

Professional Service Contract

Contract Data Forms

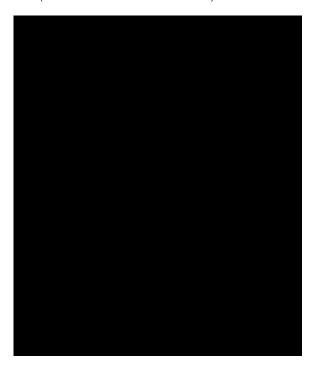
June 2017 (with amendments January 2019)

This agreement is made between the *Client*, the *Consultant* and the Named Suppliers.

Terms in this agreement have the meanings given to them in the contract between the Environment Agency and for the provision of C16009 DPIP Workstream 3a (the *service*).

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

The Consultant was appointed to the framework and executed the framework agreement (with reference number RM6165).



Contract Data

PART ONE - DATA PROVIDED BY THE CLIENT

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

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 secondary Options of the NEC4 Professional Service Contract June 2017 (with amendments January 2019)

Main Option

Α

Option for resolving and avoiding disputes

W2

Secondary Options

X2, X9, X10, X11, X18, Y(UK)2, Z1, Z2, Z8, Z9, Z12

The service is

For a project team to delivery the project outcomes required under Workstream 3a – a summary is provided below:

- Data quality and completeness
 - Develop a Data Roadmap
 - Complete a gap analysis
 - Develop a data strategy
- Reporting and management information
 - Develop a stakeholder map
 - Training developed to articulate KPIs
- Systems and tools
 - Create a training pathway
 - Define data and system custodianship

The Client is

Name

Address for communications

Address for electronic communication

The Service Manager is

Name

Address for communications

Address for electronic communication

The Scope is in

PSC scope template Workstream 3a



	The language of the contract is	English		
	The law of the contract is the law of	England and Wales, subject to the jurisdiction of the courts of England ar Wales		
	The period for reply is	2 weeks	exc	ept that
	• The period for reply for	n/a	is	n/a
	• The period for reply for	n/a	is	n/a
	The period for retention is 6 year The following matters will be included in the n/a	(s) following Comp Early Warning Reg		er termination
	Early warning meetings are to be held at in longer than	tervals no	2 weeks	
	longor than		2 WOOK	
2 The Consultant's ma	in responsibilities			
If the <i>Client</i> has identified work which is set to meet	The key dates and conditions to be met are			
a stated condition by a key	condition to be met		key date	
date	(1) n/a		n/a	
	(2) n/a		n/a	
	(3) n/a		n/a	
If Option A is used	The <i>Consultant</i> prepares forecasts of the intervals no longer than	total <i>expenses</i> at	n/a	
	mervals no longer than		11/a	
If Option C or E is used	The Consultant prepares forecasts of the plus Fee and expenses at intervals no long		4 weeks	
3 Time				
	The starting date is			

	The Clie	<i>nt</i> provides a	access to the	e followin	g per	sons, places and	d things	
	acc	ess				ć	access date	
	(1)	n/a					n/a	
	(2)	n/a					n/a	
	(3)	n/a					n/a	
		<i>Consultant</i> su er than	ıbmits revise	ed progra	mme	s at intervals no	4 weeks	
If the <i>Client</i> has decided the <i>completion date</i> for the whole of the <i>service</i>	The d	completion da	te for the wh	nole of the	e serv	vice is		
If no programme is identified in part two of the Contract Data	-	period after the				ich the acceptance is	2 weeks	
4 Quality management	nt							
	The	period after th	ne Contract [Date withi	n wh	ich the <i>Consultar</i>	nt	
	is to	submit a qua	lity policy sta	atement a	nd qu	uality plan is	4 weeks, if not previously provided the Consultant	l by
		period between he <i>defects da</i>	=	on of the	whole	e of the service	52 weeks	
5 Payment								
3 i ayını c nı	Tho or	urrency of the	contractic	tho			£ sterling	
		-		uie				
	The as	ssessment in	<i>terval</i> is				Monthly	
If the <i>Client</i> states any expenses	-	enses stated	by the <i>Clier</i>	nt are				
	item				7 7	amount		
	n/a				<u> </u> -	n/a		
	n/a					n/a		
	The in	terest rate is	2	% p	er an	num (not less tha	an 2) above the	
	Base			rate	of the	e Bank of Engl	land b	ank
If the period in which payments are made is not three weeks and Y(UK)2 is	The pe	eriod within w	hich payme	nts are m	ade i	s		
not used If Option C or E is used and the <i>Client</i> states any locations	Consu for the	cations for wl Itant provides cost of supp fice overhead	a charge ort people					

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The Consultant's share percentages and the share ranges are

share range Consultant's share percentage less than n/a n/a % n/a % to n/a from from n/a % to n/a % greater than n/a % n/a % The exchange rates are those published in n/a n/a (date)

If Option C or E is used

6 Compensation events

If there are additional

These are additional compensation events
n/a

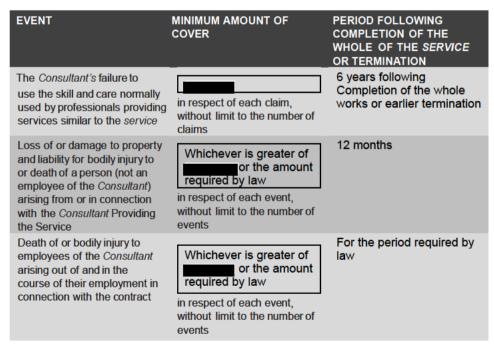
8 Liabilities and insurance

If there are additional Client's liabilities

These are additional Client's liabilities

(1)	n/a
(2)	n/a
(3)	n/a

The minimum amount of cover and the periods for which the *Consultant* maintains insurance are



The Consultant provides these additional insurances

(1) Insurance against	n/a
Minimum amount of cover is	n/a

The deductibles are	n/a			
(2) Insurance against	n/a			
Minimum amount of cover is	n/a			
The deductibles are	n/a			
(3) Insurance against	n/a			
Minimum amount of cover is	n/a			
The deductibles are	n/a			
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				

Resolving and avoiding	ng disputes		
	The <i>tribunal</i> is	Litigation	in the courts
f the <i>tribunal</i> is arbitration	The arbitration procedure is	n/a	
	The place where arbitration	1-	
	is to be held is	n/a	an addition to a life the Double and a second and a
			an arbitrator if the Parties cannot agree a ot state who selects an arbitrator is
	The Senior Representatives of	the <i>Client</i> are	9
	Name (1)		'To be determined at referral stage'
	Address for communication	S	
	Address for electronic comm	munications	
	Name (2)		
	Address for communication	S	
	Address for electronic comm	munications	
	The Adjudicator is		
	Name		'to be confirmed'
	Address for communication	S	'to be confirmed'
	Address for electronic comm	munications	'to be confirmed'
	The Adjudicator nominating be	ndvis	Institution of Civil Engineers

X2: Changes in the law

If Option X2 is used

The law of the project is

The law of England and Wales, subject to the jurisdiction of the courts of England and Wales

X9: Transfer of Intellectual Property Rights

X10: Information modelling

If Option X10 is used

If no information execution plan is identified in part two of the Contract Data

The period after the Contract Date within which the Consultant is to submit a first Information Execution Plan for acceptance is

4 weeks

X11: Termination by the Client

X18: Limitation of liability

If Option X18 is used

The Consultant's liability to the Client for indirect or consequential loss is limited to

The Consultant's liability to the Client for Defects that are not found until after the defects date is limited to

The end of liability date is 6

years after the Completion of the whole of the service

Y(UK)1: Project Bank Account

Charges made and interest paid by the *project bank*

The *Consultant* **is not** to pay any charges made and to be paid any interest paid by the *project bank*.

Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

If Option Y(UK)2 is used and the final date for payment is not fourteen days after the date on which payment becomes due The period for payment is 14 days after the date on which payment becomes due

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Z: Additional conditions of contract

If Option Z is used The additional conditions of contract are

Z1 Disputes:

Option W2 subclause W2.1(4) is deleted. The Parties agree that adjudication under Clause option W2 should only commence if the dispute resolution procedure has been exhausted and that the dispute resolution procedure in the Framework, takes precedence over Option W2.

Z2 Prevention

The text of clause 18 Prevention is deleted.

Delete the text of clause 60.1(12) and replace with:

The service is affected by any of the following events

- War, civil war, rebellion, revolution, insurrection, military or usurped power;
- Strikes, riots and civil commotion not confined to the employees of the Consultant and sub consultants,
- lonising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel,
- Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device,
- · Natural disaster,
- · Fire and explosion,
- Impact by aircraft or other aerial device or thing dropped from them.

Z8 Requirement for Invoice

Insert the following sentence at the end of clause 51.1:

The Party to which payment is due submits an invoice to the other Party for the amount to be paid within one week of the Service Manager's certificate.

Delete existing clause 51.2 and insert the following:

51.2 Each certified payment is due on the later of

- one week after the paying Party receives an invoice from the other Party and
- three weeks after the assessment date, or, if a different period is stated in the Contract Data, within the period stated. If a certified payment is late, or if a payment is late because the Service Manager has not issued a certificate which should be issued, interest is paid on the late payment. Interest is assessed from the date by which the late payment should have been made until the date when the late payment is made, and is included in the first assessment after the late payment is made.

Z9 Conflict of Interest

The Consultant immediately notifies the Client of any circumstances giving rise to or potentially giving rise to conflicts of interest relating to the Consultant (including without limitation its reputation and standing) and/or the Client of which it is aware or which it anticipates may justify the Client taking action to protect its interests. Should the Parties be unable to remove the conflict of interest to the satisfaction of the Client, the Client, in its sole discretion, may terminate this Contract.

Z12 Waiver

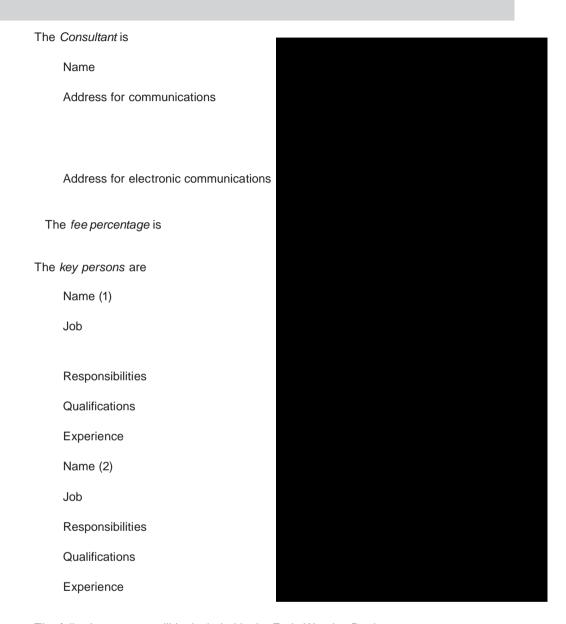
No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party by the Service Manager in writing in accordance with the Contract, and with express reference to Clause Z12. The failure of either party to insist upon strict performance of the Contract, or any failure or delay in exercising any right or remedy shall not constitute a waiver or diminution of the obligations established by the Contract.

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PART TWO - DATA PROVIDED BY THE CONSULTANT

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

1 General



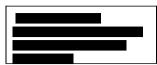
The following matters will be included in the Early Warning Register



2 The Consultant's main responsibilities

If the *Consultant* is to provide Scope

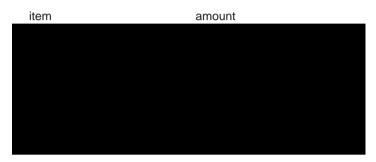
The Scope provided by the Consultant is in



5 Payment

If the Consultant states expenses

The expenses stated by the Consultant are any



If Option A or C is used

The activity schedule is

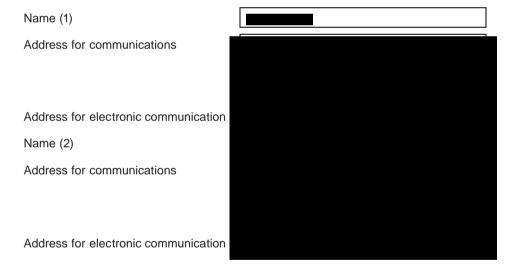
If Option E is used

The forecast of the prices is



Resolving and avoiding disputes

The Senior Representatives of the Consultant are



X10: Information modelling

If Option X10 is used

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

The *information execution plan* identified in the Contract Data is

Data for the Schedule of Cost Components (used only with Options C or E)

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

location	overhead percentage)
N/A	N/A	%
N/A	N/A	%
N/A	N/A	%

