death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	As required under Framework Agreement	from the <i>starting date</i> until all notified Defects have been corrected or earlier termination
<i>The Consultant's</i> total liability to the <i>Client</i> for all matters arising under or in connection with the contract, other than the excluded matters, is limited to £10,000,000 in the aggregate		

## Resolving and avoiding disputes



The *tribunal* is arbitration

**If the  
*tribunal* is  
arbitration**

The *arbitration procedure* is the London Court of International Arbitration Rules;

The place where arbitration is to be held is London

The person or organisation who will choose the arbitrator if the parties cannot agree a choice or if the *arbitration procedure* does not state who selects and arbitrator is: Institution of Civil Engineers

The *Adjudicator* is the person agreed by the Parties from the list of *Adjudicators* published by the Institution of Civil Engineers or nominated by the *Adjudicator nominating body* in the absence of agreement.

Address for communications.

Defence Infrastructure Organisation Head Office,

DMS Whittington,

Lichfield,

Staffordshire,

WS14 9PY

Address for electronic communications **[REDACTED]**

The Adjudicator nominating body is the Institution of Civil Engineers

*Address for electronic communications.*

- **[REDACTED]**

The *Adjudicator nominating body* is the *Institution of Civil Engineers*

**Option X2  
Changes  
in the law**

**If Option X2 is used**

*The law of the project* is the law of England and Wales.

**Option X5  
Sectional  
Completion**

**If Option X5 is used**

*The completion date* for each *section* of the *service* is as per the SOR and Tasking Order Form

**Option X18** If Option X18 is used  
**Limitation of liability**

The *Consultant's* liability to the *Client* for indirect or consequential loss is limited to £5,000,000 in the aggregate (example)

The *end of liability* date is 6 years after Completion of the whole of the *service*.

**Option X20** If Option X20 is used (but not if Option X12 is also used)  
**Key performance indicators** As Per KPI Document -

**Option Z** The *additional conditions of contract* are:

**Contract Data relating to Z clauses** *The Following Clauses apply.*

**Option Z2** Identified and defined terms

**Option Z4** Admittance to Client's Premises

**Option Z5** Prevention of fraud and bribery

**Option Z6** Equality and diversity

**Option Z7** Legislation and Official Secrets

**Option Z8** Conflict of interest

**Option Z9** Publicity and Branding

**Option Z10** Freedom of information

**Option Z13** Confidentiality and Information Sharing

**Option Z14** Security Requirements

**Option Z16** Tax Compliance

**Option Z22** Fair payment

- Option Z42** The Housing Grants, Construction and Regeneration Act 1996
- Option Z44** Intellectual Property Rights
- Option Z45** HMRC Requirements
- Option Z46** MoD DEFCON Requirements
- Option Z47** Small and Medium Sized Enterprises (SMEs)
- Option Z49** Change of Control
- Option Z50** Financial Standing
- Option Z52** Records, audit access and open book data
- Option Z100** Data Protection
- Option Z101** Cyber Essentials

**Other *Additional conditions of contract*** The following MOD DEFCONS apply:

<b>DEFCON No</b>	<b>Version</b>	<b>Description</b>
5J	<b>Edn 18/11/16</b>	Unique Identifiers
76	<b>Edn 06/21</b>	Contractors' Personnel at Government Establishments
501	<b>Edn 10/21</b>	Definitions and Interpretations
503	<b>Edn 06/22</b>	Formal Amendments to the Contract
513	<b>Edn 07/24</b>	Value Added Tax and Other Taxes
514	<b>Edn 08/15</b>	Material Breach
515	<b>Edn 06/21</b>	Bankruptcy and Insolvency
516	<b>Edn 04/12</b>	Equality
518	<b>Edn 02/17</b>	Transfer
520	<b>Edn 10/23</b>	Corrupt Gifts and Payments of Commission
522	<b>Edn 11/21</b>	Payment and Recovery of Sums Due
526	<b>Edn 08/02</b>	Notices
527	<b>Edn 09/97</b>	Waiver

529	<b>Edn 09/97</b>	Law (English)
530	<b>Edn 12/14</b>	Dispute Resolution (English Law)
531	<b>Edn 09/21</b>	Disclosure of Information
532A	<b>Edn 05/22</b>	Protection of Personal Data
534	<b>Edn 06/21</b>	Subcontracting and Prompt Payment
537	<b>Edn 12/21</b>	Rights of Third parties
538	<b>Edn 06/02</b>	Severability
539	<b>Edn 01/22</b>	Transparency
540	<b>Edn 02/14</b>	Child Labour and Employment Law
565	<b>Edn 12/24</b>	Supply Chain Resilience and Risk Awareness
566	<b>Edn 04/24</b>	Change of Control of Contractor
602B	<b>Edn 12/06</b>	Quality Assurance (without Quality Plan)
604	<b>Edn 06/14</b>	Progress Reports
625	<b>Edn 06/21</b>	Co-Operation on Expiry of Contract
632	<b>Edn 11/21</b>	Third Party Intellectual Property – Rights and Restrictions
642	<b>Edn 07/21</b>	Progress Meetings
647	<b>Edn 03/24</b>	Financial Management Information
656B	<b>Edn 08/16</b>	Termination for Convenience - £5M and Over
658	<b>Edn 10/22</b>	Cyber
659	<b>Edn 02/24</b>	Security Measures
660	<b>Edn 12/15</b>	Official-Sensitive Security Requirements
670	<b>Edn 02/17</b>	Tax Compliance
671	<b>Edn 10/22</b>	Plastic Packaging Tax-
703	<b>Edn 06/21</b>	Intellectual Property Rights – Vesting In the Authority

Where there is a discrepancy/contradiction between NEC terms and DEFCONS, the MOD DEFCONS will take precedence. MOD DEFCONS are available through <https://www.gov.uk/guidance/knowledge-in-defence-kid>

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## Part two – Data provided by the *Consultant*

**1 Statements given in all contracts** The *Consultant* is [Arcadis Consulting (UK) Ltd]

Address for communications

**[REDACTED]**

Address for electronic communications **[REDACTED]**

**[REDACTED]**

The following matters will be included in the Early Warning Register

[The supplier has the right to accept or reject the data and draft interim report prepared by the Client as part of the pre-supplier activity].

### **2 The *Consultant's* main responsibilities**

**If the *Consultant* is to provide the Scope**

The Scope provided by the *Consultant* is in **[REDACTED]**

### **3 Time**

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

The programme identified in the Contract Data is [Programme to be provide once pipeline of work is provided and quantum of work is known.]

**If the *Consultant* is to decide the completion date for the whole of the service**

The *completion date* for the whole of the *service* is [April 2027]

### **5 Payment**

**If the *Consultant* states any expenses**

The *expenses* stated by the *Consultant* are

• item	• amount
• [N/A included in Core EMP fees]	• [            ]

**If Option A or C is used**

The *activity schedule* is [N/A]

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The tendered total of the Prices is **[REDACTED]**

**Resolving and  
avoiding disputes**

The *Representatives* of the *Consultant* are  
**[REDACTED]**

*Address for communications* **[REDACTED]**

*Address for electronic communications* **[REDACTED]**

**[REDACTED]**

*Address for electronic communications* **[REDACTED]**

The *Senior Representatives* of the *Consultant* are  
**[REDACTED]**

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

The Information Execution Plan identified in the Contract Data is [N/A]

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

The *people rates* are:

Category of person	Unit	Rate
[See table below	[       ]	[       ]

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***[REDACTED]***

