

**Crown Commercial Service**

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**CONSTRUCTION PROFESSIONAL SERVICES FRAMEWORK SCHEDULE 5**

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

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**Date: 12 May 2025**

**FORM OF AGREEMENT**

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

**Between**

**SECRETARY OF STATE FOR DEFENCE OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN  
IRELAND**

**And**

**JACOBS UK LIMITED**

**For the provision of**

**Site Specific Development Reports for Submarine Disposal Capability**

**THIS AGREEMENT is made the 12th day of May 2025**

**PARTIES:**

1. **SECRETARY OF STATE FOR DEFENCE OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND** acting as part of the Crown] (the "**Client**"); and
2. **JACOBS UK LIMITED**, which is a company incorporated in and in accordance with the laws of the United Kingdom, Company No. 02594504 whose registered office address is at Second Floor, Cottons Centre, Cottons Lane, London, SE1 2QG (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 RM6165) which is dated 1 October 2023 (the "**Framework Agreement**"). In the Framework Agreement, the Consultant is identified as the "Supplier".
- (C) On the 6<sup>th</sup> 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).<sup>1</sup>
- (D) On the 20<sup>th</sup> February 2025 the *Consultant* submitted a tender response and was subsequently selected by the *Client* to provide the service.<sup>1</sup>
- (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:  
Main Option A  
W1;  
Option X2, X5, X7 and X20

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<sup>1</sup> Delete paragraphs (C) and (D) if appointment is made by direct award under the Call Off Procedure

which together with the *additional conditions of contract* specified in Option Z, and the amendments specified in Option Z, form this contract together with the documents referred to in it. References in the NEC4 Professional Services Contract June 2017 Edition incorporating amendments January 2019 and October 2020 to "the contract" are references to this contract.

4. This contract and the CCS Construction Professional Services RM6165 Lot 5 Framework Agreement is the entire agreement between the parties in relation to the service and supersedes and extinguishes all prior arrangements, understandings, agreements, statements, representations or warranties (whether written or oral) relating thereto.
5. Neither party has been given, nor entered into this contract in reliance on any arrangements, understandings, agreements, statements, representations or warranties other than those expressly set out in this agreement.
6. Nothing in clauses 4 or 5 shall exclude liability in respect of misrepresentations made fraudulently.

#### **Executed under hand**

Signed by **Redacted** for and on behalf of Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland.

[Signature] **Redacted under FOIA Section 40, Personal Information**

[Role] **Redacted under FOIA Section 40, Personal Information**

Signed by **Redacted** for and on behalf of JACOBS UK LIMITED.

[Signature] **Redacted under FOIA Section 40, Personal Information**

[Role] **Redacted under FOIA Section 40, Personal Information**

# 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, X7, X20, and Z2, Z5, Z6, Z7, Z8, Z9, Z10, Z13, Z16, Z22, Z44, Z46, Z49, Z50, Z51, Z100, Z101.

The *service* is the provision of Site Specific Development Reports for Submarine Disposal Capability

The *Client* is *Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland*

*Address for communications:* HMNB Devonport, Plymouth, PL2 2BG

*Address for electronic communications:* SDA-SDC@mod.gov.uk

The *Service Manager* is **Redacted under FOIA Section 40, Personal Information**

*Address for communications:* N/A

*Address for electronic communications:* SDA-SDC@mod.gov.uk

The *Scope* is in the Statement of Requirement.

The *language of the contract* is English.

The *law of the contract* is the law of England and Wales

The *period for reply* is four weeks.

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

The following matters will be included in the Early Warning Register  
delay in completion of identified work,

delay in meeting a Key Date,

impair the usefulness of the service to the Client or affect the work of the Client, and

a Client's contractor or another consultant.

Early warning meetings are held at intervals no longer than two weeks, which shall be raised if applicable during a Progress Meeting.

## 2 The Consultant's main responsibilities

The Milestones are detailed the in table below:

ID	Milestone Description	Delivery Date
1	a. Kick-off meeting/workshop with SDC Project Team. b. 1 x Outline Project Plan	Week commencing 12 May 2025 (Date to be agreed)
2	a. 2 x Site Condition Reports b. 1 x SSDR - Template (structure and outline content). c. Presentation to SDC Project d. 1 x Detailed Project Plan	02 June 2025 (Contract Award + 3 weeks)
3	a. 2 x SSDR - Draft 1 (V0.a) • (To include as a minimum, Site Condition, Concept of Operations and Concept Design). b. Presentation to SDC Project	21 July 2025 (Contract Award + 10 weeks)
4	a. 2 x SSDR - Final (V1.0) b. (To include as a minimum, Site Condition, Concept of Operations, Concept Design, Risks, Plan & Schedule, Cost & Finance. c. 1 x Summary Report – Final (V1.0) d. Presentation to SDC Project	25 August 2025 (Contract Award + 15 weeks)
5	a. 2 x SSDR - Final (V2.0) • (To include as a minimum, Site Condition, Concept of Operations, Concept Design, Risks, Plan & Schedule, Cost & Finance, Design Assessment & Substantiation, Findings, Conclusions & Recommendations b. 1 x Summary Report – Final (V2.0) c. Presentation to SDC Project	03 November 2025 (Contract Award + 25 weeks)
6	a. 2 x SSDR - Final (V3.0) • (To include as a minimum, Site Condition, Concept of Operations, Concept Design, Risks, Plan & Schedule, Cost & Finance,	01 December 2025 (Contract Award + 29 weeks)

	Design Assessment & Substantiation, Findings, Conclusions & Recommendations	
b.	1 x Summary Report – Final (V3.0)	
•	Updated to suitably address agreed issues/comments raised at stakeholder briefings	

**If the Client has identified work which is set to meet a stated condition by a key date**

The *key dates* and *conditions* to be met are as per the Statement of Requirement.

*condition* to be met

*key date*

2 x SSDR - Final (V3.0)

01 December 2025

1 x Summary Report – Final (V3.0)

### 3 Time

*The starting date* is 12 May 2025.

The *Client* provides access to the following persons, places and things in accordance with the Statement of Requirement.

The *Consultant* submits revised programmes at intervals no longer than two weeks, communicated within the Flash Report and/or Progress Meeting.

**If the Client has decided the completion date for the whole of the service**

The *completion date* for the whole of the *service* is 01 December 2025.

### 4 Quality Management

The period between Completion of the whole of the *service* and the *defects date* is N/A.

Quality Management shall be as per DEFCON 602b (Edn 12/06)  
Quality Assurance (without Quality Plan)

### 5 Payment

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

The period within which payments are made is 30 days after written acceptance of each milestone deliverable.

**If the Client states any expenses**

The *expenses* stated by the *Client* are N/A.



The *interest rate* is N/A.

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

The period within which payments are made is 30 days after written acceptance of each milestone deliverable.

The *Client* shall have an acceptance period to provide feedback and seek further clarification if required. The *Client* has the right to request, and the *Consultant* shall provide, a resubmission at no additional charge, if the deliverables are not in accordance with the Statement of Requirement. This will be communicated within the acceptance period.

## **6 Compensation events**

**If there are additional compensation events**

These are additional compensation events

N/A

## **8 Liability and insurance**

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

<b>event</b>	<b>cover</b>	<b>Period</b>
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, where the minimum amount of cover applies in the aggregate in any one period of insurance and except for claims arising out of asbestos fire safety/cladding claims where a lower level may apply in the aggregate	from the <i>starting date</i> until 6 years following completion of the whole of the <i>service</i> or earlier termination

loss of or damage to property or death of or bodily injury to a person (not an employee of the <i>Consultant</i> ) arising from or in connection with the <i>Consultant</i> Providing the Service	As required under Framework Agreement.	from the <i>starting date</i> until all notified Defects have been corrected or earlier termination
death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	As required under Framework Agreement	from the <i>starting date</i> until all notified Defects have been corrected or earlier termination

*The Consultant's* total liability to the *Client* for all matters arising under or in connection with the contract, other than the excluded matters, is limited to £5,000,000 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 electronic communications: SDA-SDC@mod.gov.uk*

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

**Option X1 Price  
adjustment for  
inflation (used  
only with options  
A and C)**

**N/A**

**Option X2  
Changes in the  
law**

**If Option X2 is used**

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

**Option X3 Multiple  
currencies**

**N/A**

**Option X5  
Sectional  
Completion**

**If Option X5 is used**

*The completion date for each section of the service is in accordance with the Statement of Requirement.*

<i>section</i>	<i>description</i>	<i>completion date</i>
1	Kick-off meeting & Plan	w/c 12 May 25
2	Site Condition Reports	02 Jun 25
3	2 x SSDR – Draft 1 (V0.a)	21 Jul 25
4	2 x SSDR – Final (V1.0)	25 Aug 25
5	2 x SSDR - Final (V2.0)	03 Nov 25
6	2 x SSDR – Final (V3.0)	01 Dec 25

**Option X6 Bonus  
for early  
Completion** N/A

***If X5 and X6 are  
used together*** N/A

**Option X7 Delay  
damages** If Option X7 is used  
Delay damages for Completion of the whole of the *service* are equal to 1.5% of the Total Price per day. Delay damages are capped at 14 days.

***If X5 and X7 are  
used together***

Delay damages for each *section* of the *service* are

<i>section</i>	<i>description</i>	<i>amount per day</i>
4	2 x SSDR – Final (V1.0)	1.5% of the Total Price
5	2 x SSDR - Final (V2.0)	1.5% of the Total Price
6	2 x SSDR – Final (V3.0)	1.5% of the Total Price

**Option X8  
Undertakings to  
Others** N/A

**Option X10  
Information  
modelling** N/A

***If no information  
execution plan is  
identified in part  
two of the  
Contract Data*** N/A

**Option X12  
Multiparty  
collaboration (not  
to be used with  
X20)** N/A

**X13 Performance  
bond**      **N/A**

**Option X18  
Limitation of  
liability**      **N/A**

**Option X20 Key  
performance  
indicators**      **If Option X20 is used**

*The incentive schedule* for Key Performance Indicators is N/A

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

**Option Y(UK)1  
Project bank  
account**      **N/A**

**Option Y(UK)2 The  
Housing Grants,  
Construction and  
Regeneration Act**      **N/A**

**Option Y(UK)3 The  
Contracts (Rights  
of Third Parties)  
Act**      **N/A**

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

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

**Option Z2 Identified and defined terms**

applies

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

does not apply

**Option Z5 Prevention of fraud and bribery**

applies

**Option Z6 Equality and diversity**

applies

**Option Z7 Legislation and Official Secrets**

applies

**Option Z8 Conflict of interest**

applies

**Option Z9 Publicity and Branding**

applies

**Option Z10 Freedom of information**

applies

**Option Z13 Confidentiality and Information Sharing**

applies

**Option Z14 Security Requirements**

applies

**Option Z16 Tax Compliance**

applies

**Option Z22 Fair payment**

applies

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

does not apply

**Option Z44 Intellectual Property Rights**

DEFCON 703

**Option Z45 HMRC Requirements**

does not apply

**Option Z46 MoD DEFCON Requirements**

The following DEFCONs apply:

DEFCON 21 (Edn 06/21) – Retention of Records

DEFCON 76 (Edn 11/22) – Contractor's Personnel at Govt Establishments

DEFCON 501 (Edn 10/21) – Definitions and Interpretations

DEFCON 503 (Edn 06/22) – Formal Amendments to the Contract

DEFCON 507 (Edn 07/21) – Delivery

DEFCON 514 (Edn 08/15) – Material Breach

DEFCON 515 (Edn 06/21) – Bankruptcy and Insolvency

DEFCON 518 (Edn 02/17) – Transfer

DEFCON 616 (Edn 04/12) – Equality

DEFCON 520 (Edn 10/23) – Corrupt Gifts and Payments of Commission

DEFCON 522 (Edn 11/21) – Payment and Recovery of Sums Due

DEFCON 524 (Edn 12/21) – Rejection

DEFCON 525 (Edn 10/98) – Acceptance

DEFCON 526 (Edn 08/02) – Notices

DEFCON 530 (Edn 12/14) – Dispute Resolution (English Law)

DEFCON 531 (Edn 09/21) – Disclosure of Information

DEFCON 532A (Edn 05/22) – Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

DEFCON 539 (Edn 01/22) – Transparency

DEFCON 540 (Edn 05/23) – Conflict of Interest

DEFCON 566 (Edn 10/20) – Change of Control of Contractor

DEFCON 601 (Edn 04/14) – Redundant Materiel

DEFCON 602b (Edn 12/06) – Quality Assurance (without Quality Plan)

DEFCON 604 (Edn 06/14) – Progress Report

DEFCON 609 (Edn 07/21) – Contractor's Records

DEFCON 611 (Edn 12/22) – Issued Property

DEFCON 620 (Edn 06/22) – Contract Change Control Procedure  
DEFCON 630 (Edn 02/18) – Framework Agreements  
DEFCON 632 (Edn 11/21) – Third Party Intellectual Property – Rights and Restrictions  
DEFCON 642 (Edn 07/21) – Progress Meetings  
DEFCON 658 (Edn 10/22) – Cyber  
DEFCON 656A (Edn 08/16) – Termination for Convenience under £5m.  
DEFCON 660 (Edn 12/15) – Official-Sensitive Security Requirements  
DEFCON 694 (Edn 07/21) – Accounting for Property of the Authority  
DEFCON 703 (Edn 06/21) – IPR – 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>

**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

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

does not apply

**Option Z100 Data Protection**

applies

**Option Z101 Cyber Essentials**

applies



Other <i>Additional</i> <i>conditions of</i> <i>contract</i>	N/A
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## Part two – Data provided by the *Consultant*

### 1 Statements given in all contracts

The *Consultant* is **Jacobs UK Limited**

*Address for communications* **West Wing, 1 Glass Wharf, Temple Quay,  
Bristol BS2 0ZX**

*Address for electronic communications*

**Redacted under FOIA Section 40, Personal Information**

The *fee percentage* is **N/A**

The *key persons* are

Name: **Redacted under FOIA Section 40, Personal Information**

Job **Project Manager**

Responsibilities **Site Specific Development Reports Project Manager**

Experience

- **Project and Programme management**
- **CV included**

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

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

If the *Consultant* is  
to provide the Scope

The Scope provided by the *Consultant* is in **N/A.**

### 3 Time

If a programme is to  
be identified in the  
Contract Data

The programme identified in the Contract Data is **N/A.**

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

The *completion date* for the whole of the *service* is **N/A.**

### 5 Payment

If the *Consultant* states any expenses

The expenses stated by the *Consultant* are

• item	• amount
• N/A.	• N/A.

If Option A or C is used

The activity schedule is Below

Milestone	Delivery Date	Acceptance Criteria	£Value
Deliverable 1	CA + 1 week	Delivery by e-mail	-
Deliverable 2	CA+ 3 weeks	Delivery by e-mail	Redacted under FOIA Section 43 Commercial Interests Exemption.
Deliverable 3	CA + 10 weeks	Delivery by e-mail	Redacted under FOIA Section 43 Commercial Interests Exemption.
Deliverable 4	CA + 15 weeks	Delivery by e-mail	Redacted under FOIA Section 43 Commercial Interests Exemption.
Deliverable 5	CA + 25 weeks	Delivery by e-mail	Redacted under FOIA Section 43 Commercial Interests Exemption.
Deliverable 6	CA + 29 weeks	Delivery by e-mail	Redacted under FOIA Section 43 Commercial Interests Exemption.
<b>Core Contract Total</b>			Redacted under FOIA Section 43 Commercial Interests Exemption.
Option 1 (only if invoked by the Client)		Delivery by e-mail	Redacted under FOIA Section 43 Commercial Interests Exemption.
Core Contract + Option 1			£1,102,287.13

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The tendered total of the Prices including Contract Options is  
**£1,102,287.13**

**Resolving and  
avoiding disputes**

The *Representatives* of the *Consultant* are

**Redacted under FOIA Section 40, Personal Information**

*Address for communications* **West Wing, 1 Glass Wharf, Temple Quay, Bristol BS2 0ZX**

*Address for electronic communications*

**Redacted under FOIA Section 40, Personal Information**

The *Senior Representatives* of the *Consultant* are

**Redacted under FOIA Section 40, Personal Information**

*Address for communications* **West Wing, 1 Glass Wharf, Temple Quay, Bristol BS2 0ZX**

*Address for electronic communications*

**Redacted under FOIA Section 40, Personal Information**

**Option X10  
Information  
modelling**

If Option X10 is used: **N/A**.

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

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

**Option Y(UK)1  
Project bank  
account**

If Option Y(UK)1 is used: **N/A**

The *project bank* is **N/A**

*named suppliers* are **N/A**

**Data for the  
Schedule of Cost**

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**Components (used  
only with Options C  
and E)**

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

location

*overhead percentage*

**N/A**

**N/A**

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

The *people rates* are:

**Redacted under FOIA Section 43 Commercial Interests Exemption.**

