



# Professional Service Contract

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## Contract Data Forms

June 2017

(with amendments January 2019)

## Contract Execution

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

Terms in this agreement have the meanings given to them in the contract between the Environment Agency and [REDACTED]

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

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

**Executed under hand** . . . . .

**by**

[REDACTED]

. . . . .

(Named Suppliers)

# Contract Data

## PART ONE – DATA PROVIDED BY THE *CLIENT*

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

### 1 General

The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Professional Service Contract June 2017 (with amendments January 2019)

Main Option

E

Option for resolving and avoiding disputes

W2

Secondary Options

X2, X9, X10, X11, X18, Y(UK)2, Y(UK)3, Z1, Z2, Z3, Z8, Z9, Z12

The *service* is

The Environment Agency is rolling out Microsoft 365 based virtual workspaces for each of its capital projects to provide benefits to productivity, collaboration and user experience within the project teams. These workspaces will connect existing systems (Asite, FastDraft, SPOL) enabling automations and more streamlined ways of working through integrations. Service team will consist of 2 full time equivalents (FTE) to work across the IDT hubs across England.

The *Client* is

Name

[REDACTED]

Address for communications

[REDACTED]

Address for electronic communications

[REDACTED]

The *Service Manager* is

Name

[REDACTED]

Address for communications

[REDACTED]

Address for electronic communications

[REDACTED]

The *Scope* is in

[REDACTED]

The *language of the contract* is

The *law of the contract* is the law of

The *period for reply* is  except that

• The *period for reply* for  is

• The *period for reply* for  is

The *period for retention* is  year(s) following Completion or earlier termination

The following matters will be included in the Early Warning Register

N/A

Early warning meetings are to be held at intervals no longer than

## 2 The Consultant's main responsibilities

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

The *key dates* and *conditions* to be met are

	<i>condition</i> to be met	<i>key date</i>
(1)	<input type="text" value="n/a"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>

If Option A is used

The *Consultant* prepares forecasts of the total *expenses* at intervals no longer than

If Option C or E is used

The *Consultant* prepares forecasts of the total Defined Cost plus Fee and *expenses* at intervals no longer than

## 3 Time

The *starting date* is

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

access	access date
(1) <input type="text"/>	<input type="text"/>
(2) <input type="text"/>	<input type="text"/>
(3) <input type="text"/>	<input type="text"/>

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

4 weeks

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

The *completion date* for the whole of the *service* is

If no programme is identified in part two of the Contract Data

The period after the Contract Date within which the *Consultant* is to submit a first programme for acceptance is

2 weeks

## 4 Quality management

The period after the Contract Date within which the *Consultant* is to submit a quality policy statement and quality plan is

4 weeks, if not previously provided by the *Consultant*

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

52 weeks

## 5 Payment

The *currency of the contract* is the

£ sterling

The *assessment interval* is

Monthly

If the *Client* states any *expenses*

The *expenses* stated by the *Client* are

item	amount
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

The *interest rate* is

Bank of England bank

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

The period within which payments are made is

1 Month

If Option C or E is used and the *Client* states any locations

The locations for which the *Consultant* provides a charge for the cost of support people and office overhead are

All UK offices

If Option C is used

The *Consultant's share percentages* and the *share ranges* are

*share range*

*Consultant's share percentage*

less than	<input type="text"/>	%	<input type="text"/>	%
from	<input type="text"/>	% to	<input type="text"/>	%
from	<input type="text"/>	% to	<input type="text"/>	%
greater than	<input type="text"/>	%	<input type="text"/>	%

If Option C or E is used

The *exchange rates* are those published in

on  (date)

## 6 Compensation events

If there are additional

These are additional compensation events

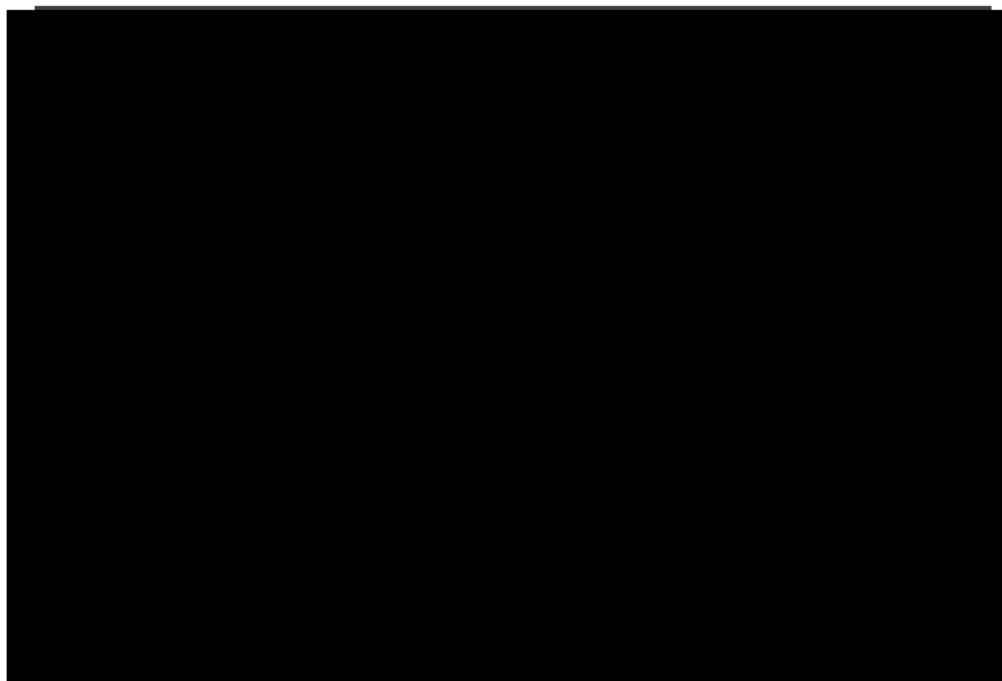
## 8 Liabilities and insurance

If there are additional  
*Client's liabilities*

These are additional *Client's liabilities*

(1)	<input type="text" value="N/A"/>
(2)	<input type="text"/>
(3)	<input type="text"/>

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





## Resolving and avoiding disputes

The *tribunal* is

Litigation in the courts

If the *tribunal* is arbitration

The *arbitration procedure* is

'to be confirmed'

The place where arbitration  
is to be held is

'to be confirmed'

The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the *arbitration procedure* does not state who selects an arbitrator is

The *Senior Representatives* of the *Client* are

Name (1)

Address for communications

Address for electronic communications

Name (2)

Address for communications

Address for electronic communications

The *Adjudicator* is

Name

'to be confirmed'

Address for communications

'to be confirmed'

Address for electronic communications

'to be confirmed'

The *Adjudicator nominating body* is

Institution of Civil Engineers



**X2: Changes in the law**

If Option X2 is used	The <i>law of the project</i> is	The law of England and Wales, subject to the jurisdiction of the courts of England and Wales
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**X9: Transfer of Intellectual Property Rights**

**X10: Information modelling**

If Option X10 is used		
If no <i>information execution plan</i> is identified in part two of the Contract Data	The period after the Contract Date within which the <i>Consultant</i> is to submit a first Information Execution Plan for acceptance is	4 weeks

**X11: Termination by the Client**

**X18: Limitation of liability**

If Option X18 is used	
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**Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996**

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

The period for payment is  days after the date on which payment becomes due

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

If Option Y(UK)3 is used	term	<i>beneficiary</i>
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>

If Y(UK)3 is used with Y(UK)1 the following entry is added to the table for Y(UK)3	term	<i>beneficiary</i>
	<input type="text" value="The provisions of Options Y(UK)1"/>	<input type="text" value="Named Suppliers"/>

## Z: Additional conditions of contract

If Option Z is used

The *additional conditions of contract* are

### Z1 Disputes:

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

### Z2 Prevention

The text of clause 18 Prevention is deleted.

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

The service is affected by any of the following events

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

### Z3 Disallowed Costs

In second bullet of 11.2 (18) add:

(including compensation events with the Subcontractor, i.e. payment for work that should not have been undertaken).

Add the following additional bullets after 'and the cost of ' :

- Mistakes or delays caused by the Consultant's failure to follow standards in Scopes/quality plans.
- Reorganisation of the Consultant's project team.
- Additional costs or delays incurred due to Consultant's failure to comply with published and known guidance or document formats.
- Exceeding the Scope without prior instruction that leads to abortive cost
- Re-working of documents due to inadequate QA prior to submission, i.e. grammatical, factual arithmetical or design errors.
- Production or preparation of self-promotional material.
- Excessive charges for project management time on a commission for secondments or full time appointments (greater than 5% of commission value)
- Any hours exceeding 8 per day unless with prior written agreement of the Service Manager
- Any hours for travel beyond the location of the nearest consultant office to the project unless previously agreed with the Service Manager
- Attendance of additional individuals to meetings/ workshops etc who have not been previously invited by the Service Manager
- Costs associated with the attendance at additional meetings after programmed Completion, if delay is due to Consultant performance.
- Costs associated with rectifications that are due to Consultant error or omission.
- Costs associated with the identification of opportunities to improve our processes and procedures for project delivery through the Consultant's involvement
- Was incurred due to a breach of safety requirements, or due additional work to comply with safety requirements
- Was incurred as a result of the Client issuing a Yellow or Red Card to prepare a Performance Improvement Plan

### Z8 Requirement for Invoice

Insert the following sentence at the end of clause 51.1:

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

Delete existing clause 51.2 and insert the following:

51.2 Each certified payment is made by the later of

- one week after the paying Party receives an invoice from the other Party and
- three weeks after the assessment date, or, if a different period is stated in the Contract Data, within the period stated.

If a certified payment is late, or if a payment is late because the Service Manager has not issued a certificate which should be issued, interest is paid on the late payment. Interest is assessed from the date by which the late payment should have been made until the date when the late payment is made, and is included in the first assessment after the late payment is made.

### Z9 Conflict of Interest

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

### Z12 Waiver

No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party by the Service Manager in writing in accordance with the Contract, and with express reference to Clause Z12. The failure of either party to

insist upon strict performance of the Contract, or any failure or delay in exercising any right or remedy shall not constitute a waiver or diminution of the obligations established by the Contract.

**PART TWO – DATA PROVIDED BY THE CONSULTANT**

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

**1 General**

The *Consultant* is

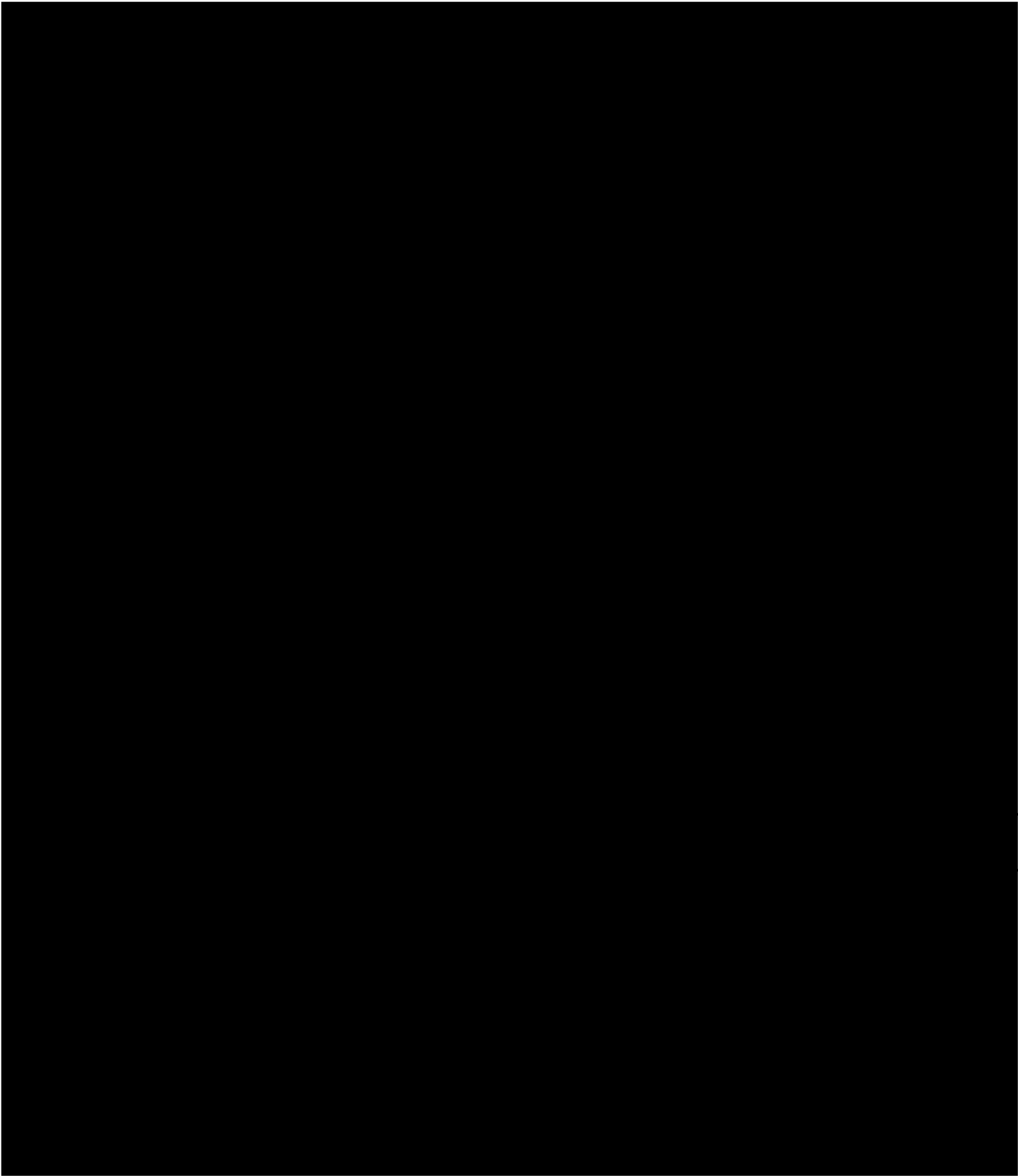
Name

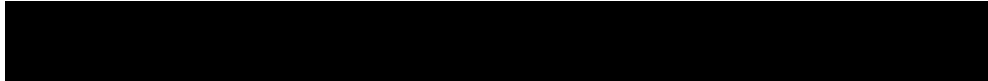
Address for communications

Address for electronic communications

The *fee percentage* is

%





The following matters will be included in the Early Warning Register

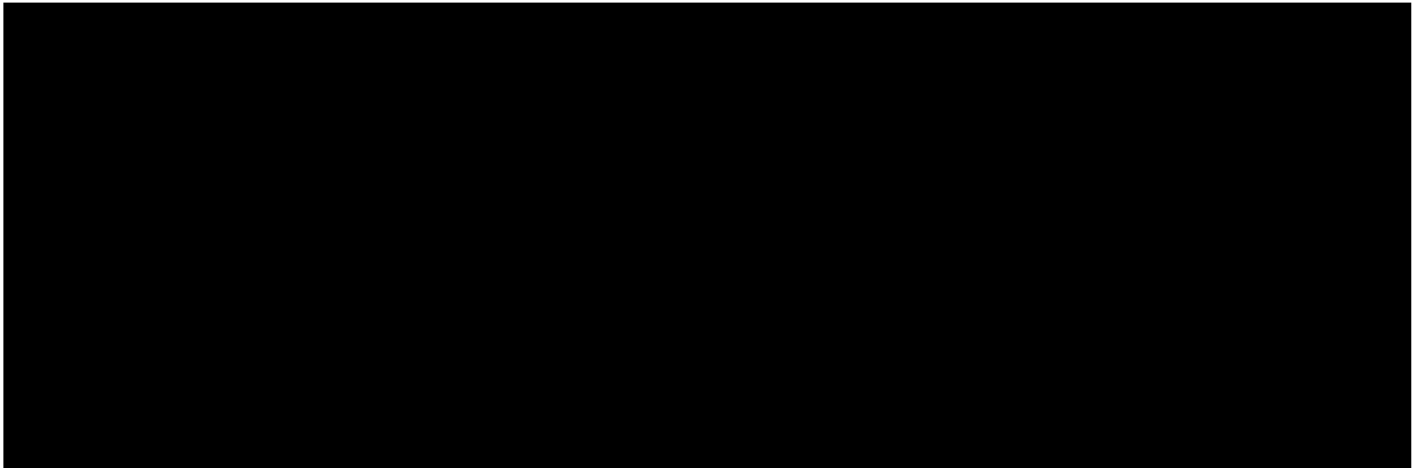
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2 The *Consultant's* main responsibilities

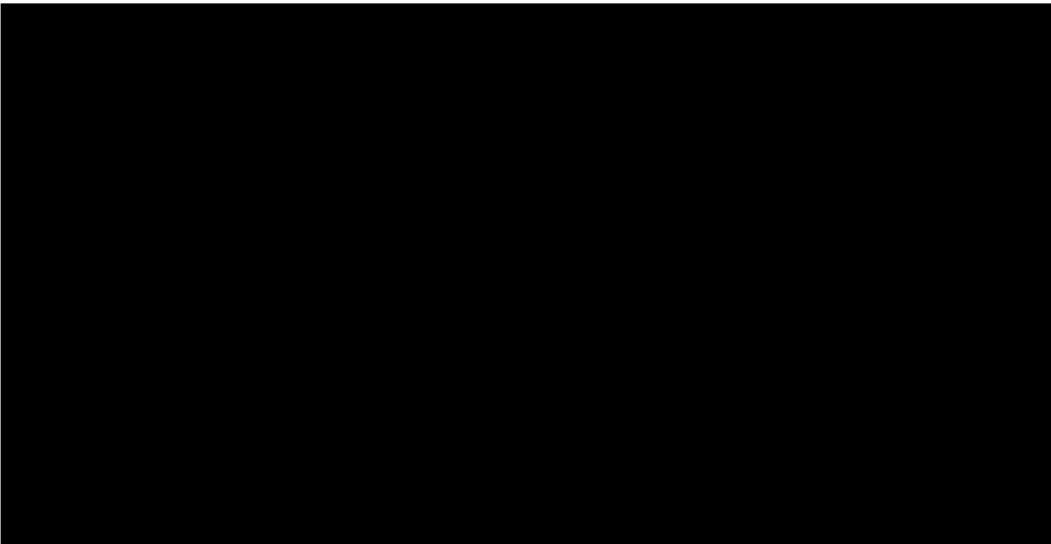
If the *Consultant* is to  
provide Scope

The Scope provided by the *Consultant* is in

5 Payment



Resolving and avoiding disputes



## X10: Information modelling

If Option X10 is used

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

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

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## Y(UK)1: Project Bank Account

If Option Y(UK)1 is used

The *project bank* is

n/a
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*named suppliers* are

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

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

location	overhead percentage
n/a	n/a %
n/a	n/a %
n/a	n/a %

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

The *people rates* are

category of person	unit	rate



# PSC Scope template

NEC4 professional services contract (PSC)



Environment  
Agency

412\_13\_SD02



## Environment Agency NEC4 professional services contract (PSC) Scope

## Project / contract Information

Project name	[REDACTED]
Project SOP reference	
Contract reference	
Date	12/05/2023
Version number	1
Author	Environment Agency

## Revision history

Revision date	Summary of changes	Version number
	First issue	

This Scope should be read in conjunction with the version of the Minimum Technical Requirements current at the Contract Date. In the event of conflict, this Scope shall prevail. The *services* are to be compliant with the version of the Minimum Technical Requirements.

Document	Document Title	Version No	Issue date
412_13_SD01	Minimum Technical Requirements	Insert latest version of MTR on ASite	Insert date of latest version of MTR on ASite

## Details of the Scope

Details of the Scope are as follows.

### 1. Description of the work:

#### 1.1. Objective

##### **Change Management and Implementation Team**

The Environment Agency is rolling out Microsoft 365 based virtual workspaces for each of its capital projects to provide benefits to productivity, collaboration and user experience within the project teams. These workspaces will connect existing systems (Asite, FastDraft, SPOL) enabling automations and more streamlined ways of working through integrations.

We are seeking a project team to enable and support the adoption of these workspaces across approximately 1000 projects. The primary focus is on the provision of training and start up support to approximately 2000 users located at around 12 geographically dispersed hubs across the whole of England. This roll-out is to be delivered gradually over a 9 month period - allowing for a phase of preparation and planning.

#### 1.2. Outcome Specification

To enable and support the adoption of new virtual workspaces, developed by this project. Establishing associated new ways of working for the user communities to facilitate the realisation of collaboration, productivity and user experience benefits. To ensure the adequate transfer of skills and knowledge to a cohort of individuals in key roles in each hub to provide sustainable support.

- [REDACTED]  
[REDACTED]  
[REDACTED]
- Service team can be composed of either part-time (0.5 FTE) or full-time individuals and therefore up to 4 individuals.
- Service delivery will be hybrid but some time for individuals within the service team (2-3 days a week at times) should be anticipated working at relevant EA offices (both main and satellite). As a national project some reasonable travel will be required to other hubs and for project meetings.
- A geographical spread of base (home) locations across England for individuals within the team would be helpful to keep the travel to reasonable levels and minimise our carbon footprint. We anticipate that service team members will each be aligned to a specific (regional) IDT hub to provide continuity and support strong working relationships.

## 2. Outcomes required

By contract end

A seamless and proactive link established and functioning with assigned teams through training and ongoing support for them to smoothly adopt and adapt to the new ways of working and the workspaces that enable this.

- All\* assigned Project, Area PMO and IDT workspaces established and functioning as per Implementation Plan
- Assigned\* elements of the user community are confident and capable in the use of the workspaces – 90% target of user community with a 'working knowledge' capability level and 5 – 10% target with a practitioner capability level to enable provision of post project support.
- Innovative training material and associated resources created, tested and refined through use to provide a legacy for the business
- Clear evidence that new ways of working are leading to productivity, collaboration and user experience benefits within assigned areas

### **What activities the service will provide:**

1. Champion the project and deliver a seamless and proactive link with teams through training and ongoing support for them to smoothly adopt and adapt to the new ways of working and the workspaces that enable this.
2. Contribute to lessons learnt and continuous improvement and input as required to the development and updating of plans, strategies and training material and guidance.
3. Work to ensure timely progress with adoption across the workspaces, raising the levels of competence and compliance through defined training and support plans.
4. Ensure sufficient skills and knowledge are developed in a cohort of individuals across each hub to provide post project support.
5. Understand, monitor, and respond to business risks with the necessary mitigation, in collaboration with the Project Team.
6. Work with the Information Management lead and support, where appropriate, messaging and advice relating to overlapping areas of scope to support the wider aim of data integrity. Identifying where synergies in effort and knowledge can be exploited.
7. Ensure planned operational efficiencies are realised through use of the workspaces, working collaboratively with the Implementation Lead and local user community led by the Business Change Manager.

### **What experience and skills should service team members need?**

#### **Essential**

- A degree level qualification in a relevant subject/field.
- Experience of working within a project environment
- Confident communicators and influencers, comfortable working in an environment of change and adaptable to a wide variety of audiences and styles. Able to lead, demonstrate and explain how to do things in a workshop/surgery environment and provide both positive and constructive feedback on a one 1:1 basis to help develop
- Working knowledge and understanding of ISO1965 and BIM working practices
- Knowledgeable and competent in the use of the Microsoft 365 software suite e.g. Outlook, SharePoint, Teams, Word as a minimum

#### **Desirable**

- Experience as advocates for change; supporting stakeholders and including delivering difficult messages; promoting assurance and standard approaches.
- A good operational understanding of Asset Management and Programme Management within the Environment Agency or similar sector

- Experience in the delivery of training
- Experience of creating high quality guidance for end-users
- A basic understanding of the EA business processes across programme, project, allocation, reporting on the FCRM Programme and contract management supporting the management and delivery of our programmes and projects.
- A basic understanding of the governance arrangements supporting project delivery within the EA.
- A good understand of the New Ways of working (P30) or working towards.
- PRINCE2 Foundation or APM Project Fundamentals qualification (PFQ)
- Some knowledge and competency in the use of PowerApps, PowerBI, Power Automate
- [REDACTED]

### 3. Services and other things provided by the *Client*

[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]





