
Crown Commercial Service

CONSTRUCTION PROFESSIONAL SERVICES FRAMEWORK SCHEDULE 5

**TEMPLATE CALL OFF AGREEMENT (INCORPORATING THE NEC4 PROFESSIONAL SERVICES SHORT
CONTRACT JUNE 2017 (INCLUDING AMENDMENTS ISSUED JANUARY 2019 AND OCTOBER 2020)
AND CONTRACT DATA**

Date 10th January 2023

FORM OF AGREEMENT

**Incorporating the NEC4 Professional Services Short Contract June 2017 incorporating amendments
January 2019 and October 2020**

Between

The Secretary of State for Business, Energy & Industrial Strategy

And

Mott MacDonald Limited

For the provision of

Great British Nuclear - Project Management Support

(Ref: CPS1-22645-2022)

THIS AGREEMENT is made the 11th day of January 2023.

PARTIES:

1. **The Secretary of State for Business, Energy & Industrial Strategy** whose offices are located at 1 Victoria Street, London, SW1H 0ET, acting as part of the Crown] (the "**Client**") and
2. **Mott Macdonald Limited** which is a company incorporated in and in accordance with the laws of the United Kingdom (Company No. 01243967 whose registered office address is at **Mott Macdonald House, 8-10 Sydenham Road, Croydon, Surrey, CR0 2EE** (the "**Consultant**").

BACKGROUND

- (A) The Minister for the Cabinet Office (the "**Cabinet Office**") as represented by Crown Commercial Service, a trading fund of the Cabinet Office, without separate legal personality (the "**Authority**"), established a framework for construction professional services for the benefit of public sector bodies.
- (B) The *Consultant* was appointed to the framework and executed the framework agreement RM6165 which is dated 1st October 2021 (the "**Framework Agreement**"). In the Framework Agreement, the Consultant is identified as the "Supplier".
- (C) The *Consultant* has agreed to Provide the Services in accordance with this agreement and the Framework Agreement.

IT IS AGREED AS FOLLOWS:

1. The *Client* will pay the *Consultant* the amount due and carry out his duties in accordance with the *conditions of contract* identified in the Contract Data and the Contract Schedules.
2. The *Consultant* will Provide the Service in accordance with the *conditions of contract* identified in the Contract Data and the Contract Schedules.

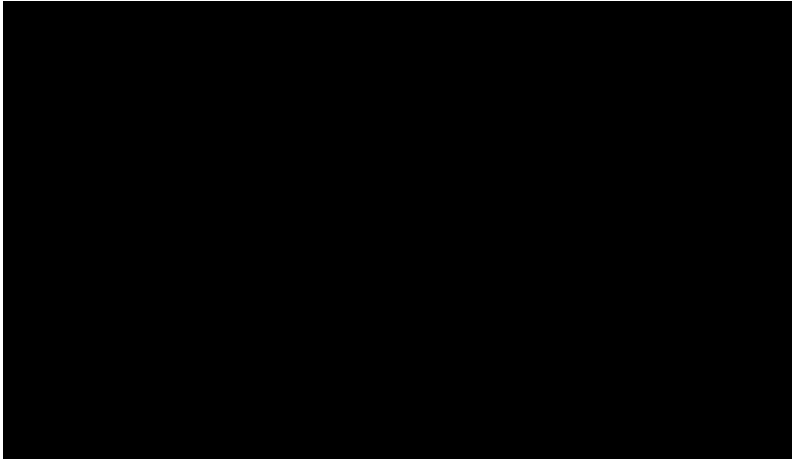
This contract incorporates the conditions of contract in the form of the NEC4 Professional Services Short Contract June 2017 Edition incorporating amendments January 2019 and October 2020 and incorporating the additional conditions specified in the Client's Contract Data, which form this contract together with the documents referred to in it. References in the NEC4 Professional Services Short Contract June 2017 Edition incorporating amendments January 2019 and October 2020 to "the contract" are references to this contract.

3. This contract and the Framework Agreement is the entire agreement between the parties in relation to the *service* and supersedes and extinguishes all prior arrangements, understandings, agreements, statements, representations or warranties (whether written or oral) relating thereto.
4. Neither party has been given, nor entered into this contract in reliance on any arrangements, understandings, agreements, statements, representations or warranties other than those expressly set out in this agreement.

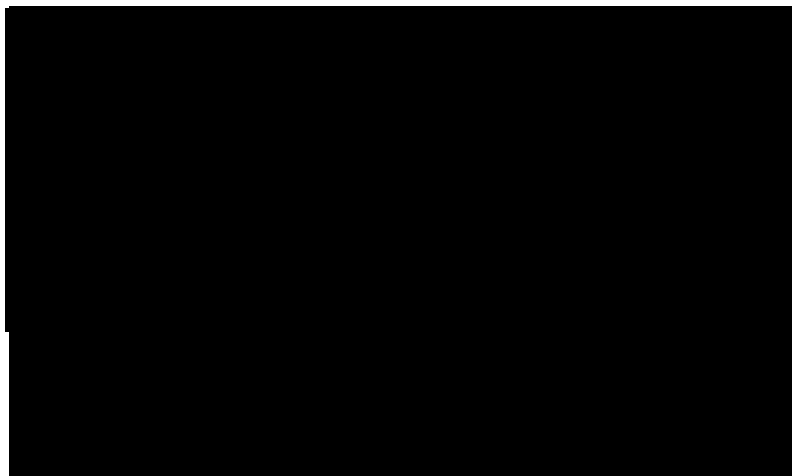
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5. Nothing in clauses 4 or 5 shall exclude liability in respect of misrepresentations made fraudulently.

Signed by the parties' duly authorised representatives:

For the Client, the Secretary of State for Business, Energy and Industrial Strategy



For the Consultant, Mott MacDonald



Short Contract

A contract between

The Secretary of State for Business, Energy and Industrial
Strategy

and

Mott MacDonald Limited

for

Great British Nuclear – Project Management Support

Contract Forms

Contract Data

The *Consultant's* Offer

Price List

Scope

**Notes about the contract are printed in boxes
like this one. They are not part of the contract**

Contract Data

The *Client's* Contract Data

The *Client* is

Name

The Secretary of State for Business, Energy and Industrial Strategy

Address for communications

1 Victoria Street
London
SW1H 0ET

Address for electronic communications

The service is

Great British Nuclear - Project Management Support (Ref: CPS1-22645-2022)

The starting date is

12th January 2023

The completion date is

12th January 2024

The delay damages are

per day

The *law of the contract* is

United Kingdom

The *period for reply* is

One

Weeks

The *defects date* is

Not applicable

weeks after Completion

The *assessment date* is the

7th day

of each month

The United Kingdom Housing Grants, Construction and Regeneration Act (1996) **does** apply

The *Adjudicator* is:

Name

To be added during the contract if required.

Address for communications

Address for electronic communications

Contract Data

The *Client's* Contract Data

The interest rate on late payments is [REDACTED] % per complete week of delay

Insert a rate only if a rate less than 0.5% per week of delay has been agreed.

The *Client* provides this insurance

Only enter details here if the *Client* is to provide insurance.

The *Consultant* provides the following insurance cover

INSURANCE AGAINST	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OR EARLIER TERMINATION
Liability of the <i>Consultant</i> for claims made against it arising out of the <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the service.	<div></div>	From the starting date until 6 years following the completion date of the whole of the service or earlier termination
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the Service		From the starting date until 6 years following the completion date of the whole of the service or earlier termination
Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	<div></div>	From the starting date until 6 years following the completion date of the whole of the service or earlier termination

The *Consultant's* total liability to the *Client* which arises under or in connection with the contract is limited to

The *Adjudicator nominating body* is:

To be agreed by both parties if required. The *Client* shall propose an adjudicator and the client shall agree the adjudicator or propose an alternative for consideration. The *Client* may accept the alternative proposal or propose another adjudicator.

The *tribunal* is: Arbitration

If the *tribunal* is arbitration, the arbitration procedure is To be set out by the adjudicator for agreement by both parties.

Contract Data

The *Client's* Contract Data

The *conditions of contract* are the NEC4 Professional Service Short Contract June 2017 incorporating amendments January 2019 and October 2020 and the following additional conditions. The *additional conditions of contract* are as selected below and as detailed in the appended Standard Boilerplate Amendments

Only enter details here if additional conditions are required

Option Z2 Identified and defined terms

applies

Option Z4 Admittance to Client's Premises

applies

Option Z5 Prevention of fraud and bribery

applies

Option Z6 Equality and Diversity

applies

Option Z7 Legislation and Official Secrets

applies

Option Z8 Conflict of Interest

applies

Option Z9 Publicity and Branding

applies

Option Z10 Freedom of information

applies

Option Z13 Confidentiality and Information Sharing

Applies incorporating the following amendment highlighted in blue:

26.9 The *Consultant* may only disclose the *Employer* Confidential Information to the people who are directly involved in the carrying out of the services and who need to know the information and shall ensure that such people are aware of and shall comply with these obligations as to confidentiality, or as required by law.

Option Z14 Security Requirements

applies

Option Z16 Tax Compliance

applies

Option Z22 Fair payment

applies

Option Z26 Building Information Modelling

does not apply

Option Z42 The Housing Grants, Construction and Regeneration Act 1996

applies

Option Z44 Intellectual Property Rights

applies incorporating the following amendment in blue:

“**Document**” means all designs, drawings, specifications, software (excluding third party and Consultant proprietary software rights), 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.

Option Z45 HMRC Requirements

does not apply

Option Z46 MoD DEFCON Requirements

does not apply

Option Z47 Small and Medium Sized Enterprises (SMEs)

The Consultant is required to take reasonable steps to ensure that the percentage of the *Consultant's* subcontractors that are SMEs is 33%

Option Z48 Apprenticeships

does not apply

Option Z49 Change of Control

applies

Option Z50 Financial Standing

applies

Option Z51 Financial Distress

applies

Option Z52 Records, audit access and open book data

applies

Option Z100 Data Protection

applies

Option Z101 Cyber Essentials

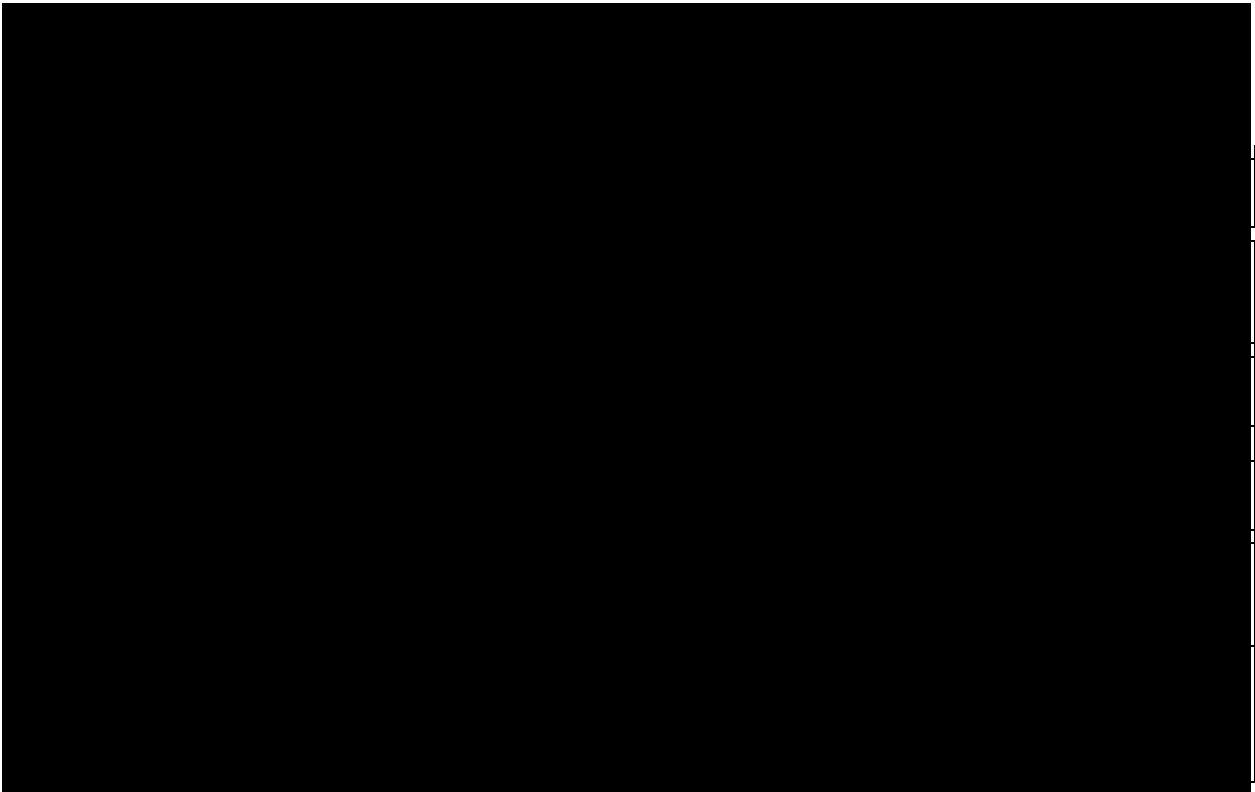
applies

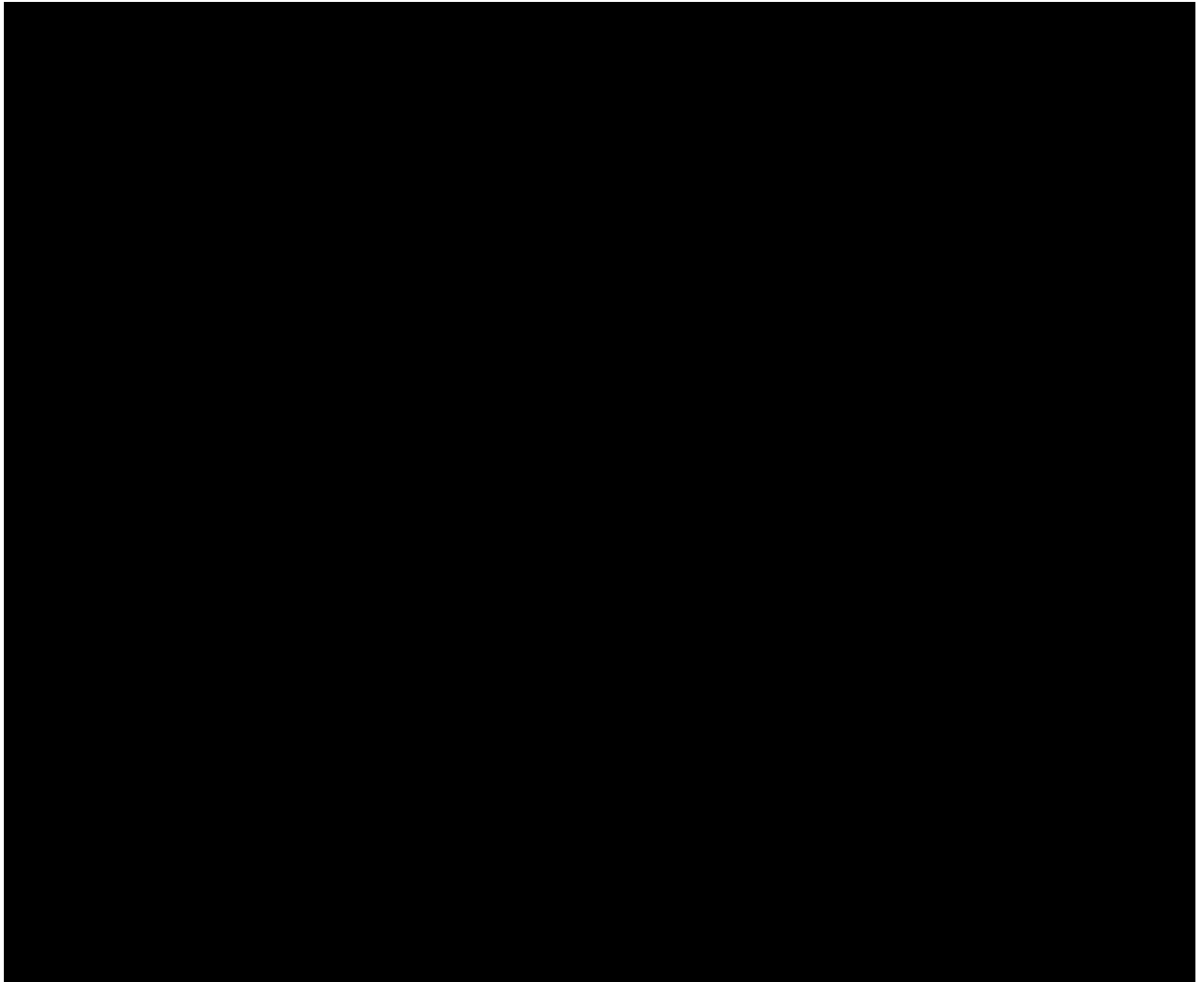
Contract Data

The *Consultant's* Contract Data

The *Consultant* is

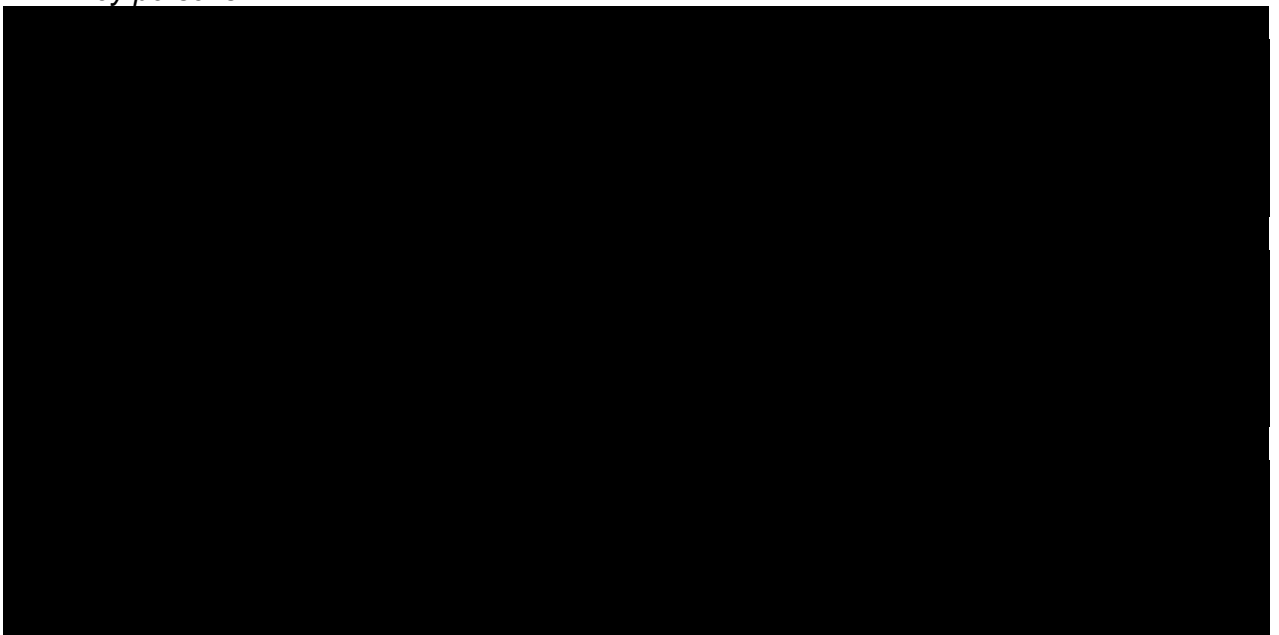
Name	Mott MacDonald Limited
Address for communications	10 Fleet Place London EC4M 7RB
Address for electronic communications	
The service is	Great British Nuclear - Project Management Support
The starting date is	16th January 2023
The completion date is	16th January 2024
The delay damages are	per day
The <i>fee percentage</i> is	%



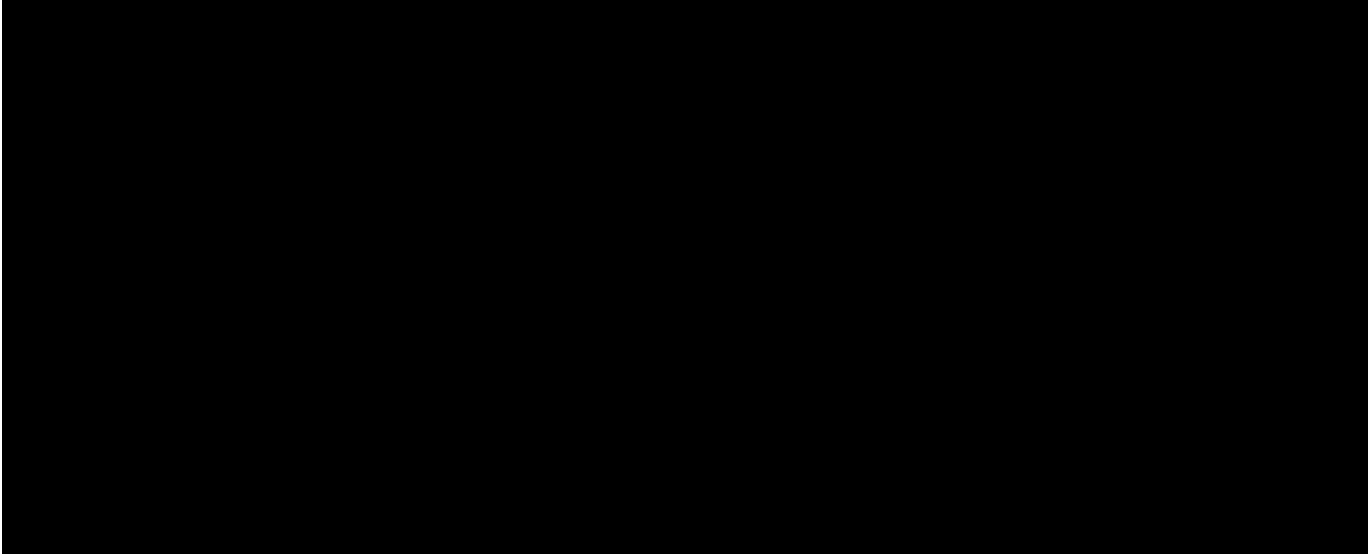


If the work is to be carried out on a time charge basis the *Consultant* includes *people rates* for its own people as well as people provided by a subcontractor

The *key persons* are



The structure of the delivery team is as below:



The *Consultant's* Offer

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

The offered total of the prices is

Not applicable.

The maximum total Call-Off Contract value inclusive of extensions (if exercised) shall be up to **£2,520,000.00** excluding VAT, however the Authority shall not be obligated to spend this sum. All work is to be carried out on a time charge basis.

Enter the total of the Prices from the Price List. If all work is to be carried out on a time charge basis, enter 'Not Applicable'

Price List

1. "The contract does not provide for the *Consultant* to be paid on a mixture of time charge and Prices and one or the other must be selected. If the work is to be paid on a time charge basis, only expenses should be included. No other entries should be made in the Price List. If the *Consultant* is to be paid on a priced basis the entries in the first four columns are made by either the *Client* of the tenderer.
 2. For each row:
 - If the *Consultant* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only.
 - If the *Consultant* is to be paid an amount for the item of work and which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.
 3. Costs incurred by the *Consultant* other than the listed expenses are included in the Rates and
 4. Prices and the People Rates. If expenses are paid at cost, then 'at cost' should be entered into
 5. the Rate column.
- Delete or strike through unused rows.

Delete or strike through unused rows.

ITEM NUMBER	DESCRIPTION	UNIT	EXPECTED QUANTITY	RATE	PRICE
N/A	N/A	N/A	N/A	N/A	N/A

The method and rules used to compile the Price List are

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Scope

6. The Scope should be a complete and precise statement of the *Client's* requirements. If it is incomplete or imprecise, there is a risk that the *Consultant* will interpret it differently from the *Client's* intention. Information provided by the *Consultant* should be listed in the Scope only if the *Client* is satisfied that it is required, is part of a complete statement of the *Client's* requirements and is consistent with other parts of the Scope.

1. Purpose of the Service

Provide a brief summary of why the service is being commissioned and what it will be used for.

The British Energy Security Strategy (BESS) committed to the establishment of Great British Nuclear (GBN). [REDACTED] To deliver a nuclear programme GBN will require a best-in-class Project Management Organisation capability.

The Consultant is required to work with GBN to:

- (1) set up a Project Management Office (PMO) with all the required processes, procedures, and tools to support a highly complex, strategic infrastructure programme of this scale,
- (2) to provide the necessary project and programme management services to setup GBN as an organisation and,
- (3) provide immediate programme delivery support to secure land for new reactors and drive the selection of nuclear technologies to build the reactors.

2. Description of the service

Give a complete and precise description of what the *Consultant* is required to do.

Context

Great British Nuclear (GBN) will be formed to drive UK policy on new nuclear generation, ensure energy security and implement a programme that will deliver faster, better value projects with private sector investment.

The British Energy Security Strategy (BESS) was published in April 2022 in response to rising global energy prices, provoked by Russia's invasion of Ukraine and increased energy demand following the Covid pandemic. It builds on the Government's Ten-point plan and Net Zero strategy - and sets out how Great Britain will accelerate homegrown power, including an ambition for up to 24GW of new nuclear by 2050, for greater energy independence.

To enable the delivery of new nuclear projects in Great Britain, the BESS committed to establishing a Great British Nuclear (GBN) vehicle as a Non Departmental Public Body (NDPB) reporting to BEIS which will be set up to help projects through every stage of the

development process and develop a resilient pipeline of new builds. The Prime Minister confirmed this commitment to Parliament in September 2022.

Delivery of the outcomes for GBN will require a well led, agile and creative organisation, using key competencies and capabilities and bringing significant complex and high value infrastructure programme experience. [REDACTED]

[REDACTED] The PMO will provide project management services required for setting up GBN as an organisation, as well as provision of project management to create GBN with immediate Programme Delivery support require to support with critical aspects of the programme, such as securing land for new reactors and the selection of nuclear technologies to build reactors.

In addition to the PMO GBN require dedicated Programme professionals to set up and manage a multi-billion-pound programme of work to deliver new nuclear build until such time as delivery accountability can be handed over to GBN or one of its development partners. At this stage the exact programme requirements are still evolving and therefore a flexible approach and model for the PMO is required.

Stakeholders and Working Arrangements

The GBN interim CEO and Chair are in the process of being appointed and the day to day interface for this programme of work will be key members of the GBN formation team. It is likely that this will include the BEIS Deputy Director on the formation team and the Nuclear Advisors that GBN has retained from industry. As recruitment continues and the GBN corporate structure is confirmed the key stakeholders will increasingly be GBN employees and directors.

Scope

Work with GBN to set up a Programme Management Office with all of the required processes, procedures and tools to support a highly complex strategic infrastructure programme of this scale, support immediate Programme Delivery with appropriately experienced and skilled resources, including:

- To propose and agree the programme methodologies to be applied e.g. MSP (Managing Successful Programmes). POPIT (People Organisation Process Information Technology)
- Set up the high-level programme structure and timeline to meet the GBN policy objectives – building on the programme planning work to date.
- [REDACTED]
- Develop the key disciplines (reporting, risk, change management, cost management, scheduling etc) supported by Programme documentation and artefacts in line with the agreed programme methodology e.g. Programme Execution Plan, Blueprint, Dossier etc
- Develop and implement a fit for purpose programme performance reporting framework in a readily easily accessible format, which can run as Software as a Service via BEIS IT provision
- To develop a Three Lines of Defence assurance framework and document the model, tools and processes to be applied
- Deliver a fit for purpose approvals (sanction) and Governance model
- Deliver a risk and opportunity management tool which can run as Software as a Service via BEIS IT provision

- PMO and project controls resources – with cost estimating, scheduling, risk management, assurance and reporting experience in a start-up environment to set up the PMO systems and approach.
- Provision of training and handover support.
- Support to permanent recruitment of PMO and Programme Management GBN employees
- Provision of experienced, competent and professionally accredited Programme Management resources, with start-up and early phase experience to commence programme management.
- Provision of Business cases as appropriate

Social Value

Through delivery of this contract the Supplier shall in providing the Deliverables and performing its obligations under the Contract demonstrate effective measures to deliver the following Social Value commitments:

- a. Demonstrate action to identify and tackle inequality in employment, skills and pay in the contract workforce.
- b. Demonstrate how team members from traditionally under-represented backgrounds will be offered opportunities through the proposed contract.

Aim

GBN requires a fit for purpose programmatic approach to the delivery of key aspects of the work with New Nuclear targets to support UK Energy Security and Net Zero.

There are four main objectives of this contract to support that aim:

- To develop a PMO organisation that can deliver GBN's vision;
- The PMO to set out the overall governance and processes by which all projects and functions are managed and delivered; and
- To develop a high-level plan that clearly demonstrates how GBN's vision will be achieved
- To ensure GBN builds credibility with BEIS and wider government through a demonstrably robust and appropriate approach to PMO, programme management and assurance of that programme

Task

Agile support to be able to provide PMO and Programme Management capability and capacity for the tasks set out in this specification and to support the resolution of new issues or requirements identified during the GBN formation phase.

Working in close collaboration with GBN team to ensure co-creation with full ownership passing to the GBN team as this contract progresses.

To deliver this work the Consultant shall:

- have in place and maintain an appropriate management structure to ensure the evolving assignment is fully met over the life of the Contract.

- present the approach and the programme of work to be undertaken to deliver this assignment, as well as providing confidence that the ongoing work is being completed on schedule.
- describe the proposed programme management methodology and approach detailing the benefits and advantages and where possible provide evidence of where this approach has been implemented in the last 5 years on a high value, complex, infrastructure programme in a start-up phase.
- demonstrate the breadth of technical skills in Programme Management, the set up and management of a PMO and Project Controls.

Timetable



Deliverables

The exact form and frequency of updates and deliverables will be discussed in the initial stages of the contract and at the acceptance of each work package. In general terms GBN expects that interim deliverables will be tested with GBN and other relevant stakeholders prior to final reports.

Detailed reports in PowerPoint and Word documents will be required with presentations of findings and recommendations to the relevant GBN team members. Draft policies must be no longer than a single page of A4 in accordance with best practice and can be supported by processes which have more detail.

Workshops may be required from time to time in a BEIS location or the supplier's offices. Templates should be proposed for any standard documentation required under this contract and verified with GBN before first use eg. procurement approvals, policies, business cases etc.

Example Detailed requirements (to be confirmed in the definition phase of the delivery of this contract):

Phase	Approx. timeline	Focus of work	Key tasks
1	4 weeks	Plan and methodology	<ul style="list-style-type: none"> – Present the standard/off the shelf methodology that is proposed (e.g. MSP / APM / etc) – Provide a high-level Plan for the implementation of the PMO; tools, processes, roll out etc – Consider the existing GBN Project Execution Plan for this scope in the development of the high level plan

2	8 weeks (in parallel)	Programme structure and governance	<ul style="list-style-type: none"> – Develop the Programme structure – Develop the Programme documentation and artefacts in line with the prescribed methodology – Develop the Governance, approvals (sanction) & assurance framework
3	4 weeks (in parallel)	Programme documentation Mobilisation of basic tools and templates to immediately support the current 'in-flight' projects	<ul style="list-style-type: none"> – Produce all of the detailed documentation to support the structures and frameworks including: <ul style="list-style-type: none"> • The full suite of PMO processes and procedures • The Terms of reference for all of the key forums, committees and Boards
4	Until transfer agreed	Stand up PMO and Programme delivery followed by knowledge transfer	<ul style="list-style-type: none"> – Deliver the Programme working alongside GBN and at the appropriate point ensure programme and project knowledge and all programme artifacts transfer to GBN for future management

Scope

3. Existing information

List existing information which is relevant to the service. This can include documents which the *Consultant* is to further develop

The Client shall provide the Consultant with the current high level GBN programme plan.

4. Specifications and standards

All services are to be carried out in accordance with ISO 9001 standards.

5. Constraints on how the *Consultant* provides the Service

State any constraints on sequence and timing of work and on method and conduct of work including the requirements for any work by the *Client*.

- A Non-Disclosure Agreement (NDA) is to be signed ahead of information sharing by all staff and subcontractors within the delivery team.
- An Ethical Wall agreement to be signed ahead of contract commencement.
- The Consultant has proposed the team set out within the contract. Any proposed changes to the named persons shall be agreed with the Client.
- The Consultant shall ensure best use of the skills within the delivery team, ensuring all works are carried out by the most appropriate resource, ensuring senior resource is focussed on strategic delivery.
- The Consultant shall provide a fortnightly highlight report to the Client. The full format will be agreed at contract commencement but shall include:
 - Activities complete and progress against the plan and the budget
 - Activities planned for next fortnight
 - Risks, Actions, Decisions required
 - Reporting against KPI's (as per frequencies stated within KPI table)
- The following KPI's shall be reported against the contract:

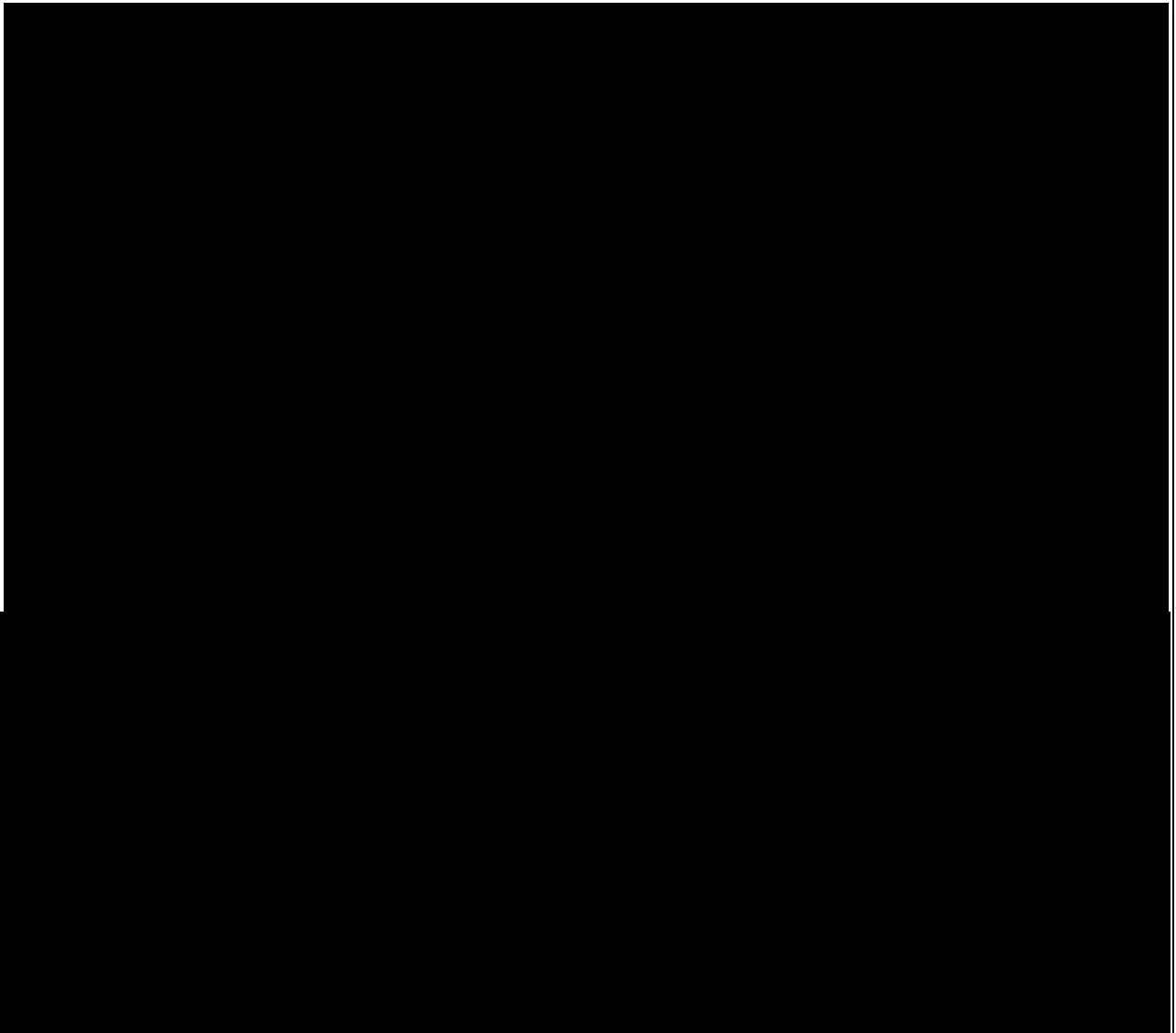
			Rating descriptions		
KPI No.	KPI description	Method and frequency of Measurement	Red	Amber	Green
1 – Work completed	Work to be completed in accordance with the timeframe and target delivery dates tas specified by the Client within the Work Package and as agreed with the Consultant.	To be monitored by the Consultant and reported on a monthly basis	Exceeds target delivery dates agreed by 15 working days or more	Exceeds target delivery dates agreed by 5 – 14 working days.	Meets the target delivery dates agreed.
2 – Forecast outturn cost against budget	Work to be completed in accordance with the budget as specified by the Client within the Work Package and as agreed with the Consultant.	To be monitored by the Consultant and reported on a monthly basis	Is more than 5% over budget with no proposed mitigations.	Is up to 5% over budget or up to 10% over budget but with proposed mitigations to bring within budget.	Meets or is less than the Work package budget.
<ul style="list-style-type: none"> - A Purchase Order shall be issued for the maximum value of £2,520,000, however the Client shall not be obligated to spend this sum. The Consultant should not commence work until a Purchase Order has been issued. - The Consultant shall invoice monthly in arrears. Payment terms are net 30 days. The Purchase Order number must be quoted on all invoices. <div style="background-color: black; height: 50px; width: 100%;"></div> <ul style="list-style-type: none"> - The Client reserves the right to novate the contract to GBN following establishment of the organisation, or any other such organisation. 					

Scope

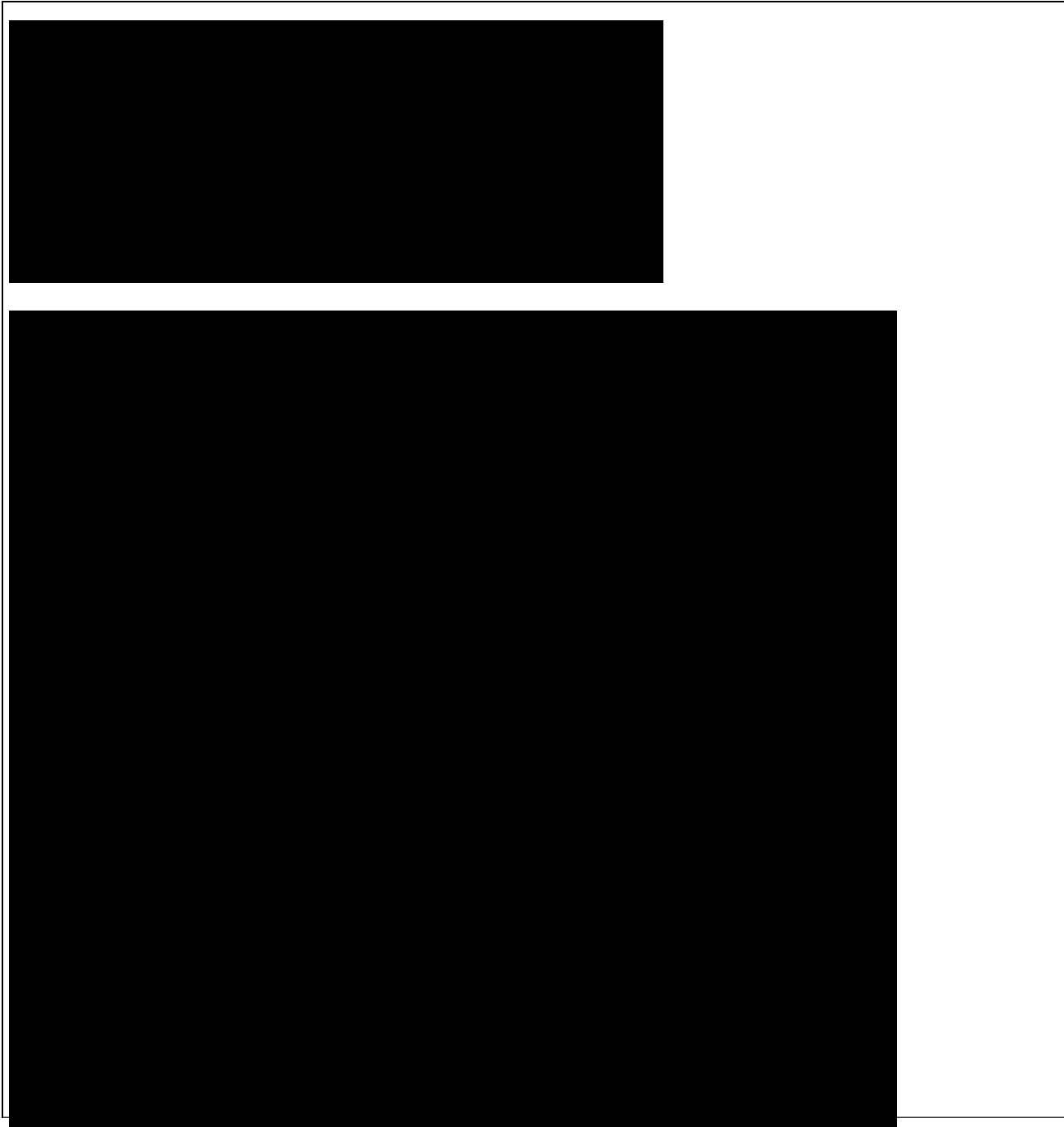
6. Requirements for the programme

State whether a programme is required and, if it is, what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated

An outline programme has been provided as part of the Consultants tender response as included below:



During the Discovery Phase (Phase 1), the client and the consultant will work together to create a detailed programme and work package for subsequent phases, the format of which will be agreed during discovery. Both parties will agree on the frequency for programmes to be updated ensuring the approach is aligned to the requirements of each phase. The Consultant has provided an initial estimation of costs for delivery of each phase, together with a resource profile as provided below:



Scope

7. Information and other things provided by the *Client*

Describe what information and other things the *Client* is to provide and by when. Information is that which is not currently available, but will become available during the contract. Other things could include access to a person, place (such as office space or a site) or the *Client's* information technology systems.

ITEM	DATE BY WHICH IT WILL BE PROVIDED
BEIS expenses policy	At contract commencement
High level GBN programme plan	Following contract signature
IT access	Following contract commencement