

Contract Title: Repair to Carpark and Drainage Improvements to Alleviate Flooding Issues

Supplier: EW Beard via Pagabo Framework

Contract Start Date: 11/03/2024

Contract End Date: 18/04/2024

Contract Value: £47,360.61

This contract was awarded under the Terms and Conditions of NEC3 Engineering and Construction Short Contract (ECSC) Option A and utilised the copyrighted NEC Forms of Contract.

The following amendments/additions were made by DSTL to the standard Terms and Conditions of NEC3 ECSC -

1 General

11.2 (1) After Works Information insert:

‘including the execution of any collateral warranties stated in the Works Information and’.

11.2 (14) Insert a new definition:

‘Framework Agreement’ is the framework agreement between Pagabo and the *Contractor* dated January 2023’

11.2 (16) Insert new definition:

“Information” means information of any nature, including information in the form of data, databases, software (excluding third party software), designs, models, interventions, drawings, details, plans, reports, records, calculations, schedules, specifications, bills of quantities, levels and setting out details and other documents (whether or not in hard or electronic format).

11.2(17) Insert new definition:

“Documents” means all Information of any nature whatsoever provided by or used by or on behalf of the Contractor in the course of performing its obligations under this contract”.

11.2 (18) Insert new definition:

“Foreground Information” means all Information in Documents which is generated in the performance of the services under this contract.

11.2 (19) Insert new definition:

“Background Information” means all Information in Documents which is not Foreground Information.

- 11.2 (20) Insert a new defined term as follows:
- “Transparency Information” shall mean the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract.
- 11.2(21) Insert a new definition:
- “Employer’s IT Systems” means the computer hardware and software and networks used by the Employer in the course of its business.
- 11.2(22) Insert a new definition:
- “Employer’s Security Procedures” shall mean any security procedure specific to any Employer premises or data.
- 11.2(23) Not Used
- 11.2(24) Insert a new definition:
- “Party” means either the Employer or the Contractor.
- 11.2(25) Insert a new definition:
- “Prohibited Materials” means materials not in conformity with the law of the contract, European and/or British standards, codes of practice or which at the date of use are deleterious to the health and safety and/or to the durability of buildings and/or in the particular circumstances in which those materials are to be used.
- 11.2(26) Insert a new definition:
- “Working Days” means Mondays to Fridays 0730 hours to 1700 hours excluding public bank holidays.
- 12.4 Insert at the end:
- ‘provided that Clauses 20 (Convictions), 26 (Statutory Requirements), 27 (Competition Law, Corrupt Gifts and Payments), 28 (Modern Slavery Act), 30 (Confidentiality and Freedom of Information), 33.1 (Intellectual Property Rights), 33.2 (Miscellaneous: personal data) and 33.13 (Miscellaneous: whistle blowing) of the Framework Agreement shall be incorporated into this contract, mutatis mutandis, as if references to ‘Pagabo’ 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.
- 13.3 *Insert a new clause 13.3:*

'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 Contractor under it;*
- any notification by the Contractor 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'.*

14.5 Insert a new clause 14.5:

'The Employer has delegated its responsibilities as defined within the Contract Data Part 1. The Employer may replace the delegate after he has notified the Contractor of the name of the replacement.'

2 The Parties main responsibilities

The Contractor's main responsibilities

20.3 Insert a new clause 20.3:

'The Contractor executes or procures the execution of Collateral Warranties from the warrantors specified in the Works Information in favour of the beneficiaries as are identified (whether by name or description) in the Works Information. Collateral Warranties forms will be as specified in the Works Information.'

20.4 Insert a new clause 20.4:

'The works when completed comply with all appropriate requirements of any relevant local or other relevant authority and all relevant statutory requirements.'

20.5 Insert a new clause 20.5:

'The Contractor's obligation is to exercise (and it warrants that it has exercised) all the reasonable skill, care and diligence to be expected of a competent and appropriately qualified Contractor of the professional discipline relevant to the Services being performed and who is experienced in undertaking services such as the Services in a similar timescale and also in connection with projects equivalent to the Project in connection with which the services are being performed.'

20.6 Insert a new clause 20.6:

'The Contractor checks the Scope provided by the Employer and satisfies itself that its own provision of the Service, including any proposals, designs and Works Information documents for a subsequent Delivery Agreement meet the Scope with no discrepancy within and or between the Scope and its own Service. Where there is ambiguity, inconsistency or conflict between these documents the Scope will prevail. '

21.4 Insert a new clause 21.4:

'The *Contractor* in relation to any subletting of any portion of the *works* (or the design of them):

- procures that the relevant sub-contract contains such obligations as necessary to ensure that it is in all respects compatible with the terms of this contract;
- warrants each sub-contractor'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;
- procures that all relevant sub-contracts shall be executed and delivered as a deed; and provides to the *Employer* a certified copy of any sub-contract (save for particulars of the cost of such sub-contract works unless other provisions of this contract or the Framework Agreement oblige the *Contractor* to disclose them).

The *Contractor* notifies the *Employer* of the name, contact details and legal representatives of each Subcontractor before appointing the Subcontractor. The *Contractor* does not appoint a Subcontractor or supplier if there are compulsory grounds for excluding the Subcontractor or supplier under regulation 57 of the Public Contracts Regulations 2015.

21.5 Insert a new clause 21.5

'The *Contractor* includes in any subcontract awarded by him provisions requiring that:

- invoices for payment submitted by the Subcontractor or supplier are considered and verified by the *Contractor* 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 or supplier for work included in this contract includes provisions to the same effect as these provisions.'

21.6 Insert a new clause 21.6:

The Employer may refuse admission to their premises or require the removal of any person engaged in the performance of the services. The decision of the Employer on whether any person is to be refused admission or removed shall be final and conclusive and the Employer shall not be obliged to give reason for its decision. If the Employer's decision is unlawful or manifestly unreasonable having regard to the competence, conduct and performance of the person concerned the Employer's actions shall be treated as a Compensation Event.

Working with the Employer

23.1 Insert a new clause 23.1:

The Contractor shall carry out the services and, to the extent reasonably practical considering their nature, the services so as to cause minimum disruption to the Employer's activities on their premises and elsewhere. If the Contractor anticipates any such disruption, the Contractor will issue an early warning notice to enable the Employer to plan in advance, if necessary, for such disruption.

23.2 Insert a new clause 23.2:

The Contractor shall co-operate with the requirements of all Employer boards of inquiry and shall use all reasonable endeavours to procure the attendance of such of its employees, agents or Subcontractors who may be invited by the Employer to attend as witnesses at boards of inquiry or similar proceedings. This obligation shall survive the expiry or early termination of the services. The Employer shall reimburse the Contractor their reasonable external costs of such attendance.

23.3 Insert a new clause 23.3:

The Contractor acknowledges that it will not have exclusive rights to occupy any accommodation provided by the Employer and that any such accommodation will only be used for the purpose of the services.

23.4 Insert a new clause 23.4:

All fossils, antiquities, and other objects having antiquarian, artistic, historic, archaeological or monetary value, which may be found on, or at the Employer premises shall remain the property of the Employer.

4 Defects

40.3 Insert a new clause 40.3:

'The *Contractor*:

- (1) makes good any Defects which the *Employer* reasonably considers need making good as a matter of urgency within 24 hours of receiving the *Employer's* instruction ('Emergency Defects'); and
- (2) makes good any Defects which the *Employer* reasonably considers to be serious defects or faults within seven days of receiving the *Employer's* instruction ('Serious Defects'); and
- (3) makes good all other Defects notified to the *Contractor* within four weeks of receipt of the *Employer's* instructions ('Routine Defects');

Where due to the non-availability of parts or materials or other circumstances beyond the *Contractor's* control, such as approval of RAMS or site access, it is not possible to correct any Defect within the required timescale the *Contractor* makes an appropriate

temporary repair and corrects the Defect as soon as possible thereafter and the *Contractor* keeps the *Employer* informed about the position at least fortnightly intervals.'

42.1 Add to the end of the existing clause:

'The *Employer* informs the *Contractor* of the amount which it actually cost the *Employer* to have the Defect corrected by other people within a reasonable time of that being known. If the actual cost differs from that amount assessed and paid by the *Contractor* to the *Employer* either the *Employer* repays promptly the *Contractor* any overpayment or the *Contractor* promptly pays to the *Employer* any underpayment.'

5 Payment

50.8 Insert a new clause 50.8:

'If the *Contractor* has not procured and submitted to the *Employer* for acceptance the collateral warranties together with a certified copy of the underlying sub contract, one quarter of the Price for Work Done to Date is retained in assessments of the amount due to the *Contractor* for services or work of subcontractors from whom the *Contractor* is obliged to procure warranties and has not done so.'

51.3 Insert new clause 51.3

'The *Employer* makes payment to the *Contractor* under the contract no later than 30 days after receipt of a valid and undisputed invoice, unless the contract requires the *Employer* to make earlier payment to the *Contractor*.'

51.4 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 *Contractor* under this contract that sum may be deducted from any sum then due, or which at any time thereafter becomes due to the *Contractor* under this contract provided that the *Employer* notifies the *Contractor* in writing not later than seven days before the final date for payment of the amount to be paid and the basis on which it is calculated'.

6 Compensation events

60.1 (1) Add at the end of this clause:

'or a change to the Works Information provided by the *Contractor* for his design which is made either at his request or to comply with other Works Information provided by the *Employer*.'

60.1 (8) Add at the end of this clause:

'or unless it was reasonable for the *Employer* to instruct the *Contractor* to search, having regard to previous instances of non-complying work in Providing the Works.'

62.5 After 'revised quotation' in the second line insert

'as soon as possible and in any event'.

63.2 In the third line of the last paragraph after the word 'applied' insert
'separately'

7 Rights to material

70 Delete entire clause and replace with:

70.1 All Foreground Information and intellectual property rights therein shall vest in and be the property of the Employer on their creation.

70.3 The Employer hereby grants to the Contractor for the contract period and free of charge a non-exclusive royalty free licence, together with a sub-licence to Subcontractors, to use such of the Foreground Information as the Contractor reasonably requires for the purposes of performing the services.

70.4 The Contractor hereby grants to the Employer, subject to the rights of third parties, a perpetual, irrevocable and royalty free licence to use the Background Information and any intellectual property rights therein as required to use the Foreground Information and/or the Documents for any purpose.

70.5 The Contractor shall highlight to the Employer any third party intellectual property rights which appear to be relevant to the Employers use of the Foreground Information and/or the Documents, and following consultation with the Employer and insofar as reasonably practicable the Contractor shall secure a licence on behalf of the Employer to use the third party intellectual property rights.

70.6 The Contractor shall, following consultation with the Employer and insofar as reasonably practicable, secure a licence on behalf of the Employer to use any third party software (except for commonly used and commercially available software) used by the Contractor and its Subcontractors in performing the services.

70.7 All licences shall be purchased in consultation with the Employer so that licence terms appropriate to the intended use of such intellectual property rights or software are obtained.

70.8 The Contractor shall indemnify the Employer and keep the Employer fully indemnified against all losses which the Employer may sustain or incur that arise out of allegations that the Employer has infringed the intellectual property rights of any third party in using the Documents in accordance with this Clause.

70.9 The Contractor shall mark any copyright works comprising Foreground Information with the legend © Crown Copyright (insert year of generation of the works)

72 Insert new clause "Disclosure":

72.1 Except with the written consent of the Employer, the Contractor shall not disclose the services to any person other than a person employed by the Contractor or a

Subcontractor. Disclosure shall be confined to those members of staff whose access to the information is essential for performance of the services.

72.2 Subject to clause 72.5, 72.6 and 72.7, each Party:

- a) shall treat in confidence all Information it shall receive from the other;
- b) shall not disclose any of that Information to any third party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except that the Contractor may disclose Information in confidence, without prior consent, to such persons as and to such extent as may be necessary for the performance of the services;
- c) shall not use any of that information otherwise than for the purpose of performing the services; and
- d) shall not copy any of that Information except to the extent necessary for the purpose of exercising its rights of use and disclosure under this agreement.

72.3 The Contractor shall take all reasonable precautions necessary to ensure that all the Information disclosed to the Contractor by or on behalf of the Employer under or in connection with this agreement:

- a) is disclosed to its employees and Subcontractors only to the extent necessary for the performance of the services;
- b) is treated in confidence by them and not disclosed except with prior written consent or used otherwise than for performing work or having work performed for the Employer under this agreement or any subconsultancy agreement.
- c) is returned to the Employer by the Contractor on Completion of the whole of the Services

72.4 The Contractor shall ensure that its employees, and its Subcontractors and their employees, are aware of its arrangements for discharging the obligations under clause 72.1, 72.2 and 72.3 before they receive Information and take such steps as may be reasonably practical to enforce such arrangements.

72.5 Clause 72.2 and 72.3 shall not apply to the Information to the extent that either Party:

- a) exercises rights of use or disclosure granted otherwise than in consequence of, or under, this agreement;
- b) has the right to use or disclose the Information in accordance with other conditions of this agreement;
- c) can show:
 - i) that the Information was or has become published or publicly available for use otherwise than in breach of any provision of this agreement or any other agreement between the Parties;
 - ii) that the Information was already known to it (without restrictions on disclosure or use) prior to it receiving it under or in connection with the services;

iii) that the Information was received without restriction on further disclosure from a third party who lawfully acquired it and who is itself under no obligation restricting its disclosure; or

iv) from its records that the same information was derived independently of that received under or in connection with the services; provided the relationship to any other Information is not revealed.

72.6 Neither Party shall be in breach of this Clause 72 where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the Party making the disclosure shall ensure that the recipient of the Information is made aware of and asked to respect its confidentiality. Such disclosures shall in no way diminish the obligations of the Parties under this Clause.

72.7 The Employer shall not be in breach of this Clause 72 where it can show that any disclosure of Information is made solely and to the extent necessary to comply with the Freedom of Information Act 2000 ("the Act") or the Environmental Information Regulations 2004 ("the Regulations"). To the extent permitted by the time for compliance with the Act or the Regulations, the Employer shall consult the Contractor where the Employer is considering the disclosure of Information under the Act or the

Regulations and, in any event, shall provide prior notification to the Contractor of any decision to disclose the Information. The Contractor acknowledges and accepts that its representations on disclosure during consultation may not be determinative and that the decision whether to disclose Information in order to comply with the Act or the Regulations is a matter in which the Employer shall exercise its own discretion, subject always to the provisions of the Act or the Regulations. For the avoidance of doubt, nothing in this condition shall affect the Contractor's rights at law.

72.8 Nothing in this Clause shall affect the Parties' obligations of confidentiality where information is disclosed orally in Confidence

8 Indemnity, insurance and liability

82.1 **Add to the Insurance Table – after 'loss of or damage to the works' insert:-**

'save as caused by

- *Terrorism to the extent not insured under the Pool Re Arrangement*
- *Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds'.*

82.2 Insert a new clause 82.2

82.2 Professional Indemnity

'The following provisions shall apply unless the *Contractor* has no design responsibilities under this contract.

82.2.1 The *Contractor* shall maintain professional indemnity insurance covering (inter alia) its potential liability under this contract for the given insurance policy year in the event that it breaches this contract upon market norm terms and conditions prevailing for

the time being in the insurance market, and with reputable insurers lawfully carrying on such insurance business in the United Kingdom, in an amount of not less than £5,000,000.00 (Five million pounds) 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, with lower annual and/or annual aggregate limits of cover in respect of pollution and contamination related claims and similar where such limited cover is the norm for a period beginning now and ending 6 years after the date of Completion or termination of the Contract if earlier, provided always that such insurance is available at commercially affordable rates and on terms such that prudent building contractors who undertake design generally carry such insurance ('Reasonable Rates and Terms').

- 82.2.2 Any increased or additional premium required by insurers by reason of the *Contractor's* own claims record or other acts, omissions, matters or things particular to the *Contractor* shall be deemed to be within Reasonable Rates and Terms.
- 82.2.3 The *Contractor* shall immediately inform the *Employer* if such insurance ceases to be available upon Reasonable Rates and Terms in order that the *Contractor* and the *Employer* can discuss means of best protecting their respective positions in respect of this contract and the service in the absence of such insurance.
- 82.2.4 The *Contractor* shall co-operate fully with any measures reasonably required by the *Employer* including (without limitation) completing any proposals for insurance and associated documents, maintaining such insurance at rates above Reasonable Rates and Terms if the *Employer* undertakes in writing to reimburse the *Contractor* in respect of the net cost of such insurance to the *Contractor* above Reasonable Rates and Terms.
- 82.2.5 When reasonably requested to do so by the *Employer* the *Contractor* shall produce promptly for inspection and or provide a copy of satisfactory documentary evidence (and a copy of an insurance broker's letter or similar certificate shall be satisfactory) that the required professional indemnity insurance is being maintained.
- 82.2.6 The *Contractor* shall notify the *Employer* in writing from time to time of any change in its professional indemnity insurance arrangements which take it outside the requirements of this contract and within seven days of the *Employer's* request at any time the *Contractor* will produce for inspection documentary evidence as to compliance with this Clause.
- 82.2.7 If the *Contractor* fails to comply with its obligations under this Clause the *Employer* may take out insurance to cover some or all of the loss or damage which could result from a breach of the *Contractor's* obligations under this contract and may recover the costs and expenses of taking out such insurance from the *Contractor* as a debt.'

9 Termination and dispute resolution

Insert the following new section:

90.6 Public Contracts Regulations 2015

- 90.6 (1) The *Employer* may terminate the *Contractor's* obligation to Provide the Works 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 *Contractor* at the date when this contract came into existence, the procedures and amounts due on termination are the same as if the *Contractor* has substantially failed to comply with this contract.

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 an event which the Parties could not reasonably prevent has substantially affected the *Contractor's* work for a continuous period of more than thirteen weeks.

Insert the following new section:

100 The Contracts (Rights of Third Parties) Act 1999

100.1 A person who is not a party to this contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract unless it is stated expressly in the Contract Data that an identified third party may enforce such rights and those rights are identified.'

100.2 The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.'

Z Clauses

Z1 The Contractor warrants that they have not done and will not do anything that would result in a breach of the Employer's Security Procedures or the Official Secrets Act.

Z2 The Contractor warrants that it has not done and will not do any of the following (hereafter referred to as "Prohibited Acts"):

a) offered, given or agreed to give to any Crown servant any gift or consideration of any kind as an inducement or reward;

i) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or execution of this or any other contract with the Crown; or

ii) for showing or not showing favour or disfavour to any person in relation to this or any other contract with the Crown;

b) entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Employer, and in respect of any breach of any of the above warranties and undertakings the Contractor acknowledges that the Employer will be entitled to claim damages against the Contractor.

Z3 In performing the services the Contractor shall not use Prohibited Materials or produce designs that may use Prohibited Materials.

Z4 The Contractor shall inform the Employer, as soon as practicable, in writing of any Change of Control.

Z5 In accordance with Clause 10.1 and without affecting either Party's statutory rights, in the event of a dispute the Parties will meet to agree if a formal dispute resolution is required and which procedure will be used.

- Z6 Where any investigation is conducted or proceedings are brought which arise directly or indirectly out of any act or omission of the Contractor, its agents or Subcontractors, or key people, and where there is a finding against the relevant party in such investigation or proceedings, the Contractor shall indemnify the Employer and the Employer with respect to all costs, charges and expenses (including legal and administrative expenses) arising out of or in connection with any such investigation or proceedings and such other financial redress to cover any payment the Employer may have been ordered or required to pay to a third party.
- Z7 The Contractor shall ensure at no extra cost to the Employer that for the purposes of carrying out any audit, the Employer's internal and nominated external auditors are given access to inspect and examine such documents as may reasonably be required which are owned, held or otherwise within the control of the Contractor. The Contractor shall also promptly provide such oral and written explanations as it is considered necessary in order to assist the auditors referred to above to carry out their functions.
- Z8 The Contractor shall for the purpose of carrying out any audit provide, at no additional cost to the Employer, such facilities for representatives of the Employer as the Employer may reasonably require.
- Z9 The Contractor shall, hold harmless and indemnify the Employer on demand from and against all Losses incurred by or imposed upon the Employer as a result of:
- 1) death or personal injury;
 - 2) loss, damage to or loss of use of property or assets (including property or assets belonging to the Employer or for which it is responsible);
 - 3) breach of statutory duty;
 - 3) any third party claims arising out of, or in consequence of, the performance or non-performance by the Contractor, arising from any breach of contract, tort (including negligence) or breach of statutory duty by the Contractor.
- Z10 Fraud
- At all stages of its involvement under and in connection with the services, the Contractor shall take all practicable steps to prevent fraud and/or the risk of fraud arising. If in the reasonable opinion of the Employer the Contractor commits any fraud (as defined by the Law of the Contract) in relation to the services or any contract with the Employer or any other public body then the Employer may terminate the services for the Contractor's default by giving 10 Working Days' notice to the Contractor. The Contractor shall, keep and maintain all relevant records, invoices, approvals, notes; minutes of meetings and all such other original documents as may be required to verify the services carried out by the Contractor and its Subcontractors so that they may be provided upon request by the Employer. The Contractor shall immediately report to the Employer any circumstances giving rise to fraud within its own organisation, that of its Subcontractors, the Employer or otherwise in relation to the services and shall provide all such relevant information which may assist the Employer in dealing with such report efficiently and effectively. The Employer shall be entitled to set-off, deduct, abate or recover as a debt against the Contractor all losses howsoever arising in connection with or sustained as a consequence of fraud including all associated investigation costs.

Z11 Continued effect.

Notwithstanding any breach of this contract by either Party, and without prejudice to any other rights which the other Party may have in relation to it, the other Party may elect to continue to treat this contract as being in full force and effect and to enforce its rights under this contract. The failure of either Party to exercise any right under this contract, including any right to terminate this contract and any right to claim damages, shall not be deemed a waiver of such right for any continuing or subsequent breach.

Z12 Use of Information Technology (IT)

The Contractor and its Subcontractors may use any of the Employer's IT Systems including connections to the internet or intranet services, with express permission from the Employer, and appropriate security clearance and only for the performance of the services. Use of a third party's computer equipment and software, including any connections to the internet or intranet services, on the Employer's premises, is subject to the approval of the Employer and said third party. The Contractor shall procure that its employees, and its Subcontractors and their employees, comply with the Employer's policies, procedures and instructions in respect of computer hardware and software, including any connections to the internet or intranet services. The Employer may on reasonable notice from time to time make reasonable or necessary amendments to such policies, procedures and instructions. The Contractor shall take all reasonably practicable precautions to ensure that its employees, and its Subcontractors and their employees, do not use computer hardware or software, including any connections to the internet or intranet services, unlawfully or for unlawful purposes. The Contractor shall not cause or allow any of its employees, or its Subcontractors and their employees, to bring the reputation of the Employer or Employer into disrepute by any action, activity or behaviour in connection with computer hardware or software. Failure by the Contractor to comply with this Clause shall constitute a material breach of this agreement which may lead to termination.

Z13 Transfer

Neither Party to this contract shall give, bargain, sell, assign, or otherwise dispose of this contract or any part thereof, or the benefit or advantage of this contract or any part thereof, without the previous consent in writing of the other Party.

Z14 Mitigation

Each of the Parties shall at all times take all reasonable steps to minimise and mitigate any loss which the relevant Party is entitled to recover from the other Party pursuant to this contract.

Z15 Russian/Belarussian products and/or services

The Contractor shall, and shall procure that their Sub-contractors shall, notify the Authority in writing as soon as they become aware that:

- a. the Contract Deliverables and/or Services contain any Russian/Belarussian products and/or services; or
- b. that the Contractor or any part of the Contractor's supply chain is linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian/Belarusian person or entity. Please note that this does not include companies:

(1) registered in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement; and/or

(2) which have significant business operations in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement.

The Contractor shall, and shall procure that their Sub-contractors shall, include in such notification (or as soon as reasonably practicable following the notification) full details of the Russian products, services and/or entities and shall provide all reasonable assistance to the Authority to understand the nature, scope and impact of any such products, services and/or entities on the provision of the Contract Deliverables and/or Services.

The Authority shall consider the notification and information provided by the Contractor and advise the Contractor in writing of any concerns the Authority may have and/or any action which the Authority will require the Contractor to take. The Contractor shall be required to submit a response to the concerns raised by the Authority, including any plans to mitigate those concerns, within 14 business days of receipt of the Authority's written concerns, for the Authority's consideration.

The Contractor shall include provisions equivalent to those set out in this clause in all relevant Sub-contracts."

Z16 Contractors Personnel at Government Establishments

The Consultant shall comply with DEFCON 76 which can be found at www.gov.uk

Z17 Cyber

The Consultant shall comply with DEFCON 658 which can be found at www.gov.uk

Z18 Official Sensitive Security Requirements

The Consultant shall comply with DEFCON 660 which can be found at www.gov.uk

Z19 Transparency

The Consultant shall comply with DEFCON 539 which can be found at www.gov.uk