



DATED 9th August 2022

COMMENCEMENT AGREEMENT

The Partnering Team members as named below, in accordance with and subject to the terms of a partnering contract dated 19 November 2021 (the "Partnering Contract") made between them in relation to:

Project: The building of a new houseblock and refurbishment of other ancillary areas as described in the Project Brief

Site: HMP Stocken, 2 Stocken Hall Rd, Stretton, Oakham, LE15 7RD (as more particularly described below)

Commencement Agreement	
Appendix	Title
A	Project Timetable
B	Construction Phase Plan
C	Pre-commencement surveys
D	Planning Issues
E	<p>Developed Project Brief and Project Proposals including:</p> <ul style="list-style-type: none"> • Signed DPP Form of Tender • Summary scope of works • Sequence drawings • Drawing Register • Specifications and Drawings • Sustainability Statement • Quality Management Plan • Statement of any derogations from MOJ standard specifications • Whole life costing statement
F	List of Specialists
G Part 1	<p>Agreed Maximum Price and Price Framework including:</p> <ul style="list-style-type: none"> • Summary of the AMP • Cash flow forecast
G Part 2	Risk Register
H	Site Waste Management Plan
J	Evidence of insurance



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HMP STOCKEN

K	Key Performance Indicators (which are intended for the avoidance of doubt to be a substitute and replacement for the version(s) annexed to the Project Partnering Agreement)
L	Queries raised by the Technical Assessors and the responses to these queries
M	Consultant Services Schedule and Consultant Payment Terms (which are intended for the avoidance of doubt to be a substitute and replacement for the version(s) annexed to the Project Partnering Agreement)
N	4.20 Meeting Minutes
O	Decant Protocol - not used
P	Free Issue Materials

The Partnering Team members:

Client	Secretary of State for Justice
Constructor and Principal Designer	Wates Construction Limited
Cost Consultant	Pick Everard

Agree under this Commencement Agreement that:

- (A) Words and expressions used in this Commencement Agreement shall have the same meanings as in the Partnering Contract unless otherwise specified.
- (B) To the best of their knowledge the Project is ready to commence at the Site.
- (C) The following detail shall apply by reference to the listed clauses of the Partnering Terms:

Reference in Partnering Terms	
	PART A – GENERAL
General	The Site is more particularly described at:- <ul style="list-style-type: none">The areas shown as Group 1, Group 2, Group 3, and associated spaces listed within the key on the plan at Annex 6 of this Commencement Agreement
	PART B – PARTICULARS



Reference in Partnering Terms	
Clause 2.11	The Third Party Agreements provided to the Partnering Team are: None
Clause 5A	The Constructor's Key Personnel shall be: <ul style="list-style-type: none">• [REDACTED]
Clause 6.2	The Project Timetable is set out at: <ul style="list-style-type: none">• Appendix A – Project Timetable
Clause 6.2	The Date of Possession is: <ul style="list-style-type: none">• 16th May 2022
Clause 6.2	The Date for Completion is: <ul style="list-style-type: none">• Section 1- Car Park & External Store – 24/01/2023• Section 2 – OMU – 07/07/2023• Section 3 – Multifath – 24/07/2023• Section 4 – Workshop – 06/09/2023• Section 5 – Houseblock – 20/10/2023• Section 6 - Gym, Gatehouse, Visits, Kitchen, Classrooms - 14/11/2023
Clause 6.3 if applicable	The Sections in respect of the Project are: <ul style="list-style-type: none">• Section 1- Car Park & External Store• Section 2 – OMU• Section 3 – Multifath• Section 4 – Workshop• Section 5 – Houseblock• Section 6 - Gym, Gatehouse, Visits, Kitchen, Classrooms <p>In each case as more particularly described in the Project Brief.</p>
Clauses 6.4 and 29	Parts of the Site in non-exclusive possession: <ul style="list-style-type: none">• All of the Site
Clause 7.1	The Principal Designer is: <ul style="list-style-type: none">• Wates Construction Limited (or any successor appointed by the Client from time to time)



Reference in Partnering Terms	
Clause 7.1	The "principal contractor" is: <ul style="list-style-type: none">• Wates Construction Limited (or any successor appointed by the Client from time to time)
Clause 7.1	The Construction Phase Plan is set out at: <ul style="list-style-type: none">• Appendix B
Clause 8	The Project Brief is set out at: <ul style="list-style-type: none">• Appendix E
Clause 8	The Project Proposals are set out at: <ul style="list-style-type: none">• Appendix E
Clause 8	The additional Client's Consents are: <ul style="list-style-type: none">• None
Clause 12	The Agreed Maximum Price is: <ul style="list-style-type: none">• £39,839,488 (thirty-nine million, eight hundred and thirty-nine thousand four hundred and eighty eight pounds) exclusive of VAT
Clause 12	The Price Framework is set out at: <ul style="list-style-type: none">• Appendix G Part 1 – AMP
Clause 13.2	The shared savings arrangements, shared added value and pain/gain Incentives between Partnering Team members in respect of the Project: <ul style="list-style-type: none">• Not applicable
Clause 13.3	The Incentives that link payment to achievement of the Date for Completion or any Targets are: <ul style="list-style-type: none">• Not applicable
Clause 15.5	Free Issue Materials are set out at: <ul style="list-style-type: none">• Appendix P



Reference in Partnering Terms	
Clause 19.1	Insurance of the Project by: <ul style="list-style-type: none">Wates Construction Limited
	in the names of: <ul style="list-style-type: none">Wates Construction LimitedThe Secretary of State for Justice
	with waiver of rights of subrogation against: <ul style="list-style-type: none">The Secretary of State for Justice
	with the following percentage addition for fees: <ul style="list-style-type: none">15%
Clause 19.1	The Client elects to "self-indemnify" the existing buildings and property at the Site and in doing so accepts all of the Client's associated risks arising out of or in relation to such "self-indemnification" provided always that the Partnering Team shall exercise the standard of care referred to at 22.1 in carrying out any works and/or services in relation to the existing structures and shall be responsible for any damage that may result from its negligence and/or wilful default. In accordance with the Client's decision to "self-indemnify", the Client does not require any additional premium / cost from the Constructor or the Consultants.
Clause 19.1	Insurance (if any) of third party property damage by: <ul style="list-style-type: none">ConstructorClient RepresentativeCost ConsultantSub Consultant WT Partnership
	In the following amount: <ul style="list-style-type: none">Constructor £50mClient Representative £10mCost Consultant £5mSub Consultant WT Partnership £5m
Clause 19.5 if applicable	Environmental Risk Insurance by: <ul style="list-style-type: none">None Required



Reference in Partnering Terms	
Clause 19.6 if applicable	Latent Defects Insurance by: <ul style="list-style-type: none"> None Required
Clause 19.7 if applicable	Whole Project Insurance by: <ul style="list-style-type: none"> None Required
Clause 19.9	A parent company guarantee is required in the form set out in Annex 1.
Clause 19.9	A performance bond is not required.
Clause 19.9	An advance payment bond is not required.
Clause 20.19	A Project Bank Account will be used.
Clause 21.9	<p>The Parties agree that notwithstanding clause 21.9 of the Partnering Terms if the Constructor fails to achieve completion of any Section by the relevant Date for Completion the Client shall be entitled either to:</p> <p>(1) require the Constructor to pay to the Client liquidated and ascertained damages at the applicable rate specified in the Commencement Agreement for the period between the relevant Date for Completion and its associated Completion Date and the Client may recover the same as a debt; or</p> <p>(2) deduct from monies otherwise due to the Constructor liquidated and ascertained damages at the applicable rate specified in the Commencement Agreement for the period between the relevant Date for Completion and its associated Completion Date.</p> <p>The rate of liquidated damages is as follows:</p> <ul style="list-style-type: none"> Section 1- Car Park & External Store – £0 Section 2 – OMU – £0 Section 3 – Multifith – £0 Section 4 – Workshop – £22,750 per week (or part thereof) Section 5 – Houseblock – £0 per week for the first 4 weeks following the relevant Date for Completion (liquidated damages free period), then £15,810 per week (or part thereof) thereafter Section 6 - Gym, Gatehouse, Visits, Kitchen, Classrooms - £0 <p>If the Constructor fails to achieve completion of Sections 4 and 5 by the relevant Date for Completion the maximum amount the Client shall be entitled to be paid or deduct from the Constructor pursuant to clause 21.9 shall be £22,750 (twenty-two thousand seven hundred and fifty five pounds) per week.</p>
Clause 21.11	The Retention is 3% of all sums due to the Constructor under the Partnering Contract.



Reference in Partnering Terms	
Clause 22.5	<p>The Manufacturers are:</p> <ul style="list-style-type: none"> • Precast Concrete Structure – Precast Concrete Structures Limited • Structural Steel – TBC • Windows – Game Engineering Limited • Roofing/ cladding – TBC • Metalwork – TBC • Building Management System – TBC • Photovoltaics – TBC • Fire & Security – TBC • Smoke Extract – TBC • Underfloor Heating – TBC • Lightning Protection – TBC • Data & TV – TBC • Security Fencing (foundations) – Binns Fencing Limited • Groundworks (retaining wall) - TBC
Clause 25.5	<p>The Commercially Sensitive Information is as follows:</p> <ul style="list-style-type: none"> • None Required
Clause 25.6	<p>The Data Protection Schedule is annexed to this Commencement Agreement at Annex 4.</p>
Clause 28	<p>The Special Terms (if any) that are in addition to those set out in, attached to or referred to in the Project Partnering Agreement, are as follows:</p>
28.1 Communications	<p>In Clause 3.2 (Methods of Communication) delete "in writing by receipted hand delivery or recorded delivery post or fax or (if the Partnering Team members have signed an appropriate procedural agreement) e-mail, in each case effective from the date of its delivery to the address of the relevant Partnering Team member set out in the Project Partnering Agreement or any Joining Agreement or to such other address as a Partnering Team member shall notify to the other Partnering Team members." and insert "via CEMAR, in each case effective from the date of its delivery if delivered before 5pm on a Working Day or if after this time then effective from the date of the next Working Day."</p>
28.2 Free Issue Materials	<p>At the end of Clause 15.5(iv)(3) add the following words:</p> <p>"and/or confirm that no rectification of the defective item is required;"</p> <p>In Clause 15.5(iv)(4) line 9 after the cross reference 15.5(iii)(1) add the following words:</p> <p>"where the Client has arranged for any defective Free Issue Materials to be rectified and/or replaced (but not for the avoidance of doubt where the Client has confirmed that no rectification of the defective item is required)"</p> <p>Add a new clause 15.5(v) as follows:</p> <p>"The Parties agree that following the expiration of the Free Issue Inspection Period (or following the inspection of any shorter period specified by a party other than the Client where that party</p>



Reference in Partnering Terms	
	<p>has delivered the Free Issue Materials) the Constructor shall not raise any claim pursuant to Clause 18.3 and/or 18.5 and/or 18.6 in relation to any shortage and/or any defect in the Free Issue Materials if such shortage and/or defect was not notified by the Constructor during the Free Issue Inspection Period."</p> <p>The "Free Issue Inspection Period" under Annex 1 shall be five (5) Working Days in respect of any defective Free Issue Materials and twenty (20) Working Days in respect of any missing Free Issue Materials.</p>
28.3 COVID-19	<p>Insert new clause 18.3(xv) as follows:</p> <p>"the Constructor's ability to undertake the Project is directly affected by a COVID-19 Event provided always in relation to COVID-19 that the Constructor has complied with its obligations pursuant to clause 25.17;"</p> <p>"COVID-19 Event" to be defined as "the Constructor (a) is unable to access the Site due to restrictions put in place by the government in relation to COVID-19 (b) is unable to attend Site due to an outbreak of COVID-19 in the prison population or (c) has to comply with any revisions to the CLC Site Operating Procedures in relation to COVID-19."</p> <p>In clause 18.5 and 18.6 after "18.3(xiii)" add "and/or 18.3(xv)".</p>
28.4 Asbestos	<p>Insert new clause 18.3 (xvi) as follows:</p> <p>"if the Constructor encounters Asbestos at the Site that was not identified in the asbestos register or preconstruction surveys;"</p> <p>Asbestos to be defined as "has the meaning given to it in the Control of Asbestos Regulations 2012 SI 2012/832."</p>
28.5 Physical Obstructions and Contamination	<p>Insert new clause 18.3(xvii) as follows:</p> <p>"If the Constructor encounters any Adverse Site Conditions at the Site that are Unforeseeable."</p> <p>Adverse Site Condition to be defined as "the presence at or within the perimeter of the Site of any Physical Obstruction(s) and/or Contamination."</p> <p>Contamination to be defined as "means any pollutants or contaminants, including any chemical, industrial, radioactive, dangerous, medical / biomedical and sharps waste, toxic or hazardous substances, waste or residue (whether in solid, semi-solid or liquid form or a gas or vapour) but excludes hydrocarbons."</p> <p>Physical Obstructions to be defined as "means any physical obstruction(s) of any type and/or nature located at sub-surface level at the Site (excluding any obstructions of any type and/or nature relating to any existing and/or historic services.)"</p> <p>Unforeseeable to be defined as "in respect of any potential Adverse Site Condition, it would not have been reasonably foreseeable to an experienced contractor as at the date of the Commencement Agreement, exercising the standard of care referred to at clause 22.1 and having</p>



Reference In Partnering Terms	
	<p>(i) regard to any condition(s) referred to in and/or reasonably inferable from the site surveys that may be carried out prior to entering into the Commencement Agreement;</p> <p>(ii) regard to the Project Brief,</p> <p>(iii) regard to the same information concerning the Site as expressly identified and/or documented by the Constructor as part of any Pre-Construction Agreement at the date of the Commencement Agreement (whether or not communicated by it to (or communicated to it by or on behalf of) the Client),</p> <p>(iv) undertaken a visual inspection of the Site and its surroundings, and</p> <p>(v) regard to any relevant publicly available information in respect of the Site,</p> <p>provided always that if there is any inconsistency within the information and/or knowledge referred to in the bulleted items above, the Constructor shall be assumed to have taken into account the conditions at the Site less favourable to undertaking the Project."</p>
28.6 Materials Schedule	<p>Add a new Special Term 28.3 as follows:</p> <p>"The Parties agree and acknowledge that Annex 2 (Materials Schedule) hereto shall form part of the Partnering Terms between the Parties."</p>
28.7 Project Bank Account	<p>Clause 20.19 to be amended to read:</p> <p>"The Client and the Constructor shall at the same time as entering into the Commencement Agreement enter into the Bank Account Agreement and the Trust Deed and the Constructor shall obtain signature to the Bank Account Agreement and the Trust Deed by those Specialists or sub-sub-contractors identified at that stage to be Bank Account Parties."</p> <p>Clause 20.20 to be amended to read:</p> <p>"The Constructor shall:</p> <p>(a) nominate individuals authorised to issue instructions to the Bank;</p> <p>(b) authorise those individuals to issue instructions to the Bank to allow payments to be made to the Bank Account Parties in accordance with the terms of the Bank Account as and when required; and</p> <p>(c) not cancel the nomination of any such individual without the prior consent of the Client."</p> <p>New clauses to be added as follows:</p> <p>"20.22A The Constructor pays any charges and is paid any interest in relation to the Bank Account.</p> <p>20.22B The Constructor provides to the Client copies of communications with the Bank in connection with the Bank Account.</p>



Reference in Partnering Terms	
	<p>20.22C The Constructor includes in its contracts with the Bank Account Parties the arrangements in this contract for the operation of the Bank Account and the Trust Deed. The Constructor notifies the Bank Account Parties of the details of the Bank Account and the arrangements for payment of amounts due under their contracts.</p> <p>20.22D The Contractor submits proposals for adding a Specialist and/or sub-sub-contractor to the Bank Account Parties to the Client via CEMAR. If accepted by the Client the Constructor shall procure that such Specialist or sub-sub-contractor who is not a party to the Trust Deed but becomes a party to the Bank Account Agreement shall sign a Joining Deed.</p> <p>20.22E No later than one day before the final date for payment, the <i>Client</i> makes payment to the Bank Account of the amount which is due to be paid to the <i>Constructor</i>.</p> <p>20.22F The <i>Constructor</i> makes payment to the Bank Account of:</p> <ul style="list-style-type: none">• any amount not paid by the <i>Client</i> and• any amount required to make payment in full to the Bank Account Parties. <p>20.22G The Constructor prepares the Authorisation, setting out the sums due to the Bank Account Parties as assessed by the Constructor and to the Constructor for the balance of the certified payment. After signing the Authorisation, the Contractor submits it to the Employer and then submits it to the Bank. The Constructor provides the Client with such information as it may reasonably require to understand the payments to be made from the account including names of Bank Account Parties and relevant amounts.</p> <p>20.22H The Constructor and the Bank Account Parties receive payment from the Project Bank Account of the sums set out in the Authorisation as soon as practicable after the Project Bank Account receives payment.</p> <p>20.22I A payment which is due from the Constructor to the Client is not made through the Project Bank Account.</p> <p>20.22J Payments made from the Project Bank Account are treated as payments from the Client to the Constructor in accordance with this contract or from the Constructor or Specialist to Bank Account Parties in accordance with their contracts as applicable.</p> <p>20.22K If this contract is terminated, no further payment is to be made into the Project Bank Account."</p> <p>The relevant definitions to be amended as follows:</p> <p>"Bank Account Parties — the Constructor, those Specialists or sub-sub-contractors who execute the Bank Account Agreement and any Specialists or sub-sub-contractors who may subsequently become a party to the Bank Account Agreement;</p>

Reference in Partnering Terms	
	<p>Joining Deed – the agreement set out at Part B of Annex 3 to the Commencement Agreement.</p> <p>Trust Deed - the agreement set out at Part A of Annex 3 to the Commencement Agreement."</p>
28.8 Audit	<p>Amend Clause 20.24(ii) so that it reads:</p> <p>"Each Partnering Team member shall allow the Client and its representatives and any regulatory authority (including, without limitation, the Competition and Markets Authority) such access to its Contract Records as may be required by the Client or any regulatory authority from time to time."</p> <p>Amend Clause 20.24(iii) so that it reads:</p> <p>"Without prejudice to the generality of Clause 25.14(ii), each Partnering Team member shall permit and shall procure that all Non-Client Personnel shall permit</p> <ul style="list-style-type: none"> (i) the Comptroller and Auditor General (and their appointed representatives) access, free of charge and during normal business hours on reasonable notice, to the Framework Records for the purposes of the financial audit of the and for carrying out examinations into the economy, efficiency and effectiveness with which the Client has used resources in connection with this Framework Agreement and any Call-Off Contract, as well as provide such explanations as are reasonably required for these purposes; and (ii) any regulatory authority (including, without limitation, the Competition and Markets Authority) access, free of charge and during normal business hours on reasonable notice, to the Contract Records and shall comply with any requirements of such regulatory authority in respect of any audit of the Contract Records."
28.9 Data Protection	<p>Delete Clause 25.6 and substitute as follows:</p> <p>"25.6 Data protection</p> <ul style="list-style-type: none"> (i) Each of the Parties including the personnel (which term for the purposes of this clause shall include directors, officers, employees, servants, agents, consultants, suppliers and sub-contractors) of each Party will comply with all applicable requirements of the Data Protection Legislation and shall not knowingly or negligently by any act or omission, place the other Party in breach, or potential breach of Data Protection Legislation. This clause 25.6(i) is in addition to and does not relieve, remove or replace a Party's obligations under the Data Protection Laws. (ii) The Parties acknowledge that they may need to Process Personal Data relating to the other Parties personnel (in the respective capacities as Controllers) in order to (as appropriate): (a) administer and provide the Project; (b) request and receive the Project; (c) request or grant access to sites, including security and background checks where required; (e) compile, dispatch and manage the payment of invoices relating to the Project; (f) manage the contract and resolve any disputes relating to it; (g) respond and/or raise general queries relating to the Project; and (h) comply with their respective obligations under the contract (the "Permitted Purposes"). (iii) Each Party shall Process such Personal Data relating to each Party's personnel for the Permitted Purposes in accordance with their own fair processing notices



Reference in Partnering Terms	
	<p>(which each Party shall make available to the other Parties). The Parties acknowledge that they may be required to share Personal Data with the Client Consultants, Other Consultants, in the case of the Constructor its group companies, and other relevant parties in order to carry out the activities listed in clause 25.6(ii) and in doing so each Party will ensure that the sharing and use of this Personal Data complies with applicable Data Protection Laws.</p> <p>(iv) Each Party shall ensure that all fair processing notices have been given to (and as applicable consents obtained from) the relevant Data Subjects and are sufficient in scope to allow the other Parties to Process the Personal Data as anticipated by clauses 25.6(ii) and 25.6(iii).</p> <p>(v) Without limiting the foregoing, the Constructor and each Consultant shall:</p> <ul style="list-style-type: none">• only Process the Personal Data for the Permitted Purposes;• make due notification to the Information Commissioner's Office (or other such regulatory authority as required by Data Protection Laws), including in relation to its use and Processing of the Personal Data and comply at all times with the Data Protection Legislation;• maintain complete and accurate records and information to demonstrate its compliance with this clause 25.6. This requirement does not apply where the Constructor or Consultant employs fewer than 250 staff, unless:<ul style="list-style-type: none">• the Client determines that the Processing is not occasional;• the Client determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or• the Client determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects;• prepare and/or support the Client (as applicable) in preparing, any Data Protection Impact Assessment prior to commencing any Processing;• ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Client may reasonably reject (but failure to reject shall not amount to approval by the Client of the adequacy of the Protective Measures), having taken account of the:<ul style="list-style-type: none">• nature of the data to be protected;• harm that might result from a Data Loss Event;• state of technological development; and• cost of implementing any measures;• not transfer Personal Data outside the United Kingdom unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:<ul style="list-style-type: none">• the Constructor or Consultant has provided appropriate safeguards in relation to the transfer (in accordance with the Data Protection Legislation) as determined by the Originating Controller;• the Data Subject has enforceable rights and effective legal remedies;• the Constructor or Consultant complies with its obligations under the



Reference in Partnering Terms	
	<p>Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and</p> <ul style="list-style-type: none">• the Constructor or Consultant complies with any reasonable instructions notified to it in advance by the Originating Controller with respect to the Processing of the Personal Data;• at the written direction of the Client, delete or return Personal Data (and any copies of it) to the Client on termination of the Constructor's or Consultant's (as the case may be) engagement under the contract unless the Constructor or Consultant is required by applicable law to retain the Personal Data;• notify the Client immediately if it:<ul style="list-style-type: none">• receives a Data Subject Request (or purported Data Subject Request);• receives a request to rectify, block or erase any Personal Data;• receives any other request, complaint or communication relating to any Party's obligations under the Data Protection Laws;• receives any communication from the Information Commissioner's Office or any other regulatory authority (including a supervisory authority as defined in the Data Protection Laws) in connection with Personal Data Processed under this contract;• 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• becomes aware of a Data Loss Event;• following notification to the Client as noted above and the Client's determination and confirmation to the Constructor or Consultant (as the case may be) as to whether it or the Constructor or Consultant shall be the primary point of contact and responder to the request, complaint or communication received (and the Parties shall ensure this is reflected within the relevant fair processing notices provided to Data Subjects) then where the Client:<ul style="list-style-type: none">• designates the Constructor or Consultant as the primary point of contact, provide updates and further information to the Client, including (where directed by the Client) allowing the Client to have final oversight and approval of any response, prior to such response being released to the relevant party; or• designates itself as the primary point of contact, provide all support as necessary within the timescales directed by the Client, including providing all Personal Data held by the Constructor or Consultant in respect of the request, complaint or communication received to the Client as soon as practicable and in any event within five (5) days, or as otherwise agreed by the Parties acting reasonably and in good faith;• further to the Constructor's or Consultant's obligation to notify set out above, provide further information to the Client in phases, as details become available. The Constructor or Consultant (as the case may be) shall be the primary point of contact for any communication in respect of the Data Loss



Reference in Partnering Terms	
	<p>Event and: (a) the Constructor and/or Consultant shall act quickly to remedy a Data Loss Event and minimise the impact(s) of a Data Loss Event; and (b) the Constructor and/or Consultant and the Client shall work together (acting reasonably and in good faith) to formulate responses, notifications and other communications in respect of the Data Loss Event;</p> <ul style="list-style-type: none"> • provide such assistance as is reasonably requested by the Client within such timescales as requested by the Client in relation to any Data Subject Request received by the Client, Data Loss Event suffered by the Client or any request from the Information Commissioner's Office, or any consultation by the Client with the Information Commissioner's Office in relation to any Personal Data shared by the Constructor with the Client; • take reasonable steps to ensure the reliability of and adequate training of, any Personnel who have access to the Personal Data; • hold the information contained in the Personal Data confidentially; • not do anything which shall damage the reputation of its (if applicable) or the Client's or any third party from whom the Personal Data may originate (being consultants, contractors and subcontractors) relationship with the Data Subjects; and • allow for audits of its Processing activity by the Client or the Client's designated auditor. <p>(vi) Before allowing any Sub-Processor to Process any Personal Data received from the Client or the Client Personnel related to the contract, the Constructor and/or Consultant must</p> <ul style="list-style-type: none"> • notify the Client in writing of the intended Sub-Processor and Processing, • obtain the written consent of the Client, • enter into a written agreement with the Sub-Processor which give effect to the terms set out in Articles 28 of the UK GDPR and to enable the Constructor and/or Consultant (as the case may be) to meet its obligations under this clause 25.6; and • provide the Controller with such information regarding the Sub-Processor as the Controller may reasonably require. <p>(vii) The Constructor and/or Consultant (as the case may be) shall remain fully liable for all acts or omissions of any of its Sub-Processors.</p> <p>(viii) The Client may, at any time on not less than thirty (30) Working Days' notice, revise this clause 25.6 by replacing it with any applicable "Controller" to "Controller" standard clauses or similar terms forming part of an applicable certification scheme (which shall be deemed to apply to the contract when received by the Constructor and/or Consultants as the case may be).</p> <p>(ix) The Parties agree to take account of any guidance issued by the Information Commissioner's Office from time to time in connection with the storage and/or Processing of Personal Data.</p> <p>(x) The Client may on not less than thirty (30) Working Days' notice to the Constructor and/or the Consultants amend the contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.</p> <p>(xi) The Constructor and the Consultants shall be liable for and shall indemnify the</p>



Reference in Partnering Terms	
	<p>Client from and against all claims, proceedings, damages, liabilities, losses, costs and expenses suffered or incurred by the Client where and to the extent that the same arises in connection with any breach of this clause 25.6 by the Constructor and/or the Consultants (as the case may be) and/or its Personnel (of any type) and/or its Subcontractors."</p> <p>The following new definitions shall be added:</p> <p>DPA means the Data Protection Act 2018 as amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586);</p> <p>UK GDPR means the General Data Protection Regulation (Regulation (EU) 2016/679) as incorporated into UK law under the UK European Union (Withdrawal) Act 2018), and amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586);</p> <p>The following definitions shall be deleted entirely:</p> <p>GDPR</p> <p>Processor Personnel</p> <p>The following definitions shall be deleted and amended to read as follows:</p> <p>Controller has the meaning given to such term in the DPA;</p> <p>Data Loss Event means any event that results, or may result, in unauthorised access to Personal Data held by the Constructor under this contract and/or actual or potential loss and/or destruction of such Personal Data, including any Personal Data Breach;</p> <p>Data Protection Laws means the UK GDPR and the LED, the DPA (to the extent it relates to Processing of Personal Data and privacy) and all applicable laws about the Processing of Personal Data and privacy;</p> <p>Data Protection Officer has the meaning given to such term in the DPA;</p> <p>Data Subject has the meaning given to such term in the DPA;</p> <p>Personal Data Breach has the meaning given such term in the UK GDPR;</p> <p>Personal Data has the meaning given to such term in the UK GDPR;</p> <p>Processor has the meaning given to such term in the DPA;</p> <p>Sub-Processor means any third party appointed to Process any Personal Data on behalf of the Constructor in connection with this contract;</p>



Reference in Partnering Terms	
28.10 Problem-Solving Hierarchy	<p>In the particulars that refer to Clause 27.2 delete the period of "twenty (20) Working Days" and insert "ten (10) Working Days".</p> <p>In Clause 27.3 after "Where application of the Problem-Solving Hierarchy does not achieve, within its stated timetable, a solution acceptable to all Partnering Team members involved in a difference or dispute" insert "or any Partnering Team member wishes to refer a difference or dispute directly to the Core Group"</p> <p>In the definition of "Problem-Solving Hierarchy" after "as set out in the Project Partnering Agreement" insert "and Annex 5 of the Commencement Agreement".</p>
28.11 Site Waste Management Plan	<p>Add a new Special Term 28.8:</p> <p>"The Partnering Team members shall comply with the Site Waste Management Plan annexed at Appendix H of this Commencement Agreement."</p>



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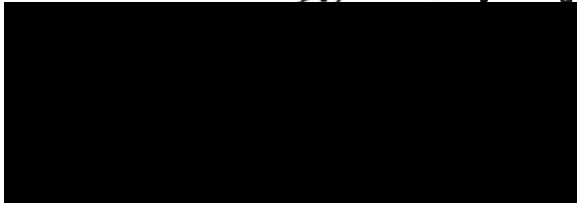
Ministry of Justice

10th Floor,

102 Petty France

London SW1H 9AJ

EXECUTED AS A DEED by the CLIENT by affixing hereto its common seal in the presence of:



OR

acting by:

Authorised signatory:

Authorised signatory:



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HMP STOCKEN

WATES CONSTRUCTION LIMITED (company number 01977948) whose registered office is at

of

Wates House
Station Approach
Leatherhead
Surrey
KT22 7SW

(the "Constructor")

EXECUTED AS A DEED by the **CONSTRUCTOR** acting by two directors or a director and a company secretary:

[REDACTED]

[REDACTED]

PICK EVERARD whose registered office is at

of

Halford House
Charles Street
Leicester
LE1 1HA

(a "Consultant")

EXECUTED AS A DEED by the **CONSULTANT** acting by a partner, in the presence of a witness:

