
Crown Commercial Service

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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**

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Date 1st October 2025

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 Environment, Food & Rural Affairs

And

Ove Arup & Partners Limited

For the provision of

Project Sponsor Services, Delivery PM Services and Building Information Modelling Services
to the National Biosecurity Centre (NBC) Programme.

THIS AGREEMENT is made as of the 01/10/2025

PARTIES:

1. **The Secretary of State for Environment, Food & Rural Affairs** of Seacole Building, 2 Marsham St, London SW1P 4DF, acting through the Department for Environment, Food & Rural Affairs ("**DEFRA**") and its executive agencies (the "**Client**"); and
2. **Ove Arup & Partners Limited** which is a company incorporated in and in accordance with the laws of **England** (Company No. **01312453** whose registered office address is at **8 Fitzroy Street, London, United Kingdom, W1T 4BJ** (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 (with reference number RM6165) which is dated 01/10/2021 (the "**Framework Agreement**"). In the Framework Agreement, the Consultant is identified as the "Supplier".
- (C) The *Client* wishes to appoint the *Consultant* to Provide the Services.
- (D) The *Consultant* has agreed to Provide the Services in accordance with this agreement and the Framework Agreement.

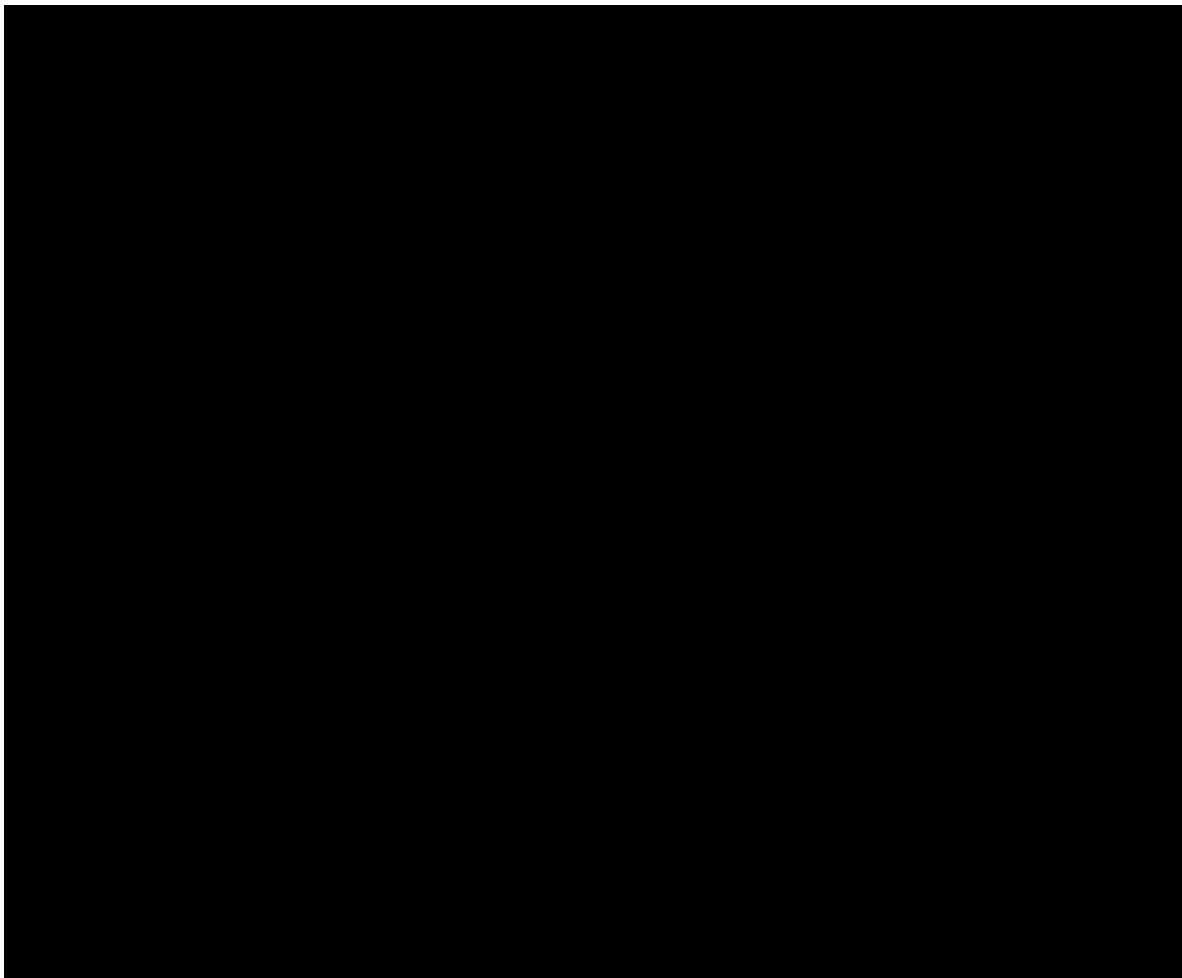
IT IS AGREED AS FOLLOWS:

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.

THE CONTRACT

3. The Contract comprises:
 - a. this Contract Agreement;
 - b. 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;
 - c. the Contract Data (contained in Schedule 2 of the Contract);
 - d. the Price List (contained in Schedule 3 of the Contract)
 - e. the Scope (contained in Schedule 4 of the Contract);

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- f. Schedule of Amendments to NEC4 Professional Services Short Contract (contained in Schedule 5 of the Contract);
 - g. the Security Aspects Letter (contained in Schedule 6 of the Contract);
 - h. Schedule 7 of the Contract (Financial Distress);
 - i. Schedule 8 of the Contract (GDPR); and,
 - j. Schedule 9 of the Contract (Ethical Walls Agreement)
- 4. This contract 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.
 - 5. 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.
 - 6. Nothing in clauses 4 or 5 shall exclude liability in respect of misrepresentations made fraudulently.



Short Contract

A contract between

The Secretary of State for Environment, Food and Rural Affairs of Seacole Building, 2 Marsham St, London SW1P 4DF, acting through the Department for Environment, Food & Rural Affairs ("DEFRA") and its executive agencies

and

Ove Arup & Partners Limited

for

Project Sponsor Services, Delivery PM Services and Building Information Modelling Services to the National Biosecurity Centre (NBC) Programme.

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

Schedule 2: Contract Data

The *Client's* Contract Data

The *Client* is

Name	Department for Environment, Food & Rural Affairs
Address for communications	Estates Office, Weybourne Building, Woodham Lane, New Haw, Surrey, KT15 3NB
Address for electronic communications	
The service is	Project Sponsor Services, Delivery PM Services and Building Information Modelling Services to the National Biosecurity Centre (NBC) Programme.
The starting date is	01/10/2025
The completion date is	30/03/2027
The delay damages are	0 per day
The <i>law of the contract</i> is	The law of England and Wales and the Courts of these countries shall have exclusive jurisdiction with regard to any dispute in connection with this Agreement.
The <i>period for reply</i> is	2 weeks
The <i>defects date</i> is	52 weeks after Completion
The <i>assessment date</i> is the	1st of each month

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

The *Adjudicator* is:

Name	The person agreed by the Parties from the list of Adjudicators published by the Institution of civil Engineers or nominated by the Adjudicator nominating body in the absence of agreement.
Address for communications	
Address for electronic communications	

Contract Data
The <i>Client's</i> Contract Data

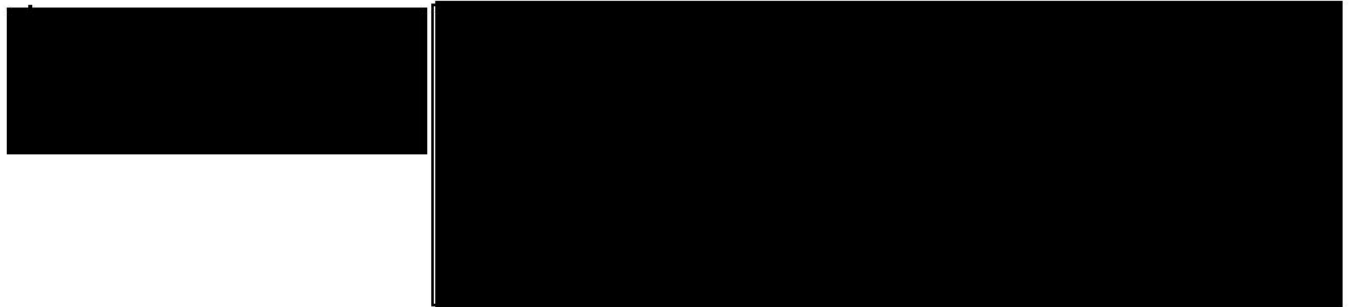
The interest rate on late payments is % per complete week of delay
 Insert a rate only if a rate less than 0.5% per week of delay has been agreed.

The *Client* provides this insurance

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

The *Consultant* provides the following insurance cover

Contract Data
The <i>Client's</i> Contract Data



The *Adjudicator nominating body* is: The Institution of Civil Engineers

The *tribunal* is: Arbitration

If the *tribunal* is arbitration, the arbitration procedure is London Court of International Arbitration Rules

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 Standard Boilerplate Amendments (Appendix 1).

i. Security requirements

The *Consultant* complies with, and procures the compliance of the *Consultant's* people, with the Security Policy and the Security Management Plan produced by the *Consultant* and the *Consultant* shall ensure that the Security Management Plan fully complies with the Security Policy and Contract Schedule found in Schedule 6 to the Contract.

ii. Early Completion

The *Client* may change the Completion Date to 31 March 2026 by providing a notice to the *Consultant* before 28 February 2026. This will not be a compensation event.

iii. Extension

The *Client* may change the Completion Date to 30 September 2027 by providing a notice to the *Consultant* before 28 February 2027.

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

Option Z14 Security Requirements
does not apply

Option Z16 Tax Compliance
applies

Option Z22 Fair payment
does not apply

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

Option Z45 HMRC Requirements
does not apply

Option Z46 MoD DEFCON Requirements
does not apply

Option Z47 Small and Medium Sized Enterprises (SMEs)
does not apply

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
does not apply

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The Consultant's Contract Data

Name Ove Arup & Partners Limited

Address for communications

Address for electronic communications

The fee percentage is %

The *people rates* are

[illegible]

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

The *key persons* are

Name	[REDACTED]
Job	[REDACTED] – Project Sponsor

Name	[REDACTED]
[REDACTED]	[REDACTED] – Project Sponsor

Name	[REDACTED]
[REDACTED]	[REDACTED] – Project Sponsor

Name	[REDACTED]
Job	[REDACTED] Building Information Modelling (BIM)

Name	[REDACTED]
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The Consultant's Offer

Job	[REDACTED] – Building Information Modelling (BIM)
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Name	[REDACTED]
Job	[REDACTED] (Grade 6)

Name	[REDACTED]
Job	[REDACTED] (Grade 4)

Name	[REDACTED]
Job	[REDACTED] (Grade 8)

Name	[REDACTED]
Job	[REDACTED] (Grade 6)

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

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'

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 the Rate column.

Delete or strike through unused rows.

ITEM NUMBER	DESCRIPTION	UNIT	EXPECTED QUANTITY	RATE	PRICE
NA					
			The total of the Prices		
EXPENSES					
NA					

The method and rules used to compile the Price List are

The Contract will be paid on a time charge basis, subject to agreed timesheets. There is no guaranteed level of minimum spend under the contract.

All expenses will be included in the *people rates*.

The *people rates* are not subject to indexation.

The *people rates* will not be impacted by any changes to the Framework Prices.

5. 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.

NBC Background

[The Animal and Plant Health Agency \(APHA\)](#) provides the UK with its national capability to prevent and control animal diseases. APHA's Weybridge campus combines world-leading science expertise with specialist scientific facilities which together play a vital role in the UK's scientific infrastructure and ability to respond to the full spectrum of biological threats, especially those posed by animal and zoonotic diseases. It is one of just 30 such sites across the world

Under the National Biosecurity Centre Programme (NBC Programme), the Weybridge site will undergo a significant transformation over the next fifteen years. A key aspect of this transformation involves establishing a new Science Hub dedicated to in-vivo and in-vitro works. Work is underway to transform the site and prepare the way the Science Hub which will serve the UK into the future, with construction expected to begin in 2027 and the new facility open in 2033.

Purpose of the Service

The NBC Programme requires Project Sponsors, Delivery PMs and Building Information Modelling managers to support delivery of the programme.

- i. The Project Sponsors will be responsible for the project development, delivery, stakeholder management, and overall leadership for specified Projects within the programme.
- ii. The Delivery Project Management services will be responsible for PM duties reporting to the Project Sponsors for the Animal Science and Lab Science projects.
- iii. The Building Information Modelling Managers will be responsible for information and asset management relating to the buildings and their designs across the programme.

2. Description of the service

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

i. Project Sponsors

The *Consultant* will provide the following named resources to be Project Sponsors for the *Client*:

Role	Name	Allocation
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

The *Consultant* will deliver the services through these *key persons*, or approved replacements, in accordance with clause 21.2.

Project Sponsor Responsibilities

The Sponsor role represents a considerable responsibility for assuring delivery through the NBC partners, and supply chain, in line with the strategic constraints of the programme – timely delivery, and delivery within cost parameters are critical for UK resilience to disease threats.

Each project has a designated Sponsor who is responsible for its project development, delivery, stakeholder management, and overall project leadership. Acting as the single point of contact from NBC, the Sponsor reports directly to the Programme Director.

As the client-side representative, the Project Sponsor manages the interests of NBC on a daily basis. They ensure that agreed project objectives are met on behalf of the Programme Director (PD) and Senior Responsible Owner (SRO).

The Sponsor's primary focus is to ensure project delivery adheres to NBC's requirements, processes, and governance. They ensure expectations are clearly communicated and understood, while promoting value for money, quality, and timely delivery in alignment with the project objectives.

The Project Sponsors will report to the NBC Programme Director. They are required to:

- Positively model and advocate a strong **Health and Safety** culture across NBC and Weybridge

- **Project Oversight:** Provide direction and oversight for the project from inception to completion, including management and motivation of the project team (including partners [delivery, cost, assurance, business & technical] and suppliers). Scope, mobilise, and lead the project through development, into delivery and on to completion, including governance and business case approvals, and assuring client-side requirements – including budget, schedule, control of scope and risk management - are adhered to over the lifecycle of a project.
- **Effective Stakeholder Management:** Actively engage with key stakeholders, including Users (APHA), Operators (Defra Group Property (DgP) and Digital Data and Technology Services), project teams, and external partners, to ensure alignment and support. Work collaboratively with DgP, APHA, and colleagues in NBC (including partners) as 'One Weybridge' to drive successful delivery and ensure that interfaces are managed.
- **Manage procurement** to ensure that the most capable, best value suppliers are selected and engaged with sufficient lead time to support delivery. Involves understanding of the importance of clear, high quality tender documentation, working with Programme senior leadership and Commercial Colleagues to set commercial strategy, and careful balance of risk in recommending an approach.
- **Budget Management:** Oversee project budgets, ensuring financial resources are allocated effectively and efficiently. Ensure projects stay within budget including providing regular forecasts, tracking spend, ensuring future spend is properly considered when committing funds.
- **Schedule Management:** Ensuring the Project delivers to the agreed programme/Schedule.
- **Risk Management:** Identify and mitigate risks associated with capital projects, ensuring timely resolution of issues.
- **Performance Monitoring & Reporting:** Track project performance against key metrics and milestones, ensuring projects are delivered on time and within budget. Provide upwards reporting to senior managers within NBC covering project performance, personally fronting up the resolution and escalation of risks and issues ahead of time and developing credible mitigation measures.
- **Compliance:** Ensure all projects comply with relevant NBC governance, process, regulations, standards, and organisational policies.
- **Ensuring Project meets NBC Objectives** (including delivering against its requirements, ensuring operational and design quality)
- **Timely Approvals** (sought through the appropriate channels) including the following – Brief, Business Cases, Material Changes, Budget, Change Control and Spend etc.
- **Ensure Value for Money:** demonstrate Value for Money (VfM) throughout development, design and delivery. Deliver maximum value to the programme whilst ensuring regulatory compliance; ensure that solutions have a whole life focus so that future maintenance costs are reduced as far as possible.
- **Change Control** – ensure the Project baseline in terms of cost, time and scope is appropriately maintained and any requests for change are appropriately handled through change control procedures.

- **Share, network and collaborate across the NBC**, with the aim of developing a learning and improving culture within NBC across and between Projects and Defra teams.
- **Meetings:** Attend the Delivery Steering Group (DSG) (chaired by the PD) to seek direction; give assurance of successful project delivery; and escalate risks/issues as appropriate in accordance with the DSG ToR. Chair the project Working Group. Lead other meetings as appropriate to lead the project.
- Adopt and embed **best practice** in development and delivery in collaboration with the NBC Central PMO.
- Record, share and disseminate **lessons** learnt

ii. **Delivery Project Management Services**

The *Consultant* will provide the following services via the named resources to be Delivery Project Managers for the *Client* – scope of services to be confirmed and agreed between parties

iii. **Building Information Modelling Managers**

The *Consultant* will provide the following named resources to be Building Information Managers - i.e. Appointing Party information management function, for the *Client*:

Role	Name	Allocation

The *Consultant* will deliver the services through these *key persons*, or approved replacements, in accordance with clause 21.2.

The Consultant will discharge the Appointing Party's Information Management function under ISO 19650-1/-2, focusing on requirements, governance, and acceptance.

Building Information Modelling Manager Responsibilities

The Building Information Modelling Managers will be responsible for information and asset management relating to the buildings and their designs. This includes:

1. **Setting Up BIM Standards**

-
- Creating rules and templates for how BIM should be used on a project.
 - Ensuring all NBC stakeholders and providers (for instance architects, engineers, contractors) are working in a consistent way.

2. Model Coordination

- Making sure all the different 3D models used on the NBC Programme (architecture, structure, MEP) function together without clashes.
- Set and assure coordination requirements; delivery teams will undertake day to day coordination

3. Data Management

- Making sure the information in the NBC models are accurate and up to date.
- Helping clients use BIM data for facility management after construction.
- Ensure that sensitive data is configured, segregated and protected in line with the ISO19650-5 suite of documents and in support of maintaining the Need to Know principle.

4. Technology Integration

- Advising on the best tools and workflows for BIM management.
- Integrating BIM with other systems like GIS, ERP, or IoT.

5. Project Management

- Ensuring the digital model reflects real-world progress.
- Appointing party specifies progress reporting and verifies compliance, delivery teams provide updates.

6. Training and Support

- Providing ongoing support and troubleshooting across the BIM Programme, its stakeholders and providers.

The Building Information Modelling Managers will ensure they work in accordance with the security and information management policies relevant to their role, including:

- ISO19650:2020 Part 5 security triage and protective marking;
- The NBC Built Asset Information Security Strategy; and,
- The NBC Build Asset Information Security Management Plan

3. Existing information

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

Key interfaces

The main interfaces for the *Consultant* are as follows;

- Business As Usual (BAU) / Critical Works Programme Design Supplier(s)
- NBC Programme Management Office Supplier(s)
- NBC Cost Management Supplier(s)
- NBC Project Management Supplier(s)
- NBC Design Supplier(s)
- NBC Supplier(s)
- Animal Plant Health Agency (APHA)

Working arrangements

The *Consultant* will be required to work within standard office hours, which are generally 0830hrs to 1700hrs, but are not fixed and may be subject to temporary change from time to time to meet the developing needs of the Contract to provide the services.

Any adjustments shall be agreed between the Authority and the *Consultant* accordingly.

The *Consultant* will be available for contact for emergencies during out of hours works.

The *Consultant* will need to regularly attend the APHA site to deliver the Services, based in Woodham Lane, Surrey, KT15 3NB.

Invoicing

Invoices should be sent via email to the *Client* Contacts and Accounts Department.

The [REDACTED]

4. Specifications and standards

List the specifications and standards that apply to the contract.

Security requirements

The *Consultant* must carry out DBS checks for each of its staff that will provide the services

under this Contract. The *Consultant* must obtain and maintain CTC Clearance to enable its staff to attend site when required to do so.

The *Consultant* must review, sign, and return the DEFRA Security Aspects Letter Draft v4.0 (Schedule 6), to the *Client* on or before the Effective Date. The *Consultant* must work and provide the services in accordance with the provisions of the DEFRA Security Aspects Letter Draft v4.0 throughout the duration of the Contract, and as this may be amended from time to time.

The *Client* shall provide a copy of the Security Policy, ICT Policy, and any other Policies pertinent to the security of the Site, on or as soon as possible after the Effective Date

Performance management

Performance will be managed through regular monthly meetings between the *Client* and *Consultant*.

The *Client* may determine at a later date that Key Performance Indicators are to be implemented and will be done so in agreement with the *Consultant*, and in accordance with the Services as required.

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*.

Ethical walls

The *Consultant* will comply with Schedule 9 (Ethical Walls Agreement).

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

NA

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
NA	