

Crown Commercial Service

CONSTRUCTION PROFESSIONAL SERVICES FRAMEWORK SCHEDULE 5

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

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Date 6 May 2025

FORM OF AGREEMENT

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

Between

Defence Infrastructure Organisation, Ministry of Defence

And

WSP UK Limited

For the provision of

Next Gen EMP 2025-2027

Contract Number – 714765451

CCS reference - CPS1-38348-2025

THIS AGREEMENT is made the 6th day of May 2025

PARTIES:

1. **DEFENCE INFRASTRUCTURE ORGANISATION, MINISTRY OF DEFENCE** acting as part of the Crown (the "**Client**"); and
2. **WSP UK Limited** which is a company incorporated in and in accordance with the laws of **England** (Company No. **01383511** whose registered office address is at **70 Chancery Lane, London WC2A 1AF** (the "**Consultant**").

BACKGROUND

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

IT IS AGREED AS FOLLOWS:

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

W1;

Option X2, X5, X18, X20 and

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

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

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

Executed under hand

Signed by [REDACTED] for and on behalf of WSP UK LIMITED

.....

Commercial Director

Signed by [REDACTED] for and on behalf of DEFENCE INFRASTRUCTURE ORGANISATION,
MINISTRY OF DEFENCE (the Client)

Senior Commercial Officer

Professional Services Contract Contract Data

Part one – Data provided by the *Client*

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

Main Option A

Option for resolving and avoiding disputes W1

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

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

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

Address for communications.

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

The *Service Manager* is [REDACTED]

Address for communications: [REDACTED]

Address for electronic communications.

Pre-Contract award via CCS e-sourcing only
Post award DIOComrcl-EnSer@mod.gov.uk

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

The *language of the contract* is English.

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

The *period for reply* is seven working days.

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

2 The Consultant 's main responsibil ities

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

3 Time

The starting date is on award of contract, 6th of May 2025

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

4 Quality Manageme nt

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

5 Payment

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

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

The period within which payments are made is one month.

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

8 Liability and insurance

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

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

Resolving and avoiding disputes

The *tribunal* is arbitration

**If the
tribunal is
arbitration**

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

The place where arbitration is to be held is London

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

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

Address for communications.

Defence Infrastructure Organisation Head Office,

DMS Whittington,

Lichfield,

Staffordshire,

WS14 9PY

Address for electronic communications DIOComrcl-EnSer@mod.gov.uk

The Adjudicator nominating body is the Institution of Civil Engineers

Address for electronic communications.

- DIOComrcl-EnSer@mod.gov.uk

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

**Option X2
Changes
in the law**

If Option X2 is used

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

**Option X5
Sectional
Completion**

If Option X5 is used

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

**Option X18
Limitation
of liability**

If Option X18 is used

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

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

Option X20 **If Option X20 is used (but not if Option X12 is also used)**
Key
performan As Per KPI Document – to be agreed.
ce
indicators

Option Z The *additional conditions of contract* are:

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

Option Z2 **Identified and defined terms**

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

Option Z5 **Prevention of fraud and bribery**

Option Z6 **Equality and diversity**

Option Z7 **Legislation and Official Secrets**

Option Z8 **Conflict of interest**

Option Z9 **Publicity and Branding**

Option Z10 **Freedom of information**

Option Z13 **Confidentiality and Information Sharing**

Option Z14 **Security Requirements**

Option Z16 **Tax Compliance**

Option Z22 **Fair payment**

Option Z42 **The Housing Grants, Construction and Regeneration Act 1996**

Option Z44 **Intellectual Property Rights**

Option Z45 HMRC Requirements

Option Z46 MoD DEFCON Requirements

Option Z47 Small and Medium Sized Enterprises (SMEs)

Option Z49 Change of Control

Option Z50 Financial Standing

Option Z52 Records, audit access and open book data

Option Z100 Data Protection

Option Z101 Cyber Essentials

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

DEFCON No	Version	Description
5J	Edn 18/11/16	Unique Identifiers
76	Edn 06/21	Contractors' Personnel at Government Establishments
501	Edn 10/21	Definitions and Interpretations
503	Edn 06/22	Formal Amendments to the Contract
513	Edn 07/24	Value Added Tax and Other Taxes
514	Edn 08/15	Material Breach
515	Edn 06/21	Bankruptcy and Insolvency
516	Edn 04/12	Equality
518	Edn 02/17	Transfer
520	Edn 10/23	Corrupt Gifts and Payments of Commission
522	Edn 11/21	Payment and Recovery of Sums Due
526	Edn 08/02	Notices
527	Edn 09/97	Waiver
529	Edn 09/97	Law (English)
530	Edn 12/14	Dispute Resolution (English Law)
531	Edn 09/21	Disclosure of Information

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

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

Part two – Data provided by the *Consultant*

1 Statements given in all contracts

The *Consultant* is **WSP UK Limited**

Address for communications:

WSP House, 70 Chancery Lane, London, WC2A 1AF, UK

Address for electronic communications

[REDACTED]

[REDACTED]

The *fee percentage* is N/A

The *key persons* are:

Name: [REDACTED]

Job: [REDACTED]

Responsibilities: Accountable for stakeholder management and engagement.

Name: [REDACTED]

Job: [REDACTED]

Responsibilities: Accountable for delivery of our contracted obligations and working closely with our Project Team.

The following matters will be included in the Early Warning Register

- Site name and location
- Complexity of EMP Update
- Security Aspects specific to site and EMP Update
- Scope of services required for Update
- Verification of existing site data and assumptions provided by client

2 The *Consultant's* main responsibilities

If the *Consultant* is to provide the Scope

To be Agreed for each EMP update by a Contract Tasking Order, reflecting the Major EMP Update Brief (following template "[REDACTED]" and guided by the overall Statement of Requirement at "20250115 Attachment 3 EMP SOR V1.0.docx" provided by the Client in the tender documents)

3 Time

If a programme is to be identified in the Contract Data	To be Agreed for each EMP update by a Contract Tasking Order, reflecting the Major EMP Update Brief (following template "[REDACTED]" and guided by the overall Statement of Requirement at "20250115 Attachment 3 EMP SOR V1.0.docx" provided by the Client in the tender documents)
If the <i>Consultant</i> is to decide the completion date for the whole of the service	The <i>completion date</i> for the whole of the <i>service</i> is service is based on a 2-year contract from Contract Award.

5 Payment

If the <i>Consultant</i> states any expenses	The <i>Consultant's</i> Pricing Schedule is inclusive of expenses, with the same assumptions as other pricing elements. The rates are in accordance with those provided by the Client at "[REDACTED]".
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If Option A or C is used	<p>Option C is not used</p> <p>For Option A, pricing is in accordance with the rates and time schedule provided by the <i>Consultant</i> to the <i>Client</i> at "[REDACTED]" on 21 March 2025 at 12:00.</p> <p>The following assumptions as advised in the Pricing Schedule apply:</p> <ul style="list-style-type: none"> • Where Contract Tasking Orders are agreed, the existing relevant EMP will have a comprehensive data set as detailed in the ITT pack. • The price is based on a fixed fee with milestone payments as indicated in the Estate Management Plans (EMPs) Major Updates 2025 - 2027 Statement of Requirements (SOR) • The price has been based on continual work with no pauses on individually assigned EMP's. • All stakeholders with input in to the EMP will be made available within a reasonable time frame. • All documentation and template formats will be approved by the Client within the time stipulated. • The Pricing has be complied based on an average site, some disciplines may not be required and the level of work per discipline will fluctuate per site and EMP Update brief. • The milestone payments have been calculated based up the % of the total fee as stipulated by DIO (Stage 1 -15%, Stage 2-15%, Stage 3-
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50%, Stage 4-20%)

The following exclusions apply

- All call-off or additional services are excluded
- VAT is excluded
- Inflation is excluded

**Resolving and
avoiding disputes**

The *Representatives* of the *Consultant* are

[REDACTED]

Address for communications

[REDACTED]

Address for electronic communications

[REDACTED]

[REDACTED]

Address for communications

[REDACTED]

Address for electronic communications

[REDACTED]

The *Senior Representatives* of the *Consultant* are

[REDACTED]

Address for communications

[REDACTED]

Address for electronic communications

[[REDACTED]]

[[REDACTED]]

Address for communications

[REDACTED]

Address for electronic communications

[[REDACTED]]

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

An Information Execution Plan is not required to be identified in the Contract Data.

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

The *people rates* are:

Category of person	Unit	Rate
Building Services Engineer - Professional [REDEACTED]	Hourly	
Building Services Engineer - Senior Director [REDEACTED]	Hourly	
Building Services Engineer - Senior Professional [REDEACTED]	Hourly	
Building Services Engineer - Senior Technician [REDEACTED]	Hourly	
Cost Consultant Principal / Associate Director [REDEACTED]	Hourly	
Cost Consultant - Senior Professional [REDEACTED]	Hourly	
Ecologist/Environmental Manager – Senior Prof [REDEACTED]	Hourly	
Mechanical Engineer - Senior Director [REDEACTED]	Hourly	
Project Manager - Principal / Associate Director [REDEACTED]	Hourly	
Project Manager - Professional [REDEACTED]	Hourly	
Project Manager - Senior Director [REDEACTED]	Hourly	
Project Manager - Senior Professional [REDEACTED]	Hourly	
Project Manager - Senior Technician [REDEACTED]	Hourly	
Risk Manager - Senior Professional [REDEACTED]	Hourly	
Risk Manager - Senior Technician [REDEACTED]	Hourly	
Structural Engineer - Senior Professional [REDEACTED]	Hourly	

Sustainability Professional - Senior Professional [REDEACTED]	Hourly
Town Planner – Director [REDEACTED]	Hourly
Town Planner – Principal/Associate Director [REDEACTED]	Hourly
Town Planner – Professional [REDEACTED]	Hourly
Town Planner – Senior Director [REDEACTED]	Hourly
Town Planner – Senior Professional [REDEACTED]	Hourly
Town Planner – Senior Technician [REDEACTED]	Hourly