
DEMAND MANAGEMENT AND RENEWABLES 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**

General note

Access to the NEC suite of contracts, including guidance and membership details can be found via the NEC Website: <https://www.neccontract.com/>

Additionally, Crown Commercial Service has worked together with NEC to provide discounted access to the suite of contracts. Further information can be found on the Demand Management and Renewables Webpage:

<https://www.crowncommercial.gov.uk/agreements/RM6314>

TABLE OF CONTENTS

1. Form of Agreement
2. Contract Data – Part one (Data provided by the *Client*)
3. Contract Data – Part two (Data provided by the *Consultant*)
4. Schedule 1 – SoR_FEP_WP5_6_Decetralised_Energy_Approach-Final
5. Schedule 2 - KPI - Decentralised Energy Catalogue and Approach - Final

Date 28th October 2024

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

Pick Everard

For the provision of

DECENTRALISED ENERGY CATALOGUE AND APPROACH

CCS reference: REDACTED

DIO reference: 712301450

THIS AGREEMENT is made the 28th day of October 2024.

PARTIES:

1. **DEFENCE INFRASTRUCTURE ORGANISATION, MINISTRY OF DEFENCE** acting as part of the Crown (the "**Client**"); and
2. **Pick Everard** which is an unincorporated partnership constituted in accordance with the laws of **UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND** (Company No. **N/A**, VAT No. **114 4985 65**) whose registered office address is at **Halford House, Charles Street, Leicester, LE1 1HA** (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 demand management and renewables for the benefit of public sector bodies.
- (B) The *Consultant* was appointed to the framework and executed the framework agreement (with reference number RM6314) which is dated 24th March 2023 (the "**Framework Agreement**"). In the Framework Agreement, the Consultant is identified as the "Supplier".
- (C) On the 27th August 2024 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* demand management and renewable energy requirements in accordance with the Call Off Procedure (as defined in the Framework Agreement).
- (D) On the 8th October 2024 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

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.

4. 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.
5. 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.
6. 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 Defence Infrastructure Organisation

REDACTED

SIGNATURE OF AUTHORISED SIGNATORY

Signed by **REDACTED** for and on behalf of Pick Everard

REDACTED

SIGNATURE OF AUTHORISED SIGNATORY

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, and Z2, Z4, Z5, Z6, Z7, Z8, Z9, Z10, Z13, Z14, Z16, Z22, Z44, Z46, Z47, Z49, Z50, Z51, Z52, Z100, Z101

The *service* is Decentralised Energy Catalogue and Approach

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

Address for communications **REDACTED**

Address for electronic communications **REDACTED**

The *Service Manager* is **REDACTED**

Address for communications **REDACTED**

Address for electronic communications **REDACTED**

The *Scope* is in SoR_FEP_WP5_6_Decetralised_Energy_Approach-Final

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 one week.

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

The following matters will be included in the Early Warning Register N/A.

Early warning meetings are held at intervals no longer than four weeks.

**2 The
Consultant's
main
responsibilities**

The *key dates* and *conditions* to be met are as per SoR_FEP_WP5_6_Decentralised_Energy_Approach-Final, Schedule 1.

3 Time

The starting date is 5th November 2024

The *Client* provides access to the following persons, places and things as per SoR_FEP_WP5_6_Decentralised_Energy_Approach-Final, Schedule 1.

**4 Quality
Management**

The period after the Contract Date within which the *Consultant* is to submit a quality policy statement and quality plan is NOT APPLICABLE

The period between Completion of the whole of the *service* and the *defects date* is as per SoR_FEP_WP5_6_Decentralised_Energy_Approach-Final, Schedule 1

5 Payment

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

The *assessment interval* is 4 working weeks.

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

**If the period in
which payments
are made is not
three weeks and
Y(UK)2 is not
used**

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.

**6 Compensation
events**

Compensation events shall follow the NEC4 process, including the use of Early Warning Notices being raised no later than 8 weeks after a potential issue has occurred or been identified.

**8 Liability and
insurance**

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

event	cover	Period
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 event, without limit to the number of events except for claims arising out of pollution or contamination, where the minimum amount of cover applies in the aggregate in any one period of insurance and except for claims arising out of asbestos or fire safety/cladding claims where a lower level may apply in the aggregate	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	from the <i>starting date</i> until all notified Defects have been corrected or earlier termination
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

The Consultant's total liability to the *Client* for all matters arising under or in connection with the contract, other than the excluded matters, is limited to £5,000,000 for each and every event.

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: Chartered Institute of Arbitrators

The *Adjudicator* is the person agreed by the Parties from the list of *Adjudicators* published by the Institution of Chartered Institute of Arbitrators or nominated by the *Adjudicator nominating body* in the absence of agreement

Address for communications

REDACTED

Address for electronic communications **REDACTED**

The *Adjudicator nominating body* is the *Chartered Institute of Arbitrators*

**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

<i>section</i>	<i>description</i>	<i>completion date</i>
1	Phase 1 and 2	10 th February 2025
2	Phase 3	30 th May 2025

**Option X18
Limitation of
liability**

If Option X18 is used

The *Consultant's* liability to the *Client* for indirect or consequential loss is limited to £5,000,000.

The *Consultant's* liability to the *Client* for Defects that are not found until after the *defects date* is limited to £5,000,000 for each and every claim

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

Option X20 Key performance indicators (not for use with Option X12)

If Option X20 is used

The Key Performance Indicator Shall be as per Schedule 2 - KPI - Decentralised Energy Catalogue and Approach – Final

1. Social Value KPI (to be agreed by both parties by 30 November 2024)
2. Contract Management Activities

A report of performance against each Key Performance Indicator is provided at intervals of 3 months.

The Key Performance Indicators shall be monitored by both by the DIO Project Manager and DIO Commercial.

Option Z The *additional conditions of contract* are:

Contract Data relating to Z clauses *The additional conditions of contract are as selected below and as detailed in the appended Standard Boilerplate Amendments.*

Option Z2 Identified and defined terms

applies

Option Z4 Admittance to Client's Premises

applies

Option Z5 Prevention of fraud and bribery

applies

Option Z6 Equality and diversity

applies

Option Z7 Legislation and Official Secrets

applies

Option Z8 Conflict of interest

applies

Option Z9 Publicity and Branding

applies

Option Z10 Freedom of information

applies

Option Z13 Confidentiality and Information Sharing

applies

Option Z14	Security Requirements
	applies
Option Z16	Tax Compliance
	applies
Option Z22	Fair payment
	applies
Option Z42	The Housing Grants, Construction and Regeneration Act 1996
	does not apply
Option Z44	Intellectual Property Rights
	applies
Option Z45	HMRC Requirements
	does not apply
Option Z46	MoD DEFCON Requirements
	applies
Option Z47	Small and Medium Sized Enterprises (SMEs)
	applies
	The percentage of the <i>Consultant's</i> Subcontractors required to be SMEs is 25 %
Option Z48	Apprenticeships
	does not apply
Option Z49	Change of Control
	applies
Option Z50	Financial Standing
	applies
Option Z51	Financial Distress
	applies
Option Z52	Records, audit access and open book data
	applies
Option Z100	Data Protection
	applies
Option Z101	Cyber Essentials

applies

**Other Additional
conditions of
contract**

DEFCON 5J (Edn 18/11/2016) - Unique Identifiers
DEFCON 76 (Edn 11/22) - Contractor's Personnel At Government Establishments
DEFCON 501 (Edn 10/21) - Definitions And
DEFCON 503 (Edn 06/22) - Formal Amendments To Contract
DEFCON 507 (Edn 07/21) - Delivery
DEFCON 513 (Edn 07/24) - Value Added Tax (VAT) and Other Taxes
DEFCON 514 (Edn 08/15) - Material Breach
DEFCON 515 (Edn 06/21) - Bankruptcy And Insolvency
DEFCON 516 (Edn 04/12) - Equality
DEFCON 518 (Edn 02/17) - Transfer
DEFCON 520 (Edn 10/23) - Corrupt Gifts And Payments Of Commission
DEFCON 522 (Edn 10/21) - Payment and Recovery of Sums Due
DEFCON 524 (Edn 12/21) - Rejection
DEFCON 525 (Edn 10/98) - Acceptance
DEFCON 526 (Edn 08/02) - Notices
DEFCON 527 (Edn 09/97) - Waiver
DEFCON 529 (Edn 09/97) - Law (English)
DEFCON 530 (Edn 12/14) - Dispute Resolution (English Law)
DEFCON 531 (Edn 09/21) - Disclosure Of Information
DEFCON 532A (Edn 05/22) - Protection Of Personal Data
DEFCON 534 (Edn 06/21) - Subcontracting and Prompt Payment
DEFCON 537 (Edn 12/21) - Rights Of Third Parties
DEFCON 538 (Edn 06/02) - Severability
DEFCON 539 (Edn 01/22) - Transparency
DEFCON 540 (Edn 05/23) - Conflicts of Interest
DEFCON 550 (Edn 02/14) - Child labor and Employment Law
DEFCON 566 (Edn 04/24) - Change Of Control Of Contractor
DEFCON 602B (Edn 12/06) - Quality Assurance (Without Deliverable Quality Plan)
DEFCON 604 (Edn 06/14) - Progress Reports
DEFCON 609 (Edn 07/21) - Contractor's Records
DEFCON 611 (Edn 12/22) - Issued Property
DEFCON 620 (Edn 06/22) - Contract Change Control Procedure
DEFCON 632 (Edn 11/21) - Third Party Intellectual Property - Rights and Restrictions
DEFCON 642 (Edn 07/21) - Progress Meetings
DEFCON 656A (Edn 08/16) - Termination for Convenience
DEFCON 658 (Edn 10/22) - Cyber
DEFCON 660 (Edn 12/15) - Official-Sensitive Security Requirements
DEFCON 703 (Edn 06/21) - Intellectual Property Rights - Vesting In The Authority

Where there is a discrepancy/contradiction between NEC terms and DEF-CONS, the MOD DEFCONS will take precedence.

MOD DEFCONS are available through
<https://www.gov.uk/guidance/knowledge-in-defence-kid>

Part two – Data provided by the *Consultant*

1 Statements given in all contracts

The *Consultant* is **Pick Everard**

Address for communications **REDACTED**

Address for electronic communications

REDACTED

The *key persons* are:

Name

REDACTED

Job

Director

Responsibilities

Provision of strategic net zero advice to the project team, to help identify the MoD sites and locations around the UK which could be suitable for improving energy resilience

Experience

25 years' experience

Name

REDACTED

Job

Director

Responsibilities

Provision of wider strategic advice to the project team (particularly regarding the circular economy and climate risk), in support of helping identify the MoD sites and locations around the UK which could be suitable for improving energy resilience.

Experience

24 years' experience

Name

REDACTED

Job

Consultant

REDACTED

Responsibilities

Support to the project team in orchestrating site information within an Excel environment, to allow the MoD to understand our advice on where future investment may be targeted, and to allow the MoD to take ownership of that particular catalogue of information.

Experience

3 years' experience

The following matters will be included in the Early Warning Register

None

2 The *Consultant's* main responsibilities

If the *Consultant* is to provide the Scope The Scope provided by the *Consultant* is in
SoR_FEP_WP5_6_Decetralised_Energy_Approach-Final

3 Time

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

REDACTED

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 as per
SoR_FEP_WP5_6_Decetralised_Energy_Approach-Final

5 Payment

If the *Consultant* states any expenses The expenses stated by the *Consultant* are Not Applicable

If Option A or C is used The activity schedule is
REDACTED
REDACTED
The tendered total of the Prices is £126,280.00 ex VAT (Firm Price)

Resolving and avoiding disputes The Representatives of the *Consultant* are
REDACTED
Address for communications REDACTED
Address for electronic communications
REDACTED
REDACTED
Address for communications REDACTED
Address for electronic communications
REDACTED

Option X10 Information modelling If Option X10 is used
Not applicable – digital engineering design not required

If an information execution plan is to be identified in the Contract Data The Information Execution Plan identified in the Contract Data is Not applicable

Option Y(UK)1 Project bank account If Option Y(UK)1 is used
NOT USED
[Include if used]

The project bank is []
named suppliers are []

**Data for the
Schedule of Cost
Components (used
only with Options A
and C)**

The ~~overhead percentages~~ for the cost of support people and office overhead are

location		overhead percentage
[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]

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

The *people rates* are:

Category of person	Unit	Rate
REDACTED		