Facilities Management Contract for UKRI

UKRI-2104 STFC Air-Conditioning Maintenance, reactive, remedial and project installations
Contents

One: Contract Data Parts 1 & 2

Two: Schedule of Amendments to NEC FM Contract

Three: KPI’s

Four: Pricing Document

Five: Form of Agreement
Facilities Management Contract for UKRI

UKRI-2104

Contract Data
Contract Data

PART ONE – DATA PROVIDED BY THE CLIENT

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

1 General

The conditions of contract are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Facilities Management Contract June 2021.

Main Options
- Option for resolving and avoiding disputes

Secondary Options
- X1, X8, X18, X19, X21, X23, X27, Y(UK)2 and 2 clauses

The service is
- Planned, Preventative Maintenance (PPM), reactive and remedial, Project works pertaining to Air Conditioning across the UKRI, STFC sites stated in the Specification.

The Client is

- Name: UK Research and Innovation
- Address for communications: Polaris House, North Star Avenue, Swindon, SN2 1SZ
- Address for electronic communications: STFCProcurement@ukri.org

The Service Manager is

- Name: [Redacted]
- Address for communications: UKRI, Science and Technology Facilities Council, Rutherford Appleton Laboratory, Harwell Campus, Didcot, OX11 0QX, UK
- Address for electronic communications: TBC

The Affected Property is
- UKRI, Science and Technology Facilities Council, Rutherford Appleton Laboratory, Harwell Campus, Didcot, OX11 0QX, UK
- The Cosener’s House, 15 - 16 Abbey Close, Abingdon, Oxfordshire, OX14 3JD, UK
Chilbolton Observatory, Drove Road, Stockbridge, Hampshire, SO20 6BJ, UK

The Scope is in

Tender Reference UKRI-2104
The shared services which may be carried out outside the Service Areas are

The language of the contract is English

The law of the contract is the law of England and Wales

The period for reply is 5 working days except that
- The period for reply for is
- The period for reply for is

The following matters will be included in the Early Warning Register

The mitigation of effects from Covid-19 in respect of service interruption.
Any resource, capacity or supply issue that may delay or prevent the Service from being completed successfully.

Early warning meetings are to be held at intervals no longer than 12 weeks

2 The Service Provider’s main responsibilities

If Option C or E is used
The Service Provider prepares forecasts of the total Defined Cost for the whole of the service at intervals no longer than

3 Time

The starting date is 14 November 2022

The service period is Up to 4 years (2+1+1)

The Service Provider submits revised plans at intervals no longer than

If no plan is identified in part two of the Contract Data
The period after the Contract Date within which the Service Provider is to submit a first plan for acceptance is

If a mobilisation plan is required, and no mobilisation plan is identified in part two of the Contract Data
The period after the Contract Date within which the Service Provider is to submit a mobilisation plan for acceptance is 1 weeks

NEC4 Facilities Management Contract – Contract Data June 2021
The period after the Contract Date within which the Service Provider is to submit a first demobilisation plan for acceptance is 60 days.

4 Quality management

The period after the Contract Date within which the Service Provider is to submit a quality policy statement and quality plan is

5 Payment

The currency of the contract is the GBP sterling.

The assessment interval is Monthly.

The review period for assessment is 5 working days.

The interest rate is 2% per annum (not less than 2) above the base rate of the Bank of England bank.

If the period in which payments are made is not three weeks and Y(UK)2 is not used, the period within which payments are made is 30 days.

The performance table is in

If the period for certifying a final assessment is not thirteen weeks, the period for certifying a final assessment is

If Option C is used, the Service Provider’s share percentages and the share ranges are

<table>
<thead>
<tr>
<th>share range</th>
<th>Service Provider’s share percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>less than</td>
<td>%</td>
</tr>
<tr>
<td>from</td>
<td>% to %</td>
</tr>
<tr>
<td>from</td>
<td>% to %</td>
</tr>
<tr>
<td>greater than</td>
<td>%</td>
</tr>
</tbody>
</table>

The Service Provider’s share is assessed on (dates)

If Option C or E is used, the exchange rates are those published in
### 6 Compensation events

If Option A is used  

The **efficiency percentage** is 50%, unless another percentage is stated here, in which case it is

<table>
<thead>
<tr>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
</tr>
</tbody>
</table>

If there are additional compensation events  

These are additional compensation events

In addition to the existing Facilities Contract Core Clause 60.1, Compensation Events.

(18) An event which

- Stops the **Contractor** completing the whole of the works
- Stops the **Contractor** completing the whole of the works by the date for planned Completion as shown in the agreed **Scope of work**

and which

- neither Party could prevent
- is limited to one or more of the following events: hurricanes, tempest, acts of state or public enemy, wars, revolutions, uprisings, hostilities, civil disturbances, riots, civil war, insurrection and invasion. For the avoidance of doubt, strikes, lockouts and shutdowns of a Party (or of any person engaged by any of them) shall not be a force majeure event for that Party
- an experienced contractor would have judged at the Contract Date to have such a small chance of occurring that it would have been unreasonable to have allowed for it and
- is not one of the other compensation events stated in the contract

### 8 Liabilities and insurance

If there are additional **Client**'s liabilities  

These are additional **Client**'s liabilities

<table>
<thead>
<tr>
<th>Liability</th>
</tr>
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<tbody>
<tr>
<td>(1)</td>
</tr>
<tr>
<td>(2)</td>
</tr>
<tr>
<td>(3)</td>
</tr>
</tbody>
</table>

The minimum amount of cover for insurance against loss of or damage to property (except Plant and Materials, Equipment and equipment provided by the **Client** to the **Service Provider**) and liability for bodily injury to or death of a person (not an employee of the **Service Provider**) arising from or in connection with the **Service Provider** providing the Service for any one event is

The minimum amount of cover for insurance against death of or bodily injury to employees of the **Service Provider** arising out of and in the course of their employment in connection with the contract for any one event is

If the **Client** is to provide Plant and Materials  

The insurance against loss of or damage to Plant and Materials, Equipment and the **Client**'s equipment is to include cover for Plant and Materials provided by the **Client** for an amount of

If the **Client** is to provide equipment  

The insurance against loss of or damage to Plant and Materials, Equipment and the **Client**'s equipment is to include cover for equipment provided by the **Client** for an amount of

If the **Service Provider** is liable for loss of or damage to any property owned or occupied by the **Client**, other than the Affected Property, arising from or in connection with the **Service Provider** providing the Service. The minimum amount of cover for insurance for any one event is

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>£10M</td>
</tr>
</tbody>
</table>

If the **Service Provider** is liable for the **Service Provider** providing the Service. The minimum amount of
loss of or damage to the Affected Property

cover for insurance for any one event is £10M

If the Client is to provide of the insurances stated the Insurance Table

The Client provides these insurances from the Insurance Table

(1) Insurance against

Minimum amount of cover is

The deductibles are
### If additional insurances are to be provided

- **The Client provides these additional insurances**
  - (1) Insurance against
    - Minimum amount of cover is
    - The deductibles are
  - (2) Insurance against
    - Minimum amount of cover is
    - The deductibles are
  - (3) Insurance against
    - Minimum amount of cover is
    - The deductibles are

- **The Service Provider provides these additional insurances**
  - (1) Insurance against
    - Minimum amount of cover is
    - The deductibles are
  - (2) Insurance against
    - Minimum amount of cover is
    - The deductibles are
  - (3) Insurance against
    - Minimum amount of cover is
    - The deductibles are

### Resolving and avoiding disputes

- **The tribunal is** The Courts of England and Wales

- **If the tribunal is arbitration**
  - The arbitration procedure is
  - The place where arbitration is to be held is

- **The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the arbitration procedure does not state who selects an arbitrator is**
The Senior Representatives of the Client are

Name (1)  
Address for communications  
UKRI Procurement, Rutherford Appleton Laboratory, Harwell, Oxford, OX11 0QX

Address for electronic communications  
STFCProcurement@ukri.org

Name (2)  
Address for communications  
UKRI Commercial, North Star Avenue, Swindon, SN2 1EU

Address for electronic communications  
Commercial@ukri.org

The Adjudicator is  
Name  
Address for communications  

Address for electronic communications  

The Adjudicator nominating body is  
The Royal Institution of Chartered Surveyors

X1: Price adjustment for inflation (used only with Options A and C)

If Option X1 is used  
The proportions used to calculate the Price Adjustment Factor are

0.  
0.  
0.  
0.  
0.  
0.  
0.  
non-adjustable

1.00 linked to the index for  

The base date for indices is  
The Start date

The inflation adjustment dates are  
After Year 2 from the Start Date, and intervals of one calendar year until the expiry of the service period. If extensions are exercised

Consumer Price Index (CPI)
These indices are
X3: Multiple currencies (used only with Option A)

If Option X3 is used

The Client will pay for the items or activities listed below in the currencies stated:

<table>
<thead>
<tr>
<th>Items and activities</th>
<th>Other currency</th>
<th>Total maximum payment in the currency</th>
</tr>
</thead>
<tbody>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The exchange rates are those published in [ ] (date)

X4: Performance guarantee

If Option X4 is used

The Service Provider provides an ultimate holding company guarantee/provides a performance bond (Delete as applicable)

If a performance bond is provided

The amount of the performance bond is [ ]

X8: Undertakings to the Client or Others

If Option X8 is used

The undertakings to Others are provided to

The authority or agency named in each Task Order

The Subcontractor undertaking to Others are works provided to

The Subcontractor undertaking to the Client are works

X10: Information modelling

If Option X10 is used

If no Information execution plan is identified in part two of the Contract Data

The period after the Contract Date within which the Service Provider is to submit a first Information Execution Plan for acceptance is [ ]
The minimum amount of insurance cover for claims made against the Service Provider arising out of its failure to use the skill and care normally used by professionals providing information similar to the Project Information is, in respect of each claim.

The period following the end of the Service Period or earlier termination for which the Service Provider maintains insurance for claims made against it arising out of its failure to use the skill and care is.

**X12: Multiparty collaboration**

If Option X12 is used

The Promoter is

The Schedule of Partners is in

The Promoter’s objective is

The Partnering Information is in
### X15: The Service Provider’s design

<table>
<thead>
<tr>
<th>If Option X15 is used</th>
<th>The period for retention following the end of the Service Period or earlier termination is</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The minimum amount of insurance cover for claims made against the Service Provider arising out of its failure to use the skill and care normally used by professionals designing service similar to the service is, in respect of each claim</td>
</tr>
<tr>
<td></td>
<td>The period following the end of the Service Period or earlier termination for which the Service Provider maintains insurance for claims made against it arising out of its failure to use the skill and care is</td>
</tr>
</tbody>
</table>

### X18: Limitation of liability

<table>
<thead>
<tr>
<th>If Option X18 is used</th>
<th>The Service Provider’s liability to the Client for indirect or consequential loss is limited to £10M</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>If the Service Provider is liable for loss of or damage to any property owned or occupied by the Client, other than the Affected Property, the Service Provider’s liability to the Client for loss of or damage to any property owned or occupied by the Client, other than the Affected Property, for any one event is limited to £10M</td>
</tr>
<tr>
<td></td>
<td>If the Service Provider is liable for loss of or damage to the Affected Property, the Service Provider’s liability to the Client for loss of or damage to the Affected Property for any one event is limited to £10M</td>
</tr>
<tr>
<td></td>
<td>If Option X15 applies, the Service Provider’s liability for Service Failures due to its design is limited to</td>
</tr>
<tr>
<td></td>
<td>The Service Provider’s total liability to the Client for all matters arising under or in connection with the contract, other than excluded matters, is limited to £10M</td>
</tr>
<tr>
<td></td>
<td>The end of liability date is 6 years after the end of the Service Period</td>
</tr>
</tbody>
</table>

### X19: Termination by either Party (not used with Option X11)

<table>
<thead>
<tr>
<th>If Option X19 is used</th>
<th>The minimum period of service is 2 years after the starting date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The notice period is 3 months</td>
</tr>
</tbody>
</table>

### X23: Extending the Service Period

<table>
<thead>
<tr>
<th>If Option X23 is used</th>
<th>The maximum service period is 4 years after the starting date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The periods for extension are</td>
</tr>
<tr>
<td></td>
<td>Order</td>
</tr>
<tr>
<td></td>
<td>First</td>
</tr>
<tr>
<td></td>
<td>Second</td>
</tr>
</tbody>
</table>
If there are criteria for extension, the criteria for extension are:

1. 
2. 
3. 

**X24: The accounting periods**

If Option X24 is used and Option C is not used, the accounting periods are:

The accounting periods are

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If Option X24 is used with Option C, the accounting periods are the dates stated in the Contract Data of assessment of the Service Provider’s share.

**X27: Project Orders**

If Option X27 is used, the period within which the Service Provider is to submit a Project Order programme for acceptance is 7 days.

**X28: Change of Control**

If Option X28 is used, the required financial position of the controller of the Service Provider is in

The ethical principles of the Client are in

**Y(UK)1: Project Bank Account**

If Option Y(UK)1 is used, the Service Provider is/is not to pay any charges made and to be paid any interest paid by the project bank (Delete as applicable).

The account holder is the Service Provider/the Parties (Delete as applicable).

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

If Y(UK)2 is used and the date on which the final payment becomes due is not fifteen weeks after the end of the Service Period, the period is weeks.
If Y(UK)2 is used and the final date for payment is not seven days after the date on which payment becomes due, the period for payment is ___ days after the date on which payment becomes due.

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

<table>
<thead>
<tr>
<th>term</th>
<th>beneficiary</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If Y(UK)3 is used with Y(UK)1, the following entry is added to the table for Y(UK)3:

<table>
<thead>
<tr>
<th>term</th>
<th>beneficiary</th>
</tr>
</thead>
<tbody>
<tr>
<td>The provisions of Options Y(UK)1</td>
<td>Named Suppliers</td>
</tr>
</tbody>
</table>

Z: Additional conditions of contract

If Option Z is used, the additional conditions of contract are:

As per the Z clauses listed at the foot of this contract.
**1 General**

The **Service Provider** is

<table>
<thead>
<tr>
<th>Name</th>
<th>Airco Refrigeration and Air Conditioning Ltd</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address for communications</td>
<td>Arco House, Goulton Street, Hull, HU3 4DL</td>
</tr>
<tr>
<td>Address for electronic communications</td>
<td>FOIA Section 40</td>
</tr>
</tbody>
</table>

The **fee percentage** is

<table>
<thead>
<tr>
<th></th>
<th>%</th>
</tr>
</thead>
</table>

The **service areas** are

<table>
<thead>
<tr>
<th>Service Areas</th>
<th>The Goods/Services to be supplied to the stated locations, as per the tender documentation for UKRI-2T04</th>
</tr>
</thead>
</table>

The **key persons** are

<table>
<thead>
<tr>
<th>Name (1)</th>
<th>Job</th>
<th>Responsibilities</th>
<th>Qualifications</th>
<th>Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FOIA Section 40</td>
<td>FOIA Section 40</td>
<td>FOIA Section 40</td>
<td></td>
</tr>
<tr>
<td>Name (2)</td>
<td>Job</td>
<td>Responsibilities</td>
<td>Qualifications</td>
<td>Experience</td>
</tr>
<tr>
<td></td>
<td>FOIA Section 40</td>
<td>FOIA Section 40</td>
<td>FOIA Section 40</td>
<td></td>
</tr>
</tbody>
</table>

The following matters will be included in the Early Warning Register

<table>
<thead>
<tr>
<th>F Gas Pricing</th>
<th>Changes in Staff</th>
</tr>
</thead>
</table>

FOIA Section 40
## 2 The Service Provider’s main responsibilities

If the Service Provider is to provide Scope for its plan, the **Scope provided by the Service Provider for its plan** is: 

<table>
<thead>
<tr>
<th>Service Provider’s main responsibilities</th>
<th>The Scope provided by the Service Provider for its plan is in</th>
</tr>
</thead>
</table>

## 3 Time

If a plan is to be identified in the Contract Data, the **plan identified in the Contract Data** is:

If a mobilisation plan is to be identified in the Contract Data, the **mobilisation plan identified in the Contract Data** is:

<table>
<thead>
<tr>
<th>Time</th>
<th>The plan identified in the Contract Data is</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## 5 Payment

If Option A, C or E is used, the **price list** is: 

If Option A or C is used, the **tendered total of the Prices** is £44,675.00 GBP excluding VAT per year for PPM. Reactive, remedial, project work and other services stated in the specification can be utilised up to £565K GBP ex VAT per year.

### Resolving and avoiding disputes

The **Senior Representatives of the Service Provider** are:

<table>
<thead>
<tr>
<th>Name (1)</th>
<th>Address for communications</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Airco House</td>
</tr>
<tr>
<td></td>
<td>Goulton Street</td>
</tr>
<tr>
<td></td>
<td>Hull</td>
</tr>
<tr>
<td></td>
<td>HU3 4DL</td>
</tr>
</tbody>
</table>

Address for electronic communications: 

<table>
<thead>
<tr>
<th>Name (2)</th>
<th>Address for communications</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Airco House</td>
</tr>
<tr>
<td></td>
<td>Goulton Street</td>
</tr>
<tr>
<td></td>
<td>Hull</td>
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<td>HU3 4DL</td>
</tr>
</tbody>
</table>

Address for electronic communications: 

### X10: Information modelling

If Option X10 is used, the **information execution plan** is:

<table>
<thead>
<tr>
<th>X10: Information modelling</th>
<th>The information execution plan identified in the Contract Data is</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>
### Y(UK)1: Project Bank Account

If Option Y(UK)1 is used  

The project bank is

named suppliers are

Airco Refrigeration and Air Conditioning Ltd

### Data for the Schedule of Cost Components (used only with Options C or E)

The listed items of Equipment purchased for work on the contract, with an on cost charge, are

<table>
<thead>
<tr>
<th>Equipment</th>
<th>time-related on cost charge</th>
<th>per time period</th>
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<tbody>
<tr>
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</table>

The rates for special Equipment are

<table>
<thead>
<tr>
<th>Equipment</th>
<th>rate</th>
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</table>

The rates for Defined Cost of manufacture and fabrication outside the Service Areas by the Service Provider are

<table>
<thead>
<tr>
<th>category of person</th>
<th>rate</th>
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<tbody>
<tr>
<td></td>
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<td></td>
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</tbody>
</table>

The rates for people providing shared services outside the Service Areas are

<table>
<thead>
<tr>
<th>shared service</th>
<th>category of person</th>
<th>rate</th>
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<tbody>
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</table>

**Data for the Short Schedule of Cost Components (used only with Option A)**

The *people rates* are

<table>
<thead>
<tr>
<th>category of person</th>
<th>unit</th>
<th>rate</th>
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</table>

The published list of Equipment is the edition current at the Contract Date of the list published by

The percentage for adjustment for Equipment in the published list is

<table>
<thead>
<tr>
<th>percentage</th>
<th>% (state plus or minus)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

The rates for other Equipment are

<table>
<thead>
<tr>
<th>Equipment</th>
<th>rate</th>
</tr>
</thead>
<tbody>
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<td></td>
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</tbody>
</table>

The rates for Defined Cost of manufacture and fabrication outside the Service Areas by the *Service Provider are*

<table>
<thead>
<tr>
<th>category of person</th>
<th>rate</th>
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<tbody>
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</table>

The rates for people providing *shared services* outside the Service Areas are

<table>
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Option Z2 - Identified and defined terms

Insert new clause 11.3 additional defined terms.

11.3 (1) Client Confidential Information is all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and contractors of the Client, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential.

11.3 (2) Client Data is the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and

- which are supplied to the Contractor by or on behalf of the Client,
- which the Contractor is required to generate, process, store or transmit pursuant to this contract or
- which are any Personal Data for which the Client is the Data Controller to the extent that such Personal Data is held or processed by the Contractor.

11 (3) Commercially Sensitive Information is the information agreed between the Parties (if any) comprising the information of a commercially sensitive nature relating to the Contractor, the charges for the works, its IPR or its business or which the Contractor has indicated to the Client that, if disclosed by the Client, would cause the Contractor significant commercial disadvantage or material financial loss.

11.3 (4) Confidential Information is the Client's Confidential Information and/or the Contractor's Confidential Information.

11.3 (5) Contracting Body is any Contracting Body as defined in Regulation 5(2) of the Public Contracts (Services, Service and Supply) (Amendment) Regulations 2000 other than the Client.

11.3 (6) Contractor's Confidential Information is any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and contractors of the Contractor, including IPRs, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential, including the Commercially Sensitive Information.

11.3 (7) Crown Body is any department, office or agency of the Crown.
11.3 (8) Data Controller has the meaning given to it in the Data Protection Act 2018.

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

11.3 (10) Environmental Information Regulations is the Environmental Information Regulations 2004, or if applicable, the Environmental Information Regulations (Scotland) (2004), and any guidance and/or codes of practice issued by the Information Commissioner in relation to such regulations.

11.3 (11) FOIA is the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation.

11.3 (12) General Anti-Abuse Rule is

- the legislation in Part 5 of the Finance Act 2013 and
- any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements and to avoid national insurance contributions.

11.3 (13) Halifax Abuse Principle is the principle explained in the CJEU Case C-255/02 Halifax and others.

11.3 (14) Intellectual Property Rights or "IPRs" is

- copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information,
- applications for registration, and the right to apply for registration, for any of the rights listed in the first bullet point that are capable of being registered in any country or jurisdiction,
- all other rights having equivalent or similar effect in any country or jurisdiction and
- all or any goodwill relating or attached thereto.

11.3 (15) Law is any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972 and section 4 of the European Union (Withdrawal Act 2018), regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Contractor is bound to comply under the law of
11.3(16) An Occasion of Tax Non-Compliance is

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

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

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

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

11.3(17) Personal Data has the meaning given to it in the Data Protection Act 2018.

11.3 (18) Prohibited Act is

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

  - induce that person to perform improperly a relevant function or activity or

  - reward that person for improper performance of a relevant function or activity,

- to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this contract,

- committing any offence

  - under the Bribery Act 2010 (or any legislation repealed or revoked by such Act),

  - under legislation or common law concerning fraudulent acts or

  - defrauding, attempting to defraud or conspiring to defraud the Client or

- any activity, practice or conduct which would constitute one of the offences listed above if such activity, practice or conduct had been carried out in the UK.

11.3 (19) Request for Information is a request for information or an apparent request under the Code of Practice on Access to government Information, FOIA or the Environmental Information Regulations.
11.3 (20) Relevant Requirements are all applicable Laws relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

11.3 (21) Relevant Tax Authority is HM Revenue & Customs, or, if applicable, a tax authority in the jurisdiction in which the Contractor is established.

11.3 (22) Security Policy means the Client’s security policy attached as Appendix 1 to Contract Schedule A (Security Provisions) as may be updated from time to time.

**Option Z 4 - Admittance to site**

Insert new clause 19A:

19A.1 The Contractor submits to the Service Manager details of people who are to be employed by it and its Subcontractors in Providing the Services. The details include a list of names and addresses, the capabilities in which they are employed, and other information required by the Service Manager.

19A.2 The Service Manager may instruct the Contractor to take measures to prevent unauthorised persons being admitted to the Affected Property.

19A.3 Employees of the Contractor and its Subcontractors are to carry a Client’s pass and comply with all conduct requirements from the Client whilst they are on the parts of the Affected Property identified in the Scope.

19A.4 The Contractor submits to the Service Manager for acceptance a list of the names of the people for whom passes are required. On acceptance, the Service Manager issues the passes to the Contractor. Each pass is returned to the Service Manager when the person no longer requires access to that part of the Affected Property or after the Service Manager has given notice that the person is not to be admitted to the Affected Property.

19A.5 The Contractor does not take photographs of the Affected Property or of work carried out in connection with the works unless it has obtained the acceptance of the Service Manager.

19A.6 The Contractor takes the measures needed to prevent its and its Subcontractors’ people taking, publishing or otherwise circulating such photographs.

**Option Z 5 - Prevention of fraud and bribery**

Insert new clauses:

18.4.1 The Contractor represents and warrants that neither it, nor to the best of its knowledge any of its people, have at any time prior to the Contract Date
• committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act or

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

18.4.2 During the carrying out of the works the Contractor does not

• commit a Prohibited Act and
• do or suffer anything to be done which would cause the Client or any of the Client’s employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

18.4.3 In Providing the Services the Contractor

• establishes, maintains and enforces, and requires that its Subcontractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act,

• keeps appropriate records of its compliance with this contract and make such records available to the Client on request and

• provides and maintains and where appropriate enforces an anti-bribery policy (which shall be disclosed to the Client on request) to prevent it and any Contractor’s people or any person acting on the Contractor’s behalf from committing a Prohibited Act.

18.4.4 The Contractor immediately notifies the Client in writing if it becomes aware of any breach of clause 18.4.1, or has reason to believe that it has or any of its people or Subcontractors have

• been subject to an investigation or prosecution which relates to an alleged Prohibited Act,

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

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

18.4.5 If the Contractor makes a notification to the Client pursuant to clause 18.4.4, the Contractor responds promptly to the Client’s enquiries, co-operates with any investigation, and allows the Client to audit any books, records and/or any other relevant documentation in accordance with this contract.
18.4.6 If the Contractor breaches Clause 18.4.3, the Client may by notice require the Contractor to remove from carrying out the works any person whose acts or omissions have caused the Contractor’s breach.

**Option Z7 - Legislation and Official secrets**

Insert new clauses:

20.5 The Contractor complies with Law in the carrying out of the works.
Option Z10 - Freedom of information

Insert new clauses:

29.3 The Contractor acknowledges that unless the Service Manager has notified the Contractor that the Client is exempt from the provisions of the FOIA, the Client is subject to the requirements of the Code of Practice on Government Information, the FOIA and the Environmental Information Regulations. The Contractor cooperates with and assists the Client so as to enable the Client to comply with its information disclosure obligations.

29.4 The Contractor

- transfers to the Service Manager all Requests for Information that it receives as soon as practicable and in any event within two working days of receiving a Request for Information,
- provides the Service Manager with a copy of all information in its possession, or power in the form that the Service Manager requires within five working days (or such other period as the Service Manager may specify) of the Service Manager’s request,
- provides all necessary assistance as reasonably requested by the Service Manager to enable the Client to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations and
- procures that its Subcontractors do likewise.

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

29.6 The Contractor does not respond directly to a Request for Information unless authorised to do so by the Service Manager.

29.7 The Contractor acknowledges that the Client may, acting in accordance with the Department of Constitutional Affairs’ Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of information Act 2000, be obliged to disclose information without consulting or obtaining consent from the Contractor or despite the Contractor having expressed negative views when consulted.

29.8 The Contractor ensures that all information is retained for disclosure throughout the period for retention and permits the Service Manager to inspect such records as and when reasonably requested from time to time.

Option Z13 - Confidentiality and Information Sharing
Insert a new clause

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

• treat the other Party's Confidential Information as confidential and safeguard it accordingly,

• not disclose the other Party's Confidential Information to any other person without prior written consent,

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

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

29.10 The clause above shall not apply to the extent that

• such disclosure is a requirement of the Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to clause Z10 (Freedom of Information),

• such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner,

• such information was obtained from a third party without obligation of confidentiality,

• such information was already in the public domain at the time of disclosure otherwise than by a breach of this contract or

• it is independently developed without access to the other party's Confidential Information.

29.11 The Contractor may only disclose the Client’s Confidential Information to the people who are directly involved in Providing the Services and who need to know the information, and shall ensure that such people are aware of and shall comply with these obligations as to confidentiality.
The Contractor shall not, and shall procure that the Contractor’s people do not, use any of the Client Confidential Information received otherwise than for the purposes of this contract.

29.12 The Contractor may only disclose the Client Confidential Information to Contractor’s people who need to know the information, and shall ensure that such people are aware of, acknowledge the importance of, and comply with these obligations as to confidentiality. In the event that any default, act or omission of any Contractor’s people causes or contributes (or could cause or contribute) to the Contractor breaching its obligations as to confidentiality under or in connection with this contract, the Contractor shall take such action as may be appropriate in the circumstances, including the use of disciplinary procedures in serious cases. To the fullest extent permitted by its own obligations of confidentiality to any Contractor’s people, the Contractor shall provide such evidence to the Client as the Client may reasonably require (though not so as to risk compromising or prejudicing the case) to demonstrate that the Contractor is taking appropriate steps to comply with this clause, including copies of any written communications to and/or from Contractor’s people, and any minutes of meetings and any other records which provide an audit trail of any discussions or exchanges with Contractor’s people in connection with obligations as to confidentiality.

29.13 At the written request of the Client, the Contractor shall procure that those members of the Contractor’s people identified in the Client’s request signs a confidentiality undertaking prior to commencing any work in accordance with this contract.

29.14 Nothing in this contract shall prevent the Client from disclosing the Contractor’s Confidential Information

- to any Crown Body or any other Contracting Bodies. All Crown Bodies or Contracting Bodies receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Bodies on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Body,

- to a professional adviser, contractor, consultant, supplier or other person engaged by the Client or any Crown Body (including any benchmarking organisation) for any purpose connected with this contract, or any person conducting an Office of Government Commerce Gateway Review,

- for the purpose of the examination and certification of the Client’s accounts,

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

- for the purpose of the exercise of its rights under this contract or

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

and for the purposes of the foregoing, disclosure of the Contractor’s Confidential Information shall
be on a confidential basis and subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Client under this clause 29.14.

29.15 The Client shall use all reasonable endeavours to ensure that any government department, Contracting Body, people, third party or subcontractor to whom the Contractor's Confidential Information is disclosed pursuant to the above clause is made aware of the Client's obligations of confidentiality.

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

29.17 The Client may disclose the Confidential Information of the Contractor

- to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement,
- to the extent that the Client (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions,

Option Z14 - Security Requirements

The Contractor complies, and procures the compliance of the Contractor’s people, with any Security Policy and arrangements made known by the Contracting Authority, and the Security Management Plan produced by the Contractor and the Contractor shall ensure that the Security Management Plan fully complies with the Security Policy and Contract Schedule A.

Option Z15 – Key Performance Indicators

Delete clause X20.4 and insert:

X20.4 The reference to incentive schedule and Key Performance Schedule are for the purposes of interpretation in the documents forming part of this contract the same.

X20.4(a). The Contractor is paid the price for services provided to date less the sum calculated for deduction by the KPI schedule in the Scope. The sum for deduction is assessed at the next assessment date following the Contractors reporting of the performance criteria. A sum deducted in error is included in the amount due at the next assessment date after it is agreed that the deduction was in error.

X20.4(b) If the Contractor fails to provide the key performance data required for the Service Managers assessment, the Service Manager assesses a deduction from the amount due for that assessment as the greater of:

- The deduction from the last assessment, or
- The Service Managers assessment of the deduction for the period, as notified to the Contractor with supporting calculations.

**Option Z16 - Tax Compliance**

Insert new clauses:

29.18 The Contractor represents and warrants that at the Contract Date, it has notified the Client in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasions of Tax Non-Compliance.

29.19 If, at any point prior to the defects date, an Occasion of Tax Non-Compliance occurs, the Contractor shall

- notify the Client in writing of such fact within 5 days of its occurrence and
- promptly provide to the Client
  - details of the steps which the Contractor is taking to address the Occasions of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant and
  - such other information in relation to the Occasion of Tax Non-Compliance as the Client may reasonably require.

29.20 The relationship between Client and the Contractor shall be that of “independent contractor” which means that the Contractor is not a Client employee, worker, agent or partner, and the Contractor shall not give the impression that they are. As this is not an employment Contract, the Contractor shall be fully responsible for all their own tax, including any national insurance contributions arising from carrying out the Services.

**Option Z22 - Fair payment**

Insert a new clause:

57.1 The Contractor assesses the amount due to a Subcontractor without taking into account the amount certified by the Service Manager.

57.2 The Contractor includes in the contract with each Subcontractor

- a period for payment of the amount due to the Subcontractor not greater than 5 days after the final date for payment in this contract. The amount due includes, but is not limited to, payment for work which the Subcontractor has completed from the previous assessment date up to the current assessment date in this contract,
- a provision requiring the Subcontractor to include in each subsubcontract the same requirement (including this requirement to flow down, except that the period for payment is to be not greater than 9 days after the final date for payment in this contract and
• a provision requiring the Subcontractor to assess the amount due to a subsubcontractor without taking into account the amount paid by the Contractor.

Option Z42 - The Housing Grants, Construction and Regeneration Act 1996

Add an additional clause Y2.6

Y2.6

If Option Y(UK)2 is said to apply then notwithstanding that this contract relates to the carrying out of construction operations other than in England or Wales or Scotland, the Act is deemed to apply to this contract.

Option Z44 - Intellectual Property Rights

Delete clause 22 and insert the following clause

In this clause 22 only:

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

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

22.2 The Client may assign novate or otherwise transfer its rights and obligations under the licence granted pursuant to 22.1 to a Crown Body or to anybody (including any private sector body) which performs or carries on any functions and/or activities that previously had been performed and/or carried on by the Client.

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

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

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

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

22.7 The Contractor supplies copies of the Documents to the Service Manager and to the Client’s other contractors and consultants for no additional fee to the extent necessary to enable them to discharge their respective functions in relation to this contract or related works.

22.8 After the termination or conclusion of the Contractor’s employment hereunder, the Contractor supplies the Service Manager with copies and/or computer discs of such of the Documents as the Service Manager may from time to time request and the Client pays the Contractor’s reasonable costs for producing such copies or discs.

22.9 In carrying out the works the Contractor does not infringe any Intellectual Property Rights of any third party. The Contractor indemnifies the Client against claims, proceedings,
compensation and costs arising from an infringement or alleged infringement of the Intellectual Property Rights of any third party.

**Option Z47 - Small and Medium Sized Enterprises (SMEs)**

Insert new clause:

26.5

The *Contractor* is required to take all reasonable steps to engage SMEs as Subcontractors and to seek to ensure that no less than the SME percentage of Subcontractors stated in the Contract Data are SMEs or that a similar proportion of the Defined Cost is undertaken by SMEs.

The *Contractor* is required to report to the *Client* in its regular contract management monthly reporting cycle the numbers of SMEs engaged as Subcontractors and the value of the Defined Cost that has been undertaken by SMEs.

Where available, the *Contractor* is required to tender its Subcontracts using the same online electronic portal as was provided by the *Client* for the purposes of tendering this contract.

The *Contractor* is to ensure that the terms and conditions used to engage Subcontractors are no less favourable than those of this contract. A reason for the *Service Manager* not accepting subcontract documents proposed by the *Contractor* is that they are unduly disadvantageous to the Subcontractor.

**Option Z48 - Apprenticeships**

Insert new clause:

26.6

The *Contractor* takes all reasonable steps to employ apprentices, and reports to the *Client* the numbers of apprentices employed and the wider skills training provided, during the delivery of the service.
The Contractor takes all reasonable steps to ensure that no less than a percentage of its people (agreed between the Parties) are on formal apprenticeship programmes or that a similar proportion of hours worked in Providing the Services, (which may include support staff and Subcontractors) are provided by people on formal apprenticeship programmes.

The Contractor makes available to its people and Subcontractors working on the contract, information about the Government’s Apprenticeship programme and wider skills opportunities.

The Contractor provides any further skills training opportunities that are appropriate for its people engaged in Providing the Services.

The Contractor provides a report detailing the following measures in its regular contract management monthly reporting cycle and is prepared to discuss apprenticeships at its regular meetings with the Service Manager:

- the number of people during the reporting period employed on the contract, including support staff and Subcontractors,
- the number of apprentices and number of new starts on apprenticeships directly initiated through this contract,
- the percentage of all people taking part in an apprenticeship programme,
- if applicable, an explanation from the Contractor as to why it is not managing to meet the specified percentage target,
- actions being taken to improve the take up of apprenticeships and
- other training/skills development being undertaken by people in relation to this contract, including:
  (a) work experience placements for 14 to 16 year olds,
  (b) work experience/work trial placements for other ages,
  (c) student sandwich/gap year placements,
  (d) graduate placements,
  (e) vocational training,
  (f) basic skills training and
  (g) on site training provision/ facilities.
SCHEDULE A

1. CONTRACT SCHEDULE J - SECURITY PROVISIONS

1.1 Definitions

For the purposes of this schedule the following terms shall have the meanings given below:

"Affiliates" in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;

"Breach of Security" in accordance with the Security Requirements and the Security Policy, the occurrence of:

(a) any unauthorised access to or use of the works the Client Premises, the Affected Properties, the Contractor System and/or any ICT, information or data (including the Confidential Information and the Client Data) used by the Client and/or the Contractor in connection with this contract; and/or

(b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Client Data), including any copies of such information or data, used by the Client and/or the Contractor in connection with this contract.

"Clearance" means national security clearance and employment checks undertaken by and/or obtained from the Defence Vetting Agency;

"Contractor Equipment" the hardware, computer and telecoms devices and equipment supplied by the Contractor or its Subcontractors (but not hired, leased or loaned from the Client) for the carrying out of the works;

"Contractor Software" software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of carrying out of the works;

"Contractor System" the information and communications technology system used by the Contractor in carrying out of the works including the Software, the Contractor Equipment and related cabling (but excluding the Client System);

"Control" means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management.
and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "Controls" and "Controlled" shall be interpreted accordingly;

"Default" any breach of the obligations of the relevant party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant party, its employees, servants, agents or Sub contractors in connection with or in relation to the subject-matter of this contract and in respect of which such party is liable to the other;

"Dispute Resolution Procedure" the dispute resolution procedure set out in this contract (if any) or as agreed between the parties;

"Client Premises" means premises owned, controlled or occupied by the Client or its Affiliates which are made available for use by the Contractor or its Subcontractors for carrying out of the works (or any of them) on the terms set out in this contract or any separate agreement or licence;

"Client System" the Client's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Client or the Contractor in connection with this contract which is owned by or licensed to the Client by a third party and which interfaces with the Contractor System or which is necessary for the Client to receive the works;

"Environmental Information Regulations" the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such regulations;

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

"Good Industry Practice" the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector;

"ICT" information and communications technology;

"ICT Environment" the Client System and the Contractor System;

"Impact Assessment" an assessment of a Compensation Event;
"Information" has the meaning given under section 84 of the Freedom of Information Act 2000;

"Information Assets Register" the register of information assets to be created and maintained by the Contractor throughout the carrying out of the works as described in the contract (if any) or as otherwise agreed between the parties;

"ISMS" the Information Security Management System as defined by ISO/IEC 27001. The scope of the ISMS will be as agreed by the parties and will directly reflect the scope of the works;

"Know-How" all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know how relating to the works but excluding know how already in the Contractor’s or the Client’s possession before this contract;

"List x" means, in relation to a Subcontractor, one who has been placed on List x in accordance with Ministry of Defence guidelines and procedures, due to that Sub contractor undertaking work on its premises marked as CONFIDENTIAL or above;

"Malicious Software" any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;

"Process" has the meaning given to it under the Data Protection Legislation but, for the purposes of this contract, it shall include both manual and automatic processing;

"Protectively Marked" shall have the meaning as set out in the Security Policy Framework.

"Regulatory Bodies" those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this contract or any other affairs of the Client and "Regulatory Body" shall be construed accordingly;

"Request for Information" a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
"Security Management Plan" means the Contractor's security plan prepared pursuant to paragraph 1.5.3 of schedule J (Security Management Plan) an outline of which is set out in Appendix 1 of schedule J (Security Management Plan);

"Security Policy Framework" means the Cabinet Office Security Policy Framework (available from the Cabinet Office Security Policy Division);

"Security Requirements" means the requirements in the contract relating to security of the carrying out of the works (if any) or such other requirements as the Client may notify to the Contractor from time to time;


"Software" Specially Written Software, Contractor Software and Third Party Software;

"Specially Written Software" any software created by the Contractor (or by a third party on behalf of the Contractor) specifically for the purposes of this contract;

"Staff Vetting Procedures" the Client's procedures and departmental policies for the vetting of personnel whose role will involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measures, including, but not limited to, the provisions of the Official Secrets Act 1911 to 1989;

"Statement of Applicability" shall have the meaning set out in ISO/IEC 27001 and as agreed by the parties during the procurement phase;

"Standards" the British or international standards, Client's internal policies and procedures, Government codes of practice and guidance together with any other specified policies or procedures referred to in this contract (if any) or as otherwise agreed by the parties;

"Third Party Software" software which is proprietary to any third party other than an Affiliate of the Contractor which is or will be used by the Contractor for the purposes of carrying out of the works; and

1.2 Introduction

1.2.1 This schedule covers:
1.2.1.1 principles of protective security to be applied in carrying out of the works;
1.2.1.2 wider aspects of security relating to carrying out of the works;
1.2.1.3 the development, implementation, operation, maintenance and continual improvement of an ISMS;
1.2.1.4 the creation and maintenance of the Security Management Plan;
1.2.1.5 audit and testing of ISMS compliance with the Security Requirements;
1.2.1.6 conformance to ISO/IEC 27001 (Information Security Requirements Specification) and ISO/IEC27002 (Information Security Code of Practice) and;
1.2.1.7 obligations in the event of actual, potential or attempted breaches of security.

1.3 Principles of Security

1.3.1 The Contractor acknowledges that the Client places great emphasis on the confidentiality, integrity and availability of information and consequently on the security provided by the ISMS.

1.3.2 The Contractor shall be responsible for the effective performance of the ISMS and shall at all times provide a level of security which:

1.3.2.1 is in accordance with Good Industry Practice, the law of the contract and this contract;

1.3.2.2 complies with the Security Policy;

1.3.2.3 complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4) available from the Cabinet Office Security Policy Division (COSPD);

1.3.2.4 meets any specific security threats to the ISMS; and

1.3.2.5 complies with ISO/IEC27001 and ISO/IEC27002 in accordance with paragraph 1.3.2 of this schedule;

1.3.2.6 complies with the Security Requirements; and

1.3.2.7 complies with the Client’s ICT standards.

1.3.3 The references to standards, guidance and policies set out in paragraph 1.3.2.2 shall be deemed to be references to such items as developed and
updated and to any successor to or replacement for such standards, guidance and policies, from time to time.

1.3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Contractor gives an early warning to the Service Manager of such inconsistency immediately upon becoming aware of the same, and the Service Manager shall, as soon as practicable, advise the Contractor which provision the Contractor shall be required to comply with.

1.4 ISMS and Security Management Plan

1.4.1 Introduction:

(i) The Contractor shall develop, implement, operate, maintain and continuously improve and maintain an ISMS which will, without prejudice to paragraph 1.3.2, be accepted, by the Service Manager, tested in accordance with the provisions relating to testing as set out in the contract (if any) or as otherwise agreed between the Parties, periodically updated and audited in accordance with ISO/IEC 27001.

1.4.1.1 The Contractor shall develop and maintain a Security Management Plan in accordance with this Schedule to apply during the carrying out of the works.

1.4.1.2 The Contractor shall comply with its obligations set out in the Security Management Plan.

1.4.1.3 Both the ISMS and the Security Management Plan shall, unless otherwise specified by the Client, aim to protect all aspects of the works and all processes associated with carrying out the works, including the construction, use, alterations or demolition of the works, the Contractor System and any ICT, information and data (including the Client Confidential Information and the Client Data) to the extent used by the Client or the Contractor in connection with this contract.

1.4.2 Development of the Security Management Plan:

1.4.2.1 Within 20 Working Days after the Contract Date and in accordance with paragraph 1.4.4 (Amendment and Revision), the Contractor will prepare and deliver to the Service Manager for acceptance a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan set out in Appendix 2 of this Part 2 of this Contract Schedule J.
1.4.2.2 If the Security Management Plan, or any subsequent revision to it in accordance with paragraph 1.4.4 (Amendment and Revision), is accepted by the Service Manager it will be adopted immediately and will replace the previous version of the Security Management Plan at Appendix 2 of this Part 2 of this Contract Schedule J. If the Security Management Plan is not accepted by the Service Manager the Contractor shall amend it within 10 Working Days or such other period as the parties may agree in writing of a notice of non-acceptance from the Service Manager and re-submit to the Service Manager for accepted. The parties will use all reasonable endeavours to ensure that the acceptance process takes as little time as possible and in any event no longer than 15 Working Days (or such other period as the parties may agree in writing) from the date of its first submission to the Service Manager. If the Service Manager does not accept the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure. No acceptance to be given by the Service Manager pursuant to this paragraph 1.4.2.2 of this schedule may be unreasonably withheld or delayed. However any failure to accept the Security Management Plan on the grounds that it does not comply with the requirements set out in paragraph 1.4.3.4 shall be deemed to be reasonable.

1.4.3 Content of the Security Management Plan:

1.4.3.1 The Security Management Plan will set out the security measures to be implemented and maintained by the Contractor in relation to all aspects of the works and all processes associated with carrying out of the works and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the works comply with the provisions of this schedule (including the principles set out in paragraph 1.3);

1.4.3.2 The Security Management Plan (including the draft version) should also set out the plans for transiting all security arrangements and responsibilities from those in place at the Contract Date to those incorporated in the Contractor’s ISMS at the date notified by the Service Manager to the Contractor for the Contractor to meet the full obligations of the Security Requirements.

1.4.3.3 The Security Management Plan will be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other schedules of this contract which cover specific areas included within that standard.

1.4.3.4 The Security Management Plan shall be written in plain English in language which is readily comprehensible to the staff of the Contractor and the Client engaged in the works and shall only
reference documents which are in the possession of the Client or whose location is otherwise specified in this schedule.

1.4.4 Amendment and Revision of the ISMS and Security Management Plan:

1.4.4.1 The ISMS and Security Management Plan will be fully reviewed and updated by the Contractor annually or from time to time to reflect:

(a) emerging changes in Good Industry Practice;
(b) any change or proposed change to the Contractor System, the works and/or associated processes;
(c) any new perceived or changed security threats; and
(d) any reasonable request by the Service Manager.

1.4.4.2 The Contractor will provide the Service Manager with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and Security Management Plan at no additional cost to the Client. The results of the review should include, without limitation:

(a) suggested improvements to the effectiveness of the ISMS;
(b) updates to the risk assessments;
(c) proposed modifications to the procedures and controls that effect information security to respond to events that may impact on the ISMS; and
(d) suggested improvements in measuring the effectiveness of controls.

1.4.4.3 On receipt of the results of such reviews, the Service Manager will accept any amendments or revisions to the ISMS or Security Management Plan in accordance with the process set out at paragraph 1.4.2.2.

1.4.4.4 Any change or amendment which the Contractor proposes to make to the ISMS or Security Management Plan (as a result of a Service Manager’s request or change to the works or otherwise) shall be subject to the early warning procedure and shall not be implemented until accepted in writing by the Service Manager.

1.4.5 Testing
1.4.5.1 The Contractor shall conduct Security Tests of the ISMS on an annual basis or as otherwise agreed by the parties. The date, timing, content and conduct of such Security Tests shall be agreed in advance with the Service Manager.

1.4.5.2 The Service Manager shall be entitled to witness the conduct of the Security Tests. The Contractor shall provide the Service Manager with the results of such tests (in a form accepted by the Client in advance) as soon as practicable after completion of each Security Test.

1.4.5.3 Without prejudice to any other right of audit or access granted to the Client pursuant to this contract, the Service Manager and/or its authorised representatives shall be entitled, at any time and without giving notice to the Contractor, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the Contractor’s compliance with the ISMS and the Security Management Plan. The Service Manager may notify the Contractor of the results of such tests after completion of each such test. Security Tests shall be designed and implemented so as to minimise the impact on the carrying out of the works. If such tests adversely affect the Contractor’s ability to carry out the works in accordance with the Scope, the Contractor shall be granted relief against any resultant under-performance for the period of the tests.

1.4.5.4 Where any Security Test carried out pursuant to paragraphs 1.4.5.2 or 1.4.5.3 above reveals any actual or potential Breach of Security, the Contractor shall promptly notify the Service Manager of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Contractor proposes to make in order to correct such failure or weakness. Subject to the Service Manager’s acceptance in accordance with paragraph (i), the Contractor shall implement such changes to the ISMS and the Security Management Plan in accordance with the timetable agreed with the Service Manager or, otherwise, as soon as reasonably possible. Where the change to the ISMS or Security Management Plan is made to address a non-compliance with the Security Policy or Security Requirements, the change to the ISMS or Security Management Plan is Disallowed Cost.

1.5 Compliance with ISO/IEC 27001

1.5.1 Unless otherwise agreed by the parties, the Contractor shall obtain independent certification of the ISMS to ISO/IEC 27001 within 12 months of the Contract Date and shall maintain such certification until the Defects Certificate or a termination certificate has been issued.

1.5.2 In the event that paragraph 1.5.1 above applies, if certain parts of the ISMS do not conform to Good Industry Practice, or controls as described in
ISO/IEC 27002 are not consistent with the Security Policy, and, as a result, the Contractor reasonably believes that it is not compliant with ISO/IEC 27001, the Contractor shall promptly notify the Service Manager of this and the Client in its absolute discretion may waive the requirement for certification in respect of the relevant parts.

1.5.3 The Service Manager shall be entitled to carry out such regular security audits as may be required and in accordance with Good Industry Practice, in order to ensure that the ISMS maintains compliance with the principles and practices of ISO 27001.

1.5.4 If, on the basis of evidence provided by such audits, it is the Service Manager's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 is not being achieved by the Contractor, then the Service Manager shall notify the Contractor of the same and give the Contractor a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to become compliant with the principles and practices of ISO/IEC 27001. If the Contractor does not become compliant within the required time then the Service Manager has the right to obtain an independent audit against these standards in whole or in part.

1.5.5 If, as a result of any such independent audit as described in paragraph 1.5.4 the Contractor is found to be non-compliant with the principles and practices of ISO/IEC 27001 then the Contractor shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Client in obtaining such audit.

1.6 Breach of Security

1.6.1 Either party shall give an early warning to the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.

1.6.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in paragraph 1.6.1, the Contractor shall:

1.6.2.1 immediately take all reasonable steps necessary to:

(a) remedy such breach or protect the integrity of the ISMS against any such potential or attempted breach or threat; and

(b) prevent an equivalent breach in the future.

such steps shall include any action or changes reasonably required by the Service Manager; and
1.6.2.2 as soon as reasonably practicable provide to the Service Manager full details (using such reporting mechanism as defined by the ISMS) of the Breach of Security or the potential or attempted Breach of Security.

Appendix 1 – Contractor’s Security Management Plan
Facilities Management Contract for UKRI

UKRI-2104

Key Performance Indicators
## Performance Measurement and Key Performance Indicators (KPIs)

Performance to KPIs will be reviewed as part of the monthly/quarterly report from shared data within the CAFM and CEMAR system. Both systems will be provided to the Supplier as part of the contract. The Supplier shall include the results in the Monthly/Quarterly Performance Report. Where CAFM reports are used it is the Supplier’s responsibility to ‘complete’ the actions required on the CAFM system. The Supplier has access to all CEMAR and CAFM reporting required to support and produce the KPI report.

<table>
<thead>
<tr>
<th>KPI Number</th>
<th>Service Credit applies</th>
<th>CONTRACT DELIVERY</th>
<th>Required activity</th>
<th>How measured</th>
<th>Level of acceptance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Yes</td>
<td>Complete the ‘routine PPM maintenance’ as specified in the contract.</td>
<td>Completion of all Service Schedule tasks for the period, unless otherwise agreed between both parties. Completion means recorded as ‘completed’ on the CAFM system by the Supplier, within the range below of the agreed date. Monthly tasks +/- 7 working days. Quarterly tasks +/- 14 working days. Annual tasks +/- 14 working days.</td>
<td>Data is taken from CAFM system</td>
<td>100% of Service Schedule completed in line with the PPM schedule on the CAFM system. ≥99.99% to &lt;85.00%. Complete a Performance Improvement Tracker &gt;84.99%. Complete a Performance Improvement Tracker and Service credit shall apply.</td>
</tr>
<tr>
<td>2</td>
<td>Yes</td>
<td>Attendance of reactive instructions</td>
<td>Reactive instructions are attended to within specified priority timescales (reported at P1, P2 &amp; P3 level)</td>
<td>Data is taken from CAFM system</td>
<td>90% of reactive instructions are attended to in P1, P2 &amp; P3 timescales. ≥89.99% to &lt;80.00%. Complete a Performance Improvement Tracker &gt;79.99%. Complete a Performance Improvement Tracker and Service credit shall apply.</td>
</tr>
<tr>
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<td></td>
</tr>
</tbody>
</table>
| 3 | No | Completion of reactive instructions | Reactive instructions are permanently resolved and completed on CAFM, within specified priority timescales (reported at P1, P2 & P3) | Data is taken from CAFM system | 90% of reactive instructions are permanently resolved and completed on CAFM in P1, P2 & P3 timescales  
≥89.99%  
Complete a Performance Improvement Tracker |
| 4 | No | Attendance of remedial instructions | Remedial instructions are attended to within specified priority timescales (reported at P4 level) | Data is taken from CAFM system | 90% of reactive instructions are attended to in P4 timescales  
≥89.99%  
Complete a Performance Improvement Tracker |
| 5 | No | Completion of remedial instructions | Reactive instructions are permanently resolved and completed on CAFM, within specified priority timescales (reported at P4 level) | Data is taken from CAFM system | 90% of reactive instructions are permanently resolved and completed on CAFM in P4 timescales  
≥89.99%  
Complete a Performance Improvement Tracker |
| 6 | Yes | Documentation | For PPM, all relevant documentation – including service records, test and compliance certificates, are uploaded onto CAFM and communicated to the Service Manager within timescales outlined in the Contract | Data is taken from CAFM system | 100% of all documentation is communicated within timescales in the Contract  
≥99.99% to  
<85.00%  
Complete a Performance Improvement Tracker  
>84.99%  
Complete a Performance Improvement Tracker and Service credit shall apply |
<p>| 7 | Yes | Site Familiarisation | The number of instances where STFC have to provide Client Escorting to Client / suppliers records | Target is no more than 1 instance |   |</p>
<table>
<thead>
<tr>
<th>No</th>
<th>Requirement</th>
<th>Measurement</th>
<th>Target</th>
<th>Improvement Tracker</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>No Quotations issued on time</td>
<td>All quotations for reactive and remedial works (and other tasks) are issued to STFC within timescales specified in the contract</td>
<td>Measured using CEMAR/ CAFM</td>
<td>Between 1 and 2 instances&lt;br&gt;Complete a Performance Improvement Tracker&lt;br&gt;3 or more instances&lt;br&gt;Complete a Performance Improvement Tracker and Service credit shall apply</td>
</tr>
<tr>
<td>9</td>
<td>No Cost</td>
<td>For planned works, Payment Applications are submitted within 30 days of completing a task and PPM. The process for Payments Applications should be followed</td>
<td>Measured using CEMAR/ CAFM</td>
<td>100%&lt;br&gt;≥99.99%&lt;br&gt;Complete a Performance Improvement Tracker</td>
</tr>
<tr>
<td>10</td>
<td>No SHE- To ensure the adherence to all Health and Safety regulations and policies.</td>
<td>Measured as the number of RIDDORS (reportable incidents)</td>
<td>Supplier H&amp;S records</td>
<td>The number of RIDDORS shall not be greater than 1 at any one time&lt;br&gt;More than 1&lt;br&gt;Complete a Performance Improvement Tracker</td>
</tr>
</tbody>
</table>
Facilities Management Contract for UKRI

UKRI-2104

Pricing Document
CONTRACT UKRI-2014

This agreement is made on the 2nd Day of November 2022 between:

(1) United Kingdom Research and Innovation, a statutory corporation whose registered office is at Polaris House, North Star Avenue, Swindon, England, SN2 1FL ("the Client"); and

(2) Airco Refrigeration and Air Conditioning Limited, a company incorporated and registered in the United Kingdom with company number 03418561 and registered VAT number 698272676 whose registered office is at Airco House, Goulton Street, Hull,HU3 4DL (the "Contractor").

For the provision of the following service: STFC Air-Conditioning Maintenance, Reactive, Remedial and Project Installations

1. The Contractor will Provide the Service in accordance with the conditions of contract identified in the Contract Data.

2. The Client will pay the Contractor the amount due and carry out its duties in accordance with the conditions of contract identified in the Contract Data.

3. The documents forming this agreement are:
   - Contract Data part one
   - Contract Data part two and
   - The documents identified in Contract Data.

Signed for and on behalf of the Client
Signature: [Redacted]
Name: [Redacted]
Position: [Redacted]
Date: 04/11/22

Signed for and on behalf of the Contractor
Signature: [Redacted]
Name: [Redacted]
Position: [Redacted]
Date: 02/11/2022