

## Contract Data Part 1

### Data provided by the Client for Time Charge or Work Orders using the NEC4 Professional Services Contract

#### Applicable to Lot 1 (Consultancy Services) only

#### 1. General

The conditions of contract are the core clauses and the clauses for main **Option (A/C/E)**,<sup>1</sup> the Option for resolving avoiding disputes **W2** and secondary **Options X1, X2, [X4],<sup>2</sup> [X5],<sup>3</sup> [X7],<sup>4</sup> X8, X9, X10, X11, X18, X18, Y(UK)2 and Y(UK)3 and Z** of the **NEC4 Professional Service Contract June 2017**.

Main Option **A, C or E** (delete as applicable)

Secondary Options:

Option	MHA+ PSP 4 Framework Secondary Options	
	Included	Not included
X1 Price adjustment for inflation	Included	Not included
X2 Changes in the law	Included	Not included
[X4] Parent company guarantees	Included	Not included
[X5] Sectional Completion	Included	Not included
[X7] Delay Damages	Included	Not included
X8 Undertakings to Others	Included	Not included
X9 transfer of intellectual property rights	Included	Not included
X10 Information Modelling	Included	Not included
X11 Termination by the Client	Included	Not included
X18 Limitation of Liability	Included	Not included
Y(UK)2 The Housing Grants Construction and Regeneration Act 1996	Included	Not included
Y(UK)3 UK Contracts (Rights of Third Parties) Act 1999	Included	Not included
Z	Included	Not included

#### Additional Secondary Options:

Click or tap here to enter text.

The *service* is

Click or tap here to enter text.

The *Client* is

MHA+ member authority and the name and title of the *Client* contact  
Click or tap here to enter text.

Address for communication

Address  
Click or tap here to enter text.

Address for electronic communication

e: mail address  
Click or tap here to enter text.

<sup>1</sup> DN: Delete as appropriate

<sup>2</sup> DN: To be included in the Order if applicable – as determined by the *Client*

<sup>3</sup> DN: To be included in the Order if applicable – as determined by the *Client*

<sup>4</sup> DN: To be included in the Order if applicable – as determined by the *Client*

The *Service Manager* is

see NEC4 defined terms  
Click or tap here to enter text.

Address for communication

Address  
Click or tap here to enter text.

Address for electronic communication

e: mail address  
Click or tap here to enter text.

The *Scope* is in

Click or tap here to enter text.

The *language of this contract* is English.

The *law of the contract* is the law of England and Wales, subject to the jurisdiction of the Courts of England and Wales

The *period for reply* is **2 weeks** except that:

The *period for reply* for  is .

The *period for reply* for  is .

The *period for retention* is 12  Years (specify a longer period) following completion years or earlier termination

The following matters are included in the Early Warning Register

## 2. The *Consultant's* main responsibilities

Early warning meetings are to be held at intervals no longer than **2 weeks**.

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

If Option A is used The *Consultant* prepares forecasts of the total expenses at intervals no longer than 4 weeks

If Option C or E is used The *Consultant* prepares forecasts of the total Defined Cost, plus fee and expenses at intervals no longer than 4 weeks

Item	Condition to be met	key date
1	Cncfjffjfnv Djjdvdvdvndv Dbvdjvjdvdvdvdv Dvdmv mdv	Click or tap to enter a date.
2	Click or tap here to enter text.	Click or tap to enter a date.

3	Click or tap here to enter text.	Click or tap to enter a date.

3. **Time**

The *starting date* is

see NEC4 defined terms  
Click or tap to enter a date.

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

	access	access date
1	Click or tap here to enter text.	Click or tap to enter a date.
2	Click or tap here to enter text.	Click or tap to enter a date.
3	Click or tap here to enter text.	Click or tap to enter a date.

The *Consultant* submits revised programmes at intervals no longer than **4 weeks**.

The *completion date* for the whole service is

see NEC4 defined terms  
Click or tap to enter a date.

The period after the Contract Date within which the *Consultant* is to submit a first programme for acceptance is **4 weeks**.

4. **Quality management**

The period after the Contract Date within which the *Consultant* is to submit a quality policy statement and quality plan is **4 weeks**.

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

see NEC4 defined terms  
Click or tap here to enter text.

5. **Payment**

The currency of this contract is the **Pound sterling (£)**.

The assessment interval is **monthly**

The expenses stated by the client are:

	item	amount
1	Click or tap here to enter text.	Click or tap here to enter text.
2	Click or tap here to enter text.	Click or tap here to enter text.
3	Click or tap here to enter text.	Click or tap here to enter text.

The interest rate is **5%** per annum above the **base** rate of the **Bank of England**.

The period in which payments are made is (required to be completed if the period in which payments are made is not three weeks and Y(UK)2 is not used)

Click or tap here to enter text.

(if Option C or E)

Click or tap here to enter text.

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

(If Option C)

The *Consultant's* share percentage and share ranges are:

*Consultant* share percentage

Share range

less than

 %

 %

from

 % to  %

 %

from

 % to  %

 %

greater than

 %

 %

(if Option C or E)

The exchange rates are those published in

 on

Click or tap to enter a date.

(date)

## 6. Compensation Events

If there are any additional compensation events

These are additional compensation events

Click or tap here to enter text.

Click or tap here to enter text.

## 7. Not used

## 8. Liabilities and insurance

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

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.	£10,000,000	Twelve years
	In respect of any one claim.	
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	£10,000,000	One year
	In respect of each claim without limit to the number of claims but in the aggregate for claims relating to pollution, and contamination	
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.	£10,000,000	One year
	In respect of each claim without limit to the number of claims	

The *Consultant* total liability to the *Client* for all matters which arise under on in connection with the contract, other than excluded matters is limited to £10,000,000, or such higher or lower amount as is specified by the *Client* opposite

£10,000,000/

(or higher/lower amount)

## 9. Resolving and Avoiding Disputes

The tribunal is *arbitration*.

The *arbitration procedure* is the latest version of the Institution of Civil Engineers **Procedure in force when the arbitrator is appointed.**

The place where arbitration is to be held is **London.**

In using Option W2 the Senior Representatives of the Client are

Name (i)

Click or tap here to enter text.

Address for communication

[Address](#)

Click or tap here to enter text.

Address for electronic communication

[e: mail address](#)

Click or tap here to enter text.

Name (ii)

Click or tap here to enter text.

Address for communication

[Address](#)

Click or tap here to enter text.

Address for electronic communication

[e: mail address](#)

Click or tap here to enter text.

The Adjudicator is **to be advised**

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

(Secondary Options - delete / amend as required and in to align with secondary options included on page 1)

**X1: Price adjustment for inflation**

The proportions used to calculate the Price Adjustment Factor are

0.	1.00	Linked to the index for	Professional Services PSSC Consultancy Rates
0.			
0.			
0.			
0.			
0.			
0.			
0.			
0.			
0.			
1.00		non-adjustable	

The base date for indices is

- This will be defined in the Order
- The index is the Highway Term Maintenance Indices Working Category10/3 produced by BCIS for HTMA

**X2: Changes in the law**

The law of the contract is England and Wales

**X5: Sectional completion**

- The completion date for each section of the service is:

section	Description	completion date
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap to enter a date.

**X7: Delay Damages**

- If Option X7 is used without Option X5

Delay damages for Completion of the whole of the *service* are

£ Click or tap here to enter text.

(if used)

- If Option X7 is used with Option X5

Delay damages for each *section* of the *service* are:

<i>section</i>	Description	Amount per day
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

The delay damages for the remainder of the *service* are **defined in the Order**

£ Click or tap here to enter text.

(if used)

**X8: Undertakings to Others**

- The *undertakings to Others* are provided to:

£ Click or tap here to enter text.

(if used)

are **defined in the Order**

**X9: transfer of intellectual property rights**

**X10: Information modelling**

- The period after the Contract Date in which the consultant is to submit an Information Execution acceptance plan is 4 weeks

**X11: Termination by the Client**

**X18: Limitation of liability**

- The *Consultants* liability to the *Client* for indirect or consequential loss is limited to

£ Click or tap here to enter text.

(if used)

- The *Consultants* liability to the *Client* for Defects that are not found until after the *defects date* is limited to

£ Click or tap here to enter text.

(if used)

- The *end of liability date* is

Click or tap here to enter text.

number of years after the Completion of the whole of the service

**Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996**

- The period for payment is 21 days after the date on which payment becomes due.

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

- A person or organisation who is not one of the Parties may not enforce this contract under the Contracts (Rights of Third Parties) Act 1999.

**Z Clauses**

The additional conditions of contract are provided as Annex A below

Annex A

Z Clauses for the NEC4 PSC v2 issued 27/02/23

<b>Z clauses</b>	The <i>additional conditions of the contract</i> are:
<b>Z1</b>	Amendments to the Core Clauses:
	Add the following new clauses:
11.2(24)	Bribery Policies: means any ethics, anti-bribery or anti-corruption policies prepared by the <i>Client</i> and as may be updated from time to time, a copy of which will be provided to the <i>Consultant</i> on written request.
11.2(25)	Confidential Information: means information, the disclosure of which would constitute an actionable breach of confidence, which has either been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including commercially sensitive information, information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, <i>Client</i> and <i>Consultant</i> of either Party and all personal data and sensitive personal data within the meaning of the Data Protection Act 2018.
11.2(26)	Data Protection Legislation: is the General Data Protection Regulation (EU 2016/679), the Data Protection Act 2018 (as amended) and any other laws or regulations relating to privacy or personal data applicable in England and Wales. Controller, processor, data subject, processing and appropriate technical and organisational measures: are as defined in the Data Protection Legislation.
11.2(27)	Environmental Information Regulations: mean the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner in relation to such regulations.
11.2(28)	Equalities Legislation: means all legislation which makes unlawful discrimination, harassment and/or victimisation on grounds of age, disability, marital or civil partnership status, sexual orientation, gender reassignment, pregnancy and maternity, race, religion or belief, sex and sexual orientation or temporary or part-time status in employment or otherwise including, without limitation, the Equality Act 2010, the Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000 as amended, the Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002 and / or any preceding, successor or amending legislation concerning the same;
11.2(29)	FOIA: means the Freedom of Information Act 2000 and any subordinate legislation guidance and/or codes of practice made or issued under this Act from time to time.
11.2(30)	Personal Data are any data relating to an identified or identifiable individual that are within the scope of protection as "personal data" under the applicable Data Protection Legislation.
11.2(31)	Request for Information: shall have the meaning set out in FOIA or any apparent request for information under the FOIA, or the Environmental Information Regulations.



<p>Clause 17</p>	<p>Delete and replace as follows:</p> <p>“17.1 The <i>Consultant</i> warrants and undertakes to the <i>Client</i> that:</p> <p>17.1.1 it will comply with applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (“<b>Anti-Bribery Law</b>”).</p> <p>17.1.2. it will comply with the Bribery Policies.</p> <p>17.1.3. it will procure that any person who performs or has performed services for or on its behalf in connection with this contract complies with this clause 17.</p> <p>17.1.4. it has and will maintain in place effective accounting procedures and internal controls necessary to record all expenditure in connection with the contract;</p> <p>17.1.5. from time to time, at the reasonable request of the <i>Client</i>, it will confirm in writing that it has complied with its undertakings under clauses 17.1.1 – 17.1.4 and will provide any information reasonably requested by the <i>Client</i> in support of such compliance;</p> <p>17.1.6. it shall notify the <i>Client</i> as soon as practicable of any breach of any of the undertakings contained within this Clause of which it becomes aware.</p> <p>17.2. Breach of any of the undertakings in this Clause is deemed to be a material breach of the contract and the <i>Client</i> may summarily terminate this contract by notice in writing to the <i>Consultant</i> provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to the <i>Client</i> and provided always that the <i>Client</i> may recover from the <i>Consultant</i> the amount or value of bribes.</p> <p>17.3 The decision of the <i>Client</i> is final and conclusive in any dispute, difference or question arising in respect of:</p> <p>17.3.1 the interpretation of this Clause (except so far as the same may relate to the amount recoverable from the <i>Consultant</i> under Clause 17.2 in respect of any loss resulting from such termination of this contract); or</p> <p>17.3.2 the right of the Client under this Clause 17 to terminate this contract; or</p> <p>17.3.3 the amount or value of bribes.</p>
<p>Clause 26</p>	<p>Delete clauses 26.1 and 26.2 and replace with the following:</p> <p>"26.1 Subject always to the duty to co-operate with the <i>Client</i> with regard to its duties under FOIA, each Party keeps (and ensures that its employees and Subcontractors keep) confidential and does not disclose to any person:</p> <ul style="list-style-type: none"> <li>• the terms of this contract and</li> <li>• any confidential or proprietary information (including Personal Data) provided to or acquired by the other Party during the subsistence of the contract</li> </ul>

	<p>except that the receiving Party may disclose information:</p> <ul style="list-style-type: none"> <li>• to its legal or other professional advisers,</li> <li>• to its employees and Subcontractors as needed to enable that Party to comply with its obligations under the contract,</li> <li>• where required to do so by law or by any professional or regulatory obligation or by order of any court or governmental agency, provided that (unless the Party is prohibited by law from doing so) prior to disclosure that Party consults the other Party and takes full account of the other Party's views about whether (and if so to what extent) the information should be disclosed,</li> <li>• which it receives from a third party who lawfully acquired it and who is under no obligation restricting its disclosure,</li> <li>• which is in the public domain at the time of disclosure other than due to the fault of the receiving Party or</li> <li>• with the consent of the other Party.</li> </ul> <p>26.2 A Party does not (and ensures that its employees and Subcontractors do not) use any confidential or proprietary information provided to or acquired by it for any purpose other than in connection with the performance and or operation of the contract.</p> <p>26.3 The <i>Consultant</i> may publicise the <i>service</i> only with the <i>Client's</i> agreement.</p>
<p>Clause 81.1 <i>Consultant's</i> Liabilities</p>	<p>Delete the first bullet point and replace with:</p> <ul style="list-style-type: none"> <li>• Legally enforceable claims and proceedings from Others and legally enforceable, properly mitigated and reasonably foreseeable compensation and costs payable to Others which arise directly from or in connection with the <i>Consultant</i> negligently providing the Service</li> </ul> <p>Delete the second bullet point and replace with:</p> <ul style="list-style-type: none"> <li>• Legally enforceable, properly mitigated and reasonably foreseeable costs incurred by the <i>Client</i> which arise directly from a failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the service.</li> </ul>
<p>Clause 84.3 Insurance</p>	<p>Insert new clause 84.3 as follows: "The <i>Consultant's</i> policy includes an "indemnity to principals" clause in the public liability insurance policy and employers liability insurance policy."</p>
<p>Clause 90 Termination Table</p>	<p>In row 1 (The <i>Client</i>), column 1, (Reason) after "or R22" add "or R23"</p>
<p>Option X1 Price Adjustment Factor  Defined Terms</p>	<p>Delete and insert as follows:</p> <p>X1.1 Price Adjustment Factor (PAF) applies to the total of the products of each proportion stated in the Contract Data that are fixed at the Commencement Date (as defined in the Framework Agreement) of the Framework Agreement.</p> <p>X1.2 On each anniversary of the Commencement Date of the Framework Agreement, the <i>Consultant</i> calculates a price adjustment factor as follows:</p> <ul style="list-style-type: none"> <li>• <math>P = (L-B)/B</math></li> </ul> <p>Where:</p>

<p>Price adjustment for Option A</p>	<ul style="list-style-type: none"> <li>• P = PAF</li> <li>• L = last published value of the index</li> <li>• B = last value of the index published before the Commencement Date of the Framework Agreement</li> </ul> <p>X1.3 Each amount due under the terms of the contract after the first anniversary of the Commencement Date of the Framework Agreement includes an amount for price adjustment which is the sum of:</p> <ul style="list-style-type: none"> <li>• The change in the Price for Services provided to Date since the last assessment of the amount due multiplied by the PAF calculated at the last anniversary; and</li> <li>• The amount for price adjustment included in the previous amount due</li> </ul>
<p>Price adjustment for Option C</p>	<p>X1.4 An amount for price adjustment is added to the to the total of the Prices which is the change in the Price for the Service Provided to Date since the last anniversary of the Commencement Date of the Framework Agreement of the amount due multiplied (PAF/(1+PAF)).</p>
<p>Compensation Events</p>	<p>X1.5 The Defined Cost for compensation events is assessed using:</p> <ul style="list-style-type: none"> <li>• The Defined Costs at L for amounts calculated from the rates stated in the Contract Data for people; and</li> <li>• The Defined Cost current at the dividing date used in assessing the compensation event, adjusted to L by dividing by one plus the PAF since the annual anniversary of the Commencement Date of the Framework Agreement before that dividing date, for other amounts.</li> </ul>
<p>Expenses Adjustment</p>	<p>X1.6 the payment rates for all expenses shall be fixed at the Commencement Date of the Framework Agreement and each amount due includes an amount for expenses adjusted which is the sum of:</p> <ul style="list-style-type: none"> <li>• the change in fixed expenses since the last anniversary of the Commencement Date of the Framework Agreement multiplied by PAF; and</li> <li>• the amount for expenses adjustment included in the previous amount due.</li> </ul>
<p>Index</p>	<p>X1.7 The index is the Highway Term Maintenance Indices Working Category10/3 produced by BCIS for HTMA.</p>
<p>Option X8 Undertakings to Others</p>	<p>Delete and replace as follows:</p> <p>"X8.1 The <i>Consultant</i> promptly executes and delivers an undertaking or deed of warranty in favour of any third party that the <i>Client</i> is required to procure in favour of in the terms to be provided by the <i>Client</i> to the <i>Consultant</i> (Collateral Warranty) within 14 days of a request by the <i>Client</i>.</p> <p>X8.2 If the <i>Consultant</i> fails to execute and deliver any such deed pursuant to clause X8.1 above, within fourteen days of the <i>Client's</i> request the <i>Client</i> may withhold payment of any monies otherwise due to the <i>Consultant</i>."</p>
<p>Option X9 Transfer of rights</p>	<p>Delete and replace as follows:</p> <p>"Copyright and all intellectual property rights over material prepared for the design of the <i>service</i> which are vested in the <i>Consultant</i> will remain vested in the <i>Consultant</i> but the <i>Consultant</i> grants to the <i>Client</i> an irrevocable fully paid up royalty free non-exclusive licence (such licence to remain in full force and effect</p>

	notwithstanding the completion of the <i>service</i> or termination of the <i>Consultant's</i> employment under the contract or any dispute under the contract) to use and reproduce all such material and the designs contained in them in built or physical form for any purpose connected with the <i>service</i> . Such licence will carry the right to grant sub-licences and will be transferable to third parties. The <i>Consultant</i> shall not be liable for any use of the materials for any purpose other than that for which the same were prepared by or on behalf of the <i>Consultant</i> ."
Option X11 Termination by the <i>Client</i>	In clause X11.2 delete "and A3".
Y(UK)3 The Contracts (Rights of Third Parties) Act 1999	A person or organisation who is not one of the Parties may not enforce this contract under the Contracts (Rights of Third Parties) Act 1999.
Z2 Recovery of sums due from <i>Consultant</i>	When under the contract any sum of money is recoverable from or payable by the <i>Consultant</i> such sum may be deducted from or reduced by the amount of any sum or sums then due or which at any time thereafter may become due to the <i>Consultant</i> under the contract.
Z3 Data Protection	<p>Z3.1 For the purposes of this contract and the Data Protection Legislation:</p> <ul style="list-style-type: none"> <li>• the <i>Client</i> is the controller and</li> <li>• the <i>Consultant</i> is the processor.</li> </ul> <p>Z3.2 The <i>Consultant</i> processes the Personal Data in accordance with (and so as not to put the <i>Client</i> in breach of) the Data Protection Legislation and only to the extent necessary for the purpose of performing its obligations under this contract.</p> <p>Z3.3 The <i>Consultant</i> has in place and maintains until the <i>defects date</i> appropriate technical and organisational measures (having regard to the nature of the Personal Data, the state of technological development and the cost of implementing such measures) to protect against accidental, unauthorised or unlawful processing, destruction, loss, alteration or disclosure of, or damage to, Personal Data or to any equipment used to process the Personal Data in respect of the harm that might result from such accidental, unauthorised or unlawful processing, destruction, loss, alteration, disclosure or damage.</p> <p>Z3.4 The <i>Consultant</i> immediately notifies the <i>Service Manager</i> if it receives:</p> <ul style="list-style-type: none"> <li>• a request from any person whose Personal Data it holds to access its Personal Data or</li> <li>• a complaint or request relating to the <i>Client's</i> obligations under the Data Protection Legislation.</li> </ul> <p>Z3.5 The <i>Consultant</i> assists and co-operates with the <i>Service Manager</i> in relation to any complaint or request received, including</p> <ul style="list-style-type: none"> <li>• providing full details of the complaint or request,</li> </ul>

	<ul style="list-style-type: none"> <li>• complying with the request within the time limits set out in the Data Protection Legislation and in accordance with the instructions of the <i>Service Manager</i> and</li> <li>• promptly providing the <i>Service Manager</i> with any Personal Data and other information it has requested.</li> </ul> <p>Z3.6 The <i>Consultant</i> allows the <i>Client</i> to conduct periodic audits of the <i>Consultant's</i> compliance with the Data Protection Legislation. The <i>Consultant</i> complies with the instructions of the <i>Service Manager</i> to enable such audits to be carried out.</p> <p>Z3.7 The <i>Consultant</i> complies with the requirements of the <i>Client</i> in relation to the storage, dispatch and disposal of the Personal Data in any form or medium.</p> <p>Z3.8 The <i>Consultant</i> immediately notifies the <i>Service Manager</i> on becoming aware of any breach of this clause or of the Data Protection Legislation by the <i>Consultant</i> or any Subcontractor.</p> <p>Z3.9 The <i>Consultant</i> does not process the Personal Data outside the European Economic Area without the prior agreement of the <i>Service Manager</i>. Where the <i>Service Manager</i> agrees, the <i>Consultant</i> complies with the instructions of the <i>Service Manager</i> and its obligations under the Data Protection Legislation, and provides an adequate level of protection to any Personal Data that are transferred.</p> <p>Z3.10 The <i>Client</i> or the <i>Consultant</i> provides appropriate safeguards in relation to the transfer and ensures that the data subject has enforceable rights and effective legal remedies.</p>
<p>Z4 Audit</p>	<p>Z4.1 The <i>Consultant</i> keeps and maintains for the <i>period for retention</i> or as long a period as may be agreed between the Parties, full and accurate records of the contract including:</p> <ul style="list-style-type: none"> <li>• the <i>service</i> provided under it;</li> <li>• all expenditure reimbursed by the <i>Client</i>;</li> <li>• all payments made by the <i>Client</i>.</li> </ul> <p>Z4.2 The <i>Consultant</i> on request affords the <i>Client</i> such access to those records as may be required in connection with the contract.</p>
<p>Z5 Modern Slavery</p>	<p>Z5.1 In performing its obligations under the contract, the <i>Consultant</i> shall, and shall ensure that each of its Subcontractors shall, comply with the <i>Client's</i> anti-slavery policy.</p> <p>Z5.2 The <i>Consultant</i> represents and warrants that:</p> <p>Z5.2.1 it is, and its staff are, fully aware of the provisions of the Modern Slavery Act 2015 (the Modern Slavery Act) and that it has not and will not commit any act and/or omission which would place the <i>Consultant</i> or the <i>Client</i> in breach of the Modern Slavery Act, whether in connection with the <i>service</i> or otherwise; and</p> <p>Z5.2.2 neither the <i>Consultant</i> nor any of its officers, employees or other persons associated with it: (i) has been convicted of any offence involving slavery and human trafficking; or (ii) has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental,</p>



	<p>administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking; and</p> <p>Z5.2.3 it has in place, and implements, due diligence procedures for its own suppliers, Subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains; and</p> <p>Z5.2.4 it will report to the <i>Client</i> any actual or suspected slavery or human trafficking in a supply chain which has a connection with this contract, including by any of its Subcontractors or others performing services on its behalf, and co-operate with the <i>Client</i> and/or the <i>Client</i> and/or any regulator and/or prosecutor in any investigation relating to the same.</p> <p>Z5.3 If the <i>Client</i> agrees that the <i>Consultant</i> may contract any of its obligations, the <i>Consultant</i> shall procure that each of its Subcontractors complies with the requirements of the Modern Slavery Act and the requirements of this clause Z5 and implements an appropriate system of due diligence, audit, and training designed to ensure compliance with the requirements of the Modern Slavery Act and this clause.</p> <p>Z5.4 The <i>Consultant</i> shall maintain a complete set of records to trace the supply chain of all goods, materials and services provided to the <i>Client</i> and the <i>Client</i> in connection with this contract.</p> <p>Z5.5 The <i>Consultant</i> shall be liable for, and shall indemnify the <i>Client</i> against any reasonably foreseeable, properly mitigated established and ascertained expense, liability, loss, claim or proceedings whatsoever in respect of any breach by the <i>Consultant</i> of the provisions of this clause.</p>
<p>Z6 Discrimination and Equality</p>	<p>Z6.1 The <i>Consultant</i> does not, and procures that its Subcontractors do not unlawfully discriminate within the meaning and scope of the provisions of the Equalities Legislation or any other law relating to discrimination in employment.</p> <p>Z6.2 The <i>Consultant</i> shall, and procures that its Subcontractors shall, operate in a manner and co-operate with the <i>Client</i> so as to allow the <i>Client</i> to comply with its statutory public sector equality duties which means any legislation in relation to the promotion of equality on the grounds of labour laws (including contracts of employment), pay and benefits, sex, sexual orientation, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, colour, ethnic or national origin, disability, religion or belief or age.</p> <p>Z6.3 The <i>Consultant</i> shall, and procures that its Subcontractors, comply with the <i>Client's</i> equality and diversity policy as may be amended from time to time, copies of which will be provided by the <i>Client</i> to the <i>Consultant</i> at the <i>Consultant's</i> written request.</p> <p>Z6.4 Without limiting the generality of the foregoing, the <i>Consultant</i> from time to time provides the <i>Client</i> with any information co-operation or assistance reasonably requested in support of such compliance under Clause Z6.</p>

	<p>Z6.5 The <i>Consultant</i> at all times carries out the provisions of this contract in accordance with the <i>Client's</i> approved Equality, Diversity, Environmental Management and Health and Safety Policies or equivalent policies copies of which are available on request.</p> <p>Z6.6 For the avoidance of doubt, any breach in this Clause may be deemed to be a material breach of the Agreement and the <i>Client</i> may summarily terminate this agreement by notice in writing to the <i>Consultant</i> provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to the <i>Client</i>.</p>
<p>Z7 Human Rights</p>	<p>Z7.1 The <i>Consultant</i> does not do or permit or allow anything to be done which is incompatible with the rights contained within the European Convention on Human Rights.</p> <p>Z7.2 The <i>Consultant</i> does not do or permit or allow anything to be done which may result in the <i>Client</i> acting incompatibly with the rights contained within the European Convention on Human Rights and the Human Rights Act 1998.</p> <p>Z7.3 The <i>Consultant</i> indemnifies the <i>Client</i> against any reasonably foreseeable, properly mitigated established and ascertained loss claims and expenditure resulting from the <i>Consultant's</i> breach of this Clause Z7.</p>
<p>Z8 FOIA</p>	<p>Z8.1 The <i>Consultant</i> acknowledges that the <i>Client</i> is subject to the requirements of the FOIA and the Environmental Information Regulations and assists and cooperates with the <i>Client</i> (at the <i>Consultant's</i> expense) to enable the <i>Client</i> to comply with these Information disclosure requirements.</p> <p>Z8.2 The <i>Consultant</i> shall and shall procure that its Subcontractors shall:</p> <p style="padding-left: 20px;">Z8.2.1 transfer any Request for Information to the other Party as soon as practicable after receipt and in any event within two (2) working days of receiving a Request for Information;</p> <p style="padding-left: 20px;">Z8.2.2 provide the <i>Client</i> with a copy of all Information in its possession or power in the form that the <i>Client</i> requires within five (5) working days (or such other period as the <i>Client</i> may specify) of the <i>Client</i> requesting that Information; and</p> <p style="padding-left: 20px;">Z8.2.3 provide all necessary assistance as reasonably requested by the <i>Client</i> to enable the <i>Client</i> to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA.</p> <p>Z8.3 The <i>Client</i> shall be responsible for determining at its absolute discretion whether:</p> <p style="padding-left: 20px;">Z8.3.1 the Information is exempt from disclosure under, the FOIA and the Environmental Information Regulations;</p>

	<p>Z8.3.2 the Information is to be disclosed in response to a Request for Information, and</p> <p>in no event shall the <i>Consultant</i> respond directly to a Request for Information unless expressly authorised to do so by the <i>Client</i>.</p> <p>Z8.4 The <i>Consultant</i> acknowledges that the <i>Client</i> may, acting in accordance with the FOIA, the Local Government Act 1972 (as amended) the Local Authorities (Executive Arrangements) (Access to Information) (England) Regulations 2000 (as amended) or the Environmental Information Regulations be obliged to disclose Information:</p> <p>Z8.4.1 without consulting with the <i>Consultant</i>, or</p> <p>Z8.4.2 following consultation with the <i>Consultant</i> and having taken its views into account.</p> <p>Z8.5 The <i>Consultant</i> ensures that all information produced in the course of this contract or relating to the contract is retained for disclosure and permits the <i>Client</i> to inspect such records as requested from time to time.</p> <p>Z8.6 The <i>Consultant</i> acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the <i>Client</i> may nevertheless be obliged to disclose Confidential Information in accordance with this Clause.</p>
<p>Z9 Public Contract Regulations 2015</p>	<p>Z9.1 Where the contract is one to which regulation 73(1) of the Public Contract Regulations 2015 applies the <i>Client</i> is entitled on notice to the <i>Consultant</i> to terminate where the grounds set out in regulation 71(1)(a) or 73(1)(c) of the Public Contract Regulations 2015 apply (R23).</p>
<p>Z10 Secondment</p>	<p>Z10.1 The <i>Client</i> enters into any arrangements for the provision of temporary professional staff and secondments in accordance with the Framework Information, but the <i>Consultant</i> at all times ensures that personnel engaged are in compliance with all HMRC requirements, including those imposed by IR35 and holds the <i>Client</i> harmless from any liabilities to HMRC.</p>
<p>Z11 TUPE</p>	<p>Z11.1 The <i>Client</i> makes no assurances or representations as to the effect of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (the "TUPE Regulations") on the contract.</p> <p>Z11.2 The <i>Consultant</i> acknowledges that it has formed its own view as to whether the TUPE Regulations apply in respect of the contract.</p> <p>Z11.3 It is agreed between the <i>Client</i> and <i>Consultant</i> that the <i>Client</i> shall have no liability to the <i>Consultant</i> for any costs, liability, expenses of any kind which shall be suffered or incurred by the <i>Consultant</i> arising out of the application of the TUPE Regulations in relation to the subject matter of this contract.</p>



	<p>Z11.4 The <i>Consultant</i>, within 28 days of receiving a request from the <i>Client</i>, provides to the <i>Client</i> a list of staff that are believed to be subject to transfer under the TUPE Regulations at Completion with such additional information as to their term and conditions as may be reasonably required.</p>
<p>Z12 Non-solicitation</p>	<p>Z12.1 Except where, following a period of secondment, an employee is deemed to become an employee of the other Party pursuant to the operation of the Transfer of Undertakings (Protection of Employment) Regulations 2014, neither Party shall (except with the prior written consent of the other Party) directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of the other Party any person employed or engaged by such other Party in the provision of the <i>service</i> or (in the case of the <i>Client</i>) in the receipt of the <i>service</i> at any time during the subsistence of the contract or for a further period of 6 months after the termination of this contract other than by means of an advertising campaign open to all comers and not specifically targeted at any of the staff of the other Party.</p>

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