

**Midlands Highway Alliance Plus
Professional Services Short Contract (PSSC)**

1. General

A contract between

MHA+ member authority
Click or tap here to enter text.

and

PSP 4 Provider
Click or tap here to enter text.

for

Name of Task Order Project
Click or tap here to enter text.

Client
Reference

Purchase Order number or other reference provided by MHA+ member authority
Click or tap here to enter text.

Checklist

Delete as applicable

Client Contract data – *Client* to complete

Scope – *Client* to complete

Consultant Contract Data – *Consultant* to complete

Price List – *Consultant* to complete

The *Consultant* Offer and *Client* Acceptance

**Contract Data for Time Charge or Work Orders
using the NEC 4 Professional Services Short Contract
Applicable to Lot 1 (Professional Services) & Lot 2 (Secondment)**

The *Client* Contract data

Name

MHA+ member authority and the name and job 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.

The *service* is
(delete as applicable)

The *starting date* is

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

The *completion date* is

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

The *delay damages* are
(delete as applicable)

Not applicable or Click or tap here to enter text. per day

The law of the project is England and Wales, subject to the jurisdiction of the courts of England and Wales

The *period for reply* is 2 weeks

The *defects date* is 52 weeks after Completion

The assessment day is the of each month

Work is

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

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

Click or tap here to enter text.

The *Adjudicator* is appointed by the ICE Dispute Resolution Panel

The interest rate on late payment is

Click or tap here to enter text.

% per complete week of delay

(insert a rate only if a rate less than 0.5% above base rate of the Bank of England per week has been agreed)

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.	£5,000,000 In respect of any one claim	Twelve years
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 In respect of each claim without limit to the number of claims but in the aggregate for claims relating to pollution and contamination	One year
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 In respect of each claim without limit to the number of claims	One year

The *Consultant's* total liability to the *Client* which arises under or in connection with the contract will be as shown in the insurance table above. This will usually be not less than £5,000,000 in respect of each claim but may potentially be higher or lower as specified by the *Client*

£5,000,000 (or higher/lower amount)

(amend as applicable)

The *Adjudicator's* nominating body is **the Institution of Civil Engineers.**

The *tribunal* is **arbitration.**

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

The conditions of contract are the NEC4 Professional Service Short Contract June 2017 and the following additional conditions.

Scope

1. Purpose of the service

Click or tap here to enter text.

2 Description of the service

Click or tap here to enter text.

3. Existing information

Click or tap here to enter text.

4. **Specification and standards**

Click or tap here to enter text.

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

Click or tap here to enter text.

6. **Requirements for the Programme**

Click or tap here to enter text.

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

Click or tap here to enter text.

The Consultant Contract Data

The Consultant is

Name

PSP 4 Provider
Click or tap here to enter text.

Address for communication

PSP 4 Provider
Click or tap here to enter text.

Address for electronic communication

Click or tap here to enter text.

The Consultancy rates are:

IfT Annexe E								
Specialisms	Band A	Band B	Band C	Band D	Band E	Band F	Band G	Band H
General Civil and Highway Activities								
Specialists								

All-inclusive people rates to be entered in pounds sterling per hour and to two decimal places (**Note:** Framework Information, clause '11.3.Price Adjustment for Inflation' applied on the Framework Agreement anniversary date of 28 August each year, applicable to each year of this call-off contract term)

The applied regional multiplier is applicable to Lot 1 only

Click or tap here to enter text.x.xx

number to 2 decimal places

The total of the Prices from the Price List is

Click or tap here to enter text.

Price List

Z Clauses

The additional conditions of contract are provided in Annex A below.

The *Consultant* Offer and *Client* Acceptance

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

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

Signed on behalf of the *Consultant*

Name

Position

Signature

Date

Signed on behalf of the *Client*

Name

Position

Signature

Date

Annex A: Z Clauses for the NEC4 PSSC – v3.2 [TQ Amends] 041023

Z clauses	The <i>additional conditions of the contract</i> are:
Z1	Amendments to the Conditions of Contract:
	Add the following new clauses:
11.2(12)	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(13)	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(14)	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(15)	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(16)	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(17)	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(18)	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(19)	Requests for Information: shall have the meaning set out in FOIA or any apparent request for information under the FOIA, or the Environmental Information Regulations.
Clause 17	Delete and replace as follows: "17.1 The <i>Consultant</i> warrants and undertakes to the <i>Client</i> that:

	<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 ("Anti-Bribery Law").</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 81.1 <i>Consultant's</i> Liabilities</p>	<p>Delete the first bullet point and replace with:</p> <ul style="list-style-type: none"> • 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 • 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.
<p>Clause 83.4 Insurance</p>	<p>Insert new clause 83.4 as follows:</p> <p>"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 92.2 Payment on Termination</p>	<p>In clause 92.2 delete the words "or 7" and replace with the words ", 7 or 9".</p>

<p>Clause 92.3 Payment on Termination</p>	<p>In clause 92.3 delete the words “or if the <i>Client</i> terminates for Reason 8”.</p>
<p>Z2 Recovery of sums due from <i>Consultant</i></p>	<p>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.</p>
<p>Z3 Data Protection</p>	<p>Z3.1 For the purposes of this contract and the Data Protection Legislation:</p> <ul style="list-style-type: none"> • the <i>Client</i> is the controller and • the <i>Consultant</i> is the processor. <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"> • a request from any person whose Personal Data it holds to access its Personal Data or • a complaint or request relating to the <i>Client's</i> obligations under the Data Protection Legislation. <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"> • providing full details of the complaint or request, • 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 • promptly providing the <i>Service Manager</i> with any Personal Data and other information it has requested. <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></p>

	<p>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 a period of 12 years from the completion of the <i>service</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"> • the <i>service</i> provided under it; • all expenditure reimbursed by the <i>Client</i>; • all payments made by the <i>Client</i>. <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> antislavery 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, 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>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>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>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>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 (Reason 9).</p>
<p>Z10 Confidentiality</p>	<p>Z10.1 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"> • the terms of this contract and • any confidential or proprietary information (including Personal Data) provided to or acquired by the other Party during the subsistence of the contract

	<p>except that the receiving Party may disclose information:</p> <ul style="list-style-type: none"> • to its legal or other professional advisers, • to its employees and Subcontractors as needed to enable that Party to comply with its obligations under the contract, • 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, • which it receives from a third party who lawfully acquired it and who is under no obligation restricting its disclosure, • which is in the public domain at the time of disclosure other than due to the fault of the receiving Party or • with the consent of the other Party. <p>Z10.2 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>Z10.3 The <i>Consultant</i> may publicise the <i>service</i> only with the <i>Client's</i> agreement.</p>
<p>Z11 The Contracts (Rights of Third Parties) Act 1999</p>	<p>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.</p>
<p>Z12 Secondment</p>	<p>Z12.1 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>Z13 TUPE</p>	<p>Z13.1 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>Z13.2 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>Z13.3 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>Z13.4 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>Z14 Indexation</p>	<p>Z14.1 Price adjustment applies to People Rates that are fixed at the Commencement Date of the Framework Agreement (as defined in the Framework Agreement) and are not variable with changes in salary paid to individuals.</p>

	<p>Z14.2 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"> • $P = (L-B)/B$ <p>Where:</p> <ul style="list-style-type: none"> • P = Price adjustment factor • L = last published value of the index • B = last value of the index published before the Commencement Date of the Framework Agreement. <p>Z14.3 Each amount due under the terms of the contract after the first anniversary of Commencement Date of the Framework Agreement includes an amount for price adjustment which is the sum of:</p> <ul style="list-style-type: none"> • The change in the Prices and/or the People Rates for Services provided to date since the last assessment of the amount due multiplied by the price adjustment factor calculated at the last anniversary; and • The amount for price adjustment included in the previous amount due <p>Z14.4 The index is the Highway Term Maintenance Indices Working Category10/3 produced by BCIS for HTMA.</p> <p>Z14.5 Should the price adjustment factor produce a negative amount on calculation at the anniversary of the Commencement Date Clause Z14.3 will not operate and the amount due will not include a price adjustment for that annual period.</p>
<p>Z15 Non-solicitation</p>	<p>Z15.1 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>