

# TERM SERVICE DELIVERY AGREEMENT

## (NEC PROFESSIONAL SERVICES CONTRACT)

This is a Service Delivery Agreement as defined in the Framework Agreement made between Scape Procure Limited (1) and Mace Limited (2) dated 5<sup>th</sup> January 2021 (the 'Agreement'). Except where the context otherwise requires, all terms defined in the Framework Agreement shall have the same meaning in this Service Delivery Agreement.

THIS AGREEMENT is made on 15/12/2023

BETWEEN

1. the *Client*

**Defence Infrastructure  
Organisation (DIO)**

of

Address for  
communications

**Swales Pavilion  
RAF Wyton  
Huntingdon  
Cambridgeshire  
PE28 2EA**

Telephone

[REDACTED]

Address for  
electronic  
communications

[REDACTED]

2. the  
*Consultant*

**Mace Limited**

whose registered office is

Address for  
communications

**155 Moorgate  
London  
EC2M 6XB**

Telephone

[REDACTED]

Address for  
electronic  
communications

[REDACTED]

FOR THE  
SERVICES OF

**Support to create an Outline Business Case for the Serviced Family  
Accommodation, and on-going support throughout the life of the programme**

Commission Name

**Accommodation SFA**

Commission No.

**CG 063**



## Introduction

### NEC3 Professional Services Contract – Option G

This Delivery Agreement incorporates the NEC 3<sup>rd</sup> edition Professional Services Contract April 2013 (the **NEC3 Professional Services Contract**).

Any subsequent amendments to the NEC3 Professional Services Contract shall apply to this Model Delivery Agreement, if agreed in writing by Scape and the Partner, but shall only be incorporated into Delivery Agreements executed after such amendments are published and their inclusion has been agreed accordingly with Scape.

The following rules apply to the incorporation of clauses into a Delivery Agreement:

- a) The contract clauses are varied by the incorporation of option clauses, or a Z clause.
  - b) The option clauses defined as '**Shall apply**' in the table below will be incorporated unless otherwise agreed by the Client and Scape
  - c) The option clauses defined as '**May apply**' in the table below may apply, subject to agreement by the Client.
  - d) The Z clauses set out below shall be incorporated unless otherwise agreed in writing by the Client and Scape
  - e) The Client has sole discretion to the choice of Contract Option and Secondary options as noted above
  - f) The Client shall act as the *Employer* in this contract
  - g) The 'Client Proposed Appointment Charge' from the Framework Commercial Model is shown as the 'Employer Proposed Appointment Charge' in this agreement
  - h) The *task schedule* must include the appropriate components of the Framework Commercial Model uplifted in accordance with the Framework Agreement, e.g. using the Uplift Percentage appropriate to the forecast value of the Delivery Agreement
  - i) *staff rates* must include the appropriate rates for the Service drawn from the Framework Commercial Model and uplifted in accordance with the Framework Agreement e.g. for regional adjustment factor appropriate to the location of services delivered under the Contract and the Uplift Percentage appropriate to the forecast value of the Delivery Agreement
- Whereas:**

This Delivery Agreement is made pursuant to the Framework Agreement dated 5<sup>th</sup> January 2021 made between Scape Procure Limited and Mace Limited (the 'Framework Agreement') and incorporates those provisions of the Model Delivery Agreement set out in the Framework Agreement.

When using this Delivery Agreement, the Partner and Client (as stated in the Framework Agreement) are the parties named as 'Consultant' and 'Employer' respectively. **IT IS AGREED** as follows:

#### 1. The *Consultant's* Obligations

The *Consultant* provides the services and complies with his obligations, acting as the *Consultant* in accordance with the *conditions of contract* set out in the Contract Data herein.

#### 2. The *Employer's* Obligations

The *Employer* pays the amount of money and complies with its obligations in accordance with the conditions.

## MAIN OPTION CLAUSES THAT SHALL APPLY:

Option      Option Title

G	Term Service Contract
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## SECONDARY OPTION CLAUSES AND ADDITIONAL OPTIONS:

Clause      Option Title      Applicable?

<b>Resolving and Avoiding Disputes</b>		
W2	Dispute resolution procedure	Shall apply
<b>Secondary Options</b>		
X2	Changes in the law	Shall apply
X9	Transfer of rights	
X11	Termination by the <i>Employer</i>	
X18	Limitation of liability	
X1	Price adjustment for inflation	<input checked="" type="checkbox"/> Applies if checked
X4	Parent Company Guarantee	<input type="checkbox"/> Applies if checked
X5	Sectional Completion	<input type="checkbox"/> Applies if checked
X7	Delay damages	<input type="checkbox"/> Applies if checked
X8	Collateral warranty agreements	<input type="checkbox"/> Applies if checked
X10	<i>Employer's Agent</i>	<input type="checkbox"/> Applies if checked
X12	Partnering	<input type="checkbox"/> Applies if checked
X20	Key Performance Indicators (not used with Option X12)	<input type="checkbox"/> Applies if checked
X21	Information Modelling	<input type="checkbox"/> Applies if checked
<b>Additional Options</b>		
13.9	Electronic Communications	<input checked="" type="checkbox"/> Applies if checked
<b>Option Y</b>		
Y(UK)1	Project Bank Accounts	<input type="checkbox"/> Applies if checked
Y(UK)2	The Housing Grants, Construction and Regeneration Act 1996	Shall apply
Y(UK)3	The Contracts (Rights of Third Parties) Act 1999	
Z	Additional conditions of contract	Shall apply

## Contract Data and Service Information

### Information provided by the Parties

The following details the Contract Data and associated Scope / Service information which is provided by the parties for this Delivery Agreement and Appended for execution.

Completion of the data in full is essential to create a complete contract.

The Main Contract Data must be completed and uploaded using **ONLY** the standard template provided by SCAPE.

#### Main Contract Data:

General Project Information,  
Clauses Applicable to Main Options and Secondary options where applicable,  
Data Pertaining to Optional (X) Clauses,  
Y Clauses and Z Clauses where applicable.

Contract Data Provided by the Client:

Contract Data Provided by the Consultant:



#### Additional Contract Data provided by the parties.

One or more files may be attached in each section of the table below.

Please itemise and upload in the order you wish documents to be appended.

Ref	Item Description	Attach
	DEFCONS for MACE	

Continues



**Contract Data and Service Information**

**Additional Contract Data provided by the parties.**

One or more files may be attached in each section of the table below.

Please itemise and upload in the order you wish documents to be appended.

Ref	Item Description	Attach



--	--	--

Executed under hand



On behalf of



Defence Infrastructure Organisation (DIO)

)  
)  
) 13/12/2023

.....

.....  
Full name (BLOCK CAPITALS)

.....  
Position/title

.....

.....  
Full name (BLOCK CAPITALS)

..... Position/title

)  
)  
)

Executed under hand      On behalf of

15/12/2023





.....  
Full name (BLOCK CAPITALS)

.....  
Position/title

.....

.....  
Full name (BLOCK CAPITALS)

.....  
Position/title



# CONTRACT DATA FORM

Guidance: This form has been developed for use exclusively for Delivery Agreements executed using the Scape DocuSign electronic contract solution. The form is a mandatory component of the Delivery Agreement and a continuation of the Contract Data captured in the DocuSign component.

This form must be completed and uploaded at the appropriate place within the Delivery Agreement DocuSign form before execution.

If there is scope, site or service information or other documents to be appended as part of the Contract Data provided by the parties, they should be appended in the relevant order to the main DocuSign Delivery Agreement form.

## PART 1A: CONTRACT DATA PROVIDED BY THE *EMPLOYER*

Completion of the data in full is essential to create a complete contract.

The following details the Contract Data which will be provided by the *Employer* for each Delivery Agreement.

Certain defined terms and information in the Contract Data will be common to all Delivery Agreements, other information included in the Contract Data will be specific to individual Projects.

When using this Delivery Agreement, the Partner (as stated in the Framework Agreement) is the party named as '*Consultant*'.

Contract data defining the following items should be documented in the main DocuSign Delivery Agreement form:

The selection of the Main Option Clauses, the selection of the  
Secondary and Additional Option Clauses.

## 1. General

The *Employer* is:

Name

Defence Infrastructure Organisation (DIO)

Address

Swales Pavilion  
RAF Wyton  
Huntingdon  
Cambridgeshire  
PE28 2EA

Telephone

Redacted

E-mail address

Redacted

The *Adjudicator* is:

Name

To be nominated by the Royal Institution of Chartered Surveyors

Address for communications

To be nominated by the Royal Institution of Chartered Surveyors

Telephone

To be nominated by the Royal Institution of Chartered Surveyors

E-mail address

To be nominated by the Royal Institution of Chartered Surveyors

The *services* are:

Support to create an Outline Business Case for the Serviced Family Accommodation, and on-going support throughout the life of the programme



The Scope is in:

Detailed Scope, activities and deliverables to be defined within each of the issued Task Orders issued under the Term Service Contract.

For the avoidance of doubt any absolute obligation on the Consultant (including, but not limited to such terms as “ensure”, “procure”, “co-ordinate”, “agree”), shall not be construed as

implying any liability on the Consultant for any failure to complete the obligation caused by a party with whom the Consultant has no contractual relations.

The Consultant shall not be required to perform any activities that it would be prohibited from doing under the Financial Services and Markets Act 2000, the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, or any successors to them. The Consultant shall not be obliged to provide any financial or taxation advice. Furthermore, nothing in this Agreement shall oblige the Consultant to provide legal or insurance advice to the Client or undertake any legal negotiations on the Client's behalf

The *language* of this contract is

**English**

The *law* of this contract is law of

**England & Wales**

The period for reply is except

**2 weeks**

that

The *period for retention* is **12 years** following Completion or earlier termination. (6 if underhand)

The *Adjudicator nominating body* is

**the Royal Institution of Chartered Surveyors**

The *tribunal* is

**the Courts of England & Wales**

The following matters will be included in the Risk Register:

UK Government changes to Covid-19 protocol or other government restrictions imposed by the UK

Government in response to an epidemic or pandemic

Optional clause **13.9 Electronic communication**

does apply

## 2. The Parties' Main Responsibilities

The *Employer* provides access to the following persons, places and things

	access	access date
(1)	As detailed in scope and relevant task orders	As detailed in scope and relevant task orders
(2)	Click or tap here to enter text.	Click or tap to enter a date.
(3)	Click or tap here to enter text.	Click or tap to enter a date.

## 3. Time

The starting date is

As per docusign audit trail

The *Consultant* submits revised programmes at intervals  
no longer than

Monthly

## 4. Quality

The period after the Contract Date within which the quality  
policy statement and quality plan programme for  
acceptance are provided is

2 weeks

The period between the Completion of the whole of the service  
and the defects date is

0 weeks

## 5. Payment

The *assessment interval* is

monthly

The *currency* of the contract is the

pound sterling

The *interest rate* is

Redacted

% per annum above the

in force

base

rate

from time to time of the

Bank of England

## 6. Indemnity, insurance and liability

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

EVENT	COVER	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICES OR EARLIER TERMINATION

Liability of the <i>Consultant</i> for claims made against him arising out of his failure to use skill and care required by this contract	<b>£5,000,000</b> in respect of each and every claim or series of claims arising out of the same original cause or source (or equivalent), without limit to the number of claims, save that there may be lower and/or annual aggregate limits of cover in respect of pollution and contamination related claims and similar where such limited cover is the norm	12 years (6 years if executed underhand)
death or bodily injury to a person (not an employee of the <i>Consultant</i> ) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	<b>£10,000,000</b> in respect of each claim, without limit to the number of claims	12 years (6 years if executed underhand)
death 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	<b>The greater of the amount required by law and £10,000,000</b> in respect of each claim, without limit to the number of claims	12 years (6 years if executed underhand)

The *Employer* provides the following insurances:

- Insurance for all existing buildings and property existing within the Site or at the sole discretion of the Employer he may elect to 'self-insure' such existing buildings and property and in doing so accepts all of the Employer's associated risks arising out of or in relation to such 'self-insurance'. In accordance with an Employer's decision to 'self-insure' they do not accept any additional insurance premium/cost from the Consultant. The Consultant is to assume the Employer insures or "self-insures" as set out above and if this is not the case the Consultant will have the opportunity to price for providing these insurances  Click or tap here to enter text.
- Click or tap here to enter text.  Click or tap here to enter text.

The *Consultant's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than the excluded matters is limited to:

- Five million pounds (£5,000,000) in the aggregate

### Optional statements (The following optional clauses apply)

If the <b>Employer</b> decided the completion date for the whole of	The completion date for the whole of the services is	has	01/01/2027
the services			

	4 weeks
two of the Contract Data	

If the <b>Employer</b> has identified work which is to meet a stated	The key dates and conditions to be met are	
	condition to be met	key date



	Click or tap here to enter text.	Click or tap to enter a date.
If no programme is	Click or tap here to enter text.	Click or tap to enter a date.
The period after the	Click or tap here to enter text.	Click or tap to enter a date.
Contract Date within which	Click or tap here to enter text.	Click or tap to enter a date.
the identified in part	Click or tap here to enter text.	Click or tap to enter a date.

Consultant is to submit a first programme for acceptance is **condition by a key** (1) date

- (2)
- (3)
- (4)
- (5)

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

The period for payment is 14

If the Employer states any The expenses stated by the Employer are **Item** expenses

Amount

Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.





If Option G is used The *Consultant* prepares forecasts of the total Time Charge expenses at intervals no longer than

4 weeks and

The *exchange rates* are those published in

Click or tap here to enter text.

on

Click or tap to enter a date.

X1 Price Adjustment for Inflation

If Option X1 is The proportions used to calculate the Price Adjustment Factor are used Applies

0.

[

%

Linked to the index for

0.

[

0.

[

0.

[

0.

[

0.

[

1.00 non-adjustable

[

The *base date* for indices is

These indices are those prepared by

The BCIS Labour Cost Index

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

05/01/2023

Building Cost Information Service of the Royal Institute of Chartered Surveyors

X2 Changes in the Law

If Option X2 is The *law of the project* is the law of England and Wales used

X5 Sectional Completion

If Option X5 is used The *completion date* for each *section* of the *services* is N/A

*section* description

*completion date*

(1)

Click or tap here to enter text.

Click or tap to enter a date.

(2)

Click or tap here to enter text.

Click or tap to enter a date.

(3)

Click or tap here to enter text.

Click or tap to enter a date.

(4)

Click or tap here to enter text.

Click or tap to enter a date.

Click or tap here to enter text.

Click or tap to enter a date.

X7 Delay Damages

If Option X7 is used Delay damages for each *section* of the *service* are N/A with Option X5

*section* description

amount per day

| 7 | SCAPE Consultancy Framework Term Service Delivery Agreement Contract Data  
Classification - Private

Rev 3 14-01-2022



(1)

(2)

(3)

(4)



(2)	If requested by the Client before completion date for the whole of the services, Mace shall provide up to a maximum of three collateral warranties in the form of the template set out in Schedule 10 of the Framework Agreement	Click or tap here to enter text.
	Click or tap here to enter text.	Click or tap here to enter text.
	Click or tap here to enter text.	
	Click or tap here to enter text.	
	Click or tap here to enter text.	

The delay damages for the remainder of *service* are

X8 Collateral warranty agreements

If Option X8 is used  
N/A

The *collateral warranty agreements* are:  
agreement reference  
third party

(1)  
The forms of the *collateral warranty agreements* are attached to the Framework Agreement

Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.

X10 Employer’s Agent

If Option X10 is used N/A	The <i>Employer’s Agent</i> is: Name Click or tap here to enter text.	used Address Click or tap here to enter text.
------------------------------	-----------------------------------------------------------------------------	-----------------------------------------------------

The authority of the *Employer’s Agent* is Click or tap here to enter text.

## X12 Partnering

If Option X12 is  
used N/A

The *Client* is

Name: Click or tap here to enter text.

Address: Click or tap here to enter text.

The *Client's objective* is

Click or tap here to enter text.

The Partnering Information is in

Click or tap here to enter text.

## X18 Limitation of liability

If Option X18 is  
used

The *Consultant's liability* to the *Employer*  
for indirect or consequential loss for all  
matters other than Cladding Claims is limited to

£5,000,000

The *Consultant's liability* to the *Employer*  
for indirect or consequential loss or for any  
cost of decamping and rehousing in  
respect of Cladding Claim is excluded

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

£5,000,000

The end of liability date is **twelve (12)** years after  
Completion of the whole of the services. (6 for underhand)

## X20 Key Performance Indicators

If Option X20 is

The *incentive schedule* for Key used  
Performance Indicator is in

Click or tap here to enter text.

A report of performance against each Key  
Performance Indicator is provided at  
intervals of

Click or tap here to enter text. months

## Y(UK)1 Project Bank Account

If Option **is used** The *Employer* is to pay any charges made and to be paid any interest paid by the **Y(UK)1**  
*project bank* N/A and the **Employer is to pay any charges made and is paid any interest**  
paid by  
the ***project bank***

## Y(UK)3 The Contracts (Rights of Third Parties) Act 1999

If Y(UK)3 is used	term	<i>person or organisation</i>
	Click or tap here to enter text.	Click or tap here to enter text.
	Click or tap here to enter text.	Click or tap here to enter text.
If Options Y(UK)1 used	term	<i>Person or organisation and Y(UK)3 are both</i>
	The Provisions of Option Y(UK)1	Named Suppliers

The additional *conditions of contract* are identified by the amendments, alterations, additions and deletions as contained herein apply and take priority over the standard form NEC Professional Services Contract Option G

Click or tap here to enter text.

### 1. General

- 11.2 (2) Add further bullet point:
- provided or procured all Collateral Warranties which the *Consultant* is then obliged under this contract to provide or procure 11.2(13) At the end of the sentence add:  
'Appropriately spent excludes time.'
  - spent on activities included within the Commercial Inclusions Tables contained in the Pricing Procedures of the Framework Agreement,
  - not justified by the *Consultant's* accounts and records,
  - that should not have been paid to a Subconsultant or supplier in accordance with its contract,
  - was incurred only because the *Consultant* did not
    - follow an acceptance or procurement procedure stated in the Scope,
    - give an early warning which the contract required it to give or
    - give notification to the *Employer* of the preparation for and conduct of an adjudication or proceedings of a tribunal between the *Consultant* and a Subcontractor or supplier and the cost of
  - activities included under the Employer Proposed Appointment Charge of the Framework Agreement,



- correcting Defects after Completion,
- correcting Defects caused by the *Consultant* not complying with a constraint on how it is to Provide the Service stated in the Scope,
- for staff not used to Provide the Service (after allowing for reasonable availability and utilisation) and
- preparation for and conduct of an adjudication or proceedings of the *tribunal* between the Parties.'

11.2(26) Insert a new clause 11.2(26): 'Framework Agreement' is the framework agreement between Scape Procure Limited and the *Consultant* dated 5<sup>th</sup> January 2021.

11.2(27) Insert a new clause 11.2(27):  
Framework Commercial Model as included in the Framework Agreement between Scape Procure Limited and the Consultant dated 5<sup>th</sup> January 2021.

11.2 (28) Insert a new clause 11.2(28) Data  
Protection Legislation means

- i. the General Data Protection Regulation (Regulation (EU) 2016/679), the Law Enforcement Directive (Directive (EU) 2016/68) and any applicable national implementing laws as amended from time to time;
- ii. the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and
- iii. all applicable law about the processing of personal data and privacy

11.2 (29) Insert a new clause 11.2(29)  
Data Subject has the meaning given to it in the Data Protection Legislation.

11.2 (30) Insert a new clause 11.2(30)  
Personal Data has the meaning given to it in the Data Protection Legislation.

11.2 (31) Insert a new clause 11.2 (31)  
Cladding Claim shall mean any claim in respect of:  
The combustibility of any Aluminium Composite Panels (and associated core/filler and insulation) which failed the BRE testing programme on behalf of The Department for Communities and Local Government in July and August 2017 or fails BS8414 test set out in the current Building Regulations.

12.4 Insert at the end:  
'provided that Clauses 23 (Convictions), 29 (Statutory Requirements), 30 (Competition Law, Corrupt Gifts and Payments), 31 (Modern Slavery), 33 (Confidentiality and Freedom of Information), 35 (Intellectual Property) and 37.11 (Miscellaneous: Whistle Blowing) of the Framework Agreement shall be deemed incorporated into this contract, mutatis mutandis, as if references to 'Scape' were to 'the *Employer* and references to the 'Agreement' were to 'the *contract*'.

12.5 Insert a new clause 12.5:

'A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment of it.'

- 13.9 Insert a new clause, 13.9 'The following communications shall be deemed to have no effect if made by electronic mail transmission:
- Any notification of a wish to terminate this contract or the employment of the *Consultant* under it
  - Any notification by the *Consultant* of his intention to suspend performance of his obligations under this contract
  - Any invoking by either party of the procedures applicable under this contract to the resolution of disputes or differences
  - Any agreement between the parties amending the provisions of this contract' (Z *Clause 13.10 may be deleted at the Employer's sole discretion*).
- 14.1 Add after the final sentence: 'Notwithstanding any other provision of this contract, the terms 'acceptance', 'approval' or similar when used in the context of any acceptance or approval to be given by or on behalf of the *Employer* has the meaning 'acceptance of general principles only' and no such acceptance or approval shall diminish or relieve the *Consultant* from any of the *Consultant's* obligations or liabilities under this contract.'
19. Insert a new Clause 19:
- Data Protection**
- Both Parties will comply with all applicable requirements of the Data Protection Legislation. These clauses are in addition to, and does not relieve, remove or replace, each Party's obligations under the Data Protection Legislation. It is agreed that:
- 19.1. Without prejudice to the generality of clause 19.1, both Parties will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of any Personal Data to each other for the duration and purposes of this agreement.
- 19.2. Without prejudice to the generality of clause 19.1, the *Consultant* shall, in relation to any Personal Data processed in connection with the performance by the *Consultant* of its obligations under this agreement:
- 19.2.1. Process that Personal Data only on the written instructions of the *Employer* and only as required for the purpose of the performance of this agreement;
- 19.2.2. Ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the *Employer*, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);





- 19.2.3. Ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- 19.2.4. Not transfer any Personal Data outside of the United Kingdom;
- 19.2.5. Assist the *Employer*, at the *Consultant's* cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 19.2.6. Notify the *Employer* without undue delay on becoming aware of a Personal Data breach;
- 19.2.7. At the written direction of the *Employer*, delete or return Personal Data and copies thereof to the *Employer* on termination of the agreement; and
- 19.2.8. Maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the *Employer* or the *Employer's* designated auditor.
- 19.3. The *Employer* does not consent to the *Consultant* appointing any third-party processor of Personal Data under this agreement.

## 2. The Parties' main responsibilities

21. Amend as follows:

21.2 Delete and replace with:

'The *Consultant's* obligation is to use (and warrant that it has used) all the reasonable skill, care and diligence normally used by competent and appropriately qualified professionals experienced in providing services similar to the *service*.'

21.5 Insert a new Clause 21.5:

'The *Consultant* checks the Scope provided by the *Employer* and satisfies itself that its own provision of the *service*, including any proposals, designs and Scope or specification documents for a subsequent construction contract meet the *Employer's* Scope with no discrepancy. Where there is ambiguity, inconsistency or conflict between these documents the *Employer's* Scope will prevail'.

21.6 Insert a new clause 21.6:

'The *Consultant* performs the Service in accordance with relevant laws and regulations, statutory and other requirements ('Laws') and (to the extent that the *Consultant* can control the same) such that the product of the Service complies with all relevant Laws.'

24.5 Insert a new Clause 24.5:

'The *Consultant*, in relation to any subletting of any portion of the service:

- Procures that the relevant subcontract contains such obligations as necessary to ensure that it is in all respects compatible with the terms of this contract and, without limitation, steps down the obligation to use the degree of skill, care and diligence specified in this contract and that requires collateral warranties in favour of the *Employer* to be provided in the forms specified in the Framework Agreement and with any amendments as permitted by the Framework Agreement.
- Procures that all relevant subcontracts shall be executed and delivered as a deed
- Warrants each Subcontractor's compliance with this contract's Modern Slavery Act requirements

- Warrants that all Subcontractors are fully aware of their obligations under the CDM Regulations and are fully competent and are adequately resourced to meet those obligations
- Provides to the *Employer* a certified copy of any subcontract (save for particulars of the cost of such subcontract service unless other provisions of this contract or the Framework Agreement oblige the *Consultant* to disclose them)

The *Consultant* does not appoint a subcontractor if there are compulsory grounds for excluding the subcontractor under regulation 57 of the Public Contracts Regulations 2015.’ 24.6 Insert a new clause, 24.6

‘The *Consultant* includes in any subcontract awarded by him provisions requiring that:

- payment due to the Subcontractor under the subcontract is made no later than 30 days after receipt of a valid and undisputed invoice unless the Framework Agreement required the *Consultant* to make earlier payment to the Subcontractor
- Invoices for payment submitted by the Subcontractor are considered and verified by the *Consultant* in a timely fashion
- Undue delay in considering and verifying invoices is not sufficient justification for failing to regard an invoice as valid and undisputed, and
- Any contract awarded by the Subcontractor for work included in this contract includes provisions to the same effect as these provisions.’

26 Add a new clause 26 as follows:

‘The *Consultant* shall enter a novation agreement in the form specified in the Framework Agreement with the *Employer’s* contractor within 14 days of being asked to do so in writing and shall, within 14 days of being provided with an engrossment, execute and return to the *Employer* the *collateral warranty agreement* in favour of the *Employer*, but with such amendments as the *Consultant*, *Employer* and *Employer’s* contractor may agree, such agreement not to be unreasonably withheld or delayed.’

## 5. Payment

50.3

Insert at the end of the second bullet point:

‘less expenses included in the Commercial Inclusions Tables from the Framework Agreement’s Pricing Procedures,’

51.6

Insert a new clause as follows:

‘In addition to any other legal rights and remedies of the *Employer*, whenever any sum of money is recoverable from or payable by the *Consultant* under this contract that sum may be deducted from any sum then due, or which at any time thereafter becomes due to the *Consultant* under this contract provided that the *Employer* notifies the *Consultant* in writing not later than three days before the final date for payment of the amount to be paid and the basis on which it is calculated.’

## 6. Compensation Events

63.10

At the end of the sentence add:

'Rates for subconsultant staff are calculated by applying the *Uplift Percentage* to the subconsultant's proposed rate. Unless the *Employer* otherwise agrees, proposed rates must not exceed the relevant regionally adjusted People Rates for the applicable role and seniority stated in the relevant table of the Framework Commercial Model. If the *Employer* and *Consultant* do not agree on the rate to be used, the *Employer* assesses the rate based on the *staff rates*. The agreed or assessed rate becomes the *staff rate* for that designation of person.'

63.19 Insert a new clause as follows:

The *Employer* and *Consultant* may agree rates or lump sums to assess the change to Prices or Prices for new items in the Task price list. If the *Employer* and *Consultant* do not agree on the rate or lump sum to be used, the *Employer* assesses the rate or lump sum based on the *staff rates*.

## 8. Indemnity insurance and liability

81.1 Amend the insurance table:

delete the words 'and care normally used by professionals' in the first insurance of the Insurance Table and replace with:

' , care and diligence normally used by competent and appropriately qualified professionals experienced in'

83 Insert a new Clause 83:

83.1 Before the *starting date* and on each renewal of the insurance policy until the *defects date*, the *Consultant* submits to the *Employer* for acceptance certificates which state that the insurance required by the contract is in force. After the *defects date* and on each renewal of the insurance policy until the end of the periods stated in the Contract Data for which insurance is to be maintained, the *Consultant* submits to the *Employer* for acceptance certificates which state that insurance required by this contract is in force.

The certificates are signed by the *Consultant's* insurer or insurance broker. The *Employer* accepts the policies and certificates if the insurance complies with the contract and if the insurer's commercial position is strong enough to carry the insured liabilities. The *Employer's* acceptance of an insurance certificate provided by the *Consultant* does not change the responsibility of *Consultant* to provide the insurances stated in the Contract Data.

83.2 The Parties comply with the terms and conditions of the insurance policies which they are a Party.

84 Insert a new Clause 84:

### **If the *Consultant* does not provide insurance**

84.1 The *Employer* may insure an event or liability which the contract requires the *Consultant* to insure if the *Consultant* does not submit a required certificate. The cost of this insurance to the *Employer* is paid by the *Consultant*.

85 Insert a new Clause 85:

### **Insurance by the *Employer***

85.1 The *Employer* submits certificates for insurance provided by the *Employer* to the

*Consultant* for acceptance before the *starting date* and afterwards as the *Consultant*

instructs. The *Consultant* accepts the certificates if the insurance complies with the contract and if the insurer's commercial position is strong enough to carry the insured liabilities.

85.2 The *Consultant's* acceptance of an insurance certificate provided by the *Employer* does not change the responsibility of *Employer* to provide the insurances stated in the Contract Data.

85.3 The *Consultant* may insure an event or liability which the contract requires the *Employer* to insure if the *Employer* does not submit a required certificate. The cost of this insurance to the *Consultant* is paid by the *Employer*.

## 9. Termination

90.5 Insert the following new clause: 90.5

### 'The Public Contracts Regulations 2015

90.5 The *Employer* may terminate the *Consultant's* obligation to Provide the Service if any of the provisions of regulation 73(1) of The Public Contracts Regulations 2015 apply.

The *Employer* may terminate the *Consultant's* obligation to Provide the Services if any of the provisions of paragraph 73(1) of The Public Contracts Regulations 2015 apply.

If the *Employer* terminates under the provisions of paragraph 73(1)(b) of the Public Contracts Regulations 2015 as a result of information not disclosed by the *Consultant* at the Contract Date, the procedures and amounts due on termination are the same as if the *Consultant* has substantially failed to comply with his obligations.

If the *Employer* otherwise terminates under the provisions of paragraph 73(1) of the Public Contracts Regulations 2015, the procedures and amounts due on termination are the same as if the *Employer* no longer requires the services.

90.6 The *Consultant* does not appoint a Subconsultant or supplier if there are compulsory grounds for excluding the Subconsultant or supplier under regulation 57 of the Public Contracts Regulations 2015.

90.7 The *Consultant* includes in any subcontract awarded by him provisions requiring that

- payment due to the Subconsultant or supplier under the subcontract is made no later than 30 days after receipt of a valid and undisputed invoice, unless this contract requires the *Consultant* to make earlier payment to the Subconsultant or supplier,
- invoices for payment submitted by the Subconsultant or supplier are considered and verified by the *Consultant* in a timely fashion, undue delay in considering and verifying invoices is not sufficient justification for failing to regard an invoice as valid and undisputed and
- any contract awarded by the Subconsultant or supplier for work included in this contract includes provisions to the same effect as these provisions

## X4 Parent Company Guarantee

Delete "Scope" in line 3 and insert "Framework Agreement Schedule 5" N/A

## X7 Delay Damages

X7.1 The clause is deleted and replaced by the following.

'The Consultant pays delay damages at the rate stated in the Contract Data for each day from the Completion Date until the earlier of

- Completion and
- The date on which the Employer issues a termination certificate.'

## Option Y(UK)1: PROJECT BANK ACCOUNT

The secondary Option is deleted and replaced with

Defined terms

Y1.1

- (1) Joining Deed is an agreement in the form set out in the contract under which the Supplier joins the Trust Deed.
- (2) Named Suppliers are named suppliers and other Suppliers who have signed the Joining Deed.
- (3) The Payment Schedule is a list of payments to be made to the Consultant and Named Suppliers from the  
Project Bank Account.
- (4) Project Bank Account is the account used to receive payments from the Employer and the Consultant and to make payments to the Consultant and Named Suppliers.
- (5) Project Bank Account Tracker is a register of all payments made to and from the Project Bank Account and the date each payment was made and is in the form stated in the Scope.
- (6) A Supplier is a person or organisation who has a contract to
  - provide a service or
  - provide a service to Provide the Service.
- (7) Trust Deed is an agreement in the form set out in the contract which contains provisions for administering the Project Bank Account.

Project Bank Account

Y1.2 The account holder establishes the Project Bank Account with the project bank within eight weeks of the

Contract Date.

Y1.3 Unless stated otherwise in the Contract Data, the Consultant pays any charges made and is paid any interest paid by the project bank. The charges and interest by the project bank are not included in the assessment of the amount due.

Y1.4 If the account holder is the Consultant, it submits to the Employer for acceptance details of the banking

arrangements for the Project Bank Account. A reason for not accepting the banking arrangements is that



they do not provide for payments and inspections to be made in accordance with the contract. The

Consultant provides to the Employer copies of communications with the project bank in connection with the

Project Bank Account.

#### Named Suppliers

- Y1.5 The Consultant includes in its contracts with Named Suppliers the arrangements in the contract for the operation of the Project Bank Account and Trust Deed. The Consultant informs the Named Suppliers it appoints, the details of the Project Bank Account and the arrangements for payment of amounts due under their contracts.
- Y1.6 The Consultant submits proposals for adding a Supplier to the Named Suppliers to the Project Manager for acceptance. A submission includes the Suppliers stated in the Scope and other Suppliers requested by the Contractor. A reason for not accepting a submission is that the addition of a Supplier does not comply with the Scope. The Employer, the Consultant and the Supplier sign the Joining Deed after acceptance.

#### Payments

- Y1.7 Until the Project Bank Account is established, payment is made by the Employer to the Consultant.
- Y1.8 The Consultant shows in the application for payment the amounts due to Named Suppliers in accordance with their contracts.
- Y1.9 Within the time set out in the banking arrangements to allow the project bank to make payment to the Consultant and Named Suppliers in accordance with the contract,
- ☐ the Consultant prepares the Payment Schedule, provides a copy to the Employer and provides the information in the Payment Schedule to the project bank, the Employer makes payment to
  - ☐ the Project Bank Account of the amount which is due to be paid under the contract and
  - ☐ the Consultant makes payment to the Project Bank Account of any amount which the Employer has





informed the Consultant it intends to withhold from the certified amount and which is required to make payment to Named Suppliers.

Y1.10 The Consultant notifies the Employer if the amount due to any Named Supplier stated in the Payment

Schedule is different from that in the payment certificate and provides reasons for the change.

Y1.11 If the account holder is the Consultant, it authorises payment in accordance with the Payment Schedule no later than one day before the final date for payment. Following payment, the Employer checks the amounts paid to the Named Suppliers by inspecting the Project Bank Account.

Y1.12 If the account holder is the Parties, they jointly authorise payment in accordance with the Payment Schedule no later than one day before the final date for payment.

Y1.13 Following authorisation, the Consultant and Named Suppliers receive payment from the Project Bank

Account of the sums set out in the Payment Schedule as soon as practicable after the Project Bank Account receives payment.

Y1.14 The Consultant updates the Project Bank Account Tracker and submits it to the Employer within one week of any payment being made from the Project Bank Account.

Y1.15 A payment which is due from the Consultant to the Employer is not made through the Project Bank Account.

#### Effect of Payment

Y1.16 Payments made from the Project Bank Account are treated as payments from the Employer to the Consultant in accordance with the contract. A delay in payment due to a failure of the Consultant to comply with the requirements of this clause is not treated as late payment under the contract.

#### Trust Deed

Y1.17 The Employer, the Consultant and named suppliers sign the Trust Deed within two weeks of the Contract Date.

#### Termination

Y1.18 If the Employer issues a termination certificate, no further payment is made into the Project Bank Account.

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

Y2.2, delete clause and replace with the following.

The date on which a payment becomes due is the later of

- the date of receipt by the Party making payment of an invoice, issued in accordance with these conditions of contract

and

- fourteen days after the assessment date.

The date on which the final payment becomes due is the later of

- the date of receipt by the Party making payment of an invoice, issued in accordance with these conditions of contract and
  - if the Employer makes an assessment after the defects date or the date the last Defect is corrected, six weeks after the defects date or the date the last Defect is corrected, whichever is the later,
  - if the Employer does not make an assessment after the defects date or the date the last Defect is corrected, two weeks after the Consultant issues its assessment or
  - if the Employer has issued a termination certificate, fifteen weeks after the issue of the certificate.

The final date for payment is seven days after the date on which payment becomes due, or a different period for payment if stated in the Contract Data.

## **X21 Information Modelling**

Insert new Option X21: Information Modelling N/A

### **Defined terms**

- 21.1 (1) The Information Execution Plan is the *information execution plan* or is the latest Information Execution Plan accepted by the *Employer*. The latest Information Execution Plan accepted by the *Employer* supersedes the previous Information Execution Plan.
- (2) Project Information is information provided by the *Consultant* which is used to create or change the Information Model.
- (3) The Information Model is the electronic integration of Project Information and similar information provided by the *Employer* and other Information Providers and is in the form stated in the Information Model Requirements.
- (4) The Information Model Requirements are the requirements identified in the Scope for creating or changing the Information Model.
- (5) Information Providers are the people or organisations who contribute to the Information Model and are identified in the Information Model Requirements.

### **Collaboration**

- X21.2 The *Consultant* collaborates with other Information Providers as stated in the Information Model Requirements.

### **Early Warning**

- X21.3 The *Consultant* and the *Employer* give an early warning by notifying the other as soon as either becomes aware of any matter which could adversely affect the creation or use of the Information Model.



## Information execution plan

- X21.4 (1) If an Information Execution Plan is not identified in the Contract Data, the *Consultant* submits a first Information Execution Plan to the *Employer* for acceptance within the period stated in the Contract Data.
- (2) Within two weeks of the *Consultant* submitting an Information Execution Plan for acceptance, the *Employer* notifies the *Consultant* of the acceptance of the Information Execution Plan or the reasons for not accepting it. A reason for not accepting an Information Execution Plan is that it does not comply with the Information Model Requirements or it does not allow the *Consultant* to Provide the Service.
- If the *Employer* does not notify acceptance or non-acceptance within the time allowed, the *Consultant* may notify the *Employer* of that failure. If the failure continues for a further one week after the *Consultant's* notification, it is treated as acceptance by the *Employer* of the Information Execution Plan.
- (3) The *Consultant* submits a revised Information Execution Plan to the *Employer* for acceptance within the period for reply after the *Employer* has instructed it to and when the *Consultant* chooses to.
- (4) The *Consultant* provides the Project Information in the form stated in the Information Model Requirements and in accordance with the accepted Information Execution Plan.

## Compensation Events

- X21.5 If the Information Execution Plan is altered by a compensation event, the *Consultant* includes the alterations to the Information Execution Plan in the quotation for the compensation event.

## Use of information model

- X21.6 The *Employer* owns the Information Model and the *Consultant's* rights over Project Information except as stated otherwise in the Information Model Requirements. The *Consultant* obtains from a Subcontractor equivalent rights for the *Employer* over information prepared by the Subcontractor. The *Consultant* provides to the *Employer* the documents which transfer these rights to the *Employer*.

## Liability

- X21.7 (1) The following are *Employer's* liabilities.
- A fault or error in the Information Model other than a Defect in the Project Information. □ A fault in information provided by Information Providers other than the *Consultant*.
- (2) The *Consultant* is not liable for a fault or error in the Project Information unless it failed to provide the Project Information using the skill care and diligence normally used by competent and appropriately qualified professionals, experienced in providing information similar to the Project Information.



PART 2A: CONTRACT DATA PROVIDED BY THE CONSULTANT

Completion of the data in full is essential to create a complete contract.

1. General

The Consultant is:

Name	Mace Limited - Company registration number: 2410626
Address for communication	155 Moorgate London EC2M 6XB
Telephone	Redacted
E-mail address	Redacted

The key people are

(1) Name	Redacted	
Job	Redacted	
Responsibilities	Click or tap here to enter text.	
Qualifications	Click or tap here to enter text.	
Experience	Click or tap here to enter text.	
(2) Name	Click or tap here to enter text.	
Job	Click or tap here to enter text.	
Responsibilities	Click or tap here to enter text.	
Qualifications	Click or tap here to enter text.	
Experience	Click or tap here to enter text.	
The staff rates are:	Click or tap here to enter text.	
name/designation	rate ***	Click or tap here to enter text.
Please refer to attached Redacted		Click or tap here to enter text.
Click or tap here to enter text.		Click or tap here to enter text.
Click or tap here to enter text.		Click or tap here to enter text.



Click or tap here to enter text.

Click or tap here to enter text.

\*\*\*[Unless the **Employer** agrees the charge must not exceed the equivalent, annually adjusted 'People Rate with expenses' from the Framework Commercial Model after adjustment for geographic location and appropriate Uplift Percentage.]

The following matters will be included in the Risk Register

UK Government changes to Covid-19 protocol or other government restrictions imposed by the UK Government in response to an epidemic or pandemic

## Optional Statements

If the <b>Consultant</b> is to The <i>completion date</i> decide the <b>completion</b> services is <b>date</b> for the whole of the <b>services</b>	for the whole of the	01/01/2027
If a programme is The programme identified in the <b>Contract Data</b>	If applicable, to be defined within each of the issued Task Orders issued under the Term Service Contract.	identified in the Contract Data is

If the **Consultant**

The *expenses* stated by the *Consultant* are **states**

any  
expenses

Item

amount

All expenses identified in the Method of Operation**	NIL***
All expenses identified in the Framework Agreement's Pricing Procedures**	NIL***
Additional expenses and disbursements not included in the Commercial Inclusions Table of the Framework Agreement Pricing Procedures	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.

\*\*[No expenses are to be included for Prime Core or Core Services covered as defined in the Framework Agreement and included in the Charges and Uplift Percentages within the Framework Commercial Model.]

If the **Consultant**  
requires additional

The *Employer* provides access to the following persons, places and things  
access to access date access

Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap to enter a date.



If Option G is used

The *task schedule* is

Tasks order to be instructed at later date, if any.

*Employer Proposed Appointment Charge* to be used in the *task schedule* is

£Nil\*\*\*

The *Uplift Percentage* is

Redacted\*\*\*

\*\*\*[Must not exceed the rate stated with he Framework Commercial Model.]

Z4 .0 Information Modelling

N/A

If Option Z4.0 is used

If no Information

Execution Plan is The period after that Contract Date within which the identified in part Consultant is to submit a first Information Execution Plan for two of the Contract Data acceptance is:

Click or tap here to enter text.

Y(UK)1 Project Bank Account

If Option Y(UK)1 used The *project bank* is is

N/A

*named suppliers* are

Click or tap here to enter text.

## **Scape rate card**

Classification - Public

Redacted



## OFFICIAL

**DEFCONS for inclusion to the proposed MACE agreement:**

<b>DEFCON NUMBER</b>	<b>DEFCON NAME</b>	<b>EDITION</b>
5J	Unique Identifiers	11/16
76	Contractor's Personnel at Govt Establishments	11/22
129J	The Use of The Electronic Business Delivery Form	11/16
501	Definitions and Interpretations	10/21
513	Value Added Tax	04/22
514	Material Breach	08/15
516	Equality	04/12
518	Transfer	02/17
520	Corrupt Gifts and Payments of Commission	10/23
522	Payment and Recovery of Sums Due	11/21
526	Notices	08/02
527	Waiver	09/97
529	Law	09/97
531	Disclosure of Information	09/21
532A	Protection of Personal Data (Where personal Data is not being Processed on behalf of the Authority)	05/22
537	Rights of Third Parties	12/21
538	Severability	06/02
539	Transparency	01/22
540	Conflict of Interest	05/23
550	Child Labour and Employment	02/14

602A	Quality Assurance (With Deliverable Quality Plan)	04/23
604	Progress Reports	06/14
611	Issued Property	02/16
642	Progress Meetings	07/21
658	Cyber	10/22
660	Official-Sensitive Security Requirements	12/15

OFFICIAL

Classification - Private



