

9th December 2025

JCT Consultancy Agreement (Public Sector) 2016 (CA 2016) Schedule
of Amendments
relating to

Schools in Use (SiU) Programme

The Secretary of State for Education ⁽¹⁾ and
ARCADIS CONSULTING (UK) LIMITED ⁽²⁾

**Schedule of Amendments to the
JCT Consultancy Agreement (Public Sector) 2016 (CA 2016)**

The Contract shall comprise the JCT Consultancy Agreement (Public Sector) 2016 (CA 2016), subject to the amendments in this Schedule of Amendments, and shall be construed accordingly.

Agreement

THIS CONTRACT is made on

9th December 2025

BETWEEN:

- (1) **THE SECRETARY OF STATE FOR EDUCATION** of Sanctuary Buildings, Great Smith Street, London, SW1P 3BT (the "**Client**")
- 3.1(2) **ARCADIS CONSULTING (UK) LIMITED** (company number 02212959) whose registered office is situated at 80 Fenchurch Street, London, United Kingdom, EC3M 4BY (the "**Consultant**")

Recitals

- First the Client wishes to have the following services carried out at the Consultant's usual place of working (the "**Project**") as more particularly described in the Client's Brief;
- Second for the purposes of the Project, the Client has requested the Consultant to act in the capacity specified in the Contract Particulars and, for the fee specified in Annex A (the "**Fee**") to provide the services set out in Annex B (the "**Services**"), which the Consultant has agreed to do on the terms of this Agreement;
- Third Delete.

Articles

Article 1: Consultant's obligations

After "Conditions" insert "and this Contract".

Article 2: Payment

After "Conditions" insert "and this Contract".

Article 3A: BIM Information Manager

Not applicable

Article 3B: BIM Co-ordinator

Not applicable

Article 5: Arbitration

Not used – Arbitration does not apply

Article 6: Legal proceedings

Delete and insert "Without prejudice to Article 4 and clause 12.2, the Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales which shall have jurisdiction to hear and decide any suit, action or proceedings and/or settle any dispute or claim which may arise out of or in

connection with this Contract or its subject matter or formation (including non-contractual disputes or claims)."

Article 7: The Consultant's Deeds of Collateral Warranty

Not applicable

Article 8: Sub-consultants, Sub-contracts and Deeds of Collateral Warranty

Not applicable

Article 9: Incorporation of Schedule of Amendments

Insert a new Article 9:

"The Schedule of Amendments attached hereto is hereby incorporated into this Contract and the Agreement, Conditions and Schedules set out in the standard form shall take effect as amended by the Schedule of Amendments. If there is any discrepancy between the Agreement, Conditions and Schedules and the Schedule of Amendments, the wording contained in the Schedule of Amendments shall prevail."

Contract Particulars

Amend the Contract Particulars as follows:

<i>Clause etc</i>	<i>Subject</i>	
Article 5	Arbitration	Do not apply – legal proceedings apply
1.1	BIM Protocol	Delete and insert: 1.1 / BIM Documentation (<i>Not applicable</i>)
2.11.1	Consultant's aggregate liability (excluding liability for personal injury or death) is limited to	£5,000,000 (five million) (pounds)
2.11.2	Consultant's liability in respect of pollution or contamination damage (excluding liability for personal injury or death) is limited to	£5,000,000 (five million) ((pounds) in the aggregate
8.1.1	Professional Indemnity insurance	£5,000,000.00 (five million) pounds for any one claim
8.1.2	Public Liability insurance	With a limit of indemnity of £5,000,000 (five million pounds) per occurrence
8.2.1	Professional Indemnity insurance – expiry of the required period of insurance is	12 (twelve) years from the date of practical completion of the Project.

10.2	<p>Novation</p> <p>Clause 10.2 <i>(if neither entry is deleted, clause 10.2 will not apply)</i></p> <p>Where 10.2 applies, the form of Novation Agreement <i>(Identify the form or the document in which it is set out)</i></p>	Does not apply
11.2	Suspension: Remobilisation – period for recommencement instructions	Does not apply
12.3	Arbitration - appointor of Arbitrator (and of any replacement)	Not used – legal proceedings apply
Part 2	Third Party Rights and Collateral Warranties	Not used – see Articles 7 and 8

- (A) Notwithstanding that this Agreement may be signed underhand, the parties hereby agree that the limitation period under this Agreement shall be twelve (12) years from the date on which the cause of action accrued. For the avoidance of doubt, section 5 of the Limitation Act 1980 does not apply to this Agreement it forms.
- (B) Upon the expiration of twelve (12) years from the date of completion of the performance of the Services, the liability of the Consultant under this Agreement shall cease and determine, save in relation to any claims made by the Client against the Consultant and in respect of which proceedings have been commenced.

Attestation

Signed by or on behalf of the Client

Signed by: [REDACTED]

[REDACTED] (signature)

Signed by or on behalf of the Consultant:

Signed by: [REDACTED]

Acting pursuant to a Power of Attorney dated:

For and on behalf of Arcadis Consulting (UK) Limited

[REDACTED] (signature)

CONDITIONS

SECTION 1: DEFINITIONS AND INTEPRETATION

- 1.1 Delete the definitions "**Arbitrator**", "**Beneficiary**", "**BIM Protocol**", "**Funder**", "**Information Release Schedule**", "**Purchaser**", "**Tenant**", and "**Third Party Rights**".
Amend the definitions in clause 1.1 as follows:

Agreement	at the end of the definition insert ", as amended by the Schedule of Amendments"
Article	at the end of the definition insert ", as amended by the Schedule of Amendments"
Conditions	at the end of the definition insert ", as amended by the Schedule of Amendments".
Consultant's Design Information	delete "BIM Protocol" and insert "BIM Documentation".
Contract	after "Conditions" insert ", the Schedule of Amendments".
Contract Particulars	at the end of the definition insert ", as amended by the Schedule of Amendments".
Design Information	After "other material" insert "and/or information".
Interest Rate	delete "5%" and insert "3%".
Recitals	at the end of the definition insert ", as amended by the Schedule of Amendments".
Services	at the end of the definition insert ", and all services, duties and obligations to be provided and performed by the Consultant as set out in the Contract".
Statutory Requirements	in line 4 after "regulation" insert "rule". In line 5, after "undertaker" insert "or equivalent or relevant public body". At the end of the definition insert "(and in particular so as to comply with any requirements relating thereto which may be stipulated as pre-requisites for the adoption of any services, drains, sewers, pipes, wires, cables, or other service transmission media by any such authority or body (where the same are to be adopted)) and any Statutory Agreements".
Third Party Agreement	After "or the use of it" insert ", or any other third party agreement,".

- 1.1 Insert the following new definitions in clause 1.1:

BIM Co-ordinator	the person identified as the BIM Co-ordinator in Article 3B or such other person as may be notified to the Consultant from time to time.
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BIM Documentation	the documents identified as such in the Contract Particulars (against reference to clause 1.1) along with any other documentation prepared after the date of this Contract to facilitate the delivery of the Model.
BIM Information Manager	the person identified as the BIM Information Manager in Article 3A or such other person as may be notified to the Consultant from time to time.
BIM Standards	<p>the following standards:</p> <ul style="list-style-type: none"> (a) BS 1192-4:2014: Collaborative production of information: Fulfilling employer's information exchange requirements using COBie – code of practice; (b) PAS1192-3:2014: Specification for information management for the operational phase of assets using building information modelling; (c) PAS1192-5:2015: Specification for security-minded building information modelling, digital built environments and smart asset management; (d) PAS1192-6:2018: Specification for collaborative sharing and use of structured Health and Safety information using BIM; (e) BS EN ISO 19650-1: 2018: Organization and digitization of information about buildings and civil engineering works, including building information modelling (BIM) - Information management using building information modelling: Concepts and principles; (f) BS EN ISO 19650-2: 2018: Organization and digitization of information about buildings and civil engineering works, including building information modelling (BIM) - Information management using building information modelling: Delivery phase of the assets; (g) any other recognised BIM standards notified to the Contractor and/or recognised by the industry from time to time, <p>and any amendments to, re-publication of or replacement of any or all of these standards.</p>
Business Day	a day which is not a Saturday or Sunday or a bank or national holiday in England.
Change of Control	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010.
Client	the Client as identified in the Agreement, which expression shall include permitted assignees and successors in title.
Client's Confidential Information	all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and Consultants of the Client, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential

(whether or not it is marked "confidential") or which ought reasonably be considered to be confidential

Commercially Sensitive Information	the information agreed between the parties (if any) comprising the information of a commercially sensitive nature relating to the Consultant, the charges for the Services, its IPR or its business or which the Consultant has indicated to the Client that, if disclosed by the Client, would cause the Consultant significant commercial disadvantage or material financial loss;
Confidential Information	the Client's Confidential Information and/or the Consultant's Confidential Information;
Construction Products Regulations	UK Construction Products Regulation 2011 and the Construction Products Regulations 2013 (SI 2013/1387). any Contracting Body as defined in Regulation 5(2) of the Public Contracts (Services, Service and Supply) (Amendment) Regulations 2000 other than the Client.
Contracting Body	any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and Consultants of the Consultant, including IPRs, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential, including the Commercially Sensitive Information;
Consultant's Confidential Information	any Contracting Body as defined in Regulation 5(2) of the Public Contracts (Services, Service and Supply) (Amendment) Regulations 2000 other than the Client.
Crown Body	
Data Protection Laws	means, as applicable to either Party and/or to the rights, responsibilities and/or obligations of either Party in connection with this Contract: (a) the UK GDPR; (b) the Data Protection Act 2018; (c) the Directive 2002/58/EC (ePrivacy Directive) and/or the Privacy and Electronic Communications (EC Directive) Regulations 2003; (d) any other applicable law relating to the processing, privacy and/or use of Personal Data, as applicable to either Party and/or to

the rights, responsibilities and/or obligations of either Party in connection with this Contract];

(e) any laws which implement any such laws; and

(f) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing.

DOTAS

the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992.

Environmental Information Regulations

the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner in relation to such regulations

Federated Model

a shared Model representing the completed Project consisting of connected but distinct individual Models and incorporating the Specified Models.

FOIA

the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;

General Anti-Abuse

· the legislation in Part 5 of the Finance Act 2013; and

Rule

· any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements and to avoid national insurance contributions.

Group Company

any subsidiary company or holding company of an assignor, or another subsidiary or holding company of such company, as 'subsidiary' and 'holding company' are defined in the Companies Act 2006 but on the basis that the holding of not less than one quarter of voting rights shall be deemed to satisfy the condition in section 1159(1)(a).

Halifax Abuse Principle

the principle explained in the CJEU Case C-255/02 Halifax and others.

Intellectual Property Rights

(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in

or "IPRs"

inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information;

(b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction;

(c) all other rights having equivalent or similar effect in any country or jurisdiction; and

(d) all or any goodwill relating or attached thereto.

Law

any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Consultant is bound to comply;

Material

means:

(a) all designs, drawings, calculations, charts, diagrams, sketches, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, data, databases, schedules, programmes, bills of quantities, budgets, surveys, levels, setting out dimensions and/or other documents or materials produced or prepared by or on behalf of the Consultant or the Client in relation to and/or connection with the Project and/or the site (whether in existence or to be made) and all updates, amendments, additions and revisions to them and any works, designs or inventions contained incorporated or referred to in them for any purpose relating to the Project and/or the site; and

(b) all information in any electronic medium in relation to the Project and/or the site and/or the completed Project comprised in the Specified Models.

Model

a digital representation of part of the physical and/or functional characteristics of the Project.

Moral Rights

moral rights under Chapter IV of Part 1 of the Copyright Designs and Patents Act 1988.

Non-Performance Deductions

see Annex A

Occasions of Tax Non-Compliance

where any tax return of the Consultant submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:

- A Relevant Tax Authority successfully challenging the Consultant under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;

- The failure of an avoidance scheme which the Consultant was involved in, and which was, or should have been, notified to a Relevant Tax Authority under DOTAS or any equivalent or similar regime; and/or

- Where any tax return of the Consultant submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the date of this Contract or to a civil penalty for fraud or evasion.

Personal Data

has the meaning given in applicable Data Protection Laws from time to time.

Prohibited Act

to directly or indirectly offer, promise or give any person working for or engaged by the Client or other Contracting Body or any other public body a financial or other advantage to:

- induce that person to perform improperly a relevant function or activity; or
- reward that person for improper performance of a relevant function or activity;
- to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this contract;
- committing any offence:
 - under the Bribery Act 2010 (or any legislation repealed or revoked by such Act)
 - under legislation or common law concerning fraudulent acts; or
 - defrauding, attempting to defraud or conspiring to defraud the Client; or

any activity, practice or conduct which would constitute one of the offences listed above if such activity, practice or

conduct had been carried out in the UK.

Project Team Members	the members identified in Annex E and their sub-consultants and/or sub-contractors or such other professionals as the Client or the Consultant may from time to time engage in connection with the Project.
Request for Information	a request for information or an apparent request under the Code of Practice on Access to government Information, FOIA or the Environmental Information Regulations
Relevant Requirements	all applicable laws relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010
Relevant Tax Authority	HM Revenue & Customs, or, if applicable, a tax authority in the jurisdiction in which the Consultant is established.
Schedule of Amendments	this Schedule of Amendments.
Security Policy	the Client's security policy attached as Annex G (Security Provisions) as may be updated from time to time"
Specified Models	the Model or Models which the Consultant or any Project Team Member is to produce and deliver in accordance with the BIM Documentation.
Statutory Agreements	an agreement pursuant to section 38 and/or 278 of the Highways Act 1980 and/or an agreement pursuant to section 104 of the Water Industry Act 1991 and/or an agreement pursuant to section 106 of the Town and Country Planning Act 1990 and/or section III of the Local Government Act 1972. the "Check Employment Status for Tax" tool provided by HMRC and available at gov.uk.
IR35 Assessments	
UK GDPR	the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.
1.2.4	After "body corporate" insert "or any legal entity having legal capacity".
1.2.6	Delete "a BIM Protocol or other protocol" and insert "any BIM Documentation" and delete "protocol" from the last line and insert "documentation".
1.3	Insert a new final paragraph "All payments made by the Client to the Consultant pursuant to

any such interim agreement, letter of intent and/or other arrangement shall be deemed to have been made as part of the Fee. For the avoidance of doubt, the Client shall have no further liabilities (including any liability to make any payments) under such interim agreement, letter of intent and/or other arrangement."

1.4 In clause 1.4 **delete** "Notwithstanding any other provision of this Contract," and **insert** "Subject to the express rights of any person under any collateral warranty granted under the provisions of this Contract,"

1.6 Delete and insert: "This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales."

clauses 1.7 and 1.8, 1.9 not used

1.9

1.10 **Insert** new clause 1.10:

"Freedom of information"

1.10.1 The Consultant acknowledges that unless the Client has notified the Consultant that the Client is exempt from the provisions of the FOIA, the Client is subject to the requirements of the Code of Practice on Government Information, FOIA and the Environmental Information Regulations. The Consultant shall co-operate with and assist the Client so as to enable the Client to comply with its information disclosure obligations.

1.10.2 The Consultant shall:

1.10.2.1 transfer to the Client all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;

1.10.2.2 provide the Client with a copy of all Information in its possession, or power in the form that the Client shall require within five Working Days (or such other period as the Architect/Contract Administrator may specify) of the Client's request;

1.10.2.3 provide all necessary assistance as reasonably requested by the Client to enable the Client to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations; and

1.10.2.4 procures that its sub-contractors do likewise.

1.10.3 The Client is responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the provisions of the Code of Practice on Government Information, FOIA or the Environmental Information Regulations.

1.10.4 The Consultant shall not respond directly to a Request for Information unless authorised to do so by the Client.

1.10.5 The Consultant acknowledges that the Client may, acting in accordance with the Cabinet Office Freedom of Information Code of Practice on the Discharge of the Functions of

Public Authorities under Part 1 of the Freedom of information Act 2000, be obliged to disclose Information without consulting or obtaining consent from the Consultant or despite the Consultant having expressed negative views when consulted.

1.10.6 The Consultant shall ensure that all Information is retained for disclosure for twelve years where this Contract is executed as a deed or six years where this Contract is executed under hand and shall permit the Client to inspect such records as and when reasonably requested from time to time."

1.11 Insert a new clause 1.11 :

"UK GDPR

1.11.1 Each Party shall comply with all Data Protection Laws in connection with the exercise and performance of its respective rights and obligations under this Agreement.

1.11.2 The Client and the Consultant shall comply with the provisions of Annex H"

1.12 Insert a new clause 1.12:

"Tax Compliance

1.12.1 The Consultant represents and warrants that as at the date of this Contract, it has notified the Client in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasions of Tax Non-Compliance.

1.12.2 If, at any point prior to the end of the Rectification Period, an Occasion of Tax Non-Compliance occurs, the Consultant shall:

1.12.2.1 notify the Client in writing of such fact within 5 days of its occurrence; and

1.12.2.2 promptly provide to the Client:

1.12.2.2.1 details of the steps which the Consultant is taking to address the Occasions of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and

1.12.2.2.2 such other information in relation to the Occasion of Tax Non-Compliance as the Client may reasonably require."

1.13 Insert new clause 1.13

Prevention of Fraud and Bribery

1.13.1 The Consultant represents and warrants that neither it, nor to the best of its knowledge any of its employees, have at any time prior to the date of this Contract:

1.13.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or

1.13.1.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

1.13.2 During the carrying out of the Services the Consultant shall not::

1.13.2.1 commit a Prohibited Act; and/or

1.13.2.2 do or suffer anything to be done which would cause the Client or any of the Client's employees, consultants, Consultants, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements

1.13.3 During the carrying out of the Services the Consultant shall:

1.13.3.1 establish, maintain and enforce, and require that its sub-contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;

1.13.3.2 keep appropriate records of its compliance with this Contract and make such records available to the Client on request;

1.13.3.3 provide and maintain and where appropriate enforce an anti-bribery policy (which shall be disclosed to the Client on request) to prevent it and any Consultant's employees or any person acting on the Consultant's behalf from committing a Prohibited Act.

1.13.4 The Consultant shall notify the Client immediately in writing if it becomes aware of any breach of clause 1.13.1, or has reason to believe that it has or any of the its employees or sub-contractors have:

1.13.4.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act;

1.13.4.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or

1.13.4.3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Contract or otherwise suspects that any person or Party directly or indirectly connected with this Contract has committed or attempted to commit a Prohibited Act.

1.13.5 If the Consultant shall make a notification to the Client pursuant to clause 1.13.4, the Consultant shall respond promptly to the Client's enquiries, co-operate with any investigation, and allow the Client to audit any books, records and/or any other relevant documentation in accordance with this Contract.

1.13.6 If the Consultant breaches Clause 1.13.3, the Client may by notice require the Consultant to remove from carrying out the Services any Consultant's Person whose acts or omissions have caused the Consultant's breach.

1.14 Insert new clause 1.14

Security Requirements

The Consultant shall comply with, and procure the compliance of the Consultant's Persons,

with:

1.14.1 the Security Policy

1.14.2 Contract Schedule Annex G (Security Provisions).

1.15 Insert new clause 1.15

Cyber Essentials

The Client and the Consultant shall comply with the provisions Clause 1.2 Cyber Essentials of Annex G (Security Provisions)

Insert new clause 1.16

HMRC Requirements

1.16 This clause is to incorporate HMRC special terms and conditions in the form of HMRC Call-Off Schedule 23 (HMRC Terms) [Guidance: Client to reference Call-Off Schedule 23 (HMRC Terms)].

1.17 Insert a new clause 1.17:

"Publicity and Branding

1.17.1 The Consultant shall not:

- a. make any press announcements or publicise this contract in any way; or
- b. use the Client's name or brand in any promotion or marketing or announcement of the contract;

without the prior written approval of the Client.

1.17.2 The Client is entitled to publicise the contract in accordance with any legal obligation upon the Client, including any examination of the contract by the National Audit Office pursuant to the National Audit Act 1983 or otherwise."

1.18 Insert a new clause 1.18:

"Change of Control

1.18.1 The Consultant shall notify the Client immediately in writing and as soon as the Consultant is aware (or ought reasonably to be aware) that it is anticipating, undergoing, undergoes or has undergone a Change of Control and provided such notification does not contravene any Law. The Consultant shall ensure that any notification sets out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.

1.18.2 The Client may terminate the Consultant's obligation to perform the Services (which shall take effect as termination under clause 11.5.1) within six months from:

- a. being notified in writing that a Change of Control is anticipated or is in contemplation or has occurred; or
- b. where no notification has been made, the date that the Client becomes aware that a Change of Control is anticipated or is in contemplation or has occurred, but shall not be permitted to terminate where an approval was granted prior to the Change of Control."

1.19 Insert a new clause 1.19:

"Financial Standing

The Client may terminate the Consultant's obligation to perform the Service (which shall take effect as termination under clause 11.5.1) where in the reasonable opinion of the Client there is a material detrimental change in the financial standing and/or the credit rating of the Consultant which:

- a. adversely impacts on the Consultant's ability to perform its obligations under this Contract; or
- b. could reasonably be expected to have an adverse impact on the Consultant's ability to perform its obligations under this Contract."

1.20 Insert a new clause 1.20:

"Records, audit access and open book data

1.20.1 The Consultant shall keep and maintain for twelve years full and accurate records and accounts of the operation of this contract including the service provided under it, any subcontracts and the amounts paid by the Client.

1.20.2 The Consultant shall:

- a. keep the records and accounts referred to in clause 1.20.1. in accordance with law;
- b. afford any auditor access to the records and accounts referred to in clause 1.20.1 at the Consultant's premises and/or provides records and accounts (including copies of the Consultant's published accounts) or copies of the same, as may be required by any auditor from time to time during the Consultant performing the Services and the liability period under the contract in order that the auditor may carry out an inspection to assess compliance by the Consultant and/or its Sub-contractors of any of the Consultant's obligations under this contract including in order to:
 - i. verify the accuracy of any amounts payable by the Client under this contract (and proposed or actual variations to them in accordance with this Contract);
 - ii. verify the costs of the Consultant (including the costs of all Sub-contractors and any third party suppliers) in connection with performing the Services;
 - iii. identify or investigate an actual or suspected Prohibited Act, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Client has no obligation to inform the Consultant of the purpose or objective of its investigations;
 - iv. obtain such information as is necessary to fulfil the Client's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; and
 - v. enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Client has used its resources;

- c. subject to the Consultant's rights in respect of confidential information, the Consultant provides the auditor on demand with all reasonable co-operation and assistance in respect of:
 - i. all reasonable information requested by the Client within the scope of the audit;
 - ii. reasonable access to sites controlled by the Consultant and to any Consultant's equipment used to perform the Services; and
 - iii. access to the Consultant's personnel.

1.20.3 The Parties bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 1.20, unless the audit reveals a default by the Consultant in which case the Consultant reimburses the Client for the Client's reasonable costs incurred in relation to the audit.

1.20.4 This clause does not constitute a requirement or agreement for the purposes of section 6(3)(d) of the National Audit Act 1983 for the examination, certification or inspection of the accounts of the Consultant and the carrying out of an examination under Section 6(3)(d) of the National Audit Act 1983 in relation to the Consultant is not a function exercisable under this contract."

1.21 Insert a new clause 1.21:

"Equality and diversity

1.21.1 The Consultant shall perform its obligations under this contract in accordance with

- a. all applicable equality law (whether in relation to race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise); and
- b. any other requirements and instructions which the Client reasonably imposes in connection with any equality obligations imposed on the Client at any time under applicable equality law;

1.21.2 The Consultant shall take all necessary steps, and inform the Client of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation)."

1.22 Insert a new clause 1.22:

"Conflicts of interest

1.22.1 The Consultant shall take appropriate steps to ensure that neither the Consultant nor any of its personnel are placed in a position where (in the reasonable opinion of the Client) there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Consultant or its personnel and the duties owed to the Client under this contract.

1.22.2 The Consultant shall promptly notify and provide full particulars to the Client if such conflict referred to in the clause above arises or may reasonably be foreseen as arising.

1.22.3 The Client may terminate the Consultant's obligation to perform the Services immediately under clause 11.5.2 (as if insolvency applied) and/or to take such other steps the Client deems necessary where, in the reasonable opinion of the Client, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Consultant and the duties owed to the Client under this contract."

1.23 Insert a new clause 1.23:

"Financial distress

The Consultant complies with the provisions of Annex F (Financial Distress) in relation to the assessment of the financial standing of the Consultant and the consequences of a change to that financial standing."

SECTION 2: CONSULTANT'S GENERAL OBLIGATIONS

- 2.1 After "the Client's Brief" insert "and the Contract". After "expected of a" insert "properly qualified". After "size, scope" insert ", nature, value, character, timescale". After "complies with" insert "the terms of this Contract and".

At the end of 2.1 insert the following new paragraphs:

"The Consultant shall comply and procure compliance with the BIM Documentation in place for the time being, and in doing so shall have due regard to the relevant requirements and recommendations of the BIM Standards.

In performing his obligations under this Contract, the Consultant shall and shall ensure that each of his sub-consultants shall comply with the Modern Slavery Act 2015.

The Consultant shall comply with the Client's standards of corporate governance and the Consultant warrants that in entering into this Contract it has not and shall not (and shall procure that anyone employed or acting on behalf of it or any of its agents shall not) commit any Prohibited Act."

- 2.1A Insert a new clause 2.1A:

"Client's obligations

The Client shall comply with its obligations under the BIM Documentation."

- 2.1B Insert a new clause 2.1B:

"Admittance to the Site

2.1.B.1 The Consultant shall submit details of people who are to be employed by it and its sub-contractors in connection with the Services to the Client. The details shall include a list of names and addresses, the capabilities in which they are employed, and other information required by the Client/Architect/Contract Administrator.

2.1.B.2 The Client may instruct the Consultant to take measures to prevent unauthorised persons being admitted to site. The instruction shall be valued as a variation under clause 3.6.1 if the measures are additional to those required by the Client's Requirements.

2.1.B.3 Consultant's Representative and Key Personnel are to carry a Client's pass and comply with all conduct requirements from the Client whilst they are on the parts of the site identified in the Client's Brief.

2.1.B.4 The Consultant shall submit to the Client for acceptance a list of the names of the people for whom passes are required. On acceptance, the Client or Architect/Contract Administrator will issue the passes to the Consultant. Each pass shall be returned to the Client when the employee no longer requires access to that part of the site or after the Client or Architect/Contract Administrator has given notice that the employee is not to be admitted to the site.

2.1.B.5 The Consultant shall not take photographs of the site or of work carried out in connection with the Services unless it has obtained the acceptance of the Client.

2.1.B.6 The Consultant shall take the measures needed to prevent any Consultant's employee taking, publishing or otherwise circulating such photographs."

2.1C Insert a new clause 2.1C:

"Legislation and Official secrets

2.1.C.1 The Consultant shall comply with the law in the carrying out of the Services.

2.1.C.2 The Official Secrets Acts 1911 to 1989 and, where appropriate, the provisions of section 11 of the Atomic Energy Act 1946 apply to this Contract.

[2.1.C.3 The Consultant shall notify its employees and its sub-contractors of their duties under these Acts."

2.2 Delete ", subject only to clause 6.5"

2.4 Delete and insert: "The Consultant warrants that it has not and shall not use and/or permit the use of and/or specify for use in or in connection with the Project any substances materials equipment products kit practices or techniques which by their nature or application do not conform with relevant British Standards or Codes of Practice or regulations or good building practice or any European Union equivalent current at the time of use or permission or specification, nor any substances materials equipment products kit practices or techniques which are generally known or generally suspected within the Consultant's profession and/or the construction industry:

2.4.1 to be deleterious in the particular circumstances in which they are used or specified for use to the health or safety of any person;

2.4.2 to be deleterious in the particular circumstances in which they are used or specified for use to the health, safety, stability, performance, physical integrity and/or durability of the Project or any part thereof and/or to other structures, finishes, plant and/or machinery;

2.4.3 to reduce or possibly reduce the normal life expectancy of works of a type comparable to the Project;

2.4.4 to become deleterious without a level or cost of maintenance which is higher than that which would normally be expected in a works of a type comparable to the Project;

2.4.5 not to comply with or have due regard to the report entitled "Good Practice in the Selection of Construction Materials" (current edition) published by the British Council for Offices; and/or

2.4.6 to be supplied or placed on the market in breach of the Construction Products Regulations.

The Consultant shall immediately notify the Client and Lead Consultant if it becomes aware of any such use, permission or specification or failure to comply with this clause."

2.7 After "prior consent" insert "and the Consultant shall ensure that it complies with the provisions of Article 8 in relation to any sub-contracting".]

Insert new subclauses, Sub-contracting 2.7A to 2.7C as follows:

"2.7A Each sub-contract shall include:

2.7A.1 period for payment of the amount due to the sub-contractor not greater than 5 days after the final date for payment in this Contract. The amount due shall, but shall not be limited

to, payment for work which the sub-contractor has completed from the previous application date up to the current application date in this Contract;

2.7A.2 a provision requiring the sub-contractor to include in each subsubcontract the same requirement (including this requirement to flow down, except that the period for payment is to be not greater than 9 days after the final date for payment in this Contract;

2.7A.3 a provision requiring the sub-contractor to assess the amount due to a subsubconsultant without taking into account the amount paid by the Consultant, and.

2.7A.4 terms and conditions that are no less favourable than those of this Contract. The Client shall be entitled to reject sub-contract conditions proposed by the Consultant that are unduly disadvantageous to the sub-contractor.

2.7B.1 The Consultant shall take all reasonable steps to engage SMEs as sub-contractors and to seek to ensure that no less than the percentage of the sub-contractors stated in the Client's Requirements (the "**SME Percentage**") are SMEs or that a similar proportion of the Fee is undertaken by SMEs.

2.7B.2 The Consultant shall report to the Client on a monthly basis the numbers of SMEs engaged as sub-contractors and the value of the Fee that has been undertaken by SMEs.

2.7B.3 Where available, the Consultant shall tender its sub-contracts using the same online electronic portal as was provided by the Client for the purposes of tendering this Contract.

2.7C Apprenticeships

2.7C.1 The Consultant shall take all reasonable steps to employ apprentices, and report to the Client the numbers of apprentices employed and the wider skills training provided, during the carrying out of the Services.

2.7C.2 The Consultant shall take all reasonable steps to ensure that no less than the percentage of its employees stated in the Client's Requirements (the "**Apprenticeship Percentage**") are on formal apprenticeship programmes or that a similar proportion of hours worked in carrying out the Services, (which may include support staff and sub-Contractors) are provided by employees on formal apprenticeship programmes.

2.7C.3 The Consultant shall make available to its employees and sub-contractors working on the Contract, information about the Government's Apprenticeship programme and wider skills opportunities.

2.7C.4 The Consultant shall provide any further skills training opportunities that are appropriate for its employees engaged in carrying out the Services.

2.7C.5 The Consultant shall provide a written report detailing the following measures in its regular contract management monthly reporting cycle and be prepared to discuss apprenticeships at its regular meetings with the Client:

- the number of people during the reporting period employed on the Contract, including support staff and sub-Contractors;
- the number of apprentices and number of new starts on apprenticeships directly initiated through this contract;
- the percentage of all employees taking part in an apprenticeship programme;

- if applicable, an explanation from the Consultant as to why it is not managing to meet the specified percentage target;

- actions being taken to improve the take up of apprenticeships;

- other training/skills development being undertaken by employees in relation to this Contract, including:

- (a) work experience placements for 14 to 16 year olds;

- (b) work experience /work trial placements for other ages;

- (c) student sandwich/gap year placements;

- (d) graduate placements;

- (e) vocational training;

- (f) basic skills training; and

- (g) on site training provision/ facilities."

2.9 After "subject to clause" insert " 2.1 and".

2.9.1 Delete this sub-clause.

2.9.2 Delete "sub-contractors" and insert "sub-consultants".

2.9.3 After "his control" insert "save where such event cause failure or delay arises by reason of any act, error, omission, negligence, breach or default by or on behalf of the Consultant or any sub-consultant".

2.12 Insert a new clause 2.12:

"The Consultant shall provide all relevant information to and cooperate and coordinate with all duty holders under the CDM Regulations to enable all such duty holders to comply with their duties and obligations under the CDM Regulations.

The Consultant warrants that it shall comply with the duties and obligations of a designer as set out in the CDM Regulations. As and when requested by the Client, the Consultant shall provide to the Client such evidence as the Client may require which demonstrates the Consultant's competency to act as designer under the CDM Regulations.

Without prejudice to the generality of the foregoing the Consultant warrants that it shall comply with all of the duties and obligations as set out in the CDM Regulations which apply to the Consultant in the performance of the Services.]"

2.13 Insert new clause 2.13

The Consultant shall carry out an IR35 Assessment for any person to be involved in providing the Services and provide to the Client the results of such assessments within ten (10) working days of a request by email.

No person to whom the off-payroll working (IR35) rules are deemed to apply following an IR35 Assessment may be involved in the provision of the Services.

Without prejudice to the generality of any other provision of this Agreement, the Consultant shall indemnify the Client for all liabilities, costs, expenses, damages and losses suffered or

incurred by the Client arising out of or in connection with the off-payroll working (IR35) rules applying to any person or persons involved in providing the Services.

SECTION 3: LEAD CONSULTANTS AND CONTRACT ADMINISTRATION

- 3.2.2 After "beyond his control" insert "provided that the Consultant shall remain responsible for failure to issue the Design Information and other information at the times required where such failure arises by reason of any act, error, omission, negligence, breach or default by or on behalf of the Consultant or any sub-consultant".

SECTION 4: CLIENT'S GENERAL OBLIGATIONS

- 4.1 Delete ", or likely to be useful,". After "Statutory Requirements" insert "provided that such information is not confidential or subject to obligations relating to confidentiality". Delete "promptly" and insert "as soon as reasonably practicable".
- 4.2 Delete.
- 4.4 At the end of the clause insert "provided that the Consultant has clearly requested such decisions approvals and instructions in writing and included details of any date or deadline by which the Consultant requires such decisions approvals and/or instructions."
- 4.5 In the final paragraph after "unless it is agreed" insert "at the Client's sole discretion".

SECTION 5: REPRESENTATIVES AND KEY PERSONNEL

No amendments.

SECTION 6: FURTHER SERVICES, CHANGES AND FEE ADJUSTMENTS

- 6.3 At the end of 6.3, insert a new final paragraph: "Notwithstanding the foregoing or any other provision of this Contract, the Consultant shall not be entitled to any adjustment of the Fee or any other additional payment or reimbursement where (a) a Change arises by reason of any act, error, omission, negligence, breach or default by or on behalf of the Consultant or any sub-consultant and/or (b) the Consultant has not complied with clause 6.4.

- 6.4 Delete ", resolution of any objection under clause 6.5".

- 6.5 Delete.

- 6.6 In the first paragraph after "within clause 6.3.4" insert "(and subject to the other provisions of clause 6.3)".

In clause 6.6.5 line two after "Incentive Payment" insert "or Non-Performance Deduction".

Insert a new final paragraph " Adjustment of the Fee or any other additional payment or reimbursement to the Consultant under this clause 6.6 shall be deemed to be full payment for the Consultant in respect of the matters for which the adjustment, payment or reimbursement is paid and the Client shall have no further liability to the Consultant in respect of such matters arising under the Contract or generally at law."

- 6.7 Delete "a default by the Consultant" and insert " any act, error, omission, negligence, breach or default by or on behalf of the Consultant or any sub-consultant".

SECTION 7: PAYMENT

- 7.1 Delete "The" and insert "For the full and proper performance of the Services, the".
- After 7.1.4 insert new paragraph "less any Non-Performance Deductions".
- 7.4 Amend clause heading to "Incentive Payments and Non-Performance Deductions"
- In line one after "Incentive Payment" insert "or Non-Performance Deduction".
- 7.8 Delete the second sentence. At the end of the clause, insert "The Parties agree that this clause 7.8 is a substantial remedy for late payment of any sum payable under this Contract in accordance with section 8(2) Late Payment of Commercial Debts (Interest) Act 1998."
- 7.9.1 After "intention to suspend the performance of" insert "any or all of".
- 7.9.3 Delete the words "or on request" and, at the end of the clause, insert "The Consultant shall, on request, submit such further details as are reasonably requested by the Client."
- 7.10 Insert a new clause 7.10: "Any right of the Client to deduct or to set-off any amount (whether arising under any term of this Contract or under any rule of law or of equity) shall be exercisable against any monies due or to become due to the Consultant".

SECTION 8: INSURANCE

- 8.1 In the first sentence after "Consultant shall" insert "effect and". At the end of the clause after "reasonable rates", insert a new final paragraph: "For the purposes of this clause 8.1, "commercially reasonable rates" shall mean such level of premium rates at which other consultants of a similar size and financial standing as the Consultant at each renewal date generally continue to take out such insurance. For the avoidance of doubt, any increased or additional premium required by insurers by reason of the Consultant's own claims record or other act, error, omission, negligence, breach, default, matters or things particular to the Consultant shall be deemed to be within commercially reasonable rates."
- 8.1.1 Delete and insert "professional indemnity insurance covering (inter alia) all its liability hereunder upon customary and usual terms and conditions prevailing for the time being in the insurance market, and with a limit of indemnity of not less than £5,000,000.00 pounds for any one claim or series of claims arising from the same originating cause. The said terms and conditions shall not include any term or condition to the effect that the Consultant must discharge any liability before being entitled to recover from the insurers, or any other term or condition which might adversely affect the rights of any person to recover from the insurers pursuant to the Third Parties (Rights Against Insurers) Act 2010, or any amendment or re-enactment thereof."
- 8.2.1 Delete "from the date of this Contract until the expiry of the period stated in the Contract Particulars" and insert " at all relevant times during the Project and for a period of 12 (twelve) years from the date of practical completion of the Project".
- 8.3 Delete and insert "As and when reasonably required by the Client, the Consultant shall provide satisfactory documentary evidence of the terms of insurances referred to in clause 8.1 and that the insurances referred to in clause 8.1 are being properly maintained in accordance with the terms of this clause 8, and shall confirm that payment has been made in respect of the last preceding premium due under such insurances."

SECTION 9: USE OF CONSULTANT'S DESIGN INFORMATION, CONFIDENTIALITY COPYRIGHT AND USE/ INTERLECTUAL PROPERTY RIGHTS

Delete clause 9.1 and Insert the following:

"Document" means all designs, drawings, specifications, software, electronic data, photographs, plans, surveys, reports, and all other documents and/or information prepared by or on behalf of the Consultant in relation to this Contract.

9.1.1 The Intellectual Property Rights in all Documents prepared by or on behalf of the Consultant in relation to this Contract and the work executed from them remains the property of the Consultant. The Consultant hereby grants to the Client an irrevocable, royalty free, non-exclusive licence to use and reproduce the Documents for any and all purposes connected with the construction, use, alterations or demolition of the Site. Such licence entitles the Client to grant sub-licences to third parties in the same terms as this licence provided always that the Consultant shall not be liable to any licence for any use of the Documents or the Intellectual Property Rights in the Documents for purposes other than those for which the same were originally prepared by or on behalf of the Consultant.

9.1.2 The Client may assign, novate or otherwise transfer its rights and obligations under the licence granted pursuant to 9.1.1 to a Crown Body or to anybody (including any private sector body) which performs or carries on any functions and/or activities that previously had been performed and/or carried on by the Client.

9.1.3 In the event that the Consultant does not own the copyright or any Intellectual Property Rights in any Document the Consultant shall use all reasonable endeavours to procure the right to grant such rights to the Client to use any such copyright or Intellectual Property Rights from any third party owner of the copyright or Intellectual Property Rights. In the event that the Consultant is unable to procure the right to grant to the Client in accordance with the foregoing the Consultant shall procure that the third party grants a direct licence to the Client on industry acceptable terms.

9.1.4 The Consultant waives any moral right to be identified as author of the Documents in accordance with section 77, Copyright Designs and Patents Acts 1988 and any right not to have the Documents subjected to derogatory treatment in accordance with section 8 of that Act as against the Client or any licensee or assignee of the Client.

9.1.5 In the event that any act unauthorised by the Client infringes a moral right of the Consultant in relation to the Documents the Consultant undertakes, if the Client so requests and at the Client's expense, to institute proceedings for infringement of the moral rights.

9.1.6 The Consultant warrants to the Client that he has not granted and shall not (unless authorised by the Client) grant any rights to any third party to use or otherwise exploit the Documents.

9.1.7 The Consultant shall supply copies of the Documents to the Client and to the Client's other Consultants and consultants for no additional fee to the extent necessary to enable them to discharge their respective functions in relation to this Contract or related Services.

9.1.8 After the termination or conclusion of the Consultant's employment hereunder, the Consultant shall supply the Client with copies and/or computer discs of such of the Documents as the Client or Architect/Contract Administrator may from time to time request and the Client shall pay the Consultant's reasonable costs for producing such copies or discs.

9.1.9 In carrying out the Services the Consultant shall not infringe any Intellectual Property Rights of any third party. The Consultant shall indemnify the Client against claims, proceedings, compensation and costs arising from an infringement or alleged infringement of the Intellectual Property Rights of any third party.

Confidentiality and Information Sharing

Delete clause 9.2 and insert the following:

9.2.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this contract, each party shall:

9.2.1.1 treat the other party's Confidential Information as confidential and safeguard it accordingly; and

9.2.1.2 not disclose the other party's Confidential Information to any other person without prior written consent.

9.2.1.3 immediately notify the other Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information

9.2.1.4 notify the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the other Party is involved in activity that may be a criminal offence under the Bribery Act 2010

9.2.2 The clause above shall not apply to the extent that:

9.2.2.1 such disclosure is a requirement of the law of the contract placed upon the party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to clause 1.10 (Freedom of Information);

- 9.2.2.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
- 9.2.2.3 such information was obtained from a third party without obligation of confidentiality;
- 9.2.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
- 9.2.2.5 it is independently developed without access to the other party's Confidential Information.
- 9.2.3 The Consultant may only disclose the Client's Confidential Information to Consultant's Persons who are directly involved in the provision of the service and who need to know the information, and shall ensure that such Consultant's Persons are aware of and shall comply with these obligations as to confidentiality.
- 9.2.4 The Consultant shall not, and shall procure that the Consultant's Persons do not, use any of the Client's Confidential Information received otherwise than for the purposes of this contract.
- 9.2.5 The Consultant may only disclose the Client's Confidential Information to Consultant's Persons who need to know the information, and shall ensure that such Consultant's Persons are aware of, acknowledge the importance of, and comply with these obligations as to confidentiality. In the event that any default, act or omission of any Consultant's Persons causes or contributes (or could cause or contribute) to the Consultant breaching its obligations as to confidentiality under or in connection with this contract, the Consultant shall take such action as may be appropriate in the circumstances, including the use of disciplinary procedures in serious cases. To the fullest extent permitted by its own obligations of confidentiality to any Consultant Personnel, the Consultant shall provide such evidence to the Client as the Client may reasonably require (though not so as to risk compromising or prejudicing the case) to demonstrate that the Consultant is taking appropriate steps to comply with this clause, including copies of any written communications to and/or from Consultant's Persons, and any minutes of meetings and any other records which provide an audit trail of any discussions or exchanges with Consultant's Persons in connection with obligations as to confidentiality.
- 9.2.6 At the written request of the Client, the Consultant shall procure that those members of the Consultant's Persons identified in the Client's notice signs a confidentiality undertaking prior to commencing any work in accordance with this Contract.
- 9.2.7 Nothing in this Contract shall prevent the Client from disclosing the Consultant's Confidential Information:
- 9.2.7.1 to any Crown Body or any other Contracting Bodies. All Crown Bodies or Contracting Bodies receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Bodies on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Body;

9.2.7.2 to a professional adviser, consultant, Consultant, supplier or other person engaged by the Client or any Crown Body (including any benchmarking organisation) for any purpose connected with this Contract, or any person conducting an Office of Government Commerce gateway review;

9.2.7.3 for the purpose of the examination and certification of the Client's accounts;

9.2.7.4 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Client has used its resources;

9.2.7.5 for the purpose of the exercise of its rights under this Contract; or

9.2.7.6 to a proposed successor body of the Client in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Contract,

and for the purposes of the foregoing, disclosure of the Consultant's Confidential Information shall be on a confidential basis and subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Client under this clause 9.2.

9.2.8 The Client shall use all reasonable endeavours to ensure that any government department, Contracting Body, employee, third party or sub-contractor to whom the Consultant's Confidential Information is disclosed pursuant to the above clause is made aware of the Client's obligations of confidentiality.

9.2.9 Nothing in this clause shall prevent either party from using any techniques, ideas or know-how gained during the performance of the contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of IPR.

9.2.10 The Client may disclose the Confidential Information of the Consultant:

9.2.10.1 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;

9.2.10.2 to the extent that the Client (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;

SECTION 10: ASSIGNMENT, NOVATION, THIRD PARTY RIGHTS AND COLLATERAL WARRANTIES

10.1 Delete and insert:

"10.1 Subject to clause 10.2, where it is stated to apply, the Consultant shall not assign transfer or charge any benefit arising under or out of this Contract without the prior written consent of the Client (at its absolute discretion).

Without prejudice to clause 10.2, where it is stated to apply, the Client may without the consent of the Consultant assign transfer and/or charge the benefit of all or any of the Consultant's obligations under this Contract and/or any benefit arising under or out of this Contract:

- (a) as security to any organisation providing finance in connection with the Project and/or site or any part thereof (and such rights may be re-assigned on redemption);
- (b) by absolute assignment to any Group Company; and
- (c) by absolute assignment on two other occasions only.”

10.3 Delete clause 10.3 in its entirety.

SECTION 11: SUSPENSION BY THE CLIENT AND TERMINATION

11.1.4 Before the comma insert "provided that the suspension was not as a result of or in connection with any act, error, omission, negligence, breach or default by or on behalf of the Consultant or any sub-consultant".

11.2 Delete "2 months" and insert "12 months". At the end of the clause insert "provided that the suspension was not as a result of or in connection with any act, error, omission, negligence, breach or default by or on behalf of the Consultant or any sub-consultant".

11.4 After "do so, may" insert "if the Client still does not instruct the Consultant to recommence such Services".

11.5.2 Delete and insert "In the event of the Consultant's bankruptcy, insolvency, winding up, liquidation, administration, administrative receivership, LPA receivership and/or any analogous arrangement or event in this or any other jurisdiction, the Client may give notice to the Consultant terminating the Consultant's engagement with immediate effect."

11.5.3 Delete and insert "If the Consultant commits a material breach of his obligations (including, without limitation, any act, error, omission, negligence, breach or default by or on behalf of the Consultant or any sub-consultant), the Client may give notice to the Consultant specifying the breach and requiring its remedy. If the Consultant fails to comply with the notice within 14 days, the Client may give notice to the Consultant terminating the Consultant's engagement with immediate effect."

11.5.5 Delete.

11.6.1.2 After "Design Information" insert "and the Materials". Delete from ", provided that in the case of" to "under clause 11.6.2" inclusive.

11.6.2 In the final paragraph after "insolvency or material breach" insert "or under clauses 11.5.2 or 11.5.3".

11.6.2.3 After "insolvency or material breach" insert "or under clauses 11.5.2 or 11.5.3".

11.6.2.4 Delete.

11.6.3 Insert a new second sentence "However, in the event of termination under clauses 11.5.2 or 11.5.3, instead of 2 months from the date of termination, the relevant date for invoice shall be 2 months after the date of practical completion of the Project"

11.6.4 Insert new clause "If the Consultant, fails an IR35 Assessment, the Client can terminate the Contract in respect of specific projects or the Contract as a whole"

SECTION 12: SETTLEMENT OF DISPUTES

12.2 At the end of the clause insert the following final paragraphs:

"The Adjudicator shall have power to determine more than one dispute under this Contract at the same time, and if requested to do so by either Party shall determine any matter raised by

such Party in the nature of set-off, abatement or counterclaim at the same time as he determines any other matter referred to him.

At the same time as he gives any decision, the Adjudicator shall give reasons for the decision in writing.”

Delete clauses 12.3 to 12.8.

SCHEDULES

Schedule 1 Third Party Rights

Delete.

Schedule 2 Supplemental Provisions

Paragraph 1 Delete.

ANNEXURES

Annex A Fee and Other Payments

At paragraph 3 amend clause heading to "Incentive Payments and Non-Performance Deductions"

Annex B The Services

Annex C Consultant Deeds of Collateral Warranty – Not used

Annex D Sub-consultant Deeds of Collateral Warranty- Not used

Annex E Project Team Members

Annex F Financial Distress

Annex G Security Provisions

Annex H GDPR

Annex A

Fee and Other Payments

1. The Fee and Other Payments:

1.1 The Fee for the Core Services shall not exceed [REDACTED] for all of the minimum schools listed within "Annex E: Supplier EOI Submission and Key Performance Indicators" of the specifications:

- Study 1: Community Co-location Fund (5 schools).
- Study 2: Refurbishment and Retrofit (8 schools).

1.2 The Client may, at its sole discretion, utilise the remaining contract value of [REDACTED] for the provision of the Additional Services listed within "Annex E: Supplier EOI Submission and Key Performance Indicators" of the specifications.

1.3 The full contract value is £112,500 (excluding VAT) (one hundred and twelve thousand five hundred pounds); £135,000 (including VAT) (One hundred thirty-five thousand pounds).

2. The Fee shall be payable in accordance with section 7 in the following amounts or percentages:

Invoice Date or Milestone
<ul style="list-style-type: none">• Payments will be made based on the payment schedule and invoices provided at the end of every month until completion of the services <p style="text-align: center;">For example 31st January 2026, 28th February 2026</p>

3. Incentive Payments are: Not applicable

4. THERE ARE NO OPTIONAL SERVICES

Optional Service	Amount / basis of calculation
N/A	N/A
N/A	N/A
N/A	N/A

5. The daily and hourly all-in rate for any necessary extension of the Services work (and for the purposes of any apportionment under clause 11.6.2.1) is based on the Consultant's Project Staff of:

Number of Project Staff	Person / Grade	Rate per day (ex VAT cost)	Rate per hour (ex VAT cost)
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

6. The rates specified above shall apply (so far as properly applicable) for the purposes of any Additional Services instructed or other Changes within Clause 6.3

Not applicable

7. Subject to their being properly and necessarily incurred for the purposes of the Project, the following expenses / disbursements of the Consultant shall be reimbursable by the Client up to any maximum amount or rate specified below or as otherwise agreed in writing from time to time:

Type	Maximum amount / rate
N/A	N/A
N/A	N/A
N/A	N/A

Save as otherwise agreed in writing, all other expenses and disbursements shall be deemed to be included in the Fee.

8. Each invoice that includes any of the following types of charge or expenditure should be accompanied by the following documents:

Charge / expenditure	Documentation
N/A	N/A

The accounting requirements and procedures referred to in clause 2.8 (if any) are:

Not applicable

9. Delete.

10. The amounts and rates shown above are exclusive of VAT.

Annex B

The Services

Specification A: Schools in Use Survey 1, Community Co-location Fund

Summary

We are seeking a supplier to deliver an evaluation of how the Department's investment in school buildings has performed. The work will involve carrying out assessments across a number of recipient schools.

In line with the specification, the supplier shall assess the impact of the community co-location fund at a minimum of 5 schools, which includes an assessment of community access and activity.

Each assessment will include on-site visits, walkarounds of relevant buildings and interviews with school staff. The supplier will gather this evidence and produce a report and a presentation (as detailed below) which demonstrate how the buildings have been used.

This document outlines the requirements for the 2025 School in Use (SIU) Reports. It outlines the generic SIU requirements and the batch specific requirements. This report is for **Study 1: Community co-location Fund (minimum of 5 schools)**.

Introduction

This brief sets out the requirements for a generic SIU evaluation for education buildings and their grounds. 'Schools in Use' is the evolution of the department's 'Buildings in Use' studies, which increases the focus on user responses to school building and grounds and is part of a multi-strand approach education settings evaluation, including Post Occupancy Evaluation (POE) to support quality outcomes across the education estate.

The purpose of SIU studies are to provide quantitative and qualitative evidence that identifies what is going well and what is not going well in the education estate.

Each SIU study shall follow an Action Research approach. Each individual SIU study is not an end in itself, but part of an ongoing continuous improvement process. SIU studies collectively will evidence both strengths and weaknesses to inform our understanding of quality, the barriers to quality, and to determine how to sustain what works and to find effective measures to address what doesn't work.

Action Research follows a seven-stage process of selecting a focus, clarifying theories, identifying research questions, collecting data, analysing data, reporting results and taking informed action. For instance, as a result of the evaluation findings we may look deeper into particular issues to define the root, pattern and scale of the problem and consider how we might adapt standards, resources and processes to improve outcomes.

Aims and scope of the project

1. The aim of this study shall be to gain an understanding of user responses to the performance of school buildings and grounds.
2. The Consultant shall undertake desktop analysis of educational settings and site visits.
3. The Consultant shall provide the department with a report and presentation that provides the background context of the settings visited, overall summary of findings and themes from the study and recommendations to support continuous improvement.

Generic SIU Questions

4. The generic SIU questions are relevant to all projects and are broken down into four categories, context, adaptation, use and performance. Each topic is supported by a series of questions.

- 4.1. **Context.** This section shall create a comprehensive record of the educational setting's context. This includes information regarding its size, number of staff, pupil demographics, and educational arrangement, ethos and approach.
- 4.2. **Adaptation.** This section will record what changes (if any) have been made to the building or grounds, why it was made and the impact that it has had on the school and how the school procured these changes. This focuses on both environmental aspects and practical operational changes.
- 4.3. **Use.** This section records how the educational setting is used. It records operational challenges in managing space, the spaces that work well for learners and staff and those that don't. This section also focuses on wider uses and includes, use by visiting professionals and the wider community.
- 4.4. **Performance.** The section records how the building performs, maintenance issues and maintenance roles and responsibilities. This includes environmental factors such as acoustics and thermal comfort.

5. The supporting questions in Annex A, of the "The Services" document (not to be mistaken with Annex A of the JCT Consultancy agreement). Answers shall be recorded against each of these questions for all educational settings visited (Using the template at Annex B).

6. These questions should be used to support and facilitate conversations with staff. The Consultant shall use the responses to these questions to prompt further investigations or questions to support the outcomes and findings of the study.

7. Following the generic questions, there are study specific questions.

8. The Consultant shall follow the standard SIU process, outlined in this document, for all education settings.

Study Specific Questions: Community Co-location Fund

9. The community co-location fund was a £200 million fund, delivered from 2008 to 2011, that supported schools in co-locating community-based services (playgrounds, health services, police stations, etc.) within their sites. This study shall provide an analysis of whether these co-located facilities are still operational, in the context of academisation vs local authority control and record any change of use.

10. Study 1: Community co-location fund, additional requirements.

10.1. Preparation prior to each visit

- 10.1.1 Review school information gathered at desktop stage to identify the intended types of community co-location activity delivered on site and where possible establish if this is still in operation.

10.2. School visits, for each school

- 10.2.1 The following information shall be gathered:
 - 10.2.1.1 Is the intended community provision still operational.
 - 10.2.1.2 The effectiveness and longevity of the community provisions located on site.
 - 10.2.1.3 The current operational relationship between the community provision/provider and the school.
 - 10.2.1.4 Who is responsible for the maintenance of shared community facilities?
 - 10.2.1.5 How is the maintenance relationship managed and funded?
 - 10.2.1.6 Where applicable, an understanding of how spaces have been adapted to support on-going community provision or changed to education use.
 - 10.2.1.7 How is the school viewed by the local community/pupils/teaching staff/facility manager?
 - 10.2.1.8 An understanding of if there are any operational barriers to community co-location
 - 10.2.1.9 How furniture, fixtures, fittings, and finishes have worn in community areas.
- 10.3. Undertake a 'walk around' where pictures shall be taken generally and specifically to support the above and shall document the features for community access (including but not limited to, separate entry points, parking, access controls, etc.)
- 10.4. Post-visit report**
- 10.5. The post-visit report shall include:
 - 10.5.1 Provide a synoptic summary for all the schools within this study on the success of community provision, including
 - 10.5.1.1 details on continue use against original intended purpose,
 - 10.5.1.2 change in community use,
 - 10.5.1.3 change in ownership/operational management,
 - 10.5.1.4 change to sole education use
 - 10.5.1.5 perception of community co-location and community access to school sites.

Approach for all studies

11. All of these questions will be explored through surveys, interviews, walkarounds and a desktop analysis of setting information.

12. The DfE will provide a list of schools selected for these evaluations. The schools will be a sample from across England, a list of schools is found at Annex D.
13. The overall strategic management of the SIU project will be by the DfE.
14. Each study will be managed by the Consultant with the visits, evaluations and report carried out by appropriately qualified professional. The Consultant shall have a good understanding of primary and secondary education, statutory and operational requirements and the way in which buildings and grounds support curriculum delivery.
15. The evaluation should be carried out using the criteria and processes set out in this scope of works.

Priced Additional Services

16. The Consultant may be required to carry out the following Additional Services.
17. The Consultant shall provide a breakdown of prices (in a table) at the tender stage for the following optional additional services:
 - 17.1. Additional visits (cost per visit)
 - 17.2. Measured survey for a secondary school (assume 8610m²)
 - 17.3. Measured survey for a primary school (assume 2180m²)
 - 17.4. Digital 3D virtual tour survey for a secondary school (assume 8610m²)
 - 17.5. Digital 3D virtual tour survey for a primary school (assume 2180m²)
 - 17.6. Site layout and drawings, OS template marked up with buildings, key landscape features (e.g. playing fields, MUGA, hard and soft surfaces, etc.) and developments. (cost per setting)
 - 17.7. Building performance evaluation, to meet the standards required in the DfE Specification (cost per setting)
 - 17.8. Management, delivery and summary of an online questionnaire for each educational setting. The questionnaire will comprise of not more than 40 standard questions, and could be completed by up all staff in the setting. In your response please provide details of the system you will use to gather this information and an outline data protection protocol (cost per study)
 - 17.9. 2.5 days of scope development, which could include a site visit with the DfE project team to observe the approach.

Methodology

The methodology entails:

Commencement Meeting

19. The commencement meeting shall be attended by the Consultant's commission lead, project manager and any other key members of the Consultant's delivery team.
20. Prior to the meeting the Consultant is required to review all documents.
21. The Consultant shall deliver a brief outline presentation to the project team, summarising the operating process and report structure.
22. This meeting will also allow the Consultant and the DfE to discuss process, deliverables and timescales. The DfE will provide any key background information e.g. awareness of sensitive issues or context.

Pre-Visit

23. Prior to each site visit the Consultant shall undertake an information gathering and preparation exercise, including:
 - 23.1. The Consultant shall undertake a desktop analysis in advance of the visit, using the 'Context' questions. The Consultant shall also review publicly available documents (planning applications, etc.) considering both internal and external spaces.
 - 23.2. As part of the desktop analysis, the Consultant shall carry out educational background analysis, including, key aspects of the educational setting's culture, Ofsted reports, 'Get information about Schools', educational setting's website.
 - 23.3. The Consultant shall undertake an introductory call with the school. This shall include a 5-minute overview presentation. The Consultant shall use this meeting to agree visit dates and times. Where applicable dates for any activities requiring additional visits shall be agreed.
 - 23.4. The Consultant will assist in preparing a data protection impact assessment.
 - 23.5. Prior to visit the Consultant shall share the outcomes of the desktop analysis with the DfE for information.

Visit

24. The Consultant shall undertake at least one full day visit to each educational setting. This visit will include interviews with key members of staff, a site walk, data collection and photographs.
25. Interviews at educational setting:
 - 25.1. The Consultant shall meet with the Headteacher(s) or an appropriate member of the educational setting's senior leadership team to discuss the questions outlined in Annex A (of this specification, not to be confused with Annex A of the JCT Consultancy Agreement) .

- 25.2. The Consultant shall meet with the educational setting's Estate or Business Manager, or appropriate alternative member of staff to discuss the questions outlined in Annex A (of the specification), specifically, adaptation, use and performance.
 - 25.3. The Consultant shall identify and meet with other key members of staff to discuss key generic SIU questions or batch specific questions.
 - 25.4. The Consultant shall record answers to questions and provide a summary of the responses in the Key Information Template (Annex B).
26. Walk around at school:
- 26.1. Headteacher(s), or Senior Staff Member, and School Business Manager, as available, to discuss the questions outlined in Annex A (of the specification).
 - 26.2. The Business Manager shall be asked how the building and its environmental, IT and security/ access control systems are supporting the school to operate.
 - 26.3. In addition to the questions in Annex A (of the specification), the Consultant shall record information, as applicable, about:
 - 26.3.1 ICT provision and performance
 - 26.3.2 Building Management System, performance and usability
 - 26.3.3 Service supply
 - 26.3.4 Background ambient noise levels
 - 26.4. During the walk around the Consultant shall make records through photographs, formal notes and observations.

Post-Visit

27. Following the completion of all site visits the Consultant shall meet with the DfE to share a preliminary summary of their findings. This meeting shall be attended by the commission lead and project manager.
28. The Consultant shall produce a written report summarising the findings. The report shall comprise of:
 - 28.1. Executive summary (1 page)
 - 28.2. Background and context (1 page to summarise scope, half a page per school)
 - 28.3. Summary of findings against the following themes (8 pages):
 - 28.3.1 Adaptation
 - 28.3.2 Use
 - 28.3.3 Performance
 - 28.3.4 Synoptic summary

- 28.4. Recommendations (2 pages), the Consultant shall provide a minimum of 5 recommendations and a maximum of 10, evidenced from the summary section.
- 28.5. The annex shall include, as a minimum, the following information, which shall be provided for each setting visited individually:
- 28.5.1 3 summary infographics, illustrating projects key findings and recommendations.
 - 28.5.2 Site plans
 - 28.5.3 Buildings plans
 - 28.5.4 Photographs, labelled and plotted by number on the site or building plan as applicable.
 - 28.5.5 Summary notes from interviews and walk around, including responses to the specific questions.
 - 28.5.6 Completed Annex B template
 - 28.5.7 Any additionally procured information
- 28.6. The main reports pages are to be A4, with size 12 font, the number of pages above is the text limit. An example format is found at Annex C.
- 28.7. All information contained within the annexes, shall be shared digitally in high resolution.
29. The Consultant shall issue the report in draft to the DfE for review and feedback. The Consultant shall incorporate the feedback and update the report.
30. The Consultant shall produce a summary presentation using PowerPoint, typically 20 slides. The Consultant shall present this in draft, via Teams to the DfE project team for review and feedback. The Consultant shall then incorporate feedback into the presentation.
31. The Consultant shall deliver two presentations of the final agreed version via Teams to a wider audience, the presentation will typically last 20 minutes followed by a 20 minute question and answer session.
32. The Consultant shall share the presentation following completion.
33. The Consultant shall participate in an informal lessons learned session, of no more than 1 hour, via Teams.

Project Management

34. The programme is as outline below

Date	Action
	Appointment

	Commencement meeting
	Pre visit desktop analysis
	Educational setting visits
	Post-visits preliminary findings meeting
	Draft presentation and report issued to DfE
	Final report submitted to DfE
	2 x presentations to wider audience

35. The Consultant shall attend a 30 minute progress meetings fortnightly.

36. The Consultant shall provide updates on:

36.1. Programme

36.2. Progress against milestones (see programme above)

36.3. Visit schedule

36.4. Contacts and Consultant s list (as applicable)

36.5. Risks and Issues

36.6. Finance and budget

37. The Consultant shall provide the information outlined in above in writing 3 working days prior to the meeting.

Annex A: School in Use Generic Questions

Number	Theme	Questions	Sub Question
1	Context	Number on Role	
2	Context	What is the schools net capacity?	
3	Context	Number of staff	
4	Context	SEN (%)	EHCP %
5	Context	FSM (%)	
6	Context	Pupil premium (%)	
7	Context	Pupils with supported MHI (%)	
8	Context	Feeder Schools	Oversubscribed?
9	Context	% to HE	
10	Context	Ofsted (from GIAS)	
11	Context	Attendance (%)	
12	Context	Educational ethos of the school?	
13	Context	Biggest challenge the school faces (outside funding)?	
14	Context	Links with any other local schools or FE/HE? How do you use your building to provide community provision.	What links? Any shared facilities?
15	Context	Age of school buildings (CDC)	
16	Context	Type of school (GIAS)	Phase of education. Academy/LA
17	Context	Secondary school	11 - 16 or 11 - 18.
18	Context	Primary school	Nursery? Age range.
19	Context	How do you organise your school?	Faculties, year groups, other
20	Context	How far do pupils travel to school?	Mode of transport.
21	Adaption	What changes (if any) have been made recently to the building?	What impact has it had?

22	Adaption	What changes (if any) would you make to your buildings?	What impact would it have?
23	Adaption	What specification did you use when adapting your building?	Why did you use this?
24	Adaption	What changes (if any) have been made recently to the grounds?	What impact has it had?
25	Adaption	What changes (if any) would you make to your grounds?	What impact would it have?
26	Adaption	Do you have any renewable energy generation on site?	Does it work? What impact has this had on your energy bills?
27	Adaption	Does your school site have any issues with flooding?	What impact does it have?
28	Use	What is the most difficult time of the school day?	Why?
29	Use	Where do pupils like to spend their time?	
30	Use	What are the busiest parts of the school?	
31	Use	What parts of the school are used at break and lunch time?	
32	Use	How do you accommodate mental health support on site?	
33	Use	How do you accommodate SEND support on site?	
34	Use	How do you support children with physical support needs (e.g. wheelchair, diabetics)?	
35	Use	What visiting professionals use the school?	What space do they use?
36	Use	Do you have an onsite "AP" or other unit?	Why have you set it up?
37	Use	Which teaching spaces support learning very well?	Why?
38	Use	Which teaching spaces are least successful at supporting learning?	Why?

39	Use	What non-teaching spaces work well?	Why?
40	Use	Which non-teaching spaces do not work?	Why?
41	Use	Which spaces in the school do you hear about least?	
42	Use	Do the community use the site (buildings and grounds)?	What provision do they use? What times do they use it? How is access managed? How do you manage bookings?
43	Use	Are outside spaces used for teaching and learning (not PE)	What and how frequently? Which areas are used?
44	Use	Which outside areas are most used by pupils?	
45	Use	What works well about your outside space?	
46	Use	What change would you make to your outside space?	
47	Use	Do pupils use the school out of school day?	Breakfast clubs, sports clubs, homework clubs. Extent
48	Use	What internal social spaces do you have for pupils?	
49	Use	How effective are student social spaces?	
50	Use	Where do you staff spend time when not teaching?	
51	Use	How do staff spaces support their needs?	
52	Use	Are there any spaces that are not used?	Why?
53	Use	What spaces are under the most demand?	Why?
54	Use	Do you use any off site provision for education?	What are they? Why do you use them?
55	Performance	What are the top 3 maintenance issues?	

56	Performance	Who is responsible for maintaining your school?	E.g. PFI, maintenance contract, Trust, school.
57	Performance	What are the areas that take the most time to clean?	
58	Performance	What works well about your school buildings?	
59	Performance	What could be improved about your school buildings?	
60	Performance	Which spaces in your school feel uncomfortable?	
61	Performance	Are there any areas of your school where noise is overwhelming?	What impact does it have?

Annex B: Generic SIU questions template



Annex%20B%20-%20
0Generic%20SIU%20

[Document title]

[DOCUMENT SUBTITLE]



Contents

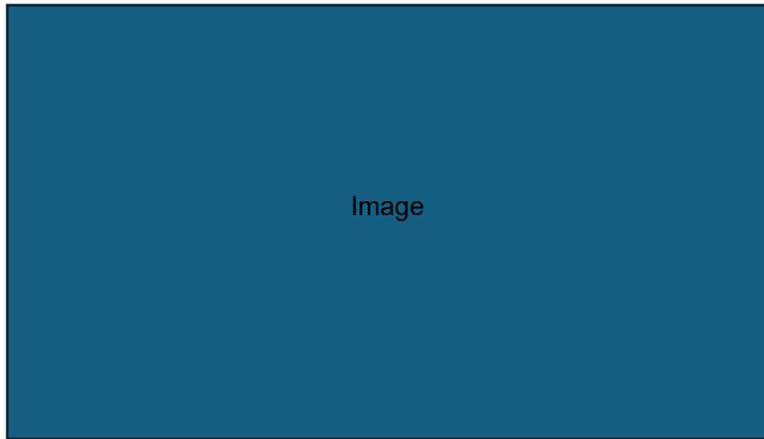
<u>Executive Summary (maximum 1 page)</u>	49
<u>Background and Context (0.5 page per school)</u>	0
<u>Summary of findings (maximum 8 pages)</u>	2
<u>Recommendations (maximum 2 pages)</u>	3
<u>Annexes</u>	4

Executive Summary (maximum 1 page)

- Summarise the subject of the study
- Summary infographic
- Summary of key findings
- Summary of recommendation

Background and Context (0.5 page per school)

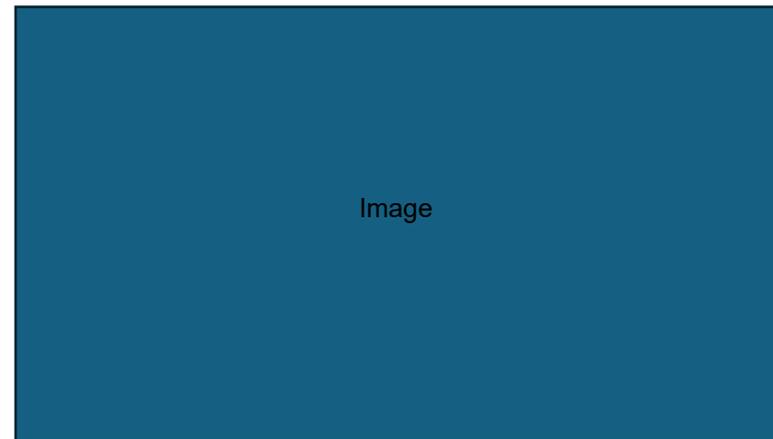
School 1



• Address	•
• URN	•
• Phase of education	•
• Number on role	•
• Number of staff	•

• % SEND	•
• % FSM	•
• Age of school	•
•	•
•	•

School 2



• Address	•
------------------	---

• URN	•
• Phase of education	•
• Number on role	•
• Number of staff	•
• % SEND	•
• % FSM	•
• Age of school	•
•	•
•	•

Summary of findings (maximum 8 pages)

- Summary of findings shall be provided against each of the following key themes:
 - Adaptation
 - Use
 - Performance
 - Synoptic summary

Recommendations (maximum 2 pages)

Provide a minimum of 5 recommendations and a maximum of 10 based on the evidenced from the summary section.

Annexes

As a minimum, the following information, which shall be provided for each setting visited individually:

Annex 1: Infographics

- 3 summary infographics, illustrating projects key findings and recommendations.

Annex 2: Site and Building Plans

- Site plans
- Buildings plans

Annex 3: Photographs

- Photographs, labelled and plotted by number on the site or building plan as applicable.

Annex 4: Summary notes

- Summary notes from interviews and walk around, including responses to the specific questions.
- Completed Annex B template for each participating school

Annex 5 onwards

- Any additionally procured information

Annex D: Site details

Educational Settings (school details are subject to change and full details are to be confirmed:
minimum 5 schools)

	Schools Name	URN	Address
1	Rossmere Primary School	149030	Catcote Road, Hartlepool, TS25 3JL
2	██████████ School	137135	Moor Lane, North Hykeham, Lincoln, Lincolnshire, LN6 9AF
3	Wildern Secondary School and Shamblehurst Primary School	115972	Wildern Lane, Hedge End, Southampton, Hampshire, SO30 4EJ
4	Park Community School	116473	Middle Park Way, Leigh Park, Havant, Hampshire, PO9 4BU
5	Cherry Fold Primary School	133622	Cog Lane, Burnley, BB11 5JS
6	TBC		

Annex E: Supplier EOI submission and key performance indicators

Core Services, hours:

Arcadis provided a per school breakdown during their submission. The number of days provided within the per school breakdown have been extrapolated to fit the minimum number of schools per project. Additional schools will be covered by the Additional Services section.

Core Services	Senior professional Project Manager, in days (per school)	Senior professional Architect, in days (per school)	Director time, in days (per school)
Study 1: Community Co-location Fund			
Study 1: Community Co-location Fund (All 5 schools)			
Study 2: Refurbishment and Retrofit Per school) Study 2: Refurbishment and Retrofit (All 8 schools)			

Core Services, costings:

Based upon the applicable CCS rate cards and hours submitted by the Consultant, during the EOI. The following costs are exclusive of VAT:

Core Services	Senior professional Project Manager, in days (per school)	Senior professional Architect, in days (per school)	Director time, in days (per school)	Totals (excluding VAT):	Total (including VAT):
Study 1: Community Co-location Fund (minimum 5 schools)					
Study 2: Refurbishment and Retrofit (minimum of 8 schools)					

Additional services, hours:

	Note	Senior professional Project Manager, in hours)	Senior professional Architect (Building Surveying), in hours
Additional visits	Hours per visit		
Measured survey for a secondary school	assume 8610m ²		
Measured survey for a primary school	assume 2180m ²		
Digital 3D virtual tour survey for a secondary school	assume 8610m ²		
Digital 3D virtual tour survey for a primary school	assume 2180m ²		
Site layout and drawings, OS template marked up with buildings, key landscape features (e.g. playing fields, MUGA, hard and soft surfaces, etc.) and developments	Hours per setting		
Building performance evaluation, to meet the standards required in the DfE Specification	Hours per setting		
Management, delivery and summary of an online questionnaire for each educational setting. The questionnaire will comprise of not more than 40 standard questions, and could be completed by up all staff in the setting. In your response please provide details of the system you will use to gather this information and an outline data protection protocol	Hours per study		

Additional services, costings:

Based upon the applicable CCS rate cards and hours submitted by the Consultant, during the EOI. The following costs are exclusive of VAT:

	Senior professional Project Manager, in hours)	Senior professional Architect (Building Surveying), in hours	Total cost per service (excluding VAT):	Total cost per service (Including VAT):
Additional visits (Hours per visit)				
Measured survey for a secondary school (assume 8610m ²)				
Measured survey for a primary school (assume 2180m ²)				

Digital 3D virtual tour survey for a secondary school (assume 8610m ²)				
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Site layout and drawings, OS template marked up with buildings, key landscape features (e.g. playing fields, MUGA, hard and soft surfaces, etc.) and developments				
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Management, delivery and summary of an online questionnaire for each educational setting. The questionnaire will comprise of not more than 40 standard questions, and could be completed by up all staff in the setting. In your response please provide details of the system you will use to gather this information and an outline data protection protocol				

Key performance indicators and service credits:

The following key performance indicators and service credits take precedent over any listed within the specification.

The following KPI are included into the contract.

KPI 1: Completion of Desktop Study

The Supplier shall complete the desktop study for each project within the number of working days agreed from receipt of the project brief.

KPI 2: Completion of Site Visit

The Supplier shall complete the site visit for each project within the number of working days agreed following completion of the desktop study.

KPI 3: Completion of Written Report and Presentation

The Supplier shall submit the final written report and deliver the associated presentation within the number of working days agreed following completion of the site visit.

KPI 4: Adherence to Committed Hours

The Consultant shall deliver both project (Study 1 and Study 2) and Additional Services within the number of days committed in its Expression of Interest (EOI) submission. Where the actual days for any role exceed the committed days for that role by more than 10% for a Core or Additional service, the Authority shall apply a service credit equal to 1% of that role's committed value for each percentage point exceeded beyond the 10% threshold. The total service credit for the Core or

Specification B: Schools in Use Survey 1, Refurbishment and Retrofit

Summary

We are seeking a supplier to deliver an evaluation of how the Department's investment in school buildings has performed. The work will involve carrying out assessments across a number of recipient schools.

In line with the specification, the supplier will analyse the success of retrofit/refurbishment of school buildings (minimum 8) delivered by the department.

Each assessment will include on-site visits, walkarounds of relevant buildings and interviews with school staff. The supplier will gather this evidence and produce a report and a presentation (as detailed below) which demonstrate how the buildings have been used.

This document outlines the requirements for the 2025 School in Use (SIU) Reports. It outlines the generic SIU requirements and the batch specific requirements. This report is for **Study 2: Refurbishment and Retrofit (minimum of 8 schools)**.

Introduction

This brief sets out the requirements for a generic SIU evaluation for education buildings and their grounds. 'Schools in Use' is the evolution of the department's 'Buildings in Use' studies, which increases the focus on user responses to school building and grounds and is part of a multi-strand approach education settings evaluation, including Post Occupancy Evaluation (POE) to support quality outcomes across the education estate.

The purpose of SIU studies are to provide quantitative and qualitative evidence that identifies what is going well and what is not going well in the education estate.

Each SIU study shall follow an Action Research approach. Each individual SIU study is not an end in itself, but part of an ongoing continuous improvement process. SIU studies collectively will evidence both strengths and weaknesses to inform our understanding of quality, the barriers to quality, and to determine how to sustain what works and to find effective measures to address what doesn't work.

Action Research follows a seven-stage process of selecting a focus, clarifying theories, identifying research questions, collecting data, analysing data, reporting results and taking informed action. For instance, as a result of the evaluation findings we may look deeper into particular issues to define the root, pattern and scale of the problem and consider how we might adapt standards, resources and processes to improve outcomes.

Aims and scope of the project

1. The aim of this study shall be to gain an understanding of user responses to the performance of school buildings and grounds.
2. The Consultant shall undertake desktop analysis of educational settings and site visits.
3. The Consultant shall provide the department with a report and presentation that provides the background context of the settings visited, overall summary of findings and themes from the study and recommendations to support continuous improvement.

Generic SIU Questions

4. The generic SIU questions are relevant to all projects and are broken down into four categories, context, adaptation, use and performance. Each topic is supported by a series of questions.
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 - 4.2. **Adaptation.** This section will record what changes (if any) have been made to the building or grounds, why it was made and the impact that it has had on the school and how the school procured these changes. This focuses on both environmental aspects and practical operational changes.
 - 4.3. **Use.** This section records how the educational setting is used. It records operational challenges in managing space, the spaces that work well for learners and staff and those that don't. This section also focuses on wider uses and includes, use by visiting professionals and the wider community.
 - 4.4. **Performance.** The section records how the building performs, maintenance issues and maintenance roles and responsibilities. This includes environmental factors such as acoustics and thermal comfort.
5. The supporting questions are in Annex A (of the specification). Answers shall be recorded against each of these questions for all educational settings visited (Using the template at Annex B).
6. These questions should be used to support and facilitate conversations with staff. The Consultant shall use the responses to these questions to prompt further investigations or questions to support the outcomes and findings of the study.
7. Following the generic questions, there are study specific questions.
8. The Consultant shall follow the standard SIU process, outlined in this document, for all education settings.

Study Specific Questions: Refurbishment and Retrofit

9. This study will undertake a review and analysis of refurbishment and retrofit of schools from DfE programmes to understand lessons learned from their buildings and sites. The study will evaluate the success of retaining buildings and their effectiveness as a long-term investment in the context of embodied carbon.
 - 9.1. **Preparation prior to each visit**
 - 9.1.1 Review school information gathered at desktop stage, including planning documents, to identify:
 - 9.1.1.1 What level of refurbishment or retrofit was undertaken.
 - 9.1.1.2 Why retrofit or refurbishment was selected over the new build option.
 - 9.1.1.3 Were any new buildings provided as part of the scheme as part of the works.

- 9.1.1.4 Was the visual identify of the building changed (for example re-cladding)

9.2. School visits, for each school

9.2.1 The following information shall be gathered:

- 9.2.1.1 What is the construction type of the retained building?
- 9.2.1.2 How are both the new materials and retained materials are wearing.
- 9.2.1.3 Where applicable, how the refurbishment/retrofit was integrated with any new buildings.
- 9.2.1.4 Did the Published Admission Number (PAN) arrangement for the building change?
- 9.2.1.5 Did retaining the school buildings help continue the school identity.
- 9.2.1.6 Did the school want to retain the buildings? If so why? (e.g. charter of the space, original features, hardwearing materials, history etc.) if not why not?
- 9.2.1.7 Does the school view the refurbishment or retrofit as a success? If not why not, if yes why.
- 9.2.1.8 If applicable, how do the school view their new buildings compared to their retained buildings?
- 9.2.1.9 How does the retrained building perform from an energy perspective, compared with before the retrofit/refurbishment (school's perception and where possible obtain copies of utility bills etc.)

9.3. Undertake a 'walk around' where pictures shall be taken generally and specifically to support the above.

9.4. Post-visit report

9.5. The post-visit report shall include:

- 9.5.1 Provide a synoptic summary for all the schools within this study on the success of retrofit and refurbishment.

Approach for all studies

10. All of these questions will be explored through surveys, interviews, walkarounds and a desktop analysis of setting information.

11. The DfE will provide a list of schools selected for these evaluations. The schools will be a sample from across England, a list of schools is found at Annex D.

12. The overall strategic management of the SIU project will be by the DfE.

13. Each study will be managed by the Consultant with the visits, evaluations and report carried out by appropriately qualified professional. The Consultant shall have a good understanding of primary and secondary education, statutory and operational requirements and the way in which buildings and grounds support curriculum delivery.

14. The evaluation should be carried out using the criteria and processes set out in this scope of works.

Priced Additional Services

15. The Consultant may be required to carry out the following Additional Services:

16. The Consultant shall provide a breakdown of prices (in a table) at the tender stage for the following optional additional services:

- 16.1. Additional visits (cost per visit)
- 16.2. Measured survey for a secondary school (assume 8610m²)
- 16.3. Measured survey for a primary school (assume 2180m²)
- 16.4. Digital 3D virtual tour survey for a secondary school (assume 8610m²)
- 16.5. Digital 3D virtual tour survey for a primary school (assume 2180m²)
- 16.6. Site layout and drawings, OS template marked up with buildings, key landscape features (e.g. playing fields, MUGA, hard and soft surfaces, etc.) and developments. (cost per setting)
- 16.7. Building performance evaluation, to meet the standards required in the DfE Specification (cost per setting)
- 16.8. Management, delivery and summary of an online questionnaire for each educational setting. The questionnaire will comprise of not more than 40 standard questions, and could be completed by up all staff in the setting. In your response please provide details of the system you will use to gather this information and an outline data protection protocol (cost per study)
- 16.9. 2.5 days of scope development, which could include a site visit with the DfE project team to observe the approach.

Methodology

The methodology entails:

Commencement Meeting

18. The commencement meeting shall be attended by the Consultant's commission lead, project manager and any other key members of the Consultant's delivery team.
19. Prior to the meeting the Consultant is required to review all documents.
20. The Consultant shall deliver a brief outline presentation to the project team, summarising the operating process and report structure.
21. This meeting will also allow the Consultant and the DfE to discuss process, deliverables and timescales. The DfE will provide any key background information e.g. awareness of sensitive issues or context.

Pre-Visit

22. Prior to each site visit the Consultant shall undertake an information gathering and preparation exercise, including:
 - 22.1. The Consultant shall undertake a desktop analysis in advance of the visit, using the 'Context' questions. The Consultant shall also review publicly available documents (planning applications, etc.) considering both internal and external spaces.
 - 22.2. As part of the desktop analysis, the Consultant shall carry out educational background analysis, including, key aspects of the educational setting's culture, Ofsted reports, 'Get information about Schools', educational setting's website.
 - 22.3. The Consultant shall undertake an introductory call with the school. This shall include a 5-minute overview presentation. The Consultant shall use this meeting to agree visit dates and times. Where applicable dates for any activities requiring additional visits shall be agreed.
 - 22.4. The Consultant will assist in preparing a data protection impact assessment.
 - 22.5. Prior to visit the Consultant shall share the outcomes of the desktop analysis with the DfE for information.

Visit

23. The Consultant shall undertake at least one full day visit to each educational setting. This visit will include interviews with key members of staff, a site walk, data collection and photographs.
24. Interviews at educational setting:
 - 24.1. The Consultant shall meet with the Headteacher(s) or an appropriate member of the educational setting's senior leadership team to discuss the questions outlined in Annex A (of the specification).

- 24.2. The Consultant shall meet with the educational setting's Estate or Business Manager, or appropriate alternative member of staff to discuss the questions outlined in Annex A (of the specification), specifically, adaptation, use and performance.
 - 24.3. The Consultant shall identify and meet with other key members of staff to discuss key generic SIU questions or batch specific questions.
 - 24.4. The Consultant shall record answers to questions and provide a summary of the responses in the Key Information Template (Annex B).
25. Walk around at school:
- 25.1. Headteacher(s), or Senior Staff Member, and School Business Manager, as available, to discuss the questions outlined in Annex A (of the specification).
 - 25.2. The Business Manager shall be asked how the building and its environmental, IT and security/ access control systems are supporting the school to operate.
 - 25.3. In addition to the questions in Annex A (of the specification), the Consultant shall record information, as applicable, about:
 - 25.3.1 ICT provision and performance
 - 25.3.2 Building Management System, performance and usability
 - 25.3.3 Service supply
 - 25.3.4 Background ambient noise levels
 - 25.4. During the walk around the Consultant shall make records through photographs, formal notes and observations.

Post-Visit

26. Following the completion of all site visits the Consultant shall meet with the DfE to share a preliminary summary of their findings. This meeting shall be attended by the commission lead and project manager.
27. The Consultant shall produce a written report summarising the findings. The report shall comprise of:
 - 27.1. Executive summary (1 page)
 - 27.2. Background and context (1 page to summarise scope, half a page per school)
 - 27.3. Summary of findings against the following themes (8 pages):
 - 27.3.1 Adaptation
 - 27.3.2 Use
 - 27.3.3 Performance
 - 27.3.4 Synoptic summary

- 27.4. Recommendations (2 pages), the Consultant shall provide a minimum of 5 recommendations and a maximum of 10, evidenced from the summary section.
 - 27.5. The annex shall include, as a minimum, the following information, which shall be provided for each setting visited individually:
 - 27.5.1 3 summary infographics, illustrating projects key findings and recommendations.
 - 27.5.2 Site plans
 - 27.5.3 Buildings plans
 - 27.5.4 Photographs, labelled and plotted by number on the site or building plan as applicable.
 - 27.5.5 Summary notes from interviews and walk around, including responses to the specific questions.
 - 27.5.6 Completed Annex B template
 - 27.5.7 Any additionally procured information
 - 27.6. The main reports pages are to be A4, with size 12 font, the number of pages above is the text limit. An example format is found at Annex C.
 - 27.7. All information contained within the annexes, shall be shared digitally in high resolution.
28. The Consultant shall issue the report in draft to the DfE for review and feedback. The Consultant shall incorporate the feedback and update the report.
29. The Consultant shall produce a summary presentation using PowerPoint, typically 20 slides. The Consultant shall present this in draft, via Teams to the DfE project team for review and feedback. The Consultant shall then incorporate feedback into the presentation.
30. The Consultant shall deliver two presentations of the final agreed version via Teams to a wider audience, the presentation will typically last 20 minutes followed by a 20 minute question and answer session.
31. The Consultant shall share the presentation following completion.
32. The Consultant shall participate in an informal lessons learned session, of no more than 1 hour, via Teams.

Project Management

33. The programme is as outline below

Date	Action
	Appointment

	Commencement meeting
	Pre visit desktop analysis
	Educational setting visits
	Post-visits preliminary findings meeting
	Draft presentation and report issued to DfE
	Final report submitted to DfE
	2 x presentations to wider audience

34. The Consultant shall attend a 30 minute progress meetings fortnightly.

35. The Consultant shall provide updates on:

35.1. Programme

35.2. Progress against milestones (see programme above)

35.3. Visit schedule

35.4. Contacts and Consultant s list (as applicable)

35.5. Risks and Issues

35.6. Finance and budget

36. The Consultant shall provide the information outlined in above in writing 3 working days prior to the meeting.

Annex A: School in Use Generic Questions

Number	Theme	Questions	Sub Question
1	Context	Number on Role	
2	Context	What is the schools net capacity?	
3	Context	Number of staff	
4	Context	SEN (%)	EHCP %
5	Context	FSM (%)	
6	Context	Pupil premium (%)	
7	Context	Pupils with supported MHI (%)	
8	Context	Feeder Schools	Oversubscribed?
9	Context	% to HE	
10	Context	Ofsted (from GIAS)	
11	Context	Attendance (%)	
12	Context	Educational ethos of the school?	
13	Context	Biggest challenge the school faces (outside funding)?	
14	Context	Links with any other local schools or FE/HE? How do you use your building to provide community provision.	What links? Any shared facilities?
15	Context	Age of school buildings (CDC)	
16	Context	Type of school (GIAS)	Phase of education. Academy/LA
17	Context	Secondary school	11 - 16 or 11 - 18.
18	Context	Primary school	Nursery? Age range.
19	Context	How do you organise your school?	Faculties, year groups, other
20	Context	How far do pupils travel to school?	Mode of transport.
21	Adaption	What changes (if any) have been made recently to the building?	What impact has it had?
22	Adaption	What changes (if any) would you make to your buildings?	What impact would it have?

23	Adaption	What specification did you use when adapting your building?	Why did you use this?
24	Adaption	What changes (if any) have been made recently to the grounds?	What impact has it had?
25	Adaption	What changes (if any) would you make to your grounds?	What impact would it have?
26	Adaption	Do you have any renewable energy generation on site?	Does it work? What impact has this had on your energy bills?
27	Adaption	Does your school site have any issues with flooding?	What impact does it have?
28	Use	What is the most difficult time of the school day?	Why?
29	Use	Where do pupils like to spend their time?	
30	Use	What are the busiest parts of the school?	
31	Use	What parts of the school are used at break and lunch time?	
32	Use	How do you accommodate mental health support on site?	
33	Use	How do you accommodate SEND support on site?	
34	Use	How do you support children with physical support needs (e.g. wheelchair, diabetics)?	
35	Use	What visiting professionals use the school?	What space do they use?
36	Use	Do you have an onsite "AP" or other unit?	Why have you set it up?
37	Use	Which teaching spaces support learning very well?	Why?
38	Use	Which teaching spaces are least successful at supporting learning?	Why?
39	Use	What non-teaching spaces work well?	Why?
40	Use	Which non-teaching spaces do not work?	Why?
41	Use	Which spaces in the school do you hear about least?	

42	Use	Do the community use the site (buildings and grounds)?	What provision do they use? What times do they use it? How is access managed? How do you manage bookings?
43	Use	Are outside spaces used for teaching and learning (not PE)	What and how frequently? Which areas are used?
44	Use	Which outside areas are most used by pupils?	
45	Use	What works well about your outside space?	
46	Use	What change would you make to your outside space?	
47	Use	Do pupils use the school out of school day?	Breakfast clubs, sports clubs, homework clubs. Extent
48	Use	What internal social spaces do you have for pupils?	
49	Use	How effective are student social spaces?	
50	Use	Where do you staff spend time when not teaching?	
51	Use	How do staff spaces support their needs?	
52	Use	Are there any spaces that are not used?	Why?
53	Use	What spaces are under the most demand?	Why?
54	Use	Do you use any off site provision for education?	What are they? Why do you use them?
55	Performance	What are the top 3 maintenance issues?	
56	Performance	Who is responsible for maintaining your school?	E.g. PFI, maintenance contract, Trust, school.
57	Performance	What are the areas that take the most time to clean?	
58	Performance	What works well about your school buildings?	
59	Performance	What could be improved about your school buildings?	

60	Performance	Which spaces in your school feel uncomfortable?	
61	Performance	Are there any areas of your school where noise is overwhelming?	What impact does it have?

Annex B: Generic SIU questions template



Annex%20B%20-%20Generic%20SIU%20

Contained within:

Number	Theme	Questions	Sub Question	Record of response
1	Context	Number on Role		
2	Context	What is the schools net capacity?		
3	Context	Number of staff		
4	Context	SEN (%)	EHCP %	
5	Context	FSM (%)		
6	Context	Pupil premium (%)		
7	Context	Pupils with supported MHI (%)		
8	Context	Feeder Schools	Oversubscribed?	
9	Context	% to HE		
10	Context	Ofsted (from GIAS)		
11	Context	Attendance (%)		
12	Context	Educational ethos of the school?		
13	Context	Biggest challenge the school faces (outside funding)?		
14	Context	Links with any other local schools or FE/HE? How do you use your building to provide community provision.	What links? Any shared facilities?	
15	Context	Age of school buildings (CDC)		
16	Context	Type of school (GIAS)	Phase of education. Academy/LA	
17	Context	Secondary school	11 - 16 or 11 - 18.	
18	Context	Primary school	Nursery? Age range.	
19	Context	How do you organise your school?	Faculties, year groups, other	
20	Context	How far do pupils travel to school?	Mode of transport.	
21	Adaption	What changes (if any) have been made recently to the building?	What impact has it had?	
22	Adaption	What changes (if any) would you make to your buildings?	What impact would it have?	

23	Adaption	What specification did you use when adapting your building?	Why did you use this?	
24	Adaption	What changes (if any) have been made recently to the grounds?	What impact has it had?	
25	Adaption	What changes (if any) would you make to your grounds?	What impact would it have?	
26	Adaption	Do you have any renewable energy generation on site?	Does it work? What impact has this had on your energy bills?	
27	Adaption	Does your school site have any issues with flooding?	What impact does it have?	
28	Use	What is the most difficult time of the school day?	Why?	
29	Use	Where do pupils like to spend their time?		
30	Use	What are the busiest parts of the school?		
31	Use	What parts of the school are used at break and lunch time?		
32	Use	How do you accommodate mental health support on site?		
33	Use	How do you accommodate SEND support on site?		
34	Use	How do you support children with physical support needs (e.g. wheelchair, diabetics)?		
35	Use	What visiting professionals use the school?	What space do they use?	
36	Use	Do you have an onsite "AP" or other unit?	Why have you set it up?	
37	Use	Which teaching spaces support learning very well?	Why?	
38	Use	Which teaching spaces are least successful at supporting learning?	Why?	
39	Use	What non-teaching spaces work well?	Why?	
40	Use	Which non-teaching spaces do not work?	Why?	
41	Use	Which spaces in the school do you hear about least?		

42	Use	Do the community use the site (buildings and grounds)?	What provision do they use? What times do they use it? How is access managed? How do you manage bookings?	
43	Use	Are outside spaces used for teaching and learning (not PE)	What and how frequently? Which areas are used?	
44	Use	Which outside areas are most used by pupils?		
45	Use	What works well about your outside space?		
46	Use	What change would you make to your outside space?		
47	Use	Do pupils use the school out of school day?	Breakfast clubs, sports clubs, homework clubs. Extent	
48	Use	What internal social spaces do you have for pupils?		
49	Use	How effective are student social spaces?		
50	Use	Where do you staff spend time when not teaching?		
51	Use	How do staff spaces support their needs?		
52	Use	Are there any spaces that are not used?	Why?	
53	Use	What spaces are under the most demand?	Why?	
54	Use	Do you use any off site provision for education?	What are they? Why do you use them?	
55	Performance	What are the top 3 maintenance issues?		
56	Performance	Who is responsible for maintaining your school?	E.g. PFI, maintenance contract, Trust, school.	
57	Performance	What are the areas that take the most time to clean?		
58	Performance	What works well about your school buildings?		
59	Performance	What could be improved about your school buildings?		
60	Performance	Which spaces in your school feel uncomfortable?		

61	Performance	Are there any areas of your school where noise is overwhelming?	What impact does it have?	
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Contents

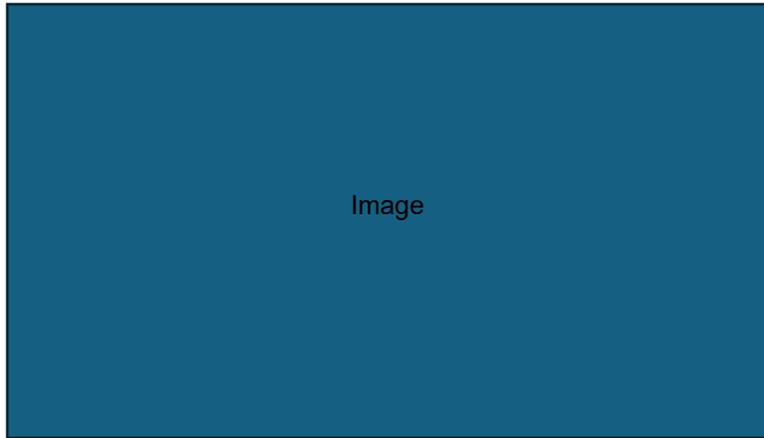
<u>Executive Summary (maximum 1 page)</u>	49
<u>Background and Context (0.5 page per school)</u>	0
<u>Summary of findings (maximum 8 pages)</u>	2
<u>Recommendations (maximum 2 pages)</u>	3
<u>Annexes</u>	4

Executive Summary (maximum 1 page)

- Summarise the subject of the study
- Summary infographic
- Summary of key findings
- Summary of recommendation

Background and Context (0.5 page per school)

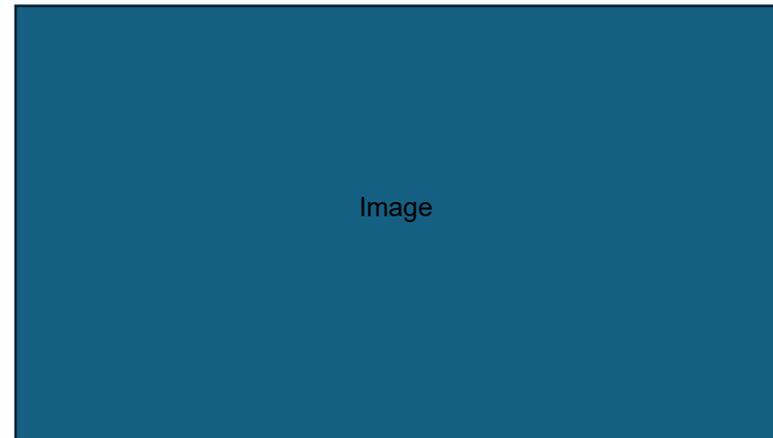
School 1



• Address	•
• URN	•
• Phase of education	•
• Number on role	•
• Number of staff	•

• % SEND	•
• % FSM	•
• Age of school	•
•	•
•	•

School 2



• Address	•
------------------	---

• URN	•
• Phase of education	•
• Number on role	•
• Number of staff	•
• % SEND	•
• % FSM	•
• Age of school	•
•	•
•	•

Summary of findings (maximum 8 pages)

- Summary of findings shall be provided against each of the following key themes:
 - Adaptation
 - Use
 - Performance
 - Synoptic summary

Recommendations (maximum 2 pages)

Provide a minimum of 5 recommendations and a maximum of 10 based on the evidenced from the summary section.

Annexes

As a minimum, the following information, which shall be provided for each setting visited individually:

Annex 1: Infographics

- 3 summary infographics, illustrating projects key findings and recommendations.

Annex 2: Site and Building Plans

- Site plans
- Buildings plans

Annex 3: Photographs

- Photographs, labelled and plotted by number on the site or building plan as applicable.

Annex 4: Summary notes

- Summary notes from interviews and walk around, including responses to the specific questions.
- Completed Annex B template for each participating school

Annex 5 onwards

- Any additionally procured information

Annex D: Site details

Educational Settings (school details are subject to change and full details are to be confirmed: minimum 8 schools)

Annex E: Supplier EOI submission and key performance indicators

Core Services, hours:

Arcadis provided a per school breakdown during their submission. The number of days provided within the per school breakdown have been extrapolated to fit the minimum number of schools per project. Additional schools will be covered by the Additional Services section.

Core Services	Senior professional Project Manager, in days (per school)	Senior professional Architect, in days (per school)	Director time, in days (per school)
Study 1: Community Co-location Fund			
Study 1: Community Co-location Fund (All 5 schools)			
Study 2: Refurbishment and Retrofit Per school) Study 2: Refurbishment and Retrofit (All 8 schools)			

Core Services, costings:

Based upon the applicable CCS rate cards and hours submitted by the Consultant, during the EOI.

Core Services	Senior professional Project Manager, in days (per school)	Senior professional Architect, in days (per school)	Director time, in days (per school)	Totals (excluding VAT):	Total cost, inclusive of VAT
Study 1: Community Co-location Fund (minimum 5 schools)					
Study 2: Refurbishment and Retrofit (minimum of 8 schools)					

Additional services, hours:

	Note	Senior professional Project Manager, in hours)	Senior professional Architect (Building Surveying), in hours
Additional visits	Hours per visit		
Measured survey for a secondary school	assume 8610m ²		
Measured survey for a primary school	assume 2180m ²		
Digital 3D virtual tour survey for a secondary school	assume 8610m ²		
Digital 3D virtual tour survey for a primary school	assume 2180m ²		
Site layout and drawings, OS template marked up with buildings, key landscape features (e.g. playing fields, MUGA, hard and soft surfaces, etc.) and developments	Hours per setting		
Building performance evaluation, to meet the standards required in the DfE Specification	Hours per setting		
Management, delivery and summary of an online questionnaire for each educational setting. The questionnaire will comprise of not more than 40 standard questions, and could be completed by up all staff in the setting. In your response please provide details of the system you will use to gather this information and an outline data protection protocol	Hours per study		

Additional services, costings:

Based upon the applicable CCS rate cards and hours submitted by the Consultant, during the EOI.

	Senior professional Project Manager, in hours)	Senior professional Architect (Building Surveying), in hours	Total cost per service excluding VAT:	Total cost, inclusive of VAT
Additional visits (Hours per visit)				
Measured survey for a secondary school (assume 8610m ²)				
Measured survey for a primary school (assume 2180m ²)				
Digital 3D virtual tour survey for a secondary school (assume 8610m ²)				
Digital 3D virtual tour survey for a primary school (assume 2180m ²)				

Site layout and drawings, OS template marked up with buildings, key landscape features (e.g. playing fields, MUGA, hard and soft surfaces, etc.) and developments				
Building performance evaluation, to meet the standards required in the DfE Specification				
Management, delivery and summary of an online questionnaire for each educational setting. The questionnaire will comprise of not more than 40 standard questions, and could be completed by up all staff in the setting. In your response please provide details of the system you will use to gather this information and an outline data protection protocol				

Key performance indicators and service credits:

The following key performance indicators and service credits take precedent over any listed within the specification.

The following KPI are included into the contract

KPI 1: Completion of Desktop Study

The Supplier shall complete the desktop study for each project within the number of working days agreed from receipt of the project brief.

KPI 2: Completion of Site Visit

The Supplier shall complete the site visit for each project within the number of working days agreed following completion of the desktop study.

KPI 3: Completion of Written Report and Presentation

The Supplier shall submit the final written report and deliver the associated presentation within the number of working days agreed following completion of the site visit.

KPI 4: Adherence to Committed Hours

The Consultant shall deliver both project (Study 1 and Study 2) and Additional Services within the number of days committed in its Expression of Interest (EOI) submission. Where the actual days for any role exceed the committed days for that role by more than 10% for a Core or Additional service, the Authority shall apply a service credit equal to 1% of that role's committed value for each percentage point exceeded beyond the 10% threshold. The total service credit for the Core or Additional service shall be the sum of the service credits calculated for each role.

Worked example: The Consultant committed to complete the Community Co-location Fund study (study 1), covering 5 schools, using the following resource:

Core Services	Senior professional Project Manager	Senior professional Architect	Director
---------------	-------------------------------------	-------------------------------	----------

Study 1: Community Co-location Fund (All 5 schools), number of days:	█	█	█
--	---	---	---

However, as per the scenario, here is a demonstration of if Study 1 (the Community Co-location Fund) over ran by 12 hours overall. Please note each individual roles hours are measures, rather than the combined total:

Role	Committed Days	Daily Rate (£)	Days X Rates	Actual Days	Overage (Days)	% days over commitment	% over the Threshold	Service Credit (£)
Project Manager (Senior Professional)	█	█	█	█	█	60.0%	50.0%	█
Architect (Senior Professional)	█	█	█	█	█	30.0%	20.0%	█
Project Manager (Director)	█	█	█	█	█	30.0%	20.0%	█
Totals	█		█0	█	█			█

Annex C

Consultant Deeds of Collateral Warranty

NOT USED

Annex D

Sub-consultant Deeds of Collateral Warranty

NOT USED

Annex E

Project Team Members

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Annex F

Financial Distress

1. Definitions

1.1. In this Schedule [] the following definitions apply:

"Credit Rating Threshold" means the minimum credit rating level for the Consultant as set out in Annex 1

"Financial Distress Event" means the occurrence or one or more of the events listed in this Schedule []

"Financial Distress Service Continuity Plan" means a plan setting out how the Consultant will ensure the continued performance in accordance with this contract in the event that a Financial Distress Event occurs;

"Rating Agency" means the rating agency means Dun & Bradstreet.

2. Credit rating and duty to notify

2.1. The Consultant warrants and represents to the Client for the benefit of the Client that as at the Contract Date the long-term credit ratings issued for the Consultant by the Rating Agency.

2.2. The Consultant promptly notifies (or procures that its auditors promptly notify) the Client if there is any significant downgrade in the credit rating issued by any Rating Agency for the Consultant (and in any event within seven days from the occurrence of the downgrade).

2.3. If there is any downgrade credit rating issued by any Rating Agency for the Consultant, the Consultant ensures that the Consultant's auditors thereafter provide the Client within 14 days of a written request by the Client with written calculations of the quick ratio for the Consultant at such date as may be requested by the Client. For these purposes the "quick ratio" on any date means:

Where

A. is the value at the relevant date of all cash in hand and at the bank of the Consultant

B. is the value of all marketable securities held by the Consultant determined using closing prices on the working day preceding the relevant date

C. is the value at the relevant date of all account receivables of the Consultant and

D. is the value at the relevant date of the current liabilities of the Consultant.

2.4. The Consultant:

- regularly monitors the credit ratings of the Consultant with the Rating Agencies and
- promptly notifies (or shall procure that its auditors promptly notify) the Client following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, shall ensure that such notification is made within 14 days of the date on which the Consultant first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.

2.5. For the purposes of determining whether a Financial Distress Event has occurred pursuant to the provisions of paragraph, the credit rating of the Consultant shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the Consultant at or below the applicable Credit Rating Threshold.

3. Consequences of a financial distress event

3.1. In the event of:

3.1.1. the credit rating of the Consultant dropping below the applicable Credit Rating Threshold;

3.1.2. the Consultant issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;

3.1.3. there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Consultant;

3.1.4. the Consultant committing a material breach of covenant to its lenders;

3.1.5. a Sub-contractor notifying the Client that the Consultant has not satisfied any sums properly due for a material specified invoice or sequences of invoices that are not subject to a genuine dispute;

3.1.6. any of the following:

3.1.6.1 commencement of any litigation against the Consultant with respect to financial indebtedness or obligations under this contract;

3.1.6.2 non-payment by the Consultant of any financial indebtedness; any financial indebtedness of the Consultant becoming due as a result of an event of default

3.1.6.3 the cancellation or suspension of any financial indebtedness in respect of the Consultant in each case which the Client reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance of the Consultant in accordance with this contract

then, immediately upon notification of the Financial Distress Event (or if the Client becomes aware of the Financial Distress Event without notification and brings the event

to the attention of the Consultant), the Consultant shall have the obligations and the Client shall have the rights and remedies as set out in paragraphs 3.2 – 3.6.

3.2. The Consultant:

3.2.1 at the request of the Client meets the Client as soon as reasonably practicable (and in any event within three working days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Client may permit and notify to the Consultant in writing) to review the effect of the Financial Distress Event on its continued performance in accordance with this contract and

3.2.2. where the Client reasonably believes (taking into account any discussions and representations under paragraph 3.2.1) that the Financial Distress Event could impact on the Consultant's continued performance in accordance with this Contract:

- submits to the Client for approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within 14 days from the initial notification (or awareness) of the Financial Distress Event or such other period as the Client may permit and notify to the Consultant in writing)
- provides such financial information relating to the Consultant as the Client may reasonably requires.

3.3. The Client does not withhold approval of a draft Financial Distress Service Continuity Plan unreasonably. If the Client does not approve the draft Financial Distress Service Continuity Plan, the Client informs the Consultant of the reasons and the Consultant takes those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which the Consultant resubmits to the Client within seven days of the rejection of the first or subsequent (as the case may be) drafts. This

process is repeated until the Financial Distress Service Continuity Plan is approved by the Client or referred to the dispute resolution procedure.

3.4. If the Client considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, the Client may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the dispute resolution procedure.

3.5. Following approval of the Financial Distress Service Continuity Plan by the Client, the Consultant

- reviews on a regular basis (which shall not be less than monthly) the Financial Distress Service Continuity Plan and assesses whether it remains adequate and up to date to ensure the continued performance in accordance with this Contract
- where the Financial Distress Service Continuity Plan is not adequate or up to date in, submits an updated Financial Distress Service Continuity Plan to the Client for approval, and the provisions of shall apply to the review and approval process for the updated Financial Distress Service Continuity Plan and
- complies with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).

3.6. Where the Consultant reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, the Consultant notifies the Client and subject to the agreement of the Client, the Consultant is relieved of its obligations under paragraph 3.

4. Termination rights

4.1. The Client may terminate the Consultant's obligation to perform the Services if

- the Consultant fails to notify the Client of a Financial Distress Event in accordance with paragraph 2.2;
- the Client fails to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with paragraph 3 and/or
- the Consultant fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with paragraph 3.

5. Primacy of credit ratings

5.1. Without prejudice to the Consultant's obligations and the Client's rights and remedies under paragraph 3, if, following the occurrence of a Financial Distress Event pursuant to paragraph 2 to the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:

- the Consultant is relieved automatically of its obligations under paragraph 3 and
- the Client is not entitled to require the Consultant to provide financial information in accordance with paragraph 2.3.

ANNEX 1: CREDIT RATINGS & CREDIT RATING THRESHOLDS

Consultant Credit current rating (long term)

- A Dun & Bradstreet Failure Score of **65**

Credit Rating Threshold

- A Dun & Bradstreet rating of: **BA2**

Annex G

Security Provisions

1. Definitions

1.1. In this Schedule, the following words shall have the following meanings and they shall supplement the other definitions in the Contract:

<p>“BPSS” “Baseline Personnel Security Standard”</p>	<p>the Government’s HMG Baseline Personal Security Standard. Further information can be found at: https://www.gov.uk/government/publications/government-baseline-personnel-security-standard</p>
<p>“CCSC” “Certified Cyber Security Consultancy”</p>	<p>is the National Cyber Security Centre’s (NCSC) approach to assessing the services provided by consultancies and confirming that they meet NCSC's standards. See website: https://www.ncsc.gov.uk/scheme/certified-cyber-consultancy</p>
<p>“Buyer”</p>	<p>the Client</p>
<p>“CCP” “Certified Professional”</p>	<p>is a NCSC scheme in consultation with government, industry, and academia to address the growing need for specialists in the cyber security profession. See website: https://www.ncsc.gov.uk/information/about-certified-professional-scheme</p>
<p>“Cyber Essentials” “Cyber Essentials Plus”</p>	<p>Cyber Essentials is the government backed industry supported scheme to help organisations protect themselves against common cyber-attacks. Cyber Essentials and Cyber Essentials Plus are levels within the scheme. There are a number of certification bodies that can be approached for further advice on the scheme, the link below points to these providers: https://www.cyberessentials.ncsc.gov.uk/getting-certified/#what-is-an-accreditation-body</p>
<p>“Data” “Data Controller” “Data Protection Officer” “Data Processor” “Personal Data” “Personal Data requiring Sensitive Processing” “Data Subject”, “Process” and “Processing”</p>	<p>shall have the meanings given to those terms by the Data Protection Legislation</p>

<p>"Buyer's Data" "Buyer's Information"</p>	<p>is any data or information owned or retained to meet departmental business objectives and tasks, including: (a) any data, text, drawings, diagrams, images, or sounds (together with any repository or database made up of any of these components) which are embodied in any electronic, magnetic, optical, or tangible media, and which are: (i) supplied to the Supplier by or on behalf of the Buyer; or (ii) which the Supplier is required to generate, process, store or transmit pursuant to this Contract; or (b) any Personal Data for which the Buyer is the Data Controller;</p>
<p>"Departmental Security Requirements"</p>	<p>the Buyer's security policy or any standards, procedures, process, or specification for security that the Supplier is required to deliver.</p>
<p>"Digital Marketplace / G-Cloud"</p>	<p>the Digital Marketplace is the online framework for identifying and procuring cloud technology and people for digital projects.</p>
<p>"End User Devices"</p>	<p>the personal computer or consumer devices that store or process information.</p>
<p>"Good Industry Standard" "Industry Good Standard"</p>	<p>the implementation of products and solutions, and the exercise of that degree of skill, care, prudence, efficiency, foresight, and timeliness as would be expected from a leading company within the relevant industry or business sector.</p>
<p>"GSC" "GSCP"</p>	<p>the Government Security Classification Policy which establishes the rules for classifying HMG information. The policy is available at: https://www.gov.uk/government/publications/government-security-classifications</p>
<p>"HMG"</p>	<p>Her Majesty's Government</p>
<p>"ICT"</p>	<p>Information and Communications Technology (ICT) and is used as an extended synonym for information technology (IT), used to describe the bringing together of enabling technologies used to deliver the end-to-end solution</p>
<p>"ISO/IEC 27001" "ISO 27001"</p>	<p>is the International Standard for Information Security Management Systems Requirements</p>
<p>"ISO/IEC 27002" "ISO 27002"</p>	<p>is the International Standard describing the Code of Practice for Information Security Controls.</p>
<p>"ISO 22301"</p>	<p>is the International Standard describing for Business Continuity</p>
<p>"IT Security Health Check (ITSHC)" "IT Health Check (ITHC)" "Penetration Testing"</p>	<p>an assessment to identify risks and vulnerabilities in systems, applications and networks which may compromise the confidentiality, integrity or availability of information held on that ICT system.</p>

"Need-to-Know"	the Need-to-Know principle employed within HMG to limit the distribution of classified information to those people with a clear 'need to know' in order to carry out their duties.
"NCSC"	the National Cyber Security Centre (NCSC) is the UK government's National Technical Authority for Information Assurance. The NCSC website is https://www.ncsc.gov.uk
"OFFICIAL"	the term 'OFFICIAL' is used to describe the baseline level of 'security classification' described within the Government Security Classification Policy (GSCP).
"OFFICIAL-SENSITIVE"	the term 'OFFICIAL-SENSITIVE' is used to identify a limited subset of OFFICIAL information that could have more damaging consequences (for individuals, an organisation or government generally) if it were lost, stolen, or published in the media, as described in the GSCP.
"RBAC" "Role Based Access Control"	Role Based Access Control, a method of restricting a person's or process' access to information depending on the role or functions assigned to them.
"Storage Area Network" "SAN"	an information storage system typically presenting block-based storage (i.e., disks or virtual disks) over a network interface rather than using physically connected storage.
"Secure Sanitisation"	<p>the process of treating data held on storage media to reduce the likelihood of retrieval and reconstruction to an acceptable level.</p> <p>NCSC Guidance can be found at: https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media</p> <p>The disposal of physical documents and hardcopy materials advice can be found at: https://www.cpni.gov.uk/secure-destruction-0</p>
"Security and Information Risk Advisor" "CCP SIRA" "SIRA"	the Security and Information Risk Advisor (SIRA) is a role defined under the NCSC Certified Professional (CCP) Scheme. See also: https://www.ncsc.gov.uk/articles/about-certified-professional-scheme
"Senior Information Risk Owner" "SIRO"	the Senior Information Risk Owner (SIRO) responsible on behalf of the DfE Accounting Officer for overseeing the management of information risk across the organisation. This includes its executive agencies, arm's length bodies (ALBs), non-departmental public bodies (NDPBs) and devolved information held by third parties.
"SPF" "HMG Security Policy Framework"	the definitive HMG Security Policy which describes the expectations of the Cabinet Secretary and Government's Official Committee on Security on how HMG organisations and third parties handling HMG information and other assets will apply protective security to ensure HMG can function effectively, efficiently, and

	securely. https://www.gov.uk/government/publications/security-policy-framework
"Supplier"	the Consultant
"Supplier Staff"	all directors, officers, employees, agents, consultants, and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under the Contract.

Operative Provisions

- 1.1. The Supplier shall be aware of and comply with the relevant HMG security policy framework, NCSC guidelines and where applicable these Departmental Security Requirements which include but are not constrained to the following paragraphs.
- 1.2. Where the Supplier will provide products or Services or otherwise handle information at OFFICIAL for the Buyer, the requirements of Procurement Policy Note: Updates to the Cyber Essentials Scheme (PDF) - Action Note 09/23 dated September 2023, or any subsequent updated document, are mandated, namely that contractors supplying products or services to HMG shall have achieved and will retain Cyber Essentials certification at the appropriate level for the duration of the contract. The certification scope shall be relevant to the Services supplied to, or on behalf of, the Buyer.
- 1.3. Where paragraph 1.2 above has not been met, the Supplier shall have achieved, and be able to maintain, independent certification to ISO/IEC 27001 (Information Security Management Systems Requirements). The ISO/IEC 27001 certification must have a scope relevant to the Services supplied to, or on behalf of, the Buyer. The scope of certification and the statement of applicability must be acceptable, following review, to the Buyer, including the application of controls from ISO/IEC 27002 (Code of Practice for Information Security Controls).
- 1.4. The Supplier shall follow the UK Government Security Classification Policy (GSCP) in respect of any Buyer's Data being handled in the course of providing the Services and will handle all data in accordance with its security classification. (In the event where the Supplier has an existing Protective Marking Scheme then the Supplier may continue to use this but must map the HMG security classifications against it to ensure the correct controls are applied to the Buyer's Data).
- 1.5. Buyer's Data being handled while providing an ICT solution or service must be separated from all other data on the Supplier's or sub-consultant's own IT equipment to protect the Buyer's Data and enable the data to be identified and securely deleted when required in line with paragraph 1.14. For information stored digitally, this must be at a minimum logically separated. Physical information (e.g., paper) must be physically separated.
- 1.6. The Supplier shall have in place and maintain physical security to premises and sensitive areas used in relation to the delivery of the products or Services, and that store or process Buyer's Data, in line with ISO/IEC 27002 including, but not limited to, entry control mechanisms (e.g., door access), CCTV, alarm systems, etc.
 - 1.6.1. Where remote working is allowed, the Supplier shall have an appropriate remote working policy in place for any Supplier staff that will have access to the Buyer's data and/or systems.

- 1.7. The Supplier shall have in place, implement, and maintain an appropriate user access control policy for all ICT systems to ensure only authorised personnel have access to Buyer's Data. This policy should include appropriate segregation of duties and if applicable role-based access controls (RBAC). User credentials that give access to Buyer's Data or systems shall be considered to be sensitive data and must be protected accordingly.
- 1.8. The Supplier shall have in place and shall maintain procedural, personnel, physical and technical safeguards to protect Buyer's Data, including but not limited to:
 - 1.8.1. physical security controls;
 - 1.8.2. Good Industry Standard policies and processes;
 - 1.8.3. malware protection;
 - 1.8.4. boundary access controls including firewalls, application gateways, etc;
 - 1.8.5. maintenance and use of fully supported software packages in accordance with vendor recommendations;
 - 1.8.6. use of secure device configuration and builds;
 - 1.8.7. software updates and patching regimes including malware signatures, for operating systems, network devices, applications and services;
 - 1.8.8. user identity and access controls, including the use of multi-factor authentication for sensitive data and privileged account accesses;
 - 1.8.9. any services provided to the Buyer must capture audit logs for security events in an electronic format at the application, service and system level to meet the Buyer's logging and auditing requirements, plus logs shall be:
 - 1.8.9.1. retained and protected from tampering for a minimum period of six months;
 - 1.8.9.2. made available to the Buyer on request.
- 1.9. The Supplier shall ensure that any Buyer's Data (including email) transmitted over any public network (including the Internet, mobile networks, or unprotected enterprise network) or to a mobile device shall be encrypted when transmitted.
- 1.10. The Supplier shall ensure that any Buyer's Data which resides on a mobile, removable, or physically uncontrolled device is stored encrypted using a product or system component which has been formally assured through a recognised certification process agreed with the Buyer except where the Buyer has given its prior written consent to an alternative arrangement.
- 1.11. The Supplier shall ensure that any device which is used to process Buyer's Data meets all of the security requirements set out in the NCSC End User Devices Platform Security Guidance, a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/end-user-device-security> and <https://www.ncsc.gov.uk/collection/end-user-device-security/eud-overview/eud-security-principles>.
- 1.12. Whilst in the Supplier's care all removable media and hardcopy paper documents containing Buyer's Data must be handled securely and secured under lock and key when

not in use and shall be securely destroyed when no longer required, using either a cross-cut shredder or a professional secure disposal organisation.

The term 'lock and key' is defined as: "securing information in a lockable desk drawer, cupboard or filing cabinet which is under the user's sole control and to which they hold the keys".

- 1.13. When necessary to hand carry removable media and/or hardcopy paper documents containing Buyer's Data, the media or documents being carried shall be kept under cover and transported in such a way as to ensure that no unauthorised person has either visual or physical access to the material being carried. This paragraph shall apply equally regardless of whether the material is being carried inside or outside of company premises.

The term 'under cover' means that the information is carried within an opaque folder or envelope within official premises and buildings and within a closed briefcase or other similar bag or container when outside official premises or buildings.

- 1.14. In the event of termination of Contract due to expiry, as a result of an Insolvency Event or for breach by the Supplier, all information assets provided, created or resulting from provision of the Services shall not be considered as the Supplier's assets and must be returned to the Buyer and written assurance obtained from an appropriate officer of the Supplier that these assets regardless of location and format have been fully sanitised throughout the Supplier's organisation in line with paragraph 1.15.

- 1.15. In the event of termination, equipment failure or obsolescence, all Buyer's Data and Buyer's Information, in either hardcopy or electronic format, that is physically held or logically stored by the Supplier must be accounted for and either physically returned or securely sanitised or destroyed in accordance with the current HMG policy using an NCSC-approved product or method.

Where sanitisation or destruction is not possible for legal, regulatory or technical reasons, such as data stored in a cloud system, Storage Area Network (SAN) or on shared backup tapes, then the Supplier shall protect (and ensure that any sub-consultant protects) the Buyer's Information and Buyer's Data until such time, which may be long after termination or expiry of the Contract, when it can be securely cleansed or destroyed.

Evidence of secure destruction will be required in all cases.

- 1.16. Access by Supplier Staff to Buyer's Data, including user credentials, shall be confined to those individuals who have a "need-to-know" in order to carry out their role; and have undergone mandatory pre-employment screening, to a minimum of HMG Baseline Personnel Security Standard (BPSS); or hold an appropriate National Security Vetting clearance as required by the Buyer. All Supplier Staff must complete this process before access to Buyer's Data is permitted. Any Supplier Staff who will be in contact with children or vulnerable adults must, in addition to any security clearance, have successfully undergone an Enhanced DBS (Disclosure and Barring Service) check prior to any contact.
- 1.17. All Supplier Staff who handle Buyer's Data shall have annual awareness training in protecting information.
- 1.18. Notwithstanding any other provisions as to business continuity and disaster recovery in the Contract, the Supplier shall, as a minimum, have in place robust business continuity arrangements and processes including IT disaster recovery plans and procedures that conform to ISO 22301 to ensure that the delivery of the Contract is not adversely affected

in the event of an incident. An incident shall be defined as any situation that might, or could lead to, a disruption, loss, emergency, or crisis to the Services delivered. If an ISO 22301 certificate is not available, the supplier will provide evidence of the effectiveness of their ISO 22301 conformant business continuity arrangements and processes including IT disaster recovery plans and procedures. This must include evidence that the Supplier has tested or exercised these plans within the last 12 months and produced a written report of the outcome, including required actions.

- 1.19. Any suspected or actual breach of the confidentiality, integrity, or availability of Buyer's Data, including user credentials, used or handled while providing the Services shall be recorded as a Security Incident. This includes any non-compliance with the Departmental Security Requirements and these provisions, or other security standards pertaining to the solution.

Security Incidents shall be reported to the Buyer immediately, wherever practical, even if unconfirmed or when full details are not known, but always within 24 hours of discovery and followed up in writing. If Security Incident reporting has been delayed by more than 24 hours, the Supplier should provide an explanation about the delay. Regular updates on the Security Incident shall be provided to the Buyer in writing until the incident is resolved.

Security Incidents shall be reported through the Buyer's nominated system or service owner.

Security Incidents shall be investigated by the Supplier with outcomes being notified to the Buyer.

- 1.20. The Supplier shall ensure that any Supplier ICT systems and hosting environments that are used to handle, store or process Buyer's Data, including Supplier ICT connected to Supplier ICT systems used to handle, store or process Buyer's Data, shall be subject to independent IT Health Checks (ITHC) using an NCSC CHECK Scheme ITHC provider before go-live and periodically (at least annually) thereafter. On request by the Buyer, the findings of the ITHC relevant to the Services being provided are to be shared with the Buyer in full without modification or redaction and all necessary remedial work carried out. In the event of significant security issues being identified, a follow up remediation test may be required, to be determined by the Buyer upon review of the ITHC findings.
- 1.21. The Supplier or sub-consultants providing the Services will provide the Buyer with full details of any actual or future intent to develop, manage, support, process, or store Buyer's Data outside of the UK mainland. The Supplier or subconsultant shall not go ahead with any such proposal without the prior written agreement from the Buyer.
- 1.22. The Buyer reserves the right to audit the Supplier or subconsultants providing the Services annually, within a mutually agreed timeframe but always within seven days of notice of a request to audit being given. The audit shall cover the overall scope of the Services being supplied and the Supplier's, and any subconsultants', compliance with the paragraphs contained in this Annex.
- 1.23. The Supplier and subconsultants shall undergo appropriate security assurance activities and shall provide appropriate evidence including the production of the necessary security documentation as determined by the Buyer through the life of the contract. This will include obtaining any necessary professional security resources required to support the Supplier's and subconsultant's security assurance activities such as: a Security and Information Risk Advisor (SIRA) certified to NCSC Certified Cyber Security Consultancy (CCSC) or NCSC Certified Cyber Professional (CCP) schemes.

- 1.24. Where the Supplier is delivering an ICT solution to the Buyer they shall design and deliver solutions and services that are compliant with the HMG Security Policy Framework in conjunction with current NCSC Information Assurance Guidance and Buyer's Policy. The Supplier will provide the Buyer with evidence of compliance for the solutions and services to be delivered. The Buyer's expectation is that the Supplier shall provide written evidence of:
- 1.24.1. implementation of the foundational set of cyber defence safeguards from the Center for Internet Security Critical Security Controls (CIS CSC v8).
 - 1.24.2. any existing security assurance for the Services to be delivered, such as: ISO/IEC 27001 / 27002 or an equivalent industry level certification issued by an organisation accredited by the United Kingdom Accreditation Service.
 - 1.24.3. any existing HMG security accreditations or assurance that are still valid including: details of the awarding body; the scope of the accreditation; any caveats or restrictions to the accreditation; the date awarded, plus a copy of the residual risk statement.
 - 1.24.4. documented progress in achieving any security assurance or accreditation activities including whether documentation has been produced and submitted. The Supplier shall provide details of who the awarding body or organisation will be, and date expected.
 - 1.24.5. compliance with the principles of Secure by Design as described at Secure by Design Principles - UK Government Security.

Additional information and evidence to that listed above may be required to ensure compliance with DfE security requirements as part of the DfE security assurance process. Where a request for evidence or information is made by the Buyer, the Supplier will acknowledge the request within 5 working days and either provide the information within that timeframe, or, if that is not possible, provide a date when the information will be provided to the Buyer. In any case, the Supplier must respond to information requests from the Buyer needed to support the security assurance process promptly and without undue delay.

- 1.25. The Supplier shall contractually enforce all these Departmental Security Requirements onto any third-party suppliers, subconsultants or partners who will have access to the Buyer's Data in the course of providing the Services, before access to the data is provided or permitted.
- 1.26. The Supplier shall comply with the NCSC's social media guidance: how to use social media safely for any web and social media-based communications. In addition, any Communications Plan deliverable must include a risk assessment relating to the use of web and social media channels for the programme, including controls and mitigations to be applied and how the NCSC social media guidance will be complied with. The Supplier shall implement the necessary controls and mitigations within the plan and regularly review and update the risk assessment throughout the contract period. The Buyer shall have the right to review the risks within the plan and approve the controls and mitigations to be implemented, including requiring the Supplier to implement any additional reasonable controls to ensure risks are managed within the Buyer's risk appetite.
- 1.27. Any Supplier ICT system used to handle, store, or process the Buyer's Data, including any Supplier ICT systems connected to systems that handle, store, or process the Buyer's

Data, must have in place protective monitoring at a level that is commensurate with the security risks posed to those systems and the data held. The Supplier shall provide evidence to the Buyer upon request of the protective monitoring arrangements in place needed to assess compliance with this requirement.

- 1.28. Where the Supplier is using Artificial Intelligence (AI) and/or Machine Learning (ML) in the delivery of their service to the Buyer, this shall comply with the NCSC's principles for the security of machine learning.

Annex H

UK GDPR¹

Each Party agrees that, in performing its obligations and exercising its rights under this Contract, it may receive and process limited Personal Data, relating to a small number of individuals of the other Party, including names, email addresses, job title and other business contact details. Each Party will process such Personal Data in accordance with Data Protection Legislation and in relation to this Contract. Where the Consultant, in performing its obligations hereunder, processes any more substantive amounts of Personal Data on behalf of the Client beyond that described in the foregoing sentences, then the Parties will complete the remainder of this Annex which shall have effect and the Parties agree that the Controller to Processor provisions of this Annex shall apply.

[THE FOLLOWING IS TO BE COMPLETED AND APPLY ONLY IF THE CLIENT INSTRUCTS THE CONSULTANT TO PROCESS PERSONAL DATA]

In this Annex unless the context otherwise requires, defined terms shall, save where they are defined below, have the meanings ascribed to them in this Contract:

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer take the meaning given in the UK GDPR.

Data Loss Event any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal

¹ Consultant to confirm if the Contract will involve any processing of Personal Data by the Consultant on behalf of the Client. **It is assumed that there will not be any processing of Personal Data and the Schedule does not therefore need to be completed.**

If personal data will be processed then a Data Protection Impact Assessment will need to be carried out.

An example of processing personal data: specific needs are identified for a SEN school build, which can identify a pupil or pupils.

	Data in breach of this Contract, including any Personal Data Breach.
Data Protection Impact Assessment	an assessment by the Controller carried out in accordance with Section 3 of the UK GDPR and sections 64 and 65 of the DPA 2018.
Data Protection Legislation	(i) all applicable UK Law relating to the processing of personal data and privacy, including but not limited to the UK GDPR, and the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and (ii) (to the extent that it may be applicable) the EU GDPR. The UK GDPR and EU GDPR are defined in section 3 of the Data Protection Act 2018.
Data Subject Request	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to Data Protection Legislation to access their Personal Data.
DPA 2018	Data Protection Act 2018
Joint Controllers	takes the meaning given in Article 26 of the UK GDPR
Law	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgement of a relevant court of law, or directives or requirements with which the Processor is bound to comply.
Processor Personnel	means all directors, officers, employees, agents, consultants and contractors of the processor and/or of any sub-processor engaged in the performance of its obligations under this Contract.
Protective Measures	appropriate technical and organisational measures designed to ensure compliance with obligations of the Parties arising under Data Protection Legislation and this Contract, which

may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of 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 measures adopted by it including those outlined in Annex A (Security).

Sub-processor

any third Party appointed to process Personal Data on behalf of that Processor related to this Contract

UK GDPR

the UK General Data Protection Regulation

1. DATA PROTECTION

- 1.1. The Parties acknowledge that for the purposes of Data Protection Legislation, the Client is the Controller and the Consultant is the Processor unless otherwise specified in the Schedule to this Annex. The only processing that the Processor is authorised to do is listed in the Schedule to this Annex by the Controller and may not be determined by the Processor. The term “processing” and any associated terms are to be read in accordance with Article 4 of the UK GDPR.
- 1.2. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe Data Protection Legislation.
- 1.3. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
 - a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - b) an assessment of the necessity and proportionality of the processing operations in relation to the services and Works;
 - c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.4. The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
 - a) process that Personal Data only in accordance with the Schedule to this Annex, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;

- b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject. In the event of the Controller reasonably rejecting Protective Measures put in place by the Processor, the Processor must propose alternative Protective Measures to the satisfaction of the Controller. Failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures. Protective Measures must take account of the:
- i. nature of the data to be protected;
 - ii. harm that might result from a Data Loss Event;
 - iii. state of technological development; and
 - iv. cost of implementing any measures;
- c) ensure that:
- i. the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular the Schedule to this Annex);
 - ii. it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - A. are aware of and comply with the Processor's duties under this paragraph;
 - B. are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - C. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Contract; and
 - D. have undergone adequate training in the use, care, protection and handling of Personal Data; and
- d) not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
- i. the destination country has been recognised as adequate by the UK government in accordance with Article 45 UK GDPR or section 74 of the DPA 2018;
 - ii. the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 DPA 2018) as determined by the Controller;
 - iii. the Data Subject has enforceable rights and effective legal remedies;
 - iv. the Processor complies with its obligations under Data Protection Legislation by providing an appropriate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - v. the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;

- e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the controller on termination of the agreement unless the processor is required by Law to retain the personal data.
- 1.5. Subject to paragraph 1.6, the Processor shall notify the Controller immediately if it:
- a) receives a Data Subject Request (or purported Data Subject Request);
 - b) receives a request to rectify, block or erase any Personal Data;
 - c) receives any other request, complaint or communication relating to either Party's obligations under Data Protection Legislation;
 - d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - e) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - f) becomes aware of a Data Loss Event.
- 1.6. The Processor's obligation to notify under paragraph 1.5 shall include the provision of further information to the Controller, as details become available.
- 1.7. Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 1.5 (and insofar as possible within the timescales reasonably required by the Controller) including but not limited to promptly providing:
- a) the Controller with full details and copies of the complaint, communication or request;
 - b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in Data Protection Legislation;
 - c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - d) assistance as requested by the Controller following any Data Loss Event;
 - e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 1.8. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this paragraph. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- a) the Controller determines that the processing is not occasional;
 - b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.9. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

- 1.10. Each Party shall designate its own data protection officer if required by Data Protection Legislation.
- 1.11. Before allowing any Sub-processor to process any Personal Data related to this Contract, the Processor must:
- a) notify the Controller in writing of the intended Sub-processor and processing;
 - b) obtain the written consent of the Controller;
 - c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this paragraph 1.11 such that they apply to the Sub-processor; and
 - d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 1.12. The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 1.13. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may upon giving the Processor not less than 30 working days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Schedule: Schedule of Processing, Personal Data and Data Subjects

This Schedule shall be completed by the Controller, who may take account of the view of the Processor, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

1. The contact details of the Controller's Data Protection Officer are:
dp.enquiries@service.education.gov.uk
2. The contact details of the Processor's Data Protection Officer are:
[REDACTED]
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of Data Protection Legislation, the Client is the Controller and the Consultant is the Processor in accordance with Paragraph 1.1.
Subject matter of the processing	To enable the Consultant to effectively deliver the Schools in Use (SIU) evaluation studies, commissioned by the Client. This will involve but is not limited to site visits and with interviews with site personnel.[This should be a high level, short description of what the processing is about i.e. its subject matter of the contract.
Duration of the processing	From the commence of the contract on 9 th December 2025, for the period of the contract period, until no later than 31st March 2026.

Nature and purposes of the processing	<p>The types of data processing will involve:</p> <ul style="list-style-type: none"> (a) Collection (b) Recording (c) Organisation, structuring & use (d) Storage (e) Retrieval (f) Dissemination (to the Client). (g) Destruction
Type of Personal Data being Processed	Names of staff, Job roles, contact details, and survey responses (opinions, contextual information)
Categories of Data Subject	Staff (school site staff, including volunteers, agents, and temporary workers).
International transfers and legal gateway	<p>Personal data may not be transferred outside of the United Kingdom.</p> <p>Personal data can only be processed within the United Kingdom.</p>
Plan for return and destruction of the data once the processing is complete	<p>Return of Data: All final reports, annexes, and presentations will be submitted to the Client in digital format.</p> <p>Destruction of Data: Any raw data, not required by the Client to support the final reports, must be securely destroyed and/or permanently deleted.</p>

Annex A: Security

The technical security requirements set out below provide an indication of the types of security measures that might be considered, in order to protect Personal Data. More, or less, measures may be appropriate depending on the subject matter of the contract, but the overall approach must be proportionate. The technical requirements must also be compliant with legislative and regulatory obligations for content and data, such as UK GDPR.

The example technical security requirements set out here are intended to supplement, not replace, security schedules that will detail the total contractual security obligations and requirements that the Processor (i.e. a supplier) will be held to account to deliver under contract. Processors are also required to ensure sufficient 'flow-down' of legislative and regulatory obligations to any third party Sub-processors.

Examples

External Certifications: employers should ensure that contractors hold at least Cyber Essentials Plus certification and ISO 27001:2013 certification if proportionate to the service being procured.

Risk assessment: e.g. The Consultant should perform a technical information risk assessment on the service supplied and be able to demonstrate what controls are in place to address those risks.

Security classification of information: e.g. If the provision of the services and Works requires the Consultant to process Client data which is classified as OFFICIAL, OFFICIAL-SENSITIVE or Personal Data, the Consultant shall implement such additional measures as agreed with the Client from time to time in order to ensure that such information is safeguarded in accordance with the applicable legislative and regulatory obligations.

End User Devices e.g.

- The Consultant shall ensure that any Client data which resides on a mobile, removable or physically uncontrolled device is stored encrypted using a product or system component which has been formally assured through a recognised certification process agreed with the Client except where the Client has given its prior written consent to an alternative arrangement.
- The Consultant shall ensure that any device which is used to process Client data meets all of the security requirements set out in the NCSC End User Devices Platform Security Guidance.

Testing e.g. The Consultant shall at their own cost and expense, procure a CHECK or CREST Certified Supplier to perform an ITHC or Penetration Test prior to any live Client data being transferred into their systems. The ITHC scope must be agreed with the Client to ensure it covers all the relevant parts of the system that processes, stores or hosts Client data.

Networking e.g. The Consultant shall ensure that any Client data which it causes to be transmitted over any public network (including the internet, mobile networks or un-protected enterprise network) or to a mobile device shall be encrypted when transmitted.

Personnel Security e.g. all Consultant Personnel shall be subject to a pre-employment check before they may participate in the provision and or management of the services and Works. Such pre-employment checks must include all pre-employment checks which are required by the HMG Baseline Personnel Security Standard or equivalent including: verification of the individual's identity; verification of the individual's nationality and immigration status; and, verification of the individual's employment history; verification of the individual's criminal record. The Consultant may be required to implement additional security vetting for some roles.

Identity, Authentication and Access Control e.g. The Consultant must operate an appropriate access control regime to ensure that users and administrators of the service are uniquely identified. The Consultant must retain records of access to the physical sites and to the service.

Data Destruction/Deletion e.g. The Consultant must be able to demonstrate they can supply a copy of all data on request or at termination of the service, and must be able to securely erase or destroy all data and media that the Client data has been stored and processed on.

Audit and Protective Monitoring e.g. The Consultant shall collect audit records which relate to security events in delivery of the service or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Consultant audit records should (as a minimum) include regular reports and alerts setting out details of access by users of the service, to enable the identification of (without limitation) changing access trends, any unusual patterns of usage and/or accounts accessing higher than average amounts of Client data. The retention periods for audit records and event logs must be agreed with the Client and documented.

Location of Client data e.g. The Consultant shall not, and shall procure that none of its Sub-contractors, process Client data outside the EEA without the prior written consent of the Client and the Consultant shall not change where it or any of its Sub-contractors process Client data without the Client's prior written consent which may be subject to conditions.

Vulnerabilities and Corrective Action e.g. Consultants shall procure and implement security patches to vulnerabilities in accordance with the timescales specified in the NCSC Cloud Security Principle 5.

Consultants must ensure that all COTS Software and Third Party COTS Software be kept up to date such that all Consultant COTS Software and Third Party COTS Software are always in mainstream support.

Secure Architecture e.g. contractors should design the service in accordance with:

- NCSC Security Design Principles for Digital services and Works
- NCSC Bulk Data Principles
- NSCS Cloud Security Principles