

---

**Date: 18<sup>th</sup> April 2023**

**Contract Ref: CR\_2714**

**FORM OF AGREEMENT**

**Incorporating the NEC4 Professional Services Short Contract June 2017 incorporating amendments  
January 2019, October 2020 and January 2023**

**Between**

**The Secretary of State for International Trade<sup>1</sup>**

**And**

**Turner & Townsend Project Management Ltd**

**For the provision of**

**Initial Project and Procurement Advisory Services for the UK Pavilion at Expo 2025 Osaka**

**Discovery Phase**

---

<sup>1</sup> The contract is signed for the Secretary of State for International Trade, as the new office of Secretary of State for Business and Trade has yet to be constituted as a corporation sole. The rights and liabilities of the Secretary of State for International Trade, including those under this Contract, will in due course be transferred to the Secretary of State for Business and Trade by an Order in Council (secondary legislation) under section 2 of the Ministers of the Crown Act 1975.

---

**THIS AGREEMENT is made the 18<sup>th</sup> day of April 2023**

**PARTIES:**

1. **The Secretary of State for International Trade** whose offices are located at Old Admiralty Building, Admiralty Place, London, SW1A 2DY, acting as part of the Crown (the "**Client**")<sup>2</sup>; and
2. **Turner & Townsend Project Management Ltd** which is a company incorporated in and in accordance with the laws of England & Wales (Company No. 2165592 whose registered office address is at Low Hall, Calverley Lane, Horsforth, Leeds, LS18 4GH (the "**Consultant**").

**BACKGROUND**

- (A) The Minister for the Cabinet Office (the "**Cabinet Office**") as represented by the 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 RM6165 which is dated 01 October 2021 (the "**Framework Agreement**"). In the Framework Agreement, the Consultant is identified as the "Supplier".
- (C) The Consultant has agreed to Provide the Services in accordance with this agreement and pursuant to 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, the Scope and the Contract Schedules.
2. The Consultant will Provide the Service in accordance with the conditions of contract identified in the Contract Data, the Scope and the Contract Schedules.

This contract incorporates the conditions of contract in the form of the NEC4 Professional Services Short Contract June 2017 Edition incorporating amendments January 2019, October 2020 and January 2023, and incorporating the additional conditions specified in the Client's Contract Data, which form this contract together with the documents referred

---

<sup>2</sup> The contract is signed for the Secretary of State for International Trade, as the new office of Secretary of State for Business and Trade has yet to be constituted as a corporation sole. The rights and liabilities of the Secretary of State for International Trade, including those under this Contract, will in due course be transferred to the Secretary of State for Business and Trade by an Order in Council (secondary legislation) under section 2 of the Ministers of the Crown Act 1975.

---

to in it. References in the NEC4 Professional Services Short Contract June 2017 Edition incorporating amendments January 2019, October 2020 and January 2023 to "the contract" are references to this contract.

3. 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.
5. Nothing in clauses 4 or 5 shall exclude liability in respect of misrepresentations made fraudulently.
6. The Contract will be executed via DocuSign in counterparts.

---

**Executed via DocuSign**

*Client*

Signed by [REDACTED] for and on the behalf of the Secretary of State for International Trade

Director, Osaka Expo 2025, Department for Business & Trade

Date:

*Consultant*

Signed by [REDACTED] for and on the behalf of Turner & Townsend Project Management Ltd

Director

Date:

Signed by [REDACTED] for and on the behalf of Turner & Townsend Project Management Ltd

Date:

# Short Contract

A contract between

The Secretary of State for International Trade

and

Turner & Townsend Project Management Ltd

for

Initial Project and Procurement Advisory Services for the UK  
Pavilion at Expo 2025 Osaka – Discovery Phase

Contract Forms

Contract Data

The *Consultant's* Offer

Price List

Scope

**Notes about the contract are printed in boxes  
like this one. They are not part of the contract**

# Contract Data

## The *Client's* Contract Data

The *Client* is

Name	The Secretary of State for International Trade
Address for communications	Old Admiralty Building, Admiralty Place, London, SW1A 2DY
Address for electronic communications	
The service is	Project and procurement advisory services in relation to the UK Pavilion at Exbo Osaka 2025
The starting date is	11 <sup>th</sup> April 2023
The completion date is	30 <sup>th</sup> June 2023
The delay damages are	Not Applicable per day

The law of the contract is England & Wales

The period for reply is 3 working days  
The defects date is 52 weeks after Completion  
The assessment date is the first day of each month

The United Kingdom Housing Grants, Construction and Regeneration Act (1996) **does** apply (delete as applicable)

The *Adjudicator* is:

Name	To be selected by the <i>Adjudicator nominating body</i>
Address for communications	Not Applicable
Address for electronic communications	Not Applicable

# Contract Data

## The *Client's* Contract Data

The interest rate on late payments is  % per complete week of delay

Insert a rate only if a rate less than 0.5% per week of delay has been agreed.

The *Client* provides this insurance

Not Applicable

Only enter details here if the *Client* is to provide insurance.

The *Consultant* provides the following insurance cover

INSURANCE AGAINST	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OR EARLIER TERMINATION
Liability of the <i>Consultant</i> for claims made against it arising out of the <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the service.	£1,000,000 in respect of each claim, without limit to the number of claims	Six (6) years
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i> ) arising from or in connection with the <i>Consultant</i> Providing the Service	£2,000,000 in respect of each event, without limit to the number of events	Six (6) years
Liability for 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 the contract	£2,000,000 in respect of each event, without limit to the number of events	Six (6) years

The *Consultant's* total liability to the *Client* which arises under or in connection with the contract is limited to

The sum of  of the total charges paid to the *Consultant* under the Contract, which ever is greater

The *Adjudicator nominating body* is:

Institution of Civil Engineers

The *tribunal* is:

Arbitration

If the *tribunal* is arbitration, the arbitration procedure is

The Institution of Civil Engineers Arbitration Procedure





# Contract Data

## The *Client's* Contract Data

The *conditions of contract* are the NEC4 Professional Service Short Contract June 2017 incorporating amendments January 2019, October 2020 and January 2023 and the following additional conditions (see Schedule of Amendments):

Only enter details here if additional conditions are required

**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

---

See Schedule Z14

**Option Z16 Tax Compliance**

Applies

**Option Z22 Fair payment**

Applies

**Option Z26 Building Information Modelling**

Does not apply

**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**

Does not apply

**Option Z47 Small and Medium Sized Enterprises (SMEs)**

Does not apply

**Option Z48 Apprenticeships**

Does not apply

**Option Z49 Change of Control**

Applies

**Option Z50 Financial Standing**

Applies

---

**Option Z51 Financial Distress**

Applies

See Schedule Z51

**Option Z52 Records, audit access and open book data**

Applies

**Option Z100 Data Protection**

Applies

See Schedule Z100

**Option Z101 Cyber Essentials**

Applies

See Schedule Z101

**Other additional conditions:**

**Option Z102 – Travel & Subsistence**

The *Consultant* must comply with the *Client's* Travel & Subsistence Policy when booking any travel and accommodation in relation to providing the *Services* under the *Contract*. The policy can be found at Schedule Z102

**Amendments to existing terms**

Include the following new clauses:

11.2(9)A: The Offered Estimated Total of the Prices is the stated Price in the Price List not including any Price Contingency. This total is the estimate cost for the *Consultant* to deliver the *services*.

11.2(9)B: The Price Contingency is the value stated in the Price List as the contingency amount for travel and expenses and contingency. If the *Consultant* wishes these amounts to be expended, it must first notify the *Client*. The *Consultant* is required to give notice to the *Client* 2 weeks prior to the planned expenditure of these amounts. These amounts are not to be expended without first prior written consent of the *Client*.

Clause 30.1

At the end of clause 30.1, add the following:

"The *Client* can agree to extend the Completion Date, however, such extension shall have no effect on the Offered Estimated Total of the Prices, the Price Contingency or the Prices generally. The effect of the extension of the Completion Date is only to provide the *Consultant* with more time to deliver the *services* should this be required."

---

Clause 41.2

At the end of clause 41.2, before "." add the following

"for Defects that the *Consultant* is aware of not, but not notified by the *Client*. For Defects notified by the *Client*, the *Consultant* corrects Defects within 5 days of the notification given".

Include the following new clause:

50.2A: "The total cost liability the Client will have to pay the Consultant for the delivery of the Services is the sum of the Offered Estimated Total of the Prices and the Price Contingency, unless otherwise agreed by the Parties or subject to any compensation event increasing the Prices.

Clause 51.1 – in the first sentence, change the words "three weeks" to "four weeks"

Clause 62.3 – Delete clause entirely

Clause 81.1 – Add in a third bullet point as follows:

- "Claims and proceedings from others and compensation and costs payable to others which arise from or in connection with the *Consultant* Providing the Service".

Clause 82.3 – Delete clause entirely

Clause 90.6 – At the end of clause 90.6, before "." add the following

"provided the *Client* gives 30 days written notice to the *Consultant* before the termination is deemed effective."

# Contract Data

## The *Consultant's* Contract Data

The *Consultant* is

Name	Turner & Townsend Project Management Ltd
Address for communications	Low Hall, Calverley Lane, Horsforth, Leeds, West Yorkshire, LS18 4GH
Address for electronic communications	<div></div> <div></div> <div></div> <div></div> <div></div> <div></div>

The fee percentage is  %

The *people rates* are:

UK TEAM			
Category of Role	Unit	PM Rate (£) (excluding VAT)	CM Rate (£) (excluding VAT)
Executive Director	per day		
Senior Director	per day		
Director	per day		
Associate Director	per day		
Senior Professional	per day		
Professional	per day		
Senior Technician	per day		
Technician	per day		

Japan Team			
Category of Role	Unit	PM Rate (£) (excluding VAT)	CM Rate (£) (excluding VAT)
Senior Director	per day		
Director	per day		
Associate Director	per day		
Senior Professional	per day		
Professional	per day		
Senior Technician	per day		
Technician	per day		

If the work is to be carried out on a time charge basis the *Consultant* includes *people rates* for its own people as well as people provided by a subcontractor

The *key persons* are

---

Name	██████████
Job	<b>Senior Director (UK and Japan respectively)</b>
Responsibilities	Account Management, Contract Management, Coordination of delivery of the Services to achieve deliverables, in-market knowledge
Qualifications	As per Consultant Proposal
Experience	As per Consultant Proposal

Name	██████████
Job	<b>Executive Director</b>
Responsibilities	Senior team member integrating the teams from the UK and Japan and leading on delivery
Qualifications	As per Consultant Proposal
Experience	As per Consultant Proposal

# The *Consultant's* Offer

The *Consultant* offers to Provide the Service in accordance with these *conditions of contract* for an amount to be determined in accordance with these *conditions of contract*.

The Offered Estimated Total of  
the Prices is

--

# Price List

--

WORK PACKAGE 1 – DBO PROCUREMENT SUPPORT					
Deliverable 1.1 – Strategic Outline Programme					
ITEM NUMBER	DESCRIPTION	UNIT	EXPECTED QUANTITY	RATE	PRICE
1.1.1	UK Executive Director	Day	4		
1.1.2	Japan Senior Director	Day	2		
1.1.3	Japan Associate Director	Day	4		
1.1.4	UK Senior Director (CM)	Day	1		
1.1.5	UK Senior Technician (PM)	Day	5		
Sub-total for Deliverable 1.1 of Work Package 1:					
Deliverable 1.2 – Scope & Requirements Review					
1.2.1	UK Senior Director (PM)	Day	1		
1.2.2	UK Executive Director	Day	4		
1.2.3	Japan Senior Director	Day	2		
1.2.4	Japan Associate Director (CM)	Day	1		
1.2.5	UK Senior Director (CM)	Day	1		
1.2.6	UK Senior Technician (PM)	Day	3		
1.2.7	UK Senior Technician (CM)	Day	2		
1.2.8	Japan Associate Director (PM)	Day	2		
1.2.9	UK Senior Professional (PM)	Day	4		
Sub-total for Deliverable 1.2 of Work Package 1:					
Deliverable 1.3 – Procurement & Delivery Strategy					
1.3.1	UK Senior Director (PM)	Day	1		
1.3.2	UK Executive Director	Day	4		
1.3.3	UK Senior Director (CM)	Day	4		
1.3.4	UK Senior Technician (PM)	Day	5		
1.3.5	UK Senior Technician (CM)	Day	5		
1.3.6	Japan Associate Director (PM)	Day	3		
1.3.7	Japan Senior Director	Day	2		
Sub-total for Deliverable 1.3 of Work Package 1:					
Deliverable 1.4 – Detailed Programme					
1.4.1	UK Executive Director	Day	1		
1.4.2	Japan Associate Director (CM)	Day	5		



1.4.3	Japan Senior Director	Day	1		
1.4.4	UK Senior Technician (PM)	Day	4		
1.4.5	UK Senior Technician (CM)	Day	1		
Sub-total for Deliverable 1.4 of Work Package 1:					
<b>WORK PACKAGE 2 – ICDS SUPPLIER SUPPORT</b>					
Deliverable 2.1 – Preliminary Content & Design Review					
ITEM NUMBER	DESCRIPTION	UNIT	EXPECTED QUANTITY	RATE	PRICE
2.1.1	UK Executive Director	Day	6		
2.1.2	Japan Senior Director	Day	2		
2.1.3	UK Senior Director (CM)	Day	1		
2.1.4	UK Senior Technician (PM)	Day	6		
2.1.5	UK Senior Professional (PM)	Day	5		
Sub-total for Deliverable 2.1 of Work Package 2:					
Deliverable 2.2 – Prepare Design Gateway Pack 1 for DBO Procurement Bid Pack					
2.2.1	UK Executive Director	Day	4		
2.2.2	UK Senior Technician (PM)	Day	6		
2.2.3	UK Senior Professional (PM)	Day	4		
2.2.4	Japan Senior Professional	Day	2		
2.2.5	UK Senior Technician (CM)	Day	2		
Sub-total for Deliverable 2.2 of Work Package 2:					
Deliverable 2.3 – Prepare Design Gateway Pack 2 for DBO Supplier Onboarding Post Award					
2.3.1	UK Executive Director	Day	4		
2.3.2	UK Senior Technician (PM)	Day	4		
2.3.3	UK Senior Professional (PM)	Day	4		
2.3.4	Japan Senior Professional	Day	4		
2.3.5	UK Senior Technician (CM)	Day	4		
2.3.6	Japan Associate Director (PM)	Day	4		
2.3.7	UK Senior Director (CM)	Day	2		
2.3.8	Japan Senior Director	Day	1		
Sub-total for Deliverable 2.3 of Work Package 2:					
<b>WORK PACKAGE 3 – FUTURE PMCC SERVICES SCOPING</b>					
Deliverable 3.1 – Scope of Future PMCC Services					
ITEM NUMBER	DESCRIPTION	UNIT	EXPECTED QUANTITY	RATE	PRICE
3.1.1	UK Senior Director (PM)	Day	1		

3.1.2	UK Executive Director	Day	1		
3.1.3	Japan Senior Director	Day	1		
3.1.4	Japan Associate Director (PM)	Day	1		
3.1.5	Japan Senior Professional	Day	2		
3.1.6	Japan Associate Director (CM)	Day	1		
Sub-total for Deliverable 3.1 of Work Package 3:					
Deliverable 3.2 – Cost Approach					
3.2.1	UK Senior Director (PM)	Day	2		
3.2.2	Japan Senior Director	Day	1		
3.2.3	UK Senior Technician (CM)	Day	1		
Sub-total for Deliverable 3.2 of Work Package 3:					
The total of the Prices (£) (excluding VAT):					
PRICE CONTINGENCY					
1	Travel & Expenses	Call-off	1		
2	Contingency	Call-off	1		
TOTAL EXPENSES & CONTINGENCY (£) (EXCLUDING VAT)					

Total Contract (£):  
150,000 excl. VAT

The method and rules used to compile the Price List are

Schedule of Rates

# Scope

## 1. Purpose of the Service

Provide a brief summary of why the service is being commissioned and what it will be used for.

The Consultant is being commissioned to provide initial project advisory services in respect of the UK Pavilion at Expo 2025 Osaka. These services include project advice relating to project management, cost control and consultancy services, as well as advices on the feasibility of the project, advices on procurement and integration between the UK and Japan teams.

The Client has recently procured International Content Design Services (ICDS) from a creative agency to provide concepts and visitor experience ideas for the UK Pavilion which they will now develop over the next few months. The next stage of the Client's programme is to progress the creative agency's concepts and prepare to procure the contract that will provide the design, build, and operate (Hard FM) services for the UK Pavilion. The client will then run this procurement and award a supplier that will look to design and build the pavilion, maintain it during live-running, and then decommission it at the end of Expo.

In preparation for the procurement of the design, build and operate supplier, the Client requires the services of the Consultant to (1) support progressing the concepts of the creative supplier, (2) support preparation and planning for the procurement of the design, build and operate supplier, and (3) scope out the ongoing PMCC services required once that supplier is procured and onboarded.

It is the intention of the Client that a consultant will be appointed to provide full Project Management and Cost Control/Consultancy services in respect of the UK Pavilion at Expo 2025 project. If the Consultant is appointed under that contract, the Consultant hereby agrees that all services carried out under this Contract shall be subsumed into the new contract, and all the existing terms and conditions under this Contract will be wholly replaced by the terms of the new contract.

## 2. Description of the service

Give a complete and precise description of what the *Consultant* is required to do.

The Consultant is required to deliver the following outputs, against the specific deliverables contained within each of the three (3) work packages under this contract (all timescales are from the point of the *starting date* unless otherwise stated):

WORK PACKAGE 1: DBO PROCUREMENT SUPPORT			
No.	Deliverable	Output(s)	Timescale
1.1	Strategic Outline Programme	• Programme Schedule / Report	3 weeks
1.2	Scope & Requirements Review	• Report on Achievability, (including recommendations, key risks, budget suitability)	2-3 weeks
1.3	Procurement & Delivery Strategy	• Procurement Strategy	6 weeks



		Report (including packages, market conditions, constraints, local restrictions)	
1.4	Detailed Programme	<ul style="list-style-type: none"> <li>Revised Programme Schedule / Report (Including fully logic-linked, key dependencies, DIT Gateways)</li> </ul>	8 weeks
<b>WORK PACKAGE 2: ICDS SUPPLIER SUPPORT</b>			
<b>No.</b>	<b>Deliverable</b>	<b>Outputs</b>	<b>Timescale</b>
2.1	Preliminary Content & Design Review	<ul style="list-style-type: none"> <li>Report / Advice</li> <li>Next Steps for ICDS Supplier</li> </ul>	2-3 Weeks
2.2	Prepare Design Gateway Pack 1 for DBO Procurement Bid Pack	<ul style="list-style-type: none"> <li>Coordinate delivery of a pack of design information.</li> <li>Covering Report for Tenderers.</li> </ul>	+2 weeks from 2.1
2.3	Prepare Design Gateway Pack 2 for DBO Supplier Onboarding Post Award	<ul style="list-style-type: none"> <li>Coordinate updated pack of design information.</li> <li>Updated covering report for DBO Supplier.</li> </ul>	TBC between Client and Consultant
<b>WORK PACKAGE 3: FUTURE PMCC SERVICES SCOPING</b>			
<b>No.</b>	<b>Deliverable</b>	<b>Outputs</b>	<b>Timescale</b>
3.1	Scope of Future PMCC Service	<ul style="list-style-type: none"> <li>PMCC Service Scope</li> <li>Activity Schedule</li> <li>PSC Programme</li> <li>Draft Task Order</li> </ul>	4 weeks (check-in at 2 weeks)
3.2	Cost Approach	<ul style="list-style-type: none"> <li>Costed Proposal</li> <li>Plan based around NEC4 PSC Pricing Models Options A or C</li> </ul>	+2 weeks from completion of 3.1

# Scope

## 3. Existing information

List existing information which is relevant to the *service*. This can include documents which the *Consultant* is to further develop

- Market Engagement Summary Findings
- Current DBO Procurement Options and Proposed Strategy
- ICDS Supplier's creative ideas, concepts, proposed experience and design
- Project budget information

## 4. Specifications and standards

List the specifications and standards that apply to the contract.

The consultant must ensure all proposals align with:

- The Law of England and Wales
- Public Contracts Regulations (PCR) 2015
- UK Public Procurement Policy (PPNs)
- Expo guidelines/rules
- Japanese Law and Construction Regulatory Requirements
- Japanese material standards
- Any other applicable legislation, regulation, appropriate standards that do, or may apply to the construction of a pavilion at Expo 2025 Osaka

## 5. Constraints on how the *Consultant* provides the Service

State any constraints on sequence and timing of work and on method and conduct of work including the requirements for any work by the *Client*.

The services of the contract must be completed in the timescales required to allow the Client to procure a design, build, and operate contract by Summer 2023 to allow sufficient time for completion of concept design and the ordering of materials. The ordering of materials is imperative to allow for the long lead times faced in the market, and then time for construction, fit out and testing ahead of 13<sup>th</sup> April 2025 when Expo 2025 opens.

It is imperative that in all outputs the Consultant delivers, it delivers advice and suggestions that are based on the timescales within which the Client is operating.

The Consultant will need to comply with the deliverable sign-off process and any established project governance stated at contract award.

The Consultant must comply with and coordinate its services with any other third party supplier procured by the Client as part of the project.

The *people rates* and Prices within the Price List are the fixed rates for the duration of the contract. These amounts are not subject to inflation or risks associated with conversion rates.

## 6. Requirements for the programme

State whether a programme is required and, if it is, what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated

A programme is required to be submitted within 2 weeks of the Client's Acceptance showing as a minimum:

1. The start and finish dates of the services
2. The dates for proposed workshops/meetings to support delivery of the deliverables
3. The dates for submitting any reports/documents/reports/outputs

*(NOTE: reference to programme here pertains to a programme for the delivery of the outputs of this contract and must not be confused with Deliverables 1.1 and 1.4 as stated in Section 2 of the "Scope" section of the Contract which requires a programme in respect of the DBO Procurement).*

# Scope

## 7. Information and other things provided by the *Client*

Describe what information and other things the *Client* is to provide and by when. Information is that which is not currently available, but will become available during the contract. Other things could include access to a person, place (such as office space or a site) or the *Client's* information technology systems.

ITEM	DATE BY WHICH IT WILL BE PROVIDED
Market Engagement Summary Findings Report	Following contract award
DBO Procurement Options Assessment	Following contract award
ICDS Supplier's Tender (except pricing)	Following contract award
Project governance structure	Following contract award
Single Point of Contact (SPoC)	Contract Kick-off Meeting
Stakeholder group key contacts	Contract Kick-Off Meeting
Other items of information or access to people or places will be agreed between Client and Consultant at the first kick-off meeting	



## SCHEDULE OF AMENDMENTS TO NEC4 PROFESSIONAL SERVICES SHORT CONTRACT

### OPTION Z2 - IDENTIFIED AND DEFINED TERMS

Insert new clause 11.3 additional defined terms.

11.3 (1) Auditor is:

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

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

11.3 (3) Client Confidential Information is all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and contractors of the *Client*, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential.

11.3 (4) Client Data is the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and

- which are supplied to the *Consultant* by or on behalf of the *Client*,
- which the *Consultant* is required to generate, process, store or transmit pursuant to this contract or
- which are any Personal Data for which the *Client* is the Data Controller to the extent that such Personal Data is held or processed by the *Consultant*.

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

11.3 (6) Commercially Sensitive Information is the information agreed between the Parties (if any) comprising the information of a commercially sensitive nature relating to the *Consultant*,

the charges for the service, its IPR or its business or which the *Consultant* has indicated to the *Client* that, if disclosed by the *Client*, would cause the *Consultant* significant commercial disadvantage or material financial loss.

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

11.3 (8) Contracting Body is any Contracting Body as defined in Regulation 5(2) of the Public Contracts (Works, Service and Supply) (Amendment) Regulations 2000 other than the Client.

11.3 (9) Consultant's Confidential Information is any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and consultants of the *Consultant*, including IPRs, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential, including the Commercially Sensitive Information.

11.3 (10) Crown Body is any department, office or agency of the Crown.

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

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

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

11.3 (14) DOTAS is the Disclosure of Tax avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992.

11.3 (15) Environmental Information Regulations is the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner in relation to such regulations.

11.3 (16) FOIA is the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation.

### 11.3 (17) General Anti-Abuse Rule is

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

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

### 11.3 (19) Intellectual Property Rights or "IPRs" is

- copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information,
- applications for registration, and the right to apply for registration, for any of the rights listed in the first bullet point that are capable of being registered in any country or jurisdiction,
- all other rights having equivalent or similar effect in any country or jurisdiction and
- all or any goodwill relating or attached thereto.

11.3 (220) Law is any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the *Consultant* is bound to comply under the *law of the contract*.

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

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

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

11.3 (22) Personal Data has the meaning given to it in the Data Protection Legislation.

11.3 (23) Prohibited Act is

- to directly or indirectly offer, promise or give any person working for or engaged by the *Client* or other Contracting Body or any other public body a financial or other advantage to
  - induce that person to perform improperly a relevant function or activity or
  - reward that person for improper performance of a relevant function or activity,
- to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this contract,
- committing any offence
  - under the Bribery Act 2010 (or any legislation repealed or revoked by such Act),
  - under legislation or common law concerning fraudulent acts or
  - defrauding, attempting to defraud or conspiring to defraud the *Client* or
- any activity, practice or conduct which would constitute one of the offences listed above if such activity, practice or conduct had been carried out in the UK.

11.3 (24) Request for Information is a request for information or an apparent request under the Code of Practice on Access to government Information, FOIA or the Environmental Information Regulations.

11.3 (25) Relevant Requirements are all applicable Laws relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

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

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

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

## OPTION Z 4 - ADMITTANCE TO CLIENT'S PREMISES

Insert new clause 18:

18.1 The *Consultant* submits to the *Client* details of people who are to be employed by it and its subcontractors in Providing the Service. The details include a list of names and addresses, the capabilities in which they are employed, and other information required by the *Client*.

18.2 The *Client* may instruct the *Consultant* to take measures to prevent unauthorised persons being admitted to the Client's Premises.

18.3 Employees of the *Consultant* and its subcontractors are to carry a *Client's* pass and comply with all conduct requirements from the *Client* whilst they are on the parts of the Client's Premises identified in the Scope.

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

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

18.6 The *Consultant* takes the measures needed to prevent its and its subcontractors' people taking, publishing or otherwise circulating such photographs.

## OPTION Z5 - PREVENTION OF FRAUD AND BRIBERY

Insert new clauses:

17.4.1 The *Consultant* represents and warrants that neither it, nor to the best of its knowledge any of its people, have at any time prior to the date of this contract

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

17.4.2 During the carrying out of the service the *Consultant* does not

- commit a Prohibited Act and

- do or suffer anything to be done which would cause the *Client* or any of the *Client's* employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
- 17.4.3 In Providing the Service the *Consultant*
  - establishes, maintains and enforces, and requires that its subcontractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act,
  - keeps appropriate records of its compliance with this contract and make such records available to the *Client* on request and
  - provides and maintains and where appropriate enforces an anti-bribery policy (which shall be disclosed to the *Client* on request) to prevent it and any *Consultant's* people or any person acting on the *Consultant's* behalf from committing a Prohibited Act.
- 17.4.4 The *Consultant* immediately notifies the *Client* in writing if it becomes aware of any breach of clause 17.4.1, or has reason to believe that it has or any of its people or subcontractors have
  - been subject to an investigation or prosecution which relates to an alleged Prohibited Act,
  - been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act or
  - received a request or demand for any undue financial or other advantage of any kind in
  - connection with the performance of this contract or otherwise suspects that any person or party directly or indirectly connected with this contract has committed or attempted to commit a Prohibited Act.
- 17.4.5 If the *Consultant* makes a notification to the *Client* pursuant to clause 17.4.4, the *Consultant* responds promptly to the *Client's* enquiries, co-operates with any investigation, and allows the *Client* to audit any books, records and/or any other relevant documentation in accordance with this contract.
- 17.4.6 If the *Consultant* breaches clause 17.4.3, the *Client* may by notice require the *Consultant* to remove from carrying out the service any person whose acts or omissions have caused the *Consultant's* breach.

## Option Z6 - Equality and diversity

Insert new clauses:

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

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

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

## OPTION Z7 - LEGISLATION AND OFFICIAL SECRETS

Insert new clauses:

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

- 20.5 The Official Secrets Acts 1911 to 1989, section 182 of the Finance Act 1989 and, where appropriate, the provisions of section 11 of the Atomic Energy Act 1946 apply to this contract.
- 20.6 The *Consultant* notifies its employees and subcontractors of their duties under these Acts.
- 

## OPTION Z8 – CONFLICTS OF INTEREST

Insert new clauses:

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

26.2. The *Consultant* promptly notifies and provides full particulars to the *Client* if such conflict referred to in clause 26.1 arises or may reasonably be foreseen as arising.

26.3. The *Client* may terminate the *Consultant's* obligation to Provide the *Service* immediately under reason R2 and/or to take such other steps the *Client* deems necessary where, in the reasonable opinion of the *Client*, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the *Consultant* and the duties owed to the *Client* under this contract.

## OPTION Z9 – PUBLICITY AND BRANDING

INSERT NEW CLAUSES:



27.1 The *Consultant* does not

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

without approval of the *Client*.

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

## OPTION Z10 - FREEDOM OF INFORMATION

Insert new clauses:

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

22.2 The *Consultant*

- transfers to the *Client* 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 *Client* with a copy of all information in its possession, or power in the form that the *Client* requires within five working days (or such other period as the *Client* may specify) of the *Client's* request,
  - provides all necessary assistance as reasonably requested by the *Client* 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.
- 22.3 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.
  - 22.4 The *Consultant* does not respond directly to a Request for Information unless authorised to do so by the *Client*.
  - 22.5 The *Consultant* acknowledges that the *Client* may, acting in accordance with Cabinet Office Freedom of Information Code of Practice, be obliged to disclose information without



consulting or obtaining consent from the *Consultant* or despite the *Consultant* having expressed negative views when consulted.

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

## OPTION Z13 - CONFIDENTIALITY AND INFORMATION SHARING

Insert a new clause

- 23.1 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.

23.2 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.
- 23.3 The *Consultant* may only disclose the Client Confidential Information to the people who are directly involved in Providing the Service and who need to know the information, and shall ensure that such people are aware of and shall comply with these obligations as to confidentiality. The *Consultant* shall not, and shall procure that the *Consultant's* people

do not, use any of the Client Confidential Information received otherwise than for the purposes of this contract.

- 23.4 The *Consultant* may only disclose the Client Confidential Information to *Consultant's* people who need to know the information, and shall ensure that such people are aware of, acknowledge the importance of, and comply with these obligations as to confidentiality. In the event that any default, act or omission of any *Consultant's* people causes or contributes (or could cause or contribute) to the *Consultant* breaching its obligations as to confidentiality under or in connection with this contract, the *Consultant* shall take such action as may be appropriate in the circumstances, including the use of disciplinary procedures in serious cases. To the fullest extent permitted by its own obligations of confidentiality to any *Consultant's* people, the *Consultant* shall provide such evidence to the *Client* as the *Client* may reasonably require (though not so as to risk compromising or prejudicing the case) to demonstrate that the *Consultant* is taking appropriate steps to comply with this clause, including copies of any written communications to and/or from *Consultant's* people, and any minutes of meetings and any other records which provide an audit trail of any discussions or exchanges with *Consultant's* people in connection with obligations as to confidentiality.
- 23.5 At the written request of the *Client*, the *Consultant* shall procure that those members of the *Consultant's* people identified in the *Client's* request signs a confidentiality undertaking prior to commencing any work in accordance with this contract.
- 23.6 Nothing in this contract shall prevent the *Client* from disclosing the *Consultant's* Confidential Information
  - to any Crown Body or any other Contracting Bodies. All Crown Bodies or Contracting Bodies receiving such Confidential Information shall be entitled to further disclose the *Consultant's* Confidential Information to other Crown Bodies or other Contracting Bodies on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Body,
  - to a professional adviser, contractor, consultant, supplier or other person engaged by the *Client* or any Crown Body (including any benchmarking organisation) for any purpose connected with this contract, or any person conducting an Office of Government Commerce Gateway Review,
  - for the purpose of the examination and certification of the *Client's* accounts,
  - for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the *Client* has used its resources,
  - for the purpose of the exercise of its rights under this contract or
  - to a proposed successor body of the *Client* in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this contract,

and for the purposes of the foregoing, disclosure of the *Consultant's* Confidential Information shall be on a confidential basis and subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the *Client* under this clause 23.6.

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

23.8 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.

23.9 The *Client* may disclose the Consultant Confidential Information

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

## OPTION Z14 - SECURITY REQUIREMENTS

The *Consultant* complies with, and procures the compliance of the *Consultant's* people, with the Security Policy and the Security Management Plan produced by the *Consultant* and the *Consultant* shall ensure that the Security Management Plan fully complies with the Security Policy and Contract Schedule at Schedule Z14.

## OPTION Z16 - TAX COMPLIANCE

Insert new clauses:

- 24.1 The *Consultant* represents and warrants that at the date of this contract, 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.
- 24.2 If, at any point prior to the *defects date*, an Occasion of Tax Non-Compliance occurs, the *Consultant* shall
  - notify the *Client* in writing of such fact within 5 days of its occurrence and
  - promptly provide to the *Client*
    - details of the steps which the *Consultant* is taking to address the Occasions of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant and
    - such other information in relation to the Occasion of Tax Non-Compliance as the *Client* may reasonably require.

## OPTION Z22 - FAIR PAYMENT

Insert a new clause:

53.1 The *Consultant* assesses the amount due to a subcontractor without taking into account the amount certified by the *Client*.

53.2 The *Consultant* includes in the contract with each subcontractor

- a period for payment of the amount due to the subcontractor not greater than 5 days after the final date for payment in this contract. The amount due includes, but is not limited to, payment for work which the subcontractor has completed from the previous assessment date up to the current assessment date in this contract,
- a provision requiring the subcontractor to include in each subsubcontract the same requirement (including this requirement to flow down, except that the period for payment is to be not greater than 9 days after the final date for payment in this contract and
- a provision requiring the subcontractor to assess the amount due to a subsubcontractor without taking into account the amount paid by the *Consultant*.

## OPTION Z44 - INTELLECTUAL PROPERTY RIGHTS

Delete clause 70 and insert the following clause

In this clause 70 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 *Consultant* in relation to this contract.

70.1 The Intellectual Property Rights in all Documents prepared by or on behalf of the *Consultant* in relation to this contract and the work executed from them remains the property of the *Consultant*. The *Consultant* 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 *service*. Such licence entitles the *Client* to grant sub-licences to third parties in the same terms as this licence provided always that the *Consultant* 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 *Consultant*.

70.2 The *Client* may assign novate or otherwise transfer its rights and obligations under the licence granted pursuant to clause 70.1 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*.

70.3 In the event that the *Consultant* does not own the copyright or any Intellectual Property Rights in any Document the *Consultant* 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 *Consultant* is unable to procure the right to grant to the *Client* in accordance with the foregoing the *Consultant* procures that the third party grants a direct licence to the *Client* on industry acceptable terms.

70.4 The *Consultant* 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*.

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

70.6 The *Consultant* 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.

70.7 The *Consultant* supplies copies of the Documents to the *Client* 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 service.

70.8 After the termination or conclusion of the *Consultant's* employment hereunder, the *Consultant* supplies the *Client* with copies and/or computer discs of such of the Documents as the *Client* may from time to time request and the *Client* pays the *Consultant's* reasonable costs for producing such copies or discs.

70.9 In carrying out the *service* the *Consultant* does not infringe any Intellectual Property Rights of any third party. The *Consultant* 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.

## OPTION Z49 – CHANGE OF CONTROL

Insert new clauses:

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

90.7 The *Client* may terminate the *Consultant's* obligation to Provide the Service (which shall take effect as termination under reason R2) within six months from

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

## OPTION Z50 – FINANCIAL STANDING

90.8 The *Client* may terminate the *Consultant's* obligation to Provide the Service (which shall take effect as termination under reason R2) where in the reasonable opinion of the *Client* there is a material detrimental change in the financial standing and/or the credit rating of the *Consultant* which:

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

## OPTION Z51 – FINANCIAL DISTRESS

The *Consultant* complies with the provisions of Schedule Z51 (Financial Distress) in relation to the assessment of the financial standing of the *Consultant* and the consequences of a change to that financial standing.

## OPTION Z52 – RECORDS, AUDIT ACCESS AND OPEN BOOK DATA

Insert new clauses:

28.1 The *Consultant* keeps and maintains for the period of the *Consultant's* liability under this contract full and accurate records and accounts of the operation of this contract including the service provided under it, any subcontracts and the amounts paid by the *Client*.

28.2 The *Consultant*

- keeps the records and accounts referred to in clause 28.1 in accordance with Law
- affords any Auditor access to the records and accounts referred to in clause 28.1 at the *Consultant's* premises and/or provides records and accounts (including copies of the *Consultant's* published accounts) or copies of the same, as may be required by any Auditor from time to time during the *Consultant* Providing the Service and the liability period under the contract in order that the Auditor may carry out an inspection to assess compliance by the *Consultant* and/or its subcontractors of any of the *Consultant's* obligations under this contract including in order to:
  - verify the accuracy of any amounts payable by the *Client* under this contract (and proposed or actual variations to them in accordance with this contract)
  - verify the costs of the *Consultant* (including the costs of all subcontractors and any third party suppliers) in connection with Providing the Service
  - identify or investigate an actual or suspected Prohibited Act, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the *Client* has no obligation to inform the *Consultant* of the purpose or objective of its investigations



- obtain such information as is necessary to fulfil the *Client's* obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General
- enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the *Client* has used its resources
- subject to the *Consultant's* rights in respect of Consultant's Confidential Information, the *Consultant* provides the Auditor on demand with all reasonable co-operation and assistance in respect of
  - all reasonable information requested by the *Client* within the scope of the audit
  - reasonable access to sites controlled by the *Consultant* and to any *Consultant's* equipment used to Provide the Service
  - access to the *Consultant's* personnel.

28.3 The Parties bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 28, unless the audit reveals a default by the *Consultant* in which case the *Consultant* reimburses the *Client* for the *Client's* reasonable costs incurred in relation to the audit.

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

#### **OPTION Z100 – GDPR**

Insert new clause Z100 as follows:

The *Client* and the *Consultant* shall comply with the provisions of schedule Z100.

#### **OPTION Z101 – CYBER ESSENTIALS**

Insert new clause Z101 as follows:

The *Client* and the *Consultant* shall comply with the provisions of schedule Z101.

#### **OPTION Z102 – TRAVEL & SUBSISTENCE**

Insert new clause Z102 as follows:

The *Consultant* shall comply with the provisions of schedule Z102..

## SCHEDULE Z51 – FINANCIAL DISTRESS

### 1. Definitions

1.1. In this Schedule Z51 the following definitions apply:

"Credit Rating Threshold" means the minimum credit rating level for the *Consultant* as set out in Annex 1

"Financial Distress Event" means the occurrence or one or more of the events listed in this Schedule Z51.

"Financial Distress Service Continuity Plan" means a plan setting out how the *Consultant* will ensure the continued performance in accordance with this contract in the event that a Financial Distress Event occurs;

"Rating Agency" means the rating agency means Dun & Bradstreet.

### 2. Credit rating and duty to notify

2.1. The *Consultant* warrants and represents to the *Client* for the benefit of the *Client* that as at the date of the contract the long-term credit ratings issued for the *Consultant* by the Rating Agency.

2.2. The *Consultant* promptly notifies (or procures that its auditors promptly notify) the *Client* if there is any significant downgrade in the credit rating issued by any Rating Agency for the *Consultant* (and in any event within seven days from the occurrence of the downgrade).

2.3. If there is any downgrade credit rating issued by any Rating Agency for the *Consultant*, the *Consultant* ensures that the *Consultant's* auditors thereafter provide the *Client* within 14 days of a written request by the *Client* with written calculations of the quick ratio for the *Consultant* at such date as may be requested by the *Client*. For these purposes the "quick ratio" on any date means:  
Where

A. is the value at the relevant date of all cash in hand and at the bank of the *Consultant*

B. is the value of all marketable securities held by the *Consultant* determined using closing prices on the working day preceding the relevant date

C. is the value at the relevant date of all account receivables of the *Consultant* and

D. is the value at the relevant date of the current liabilities of the *Consultant*.

2.4. The *Consultant*:

- regularly monitors the credit ratings of the *Consultant* with the Rating Agencies and
- promptly notifies (or shall procure that its auditors promptly notify) the *Client* following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could



cause a Financial Distress Event and in any event, shall ensure that such notification is made within 14 days of the date on which the *Consultant* first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.

2.5. For the purposes of determining whether a Financial Distress Event has occurred pursuant to the provisions of paragraph, the credit rating of the *Consultant* shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the *Consultant* at or below the applicable Credit Rating Threshold.

### 3. Consequences of a financial distress event

3.1. In the event of:

3.1.1. the credit rating of the *Consultant* dropping below the applicable Credit Rating Threshold;

3.1.2. the *Consultant* issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;

3.1.3. there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the *Consultant*;

3.1.4. the *Consultant* committing a material breach of covenant to its lenders;

3.1.5. a subcontractor notifying the *Client* that the *Consultant* has not satisfied any sums properly due for a material specified invoice or sequences of invoices that are not subject to a genuine dispute;

3.1.6. any of the following:

- commencement of any litigation against the *Consultant* with respect to financial indebtedness or obligations under this contract;
- non-payment by the *Consultant* of any financial indebtedness; any financial indebtedness of the *Consultant* becoming due as a result of an event of default
- the cancellation or suspension of any financial indebtedness in respect of the *Consultant* in each case which the *Client* reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance of the *Consultant* in accordance with this contract

then, immediately upon notification of the Financial Distress Event (or if the *Client* becomes aware of the Financial Distress Event without notification and brings the event to the attention of the *Consultant*), the *Consultant* shall have the obligations and the *Client* shall have the rights and remedies as set out in paragraphs 3.2 – 3.6.

3.2. The *Consultant*.

3.2.1 at the request of the *Client* meets the *Client* as soon as reasonably practicable (and in any event within three working days of the initial notification (or awareness) of the Financial Distress Event or such other period as the *Client* may permit and notify to the *Consultant* in writing) to review the effect of the Financial Distress Event on its continued performance in accordance with this contract and

3.2.2. where the *Client* reasonably believes (taking into account any discussions and representations under paragraph 3.2.1) that the Financial Distress Event could impact on the *Consultant's* continued performance in accordance with this Contract:

- submits to the *Client* for approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within 14 days from the initial notification (or awareness) of the Financial Distress Event or such other period as the *Client* may permit and notify to the *Consultant* in writing)
- provides such financial information relating to the *Consultant* as the *Client* may reasonably require.

3.3. The *Client* does not withhold approval of a draft Financial Distress Service Continuity Plan unreasonably. If the *Client* does not approve the draft Financial Distress Service Continuity Plan, the *Client* informs the *Consultant* of the reasons and the *Consultant* takes those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which the *Consultant* resubmits to the *Client* within seven days of the rejection of the first or subsequent (as the case may be) drafts. This process is repeated until the Financial Distress Service Continuity Plan is approved by the *Client* or referred to the dispute resolution procedure.

3.4. If the *Client* considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, the *Client* may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the dispute resolution procedure.

3.5. Following approval of the Financial Distress Service Continuity Plan by the *Client*, the *Consultant*

- reviews on a regular basis (which shall not be less than monthly) the Financial Distress Service Continuity Plan and assesses whether it remains adequate and up to date to ensure the continued performance in accordance with this Contract
- where the Financial Distress Service Continuity Plan is not adequate or up to date in, submits an updated Financial Distress Service Continuity Plan to the *Client* and the *Service Manager* for approval, and the provisions of shall apply to the review and approval process for the updated Financial Distress Service Continuity Plan and
- complies with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).

3.6. Where the *Consultant* reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, the *Consultant* notifies the *Client* and subject to the agreement of the *Client*, the *Consultant* is relieved of its obligations under paragraph 3.

#### 4. Termination rights

4.1. The *Client* may terminate the *Consultant's* obligation to Provide the Service (which shall take effect as termination under reason R2) if

- the *Consultant* fails to notify the *Client* of a Financial Distress Event in accordance with paragraph 2.2;
- the *Client* fails to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with paragraph 3 and/or
- the *Consultant* fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with paragraph 3.

## 5. Primacy of credit ratings

5.1. Without prejudice to the *Consultant's* obligations and the *Client's* rights and remedies under paragraph 3, if, following the occurrence of a Financial Distress Event pursuant to paragraph 2 to the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:

- the *Consultant* is relieved automatically of its obligations under paragraph 3 and
- the *Client* is not entitled to require the *Consultant* to provide financial information in accordance with paragraph 2.3.

## ANNEX 1: CREDIT RATINGS & CREDIT RATING THRESHOLDS

*Consultant* Credit current rating (long term): Good

Credit Rating Threshold: Not at a threshold that would cause concern

## SCHEDULE Z100 – GDPR

The following definitions shall apply to this Schedule Z100

**Agreement** : this contract;

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

### GDPR CLAUSE DEFINITIONS:

**Data Protection Legislation** : (i) the GDPR, (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy which, pending a decision from the competent authorities of the EU on the adequacy of the UK data protection regime will include the requirements set out or referenced in Part Three, Title VII, Article 71(1) of the Withdrawal Agreement signed by the UK and the EU in December 2019;

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

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

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

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

**DPA 2018** : Data Protection Act 2018

**GDPR** : the General Data Protection Regulation (Regulation (EU) 2016/679) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019

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

**Protective Measures** : appropriate technical and organisational measures which may include: pseudonymisation and/or encryption of Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to

Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Schedule [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 *Consultant* is the Processor unless otherwise specified in Schedule Z100.

The only processing that the Processor is authorised to do is listed in Schedule Z100 by the Controller and may not be determined by the Processor.

1.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

1.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the *service*;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

1.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

- (a) process that Personal Data only in accordance with Schedule Z100 unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
  - (i) nature of the data to be protected;
  - (ii) harm that might result from a Data Loss Event;
  - (iii) state of technological development; and

(iv) cost of implementing any measures;

(c) ensure that :

(i) the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule Z100);

(ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:

(A) are aware of and comply with the Processor's duties under this clause;

(B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;

(C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and

(D) have undergone adequate training in the use, care, protection and handling of Personal Data; and

(d) not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

(i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (in accordance with the Data Protection Legislation) as determined by the Controller;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

(iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;

(e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.

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

(a) receives a Data Subject Request (or purported Data Subject Request);

(b) receives a request to rectify, block or erase any Personal Data;

(c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

1.6 The Processor's obligation to notify under clause 1.5 shall include the provision of further information to the Controller in phases, as details become available.

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

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

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

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

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



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

1.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:

- (a) notify the Controller in writing of the intended Sub-processor and processing;
- (b) obtain the written consent of the Controller;
- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause Z100 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 Z100 in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Schedule Z100 in replacement of Clauses 1.1-1.14 for the Personal Data under Joint Control.

## **ANNEX A - PART 2: SCHEDULE OF PROCESSING, PERSONAL DATA AND DATA SUBJECTS**

### **SCHEDULE Z100 PROCESSING, PERSONAL DATA AND DATA SUBJECTS**

This Schedule shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

1. The contact details of the Controller's Data Protection Officer are:
2. The contact details of the Processor's Data Protection Officer are: [Consultant to add in their Data Protection Officer]



3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the <i>Client</i> is the Controller and the <i>Consultant</i> is the Processor in accordance with Clause 1.1.
Subject matter of the processing	The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide sufficient analysis and gather sufficient feedback for the Client to proceed with its project
Duration of the processing	Duration of the Contract
Nature and purposes of the processing	Market analysis and gathering stakeholder feedback



Type of Personal Data being Processed	Names, phone numbers and emails
Categories of Data Subject	Staff, suppliers and wider stakeholders
<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>	Data will be returned to the Client at the end of the Contract.

## SCHEDULE Z14

### 1. CONTRACT SCHEDULE Z14 - SECURITY PROVISIONS

#### 1.1 Definitions

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

<b>"Affiliates"</b>	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;
<b>"Breach of Security"</b>	<p>in accordance with the Security Requirements and the Security Policy, the occurrence of:</p> <ul style="list-style-type: none"><li>(a) any unauthorised access to or use of the service the Client Premises, the Sites, the Consultant System and/or any ICT, information or data (including the Confidential Information and the Client Data) used by the <i>Client</i> and/or the <i>Consultant</i> in connection with this contract; and/or</li><li>(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>Consultant</i> in connection with this contract.</li></ul>
<b>"Clearance"</b>	means national security clearance and employment checks undertaken by and/or obtained from the Defence Vetting Agency;
<b>"Consultant Equipment"</b>	the hardware, computer and telecoms devices and equipment supplied by the <i>Consultant</i> or its Subcontractors (but not hired, leased or loaned from the <i>Client</i> ) for the carrying out of the <i>service</i> ;

<b>"Consultant Software"</b>	software which is proprietary to the <i>Consultant</i> , including software which is or will be used by the <i>Consultant</i> for the purposes of carrying out of the <i>service</i> ;
<b>"Consultant System"</b>	the information and communications technology system used by the <i>Consultant</i> in carrying out of the <i>service</i> including the Software, the <i>Consultant</i> Equipment and related cabling (but excluding the Client System);
<b>"Control"</b>	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;
<b>"Default"</b>	any breach of the obligations of the relevant party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant party, its employees, servants, agents or Sub Consultants in connection with or in relation to the subject-matter of this contract and in respect of which such party is liable to the other;
<b>"Dispute Resolution Procedure"</b>	the dispute resolution procedure set out in this contract (if any) or as agreed between the parties;
<b>"Client Premises"</b>	means premises owned, controlled or occupied by the <i>Client</i> or its Affiliates which are made available for use by the <i>Consultant</i> or its Subcontractors for carrying out of the <i>service</i> (or any of them) on the terms set out in this contract or any separate agreement or licence;
<b>"Client System"</b>	the <i>Client's</i> computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the <i>Client</i> or the <i>Consultant</i> in connection with this contract which is owned by or licensed to the <i>Client</i> by a third party and which interfaces with the <i>Consultant</i> System or which is necessary for the <i>Client</i> to receive the <i>service</i> ;
<b>"Environmental Information Regulations"</b>	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issues by the Information Commissioner or relevant Government Department in relation to such regulations;

<b>"FOIA"</b>	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;
<b>"Good Industry Practice"</b>	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
<b>"Good Industry Practice"</b>	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;
<b>"ICT"</b>	information and communications technology;
<b>"ICT Environment"</b>	the Client System and the <i>Consultant</i> System;
<b>"Impact Assessment"</b>	an assessment of a Compensation Event;
<b>"Information"</b>	has the meaning given under section 84 of the Freedom of Information Act 2000;
<b>"Information Assets Register"</b>	the register of information assets to be created and maintained by the <i>Consultant</i> throughout the carrying out of the <i>service</i> as described in the contract (if any) or as otherwise agreed between the parties;

<b>"ISMS"</b>	the Information Security Management System as defined by ISO/IEC 27001. The scope of the ISMS will be as agreed by the parties and will directly reflect the scope of the <i>service</i> ;
<b>"Know-How"</b>	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know how relating to the <i>service</i> but excluding know how already in the <i>Consultant's</i> or the <i>Client's</i> possession before this contract;
<b>"List x"</b>	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 Consultant undertaking work on its premises marked as CONFIDENTIAL or above;
<b>"Malicious Software"</b>	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;
<b>"Process"</b>	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;
<b>"Protectively Marked"</b>	shall have the meaning as set out in the Security Policy Framework.
<b>"Regulatory Bodies"</b>	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;
<b>"Request For Information"</b>	a request for information or an apparent request under the code of practice on access to government information, foia or the environmental information regulations;
<b>"Security Management Plan"</b>	the <i>Consultant's</i> security plan prepared pursuant to paragraph 1.5.3 of schedule J (Security Management Plan) an outline of which is set out in Appendix 1 of schedule J (Security Management Plan);



**"Security Policy Framework"**

means the Cabinet Office Security Policy Framework (available from the Cabinet Office Security Policy Division);

**"Security Requirements"**

means the requirements in the contract relating to security of the carrying out of the *service* (if any) or such other requirements as the *Client* may notify to the *Consultant* 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, *Consultant* Software and Third Party Software;

**"Specially Written Software"**

any software created by the *Consultant* (or by a third party on behalf of the *Consultant*) specifically for the purposes of this contract;

**"Staff Vetting Procedures"**

the *Client's* procedures and departmental policies for the vetting of personnel whose role will involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measures, including, but not limited to, the provisions of the Official Secrets Act 1911 to 1989;

**"Statement of Applicability"**

shall have the meaning set out in ISO/IEC 27001 and as agreed by the parties during the procurement phase;

**"Standards "**

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

**"Third Party Software"**

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

## 1.2 Introduction

### 1.2.1 This schedule covers:

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

## 1.3 Principles of Security

- 1.3.1 The *Consultant* acknowledges that the *Client* places great emphasis on the confidentiality, integrity and availability of information and consequently on the security provided by the ISMS.
- 1.3.2 The *Consultant* shall be responsible for the effective performance of the ISMS and shall at all times provide a level of security which:
  - 1.3.2.1 is in accordance with Good Industry Practice, the *law of the contract* and this contract;
  - 1.3.2.2 complies with the Security Policy;
  - 1.3.2.3 complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4) available from the Cabinet Office Security Policy Division (COSPD);
  - 1.3.2.4 meets any specific security threats to the ISMS; and
  - 1.3.2.5 complies with ISO/IEC27001 and ISO/IEC27002 in accordance with paragraph 1.3.2 of this schedule;
  - 1.3.2.6 complies with the Security Requirements; and

1.3.2.7 complies with the *Client's* ICT standards.

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

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

#### 1.4 ISMS and Security Management Plan

##### 1.4.1 Introduction:

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

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

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

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

##### 1.4.2 Development of the Security Management Plan:

1.4.2.1 Within 20 Working Days after the date of this contract and in accordance with paragraph 1.4.4 (Amendment and Revision), the *Consultant* will prepare and deliver to the *Client* 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 *Client* 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 *Client* the *Consultant* shall amend it within 10 Working Days or such other period as the parties may agree in writing of a notice of non- acceptance from the *Client* and re-submit to the *Client* 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 *Client*. If the *Client* 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 *Client* pursuant to this paragraph 1.4.2.2 of this schedule may be unreasonably withheld or delayed. However any failure to accept the Security Management Plan on the grounds that it does not comply with the requirements set out in paragraph 1.4.3.4 shall be deemed to be reasonable.

#### 1.4.3 Content of the Security Management Plan:

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

- 1.4.4 Amendment and Revision of the ISMS and Security Management Plan:
- 1.4.4.1 The ISMS and Security Management Plan will be fully reviewed and updated by the *Consultant* annually or from time to time to reflect:
- (a) emerging changes in Good Industry Practice;
  - (b) any change or proposed change to the Consultant System, the *service* and/or associated processes;
  - (c) any new perceived or changed security threats; and
  - (d) any reasonable request by the *Client*.
- 1.4.4.2 The *Consultant* will provide the *Client* 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 *Client* will accept any amendments or revisions to the ISMS or Security Management Plan in accordance with the process set out at paragraph 1.4.2.2.
- 1.4.4.4 Any change or amendment which the *Consultant* proposes to make to the ISMS or Security Management Plan (as a result of a *Client's* request or change to the *service* or otherwise) shall be subject to the early warning procedure and shall not be implemented until accepted in writing by the *Client*.
- 1.4.5 Testing
- 1.4.5.1 The *Consultant* shall conduct Security Tests of the ISMS on an annual basis or as otherwise agreed by the parties. The date, timing, content and conduct of such Security Tests shall be agreed in advance with the *Client*.
- 1.4.5.2 The *Client* shall be entitled to witness the conduct of the Security

Tests. The *Consultant* shall provide the *Client* 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 *Client* and/or its authorised representatives shall be entitled, at any time and without giving notice to the *Consultant*, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the *Consultant's* compliance with the ISMS and the Security Management Plan. The *Client* may notify the *Consultant* of the results of such tests after completion of each such test. Security Tests shall be designed and implemented so as to minimise the impact on the carrying out of the service. If such tests adversely affect the *Consultant's* ability to carry out the service in accordance with the Scope, the *Consultant* shall be granted relief against any resultant under-performance for the period of the tests.
- 1.4.5.4 Where any Security Test carried out pursuant to paragraphs 1.4.5.2 or 1.4.5.3 above reveals any actual or potential Breach of Security, the *Consultant* shall promptly notify the *Client* of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the *Consultant* proposes to make in order to correct such failure or weakness. Subject to the *Client's* acceptance in accordance with paragraph (i), the *Consultant* shall implement such changes to the ISMS and the Security Management Plan in accordance with the timetable agreed with the *Client* or, otherwise, as soon as reasonably possible. Where the change to the ISMS or Security Management Plan is made to address a non-compliance with the Security Policy or Security Requirements, the change to the ISMS or Security Management Plan is Disallowed Cost.

## 1.5 Compliance with ISO/IEC 27001

- 1.5.1 Unless otherwise agreed by the parties, the *Consultant* shall obtain independent certification of the ISMS to ISO/IEC 27001 within 12 months of the date of this contract and shall maintain such certification until the Defects Certificate or a termination certificate has been issued.
- 1.5.2 In the event that paragraph 1.5.1 above applies, if certain parts of the ISMS do not conform to Good Industry Practice, or controls as described in ISO/IEC 27002 are not consistent with the Security Policy, and, as a result, the *Consultant* reasonably believes that it is not compliant with ISO/IEC 27001, the *Consultant* shall promptly notify the *Client* 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 *Client* 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 *Client's* reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 is not being achieved by the *Consultant*, then the *Client* shall notify the *Consultant* of the same and give the *Consultant* a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to become compliant with the principles and practices of ISO/IEC 27001. If the *Consultant* does not become compliant within the required time then the *Client* has the right to obtain an independent audit against these standards in whole or in part.

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

## 1.6 Breach of Security

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

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

1.6.2.1 immediately take all reasonable steps necessary to:

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

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

- 1.6.2.2 as soon as reasonably practicable provide to the *Client* 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 1 – Security Policy**

To be provided by the Client following Contract Award

## **Appendix 2 – Security Management Plan**

To be provided by the Consultant 20 working days following provision of the security policy by the Client.

## SCHEDULE Z101: CYBER ESSENTIALS

### CYBER ESSENTIALS SCHEME

#### 1. DEFINITIONS

1.1 In this Schedule, the following words shall have the following meanings:

**"Cyber Essentials Scheme"**

the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats (as may be amended from time to time). Details of the Cyber Essentials Scheme can be found here: <https://www.ncsc.gov.uk/cyberessentials/overview>;

**"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 *Consultant* as set out in the Framework Data Sheet;

**"Cyber Essential Scheme Data"**

sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme; and

**"Cyber Essentials Plus Certificate"**

the certification awarded on the basis of external testing by an independent certification body of the *Consultant's* cyber security approach under the Cyber Essentials Scheme and is a more advanced level of assurance.

## 2. CYBER ESSENTIALS OBLIGATIONS

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

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

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

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

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

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

2.7 The *Consultant* ensures that all sub-contracts with Sub-Consultants who Process Cyber Essentials Data contain provisions no less onerous on the Sub-Consultants than those imposed on the *Consultant* under this contract in respect of the Cyber Essentials Scheme under paragraph 2.1 of this Schedule

2.8 This Schedule shall survive termination or expiry of this contract.

## SCHEDULE Z102: TRAVEL & SUBSISTENCE POLICY

### Department for Business & Trade – Travel and Subsistence Expenses Policy

#### 1. Purpose

- 1.1 The nature of the Department for Business & Trade's (DBT's) business means that the Consultant may have to travel both in the UK (United Kingdom) and overseas and this manual provides details of the principles, rules and procedures relating to travel and expenses.
- 1.2 The policy contained in this Schedule will only apply to where the Consultant is claiming travel and subsistence expenses in relation to the delivery of pre-agreed deliverables with the Client and will not be for any other purpose that involve travel to/from Japan to the UK. The Consultant may not claim travel and subsistence expenses for travel between their offices in the UK to DBT's offices.
- 1.3 The Consultant can only claim for official travel that has been pre-agreed with the Client. Official travel includes official visits and meetings away from the Consultant's permanent work location to consult with stakeholders for the delivery of Services of the Contract, but only where the Client has agreed to reimburse the Consultant. Subsistence expenses can only be claimed in relation to official travel.
- 1.4 In respect of paragraph 1.3 of this Schedule Z102, the Consultant must comply with this policy when purchasing travel and/or related subsistence services.
- 1.5 Any official travel that the Consultant may claim for in accordance with this Schedule **must not** include travel between the Consultant's (or any Subcontractors) home and normal place of work; return journeys home at weekends during a continuous business location; or a journey to a business location where the journey broadly follows the same route as the journey to their normal place of work.

#### Supporting Evidence

- 1.6 All expenses must be supported by receipts/proof of purchase. Scanned or electronic receipts/proof of payment should accompany all claims. Hard copies should be retained and may need to be produced at DBT's request.

#### Expense Limits

- 1.7 Claims should be made on the basis of actual receipted costs, subject to the limits set for certain categories of expense. The expense limits outlined in this expenses policy are established to help maintain efficient cost controls. It is crucial that the Consultant adheres to the limits specified.
- 1.8 Expenses should be in addition to those that would have been incurred at the Consultant's trading address or through the ordinary operation of their business.



### Foreign Currency

- 1.9 The exchange rate for translating foreign currency transactions should be at the prevailing rate shown on the currency exchange receipt or the bank/credit card rate of exchange shown in statements.

### VAT

- 1.10 All expenses should be charged to the Department at the cost to the Consultant, after any recovery of VAT, and VAT may only be charged by VAT registered Consultants.

### Expense Pre-Approval

- 1.11 All claims require prior written pre-approval from the DBT Contract Manager using the Pre-Expense Authorisation Form at Annex A.
- 1.12 Where specific costs cannot be provided, estimates are acceptable (where actual receipted costs exceed estimated costs retrospective approval must be sought from the DBT Contract Manager prior to submitting a claim).
- 1.13 Travel must not be reserved or purchased without the DBT Contract Manager's pre-approval in writing as this will be required for all reimbursements.
- 1.14 If for any reason travel bookings must be cancelled or amended, approval should be sought from the relevant DBT Contract Manager before doing so. DBT is not liable for costs incurred for any non-approved travel or cancellations/amended travel booked in error.
- 1.15 If the Consultant plans to spend personal time at the beginning or end of a business trip, the DBT Contract Manager must be informed. All additional costs (travel, accommodation, subsistence) must be covered by the Consultant. The DBT Contract Manager will provide specific details on how to claim incurred expenses.

### Does this change contractual entitlements?

- 1.16 Nothing in this guidance removes or replaces the terms & conditions of the Contract.

## 2. Scope

- 2.1 This applies to all DBT Consultants, to help inform acceptable reimbursement for UK and overseas expenses incurred in delivering the Contract.

## 3. Definitions

Term	Definition
DBT Contract Manager	A DBT representative that has been appointed as the Contract Manager for the Contract in place with the Consultant.
DBT Consultant/Consultant	The organisation that is contracted with DBT.

#### 4. Policy Statement

4.1 Ensure that you have read the roles and responsibilities for this policy as set out in section 5.

##### Claiming Reimbursement:

4.2 Expenses will only be reimbursed if they:

- Are submitted on a valid, undisputed invoice supported by a fully completed expense claim form;
- Are supported by original receipts/proof of purchase. Scanned or electronic receipts should accompany all claims. Proof of purchase must be retained for three (3) years following contract expiry.
- Are pre-authorised by the DBT Contract Manager.
- Provide full details supporting the expense claim;
- Are claimed in line with this policy; and
- Do not exceed in aggregate the stated budget in the Contract for travel and subsistence expenses – claims that take the total beyond this will not be reimbursed.

4.3 In exceptional circumstances, DIT may consider reimbursing minor claims for travel without a receipt, for example where a pre-paid Oyster card is used or where tickets are retained as you pass through a ticket barrier. In such circumstances the Consultant will need to detail on the expenses claim form the reason why a receipt is not available.

4.4 It is DBT's preference that public transport is utilised where possible in the first instance. If public transport is unavailable or its use is not practicable (such as needing to carry bulky documents or as a result of a disability or medical grounds) then the Consultant may travel by alternative means. The Consultant must have DBT Contract Manager approval for use of non-public transport. The Consultant must not derive a benefit by transacting the points or other rewards from loyalty schemes (e.g., air miles) during contract delivery activities paid for by the UK taxpayer.

4.5 It is expected that the Consultant make early bookings, where possible, booking well in advance to minimise costs, take advantage of discounts where they are available, and reserve fixed prices, unless there is a high probability that the schedule will change - as they are more likely to provide a better deal.

##### Air Travel

4.6 The Consultant is expected to book the lowest logical fare available.

4.7 The Consultant must obtain three quotes for all air travel to show bookings are made using the most economical option. Quotes should be submitted by screenshot included in the email seeking pre-authorisation (hyperlinks should not be provided because costs can change as the webpage they link to is refreshed).

4.8 If the Consultant plans to spend personal time at the beginning or end of a business trip, they must inform the DBT Contract Manager. Additional costs must be covered by the Consultant if earlier or later return flights are more expensive than flights that would have been taken purely for the purposes of the business trip. Screenshots of the flights should be provided to evidence that the alternative flights/transport are not more expensive.

4.9 The following limits on the class of travel permitted are as follows

Flying Time (per flight)	Class of Travel
Up to 5 hours	All journeys at public expense: Economy
Over 5 hours	All journeys at public expense: Economy (but see below*)
Over 10 hours	All journeys at public expense: Business (subject to prior agreement with DBT Contract Manager)

\* Subject to the authority of the DBT Director for the relevant business area, the next higher class (but not first class) may be used:

- where strict application of the class-of-travel rules would not be cost effective.
- for short duty visits out and back in a working day – not applicable where there has been an overnight stay.
- when bookings are not available in the lower class and the timing or date of the journey cannot be changed.
- if the interim contractor will be required to work immediately on arrival.
- on disability/medical grounds recognised by DBT HR (Human Resources).

4.10 All flights must be booked at set dates, no open return tickets may be booked.

4.11 Air travel should not normally be used within the UK, although there is an exception for travel to/from Scotland and Northern Ireland. Air travel in the UK must be by economy class.

4.12 Please have consideration to the carbon footprint of flights and the Department's requirements to meet [Greening Government Commitments](#). Domestic flights should only be taken when they are more economical than rail.

#### Rail Travel

4.13 For rail travel (including Eurostar) the Consultant should travel standard class unless for example they have a disability or health condition that would make this unreasonable.

#### Sea Travel

4.14 If booking ferry tickets, the Consultant must book directly with the ferry company. The Consultant is entitled to occupy a standard single-berth cabin when it is necessary to travel overnight.

#### Hotel Booking

4.15 Whenever it is necessary to stay away overnight on business, reasonable hotel accommodation costs can be claimed with a valid receipt up to £85 (including VAT) in the UK and £135 (including VAT) in London.

4.16 In room movies, mini-bars or gym fees may not be claimed. The use of expensive hotel room telephones should be avoided.

4.17 If staying at a conference venue, a hotel recommended by the conference organisers or for convenience, it is the Consultant's responsibility to ensure that there is pre-approval for any excess over the threshold costs. This must be approved in advance of booking and pre-authorisation received from the DBT Contract Manager.

4.18 All travel and hotel bookings must be signed off by the DBT Contract Manager prior to booking any travel abroad or within the UK. Email approval is sufficient.

- 4.19 A link to the overseas rates for hotels (which must not be exceeded) is below:  
<https://www.gov.uk/guidance/expenses-rates-for-employees-travelling-outside-the-uk>

#### Taxis

- 4.20 Use of taxis is expected only where there is a clear value for money or business justification, agreed in advance with the DBT Contract Manager wherever possible; unless the Consultant has a temporary or permanent disability and has been advised that taking a taxi is a 'reasonable adjustment' or for safety and security reasons.
- 4.21 Some examples where taxi travel might be considered **appropriate** include:
- there were no other reasonable public transport options (for example: travel to a location not served by a bus or train route)
  - it was the most cost-effective way of undertaking the journey – for instance you shared the taxi with colleagues, and this made it cheaper than other public transport options
  - for personal safety reasons
- 4.22 Examples of scenarios where it might be considered **inappropriate** to take a taxi include:
- There were cheaper public transport options which incurred only a modest additional travel time
  - Public transport involved changing mode of transport (for example, a train and a bus)
  - Failure to leave sufficient time to make the journey by foot or public transport
- 4.23 It is expected that public transport will be used for travel within London and the use of taxis should only be undertaken by exception
- 4.24 The principles set out for UK travel equally apply for taxi travel overseas.

#### Private & Hire Vehicles

- 4.25 The Consultant is expected to use public transport where this is reasonable and should only use a car where a business need has been agreed in advance by the appropriate DBT manager or where a member of staff has a temporary or permanent disability.

#### Meal Allowances

- 4.26 There is no daily allowance for meals or subsistence.
- 4.27 For UK travel meal expenses will be reimbursed on an actual receipted basis, not to exceed £35 per day (24hr period).
- 4.28 As a general rule the following limits against receipts should be applied:
- **£7 for breakfast** (if not included in the room rate). There is no limit for breakfast if included in room rate provided it does not exceed the hotel rate.
  - **£8 for a lunch** if traveling on business away from a permanent workplace for more than 8 hours during normal working hours and it is in addition to usual spend\*.  
\*For example, unless costs exceed usual lunch spend, these must not be claimed.
  - **£20 for an evening meal**

- 4.29 For international travel meal expenses will be reimbursed on an actual basis, not exceeding the limits set out at the following link:

<https://www.gov.uk/guidance/expenses-rates-for-employees-travelling-outside-the-uk>

- 4.30 Receipts/proof of purchase to support claims must be provided.

- 4.31 Alcohol cannot be claimed.

#### Insurance

- 4.32 The Consultant must arrange and pay for their own travel insurance. If travelling to a high-risk country or region, the Consultant should notify the relevant DBT manager. Travel insurance cannot be reclaimed as an expense item.

#### Passports

- 4.33 It is the Consultant's responsibility to ensure that they have an up-to-date passport with a minimum of six months left until the expiry date for any overseas travel. New or replacement passports cannot be claimed at DBT's expense.

#### Visas

- 4.34 It is the Consultant's responsibility to check whether the country to be visited requires a visa and obtain one if necessary. Visas can be claimed at DBT's expense, except for additional costs which are a result of the Consultant's failure, for example, where the Consultant fails to apply for a visa following routine processing times (i.e., requesting a visa at short notice). It is the responsibility of the Consultant to ensure they have sufficient pages in their passport to ensure the entry and exit stamp may be placed in their passport. DBT are not liable for costs incurred in the event the Consultant is not allowed entry. The Consultant will be responsible for all expenses attributed to short notice/urgent applications that could have reasonably been avoided.

#### Vaccinations

- 4.35 It is the Consultant's responsibility to check whether specific health precautions must be taken for overseas travel. The Consultant may claim for any vaccinations required as a result of overseas travel in accordance with the [NHS Fit for Travel Guidance](#).

#### Non-Reimbursable Expenses

- 4.36 Expenses may not be reimbursed unless they are specified in this document. Expenses which fall outside the areas above will not be reimbursed. If the Consultant is found to be invoicing for an expense that is not pre-authorised in accordance with this policy, the invoice will be rejected.

- 4.37 Non-reimbursable expenses include but are not limited to any claim for:

- A daily allowance - please claim for meals on a receipt basis (capped at £35 in the UK and as per the [Worldwide Subsistence Rate Guide](#))
- Business expenses that relate to fees, taxes, insurances etc. incurred as part of the Consultant's own operating costs of being a limited company
- Office supplies, e.g., stationery or postage.
- Office hardware, e.g., chair or printer.
- Home broadband or a proportion of it.
- Travel Insurance.
- Alcoholic drinks purchased as part of a subsistence claim.
- Fines relating to private or hire vehicle use (parking, speeding or otherwise).



- Early start meals without an overnight accommodation stay.
- Late finish meals without an overnight accommodation stay.
- Entertaining Civil Servants or other public sector representatives whether based in the UK or abroad.
- Expenses on behalf of any DBT Staff or other interim contractors.
- Where relevant, claims for a Consultant's travel expenses between their home and their designated place of work within their contract (DPOW). (If a journey is in whole or in part substantially the same as the commute to the DPOW; expenses may only be claimed for costs over and above the normal commuting cost).

### Covid-19

- 4.38 The Consultant's staff required to travel internationally as part of the direct performance of the Contract may claim COVID-19 expenses directly attributable to that travel. Claimable costs must align to the COVID-19 related laws and guidance in the country or countries that the Consultant is travelling to and from at the time of travel
- Claimable personnel costs will be limited to normal work hours per day (including any overtime) and will not include non-working days such as weekends and public holidays.
  - Costs cannot be claimed where the Consultant's staff can be functional for their business whilst in quarantine, i.e., where they can 'work from home' in quarantine, for that Consultant or for the DBT service contract.
  - Costs may be claimed where the Consultant's staff travelling across international borders have incurred costs for COVID-19 tests. This is only payable where an NHS Test is not available, and up to a maximum of £250 per individual.
  - Costs can be claimed where the Consultant's staff travelling across international borders to the UK have been required to enter 'hotel quarantine'. This is only payable where the additional points outlined in this policy are met, and up to a maximum total cost of £1750 per adult per room. Testing costs are included in this expense, and so costs cannot be claimed for both point c. and point d. separately. (These costs also vary where adults share the same room - see Hotel quarantine government guidance for further details).
  - Any payments made are not considered relief and are applied through the Contract using agreed or available rates and must be agreed in advance in writing by the DBT Contract Manager.

## 5. Roles and responsibilities

### 5.1 DIB Contract Manager

- Monitor the Consultant's expenditure in respect of travel and subsistence claims.
- Approval of the pre-expense authorisation form within 5 days of Consultant's request.

### 5.2 Consultant

- Must read and understand this policy, adhering to the limits specified.



Is responsible for ensuring an accurately completed pre-expense authorisation form is sent to the DBT Contract Manager, allowing 5 days for turnaround by the Contract Manager.

- Is responsible for ensuring all invoices pertaining to travel and subsistence expenses are accompanied by a fully completed expense claim form and accompanied by all supporting evidence required by this policy.
- Must make early bookings where possible to ensure a better deal is sought.

## 6. Training

6.1 There is no training required to understand this policy.

## 7. Communication and Implementation

7.1 This policy will be communicated to

7.1.1 all DBT Contract Managers via the DBT Contract Management Forum, Teams channel and email.

7.1.2 DBT Commercial team via the quarterly release update

7.2 Where relevant to a contract, the Consultant will be made aware of the policy by the Contract Manager.

7.3 This policy will be embedded into the Contract.

## 8. Monitoring

8.1 There will be no formal monitoring of this policy.

## 9. Review

9.1 This policy will be reviewed on an annual basis, to ensure alignment with DBT internal policies and processes.

9.2 DBT Consultants should be aware that this policy is subject to change during the term of the Contract, so should check with the relevant DBT Contract Manager for an up-to-date version.



## ANNEX A – PRE-EXPENSE AUTHORISATION PROCESS

1. Complete the Pre-Expense Authorisation Form



DIT Pre Expense  
Authorisation Form - C

2. Include estimates of costs to be incurred including, screen shots detailing 3 quotes for international travel (hyperlinks should not be provided because costs can change as the webpage they link to is refreshed).
3. Send the form to the DBT Contract Manager requesting signed approval and return in PDF format.
  -
4. Once approval has been received, proceed with the reservation/purchase.
5. When submitting a claim, the approval must be attached. Where actual receipted costs exceed estimated costs retrospective approval must be sought from the DBT Contract Manager prior to submitting a claim.
  - **Please allow 5 days for turnaround of the expense pre-authorisation.**