

Transparency Notice of Contract Award

Contract Title: Provision of design services for the replacement of mechanical and electrical infrastructure (RIBA 3)

Supplier: Morgan Sindall

Contract Start Date: 26 October 2023

Contract End Date: 31/03/2024

Contract Value: £165,498.16

This contract was awarded under the Terms and Conditions of NEC4, *Professional Service Contract, Option A, version (i.e. Jun 17 with Jan 23 Amendments)*], and utilised the copyrighted NEC Forms of Contract.

Additional Z Clauses added to the contract were as follows:

Z1.1 The additional conditions of contract stated in the Contract Data are part of this contract.

Z1A The *Consultant* warrants that they have not done and will not do anything that would result in a breach of the *Client's* Security Procedures or the Official Secrets Act.

Z2 The *Consultant* warrants that it has not done and will not do any of the following (hereafter referred to as "Prohibited Acts"):

a) offered, given or agreed to give to any Crown servant any gift or consideration of any kind as an inducement or reward;

i) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or execution of this or any other contract with the Crown; or

ii) for showing or not showing favour or disfavour to any person in relation to this or any other contract with the Crown;

b) entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the *Client*, and in respect of any breach of any of the above warranties and undertakings the *Consultant* acknowledges that the *Client* will be entitled to claim damages against the *Consultant*.

Z3 In performing the services the *Consultant* shall not use Prohibited Materials or produce designs that may use Prohibited Materials.

Z4 The *Consultant* shall inform the *Client*, as soon as practicable, in writing of any Change of Control.

Z5 Where any investigation is conducted or proceedings are brought which arise directly or indirectly out of any act or omission of the *Consultant*, its agents or Subconsultants, or key people, and where there is a finding against the relevant party in such investigation or proceedings, the *Consultant* shall indemnify the *Client* and the *Client* with respect to all

costs, charges and expenses (including legal and administrative expenses) arising out of or in connection with any such investigation or proceedings and such other financial redress to cover any payment the *Client* may have been ordered or required to pay to a third party.

Z6 The *Consultant* shall ensure at no extra cost to the *Client* that for the purposes of carrying out any audit, the *Client's* internal and nominated external auditors are given access to inspect and examine such documents as may reasonably be required which are owned, held or otherwise within the control of the *Consultant*. The *Consultant* shall also promptly provide such oral and written explanations as it is considered necessary in order to assist the auditors referred to above to carry out their functions.

Z7 The *Consultant* shall for the purpose of carrying out any audit provide, at no additional cost to the *Client*, such facilities for representatives of the *Client* as the *Client* may reasonably require.

Z8 Fraud

At all stages of its involvement under and in connection with the services, the *Consultant* shall take all practicable steps to prevent fraud and/or the risk of fraud arising. If in the reasonable opinion of the *Client* the *Consultant* commits any fraud (as defined by the Law of the Contract) in relation to the services or any contract with the *Client* or any other public body then the *Client* may terminate the services for the *Consultant's* default by giving 10 Working Days' notice to the *Consultant*. The *Consultant* shall keep and maintain all relevant records, invoices, approvals, notes; minutes of meetings and all such other original documents as may be required to verify the services carried out by the *Consultant* and its Subconsultants so that they may be provided upon request by the *Client*. The *Consultant* shall immediately report to the *Client* any circumstances giving rise to fraud within its own organisation, that of its Subconsultants, the *Client* or otherwise in relation to the services and shall provide all such relevant information which may assist the *Client* in dealing with such report efficiently and effectively. The *Client* shall be entitled to set-off, deduct, abate or recover as a debt against the *Consultant* all losses howsoever arising in connection with or sustained as a consequence of fraud including all associated investigation costs.

Z9 Use of Information Technology (IT)

The *Consultant* and its Subconsultants may use any of the *Client's* IT Systems including connections to the internet or intranet services, with express permission from the *Client*, and appropriate security clearance and only for the performance of the services. Use of a third party's computer equipment and software, including any connections to the internet or intranet services, on the *Client's* premises, is subject to the approval of the *Client* and said third party. The *Consultant* shall procure that its employees, and its Subconsultants and their employees, comply with the *Client's* policies, procedures and instructions in respect of computer hardware and software, including any connections to the internet or intranet services. The *Client* may on reasonable notice from time to time make reasonable or necessary amendments to such policies, procedures and instructions. The *Consultant* shall take all reasonably practicable precautions to ensure that its employees, and its Subconsultants and their employees, do not use computer hardware or software, including any connections to the internet or intranet services, unlawfully or for unlawful purposes. The *Consultant* shall not cause or allow any of its employees, or its Subconsultants and their employees, to bring the reputation of the *Client* into disrepute by any action, activity or behaviour in connection with computer hardware or software. Failure by the *Consultant* to comply with this Clause shall constitute a material breach of this agreement which may lead to termination.

Z10 Transfer

Neither Party to this contract shall give, bargain, sell, assign, or otherwise dispose of this contract or any part thereof, or the benefit or advantage of this contract or any part thereof, without the previous consent in writing of the other Party.

Z11 Mitigation

Each of the Parties shall at all times take all reasonable steps to minimise and mitigate any loss which the relevant Party is entitled to recover from the other Party pursuant to this contract.

Z12 Contractors Personnel at Government Establishments

The *Consultant* shall comply with DEFCON 76 (edition as at date of contract award) which can be found at www.gov.uk

Z13 Cyber

The *Consultant* shall comply with DEFCON 658 (edition as at date of contract award) which can be found at www.gov.uk

Z14 Official Sensitive Security Requirements

The *Consultant* shall comply with DEFCON 660 (edition as at date of contract award) which can be found at www.gov.uk

Z15 VAT

The *Client* confirms that for the purposes of section 55A VAT Act 1994 reverse charge for building and construction services it is an end user in respect of the services to be supplied by the *Consultant* pursuant to this Contract and accordingly the parties agree that the reverse charge for VAT will not apply to the services supplied under this Contract. The *Client* will promptly inform the *Consultant* if the *Client* no longer qualifies as an end user.

Z20 Russian/Belarusian Suppliers

20.1 The *Consultant* shall, and shall procure that their Sub-contractors shall notify the *Client* in writing as soon as they become aware that:

a. the Contract Deliverables and/or Services contain any Russian/Belarusian products and/or services; or

b. that the *Consultant* or any part of the *Consultant's* supply chain is linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian/Belarusian person or entity. Please note that this does not include companies:

(1) registered in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement; and/or

(2) which have significant business operations in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement.

20.2 The *Consultant* shall, and shall procure that their Sub-contractors shall, include in such notification (or as soon as reasonably practicable following the notification) full details of the Russian products, services and/or entities and shall provide all reasonable assistance to the

Client to understand the nature, scope and impact of any such products, services and/or entities on the provision of the Contract Deliverables and/or Services.

20.3 The *Client* shall consider the notification and information provided by the *Consultant* and advise the *Consultant* in writing of any concerns the *Client* may have and/or any action which the *Client* will require the *Consultant* to take. *The Consultant* shall be required to submit a response to the concerns raised by the *Client*, including any plans to mitigate those concerns, within 14 business days of receipt of the *Client's* written concerns, for the *Client's* consideration.

20.4 The *Consultant* shall include provisions equivalent to those set out in this clause in all relevant Sub-contracts.