

Restoration and Renewal Programme

Parliamentary Relationship Agreement



HOUSES OF PARLIAMENT
RESTORATION & RENEWAL

May 2020

DATED

8 APRIL 2020

**THE CORPORATE OFFICER OF THE HOUSE OF LORDS (1)
THE CORPORATE OFFICER OF THE HOUSE OF COMMONS (2)
AND
THE PARLIAMENTARY WORKS SPONSOR BODY (3)**

PARLIAMENTARY RELATIONSHIP AGREEMENT

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Schedules providing lists or further information		
List of Schedules		Description
		<i>Each of these Schedules is a living document which shall be regularly updated by the Parties</i>
1	Scope	An outline description of the Programme and scope of the Works as at the Commencement Date.
2	Standards	This Schedule will set out the list of Agreed Standards.
3	Inventory of Heritage Items, Commons Library Collections and Goods	List and condition of Heritage Items, Commons Library Collections and Goods to be maintained and updated by the Corporate Officers.
4	Transferred Contracts	Contracts to be novated or assigned to the Sponsor Body and Delivery Authority, with dates of the proposed transfer.
5	Handover Works	Information pertaining to Work in Progress which is to be transferred from the Corporate Officers to the Sponsor Body.
6	External Stakeholder Register	List of external stakeholders with whom the Sponsor Body and either or both of the Corporate Officers have a relationship and details of the Stakeholder Lead, where applicable.
7	Representatives	List of Representatives appointed by the Corporate Officers and the Sponsor Body, together with the areas delegated to them.
8	Possession Table	Table setting out which party is accountable and responsible for various risks during a Worksite Possession or a Decanted Area Possession.
9	Risks	Table setting out the agreed allocation of risks between the Corporate Officers and the Sponsor Body.

Appendices of policies and procedures	
1	Parliamentary Relationship Group (PRG) Procedure
2	Variation Procedure

3	Standards Procedure
4	Security and Access Arrangements
5	Arrangements for the Removal and Care of Heritage Items and Commons Library Collections
6	Handover Procedure
7	Decant Procedure
8	Emergency Plan

	Annexes of agreements to be entered between the Parties or forms to be used
1	Data Sharing Agreement
2	Service Level Agreement
3	Agreement to Occupy Office Premises (template)
4	Agreement to Occupy for Works (Worksite Possessions) (template)
5	Agreement to Occupy for Works (Decanted Areas) (template)
6	Handover and Return Certificates (template)

JOINT FOREWORD BY THE SIGNATORIES

On 8 April 2020, the Parliamentary Buildings (Restoration and Renewal) Act 2019 entered into force. This established the Restoration and Renewal (R&R) Sponsor Body, an independent body separate from Parliament, with responsibility for overseeing the delivery of restoration works by the R&R Delivery Authority, an entity wholly owned by the Sponsor Body.

While Parliament considered it expedient to establish separate bodies to oversee and deliver the works, the success of the Programme will depend on the Sponsor Body, Delivery Authority and both House administrations working effectively together.

Accordingly, the Act requires us to enter into a Parliamentary Relationship Agreement (PRA) including, among other matters, provision for how we will co-operate with and consult one another during the restoration works. The agreement is an important document, and its provisions will prove helpful in ensuring effective collaboration which will be beneficial to both the Programme and Parliament.

The PRA sets out our respective roles and responsibilities, now and in the future, with the aim of establishing a long-term partnership that will realise the benefits of the Programme as quickly and efficiently as possible. This includes co-ordinating activity, managing dependencies and risks, sharing information, all in the spirit of continuing to develop a relationship based upon collaboration and trust.

We were pleased to sign this agreement as a living document, which will be reviewed after six months and regularly thereafter.



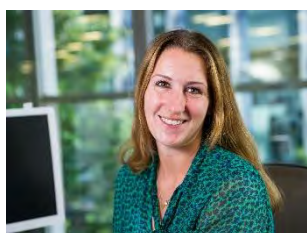
Ed Ollard

Clerk of the Parliaments (and Corporate Officer of the House of Lords)



Dr John Benger

Clerk of the House of Commons (and Corporate Officer of the House of Commons)



Sarah Johnson

Chief Executive, Restoration and Renewal Sponsor Body

THIS AGREEMENT IS MADE ON 8 APRIL 2020 IN ACCORDANCE WITH SECTION 6 OF THE PARLIAMENTARY BUILDINGS (RESTORATION AND RENEWAL) ACT 2019

BETWEEN

- (1) **THE CORPORATE OFFICER OF THE HOUSE OF LORDS** of House of Lords, London SW1A 0PW;
- (2) **THE CORPORATE OFFICER OF THE HOUSE OF COMMONS** of House of Commons, London SW1A 0PW;

(together, the “Corporate Officers”).

- (3) **THE PARLIAMENTARY WORKS SPONSOR BODY** of Palace of Westminster Restoration and Renewal Programme, First Floor, 7 Millbank, House of Commons, London SW1P 3JA (the “Sponsor Body”)

(together the “Parties” and each a “Party”).

Whereas

- a) By virtue of the Parliamentary Buildings (Restoration and Renewal) Act 2019 (the “Act”), the Sponsor Body has been established as a body corporate for the purpose of having overall responsibility for the Parliamentary building works;
- b) Section 6 of the Act requires the Sponsor Body, the Corporate Officer of the House of Commons and the Corporate Officer of the House of Lords to enter into an agreement containing provisions relating to the relationship between the Sponsor Body and Parliament;
- c) The agreement should be read in conjunction with the Act which shall take precedence over this Agreement;
- d) The Corporate Officers will liaise with the Commissions of both Houses of Parliament as necessary;
- e) During the Works there will be a need for the Parties to co-operate and work together to manage and coordinate a range of matters, including in particular the decant from, and return to the Palace of the two Houses of Parliament; and
- f) The Parties wish to ensure that their respective obligations, risks, accountabilities and stakeholder liaison arrangements are clear.

The Parties have agreed as follows:

PART 1 – PURPOSE OF THIS AGREEMENT AND ROLES OF THE PARTIES

1. PURPOSE OF THIS AGREEMENT

1.1 The purpose of this Agreement is to:

- 1.1.1. provide a mechanism for consultation and co-operation between the Sponsor Body and the Corporate Officers;
- 1.1.2. set out how the relationship is to be managed in order to ensure that the Works are carried out and delivered in accordance with the Act;
- 1.1.3. set out the Parties' understanding of the respective functions and obligations of the Sponsor Body and the Corporate Officers;
- 1.1.4. describe how the Sponsor Body and the Corporate Officers will work together in good faith; and
- 1.1.5. provide structures and mechanisms to allow risks to be managed, information to flow, money to be managed and facilities to be shared.

2. ENTIRE AGREEMENT

- 2.1 These Clauses take precedence over all attached Schedules, Appendices and Annexes.
- 2.2 As between the two Corporate Officers on the one hand and the Sponsor Body on the other this Agreement supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings, whether written or oral, relating to its subject matter.

3. THE PROGRAMME

- 3.1 The Programme comprises the Works described in Clause 23 and all of the attendant activities necessary for the Sponsor Body and the Delivery Authority to carry out their statutory functions.

4. CO-OPERATION

- 4.1 The Parties agree to co-operate and work together in mutual trust and co-operation and in good faith to support the completion of the Parliamentary building works in good time and good order, in a way that achieves value for money and ensures that the work of the two Houses can continue with as little disruption as is reasonably practical throughout those works.
- 4.2 This Agreement is not exhaustive of all matters which will require agreement and interface. Where a solution to a matter is not set out expressly in this Agreement it provides a framework for agreement and for escalation to the PRG where necessary as provided in Clause 8.
- 4.3 The Parties may agree to provide services and assistance to each other in furtherance of the Programme provided that each remains accountable for discharging their own statutory duties.

5. GENERAL BEHAVIOURS

- 5.1. In order to deliver the Programme in a way which maximises its benefits, as well as mitigating any negative effects, the Parties will adopt the following behaviours:
 - 5.1.1. adopting a collaborative and trusting approach;

- 5.1.2. coordinating activity wherever it is possible and desirable to do so;
- 5.1.3. seeking to understand each other's perspectives;
- 5.1.4. constructively challenging one another to deliver the best outcome;
- 5.1.5. being open to new ideas;
- 5.1.6. communicating openly to foster trust, transparency and honesty;
- 5.1.7. being clear where the objectives of different parties align and acknowledging where they do not;
- 5.1.8. encouraging the identification and realisation of benefits for Parliamentary business-as-usual throughout the development and delivery phases of the programme;
- 5.1.9. using best endeavours to respond to one another's requests for information and input in a timely manner; and
- 5.1.10. a shared commitment to achieving value for money.

6. DELIVERY AUTHORITY

- 6.1 Where in this Agreement there are references to the Delivery Authority, such references include the Delivery Authority's directors, staff, contractors and appointees.
- 6.2 The Parties undertake to work collaboratively with the Delivery Authority to progress the definition, design and delivery of the Works.
- 6.3 Subject to section 4(6) of the Act, the Parties acknowledge that the responsibility for managing the relationship between the Sponsor Body and the Delivery Authority is conferred on the Sponsor Body and accordingly the Corporate Officers shall not:
 - 6.3.1 resolve or reach agreement between themselves and the Delivery Authority on any matter in connection with the Works or this Agreement;
 - 6.3.2 provide the Delivery Authority with or accept from the Delivery Authority information other than routine information without informing the Sponsor Body; or
 - 6.3.3 give any instruction to or accept any instruction from the Delivery Authority, without the consent of the Sponsor Body,
 except by agreement between the Representatives.
- 6.4 The Parties agree that the Delivery Authority will join the Data Sharing Agreement and the Service Level Agreement following its incorporation.

7. REPRESENTATIVES

- 7.1 The Sponsor Body and each Corporate Officer shall identify people to serve from time to time as their nominated representatives under this Agreement and shall notify the other Parties in writing of these appointments, and the termination of any such appointment. The appointees extant at any time shall be known as the "Representatives" and will be set out in Schedule 7 (Representatives).
- 7.2 It is for each Party to determine at their discretion the number of Representatives that Party is to nominate and the extent of the delegation to each of them.
- 7.3 Day to day liaison between the Sponsor Body and the Corporate Officers shall be through the persons who have day to day responsibility for the relevant functions on

behalf of each of the Parties, with the first tier of escalation being through the Representatives.

8. PARLIAMENTARY RELATIONSHIP GROUP

- 8.1 The Parties shall establish a group, the Parliamentary Relationship Group (the “PRG”), to provide a forum for discussions, resolution of disputes and other matters which require agreement between the Parties and which are not agreed or resolved between the Representatives.
- 8.2 The PRG shall be comprised of the Clerk of the House of Commons, the Clerk of the Parliaments and the Chief Executive of the Sponsor Body in person. The PRG may invite any other person from their members’ organisations (including relevant Representatives), or from the Delivery Authority, to attend from time to time in order to provide information or assistance. The PRG may also invite the Chief Executive of the Delivery Authority to attend the PRG from a date to be agreed.
- 8.3 The PRG shall be a non-voting body. However, if agreement on any matter is reached at the PRG unanimously, it shall be recorded in a subsequent written exchange between the Parties (whether or not it also entails an amendment to this Agreement).
- 8.4 Without limitation, the following matters may be referred to the PRG:
- 8.4.1 disputes;
 - 8.4.2 the handling of Significant Risk;
 - 8.4.3 the nature, scope and cost of those facilities and shared services to be provided to the Sponsor Body by the Corporate Officers, and vice versa, from time to time throughout the Programme;
 - 8.4.4 variations and changes to this Agreement proposed by a Party as provided in paragraphs 2.1 to 2.3 of the Variation Procedure; and
 - 8.4.5 any other matters relating to the Programme which the Parties decide to discuss at PRG level.
- 8.5 The working arrangements, provisions for a secretariat, rules regarding conduct of meetings and processes for the PRG have been developed between the Parties and documented in a PRG Procedure set out in Appendix 1.
- 8.6 The PRG Procedure may be amended from time to time by agreement by the PRG itself.

9. MANAGEMENT OF DEPENDENCIES

- 9.1 The Corporate Officers, either jointly or severally, agree to consult and engage with the Sponsor Body before taking a decision which may have a material impact on the Works (but the Sponsor Body acknowledges that this may not be possible in an Emergency).
- 9.2 The Sponsor Body agrees to consult and engage with either or both of the Corporate Officers, as appropriate, before taking a decision which may have a material impact on the business of either or both Houses of Parliament (but the Corporate Officers acknowledge that this may not be possible in an Emergency).
- 9.3 Where one or both of the Corporate Officers are responsible for the delivery of a Parliamentary project, the progress or completion of which is a necessary condition for the Timely progress of the Works, the relevant Corporate Officer shall use best

endeavours to deliver the project within the timescales agreed between the Parties in discussion and in the PRG.

- 9.4 The Parties agree to maintain an Integrated Schedule and to seek to optimise time and cost between their respective programmes and projects as far as reasonably practical.

10. RISK MANAGEMENT

- 10.1 The Parties agree to liaise with one another regarding the management of risks.
- 10.2 The Sponsor Body shall develop a risk management strategy, in accordance with the HM Treasury Orange Book: 'Management of Risk: Principles and Concepts'.
- 10.3 The Corporate Officers will normally (unless agreed otherwise) own risks which survive the Programme and the Sponsor Body will own risks which do not have consequences beyond the life of the Programme.
- 10.4 The Party that is responsible for achievement of an objective is responsible for managing the risks to the achievement of that objective. The agreed allocation of risks between the Corporate Officers and the Sponsor Body is set out in Schedule 9 (Risks).

11. ENGAGEMENT WITH MEMBERS, STAFF AND THE PUBLIC

- 11.1 The Sponsor Body will consult the Corporate Officers on the development of its strategy to consult Members under section 5 of the Act and its arrangements for seeking the views of the Corporate Officers' Personnel, Members' staff in either House and the public under section 2(4) of the Act (and in both cases including any future revisions of the strategy or arrangements for these). The Sponsor Body's arrangements for seeking the views of the Corporate Officers' Personnel will require prior agreement with the Corporate Officers.

12. EXTERNAL STAKEHOLDERS

- 12.1 The Parties agree to work together to identify External Stakeholders who are entitled to be consulted, will be directly affected by the Works or will be required to provide any form of agreement, consent or permission in respect of the Works ("External Stakeholders"). The Sponsor Body agrees to establish and maintain a register of such External Stakeholders to which the Corporate Officers may input (as set out in Schedule 6 (External Stakeholder Register)).
- 12.2 The Parties shall agree in the case of each External Stakeholder whether the management and communication should be coordinated between them or whether each Party will have its own independent relationship.
- 12.3 Where it is agreed that there ought to be a coordinated approach with a particular External Stakeholder, the Parties shall also agree which of them will own that relationship (the "Stakeholder Lead"). The Stakeholder Lead shall be accountable for managing the relationship with the relevant External Stakeholder after agreeing the approach with the other Parties.

13. OFFICE SPACE

- 13.1 The Parties may agree that the Sponsor Body may occupy office space in the Palace or elsewhere within the Parliamentary Estate. The size, space and location of such office space may change from time to time to suit the needs of the relevant Parties who shall consult each other on any changes in requirements accordingly.

- 13.2 The Sponsor Body shall agree the office space and its location with the Corporate Officer(s) and on each occasion office space is granted, the Parties shall enter the relevant form of agreement to occupy in the form set out in Annex 3 (subject to such modifications as the Parties consider necessary for the particular space to be occupied).
- 13.3 Where the Delivery Authority is to occupy office space in the Palace or on the Parliamentary Estate, the Sponsor Body must ensure that the Delivery Authority also enters into an agreement with the Corporate Officers or either of them, in a form similar to the agreement set out in Annex 3.

14. COSTS AND RECHARGE

- 14.1 In the interests of regularity, as required in Managing Public Money, there will be a recharge regime for services and facilities provided by the Corporate Officers to the Sponsor Body or by the Sponsor Body to either or both of the Corporate Officers. This is to be managed under a Service Level Agreement ("SLA") entered pursuant to Clause 51.2, where the cost is deemed to be material.
- 14.2 The amount to be recharged and the process for payment or accounting will be agreed between the Directors of Finance for both Houses of Parliament and the Sponsor Body.
- 14.3 Any sums and the mechanisms for payment which the Parties agree will be recharged under this Clause 14 will be provided in the relevant SLA.
- 14.4 It is acknowledged by the Parties that the Corporate Officers will carry out activities which are related to or affected by the Programme. Neither the Sponsor Body nor the Delivery Authority shall make any payment to the Corporate Officers in respect of any such related activity except that which is agreed in relation to a service and facility provided by the Corporate Officers in accordance with Clause 51.1.

15. AGREED STANDARDS

- 15.1 In order to ensure a common way of working and to integrate the Programme into the operation and administration of the Houses of Parliament, the Parties acknowledge that it would be beneficial to agree certain technical, design and operational standards or ways of working.
- 15.2 The Parties will establish a Standards Group, which will include the Delivery Authority as a party, to work collaboratively to develop and agree such standards according to the procedure set out in Appendix 3.
- 15.3 Any standards which are agreed at the Commencement Date are set out in Schedule 2 (Standards), and others shall be added as and when they are agreed by the Parties.
- 15.4 The Sponsor Body will comply with the Agreed Standards and will ensure that the Delivery Authority does likewise in both the design and delivery of the Works.
- 15.5 It is agreed that the Works shall not be Complete unless they meet the Agreed Standards or unless the Parties agree otherwise.

PART 2 – ACCOUNTABILITY, TRANSPARENCY AND ETHICS

16. PROGRAMME INFORMATION AND REPORTING

- 16.1 Every three months and subject to any confidentiality obligations, the Sponsor Body shall provide reports (“Quarterly Reports”) to the Corporate Officers setting out the following:
- 16.1.1 an update on the recent and planned activity of the Sponsor Body and Delivery Authority, including consultation and engagement with both Houses of Parliament;
 - 16.1.2 the latest Integrated Schedule for the works of restoration and renewal to the Palace, Other Works, and Northern Estate Programme; and
 - 16.1.3 an overview of the Programme’s costs, risks and assurance activities.
- 16.2 The Quarterly Reports are to assist the Parties in keeping abreast of activity and are for transparency and forward planning. The Quarterly Reports are not, for the avoidance of doubt, a means of formal notification, assurance, consultation or approval.

17. ACCOUNTABILITY TO PARLIAMENT

- 17.1 The Sponsor Body is accountable to Parliament for the Works in accordance with its duties under the Act.
- 17.2 In pursuance of this accountability, the Sponsor Body shall nominate two Parliamentary members of its Board (one drawn from each House) and agree substitutes as required, to act as spokespeople in each House and to answer Parliamentary questions, make written statements and participate in debates on the Works as required.
- 17.3 With respect to any Parliamentary questions of relevance to the Programme received by the spokespeople for the Sponsor Body, House Commissions and Estimates Commission, the Parties shall coordinate their responses to these, at official level, where appropriate.

18. ASSURANCE

- 18.1 The Sponsor Body has been established to take overall responsibility for the Parliamentary Building Works, and it is therefore responsible for providing assurance on the Programme, including for the work of the Delivery Authority. In discharging this role, the Sponsor Body shall adopt an assurance framework which is based on best practice and the ‘Three Lines of Defence’ model. The Sponsor Body will provide information to the Corporate Officers about its assurance activities in this regard. The Corporate Officers will also provide information to the Sponsor Body about their assurance activities regarding programmes and projects under their control on which the Programme is dependent.

19. PARLIAMENTARY BEHAVIOUR CODE

- 19.1 The Sponsor Body undertakes to apply the Parliamentary Behaviour Code as part of its internal complaints process and shall require the Delivery Authority to do the same.

20. MODERN SLAVERY ETC.

- 20.1 The Sponsor Body agrees that it will comply with all applicable laws, statutes and regulations in force from time to time including but not limited to the Modern Slavery Act 2015 and will require that the Delivery Authority does likewise.

21. LIVING WAGE

- 21.1 The Sponsor Body agrees that it will pay its staff no less than the London Living Wage and will require that the Delivery Authority does likewise. This requirement will be cascaded within the supply chain for onsite and London-based roles while roles based outside of London will be paid no less than the Real Living Wage.

22. DIVERSITY AND INCLUSION

- 22.1 The Sponsor Body agrees to develop and implement a combined diversity strategy with the Delivery Authority (the “Equality, Diversity and Inclusion Strategy”).
- 22.2 In drawing up the Equality, Diversity and Inclusion Strategy the Sponsor Body will have regard to the diversity and inclusion strategies of both Houses of Parliament and to the Public Sector Equality Duty under the Equality Act 2010.

PART 3 – THE WORKS

23. THE SCOPE OF THE PARLIAMENTARY BUILDING WORKS

- 23.1 The Parties have agreed to record their shared understanding of the scope of the works in respect of which the Delivery Authority will make proposals for approval by Parliament under section 7 of the Act. Further information about the scope of those works is set out in Schedule 1 (Scope).
- 23.2 The works referred to in Clause 23.1 are works of restoration and renewal to the Palace under section 1(1)(a) of the Act, together with any works under section 1(1)(c) of the Act. Restoration and renewal does not include:
- 23.2.1 NEP works unless and to the extent designated pursuant to section 1(1)(b) of the Act;
 - 23.2.2 business as usual maintenance or upkeep of the Palace or repairs prior to the Decanted Area Date;
 - 23.2.3 any works commenced or instructed by the Corporate Officers, or either of them, before the coming into force of the Act.

Works by the Corporate Officers after the Commencement Date

- 23.3 If either or both of the Corporate Officers propose to carry out works in the Palace after the Commencement Date, the relevant Corporate Officer shall make the Sponsor Body aware of the proposal and have regard to the Sponsor Body or Delivery Authority's views as to the necessity of such work in the light of the proposals made (or to be made) by the Delivery Authority under section 7 of the Act and the impact that such works may have on the section 7 proposals or the Works.

Incomplete Works

- 23.4 Any works of maintenance or repair to the Palace which are incomplete at the Decanted Area Date for the Palace may be incorporated into the scope of the Parliamentary building works, if and to the extent that the Sponsor Body agrees that they are still required as preliminary to the restoration and renewal of the Palace.
- 23.5 If such works are not required, the Corporate Officers agree to terminate the relevant contracts and close down worksites before granting the relevant Possession.
- 23.6 If such works are required, the rights and liabilities of the Corporate Officers, or either of them, under the relevant contracts will be transferred to the Sponsor Body or Delivery Authority.
- 23.7 If necessary, further funding approval will be sought from Parliament pursuant to section 7(4)(b) of the Act. It is acknowledged that in practice such further funding will essentially be a transfer of funds already approved for such works from the House Commissions to the Sponsor Body.

Handing over Works

- 23.8 If a designation under section 1(1)(b) of the Act is made of any works to the Parliamentary Estate or if incomplete works are to be transferred pursuant to Clause 23.6 above, the Corporate Officers agree to provide information concerning those works

to the Sponsor Body in accordance with Clause 34.2 prior to the contracts being novated or the transfer scheme taking effect and prior to an agreement to occupy being granted.

24. MASTER PLANNING

24.1 The House Commissions are responsible for deciding the principles for the Master Plan.

24.2 The Sponsor Body undertakes to secure the Delivery Authority's involvement in developing and implementing the Master Planning Process in collaboration with the Corporate Officers.

25. PLANNING, HIGHWAYS AND OTHER CONSENTS

25.1 Subject to Clause 25.5 below, Consents in respect of the Works are to be obtained, coordinated, discharged and complied with by the Delivery Authority on behalf of the Sponsor Body.

25.2 Certificates, agreements and authorisations in respect of the Works shall be provided to the Corporate Officers on the earlier of the handback of a Decanted Area or Completion of the Programme.

25.3 With the oversight of the Sponsor Body, the Delivery Authority shall be responsible for preparing and submitting any planning applications required for the Works, and for:

25.3.1 attending and participating in any planning committee meetings or public inquiries including those relating to the applications made for the Works; and

25.3.2 ensuring that the Community Infrastructure Levy is discharged and any compensation paid.

25.4 It is understood by the Parties that planning conditions and other agreements with third parties made as part of the consenting process will be discharged by the Delivery Authority in connection with the Parliamentary building works or otherwise by the most appropriate Party having regard to the condition or provision of the agreement.

Corporate Officers' Agreement

25.5 The Corporate Officers' agreement is required where any Consent:

25.5.1 would create obligations or constraints which are likely to survive Completion; and/or

25.5.2 could impact Parliamentary business; and/or

25.5.3 extends to activities or geography beyond the Programme; and/or

25.5.4 requires the participation of the Sponsor Body or the Corporate Officers (including without limitation, in any related agreement) at the insistence of the public authority granting or entering into the Consent.

25.6 Where any of the factors in Clause 25.5 apply, the Corporate Officers (or either of them as is relevant):

25.6.1 shall be consulted in respect of and shall be entitled to agree the application and its attendant documents;

25.6.2 shall be notified of and may attend any meetings or committees in respect of the Consent;

25.6.3 shall appoint the Delivery Authority as agent for any existing Consent or application that the Parties agree cannot or should not be assigned;

25.6.4 shall be notified of and invited to join the Sponsor Body and Delivery Authority as an interested party in any judicial review or appeal; and

25.6.5 may be a signatory to the relevant agreements (if applicable and lawful).

26. ENVIRONMENTAL IMPACT

26.1 The Parties acknowledge the importance of environmental protection and sustainability, and being a good neighbour and shall have regard to the environment in their dealings with each other, with stakeholders and in decisions relating to the Programme.

26.2 Subject to any obligation imposed on any Party by law, during a Possession the Sponsor Body will be responsible for the remediation of contamination on or from the site.

27. ARCHAEOLOGY

27.1 In planning the work, the Sponsor Body will take account of the historic significance of the Westminster site. It will, and will ensure that the Delivery Authority and its contractors will, plan for reasonable time and reasonable access (subject to the access arrangements attached to this Agreement as Appendix 4) for archaeological investigations prior to commencing any work which may disturb the archaeological record. In the event that these investigations or the work itself lead to significant archaeological discoveries, the Sponsor Body will delay the planned work for a period commensurate with the importance of those discoveries, taking account of the cost of the delay.

28. PHYSICAL ASSETS

28.1 "Physical Assets" are divided into three categories of physical assets, identified by the Corporate Officers and set out in Schedule 3 (Inventory of Heritage Items, Commons Library Collections and Goods) in accordance with the provisions of this Clause 28:

28.1.1 "Heritage Items" are any physical assets which are affected by the Programme and have archaeological, historic, artistic or heritage significance or long-term practical use. Ownership of Heritage Items shall never transfer to the Sponsor Body and the Corporate Officers will always remain accountable for their preservation and safe keeping.

28.1.2 "Collections of the Libraries" are any physical assets which belong to the House of Commons or House of Lords Libraries. Ownership of Collections of the Libraries shall never transfer to the Sponsor Body and the Corporate Officers will always remain accountable for their preservation and safe keeping. Items in the Collections of the Libraries will be clearly labelled to reflect their ownership. The Corporate Officers will decide which items in these collections will move to temporary accommodation, remote storage or be otherwise decanted from the Palace, with arrangements made before the Palace is vacated. Any labelled items belonging to the Collections of the Libraries present in the Palace at decant must be identified as such and returned to the relevant Corporate Officer.

28.1.3 "Goods" are physical assets, other than Heritage Items and Collections of the Libraries, buildings or parts of buildings, which are to be transferred to the Sponsor Body. Goods are transferred in ownership and accountability to the

Sponsor Body and shall not be returned or replaced to the Parliamentary Estate unless affixed to a building as part of the Works.

Physical Assets List

- 28.2 Schedule 3 (Inventory of Heritage Items, Commons Library Collections and Goods) is an inventory of Physical Assets which shall be populated and maintained by the Corporate Officers.
- 28.3 From time to time and after consultation with the Sponsor Body, either of the Corporate Officers shall notify the Sponsor Body of any physical assets they consider to be Heritage Items or Commons Library Collections and may change that view at any time, up until the Decanted Area Date for the Possession in which the physical asset is normally located. After a physical asset has been identified as a Heritage Item or a Commons Library Collection, the relevant Corporate Officer shall add it to Schedule 3 (Inventory of Heritage Items, Commons Library Collections and Goods).
- 28.4 The Parties may also add Goods to Schedule 3 (Inventory of Heritage Items, Commons Library Collections and Goods) by way of identifying and managing transfer of such items and to put beyond doubt whether a particular physical asset is a Good, Heritage Item or Commons Library Collection.
- 28.5 On the Decanted Area Date, any items situated in the area of that Possession which are not listed as a Heritage Item in Schedule 3 (Inventory of Heritage Items, Commons Library Collections and Goods), or are not clearly identified as Collections of the Libraries, are Goods.

29. COLLECTIONS OF THE LIBRARIES

- 29.1 The Commons and Lords Libraries Collections will be decanted from the Parliamentary Estate before the Decanted Area Date. The Libraries can provide guidance on locations of collections upon request, where there is any ambiguity over ownership of an item, and/or in the event of part of a collection being found on the Parliamentary Estate after the Decanted Area Date.
- 29.2 The decant of the Lords Library Collections will not fall within the scope of the Programme. The decant of the Commons Library Collections will fall within the scope of the Programme.

30. GOODS

- 30.1 Ownership and all beneficial interest in the Goods shall be transferred to the Sponsor Body on the date that Possession (other than Minor Possessions) is given of the area in which they are situated or otherwise on a date agreed between the Parties.
- 30.2 The transferred Goods are taken as seen and the Corporate Officers give no warranty, guarantee or undertaking as to their condition, safety or suitability.
- 30.3 The transferred Goods shall be used or disposed of at the discretion and cost of the Sponsor Body, once all Parliamentary marking and identifiers have been removed and shall not be returned to the Corporate Officers.

31. HERITAGE ITEMS AND COMMONS LIBRARY COLLECTIONS

- 31.1 Legal ownership of Heritage Items and the Commons Library Collections will always remain with the Corporate Officers (or either of them), who remain accountable for their safekeeping.
- 31.2 The Corporate Officers (or either of them) may decide (and shall note the decision in Schedule 3 (Inventory of Heritage Items, Commons Library Collections and Goods):
- 31.2.1 to retain possession of any Heritage Item or Commons Library Collection;
 - 31.2.2 to place any Heritage Item or Commons Library Collection in storage or send it for conservation works; or
 - 31.2.3 to bail the Heritage Item to the care of the Sponsor Body who may delegate to the Delivery Authority, in which case the Corporate Officers may enter into any area of Possession at reasonable notice for the purpose of inspecting or caring for the Heritage Item.
- 31.3 Where the Corporate Officers (or either of them) decide to bail the Heritage Item to the Sponsor Body, the Sponsor Body (or Delivery Authority on its behalf) shall be responsible for the care and safekeeping of the Heritage Item in accordance with the instructions of the Corporate Officers.
- 31.4 The Parties shall follow the Arrangements for the Removal and Care of Heritage Items and Commons Library Collections, as set out in Appendix 5 to this Agreement, and the Sponsor Body shall ensure that the Delivery Authority does likewise.
- 31.5 If an incident occurs that places Heritage Items or Commons Library Collections in immediate peril, the Parties shall take whatever action they consider necessary to protect the Heritage Item or Commons Library Collection.
- 31.6 The Corporate Officers shall provide the Sponsor Body with a protocol for the salvage and rescue of Heritage Items or Commons Library Collections in the case of an Emergency or incident such as fire or flood, whether they are located on the Parliamentary Estate or are in storage.

32. TRANSFER OF DATA, IPR AND LICENCES

- 32.1 In so far as they have the right to do so, the Corporate Officers hereby grant a non-exclusive, perpetual and royalty free licence in favour of the Sponsor Body in respect of existing Intellectual Property which was (or is subsequently) created for the purposes of the Programme.
- 32.2 The Intellectual Property Rights licensed pursuant to Clause 32.1 may be sublicensed by the Sponsor Body to the Delivery Authority and by the Delivery Authority, as is necessary, to any relevant contractor.
- 32.3 The Sponsor Body shall not knowingly infringe any patent, trade mark, registered design, copyright or other right in the nature of Intellectual Property of any third party.
- 32.4 Intellectual Property Rights created by or on behalf of either the Sponsor Body or the Delivery Authority for the purposes of the Programme shall remain the property of the relevant body for the duration of the Programme and can be assigned or licenced by them as required for the purposes of the Programme.

- 32.5 On dissolution of the Delivery Authority by the Sponsor Body under section 11 of the Act, the Sponsor Body shall ensure that Intellectual Property Rights created by the Delivery Authority or by any of its contractors on its behalf shall vest in the Sponsor Body or the relevant Corporate Officer, as appropriate. The Parties acknowledge that, on the abolition of the Sponsor Body by regulations made under section 10 of the Act, Intellectual Property Rights vested in the Sponsor Body will be transferred to such person as the Leader of the House considers appropriate.

33. TRANSFER OF CONTRACTS

- 33.1 The contracts set out in Schedule 4 (Transferred Contracts) shall be transferred to the Sponsor Body or the Delivery Authority by way of novation or assignment as provided in Schedule 4 (Transferred Contracts).
- 33.2 Each such transfer shall take effect on the dates stated in Schedule 4 (Transferred Contracts).

34. HANDOVER OF WORK IN PROGRESS

- 34.1 "Work in Progress" means work or services of any nature relevant to the Works which were commissioned by the Corporate Officers at any time, are incomplete and will be transferred to the Sponsor Body (or the Delivery Authority) by way of either a novation of the contract or pursuant to the transfer scheme provided in paragraph 19 of Schedule 1 to the Act.
- 34.2 Prior to any Work in Progress being handed over to the Sponsor Body (or the Delivery Authority) by the Corporate Officers on the dates agreed, the Corporate Officers shall provide a report in the format of the template set out in Schedule 5 (Handover Works) and inclusive of:
- 34.2.1 a history of the Work in Progress and stage of completion;
 - 34.2.2 listing of any deliverables produced (such as drawings or reports);
 - 34.2.3 the latest accepted programme and account;
 - 34.2.4 any issues that have arisen to date;
 - 34.2.5 the details of the contracts pursuant to which the Work in Progress is being carried out (including all specifications, contract data and pricing documents) which will be transferred in accordance with Clause 33;
 - 34.2.6 the health and safety file; and
 - 34.2.7 insurance documents and notices issued, assessment records and all other project management and other Employer information.
- 34.3 The Parties agree that the Sponsor Body shall be afforded a chance to review the report provided prior to the handover taking effect.
- 34.4 Once the Work in Progress is handed over to the Sponsor Body (or the Delivery Authority) by way of novation or transfer scheme:
- 34.4.1 the Work in Progress shall be Works and carried out by the Delivery Authority and overseen by the Sponsor Body; and

34.4.2 the Sponsor Body shall have no recourse to the Corporate Officers, unless otherwise agreed, for the progress, cost, defect, completion or quality of the Work in Progress; and

34.4.3 the Sponsor Body and Delivery Authority (as the case may be) shall be responsible for resolving disputes, pursuing claims and giving instructions from the Handover Date.

35. POSSESSIONS AND HANDOVER

35.1 A Possession occurs when the Sponsor Body enters and occupies an area for the purpose of carrying out physical Works in or to that area. It is acknowledged that in practice it will be the Delivery Authority or their contractors physically occupying the relevant area.

35.2 The Sponsor Body will take Possession in three forms:

35.2.1 a “Minor Possession”, being works of a minor or short term nature to a part of the building or asset while the area around the Works is still otherwise in normal use. An example is the replacement of an electrical board or a survey.

35.2.2 a “Worksite Possession”, which is a construction site within an operating building. The Sponsor Body takes responsibility within the worksite itself but accountability and control of the building remains with the Corporate Officers. An example would be works to fit out an office within an existing building.

35.2.3 a “Decanted Area Possession” is a building or substantial part of a building which is fully vacated and handed to the Sponsor Body who assumes accountability. This shall principally apply to the Palace but may apply to other buildings where Parliamentary building works are to be carried out in accordance with section 1 of the Act.

Minor Possessions

35.3 When a Minor Possession is required, the Sponsor Body (or the Delivery Authority on the Sponsor Body’s behalf) will notify the Corporate Officers with the proposed date of occupation, proposed Works and likely duration and enter into the intrusive works process, which is to be an Agreed Standard.

Worksite Possessions and Decanted Area Possessions

35.4 The following documents are relevant to Worksite Possessions and Decanted Area Possessions:

The Possession Strategy	An outline of the Delivery Authority’s possession timetable (not including Minor Possessions) and management plan
The Handover Procedure	A procedure devised by the Parties which sets out the steps required before a future worksite is handed over as a Possession
The Possession Table	A table recording the allocation of accountabilities agreed through the Handover Procedure discussions for a particular Worksite Possession or Decanted Area

The Agreement to Occupy for Works (Worksite Possession)	The legal basis upon which the Sponsor Body and/or Delivery Authority will occupy a worksite containing any conditions necessary including measures to minimise nuisance to Parliamentary business
The Agreement to Occupy for Works (Decanted Area)	The legal basis upon which the Sponsor Body and Delivery Authority will occupy a Decanted Area containing any conditions necessary including measures to minimise nuisance to Parliamentary business
The Handover Certificate	A certificate signed by the Corporate Officer appending the Possession Table and Agreement to Occupy for Works and signifying the commencement of the Possession
The Return Certificate	A certificate signed by the Corporate Officer(s) and the Sponsor Body evidencing Completion and the return of the Site
The Decant Procedure	A procedure devised by the Corporate Officers in consultation with the Sponsor Body and Delivery Authority for the decanting of an area leading up to its vacation

35.5 The Sponsor Body shall arrange for the Delivery Authority to prepare, in consultation with the Corporate Officers, an overall outline of their proposals for managing each Worksite Possession and Decanted Area. The outline shall include a high-level forecast for required possession dates and durations. The outline shall be known as the "Possession Strategy" and the first version shall be prepared within six months of this Agreement being signed and then reviewed at least every six months.

35.6 In relation to each Worksite Possession and Decanted Area Possession, the Parties shall comply with the Handover Procedure, which will be agreed by the Parties and attached to this Agreement as Appendix 6, and will provide, inter alia, for the Parties to identify and agree:

35.6.1 the physical area, duration and dates of the Possession;

35.6.2 conditions precedent to be satisfied before hand over;

35.6.3 handover transition plan

35.6.4 site access arrangements and logistics;

35.6.5 the worksite or Decanted Area security plan;

35.6.6 a handback plan;

35.6.7 measures to minimise nuisance to Parliamentary business;

35.6.8 the work to be delivered, the timing and programme for the Possession; and

35.6.9 any appropriate stakeholder engagement and communications

Risk during a Possession

- 35.7 Responsibility and accountability for risk during a Possession shall be as set out in Schedule 8 (Possession Table). As a condition precedent to any Possession taking effect and as an outcome of the Handover Procedure, the Parties shall complete the Possession Table and agree any necessary amendments or additions. The template at Schedule 8 (Possession Table) sets out the expected allocation of duties in the table but the Parties acknowledge that this may be different from Possession to Possession and especially in respect of any Decanted Area Possession. Possession shall not be taken until the Possession Table is agreed.

Decanting

- 35.8 Having consulted the Sponsor Body, the relevant Corporate Officer shall devise a Decant Procedure for each area to be a Decanted Area, which will be agreed by the Parties and attached to this Agreement as Appendix 7. This procedure shall include a detailed programme for vacating each area, which takes into account the Programme schedule. The Corporate Officers shall provide clear milestone dates and dependencies so that the Sponsor Body and the Delivery Authority are clear as to any requirements of them.
- 35.9 The Decanted Area Date shall occur no sooner than the dependencies in the Decant Procedure have been satisfied and a Possession Table is agreed.

Handover

- 35.10A worksite or Decanted Area shall not be handed over to the Sponsor Body until the Possession Table and relevant Agreement to Occupy have been completed and agreed.
- 35.11 The Worksite Possession or Decanted Area Possession shall commence upon the relevant Corporate Officer handing a certificate to the Sponsor Body in the form set out in Annex 6 (the Handover Certificate) appending both the agreed Possession Table and the signed Agreement to Occupy.

36. COMPLETION AND RETURN

- 36.1 When the Works in a Possession are considered by the Sponsor Body to be Complete, the Sponsor Body shall notify the Corporate Officers of its view and within thirty (30) days the relevant Corporate Officer(s) shall notify the Sponsor Body that the Corporate Officer(s):
- 36.1.1 agree that Completion has occurred and that they are ready and willing to take back possession; or
 - 36.1.2 do not consider Completion has occurred or are not (for any reason) ready or willing to take back possession, setting out in detail why they believe that to be the case. The Sponsor Body may:
 - (a) rectify such issues set out by the Corporate Officers before recommencing the process set out in this Clause; or
 - (b) refer the matter for consideration at a meeting of the PRG.
 - 36.1.3 Agreement by the Corporate Officers that Completion has occurred signifies only that the Corporate Officers agree to take back possession. The Corporate

Officers are not accountable or responsible for certifying Completion which is a matter for the Sponsor Body and Delivery Authority.

- 36.1.4 Following the Corporate Officers' agreement pursuant to Clause 36.1.1 above, the Parties shall sign the Return Certificate in the form set out in Annex 6 and the Sponsors Body and Delivery Authority shall vacate the Possession.

37. HEALTH AND SAFETY

- 37.1 The Party who controls the specific premises, or has possession of a Decanted Area, will be accountable for the health and safety risks.
- 37.2 The Parties agree to co-operate and liaise with one another to provide a safe working environment for all those on the Parliamentary Estate by:
- 37.2.1 putting in place arrangements which comply with the duties imposed by the Health and Safety at Work Act 1974;
 - 37.2.2 providing one another with sufficient information, including notification of any significant new health and safety hazards, to enable the effective management of risks; and
 - 37.2.3 notifying one another promptly of any health and safety incident on the Parliamentary Estate or a Programme worksite which is reportable to the Health and Safety Executive.
- 37.3 The Sponsor Body will:
- 37.3.1 require the Delivery Authority to comply with the health and safety duties in Clauses 37.1 and 37.2 on behalf of the Programme under this Agreement;
 - 37.3.2 ensure that the Delivery Authority and its contractors adopt exemplary health and safety standards;
 - 37.3.3 not limit the Delivery Authority's liability for breaches of health and safety law or contractual provisions relating to health and safety; and
 - 37.3.4 provide the Corporate Officers with information about its assurance regarding the Delivery Authority's performance of these duties.

38. PROGRAMME LOGISTICS INCLUDING COORDINATION

- 38.1 All deliveries to Parliamentary premises must either:
- 38.1.1 be screened at the Off Site Consolidation Centre or by an alternative provider approved by the Parliamentary Security Department; or
 - 38.1.2 come from a supplier accredited by the Parliamentary Security Department under the Known Supplier system.
- 38.2 Where delivery access points for the Programme and Parliamentary deliveries are shared, the Parties will agree in writing which one of them will be accountable for safety and security of the shared area. The accountable Party may delegate operational management of the area to other Parties.
- 38.3 The Parties will agree a protocol and co-operate as far as reasonably practical to avoid conflicts in scheduled delivery times and to manage traffic on shared sites taking account of the requirements of health and safety, security and other constraints.

39. SECURITY

- 39.1 The Parties agree to follow the Security and Access Arrangements, as set out in Appendix 4 to this Agreement. The Sponsor Body will require the Delivery Authority and its contractors to follow the Security and Access Arrangements.
- 39.2 The security of the sites controlled by the Sponsor Body or Delivery Authority or their contractors as a worksite or Decanted Area will be the responsibility of the Sponsor Body or Delivery Authority, as applicable. Overall responsibility for the security of the Parliamentary Estate remains with the Corporate Officers.

40. CYBERSECURITY AND INFORMATION STANDARDS

- 40.1 The Sponsor Body is accountable for taking appropriate measures to protect their digital systems and those of the Delivery Authority from cyber-attack, including identifying and responding effectively to cyber-attack, and recovering from such an attack; and for ensuring that appropriate measures are in place across their supply chain. In recognition of the shared threat, standards that the Sponsor Body proposes to adopt in relation to cyber security are to be Agreed Standards.
- 40.2 The Sponsor Body will initially work to information standards as provided by the Parliamentary Information Authority and will require the Delivery Authority to do the same. The Sponsor Body will develop, jointly with the Delivery Authority, an Information Governance Strategy which will define the information standards and governance, which is expected to be based on ISO or other external standards, to which it proposes it will adhere in the future. The Sponsor Body will consult the Parliamentary Information Authority on the strategy and the Sponsor Body and Corporate Officers intend that the strategy will be an Agreed Standard to replace the Parliamentary Information Authority's standards once agreed.

41. MITIGATION AND MANAGEMENT OF FIRE RISK

- 41.1 The Corporate Officers are jointly the 'responsible person' under the Regulatory Reform (Fire Safety) Order 2005 ("the 2005 Order") for the Palace, until it ceases to be occupied by the two Houses of Parliament (and if at any time it is occupied by only one House, the Corporate Officer in respect of that House will be the responsible person).
- 41.2 Where the Corporate Officers, or either of them, own the freehold of any building, they are the "owner" of that building for the purposes of the 2005 Order. The Corporate Officers, or either of them, will be the responsible person while it continues to be occupied for Parliamentary purposes, and will continue to have certain residual obligations after that building ceases to be occupied.
- 41.3 The Parties wish to record their understanding that Article 3 of the 2005 Order will apply to determine the responsible person in respect of any building which has ceased to be occupied for the purposes of either House of Parliament.
- 41.4 The Parties agree to co-operate and liaise with one another to manage the risk of fire on the Parliamentary Estate by:
- 41.4.1 putting in place arrangements which comply with the duties in the Regulatory Reform (Fire Safety) Order 2005;
 - 41.4.2 providing one another with sufficient information, including notification of any significant new fire hazards, to enable the effective management of risks; and

41.4.3 notifying one another promptly of any incidence of fire or failure to comply with the requirements of the Regulatory Reform (Fire Safety) Order 2005 on the Parliamentary Estate or a Programme worksite which is reportable to the Health and Safety Executive.

41.5 The Sponsor Body will:

41.5.1 require the Delivery Authority to comply with the fire safety duties under Clause 41.4 on behalf of the Programme under this Agreement;

41.5.2 ensure that the Delivery Authority and its contractors adopt exemplary fire risk, mitigation and safety standards;

41.5.3 not limit the Delivery Authority's liability for breaches of fire safety legislation or contractual provisions relating to fire; and

41.5.4 provide the Corporate Officers with information about its assurance activities regarding the Delivery Authority's performance of these duties.

42. COMPLIANCE WITH ACCESS REQUIREMENTS

42.1 Except as agreed during Possession of a Decanted Area, the Sponsor Body shall (and shall ensure the Delivery Authority and its contractors) comply with the reasonable access arrangements and requirements of the Corporate Officers from time to time.

42.2 The Corporate Officers shall ensure that the Sponsor Body is provided with extant requirements as they are amended or updated from time to time.

43. EMERGENCY PLANNING

43.1 The Parties shall agree a plan to protect the Parliamentary Estate, Works and all people in the event of a major incident or Emergency having impact on or causing disruption to any or all parts of the Estate (the "Emergency Plan") which will be attached to this Agreement as Appendix 8. The Emergency Plan shall be agreed with relevant security, fire and police authorities.

43.2 Each Party shall be responsible for developing their own process for initial and urgent responses to incidents or emergencies originating on or impacting areas for which they exercise control or are accountable.

43.3 The Sponsor Body will notify the two Corporate Officers, and vice versa, of any incident which has the potential to affect the business or reputation of the Parties or which may generate significant public interest as soon as such potential becomes apparent. The presumption should be to notify if in doubt. They will agree contact points to enable such notifications to happen at all times.

43.4 The Parties will agree protocols for co-operation on the operational management of incidents which span areas controlled by more than one party.

PART 4 – OUTLINE BUSINESS CASE AND FUNDING

44. OUTLINE BUSINESS CASE

- 44.1 In developing the Outline Business Case and any other enabling business cases, to ensure the requirements of both Houses are met, the Parties will work collaboratively to receive, provide and assimilate relevant supporting information in a timely manner, in order to allow the Sponsor Body to develop a robust business case in line with HM Treasury guidance.
- 44.2 The Sponsor Body is accountable for monitoring and reporting on progress towards delivering the benefits set out in the Outline Business Case. It is acknowledged that some of these benefits will need to be delivered by the Corporate Officers beyond the lifetime of the Programme and Completion of all the Works.

45. CHANGES WHICH HAVE ‘SIGNIFICANT EFFECT’

- 45.1 Where, pursuant to the Act, a Delivery Authority proposal may significantly affect the design, timing or cost of the Programme and might be considered as having a ‘significant effect’ (as the same is provided in the Act), the Sponsor Body shall consult the Corporate Officers before determining whether it does have such effect and if so on how to proceed before deciding whether to make the request for approval under section 7(4) of the Act.

46. MANAGING PUBLIC MONEY

- 46.1 The Sponsor Body shall follow the principles, rules, guidance and advice in Managing Public Money so far as they apply, and will liaise as necessary with HM Treasury in this regard.
- 46.2 Once an amount is approved for the Programme by Parliament, the Sponsor Body shall have authority to incur expenditure approved in the estimate without further reference to either Corporate Officer.
- 46.3 The Sponsor Body shall adopt and implement policies and practices to safeguard itself against fraud and theft, in line with HM Treasury’s Guidance on Tackling Internal Fraud, including requirements for monitoring, reporting and assurance.
- 46.4 Notwithstanding the foregoing, a Party which breaches law, an Agreed Standard, the terms of this Agreement, any protocol or policy which has been agreed between the Parties or the instructions of any Competent Authority shall be responsible (and, where applicable, will be liable) for the consequences and any realisation of a risk.

47. PHASE ONE EXPENDITURE LIMIT

- 47.1 The Sponsor Body will provide analysis to the House Commissions to support any proposal to revise the phase one expenditure limit submitted for approval.
- 47.2 If a limit or revised limit is not approved, the Corporate Officers (on behalf of the House Commissions) must provide reasons and must specify what action (including reducing the Scope) it is prepared for the Sponsor Body to take in order to remain within its budget.

48. ACQUISITION OF PROPERTY

- 48.1 Where property is to be acquired for the use of the Programme, but where either Corporate Officer wishes, or may wish, to use the property after the Programme is

completed, the property will be acquired by either of the Corporate Officers, as appropriate, and leased or licensed to the Programme as required.

- 48.2 Where property is acquired by the Corporate Officers in relation to the Programme they may choose to delegate the management of the acquisition process to the Sponsor Body.

49. INSURANCE

- 49.1 The Parties acknowledge that:

49.1.1 it is unlikely that any insurance package will cover the loss or destruction of Heritage Items and Collections of the Libraries or historic buildings, especially the Palace, and even if insurance was available it would most likely not represent value for money;

49.1.2 the Houses of Parliament do not insure; and

49.1.3 the Sponsor Body will not hold, or have direct access to, funds to reinstate following catastrophic loss.

- 49.2 The Parties therefore agree that loss arising from damage or destruction to the Palace, Heritage Items and Collections of the Libraries and other buildings (to be identified) that exceeds the ascertained sum (to be agreed between the Parties) will not be insured by the Sponsor Body, Delivery Authority or their contractors (or if insured, the loss will exceed the sum insured) and if such damage, loss or destruction occurs for any reason (irrespective of fault or cause), the following will apply:

49.2.1 The Corporate Officers and Sponsor Body will agree a course of action (if any) to reinstate, recover, mitigate or replace; and

49.2.2 The Sponsor Body will require the Delivery Authority to estimate the significant effect (if any) to the timing, design or funding of the Works.

PART 5 – WORKING TOGETHER

50. PERSONNEL ON SITE

- 50.1 The Sponsor Body undertakes to exercise all reasonable precautions to protect the Corporate Officers' Premises, its assets and all those on the site from any harm that may arise from their being on site.

51. PROVISION OF FACILITIES AND SERVICES

- 51.1 The Parties shall agree in writing those facilities and services which are to be provided to the Sponsor Body and the Delivery Authority by the Corporate Officers stating:
- 51.1.1 the standards to which each service will be provided; and
 - 51.1.2 the payments to be made (if any) by the Sponsor Body to the Corporate Officers in respect of each of the services as agreed pursuant to Clause 14.
- 51.2 Each facility or service agreed to be provided pursuant to Clause 51.1 shall be appended in a schedule to the SLA in the form set out in Annex 2 and thereafter be incorporated as an Annex to this Agreement.
- 51.3 The Corporate Officers shall provide the facilities and services and the Sponsor Body shall comply with the constraints and payment provisions of each facility or service agreed in accordance with Clause 51.1 above.
- 51.4 The Sponsor Body may provide a service to either or both of the Corporate Officers. In such circumstances, the provisions of Clauses 51.1 to 51.3 above shall apply in reverse and with the applicable amendments necessary to give such effect.
- 51.5 In keeping with Managing Public Money, the Parties shall continually consider whether any service or supply could benefit all Parties and whether any other Party should be included in a procurement notice.

52. RECORD KEEPING AND OWNERSHIP OF RECORDS

- 52.1 The Sponsor Body will retain, and will ensure that the Delivery Authority will retain, records of, related to and used for the Programme as it deems appropriate or as specified by the Corporate Officers. These records will be shared with the Corporate Officers on request and will be transferred back to both Corporate Officers' control at the end of the Programme.
- 52.2 Copyright in any record created by the Sponsor Body (and by extension the Delivery Authority) or transferred to them during the Programme will be owned by the Sponsor Body. Ownership of the Copyright in these records will be transferred to the Corporate Officers at or before the end of the Programme.

53. DATA SHARING AND INFORMATION MANAGEMENT

- 53.1 The Parties will enter into the Data Sharing Agreement at Annex 1 in order to ensure that the arrangements regarding information and data ownership and management are clear. The Parties agree that the Delivery Authority will join the Data Sharing Agreement following its incorporation.
- 53.2 The Sponsor Body and Delivery Authority will each be data controllers and will therefore be responsible for their own compliance with GDPR, FOIA and EIR. Notwithstanding Annex 1, the Parties will co-operate with one another in responding to FOIA and EIR

requests which concern or relate to the Programme. The Parties are separate public authorities and ultimately each public authority is responsible for how it responds to requests for information it receives.

54. PARLIAMENTARY PRIVILEGE

- 54.1 The Parties acknowledge that Parliamentary privilege will apply to certain information and activities, although it does not apply to the Programme. The Sponsor Body may assume, except where it is participating in proceedings in Parliament (such as provision of evidence to a Committee), that Parliamentary privilege is not relevant to its work unless the Corporate Officers inform the Sponsor Body that they consider it will apply to specified information or activities. If the Corporate Officers inform the Sponsor Body that Parliamentary privilege applies, the Sponsor Body must act in accordance with the directions of the Corporate Officers in their dealings with that information or those activities.
- 54.2 Although the Sponsor Body is not expected to have extensive knowledge relating to Parliamentary privilege, it must have regard to the possibility that Parliamentary privilege may apply and must consult the Corporate Officers if it seems to the Sponsor Body that any information or activities may be subject to Parliamentary privilege. The Corporate Officers must provide guidance and assistance as necessary if Parliamentary privilege applies, and the Sponsor Body must act in accordance with that guidance and assistance.

55. COORDINATION OF COMMUNICATIONS AND PUBLIC ENGAGEMENT

- 55.1 The Parties shall consult each other on any significant press or media announcement (whether print, broadcast or social media) which relates to the Programme before it is released.
- 55.2 The Sponsor Body is accountable for the management of external communications and public engagement in relation to the Programme.
- 55.3 The Sponsor Body will have ownership and control over the public website and other communication channels for the Programme.
- 55.4 The Corporate Officers will facilitate the use of internal communications channels by the Sponsor Body for the purposes of engaging with Members of both Houses and Parliamentary staff regarding the Programme (in accordance with its statutory obligations), where it is expedient and reasonable to do so, but will retain editorial control of such channels.
- 55.5 The Corporate Officers are accountable for the management of communication and public engagement in relation to the wider business of Parliament.
- 55.6 Where an incident or matter occurs which has any actual or potential implication for the reputation or interests of a Party, the Parties with any knowledge of the matter shall notify the others so that no Party is put in a position where it is informed or finds out about the matter from an external source. This may include (without limitation) health and safety incidents, loss or damage to a Heritage Item, significant unexpected expenditure, the insolvency of a contractor or fire.

56. IDENTITY, BRANDING AND MARKETING

- 56.1 The Sponsor Body will inform the Corporate Officers regarding any branding and marketing relevant to the Works.
- 56.2 Any use of the Crowned Portcullis by the Sponsor Body will be subject to permissions granted by the Speaker of the House of Commons or the Clerk of the Parliaments, including any conditions, on the basis of advice from the Corporate Officers.

PART 6 – REMEDIES AND ENFORCEMENT

57. NO REMEDIES

57.1 The Parties agree that except as provided by virtue of Clause 58.1 below, the Parties:

57.1.1 shall have no liability, remedies, rights or claims against each other in contract, tort or in common law; and

57.1.2 shall not institute proceedings against each other in any Court or tribunal except as provided below.

58. COMPENSATION FOR LOSSES CAUSED BY THIRD PARTIES

58.1 The Parties agree to work together to ensure, so far as is practicable, that measures are put in place which will enable a Party, who suffers loss in connection with the carrying out of the Works which is caused by the act, omission or tort of a third party (irrespective of whether or not the Party has an actionable claim against the third party), to recover compensation for that loss. Those measures will include, but will not necessarily be limited to, the measures referred to in Clause 58.2.

58.2 The Sponsor Body shall ensure that the Delivery Authority use reasonable endeavours to include a requirement in each significant Construction Contract that the contractor provides a collateral warranty and right of step in for the benefit of the Corporate Officers entitling the Corporate Officers to benefit from any warranties or the claims under the contracts after dissolution of the Sponsor Body.

59. PROCEEDINGS

59.1 Where a Competent Authority, Court or tribunal takes enforcement action against a Party (or an individual employee of a Party) for breach of law, the other Parties shall provide such assistance and support as is appropriate and reasonable.

60. COMMENCEMENT AND TERM

60.1 This Agreement shall commence on the coming in to effect of section 2(1) of the Act, being the date that the Sponsor Body comes into existence.

60.2 This Agreement shall continue until the date that the Sponsor Body is abolished pursuant to section 10 of the Act.

61. SEVERABILITY

61.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions of this Agreement shall continue in full force and effect as if this Agreement had been executed with the invalid, illegal or unenforceable provision eliminated.

62. GOVERNING LAW

62.1 This Agreement shall be governed by and interpreted in accordance with the law of England and Wales.

63. WAIVER

63.1 The failure of any Party to exercise any right or remedy shall not constitute a waiver of that right or remedy. No waiver shall be effective unless it is communicated to another Party in writing.

64. RIGHTS OF THIRD PARTIES

- 64.1 There is no intention that any provision of this Agreement should confer on any third party any rights, or any benefit or burden, arising out of this Agreement. For the avoidance of doubt, although the Parties do not consider this Agreement to be a contract, the provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply to it.

65. NOTICES

- 63.1 Any notice or other communication (other than information provided under Clause 6 which may be provided in writing or orally) which is to be given by any Party to another shall be given by letter (sent by hand or post or by registered post or by the recorded delivery service) or transmitted by electronic mail. Such notices or communications shall be deemed effectively given on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.

PART 7 – MECHANICS OF THIS AGREEMENT

66. SCHEDULES, APPENDICES AND ANNEXES

- 66.1 Schedules to this Agreement provide further detail or information in relation to a provision.
- 66.2 Appendices to this Agreement provide process or procedure referred to in a provision.
- 66.3 Annexes to this Agreement are forms of supplementary agreements which form part of the suite of documents forming the relationship between the Parties and are part of this Agreement.

67. REVIEW OF THIS AGREEMENT

- 67.1 This Agreement shall be reviewed by the Parties six months after it has entered into force and at least annually thereafter. At the first review:
 - 67.1.1 the Agreement to Occupy for Works and the Data Sharing Agreement will also be reviewed; and
 - 67.1.2 any Annex or Appendix that is set out as being for agreement shall also be agreed and appended.
- 67.2 The main body of this Agreement may not be amended except by agreement between the Parties. Where such agreement is reached, it shall not be effective until this Agreement has been amended to include the revised wording in the relevant Clause(s) and this Agreement has been signed by the Parties as a restated and amended version.
- 67.3 The Schedules to this Agreement are lists and statements of fact which may be updated or amended by the Representatives by agreement from time to time in accordance with the relevant Clauses of this Agreement.
- 67.4 The provisions of the Appendices and Annexes to this Agreement may only be amended, augmented, added to or entered pursuant to the Variation Procedure set out in Appendix 2 to this Agreement. This provision applies also to the Variation Procedure itself.
- 67.5 No oral agreement or written amendment, other than in accordance with this Clause or the Variation Procedure, shall be binding on either of the Parties to this Agreement.
- 67.6 A variation or omission shall not be made if it has the effect that this Agreement no longer contains provision relating to the relationship between the Sponsor Body and Parliament.

68. INTERPRETATION

- 68.1 The singular includes the plural and vice versa.
- 68.2 References to any gender include any other gender.
- 68.3 Reference to any enactment, order, regulation or other similar instrument, shall be construed as a reference to the enactment, order, regulation or instrument as amended from time to time by any subsequent enactment, order, regulation or instrument.
- 68.4 Reference to a Clause is a reference to the whole of that Clause unless stated otherwise.
- 68.5 The headings in this Agreement shall not affect the interpretation thereof.

- 68.6 All communication between the Parties, letters, documentation, specifications, reports etc, shall be in the English language.
- 68.7 References to “Clauses”, “Schedules”, “Appendices” and “Annexes” shall be to clauses, schedules, appendices and annexes of this Agreement.
- 68.8 Any words following the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

69. DEFINITIONS AND INTERPRETATION

In these Clauses:

The Act	means the Parliamentary Buildings (Restoration and Renewal) Act 2019 as amended from time to time;
Agreed Standards	means the standards which the Parties agree should apply to the Programme;
Agreement	means this agreement concluded between the Corporate Officers and the Sponsor Body comprising these Clauses, the Schedules attached, the Appendices and the Annexes;
Commencement Date	means the date that this Agreement comes into effect in accordance with Clause 60;
Competent Authority	means a body which by law has jurisdiction over an activity and the right to approve or certify a matter;
Complete or Completion	means that the whole, part or section of the Works (as the context requires): <ul style="list-style-type: none"> • have achieved practical completion, completion of the whole of the Works or such other state as defined in the relevant contract as signifying that the construction contractor has completed the work other than snagging and that a certificate confirming this has been provided by the NEC project manager (or equivalent) under that contract to the Delivery Authority; • have achieved the relevant and necessary fire certificates from the Competent Authority; • have building regulations approvals as required; • have a completed Health and Safety File pursuant to CDM;

- have a worksite that is suitable for occupation and operations as determined by the Corporate Officers;
- have a worksite that is safe and secure;
- have all specified security systems installed and successfully tested and the Delivery Authority has been provided with certification of such by the project manager under the Construction Contract (or equivalent) and any Competent Authority;
- have provided all necessary books, manuals, collateral agreements, consents and warranties required by the Construction Contracts to the Corporate Officers;

Consent

means all permissions, consents, approvals, certificates, permits, licences and authorisations including planning consent, statutory instruments, orders, listed building consent and building regulations approval

Consult

means the relevant Party will seek and have regard to feedback on ideas and proposals during their development;

Construction Contract

means a contract for the design, construction, installation, testing, commissioning or fitting of any element of the Works, irrespective of the tier of such contract and irrespective of its contractual counterparty;

Corporate Officer

means either of the corporations sole established by the Parliamentary Corporate Bodies Act 1992 to hold land and perform other functions for the benefit of the Houses of Parliament;

Corporate Officers' Personnel

means any person employed (either on a permanent, temporary or fixed-term basis) by either the Corporate Officer of the House of Lords, the two Corporate Officers acting jointly or the House of Commons Commission;

Corporate Officers' Premises

means lands and buildings which make up the Parliamentary Estate. For the purpose of the delivery of goods, it also includes the Parliamentary Offsite Consolidation Centre;

Decanted Area	means an entire building or section of a building which is not for the time being used or proposed to be used by passholders of either House for the purposes of their Parliamentary work and has been licensed to the Sponsor Body;
Decanted Area Date	means the date on which a Decanted Area is handed to the Sponsor Body fully vacant in accordance with Clause 35.8;
Decant Procedure	means the procedure for moving Members, Members' staff and Corporate Officers' Personnel from the Palace or from any other Decanted Area during the Works and for returning them once the Works are Complete;
EIR	means the Environmental Information Regulations 2004;
Emergency	has the meaning given by section 1 of the Civil Contingencies Act 2004 (an event or situation which threatens serious damage to human welfare or to the environment, war or terrorism);
External Stakeholders	<p>means any authority, body, office or natural person:</p> <ul style="list-style-type: none"> • whose consent or permission is required (or desirable) for the Works; • who owns property (real or personal) which would be affected by the Works; • who has a statutory function which must be exercised in order for the Works to be carried out or facilitated; and • who is not required to be consulted pursuant to section 5 of the Act. <p>Those whose views are sought under section 2(4)(c) of the Act are not External Stakeholders except that it is acknowledged that members of the public may fall into both category section 2(4)(c) of the Act and this definition as property owners;</p>
FOIA	means the Freedom of Information Act 2000 and any subordinate legislation made under that Act as amended from time to time;
GDPR	means the General Data Protection Regulation ((EU) 2016/679);

House Commissions	means the House of Commons Commission and the House of Lords Commission;
Integrated Schedule	means the integrated schedule, which is managed by the Delivery Authority, and developed collaboratively and agreed by the Parties, covering the Works and other programmes and projects under the control of the Corporate Officers, which are key dependencies with the Works commencing on site;
Intellectual Property Rights or “IPRs”	means patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off;
Known Supplier	means a supplier who has been added to an approved access list maintained by the Parliamentary Security Department (the “PSD”). The list is of suppliers who meet the criteria set by the Corporate Officers, as determined by means of a physical security vetting process managed by the PSD;
Managing Public Money	means the publication of that title published by HM Treasury as is amended from time to time or such other volume or guidance as replaces it;
Management of Risk: Principles and Concepts	means HM Treasury guidance Management of Risk: Principles and Concepts (The Orange Book);
Master Plan	means the plan for estates made for Town and Country Planning application purposes and which shows current and future schemes;
Master Planning Process	means the process to articulate and capture a longer-term view on occupancy across the Parliamentary Estate, including decisions on how and where certain parliamentary functions might be conducted;
Members	means Members of either House of Parliament;
Month	means calendar month unless otherwise defined;

Northern Estate Programme	means the programme of works to refurbish and redevelop a number of buildings on Parliament's Northern Estate;
Other Works	means the works defined in section 1(1)(c) of the Act and in particular the works to the Queen Elizabeth II Conference Centre;
Outline Business Case	means the proposals for design, cost and timing of the Works formulated by the Delivery Authority under section 3(4)(a) of the Act as required by the Sponsor Body under section 2(2)(e) of the Act;
Parliamentary Information Authority	means the sub-committee of the House of Commons Executive Board and the House of Lords Management Board which has both a decision-making and assurance role. Its objective is to deliver increased benefits from parliamentary information for members of both Houses, staff and the public, while containing the risk of inappropriate access to that information. It also provides a focus for informed decision making about the effective management and security of Parliament's information;
Parliamentary Relationship Group (or PRG)	means the group formed in accordance with Clause 8;
Personnel	means the Sponsor Body's Personnel and the Corporate Officers' Personnel and any of their staff, contractors or appointees;
Possession	means a Decanted Area Possession, Worksite Possession or Minor Possession, as defined in Clause 35.2;
PRG Procedure	the working arrangements and rules for the conduct of the PRG prepared and approved in accordance with Appendix 1;
Programme	has the meaning set out in out Clause 3;
Purpose	means the purpose of this Agreement set out in Clause 1;
Representatives	means the representatives of the Sponsor Body and the Corporate Officers appointed in accordance with Clause 7 and set out in Schedule 7;

Security and Access Arrangements	means the arrangements attached as Appendix 4;
Service Level Agreement or (“SLA”)	means any service level agreement entered into by the Corporate Officers and the Sponsor Body in accordance with Clause 51.2;
Significant Risk	means the occurrence or potential occurrence of an event which in the view of any party would likely materially jeopardise the reputation, duties or funding provision of that Party and at least one of the other Parties;
Sponsor’s Personnel	means any person employed (either on a permanent, temporary or fixed-term basis) by the Sponsor Body;
Timely	where this Agreement refers to a matter being carried out in a timely manner, the word “timely” shall be interpreted as the matter being done with sufficient expediency as to not frustrate unnecessarily any activity which depends on it or put another Party in breach of law or a duty owed to another party, provided always that reasonable notice has been provided by the Party concerned to enable the other Parties to be aware of the issues under consideration;
Variation Procedure	means the procedure at Appendix 2;
Working Day(s)	means any day other than a Saturday, Sunday or public holiday in England and Wales;
Works	means the Parliamentary building works as defined in section 1 of the Act.

THIS DOCUMENT is executed as an agreement.

07/04/2020

Signature:.....

ED OLLARD
CORPORATE OFFICER OF THE HOUSE OF LORDS

07/04/2020

Signature:.....

DR JOHN BENDER
CORPORATE OFFICER OF THE HOUSE OF COMMONS

SIGNED on behalf of **THE PARLIAMENTARY**
WORKS SPONSOR BODY by an Authorised Signatory

08/04/2020

Signature:.....

Name:.....Sarah Johnson.....

SCHEDULE 1

SCOPE OF THE WORKS

Section 1 of the Act sets out the means of identifying the works which are included in the scope of the Programme, rather than a list of the works themselves. While the wording of the Act takes precedence, interpretation is not straightforward, and this schedule documents what the Parties consider forms part of the Programme's scope.

Included within scope	
The restoration of the Palace of Westminster	All works for the restoration of the Palace after decant, including completion of any work on the Palace commenced by the Corporate Officers that is not complete at decant, and all work to prepare for those works.
The creation of a decant chamber for the House of Lords	The preparation for and delivery of the building works to the QEII building.
Included within scope – subject to designation by both House Commissions under section 1 of the Act	
The delivery of the Northern Estate Programme	<p>The completion of any NEP projects in progress.</p> <p>All works within the present scope of NEP, in particular the creation of a temporary chamber for the Commons, including all preparatory works.</p>
Excluded from scope	
Current Palace works	<p>All current Palace works up to the point of decant are excluded, unless otherwise specified.</p> <p>In particular, the following works are excluded:</p> <ul style="list-style-type: none"> • Archives Relocation Programme • Commons Moves Programme • Elizabeth Tower Project • Cast Iron Roofs Programme • Maintenance and Emergency work up to decant

SCHEDULE 2

STANDARDS

Agreed Standards	
Information Authority Policy Framework and Cyber Security Standards Statement	
Parliament's Behaviour Code	
Parliamentary Pass Policy	
Parliamentary Security Clearance Policy	
Parliamentary Protective Marking Scheme	
General Filming and Photography Rules (Commons) and Filming Rules (Lords)	
Response in the event of a recall of Parliament	
Response in the event of Operation Marquee	
Use of Parliament's Offsite Screening and Consolidation Centre (OSCC) and Known Supplier arrangements	
Intrusive works access approval process	
Permit to work systems	
Parliamentary Fire Safety Plan	
London Living Wage and Real Living Wage (where appropriate)	
Salvage Guidance	
Agreed Standards (subject to designation by both House Commissions under section 1 of the Act)	
Standards currently being applied by the Northern Estate Programme	

SCHEDULE 3
INVENTORY OF HERITAGE ITEMS, COMMONS LIBRARY COLLECTIONS AND GOODS

Inventory of Heritage Items

Heritage Item	Description of Heritage Item	Location of Heritage Item	Known condition of Heritage Item	Evidence of condition obtained and stored?	To be left in situ or moved?	Sponsor Body to be responsible?

Inventory of Commons Library Collections

Commons Library Collection	Description of Commons Library Collection	Current location	Known condition of Commons Library Collection	Evidence of condition obtained and stored?	New location	Sponsor Body to be responsible?

Inventory of Goods

Goods	Description of Goods	Location of Goods	Date of transfer of ownership?	Special Instruction (if any)

SCHEDULE 4
TRANSFERRED CONTRACTS

[Restricted: Commercial]

SCHEDULE 5
HANDOVER WORKS

[Title of Work in Progress]	
Details of the Work in Progress ("WIP")	
History of the WIP	
Current stage of progress	
Deliverables produced by the WIP	
Latest accepted programme and account	
Details of issues	
Contracts under which the WIP is being carried out (including all specifications, contract data and pricing documents)	
Health and Safety file enclosed?	
Insurance documents enclosed?	
Details of any other documents or notices created during the WIP and enclosed	

SCHEDULE 6
EXTERNAL STAKEHOLDER REGISTER

Identity of External Stakeholder	Relationship with the Works (e.g. do they require consultation, consent/permission or is their property affected by the Works?)	Stakeholder Lead

SCHEDULE 7

REPRESENTATIVES

Representatives of the Corporate Officer of the House of Lords

Representative	Area(s) of Competence
R&R Directors	House of Lords Administration

Representatives of the Corporate Officer of the House of Commons

Representative	Area(s) of Competence
Chamber Business Team Strategic Director	House of Commons Business
Speaker's Counsel	Legal
R&R Director	Oversight and coordination

Representatives of the Corporate Officers of both Houses

Representative	Area(s) of Competence
Managing Director of the Digital Service	Digital (including Cybersecurity)
Director of Security for Parliament	Security

Representatives of the Sponsor Body

Representative	Area(s) of Competence
Finance and Corporate Services Director	Finance, Corporate Systems and Information
External Affairs Director	External Relations and Communications
Programme and Assurance Director	Programme Scope, Requirements, Risk and Assurance
Business Case Director	Business Case and Benefits
Engagement Strategy Manager	Member Engagement
Head of Secretariat	Governance and Sponsor Board

SCHEDULE 8
POSSESSION TABLE

Duty/Responsibility	Party Responsible and Accountable
Security outside the boundary of the site, including monitoring of cameras and alarms and response	
People access to the site	
Checking, screening and control of vehicles, equipment and consignments into and out of the site	
Security within the site	
Fire risk	
Health and safety	
Signage (Internal/External)	
Power and utilities	
Broadband and communications facilities	
Reporting and information of progress to users or those inconvenienced	
Care of items within the site	
Asbestos management	

SCHEDULE 9
RISKS

Risk Number	1
Risk Name	Health and Safety risk
Risk Definition	The risk of accidents on the premises during the Programme
Risk Owner	Whoever controls the specific premises / has possession of a decanted area
Justification	Required by Construction (Design and Management) Regulations 2015; does not survive beyond the Programme
Risk Number	2
Risk Name	Fire risk
Risk Definition	The risk of fire on the premises during the Programme
Risk Owner	The Corporate Officers for premises which are under their possession or for which there is a mixed occupancy (with the Programme). The risk transfers to the Sponsor Body where premises have been fully vacated and possession transferred to the Sponsor Body. The responsible person will transfer to the contractor in control of the site
Justification	Legal advice was sought on the Regulatory Reform (Fire Safety) Order 2005
Risk Number	3
Risk Name	Enterprise risk
Risk Definition	The risk that the Programme has an adverse impact on the business and reputation of Parliament
Risk Owner	Corporate Officers
Justification	Both Houses are accountable for Parliamentary services
Risk Number	4
Risk Name	Physical Security risk
Risk Definition	The risk of a breach of the physical security of any Parliamentary site from the Programme
Risk Owner	Controllers of the premises for the time being
Justification	Parliament will retain accountability for specifying the standards of perimeter controls but the controller of the relevant premises will be responsible for any breach of those controls. Parliament will retain a level of interest over all sites immediately adjacent to those sites it controls and over the security of all buildings that will accommodate both Houses and Members, as any materialised risk will have consequences which survive the Programme

Risk Number	5
Risk Name	Information Security risk
Risk Definition	The risk that sensitive or high-value Programme or building information is exposed or lost through insufficient protection, management and controls
Risk Owner	Each organisation will manage its own risk
Justification	Both Houses will retain accountability for the security of existing sensitive or high-value Programme or building information within their premises and systems and the Programme will retain accountability for information held within its premises or systems
Risk Number	6
Risk Name	Cyber Security risk
Risk Definition	The risk of a malicious attack resulting in release of information confidential to Parliament or the Programme
Risk Owner	Each organisation will manage its own risk
Justification	Both Houses will retain accountability for the cyber security of existing operating environments and the Programme will retain accountability for its operating environment
Risk Number	7
Risk Name	Commercial risk
Risk Definition	Risk of a breakdown in contractual relationships (in whatever way)
Risk Owner	Sponsor Body
Justification	Determined by the Parliamentary Buildings (Restoration and Renewal) Act 2019; risk does not live beyond the Programme
Risk Number	8
Risk Name	Funding risk
Risk Definition	Risk that approved funding is insufficient
Risk Owner	Sponsor Body
Justification	Determined by the Parliamentary Buildings (Restoration and Renewal) Act 2019; risk does not live beyond the Programme
Risk Number	9
Risk Name	Delivery risk
Risk Definition	Risk that Programme is not delivered within agreed parameters (scope, time, cost, quality) – this includes scope creep and variation risk
Risk Owner	Sponsor Body
Justification	Determined by the Parliamentary Buildings (Restoration and Renewal) Act 2019; risk does not live beyond the Programme

Risk Number	10
Risk Name	Design risk (concept)
Risk Definition	Risk that the design concept does not meet expectations
Risk Owner	Sponsor Body
Justification	Best able to manage as will employ specialist staff
Risk Number	11
Risk Name	Design risk (outcomes)
Risk Definition	The risk that detailed designs, as built to agreed requirements, prove expensive or impractical to maintain, or not what is needed
Risk Owner	Each organisation will manage its own risk
Justification	This risk will have consequences which survive the Programme
Risk Number	12
Risk Name	Legal risk
Risk Definition	Risk that Programme does not, or appears not to, comply with legislation, regulations, contracts, etc
Risk Owner	Sponsor Body
Justification	Determined by the Parliamentary Buildings (Restoration and Renewal) Act 2019; risk does not live beyond the Programme
Risk Number	13
Risk Name	Digital Systems risk
Risk Definition	The risk that the Programme does not have the digital systems that it needs to support delivery
Risk Owner	Sponsor Body
Justification	Programme accountable for its own administration; risk does not live beyond the Programme
Risk Number	14
Risk Name	Resource risk
Risk Definition	The risk that the Programme is not staffed appropriately
Risk Owner	Sponsor Body
Justification	Programme accountable for its own administration; risk does not live beyond the Programme

Risk Number	15
Risk Name	Property risk
Risk Definition	The risk of damage to Parliamentary property and the heritage items and library collections within it, while in the possession of the Programme
Risk Owner	Whoever controls the specific premises / has possession of a decanted area will manage this risk
Justification	Relates to control of premises; does not survive beyond the Programme
Risk Number	16
Risk Name	Logistics risk
Risk Definition	Working in constrained sites and spaces within Westminster and the nature of deliveries to and from the Parliamentary Estate; logistics between both Houses and the Programme will require close coordination
Risk Owner	Each organisation will manage its own risk (with a key interface between them)
Justification	Increased activity during the Programme life will exacerbate the problem

APPENDIX 1
PARLIAMENTARY RELATIONSHIP GROUP PROCEDURE

1. Purpose of the PRG

- 1.1. The Parliamentary Relationship Agreement (“PRA”) provides in Clause 8.1 for the Parties to set up a Parliamentary Relationship Group (“PRG”).
- 1.2. The PRG is intended to provide a forum for discussions, escalation of disputes and other matters which require agreement between the Parties and which are not agreed or resolved between the Representatives.
- 1.3. Without limitation, the following matters may be referred to the PRG:
 - 1.3.1. disputes;
 - 1.3.2. the handling of Significant Risk;
 - 1.3.3. the nature, scope and cost of those facilities and shared services to be provided by one Party to another from time to time throughout the Programme;
 - 1.3.4. Variations to the PRA, its appendices and annexes, as provided for in the Variation Procedure; and
 - 1.3.5. any other matters relating to the Programme which the Parties decide to discuss at PRG level.

2. Membership of the PRG

- 2.1. The Members of the PRG shall be:
 - 2.1.1. The Clerk of the Parliaments;
 - 2.1.2. The Clerk of the House of Commons; and
 - 2.1.3. The Chief Executive of the Sponsor Body.
- 2.2. The Members may nominate delegates to attend in their place.

3. Persons who may attend the PRG

- 3.1. The Members may invite any other person from their respective organisations, including relevant Representatives, to attend from time to time in order to provide information or assistance.
- 3.2. At the request of the Members and upon reasonable notice, the Sponsor Body may request that the Chief Executive of the Delivery Authority or their delegate attend the PRG to provide information or assistance.
- 3.3. Attendees will normally only attend for the discussion of the specific issue for which they have been invited.

4. Secretariat

- 4.1. The PRG will be supported by a Secretariat, which will make arrangements for meetings, prepare agendas, distribute papers, organise attendance, give advice in relation to this PRG Procedure, and make and keep records.
- 4.2. The Secretariat will conduct itself impartially as between the Parties. In pursuance of this requirement, each Member will nominate an employee from their respective organisations to join the Secretariat team. Secretariat duties may be shared between the team members, or rotated by agreement amongst them.

5. Meetings

Meeting arrangements

- 5.1. Meetings of the PRG will normally be held at a time and place to be agreed between the Members, which may be at regular intervals or on an ad hoc basis, as they see fit.
- 5.2. Notwithstanding paragraph 5.1, any Member may call a meeting of the PRG. Members will normally expect at least five working days' notice of such a meeting but may agree to waive this requirement if an earlier resolution of an urgent issue is desirable or necessary.
- 5.3. Meetings of the PRG will normally be in person. However, if necessary, Members may agree to resolve a matter by correspondence, telephone or video conference. Any decision taken in such circumstances will be recorded in the minutes by the Secretariat under paragraph 5.7.

Number of Members attending a meeting of the PRG

- 5.4. A meeting of the PRG will normally not be properly constituted unless all three Members are present, either in person or remotely via telephone or video conference. However, one Member may give notice in writing that they consent to a meeting of the PRG in their absence, in which case a meeting of the PRG will be properly constituted by the remaining two Members.

Decisions

- 5.5. A decision of the PRG will be taken by consensus of all three Members except where:
 - 5.5.1. a Member gives notice under paragraph 5.4, or
 - 5.5.2. a Member gives notice in writing that a decision on a specified issue may be taken by the other two Members alone.

Circulation of papers

- 5.6. The papers relating to a meeting of the PRG will normally be circulated at least five working days in advance of that meeting.

Minutes and records of decisions of the PRG

- 5.7. The Secretariat will record the minutes of all meetings of the PRG, including, but not limited to, the following:
 - 5.7.1. the list of Members attending, including the fact of any notified absence of any Member under paragraph 5.4;

- 5.7.2. the list of attendees who are not Members;
- 5.7.3. agenda items considered by the PRG;
- 5.7.4. actions agreed by the PRG; and
- 5.7.5. decisions taken by the PRG, including the fact of any notified consent to a decision being taken in the absence of one Member under paragraph 5.5.2.

6. Variation of this PRG Procedure

- 6.1. The PRG may agree a Variation of this PRG Procedure in accordance with the Variation Procedure set out in Appendix 2.

APPENDIX 2

VARIATION PROCEDURE

1. Definition of a Variation

- 1.1. For the purpose of this Appendix 2, a Variation means a change to the main clauses of the Parliamentary Relationship Agreement (“PRA”) or to any Appendix or Annex of the PRA.
- 1.2. A Variation does not include any additions or subtractions made to the Schedules of the PRA as these are lists or statements of fact (PRA Clause 67.3). The relevant Representatives will notify the PRG Secretariat of necessary changes to a Schedule in accordance with the relevant Clauses of the PRA and the Secretariat will be responsible for keeping the Schedules up to date.
- 1.3. The Parties agree that no Variation shall occur or be deemed to have occurred through a course of conduct or otherwise but only through the application of the provisions of this Appendix 2.

2. Requesting a Variation

Variation of Clauses of the PRA

- 2.1. The clauses of the PRA may be varied only by agreement between the Sponsor Body and the Corporate Officers.
- 2.2. Where agreement to a Variation is reached, that decision shall be recorded in accordance with Part 2 of this Variation Procedure.
- 2.3. Any Variation of the PRA shall become effective on the earlier of:
 - 2.3.1. the date of signature of the Variation Log required by Part 2 of this Variation Procedure; and
 - 2.3.2. the date of signature of a restated and amended version of the PRA.

Variations to Appendices and Annexes requiring PRG approval

- 2.4. Where required to do so by the provisions of the relevant Appendix or Annex, the Party initiating a request for a Variation must refer its proposal for consideration at a meeting of the PRG.
- 2.5. The Party initiating a request for a Variation will set out in writing the rationale for the Variation and the impact (if any and if known) the Variation would have on the Programme Delivery Agreement (“PDA”) and on any ancillary agreements relating to the Works. This explanation will be presented at the meeting of the PRG to aid discussion.
- 2.6. The PRG shall make a decision on the Variation and, if it is agreed to, that decision shall be recorded in accordance with Part 2 of this Variation Procedure.
- 2.7. The Variation shall become effective when the relevant Appendix or Annex is amended and dated accordingly.

Variations to Appendices and Annexes approved by Representatives

- 2.8. Where permitted to do so by the provisions of the relevant Appendix or Annex, relevant Representatives of all Parties who are signatories to that Appendix or Annex may agree a Variation thereto.
- 2.9. The Party initiating a request for a Variation will set out in writing the rationale for the Variation and the impact (if any and if known) the Variation would have on the PDA and on any ancillary agreements relating to the Works. This explanation will be taken into account by the Representatives in coming to their decision.
- 2.10. If the Variation is agreed to by the Representatives, that decision shall be recorded in accordance with Part 2 of this Variation Procedure.
- 2.11. The Variation shall become effective when the relevant Appendix or Annex is amended and dated accordingly.
- 2.12. If the relevant Representatives cannot come to an agreement in relation to whether or not to accept the proposed Variation, the decision shall be referred to the PRG and the procedure set out in paragraph 2.2 will apply.

Variations to the Standards Procedure (Appendix 3)

- 2.13. The Parties agree that variations to the Standards Procedure (Appendix 3) shall be agreed by the Standards Group.
- 2.14. The Party initiating a request for a Variation to the Standards Procedure will set out in writing the rationale for the Variation and the impact (if any and if known) the Variation would have on the PDA and on any ancillary agreements relating to the Works. This explanation will be taken into account by the Standards Group in coming to its decision.
- 2.15. If the Variation to the Standards Procedure is agreed to by the Standards Group, that decision shall be recorded in accordance with Part 2 of this Variation Procedure.
- 2.16. The Variation shall become effective when the Standards Procedure is amended and dated accordingly.
- 2.17. If the Standards Group cannot come to an agreement in relation to whether or not to accept the proposed Variation to the Standards Procedure, the decision will be referred to the PRG and the procedure set out in paragraph 2.2 will apply.

3. Costs of preparing Variation requests

- 3.1. Each Party will bear its own costs in relation to compliance with this Variation Procedure.

4. Log of Variations

- 4.1. The PRG Secretariat will keep a log of all Variations to the main body of the PRA, Appendices and Annexes agreed between the Parties in substantially the form set out in this Part 2.

Document:	Effective date of Variation:
Initiated by: Variation requested by [Corporate Officers or the Sponsor Body]	
Date of request:	
Reason for Variation:	
Description and impact of the Variation (including to delivery and performance):	
Required amendments to wording of appendix or annex:	
Supporting or additional information:	
SIGNED BY OR ON BEHALF OF THE CORPORATE OFFICER OF THE HOUSE OF LORDS	SIGNED ON BEHALF OF THE CORPORATE OFFICER OF THE HOUSE OF COMMONS
Signature:	Signature:
Name:	Name:
Position:	Position:
Date:	Date:
SIGNED ON BEHALF OF THE SPONSOR BODY	
Signature:	
Name:	
Position:	
Date:	

APPENDIX 3

STANDARDS PROCEDURE

1. Standards Management Approach

- 1.1. In order to ensure a common way of working and to integrate the Programme into the operation and administration of the Houses of Parliament, the Parties acknowledge that it would be beneficial to agree certain technical, design and operational standards.
- 1.2. A Standards Management Strategy and associated detailed processes will be developed. It will include the creation of a joint Programme-House 'Standards Group'. The principles to be followed are:
 - 1.2.1. Adopt a collaborative approach involving all stakeholders in agreeing standards. Re-use and integrate existing work / analysis where appropriate.
 - 1.2.2. Provide confidence to both Houses (via the Standards Group) that the Programme's strategic objectives are being addressed by the standards adopted within the Programme.
 - 1.2.3. Make sure that the chosen ("Agreed") standards are applicable, appropriate, drive value-for-money on a whole-life basis and facilitate the development and delivery of the Programme.
 - 1.2.4. A 'standard' is an agreed way of doing something, which could be technical principles or criteria for making a product (design solution), a process, delivering a service or supplying materials. It is not itself a design solution.
 - 1.2.5. Standards will be developed collaboratively and then agreed by the Corporate Officers and the Sponsor Body, via the Standards Group. The Standards Group will be required to make timely decisions and responses in support of Programme timescales.
 - 1.2.6. Subject to NEP being designated by both House Commissions, it is anticipated that the existing NEP standards will remain valid.

2. Standards Procedure

- 2.1 The arrangements for determining the standards which will apply to the Programme are now under development, in collaboration with the R&R Directors in both Houses. The Standards Group will be consulted on this work, which will take place in four phases:
 - 2.1.1. *Strategy and Process* – working collaboratively to develop a clear strategy and process for agreeing and changing standards (including this Appendix) and understanding which standards should apply at the substantive stage.
 - 2.1.2. *Discovery* – building on the work of the R&R Directors to pull together a coordinated and coherent set of existing standards.
 - 2.1.3. *Applicability* – joint working by Programme and Parliamentary teams to review the applicability of the full set of standards to the Programme. This will be a critical activity to assess if existing standards are suitable, or if

changes or new standards are needed, and how they should be applied within the Programme.

- 2.1.4. *Detailed process* – standards management process/procedures, templates, etc, and associated database for ongoing management.

2.2 *Standards Categories*

- 2.2.1 *Application of existing Standards:* Where the Programme wish to apply existing Standards (and previously agreed derogations), this will be noted and agreed.
- 2.2.2 *New Standards:* Where new Standards are considered necessary, they may be proposed to the Standards Group by the Sponsor Body, Delivery Authority or the Corporate Officers, adopting or adapting industry norms, or existing Parliamentary or other standards where appropriate. The new standards agreed by the Standards Group will be subsequently adopted by the Programme.
- 2.2.3 *Changes to Standards:* Where circumstances require, either the Sponsor Body, Delivery Authority or the Corporate Officers may propose changes or updates to Standards. The changes will be developed and approved in the same way as new Standards. These changed standards may be agreed to apply only to the Programme.
- 2.2.4 *Derogations and Concessions:* The Delivery Authority may request the Standards Group to approve derogations from Standards. A request for derogation must be supported by a short case justifying the derogation based on value for money, safety, quality, functionality. The Standards Group will aim to review and decide such requests within 20 working days.

2.3 *Compliance with Standards*

- 2.3.1 The Delivery Authority will review its contractors' designs for compliance with agreed Standards. A report on standards compliance will be provided to the Standards Group.
- 2.3.2 The Delivery Authority will accept completed work from contractors after verification. This will include design reviews, testing and commissioning activities, and "as-built" certification which will assess compliance with the Standards. Compliance status will be reported to the Standards Group.
- 2.3.3 In the event that a non-compliance is found, the Delivery Authority will implement contract mechanisms for rejecting and correcting these (or agreeing a concession), and keep the Standards Group informed.

3 **Standards Group**

- 3.1 The Parliamentary Relationship Agreement ("PRA") provides in Clause 15 for the Parties to set up a Standards Group.
- 3.2 The purpose of the Standards Group is to:
 - 3.2.1 Agree standards up-front that will be used on the Programme, in order to deliver the Programme Requirements and mitigate risk when handing assets back.

- 3.2.2 Agree concessions, derogations and changes to Agreed Standards
- 3.2.3 Provide a collaborative forum across both Houses and the Programmes for consultation on the Standards Strategy and supporting processes.

Remit of the Standards Group

- 3.2.4 Agree the set of Standards that the Programme will adopt and work to.
- 3.2.5 Agree any proposed changes to those standards.
- 3.2.6 Agree derogations or concessions to those standards.
- 3.2.7 Conduct its work with regard to the required objectives for safety, quality, value for money and schedule.
- 3.2.8 Refer to the Parliamentary Representative Group any areas of disagreement between the parties.

Membership of the Standards Group

- 3.2.9 It is important that the Standards Group represents all affected parties across both Houses and the Programmes, demonstrates competence in managing the remit, and builds/maintains trust with key stakeholders.
- 3.2.10 The membership of the Standards Group will be drawn from the Delivery Authority and both Houses and will include a representative of each specialist area in which standards are required (although not all may be required at every meeting).
- 3.2.11 As the Delivery Authority is accountable to the Sponsor Body for the works under the Act, it is proposed that the Standards Group will have an external chair appointed by the Sponsor Body, who will attempt to broker compromises in the event of disagreement. The Sponsor Body will consult both Houses and the Delivery Authority on the appointment of the Chair.

Secretariat

- 3.2.12 The Standards Group will be supported by a Secretariat, which will conduct itself impartially as between the Parties. Secretariat resources will be provided from within the Programme.

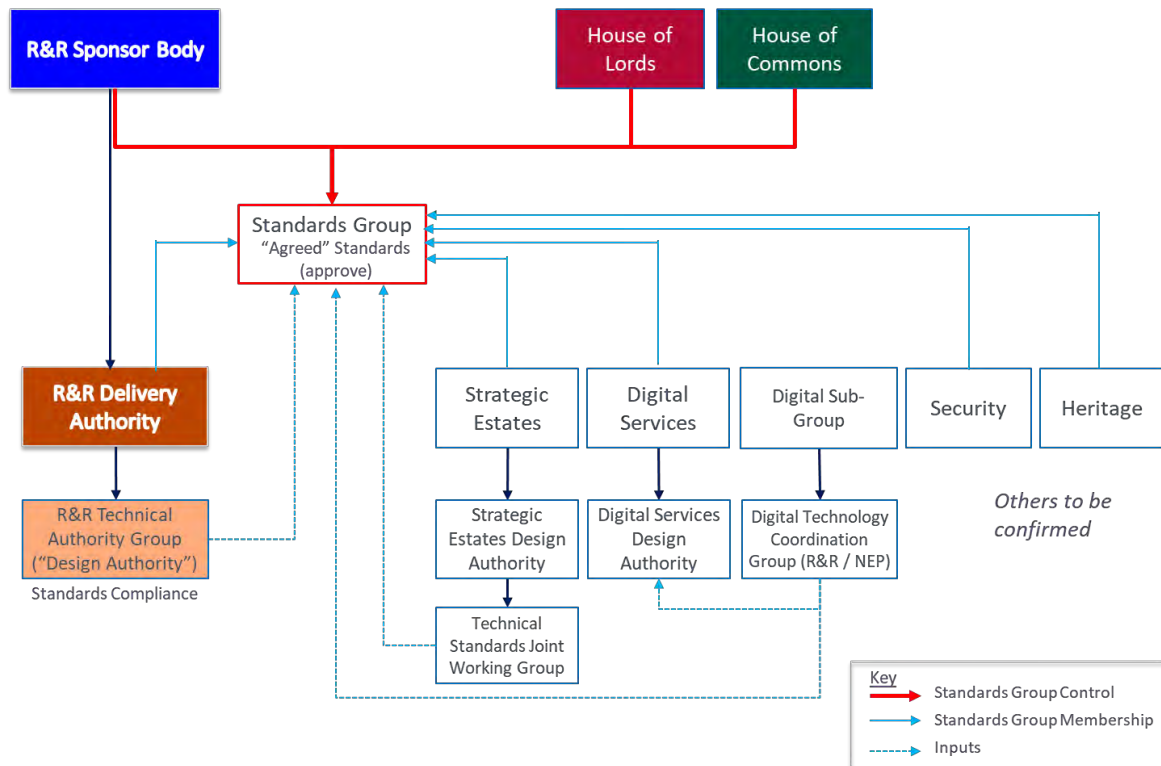
Terms of Reference

- 3.2.13 The Standards Group will agree its own terms of reference.

4 Governance

- 4.1 The Technical Authority Group (TAG) will act as the design authority for the Programme, and hence will be responsible for developing the standards for the Programme subject to the approval of the Standards Group.
- 4.2 The current governance arrangements within the Parliamentary In-House Services and Estates team for NEP projects will continue to apply until both House Commissions have designated NEP, at which point the Standards Group will oversee the transition to the new governance arrangements.
- 4.3 Linkage to other bodies with Standards accountability (e.g. Digital, Security) will be established via their representation at the Standards Group.

4.4 The governance arrangements for the agreement of Standards is illustrated in the figure below.



5 Definitions

Standard

5.1 A 'standard' is an agreed way of doing something, which could be technical principles or criteria for making a product and not the product itself (i.e. a design solution), a process, delivering a service or supplying materials. It is not itself a design solution.

5.2 Standards may consist of specifications, codes of practice, methods, vocabulary (terms and definitions) or guides.

Agreed Standards

5.3 In order to ensure a common way of working and to integrate the Programme into the operation and administration of the Houses of Parliament, the Parties acknowledge that it would be beneficial to agree certain technical, design and operational standards or ways of working. Agreed Standards are those standards that have been discussed and accepted by all Parties as required for the Programme.

Derogations and Concessions

5.4 If a party determines that applying a Standard would not be appropriate, they can set out the alternative measures that they intend to implement and seek a Derogation for the particular design from the Standards Group.

5.5 If a completed design or as-built product is not compliant to a particular Standard, a Concession may be sought to allow permission to use or release that product.

APPENDIX 4
SECURITY AND ACCESS ARRANGEMENTS

[Restricted: Security]

APPENDIX 5

ARRANGEMENTS FOR THE REMOVAL AND CARE OF HERITAGE ITEMS AND COMMONS LIBRARY COLLECTIONS

1. Definitions

- 1.1 In this Appendix 'Item' means any item listed in Schedule 3 (Inventory of Heritage Items, Commons Library Collections and Goods) of the PRA which is portable, or fixed within any building for which the Sponsor Body and Delivery Authority will be granted an Agreement to Occupy for Works, except for those categorised as Goods.

2. Scope

- 2.1 The Archives Relocation Programme and the decant of the House of Lords Library Collections are outside the scope of the Programme (unless specifically designated in by both House Commissions in accordance with section 1 of the Parliamentary Buildings (Restoration and Renewal) Act 2019 or as otherwise agreed by the Parties). Their requirements for accommodation on reoccupation will nonetheless form part of the Sponsor's requirements for the Delivery Authority to deliver.

3. Inventories

- 3.1 The Corporate Officers will be accountable for producing lists of Items in all Parliamentary collections (as required to document the items for which the Programme will arrange storage or care). The Sponsor Body/Delivery Authority will provide a service, which will be defined in an SLA, to support the preparation of these lists for the Parliamentary Art Collection, the Historic Furniture and Decorative Art Collection, and the Architectural Fabric Collection.

4. Northern Estate Programme

- 4.1 The Corporate Officer of the House of Commons will continue for the time being to be accountable for the removal and storage of Items from the Northern Estate, and the Northern Estate Programme will support this work. Any change to these arrangements will be subject to agreement between the Parties.

5. Off-site Storage and Maintenance Facilities

- 5.1 The Corporate Officers will be accountable for specifying, through a consultation process led by the Sponsor Body/Delivery Authority, the requirements for the off-site storage and maintenance facilities for Items needed during decant, recognising that the Corporate Officers will be accountable for making their own arrangements for certain collections (currently the Parliamentary Archives and Lords Library Collections). The Sponsor Body/Delivery Authority will be accountable for procuring, on behalf of the Corporate Officers, providing and handing over those facilities to the Corporate Officers at a time which is in accordance with their requirements. Any proposed changes to these requirements will be subject to change control.
- 5.2 The Corporate Officers will be accountable for identifying (using the lists produced under paragraph 3) the items to be moved to the storage facilities by the Sponsor Body/Delivery Authority and for specifying any requirements for the standards of care. The Corporate Officers will also be accountable for identifying any other moves of Items required e.g. loan returns, new loans and exhibitions, or associated with the Lords and Commons decants to the respective decant locations. The

relevant Corporate Officer will be responsible for all of the moves that are required to facilitate the respective decants. Responsibility for moves of Items from the Palace of Westminster or other locations is to be agreed between the Parties.

- 5.3 Arrangements for funding and operating the storage facilities and delivering off-site conservation work, including any moves and retrievals of stored items during the period of their decant, are to be agreed between the Parties.

6. Public engagement

- 6.1 The Corporate Officers will retain ownership of the Items and will therefore be accountable for all public engagement activity involving the Items during their removal from the Parliamentary Estate but the Sponsor Body may propose such activities as it thinks desirable with the aim of coordinating this activity with the Programme's public engagement activity.

7. Items left in situ during the works

- 7.1 The Corporate Officers will identify those Items in Schedule 3 (Inventory of Heritage Items, Commons Library Collections and Goods), which they consider will, or may be, left in situ during the Works.
- 7.2 The Corporate Officers will consult the Sponsor Body/Delivery Authority about the risks, practicalities and cost of leaving each Item on this list in situ, and the Sponsor Body/Delivery Authority will provide appropriate information to support this as far as is reasonably available.
- 7.3 Following this consultation, the Corporate Officers will be accountable for deciding and notifying the Sponsor Body/Delivery Authority of the list of Items which will remain, balancing risk and value for money, in time to allow the Sponsor Body/Delivery Authority to plan appropriately. Subsequent changes to this list will be subject to consultation and change control between the Parties.
- 7.4 Where necessary, the Corporate Officers will be accountable for specifying, and the Sponsor Body/Delivery Authority will be accountable for carrying out, any stabilisation works on Items prior to their removal or being bailed to the Sponsor Body (or the Delivery Authority on its behalf).
- 7.5 Where necessary, the Sponsor Body/Delivery Authority will cooperate with the Corporate Officers to facilitate the documentation, removal, storage and return of 'fixed' items, for example by disconnecting services.
- 7.6 The Sponsor Body/Delivery Authority will be accountable for ensuring protection in compliance with the Agreed Standards for all Items in its care, and for their routine monitoring and inspection.
- 7.7 During the time when Items remain in situ on a part of the site controlled by the Sponsor Body/Delivery Authority, the Parties will agree a planned programme of inspection for making escorted visits to the Items to verify that the protection is compliant with the Agreed Standards.
- 7.8 All Items left in situ during the Works will be subject to condition surveys including photographs prior to hand over. All Parties have the right to witness the surveys.
- 7.9 All such Items will be surveyed again at hand back, and any deterioration which can be attributed to a failure to maintain the required standards of protection may result

in a claim against a contractor by the Sponsor Body/Delivery Authority on behalf of the Corporate Officers. All parties have the right to witness the surveys.

- 7.10 If the Sponsor Body/Delivery Authority becomes aware of any damage to an Item in its care, however this may have occurred, it will inform the Corporate Officers as soon as reasonably practical and will agree with the Corporate Officers what investigation is required and subsequently what action will be taken.
- 7.11 The Sponsor Body/Delivery Authority will notify the Corporate Officers of any items discovered during the Works which may be deemed as Items and will seek their advice on their treatment.
- 7.12 Subject to Clause 49 of the PRA, the Corporate Officers will be accountable for providing valuations of Items prior to decant in order to support insurance and any subsequent claims.

8. Returning to the Palace of Westminster

- 8.1 The Corporate Officers will be accountable for specifying the post-Programme storage facilities that the Sponsor Body/Delivery Authority is required to provide in the Palace of Westminster and on the Parliamentary Estate. The Programme will be accountable for delivering the facilities according to the Sponsors' Requirements.
- 8.2 The Parties will cooperate on the planning for the reoccupation of the Palace of Westminster in respect of Items.
- 8.3 Arrangements for moving the Items back to the Parliamentary Estate following the completion of the Works are to be agreed between the Parties.

APPENDIX 6
HANDOVER PROCEDURE

[To be agreed]

APPENDIX 7
DECANT PROCEDURE

[To be agreed]

APPENDIX 8
EMERGENCY PLAN

[To be agreed]

ANNEX 1
DATA SHARING AGREEMENT

DATED

8 APRIL 2020

THE CORPORATE OFFICER OF THE HOUSE OF LORDS (1)
THE CORPORATE OFFICER OF THE HOUSE OF COMMONS (2)
THE PARLIAMENTARY WORKS SPONSOR BODY (3)
AND
THE RESTORATION AND RENEWAL DELIVERY AUTHORITY
LIMITED (4)

DATA SHARING AGREEMENT

THIS DATA SHARING AGREEMENT IS MADE ON 8 APRIL 2020

BETWEEN

- (1) **THE CORPORATE OFFICER OF THE HOUSE OF LORDS** OF HOUSE OF LORDS, LONDON SW1A OPW;
- (2) **THE CORPORATE OFFICER OF THE HOUSE OF COMMONS** of House of Commons, London SW1A OPW;

(together, the “Corporate Officers”).

- (3) **THE PARLIAMENTARY WORKS SPONSOR BODY** of Palace of Westminster Restoration and Renewal Programme, First Floor, 7 Millbank, House of Commons, London SW1P 3JA (the “Sponsor Body”)
- (4) **THE RESTORATION AND RENEWAL DELIVERY AUTHORITY LIMITED** of Elm Yard, 10-16 Elm Street, London, WC1X 0BJ (the “Delivery Authority”).

(together the Corporate Officers, the Sponsor Body and the Delivery Authority are the “Parties” and each a “Party”).

Whereas

- a) The Corporate Officers and the Sponsor Body have entered into an agreement containing provisions relating to the relationship between the Sponsor Body and Parliament (the “Parliamentary Relationship Agreement”) by virtue of section 6 of the Parliamentary Buildings (Restoration and Renewal) Act 2019.
- b) In addition to the Parliamentary Relationship Agreement, all Parties wish to capture their respective obligations in relation to the sharing of Personal Data and all other types of Programme Data, Built Asset Data and Parliamentary Data, which is more particularly described in Schedules 1, 2, 3, 4 and 5.

The Parties have agreed as follows:

Part 1 General

1. TERM

- 1.1. This DSA shall be effective from:
 - 1.1.1. between the Corporate Officers and the Sponsor Body, 8 April 2020; and
 - 1.1.2. between the Corporate Officers, the Sponsor Body and the Delivery Authority, from the date that this DSA is signed by the Delivery Authority.
- 1.2. This DSA shall expire on the date that the Sponsor Body is abolished pursuant to section 10 of the Act.
- 1.3. No Party shall have a right of termination or exit from this DSA prior to the abolition of the Sponsor Body.

2. REVIEW

- 2.1. This DSA shall be reviewed every six (6) months by the Parties and more frequently if required at the reasonable request of a Party.
- 2.2. Following any review of this DSA, the Parties, acting reasonably and in good faith, shall agree any amendments required to ensure:
 - 2.2.1. compliance with legislation;
 - 2.2.2. compliance with regulatory guidance; and
 - 2.2.3. that this DSA reflects the factual reality of the information and data sharing between the Parties, including the details set out at Schedules 1, 2, 3, 4 and 5.
- 2.3. In respect of Personal Data, when reviewing this DSA the Parties shall in particular consider whether:
 - 2.3.1. the sharing of Personal Data is still necessary and justified;
 - 2.3.2. there have been any changes in how the Personal Data is being shared that needs to be communicated to Data Subjects;
 - 2.3.3. that governance procedures agreed between the Parties for the sharing of Personal Data are still adequate and working properly, including ensuring that any retention periods mutually agreed in accordance with Clause 13.6 are still being applied correctly;
 - 2.3.4. Data Subjects are still able to effectively exercise their Data Subject Rights in respect of the Shared Personal Data; and
 - 2.3.5. there have been any queries or complaints from Data Subjects and if these have been handled correctly.
- 2.4. Where agreement to amend this DSA is reached in accordance with Clause 2.2, such amendments shall not be effective until this DSA is:
 - 2.4.1. conformed to include the varied wording in the Clauses and/or Schedules; and
 - 2.4.2. signed as a restated and amended version.
- 2.5. The Parties acknowledge that, in accordance with Clause 2.2.3, further details may need to be added to this DSA to reflect the details and standards relevant to the sharing of Parliamentary Data, Built Asset Data and Programme Data.

3. PRINCIPLES

- 3.1. The Parties shall co-operate and ensure that this DSA remains fit for purpose, reflects current needs, ensures all information and data is adequately safeguarded and supports the effective protection and support of individuals' rights.
- 3.2. Each Party, when acting as a Controller, shall be responsible for their own data protection processing justification.
- 3.3. All Parties shall be responsible for data security and adhering to best practice standards.

4. FLOW DOWN TO CONTRACTORS

- 4.1. The Sponsor Body and Delivery Authority shall ensure that all of the obligations on them under each Clause of this DSA shall be flowed down to all contractors and

subcontractors engaged by the respective Party, including all requirements relating to Processors as set out at Clause 10 (Use of Processors).

Part 2 Personal Data

5. RELATIONSHIP

- 5.1. Each Party is a Controller in respect of its processing carried out to share Personal Data under this DSA, and as described in Schedule 3 and Schedule 5.
- 5.2. The Schedules of this DSA shall detail which Parties are sharing Personal Data and with whom.
- 5.3. For the purposes of this DSA, the Parties are not acting as joint Controllers. If the Parties determine that in relation to any processing of Personal Data they are acting as joint Controllers they shall enter into a joint controller agreement to meet the requirements of Article 26 of the GDPR.
- 5.4. As at the date of this DSA, the Data Protection Officer of each Party is as follows:

Party	Data Protection Officer	Contact details
The Corporate Officer of the House of Lords	Frances Grey	holinfocompliance@parliament.uk
The Corporate Officer of the House of Commons	Victoria Payne	IRIS@parliament.uk
Sponsor Body	To be confirmed by the Sponsor Body to the other Parties	To be confirmed by the Sponsor Body to the other Parties
Delivery Authority	To be confirmed by the Delivery Authority to the other Parties	To be confirmed by the Delivery Authority to the other Parties

- 5.5. Each Party shall inform the other Parties of any changes to the identity and/or contact details of its Data Protection Officer.

6. SUPERVISORY AUTHORITY

- 6.1. In relation to the processing of Personal Data, each Party recognises the Information Commissioner's Officer (ICO) as the supervisory authority.

7. PERSONAL DATA, BASIS FOR SHARING AND PURPOSE

- 7.1. Personal Data is being shared for the purpose set out in section 1 (Purpose for which personal data is to be shared) of Schedule 3 and Schedule 5.
- 7.2. Schedule 3 and Schedule 5 will detail the following types of Personal Data:
- 7.2.1. contact information;
 - 7.2.2. personnel data and files; and
 - 7.2.3. stakeholder consultation data.

- 7.3. The Shared Personal Data may not be used by the Parties for any purpose other than the Stated Purpose. If any of the Parties wish to use the Shared Personal Data for another purpose not set out in section 1 (Purpose for which personal data is to be shared) of Schedule 3 or Schedule 5, it may be necessary for the Parties to vary this DSA or enter into a new data sharing agreement, as the case may require.
- 7.4. The Parties that are sharing the Shared Personal Data with one another are set out at section 2 (Personal Data to be shared) of Schedule 3 and Schedule 5.
- 7.5. The Personal Data that may be shared between the Parties under this DSA is listed at section 2 (Personal Data to be shared) of Schedule 3 and Schedule 5.
- 7.6. The lawful basis for processing the Shared Personal Data pursuant to the Data Protection Legislation is detailed at section 3 (Basis for sharing) of Schedule 3 and Schedule 5.
- 7.7. Where a Party relies on consent of the Data Subject as a lawful basis for processing, that Party shall ensure that consent is freely given, specific, informed and unambiguous, and shall have regard to the conditions relating to consent set out in the Data Protection Legislation.
- 7.8. If a Data Subject contacts a Party to withdraw their consent to processing, subject to any exemptions that may apply, that Party must notify all other relevant Parties and the Parties must cease sharing the Data Subject's Personal Data for the Stated Purpose of this DSA.

8. PRIVACY NOTICES

- 8.1. If a Party is sharing Personal Data with another Party it shall ensure that it has all necessary notices and consents in place before sharing as required by Data Protection Legislation to enable the lawful transfer of the Shared Personal Data to the Permitted Recipients for the purposes of this DSA.
- 8.2. Parties shall regularly review their Privacy Notices to ensure they accurately reflect the sharing of Personal Data.

9. DATA SUBJECT RIGHTS

- 9.1. If a Party receives a Data Subject Request from a Data Subject that is intended for another Party, it shall inform the Data Subject that it is not the Controller of the Data Subject's Personal Data in that circumstance and provide the Data Subject with details of the other Party that it believes is the Controller.
- 9.2. The Parties acknowledge that each Party in its role as a Controller remains responsible for compliance with Data Subject Rights.

10. USE OF PROCESSORS

- 10.1. The Parties acknowledge that each Party as a Controller may appoint Processor(s) to process Personal Data on its behalf.
- 10.2. In accordance with Clause 4, the Sponsor Body and Delivery Authority shall flow down the relevant provisions of this DSA.

Part 3 All Data

11. NON-PERSONAL DATA AND PURPOSE FOR SHARING

- 11.1. Non-Personal Data is being shared for the purpose set out in Schedules 1, 2, 4 and 5.

11.2. Schedules 1, 2, 4 and 5 will detail the following types of Non-Personal Data:

- 11.2.1. assets registers and associated data;
- 11.2.2. commissioning and requirements;
- 11.2.3. estate data;
- 11.2.4. facilities and logistics;
- 11.2.5. governance;
- 11.2.6. health and safety;
- 11.2.7. planning;
- 11.2.8. programme information and reporting;
- 11.2.9. security;
- 11.2.10. stakeholder consultation data;
- 11.2.11. contractual and commercial;
- 11.2.12. financial; and
- 11.2.13. working data.

12. QUALITY AND ACCURACY

12.1. Subject to clause 12.2, the Parties shall use reasonable endeavours to ensure the Programme Data is:

- 12.1.1. of adequate quality;
- 12.1.2. useable;
- 12.1.3. correct; and
- 12.1.4. not misleading as to any matter of fact.

12.2. If the Party disclosing Parliamentary Data or Programme Data becomes aware that the Parliamentary Data or Programme Data (as applicable) it disclosed is inaccurate it shall inform the Party receiving the Parliamentary Data or Programme Data and those Parties shall determine together whether there is a need to correct the inaccurate Parliamentary Data or Programme Data.

12.3. Throughout the duration of this DSA, the Parties shall use reasonable endeavours to improve the quality of the relevant Programme Data where necessary.

13. RETENTION AND DELETION OF DATA

13.1. Any Shared Personal Data must only be retained for as long as is strictly necessary to achieve the Stated Purpose.

13.2. Each Party shall regularly review the content and status of the Shared Personal Data held by it to ensure that retention of the Shared Personal Data is still required for the Stated Purpose.

13.3. Any such review of the Shared Personal Data must be conducted in accordance with the relevant Party's data retention policy, as amended from time to time. For the avoidance of doubt, the relevant Party for the purpose of this Clause shall be the Party that holds the particular Shared Personal Data.

- 13.4. Subject to Clause 24 (Archiving), any Programme Data held by a Party that no longer needs to be retained shall be securely deleted by the relevant Party.
- 13.5. Subject to Clause 24 (Archiving), the Sponsor Body and Delivery Authority shall securely delete any Parliamentary Data shared by the Corporate Officers with the Sponsor Body or Delivery Authority that it no longer needs or on the instruction of the Corporate Officers.
- 13.6. If the Parties jointly determine that it is required, the Parties shall work together to agree mutual rules on retention and deletion of Programme Data, in particular where the Programme Data is common to more than one Party and therefore needs to be treated in the same way by each.

14. AGREED STANDARDS

- 14.1. The Parties shall ensure that all Programme Data and Parliamentary Data that is shared between the Parties, is shared between the Parties and handled in accordance with the relevant information and data standards set out in Schedule 2 (Standards) of the Parliamentary Relationship Agreement.
- 14.2. The standards identified at Clause 14.1 are the applicable standards that are applicable as at the date of this DSA.
- 14.3. The Parties acknowledge that:
 - 14.3.1. the arrangements for standards as at the date of this DSA are contained in the Parliamentary Relationship Agreement; and
 - 14.3.2. that in relation to standards for information systems, information and cyber security relevant to this DSA, the Sponsor Body and Delivery Authority shall apply the same standards as the Corporate Officers have in place from the date of this DSA up to and including 31 October 2020, after which point the Sponsor Body and Delivery Authority may apply different standards, subject to the agreement of the Corporate Officers.

15. SECURITY BREACHES

- 15.1. If a Party suffers a Personal Data Breach relating to the Shared Personal Data and that Party determines that such Personal Data Breach should be reported to the Information Commissioner, that Party shall promptly inform the other Parties of the Personal Data Breach and of the notification to the Information Commissioner and Data Subjects if applicable.
- 15.2. If:
 - 15.2.1. a Party suffers a Security Incident relating to the Programme Data that does not constitute a Personal Data Breach dealt with under Clause 15.1; or
 - 15.2.2. the Sponsor Body or Delivery Authority suffer a Security Incident relating to Parliamentary Data that does not constitute a Personal Data Breach dealt with under Clause 15.1,
 - 15.2.3. it shall promptly inform the other relevant Parties of that Security Incident if it is reasonably considered by the Party or Parties who suffer the Security Incident that such Security Incident could present a risk to the security, work and/or reputation of another Party or Parties, including a risk to the physical security of individuals.
- 15.3. The Parties' obligations under Clauses 15.1 and 15.2 shall:

- 15.3.1. apply if the Personal Data Breach or Security Incident is caused by a contractor of the relevant Party; and
- 15.3.2. include provision of further information to the other Parties in phases, as details become available.

Part 4 Confidentiality, Freedom of Information and Disclosure

16. CONFIDENTIALITY

- 16.1. For the purposes of this Clause, the term “Confidential Information” shall mean information held in whatever media or disclosed by any method which relates to the business or affairs of any Party or which relates to the Programme. Confidential Information includes, without prejudice to the generality of the foregoing, any know how, building plans, trade secrets, details of the procurement process or information marked as being ‘Restricted’, or equivalent, under the Parliamentary Protective Marking Scheme.
- 16.2. The Sponsor Body and the Delivery Authority each undertake that they shall not disclose to any person any Confidential Information of the Corporate Officers, except as permitted by Clause 16.4, 16.5 and 19.
- 16.3. The Corporate Officers undertake that they shall not disclose to any person any Confidential Information of the Sponsor Body or the Delivery Authority, except as permitted by Clause 16.4 and 16.6.
- 16.4. The Sponsor Body and the Delivery Authority may disclose the Confidential Information of the Corporate Officers and the Corporate Officers may disclose the Confidential Information of the Sponsor Body or the Delivery Authority:
 - 16.4.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this DSA or the Act. Each Party shall ensure that its employees, officers, contractors, representatives or advisers to whom it discloses the other Party's confidential information comply with this Clause 16 and where applicable Clause 17 (Protective Marking and Handling);
 - 16.4.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; or
 - 16.4.3. to either House of Parliament, or Members of either House, in response to Parliamentary questions or any other request made in the course of Parliamentary proceedings.
- 16.5. The Sponsor Body and the Delivery Authority shall not use the Confidential Information of the Corporate Officers for any purpose other than to exercise its rights and perform its obligations under or in connection with this DSA, the Act or the Parliamentary Relationship Agreement.
- 16.6. The Corporate Officers shall not use the Confidential Information of the Sponsor Body or the Delivery Authority for any purpose other than to exercise its rights and perform its obligations under or in connection with this DSA, the Act or the Parliamentary Relationship Agreement.

17. PROTECTIVE MARKING AND HANDLING

- 17.1. The Sponsor Body and the Delivery Authority shall at all times comply with the Parliamentary Protective Marking Scheme, including any updates to the Parliamentary Protective Marking Scheme.
- 17.2. In accordance with Clause 4 (Flow Down to Contractors), the Sponsor Body and Delivery Authority shall procure that its contractors comply with the Parliamentary Protective Marking Scheme, including any updates, when handling any Programme Data and/or Parliamentary Data.

18. CONFIDENTIALITY AGREEMENT FOR SUPPLIERS

- 18.1. The Sponsor Body and/or the Delivery Authority shall enter into a confidentiality agreement substantially in the form of the agreement set out at Schedule 6 with all suppliers who work on the Programme.

19. SHARING WITH THIRD PARTIES AND STAKEHOLDERS

- 19.1. The Parties acknowledge that Programme Data may be shared by the Sponsor Body and/or Delivery Authority with local planning authorities for the purpose of obtaining planning permission where required and to the extent necessary.
- 19.2. Subject to Clause 19.3, the Parties further acknowledge that Programme Data may be shared by the Sponsor Body and/or Delivery Authority with other third parties for knowledge sharing purposes and in that circumstance the Party disclosing the Programme Data shall:
 - 19.2.1. take into account guidance in the Parliamentary Protective Marking Scheme about the sharing of information and data;
 - 19.2.2. take account of the confidentiality of the Programme Data;
 - 19.2.3. only share the Programme Data to the extent necessary to achieve the aim of the knowledge sharing;
 - 19.2.4. ensure the Programme Data is shared securely; and
 - 19.2.5. keep a record of what Programme Data is shared, with whom and when.
- 19.3. The Sponsor Body and/or the Delivery Authority, as applicable, shall seek the agreement of the Corporate Officers before sharing any Programme Data for knowledge sharing purposes.

20. FOI AND EIR REQUESTS

- 20.1. The Parties acknowledge that:
 - 20.1.1. each Party is subject to its own separate obligations in respect of the requirements of the FOIA and the EIR;
 - 20.1.2. Information held by one Party but not the other Parties is not to be treated as being held by or on behalf of those other Parties and that this DSA does not create a relationship of master/servant in respect of any information; and
 - 20.1.3. any Party might hold Information which is not accessible to another Party.
- 20.2. Where FOI Requests are made of one Party which concern Information held by them which has either been provided by another Party or concerns the Programme, the Parties shall consult each other in relation to such requests to the extent that it is

permissible and reasonable to do so, acknowledging that the Party to whom the request has been sent must have the determining decision as to what is provided.

- 20.3. The House of Lords and the House of Commons are public bodies within the meaning of the FOIA and the EIR and, as such, the Sponsor Body and Delivery Authority should be aware that all Information received by the Corporate Officers may be subject to a future request under the FOIA and the EIR and will be dealt with accordingly.
- 20.4. The Sponsor Body is a public body by virtue of paragraph 29 of Schedule 1 to the Act, so the Sponsor Body should be aware that all Information that it receives may be subject to a future request under the FOIA and/or EIR and will be dealt with accordingly.
- 20.5. The Delivery Authority is a public body by virtue of paragraph 11 of Schedule 2 to the Act, so the Delivery Authority should be aware that all Information that it receives may be subject to a future request under the FOIA and/or EIR and will be dealt with accordingly.
- 20.6. Where necessary the relevant Parties shall co-operate with one another in relation to any communications or press releases relating to Information disclosed as a result of an FOI Request that may have an impact on another Party.
- 20.7. The Parties shall consider if it is necessary to put in place a protocol regarding responses to FOI Requests.

21. PUBLICATION SCHEME

- 21.1. In accordance with the FOIA, the Sponsor Body and the Delivery Authority shall each publish a publication scheme regarding Information held by the Sponsor Body and Delivery Authority respectively.

Part 5 Management and Governance

22. GOVERNANCE

- 22.1. The Parties shall be responsible for putting their own respective governance arrangements in place in relation to information security.

23. USE OF PHYSICAL RECORDS

- 23.1. The Parties agree that Programme Data should be digital by default, acknowledging that the Programme Data may need to be kept in a hard copy format where required by law and/or the Parliamentary Protective Marking Scheme.

24. ARCHIVING

- 24.1. For the purposes of this Clause 24, archiving refers to the collection and storage of documents that are archived for the purposes of public interest, scientific or historical research purposes or statistical purposes. It does not mean to refer to the use of the term “archiving” as commonly used in information technology.
- 24.2. The Corporate Officers shall notify the Sponsor Body and the Delivery Authority of the categories of Programme Data that the Corporate Officers consider to be of archival value in accordance with the Parliamentary Archives Collections Development Policy.
- 24.3. Following a notification in accordance with Clause 24.2, and subject to Clause 24.4, the Sponsor Body and the Delivery Authority shall ensure that such Programme Data is not destroyed and is preserved and kept in a form which will allow the Corporate

Officers to archive such Programme Data at the end of the Programme or earlier if required or agreed.

- 24.4. If the Programme Data that the Corporate Officers consider to be archival value contains Personal Data, the Parties acknowledge that the Sponsor Body and Delivery Authority shall only be able to retain the Personal Data in compliance with Data Protection Legislation. If Data Protection Legislation would mean that the Personal Data could not be compliantly retained for a sufficient period, the Parties shall work together to determine if the Personal Data could be redacted from the relevant Programme Data.

25. DATA EXCHANGE PROCESS

- 25.1. Each Party shall ensure it has the capability to share data and information with the other Parties securely and in accordance with this DSA.
- 25.2. As at the date of this DSA, the Parties acknowledge that the technical implementation of the data sharing is the subject of ongoing work and will be agreed between the Parties and documented separately once agreed.

Part 6 Other

26. REMEDIES AND LIABILITIES

- 26.1. The Parties agree that all disputes between the Parties and claims in respect of this DSA shall be handled in accordance with the Parliamentary Relationship Agreement.

27. GENERAL

27.1. Severability

- 27.1.1. If any provision of this DSA is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions of this DSA shall continue in full force and effect as if this DSA had been executed with the invalid, illegal or unenforceable provision eliminated.

27.2. Governing law

- 27.2.1. This DSA shall be governed by and interpreted in accordance with the Law of England and Wales.

27.3. Waiver

- 27.3.1. The failure of any Party to exercise any right or remedy shall not constitute a waiver of that right or remedy. No waiver shall be effective unless it is communicated to another Party in writing.

27.4. Rights of third parties

- 27.4.1. There is no intention that any provision of this DSA should confer on any third party any rights, or any benefit or burden, arising out of this DSA. The provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply to this DSA.

27.5. Notices

- 27.5.1. Any notice or other communication, which is to be given by any Party to another shall be given by letter (sent by hand or post or by registered post or

by the recorded delivery service) or transmitted by electronic mail. Such notices or communications shall be deemed effectively given on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.

28. INTERPRETATION

- 28.1. The singular includes the plural and vice versa.
- 28.2. References to any gender include any other gender.
- 28.3. Reference to any enactment, order, regulation or other similar instrument, shall be construed as a reference to the enactment, order, regulation or instrument as amended from time to time by any subsequent enactment, order, regulation or instrument.
- 28.4. Reference to a Clause is a reference to the whole of that Clause unless stated otherwise.
- 28.5. The headings in this DSA shall not affect the interpretation thereof.
- 28.6. All communication between the Parties, letters, documentation, specifications, reports etc, shall be in the English language.
- 28.7. References to “Clauses” and “Schedules”, shall be to clauses and schedules, of this DSA.
- 28.8. Any words following the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 28.9. The terms “data” and “information” may be used interchangeably by the Parties in this DSA, in particular in Schedules 1, 2, 3, 4 and 5.

29. DEFINITIONS

- 29.1. In these Clauses:

Act	means the Parliamentary Buildings (Restoration and Renewal) Act 2019 as amended from time to time;
Built Asset Data	as described in Schedule 4;
Confidential Information	as defined at Clause 16.1;
Controller	shall take the meaning given in the GDPR;
Data Protection Legislation	the GDPR, the Data Protection Act 2018, the Law Enforcement Directive (Directive (EU) 2016/680), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all Law and regulations relating to processing of personal data and privacy;
Data Subject	shall take the meaning given in the GDPR;

Data Subject Request	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation;
DSA	means this data sharing agreement;
EIR	the Environmental Information Regulations 2004 and any subordinate legislation made under that Act and as amended from time to time;
FOIA	the Freedom of Information Act 2000 and any subordinate legislation made under that Act and as amended from time to time;
FOI Request	Request for Information within the meaning given in Section 1 of the FOIA or any request for Information under the EIR;
GDPR	the General Data Protection Regulation ((EU) 2016/679;
Information	as defined in the FOIA;
Non-Personal Data	means data and information that is not Personal Data;
Parliamentary Data	means data, information, Personal 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 which from time to time are in the control of or managed by the Corporate Officers or any other body forming part of the Houses of Parliament (except the Sponsor Body). This includes digital documents, emails, data held in digital systems, hard copy information, web content, audio and video recordings, building maps, plans, 3D models, photographs, text messages, and social media applications;
Parliamentary Relationship Agreement or PRA	the agreement between the Corporate Officers and the Sponsor Body containing provisions relating to the relationship between the Sponsor Body and Parliament by virtue of section 6 of the Act;
Permitted Recipients	the Parties, the employees, staff and contractors working on behalf of each Party and any third parties engaged to perform obligations in connection with this DSA;
Personal Data	as defined in the GDPR;
Personal Data Breach	shall take the meaning given in the GDPR;
Processor	shall take the meaning given in the GDPR;
Programme	as defined in the Parliamentary Relationship Agreement;
Programme Data	means data, information, Personal 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 which from time to time are in the control of or are managed by the (i) Sponsor Body; (ii) the Delivery Authority; or (iii) any contractors or subcontractors working on the Programme. This includes digital documents, emails, data held in digital systems, hard copy information, web content, audio and video recordings, building maps, plans, 3D models, photographs, text messages, and social media applications;

Security Incident

the occurrence of:

- (a) any unauthorised access to or use of the Programme Data or Parliamentary Data and/or any information or data (including the Confidential Information) used by the Parties and any contractors of the Parties in connection to the Programme; and/or
- (b) the loss (physical or otherwise) and/or unauthorised disclosure of any Programme Data or Parliamentary Data and/or any information or data (including the Confidential Information), including copies of such information or data, used by the Parties and any contractors of the Parties in connection with the Programme; and/or

in each case as more particularly set out in the standards referred to in Clause 14.1;

Shared Personal Data

means the Personal Data, shared in accordance with this DSA and detailed in section 2 (Personal Data to be shared) of Schedule 3 and Schedule 5;

Stated Purpose

the purpose for which the Shared Personal Data will be shared in accordance with this DSA and set out at section 1 (Purpose for which personal data is to be shared) of Schedule 3 and Schedule 5.

THIS DOCUMENT is executed as an agreement.

07/04/2020

Signature

ED OLLARD
CORPORATE OFFICER OF THE HOUSE OF LORDS

07/04/2020

Signature:

DR JOHN BENDER
CORPORATE OFFICER OF THE HOUSE OF COMMONS

SIGNED on behalf of **THE PARLIAMENTARY**
WORKS SPONSOR BODY by an Authorised Signatory

08/04/2020

Signature:.....

Name:.....Sarah Johnson.....

SIGNED on behalf of **THE RESTORATION AND**
RENEWAL DELIVERY AUTHORITY LTD by a
director

.....

SIGNATURE OF DIRECTOR

Name: MATTHEW WHITE

Director

29/04/2020

Schedule 1 – Recurring Shared Data

Schedule 1 lists the data domains that will be shared by the parties to the DSA, on a recurring basis over course of the Programme. The Data Owner will govern the data and is responsible for any associated risks. Other Parties are those entitled to the data under this DSA and may not assume the responsibilities of the Data Owner unless agreed through the appropriate channels.

Data Domain L1	Data Domain L2	Definition	PPMS	Purpose for sharing	Data Owner	Other Parties
Asset Registers and associated data	Goods Lists	All asset registers associated with substantiation and later closing down of the Sponsor Body and Delivery Authority	Unrestricted Restricted	To ensure compliance with requirements under clause 30 of the PRA, regarding transfer of assets between the Houses and the Programme.	Houses of Parliament	Parliamentary Works Sponsor Body Restoration & Renewal Delivery Authority Limited
Asset Registers and associated data	Chattels and Heritage items list		Unrestricted Restricted	To ensure compliance with requirements under clause 31 of the PRA, regarding bailing of heritage items by Parliament to the Programme.	Houses of Parliament	Parliamentary Works Sponsor Body Restoration & Renewal Delivery Authority Limited
Commissioning & Requirements	High level requirements		Unrestricted Restricted	To support discussion and agreement of Schedule 1 (Scope) to the PRA, as per clause 23 of the PRA.	Parliamentary Works Sponsor Body	Houses of Parliament
Commissioning & Requirements	Standards	Including physical security standards, cyber security standards, Asset Information Requirements and technical standards	Unrestricted Restricted	To support the agreement of standards between the Parties as per clause 15 of the PRA.	Parliamentary Works Sponsor Body	Parliamentary Works Sponsor Body Restoration & Renewal Delivery Authority Limited
Estate, Building & Asset Data ¹	Pre-possession as-built information for	Drawings, models, facilities management data, certificates, O&M	Unrestricted Restricted	To facilitate:	Party ² in possession of asset(s) at time	Houses of Parliament

¹ See schedule 4

² Parties are House of Commons, House of Lords, Restoration & Renewal Delivery Authority Limited, Restoration & Renewal Sponsor Body

	Parliamentary built assets		Highly Restricted Parliament Secret	<ul style="list-style-type: none"> delivery of the restoration & renewal of the Palace of Westminster as required by the Act, and in particular; three forms of possession (Delivery Authority or contractors physically occupying the relevant place) set out at clause 35 of the PRA; coordinated communications set out in clause 55 of the PRA. 	of works and other activities	Parliamentary Works Sponsor Body Restoration & Renewal Delivery Authority Limited
Estate, Building & Asset Data	Pre-possession to-be information for Parliamentary built assets	Drawings, models and other representations of development options for the built asset	Unrestricted Restricted Highly Restricted Parliament Secret	To facilitate the coordinated communications to occupants of the Parliamentary Estate and relevant external stakeholders	Party in whose scope the project is included (which may change during lifetime)	Houses of Parliament Parliamentary Works Sponsor Body Restoration & Renewal Delivery Authority Limited
Estate, Building & Asset Data	Pre-possession as-built information for Programme built assets	Drawings, models, facilities management data, certificates	Unrestricted Restricted Highly Restricted Parliament Secret	To facilitate the three forms of possession (Delivery Authority or contractors physically occupying the relevant place) set out at clause 35 of the PRA.	Restoration & Renewal Delivery Authority Limited	Houses of Parliament Parliamentary Works Sponsor Body Restoration & Renewal Delivery Authority Limited
Estate, Building & Asset Data	Pre-possession to-be built information for Programme built assets	Drawings, models and other representations of development options for the built asset	Unrestricted Restricted Highly Restricted Parliament Secret	To facilitate the three forms of possession (Delivery Authority or contractors physically occupying the relevant place) set out at clause 35 of the PRA, and the coordinated communications set out in clause 55 of the PRA.	Party in whose scope the project is included (which may change during lifetime)	Houses of Parliament Parliamentary Works Sponsor Body Restoration & Renewal Delivery Authority Limited
Estate, Building & Asset Data	Property and Workspace management data	Leases and deeds relating to the Parliamentary Estate	Unrestricted Restricted	As per clause 48 of the PRA, Where property is to be acquired for the use of the Programme, but where either House of Parliament or either Corporate Officer wishes to use the property after the Programme is completed, the property may be acquired by either of the Corporate Officers, as appropriate, and leased or licensed to the Programme as required. Where property is acquired by the Corporate Officers in relation to the Programme, they may choose to	Houses of Parliament unless a) property leased (not licensed) to programme, or b) programme acquiring premises on behalf. The	Party with license to occupy

				delegate the management of the acquisition process to the Sponsor Body/Delivery Authority.	programme owns in a) FM records during occupancy and in b) transfers final docs to Houses on completion	
Facilities & Logistics	Accommodation Schedules	Data identifying occupants of space across the Parliamentary estate	Restricted Highly Restricted	To facilitate the Decant Procedure for each Decanted Area as described under clause 35 of the PRA.	Houses of Parliament	Parliamentary Works Sponsor Body Restoration & Renewal Delivery Authority Limited
Facilities & Logistics	Space Utilisation Data	Data identifying types and quantity of usage of space across the Parliamentary estate	Restricted Highly Restricted	To facilitate the Decant Procedure for each Decanted Area as described under clause 35 of the PRA.	Party in possession of asset(s) at time of works and other activities	Parties not in possession of asset(s) at time of works
Facilities & Logistics	Logistics		Restricted Highly Restricted	To facilitate the coordination of deliveries and onsite traffic across the parties, as required by clause 38 of the PRA.	Party in possession of asset(s) at time of works and other activities	Parties not in possession of asset(s) at time of works
Governance	Post-substantive Programme Decision Making	Records and artefacts associated with Programme decision making post substantiation of Sponsor Body and Delivery Authority	Restricted Highly Restricted	To facilitate operation of the Parliamentary Relationship Group as required by clause 8 of the PRA, discussions, escalation of disputes and other matters which require agreement between the Parties and which are not agreed or resolved between the Representatives, and the review of the PRA after six months, and at least annually thereafter, as per clause 67.1 of the PRA.	Parliamentary Works Sponsor Body Restoration & Renewal Delivery Authority Limited ³	Houses of Parliament
Health & Safety	New or significant H&S hazards and risks, and reporting back and forth, CDM		Unrestricted Restricted Highly Restricted	To co-operate and liaise as required by clause 37 of the PRA to provide a safe working environment for all those on the Parliamentary Estate.	Party in possession of asset(s) at time of works and other activities	Parties not in possession of asset(s) at time of works

³ Where RRDAL assume also its supply chain

Health & Safety	Registers of works and exposure (e.g. RIDDOR, Asbestos)		Unrestricted Restricted Highly Restricted	To co-operate and liaise as required by clause 37 of the PRA to provide a safe working environment for all those on the Parliamentary Estate.	Party in possession of asset(s) at time of works and other activities	Parties not in possession of asset(s) at time of works
Planning	Planning Applications & Consents		Unrestricted Restricted Highly Restricted Parliament Secret	To ensure parties comply with the planning and consents activity set out in clause 25 of the PRA.	Party in possession of asset(s) at time of works and other activities for own scope	Parties not in possession of asset(s) at time of works WCC
Planning	Master Planning		Unrestricted Restricted Highly Restricted	As per clause 24 of the PRA, the Sponsor Body will undertake to secure the Delivery Authority's involvement in developing and implementing the Master Planning Process, where the House Commissions are responsible for deciding the Master Planning Principles	Parliamentary Works Sponsor Body Restoration & Renewal Delivery Authority Limited	Houses of Parliament
Programme Information & Reporting	Post-substantive high-level information & reporting	Programme control data such as risk registers, schedule, spend, monitoring, progress reports, etc	Restricted Highly Restricted	As per clause 16 of the PRA requiring Quarterly Reports to assist the Parties in keeping abreast of activity, for transparency and forward planning.	Parliamentary Works Sponsor Body Restoration & Renewal Delivery Authority Limited	Houses of Parliament
Security ⁴	Emergency plans and planning data		Restricted Highly Restricted Parliament Secret	To support production of a shared Emergency Plan to protect the Estate, Works and all people in the event of a major incident or civil emergency, as per clause 43 of the PRA.	Houses of Parliament	Parliamentary Works Sponsor Body Restoration & Renewal Delivery Authority Limited
Security	Personnel Security	Clearance status of Sponsor and Delivery Authority staff and contractors. Other personal data	Restricted	To support activities covered by Appendix 4 to the PRA (Security and Access Arrangements).	Houses of Parliament	Parliamentary Works Sponsor Body

⁴ Security Systems data is covered by Estate, Building & Asset Data, see Schedule 4

		held for the purpose of conducting security vetting checks will not be shared	Highly Restricted			Restoration & Renewal Delivery Authority Limited
Security	Physical Access to the Parliamentary Estate	High level access policies such as zoning, group access data and individual access rights and use for Sponsor and Delivery Authority staff and contractors	Restricted Highly Restricted	To comply with site access requirements specified by the Corporate Officers when accessing sites controlled by Parliament, and to similarly be responsible for operational security on sites controlled by the Sponsor and Delivery Authority as per clause 39 and clause 42 of the PRA.	Houses of Parliament	Parliamentary Works Sponsor Body Restoration & Renewal Delivery Authority Limited
Security	Security Risk & Threat Assessments	Highly sensitive assets underpinning security advice to the Houses of Parliament and other parties	Highly Restricted Parliament Secret	To support activities covered by Appendix 4 to the PRA (Security and Access Arrangements).	Houses of Parliament	Parliamentary Works Sponsor Body Restoration & Renewal Delivery Authority Limited
Stakeholder Consultation Data ⁵	Audio-visual content	Images and video of the Palace and Parliamentary Estate (e.g. Heaven and Hell images)	Unrestricted	To allow Programme employees to use approved images of the Palace and other built assets to support its objectives, as per clauses 55 and 56 of the PRA.	Houses of Parliament	Parliamentary Works Sponsor Body
Stakeholder Consultation Data	Consultation Data (Primary)	Consultation Data gathered through the engagement activities ⁶ of the Sponsor Body and where instructed the Delivery Authority	Unrestricted Restricted Highly Restricted	To support the consultation by Sponsor Body of Parliament when developing and implementing its statutory consultation strategy and any revisions, as per clause 11 of the PRA.	Parliamentary Works Sponsor Body	Restoration & Renewal Delivery Authority Limited
Stakeholder Consultation Data	Consultation Data (Secondary)	Consultation Data gathered through the engagement activities of the Houses of Parliament and other parties not directly engaged by the Programme	Unrestricted Restricted Highly Restricted	To support the consultation by Sponsor Body of Parliament when developing and implementing its statutory consultation strategy and any revisions, as per clause 11 of the PRA.	Houses of Parliament	Parliamentary Works Sponsor Body

⁵ See schedule 5

⁶ Engagement activities with Parliament, Government and any third parties

Schedule 2 – Data Classes for copying into SB and DA systems for the purpose of substantiation alone

Schedule 2 lists the data domains that will be shared by the parties to the DSA, on a limited basis during and following the substantive period in which the Parliamentary Works Sponsor Body becomes effective and the Restoration & Renewal Delivery Authority is incorporated. The House of Commons will remain Data Owner (with rights to govern the data and responsibility for associated risks) for the information produced by the Programmes prior to May 2020 when they were part of Strategic Estates.

Data Domain L1	Data Domain L2	Definition	Purpose for sharing	PPMS	Data Owner prior to May 2020	Data Owner after May 2020	Master Records Held by
Contractual & Commercial	Contracts novated from Parliament into Delivery Authority	Contract management data including communications, task orders, resource plans and quotations	As per clause 33 of the PRA, the Contracts set out in Schedule 4 (Transferred Contracts) of the PRA shall be transferred to the Sponsor Body or the Delivery Authority by way of novation or assignment as provided in Schedule 4 of the PRA.	Restricted Highly Restricted	Houses of Parliament	Parliamentary Works Sponsor Body Restoration & Renewal Delivery Authority Limited	Parliamentary Works Sponsor Body Restoration & Renewal Delivery Authority Limited
Financial	Business Case	Cost, requirements and decision making	To allow Programme employees to continue work on the business case as set out in clause 44 of the PRA.	Restricted Highly Restricted	Houses of Parliament	Parliamentary Works Sponsor Body	Parliamentary Works Sponsor Body
Financial	Finance Management	Inactive and semi-active financial records for the pre-substantive Programme	To allow Programme employees to manage public money as specified in clause 46 of the PRA.	Unrestricted Restricted Highly Restricted	Houses of Parliament	Houses of Parliament	Houses of Parliament
Governance	Pre-substantive Programme Decision Making	Inactive and semi-active records and artefacts associated with Programme decision making prior to substantiation of Sponsor Body and Delivery Authority	To give boards and executives of the new bodies continuity of understanding regarding decision making	Restricted Highly Restricted	Houses of Parliament	Houses of Parliament	Houses of Parliament
Programme Information & Reporting	Pre-substantive high-level information & reporting	Programme control data such as risk registers, schedule, spend, monitoring, progress reports, etc	To allow Programme employees to continue delivery	Restricted Highly Restricted	Houses of Parliament	Houses of Parliament	Parliamentary Works Sponsor Body Restoration & Renewal Delivery Authority Limited

Programme Information & Reporting	Pre-substantive low-level information & reporting	Programme control data such as risk registers, schedule, spend, monitoring, progress reports, etc	To allow Programme employees to continue delivery	Restricted Highly Restricted	Houses of Parliament	Houses of Parliament	Parliamentary Works Sponsor Body Restoration & Renewal Delivery Authority Limited
Working Data	Programme-exclusive employees and contractors	Individual-specific emails and files stored in Office 365, created while working on the Programmes	To allow Programme employees to continue delivery	Unrestricted Restricted Highly Restricted	Houses of Parliament	Restoration & Renewal Delivery Authority Limited	Parliamentary Works Sponsor Body Restoration & Renewal Delivery Authority Limited
Working Data	Parliamentary employees with work history on and off the Programme	Individual-specific emails and files stored in Office 365, created while working on the Programmes, and not relating to other Parliamentary activity	To allow Programme employees to continue delivery	Unrestricted Restricted Highly Restricted	Houses of Parliament	Restoration & Renewal Delivery Authority Limited	Parliamentary Works Sponsor Body Restoration & Renewal Delivery Authority Limited

Schedule 3 – Shared Personal Data

1. Purpose for which personal data is to be shared
<p>The Personal Data is being shared to:</p> <ul style="list-style-type: none">• enable transfer of staff and contracts from the Houses of Parliament into the new bodies established under Parliamentary Buildings (Restoration and Renewal) Act 2019; or• allow the Programme to continue to operate and for individuals to continue in their employment. <p>These exchanges may occur on more than one occasion throughout the course of the Programme.</p>
2. Personal Data to be shared
<p>The following information may be shared by House of Commons, House of Lords, Parliamentary Works Sponsor Body and Restoration & Renewal Delivery Authority Limited under this DSA:</p> <ul style="list-style-type: none">• Personnel data (necessary to the management of their secondment) for staff seconded by and to all parties to this agreement
3. Basis for sharing
<p>To the extent that any Personal Data is being processed as part of this information sharing initiative, the following grounds are being relied upon as the lawful basis for processing:</p> <ul style="list-style-type: none">• The processing is necessary for the performance of a contract to which the data subject is party <p>To the extent that any special categories of personal data are being processed as part of this information sharing initiative, the following grounds apply:</p> <ul style="list-style-type: none">• Employment, social security and social protection (if authorised by law)

Schedule 4 – Shared Estate, Building and Asset Data

1. Purpose for which data is to be shared

The Parliamentary Estate, Building and Asset Data is being shared to support the Restoration & Renewal Sponsor Body and Delivery Authority to deliver the Parliamentary building works defined in the Parliamentary Buildings (Restoration and Renewal) Act 2019.

2. Data to be shared

For the purposes of this agreement, Estate, Building and Asset Data is being defined as

- The large volumes of information⁷ about built assets (a building or area which is being constructed or refurbished) that are generated, processed and stored during building/construction projects and phases of operational use.
- These information models (comprising documentation, non-graphical and graphical information) are created at various levels including estate, asset, project and task.

The following information may be shared by **House of Lords** and **House of Commons** with **Parliamentary Works Sponsor Body** and **Restoration & Renewal Delivery Authority Limited** under this DSA:

Estate, Building & Asset Data produced during Operational Phases:

- As-built information for Parliamentary built assets prior to handover to other party
- As-built information for Programme built assets prior to handover to other party
- Space Utilisation and Pedestrian Movement Data for the above assets
- Accommodation Schedules for the above assets
- Facilities Management data

Estate, Building & Asset Data produced during Construction Phases

- To-be information for Parliamentary built assets prior to handover to other party
- To-be built information for Programme built assets prior to handover to other party
- Logistics Information for the above assets or wider Parliamentary estate

The parties acknowledge that the information being shared in accordance with this DSA includes special categories of Critical National Infrastructure data. Each party is aware of its enhanced responsibilities and obligations in respect of such data in accordance with PAS 1192:5, ISO 27001 and as specified within relevant Parliamentary standards such as the Asset Information Requirements (AIR).

The information being shared contains special categories of data because it involves the processing of Estate, Building & Asset Data revealing:

- Vulnerabilities of the estate

⁷ Alternatively known as 'information models' in ISO 19650 Organization and digitization of information about buildings and civil engineering works, including building information modelling (BIM) — Information management using building information modelling

- Security features and specifications
- Covert operations and planning
- Operational physical and personnel security data including security vetting checks

Schedule 5 – Stakeholder Consultation Data

1. Purpose for which personal data is to be shared

The Stakeholder Consultation Data is being shared to support the Parliamentary Works Sponsor Body and the Restoration & Renewal Delivery Authority Limited to deliver the Parliamentary building works defined in the Parliamentary Buildings (Restoration and Renewal) Act 2019, and in particular:

- the coordinated communications set out in clause 55 of the Parliamentary Relationship Agreement;
- the decant and return process for decanted areas as per the same clause above; and
- keeping abreast of activity for transparency and forward planning by all Parties.

2. Personal Data to be shared

The following information may be shared by **House of Commons** and **House of Lords** with the **Parliamentary Works Sponsor Body** and the **Restoration & Renewal Delivery Authority Limited** under this DSA:

- Primary and secondary consultation data sets
- Accommodation Schedules
- Space Utilisation Data

The parties acknowledge that the information being shared in accordance with this DSA includes special categories of personal data associated with use of the Parliamentary Estates by all users. Each party is aware of its enhanced responsibilities and obligations in respect of such data in accordance with the GDPR and Data Protection Act 2018.

The information being shared may contain special categories of personal data because it may involve the processing of Personal Data revealing:

- racial or ethnic origin
- political opinions
- religious or philosophical beliefs
- trade union membership
- data concerning a natural person's sexual life or sexual orientation

3. Basis for sharing

To the extent that any Personal Data is being processed as part of this information sharing initiative, the following grounds are being relied upon as the lawful basis for processing:

- The processing is necessary for compliance with the Duty to Consult laid upon the Parliamentary Buildings Sponsor Body by the Parliamentary Buildings (Restoration and Renewal) Act 2019.

With respect the Parliamentary Works Sponsor Body and the Restoration & Renewal Delivery Authority Limited, and to the extent that any special categories of personal data are being processed as part of this information sharing initiative, the grounds of **Public Task** will apply. With respect to the House of Commons and the House of Lords the basis of sharing will be agreed following consultation.

Schedule 6 - Template NDA

Drafting Note: This is a template confidentiality agreement to be used by the Sponsor Body and Delivery Authority in relation to corporate contractors working on the project, not employees or individuals. This is a template agreement which was agreed as part of the data sharing agreement in place with the Houses of Parliament. Legal advice should be taken if significant variation is required or if the contractor proposes an alternative form of confidentiality agreement.

Highlighting in blue demonstrates the text that must be populated or amended before signature.

Remove this drafting note before sharing with the contractor.

DATED

20[XX]

**[THE PARLIAMENTARY WORKS SPONSOR BODY / RESTORATION
AND RENEWAL DELIVERY AUTHORITY LIMITED] (1)**

AND

[CONTRACTOR] (2)

**HOUSES OF PARLIAMENT
RESTORATION AND RENEWAL PROGRAMME
CONFIDENTIALITY AGREEMENT**

20[XX]

[FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (the “Authority”).

[FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (the “Contractor”).

A. The parties have agreed to comply with this agreement in connection with the disclosure and use of Confidential Information relating to works or services to be undertaken by the Contractor for the Authority.

1. INTERPRETATION

1.1.1. **Confidential Information:** has the meaning given in clause 2.

1.1.2. **Discloser:** the Authority, being the party that discloses its Confidential Information, directly or indirectly, to the Recipient;

1.1.3. **Group:** in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Each company in a Group is a member of the Group;

1.1.4. **Group Company:** in relation to a company, any member of its Group;

1.1.5. **Holding company:** has the meaning give in clause 1.2.4;

1.1.6. **Parliament:** means the House of Commons and the House of Lords;

1.1.7. **Parliamentary Marking Scheme:** means the Parliamentary protective marking scheme including any updates to the scheme from time to time;

1.1.8. **Purpose:** services, supplies and/or works in relation to Parliamentary building works as defined in section 1(1) of the Parliamentary Buildings (Renewal and Restoration Act) 2019;

1.1.9. **Recipient:** Contractor, being the party that receives Confidential Information, directly or indirectly, from the Discloser;

1.1.10. **Representative(s):** in relation to each party and any member of the Recipient's Group:

- i. its officers and employees that need to know the Confidential Information for the Purpose;
- ii. its professional advisers or consultants who are engaged to advise that party and/or any member of its Group in connection with the Purpose;
- iii. its contractors and sub-contractors engaged by that party and/or any member of its Group in connection with the Purpose; and

- iv. any other person to whom the other party agrees in writing that Confidential Information may be disclosed in connection with the Purpose;
- 1.1.11. **Subsidiary:** has the meaning given in clause 1.2.4; and
- 1.1.12. **Working Day:** means any day other than a Saturday, Sunday or public holiday in England and Wales.
- 1.2. **Interpretation**
 - 1.2.1. A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
 - 1.2.2. Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
 - 1.2.3. A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
 - 1.2.4. A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in section 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of:
 - i. another person (or its nominee) by way of security or in connection with the taking of security; or
 - ii. its nominee.
 - 1.2.5. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 2. **CONFIDENTIAL INFORMATION**
 - 2.1. **Confidential Information** save as provided in clause 2.2, confidential information means all information relating to the Purpose including (but not limited to):
 - 2.1.1. all documents, reports, data, drawings, contracts, spreadsheets and databases
 - 2.1.2. discussions and negotiations taking place concerning the Purpose and the status of those discussions and negotiations;
 - 2.1.3. all confidential or proprietary information relating to:
 - i. the business, affairs, suppliers, plans, or intentions of the Discloser or Parliament; and
 - ii. the operations, processes, product information, know-how, technical information, designs, trade secrets or software of the Discloser or Parliament;
 - 2.1.4. any information, findings, data or analysis derived from Confidential Information; and
 - 2.1.5. any other information that is identified as being of a confidential or proprietary nature, including by reference to the Parliamentary Marking Scheme,

- 2.2. in each case in whatever media or form whatsoever and irrespective of how such Confidential Information came into the knowledge or hands of the Recipient. Information is not Confidential Information if:
- 2.2.1. it is, or becomes, generally available to the public other than as a direct or indirect result of the information being disclosed by the Recipient or its Representatives or by any of the Recipient's Group Companies or their Representatives in breach of this agreement (except that any compilation of otherwise public information in a form not publicly known shall still be treated as Confidential Information);
 - 2.2.2. it was available to the Recipient on a non-confidential basis prior to disclosure by the Discloser;
 - 2.2.3. it was, is, or becomes available to the Recipient on a non-confidential basis from a person who, to the Recipient's knowledge, is not under any confidentiality obligation in respect of that information;
 - 2.2.4. it was lawfully in the possession of the Recipient before the information was disclosed by the Discloser;
 - 2.2.5. it is developed by or for the Recipient independently of the information disclosed by the Discloser and the Recipient provides documentary evidence of such independence to the reasonable satisfaction of the Discloser; and
 - 2.2.6. the parties agree in writing that the information is not confidential.

3. CONFIDENTIALITY OBLIGATIONS

- 3.1. In return for the Discloser making Confidential Information available to the Recipient, the Recipient undertakes to the Discloser that it shall:
- 3.1.1. keep the Confidential Information secret and confidential;
 - 3.1.2. not use or exploit the Confidential Information in any way except for the Purpose;
 - 3.1.3. not directly or indirectly disclose or make available any Confidential Information in whole or in part to any person, except as expressly permitted by, and in accordance with this agreement;
 - 3.1.4. not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the Purpose. Any such copies, reductions to writing and records shall be the property of the Discloser;
 - 3.1.5. not use, reproduce, transform or store the Confidential Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means outside its usual place of business;
 - 3.1.6. apply appropriate security measures and degree of care to the Confidential Information, which the Recipient warrants as providing adequate protection from unauthorised disclosure, copying or use;
 - 3.1.7. keep a written record of:
 - i. any document or Confidential Information received from the Discloser in tangible form; and
 - ii. any copies made of the Confidential Information[; and **OR.**]
 - 3.1.8. [[INCLUDE ANY OTHER SPECIFIC REQUIREMENTS.]]

- 3.2. The Recipient shall establish and maintain adequate security measures (including any reasonable security measures proposed by the Discloser from time to time) to safeguard the Confidential Information from unauthorised access or use.

4. PERMITTED DISCLOSURE

- 4.1. The Recipient may disclose the Confidential Information to its Representatives, any of its Group Companies, or their Representatives on the basis that it:
- 4.1.1. informs those Representatives, Group Companies, or their Representatives of the confidential nature of the Confidential Information before it is disclosed; and
 - 4.1.2. procures that those Representatives, Group Companies, or their Representatives comply with the confidentiality obligations in clause 3.1 as if they were the Recipient and if the Discloser so requests, procure that any of them enters into a confidentiality agreement with the Discloser on terms equivalent to those contained in this agreement; and
 - 4.1.3. keeps a written record of those persons.
- 4.2. The Recipient shall be liable for the actions or omissions of the Representatives, any of its Group Companies, or their Representatives in relation to the Confidential Information as if they were the actions or omissions of the Recipient.

5. MANDATORY DISCLOSURE

- 5.1. Subject to the provisions of this clause 5, the Recipient may disclose Confidential Information to the minimum extent required by:

6. THE LAWS OF ENGLAND, SCOTLAND, WALES OR NORTHERN IRELAND;

- 6.1.1. an order of any UK court of competent jurisdiction or any UK regulatory, judicial, governmental or similar body or any taxation authority of competent jurisdiction;
 - 6.1.2. Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement; or
 - 6.1.3. the rules of any listing authority or stock exchange on which its shares are listed or traded.
- 6.2. Before the Recipient discloses any Confidential Information pursuant to clause 5.1 it shall, to the extent permitted by law, give the Discloser as much notice of this disclosure as possible. Where notice of such disclosure is not prohibited and is given in accordance with clause 6.2, the Recipient shall take into account the Discloser's requests in relation to the content of this disclosure.
- 6.3. If the Recipient is unable to inform the Discloser before Confidential Information is disclosed pursuant to clause 5.1 it shall, to the extent permitted by law, inform the Discloser of the full circumstances of the disclosure and the information that has been disclosed as soon as reasonably practicable after such disclosure has been made.

7. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

- 7.1. If so requested by the Discloser at any time by notice in writing to the Recipient, the Recipient shall promptly:
- 7.1.1. destroy or return to the Discloser all documents and materials (and any copies) containing, reflecting, incorporating or based on the Discloser's Confidential Information;

- 7.1.2. erase all the Confidential Information from its computer and communications systems and devices used by it, or which is stored in electronic form;
 - 7.1.3. erase all the Confidential Information which is stored in electronic form on systems and data storage services provided by third parties; and
 - 7.1.4. certify in writing to the Discloser that it has complied with the requirements of this clause 7.1.
- 7.2. Nothing in clause 7.1 shall require the Recipient to return or destroy any documents and materials containing or based on the Confidential Information that the Recipient is required to retain by applicable law, or to satisfy the requirements of a regulatory authority or body of competent jurisdiction or the rules of any listing authority or stock exchange, to which it is subject. The provisions of this agreement shall continue to apply to any documents and materials retained by the Recipient pursuant to this clause 7.2.

8. RESERVATION OF RIGHTS AND ACKNOWLEDGEMENT

- 8.1. The Discloser reserves all rights in its Confidential Information. The disclosure of Confidential Information by the Discloser to the Recipient does not give the Recipient or any other person any licence or other right in respect of any Confidential Information beyond the rights expressly set out in this agreement.
- 8.2. Except as expressly stated in this agreement, the Discloser makes no express or implied warranty or representation concerning its Confidential Information, including but not limited to the accuracy or completeness of the Confidential Information.
- 8.3. The disclosure of Confidential Information by the Discloser shall not form any offer by, or representation or warranty on the part of, the Discloser to enter into any further agreement with the Recipient in relation to the Purpose or the development or supply of any products or services to which the Confidential Information relates to.

9. INDEMNITY

- 9.1. The Recipient shall indemnify the Discloser, the Corporate Officer of the House of Lords, the Corporate Officer of the House of Commons and the [Sponsor Body/Delivery Authority] against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, wasted costs, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by each Indemnified Person arising out of or in connection with any breach of this agreement by the Recipient or a Permitted Recipient.
- 9.2. If a payment due from the Recipient under clause 9.1 is subject to tax (whether by way of direct assessment or withholding at its source), the Indemnified Person shall be entitled to receive from the Recipient such amount as shall ensure that the net receipt, after tax, of the Indemnified Person in respect of the payment is the same as it would have been were the payment not subject to tax.

10. INADEQUACY OF DAMAGES

- 10.1. Without prejudice to any other rights or remedies that the Discloser may have, the Recipient acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this agreement. Accordingly, the Discloser shall be entitled to the remedies of injunctions, specific performance or other equitable relief for any threatened or actual breach of this agreement by the Recipient.

11. NO OBLIGATION TO CONTINUE DISCUSSIONS

- 11.1. Nothing in this agreement shall impose an obligation on the Discloser, Parliament [, or the Sponsor Body / Delivery Authority,] to disclose any information (whether Confidential Information or otherwise) to the Recipient.

12. ENDING DISCUSSIONS AND DURATION OF CONFIDENTIALITY OBLIGATIONS

- 12.1. If the Discloser decides not to continue to be involved in the Purpose with the Recipient, it shall notify the Recipient in writing immediately.
- 12.2. Notwithstanding the end of discussions between the parties in relation to the Purpose pursuant to clause 12.1, each party's obligations under this agreement shall continue in full force and effect indefinitely from the date of this agreement.
- 12.3. The end of discussions relating to the Purpose shall not affect any accrued rights or remedies to which either party is entitled.

13. NO PARTNERSHIP OR AGENCY

- 13.1. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 13.2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

14. GENERAL

- 14.1. **Assignment and other dealings.** Neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.
- 14.2. **Entire agreement.**
- 14.2.1. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 14.2.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.
- 14.3. **Variation.** No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 14.4. **Waiver.** No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 14.5. **Severance**
- 14.5.1. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

- 14.5.2. If any provision or part-provision of this agreement is deemed deleted under clause 14.5.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 14.6. **Notices**
- 14.6.1. Any notice given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).
- 14.6.2. Any notice shall be deemed to have been received:
- i. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; or
 - ii. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting or at the time recorded by the delivery service.
- 14.6.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 14.6.4. A notice given under this agreement is not valid if sent by email.
- 14.7. **Third party rights.**
- 14.7.1. Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 14.8. **Governing law.** This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 14.9. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

1.1.1

1.1.2 This agreement has been entered into on the date stated at the beginning of it.

1.1.3

1.1.4 Signed by [NAME OF 1.1.5
AUTHORITY]

1.1.6 Signed by [NAME OF 1.1.7
CONTRACTOR]

Schedule 7 - Summary of key data protection legislative provisions

Note: These legislative provisions in this Schedule 7 are correct as at 11 March 2020. The most up-to-date legislation should always be referred to.

General Data Protection Regulation ((EU) 2016/679)

Article 5 Principles relating to processing of personal data

1. Personal data shall be:

- (a) processed lawfully, fairly and in a transparent manner in relation to the data subject ('lawfulness, fairness and transparency');
- (b) collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall, in accordance with Article 89(1), not be considered to be incompatible with the initial purposes ('purpose limitation');
- (c) adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed ('data minimisation');
- (d) accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay ('accuracy');
- (e) kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes in accordance with Article 89(1) subject to implementation of the appropriate technical and organisational measures required by this Regulation in order to safeguard the rights and freedoms of the data subject ('storage limitation');
- (f) processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures ('integrity and confidentiality').

2. The controller shall be responsible for, and be able to demonstrate compliance with, paragraph 1 ('accountability').

Article 6 Lawfulness of processing

1. Processing shall be lawful only if and to the extent that at least one of the following applies:

- (a) the data subject has given consent to the processing of his or her personal data for one or more specific purposes;
- (b) processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract;

- (c) processing is necessary for compliance with a legal obligation to which the controller is subject;
- (d) processing is necessary in order to protect the vital interests of the data subject or of another natural person;
- (e) processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller;
- (f) processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child.

Point (f) of the first subparagraph shall not apply to processing carried out by public authorities in the performance of their tasks.

2. Member States may maintain or introduce more specific provisions to adapt the application of the rules of this Regulation with regard to processing for compliance with points (c) and (e) of paragraph 1 by determining more precisely specific requirements for the processing and other measures to ensure lawful and fair processing including for other specific processing situations as provided for in Chapter IX.

3. The basis for the processing referred to in point (c) and (e) of paragraph 1 shall be laid down by:

- (a) Union law; or
- (b) Member State law to which the controller is subject.

The purpose of the processing shall be determined in that legal basis or, as regards the processing referred to in point (e) of paragraph 1, shall be necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller. That legal basis may contain specific provisions to adapt the application of rules of this Regulation, inter alia: the general conditions governing the lawfulness of processing by the controller; the types of data which are subject to the processing; the data subjects concerned; the entities to, and the purposes for which, the personal data may be disclosed; the purpose limitation; storage periods; and processing operations and processing procedures, including measures to ensure lawful and fair processing such as those for other specific processing situations as provided for in Chapter IX. The Union or the Member State law shall meet an objective of public interest and be proportionate to the legitimate aim pursued.

4. Where the processing for a purpose other than that for which the personal data have been collected is not based on the data subject's consent or on a Union or Member State law which constitutes a necessary and proportionate measure in a democratic society to safeguard the objectives referred to in Article 23(1), the controller shall, in order to ascertain whether processing for another purpose is compatible with the purpose for which the personal data are initially collected, take into account, inter alia:

- (a) any link between the purposes for which the personal data have been collected and the purposes of the intended further processing;
- (b) the context in which the personal data have been collected, in particular regarding the relationship between data subjects and the controller;
- (c) the nature of the personal data, in particular whether special categories of personal data are processed, pursuant to Article 9, or whether personal data related to criminal convictions and offences are processed, pursuant to Article 10;
- (d) the possible consequences of the intended further processing for data subjects;

- (e) the existence of appropriate safeguards, which may include encryption or pseudonymisation.

Article 13 Information to be provided where personal data are collected from the data subject

1. Where personal data relating to a data subject are collected from the data subject, the controller shall, at the time when personal data are obtained, provide the data subject with all of the following information:

- (a) the identity and the contact details of the controller and, where applicable, of the controller's representative;
- (b) the contact details of the data protection officer, where applicable;
- (c) the purposes of the processing for which the personal data are intended as well as the legal basis for the processing;
- (d) where the processing is based on point (f) of Article 6(1), the legitimate interests pursued by the controller or by a third party;
- (e) the recipients or categories of recipients of the personal data, if any;
- (f) where applicable, the fact that the controller intends to transfer personal data to a third country or international organisation and the existence or absence of an adequacy decision by the Commission, or in the case of transfers referred to in Article 46 or 47, or the second subparagraph of Article 49(1), reference to the appropriate or suitable safeguards and the means by which to obtain a copy of them or where they have been made available.

2. In addition to the information referred to in paragraph 1, the controller shall, at the time when personal data are obtained, provide the data subject with the following further information necessary to ensure fair and transparent processing:

- (a) the period for which the personal data will be stored, or if that is not possible, the criteria used to determine that period;
- (b) the existence of the right to request from the controller access to and rectification or erasure of personal data or restriction of processing concerning the data subject or to object to processing as well as the right to data portability;
- (c) where the processing is based on point (a) of Article 6(1) or point (a) of Article 9(2), the existence of the right to withdraw consent at any time, without affecting the lawfulness of processing based on consent before its withdrawal;
- (d) the right to lodge a complaint with a supervisory authority;
- (e) whether the provision of personal data is a statutory or contractual requirement, or a requirement necessary to enter into a contract, as well as whether the data subject is obliged to provide the personal data and of the possible consequences of failure to provide such data;
- (f) the existence of automated decision-making, including profiling, referred to in Article 22(1) and (4) and, at least in those cases, meaningful information about the logic involved, as well as the significance and the envisaged consequences of such processing for the data subject.

3. Where the controller intends to further process the personal data for a purpose other than that for which the personal data were collected, the controller shall provide the data subject prior to that further processing with information on that other purpose and with any relevant further information as referred to in paragraph 2.

4. Paragraphs 1, 2 and 3 shall not apply where and insofar as the data subject already has the information.

Article 14 Information to be provided where personal data have not been obtained from the data subject

1. Where personal data have not been obtained from the data subject, the controller shall provide the data subject with the following information:

- (a) the identity and the contact details of the controller and, where applicable, of the controller's representative;
- (b) the contact details of the data protection officer, where applicable;
- (c) the purposes of the processing for which the personal data are intended as well as the legal basis for the processing;
- (d) the categories of personal data concerned;
- (e) the recipients or categories of recipients of the personal data, if any;
- (f) where applicable, that the controller intends to transfer personal data to a recipient in a third country or international organisation and the existence or absence of an adequacy decision by the Commission, or in the case of transfers referred to in Article 46 or 47, or the second subparagraph of Article 49(1), reference to the appropriate or suitable safeguards and the means to obtain a copy of them or where they have been made available.

2. In addition to the information referred to in paragraph 1, the controller shall provide the data subject with the following information necessary to ensure fair and transparent processing in respect of the data subject:

- (a) the period for which the personal data will be stored, or if that is not possible, the criteria used to determine that period;
- (b) where the processing is based on point (f) of Article 6(1), the legitimate interests pursued by the controller or by a third party;
- (c) the existence of the right to request from the controller access to and rectification or erasure of personal data or restriction of processing concerning the data subject and to object to processing as well as the right to data portability;
- (d) where processing is based on point (a) of Article 6(1) or point (a) of Article 9(2), the existence of the right to withdraw consent at any time, without affecting the lawfulness of processing based on consent before its withdrawal;
- (e) the right to lodge a complaint with a supervisory authority;
- (f) from which source the personal data originate, and if applicable, whether it came from publicly accessible sources;
- (g) the existence of automated decision-making, including profiling, referred to in Article 22(1) and (4) and, at least in those cases, meaningful information about the logic involved, as well as the significance and the envisaged consequences of such processing for the data subject.

3. The controller shall provide the information referred to in paragraphs 1 and 2:

- (a) within a reasonable period after obtaining the personal data, but at the latest within one month, having regard to the specific circumstances in which the personal data are processed;
- (b) if the personal data are to be used for communication with the data subject, at the latest at the time of the first communication to that data subject; or

(c) if a disclosure to another recipient is envisaged, at the latest when the personal data are first disclosed.

4. Where the controller intends to further process the personal data for a purpose other than that for which the personal data were obtained, the controller shall provide the data subject prior to that further processing with information on that other purpose and with any relevant further information as referred to in paragraph 2.

5. Paragraphs 1 to 4 shall not apply where and insofar as:

(a) the data subject already has the information;

(b) the provision of such information proves impossible or would involve a disproportionate effort, in particular for processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes, subject to the conditions and safeguards referred to in Article 89(1) or in so far as the obligation referred to in paragraph 1 of this Article is likely to render impossible or seriously impair the achievement of the objectives of that processing. In such cases the controller shall take appropriate measures to protect the data subject's rights and freedoms and legitimate interests, including making the information publicly available;

(c) obtaining or disclosure is expressly laid down by Union or Member State law to which the controller is subject and which provides appropriate measures to protect the data subject's legitimate interests; or

(d) where the personal data must remain confidential subject to an obligation of professional secrecy regulated by Union or Member State law, including a statutory obligation of secrecy.

Data Protection Act 2018

210 Application to Parliament

(1) Parts 1, 2 and 5 to 7 of this Act apply to the processing of personal data by or on behalf of either House of Parliament.

(2) Where the purposes for which and the manner in which personal data is, or is to be, processed are determined by or on behalf of the House of Commons, the controller in respect of that data for the purposes of the GDPR and this Act is the Corporate Officer of that House.

(3) Where the purposes for which and the manner in which personal data is, or is to be, processed are determined by or on behalf of the House of Lords, the controller in respect of that data for the purposes of the GDPR and this Act is the Corporate Officer of that House.

(4) Subsections (2) and (3) do not apply where the purposes for which and the manner in which the personal data is, or is to be, processed are determined by or on behalf of the Intelligence and Security Committee of Parliament.

(5) As regards criminal liability—

(a) nothing in subsection (2) or (3) makes the Corporate Officer of the House of Commons or the Corporate Officer of the House of Lords liable to prosecution under this Act;

(b) a person acting on behalf of either House of Parliament is liable to prosecution under the provisions of this Act listed in subsection (6).

(6) Those provisions are—

(a) section 170;

(b) section 171;

- (c) section 173;
- (d) paragraph 15 of Schedule 15.

ANNEX 2
SERVICE LEVEL AGREEMENT

DATED

1 MAY 2020

.....

THE CORPORATE OFFICER OF THE HOUSE OF LORDS (1)

THE CORPORATE OFFICER OF THE HOUSE OF COMMONS (2)

THE PARLIAMENTARY WORKS SPONSOR BODY (3)

AND

RESTORATION AND RENEWAL DELIVERY AUTHORITY LTD (4)

SERVICE LEVEL AGREEMENT

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**THIS SERVICE LEVEL AGREEMENT IS MADE ON
BETWEEN**

1 MAY 2020

- (1) **THE CORPORATE OFFICER OF THE HOUSE OF LORDS** of House of Lords, LONDON, SW1A 0PW
- (2) **THE CORPORATE OFFICER OF THE HOUSE OF COMMONS** of House of Commons, London, SW1A 0AA

(together the two being the “Corporate Officers”),
- (3) **THE PARLIAMENTARY WORKS SPONSOR BODY** Palace of Westminster Restoration and Renewal Programme, First Floor, 7 Millbank, House of Commons, London SW1P 3JA (the “Sponsor Body”); and
- (4) **THE RESTORATION AND RENEWAL DELIVERY AUTHORITY LTD** whose registered office is at Elm Yard, 10-16 Elm Street, London, WC1X 0BJ (the “Delivery Authority”)

all together the four being the “Parties” and each a “Party”,

BACKGROUND

- a) By virtue of the Parliamentary Buildings (Restoration and Renewal) Act 2019 (the “Act”), the Sponsor Body has been established for the purpose of having overall responsibility for the Parliamentary building works as defined in section 1(1) of the Act (the “Works”);
- b) The Corporate Officers and the Sponsor Body have entered into an agreement containing provisions relating to the relationship between the Sponsor Body and Parliament (the “Parliamentary Relationship Agreement”) by virtue of section 6 of the Act.
- c) Under the terms of the Parliamentary Relationship Agreement, the Corporate Officers have agreed to provide services and facilities to the Sponsor Body and Delivery Authority to enable them to comply with their statutory functions in the Act. The Parliamentary Relationship Agreement also enables the Sponsor Body to provide services to either or both Corporate Officers where appropriate.
- d) This Service Level Agreement reflects the agreement of the Parties but is not intended to create contractual relations between the Parties.

1. DEFINITIONS AND INTERPRETATIONS

- 1.1. The following terms shall have the following meanings for the purposes of this Agreement:-

PHRASE	MEANING
Agreement or Service Level Agreement	means this agreement;

Charges	means those charges payable by a Party for the provision of the Services as set out in the Schedules;
Corporate Officers' Premises	means the land and buildings which make up the Parliamentary Estate;
Parliamentary Estate	means all that land and buildings belonging to, occupied by or controlled by the Corporate Officers;
Personnel	means the Sponsor Body's Personnel and the Corporate Officers' Personnel and any of their staff, contractors or appointees;
Premises	means the Corporate Officers' Premises and Sponsor Body's Premises;
Schedules	means the schedules which are in force from time to time in this Agreement;
Services	means the services provided by one Party to another as described in the Schedules;
Sponsor Body's Premises	means any premises that the Sponsor Body (individually or on behalf of the Delivery Authority) has a legal interest in for the purposes of carrying out their statutory functions under the Act;
Term	means the term specified for each of the Services included in the Schedules.

1.2. In this Agreement, except where the context otherwise requires:-

- 1.2.1. The singular includes the plural and vice versa.
- 1.2.2. References to any gender include any other gender.
- 1.2.3. Reference to any enactment, order, regulation or other similar instrument, shall be construed as a reference to the enactment, order, regulation or instrument as amended from time to time by any subsequent enactment, order, regulation or instrument.
- 1.2.4. Reference to a Clause is a reference to the whole of that Clause unless stated otherwise.
- 1.2.5. The headings in this Agreement shall not affect the interpretation thereof.
- 1.2.6. References to "Clauses" and "Schedules" shall be to clauses and schedules of this Agreement.

2. DURATION OF THE AGREEMENT

- 2.1. This Agreement shall be effective from:
 - 2.1.1. between the Corporate Officers and the Sponsor Body, 8 April 2020; and
 - 2.1.2. between the Corporate Officers, the Sponsor Body and the Delivery Authority, the date that this Agreement is signed by the Delivery Authority.
- 2.2. This Agreement shall expire on the date that the Sponsor Body is abolished pursuant to section 10 of the Act.

3. PROVISION OF SERVICES

- 3.1. The Parties agree to provide the Services referred to in the Schedules with effect on and from the dates in Clause 2.1 for the Term of each Service.
- 3.2. The Schedules describe the Services and when, where and to what standard they are be provided, the conditions subject to which the Services will be provided, the unit of charge and the initial Term.

4. OMITTING AND ADDING SERVICES

- 4.1. A Party may terminate Services at any time by giving reasonable notice to the delivering Party setting out clearly the Services to be terminated, the extent of the termination, the reason and the date from which the Services are no longer required.
- 4.2. A Party choosing to terminate any of the Services shall have no liability to the other whatsoever.
- 4.3. The Parties may add Services by agreement between them

5. SERVICE STANDARDS

- 5.1. The Parties shall provide the Services:
 - 5.1.1. With reasonable skill and care;
 - 5.1.2. In all respects in accordance with all applicable law; and
 - 5.1.3. In accordance with the agreed specification.
- 5.2. Where the delivering Party has a relevant policy or standard, the Services shall be delivered in accordance with that policy or standard.

6. ACCESS TO PREMISES

- 6.1. Where relevant:
 - 6.1.1. the Corporate Officers shall (subject to Clause 6.2) provide the Sponsor Body Personnel and Delivery Authority Personnel with access to such parts of the Corporate Officers' Premises as the Sponsor Body and Delivery Authority reasonably require for the purposes only of using or providing the Services to the Corporate Officers; and
 - 6.1.2. the Sponsor Body shall provide the Corporate Officers with access to such parts of the Sponsor Body's Premises as the Corporate Officers reasonably require for the purposes only of using or providing the Services to the Sponsor Body and Delivery Authority.
- 6.2. The Parties shall:
 - 6.2.1. ensure that their Personnel using the Premises keep them properly secure and comply and co-operate with all security requirements specified by the Party whose Premises are being used;
 - 6.2.2. ensure that only Personnel authorised by the Party responsible for the Premises shall enter upon the Premises for the purposes of using or providing the Services; and
 - 6.2.3. immediately on becoming aware of any damage caused to the Premises by their Personnel in the course of using or providing the Services, notify the Party whose Premises are being used of the type and extent of damage caused.

7. PERFORMANCE REVIEW

- 7.1. Any of the Parties shall have the option of requesting a review of the performance under each Service every three months, including any performance issues and whether further Services will be required and whether (if at all) the Service will be terminated.

8. PAYMENT

- 8.1. The Sponsor Body and Delivery Authority shall each pay their Charges to the Corporate Officers for the Services provided by the Corporate Officers in accordance with this Agreement.
- 8.2. The Corporate Officers shall pay the Sponsor Body and Delivery Authority their respective Charges for the Services that each have provided in accordance with this Agreement.
- 8.3. The Parties shall calculate the Charges so as to reimburse the actual costs (on an averaged basis, where appropriate) of providing the service, and will not include a management fee.
- 8.4. The Parties shall invoice each other separately for payment of their respective Charges at the end of every third calendar month or such other period as may be agreed between them. All invoices shall be directed to the Directors of Finance of the relevant Parties (or equivalent).
- 8.5. If the quarterly Charge for an individual service is less than £1,000, it will be considered de minimis.
- 8.6. The Parties shall pay any sums due under such an invoice no later than a period of 30 days from the date on which they have determined the invoices to be undisputed and valid.
- 8.7. Where a Party disputes any sum to be paid by it then a payment equal to the sum not in dispute shall be paid and the dispute as to the sum that remains unpaid shall be determined in accordance with Clause 8 of the Parliamentary Relationship Agreement.

9. INSURANCE

- 9.1. The Corporate Officers do not insure the Parliamentary Estate and there shall be no insurance policy protection provided by them for commonly insured risks.

10. MONITORING

- 10.1. The Parties will monitor the performance of the Services.
- 10.2. The Parties shall co-operate with each other in carrying out the monitoring at no additional charge.

11. LIABILITY AND DISPUTES

- 11.1. Except as may not be excluded in law, the Parties shall not have any liability to each other whatsoever under this Agreement.
- 11.2. Any disputes under this Agreement shall be handled pursuant to Clause 8 of the Parliamentary Relationship Agreement.

12. ENTIRE AGREEMENT

- 12.1. The Agreement constitutes the entire agreement between the Parties relating to its subject matter and supersedes and extinguishes all previous agreements, promises,

assurances, warranties, representations and understandings between them, whether written or oral.

13. VARIATION

- 13.1. No variation of the Agreement shall be effective unless it is in writing and signed by the Parties.

14. NOTICES

- 14.1. Any notice or other communication which is to be given by any Party to another shall be given by letter, (sent by hand or post or by registered post or by the recorded delivery service) or transmitted by electronic mail. Such notices or communications shall be deemed effectively given on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.

15. GOVERNING LAW

- 15.1. This Agreement shall be governed by and interpreted in accordance with the law of England and Wales.

THIS DOCUMENT is executed as an agreement.

Signature:.....

ED OLLARD
CORPORATE OFFICER OF THE HOUSE OF LORDS

Signature:.....

DR JOHN BENDER
CORPORATE OFFICER OF THE HOUSE OF COMMONS

SIGNED on behalf of **THE PARLIAMENTARY**
WORKS SPONSOR BODY by an Authorised Signatory

Signature:.....

Name:.....Sarah Johnson.....

SIGNED on behalf of **THE RESTORATION AND**
RENEWAL DELIVERY AUTHORITY LTD by a
Director

Signature:.....

Name:.....Matthew White.....

SCHEDULE 1
SERVICES FOR []

Service to be provided by the Corporate Officers	
Service to be provided to Sponsor Body and/or Delivery?	
Charges payable by the Sponsor Body and/or Delivery Authority for the Service	
Term of the Service	
Requisite standard of Service	
Sponsor Body and/or Delivery Authority's obligations	

ANNEX 3
AGREEMENT TO OCCUPY OFFICE PREMISES (TEMPLATE)
[To be agreed]

ANNEX 4
AGREEMENT TO OCCUPY FOR WORKS (WORKSITE POSSESSIONS) (TEMPLATE)
[To be agreed]

ANNEX 5
AGREEMENT TO OCCUPY FOR WORKS (DECANTED AREAS) (TEMPLATE)
[To be agreed]

ANNEX 6
HANDOVER AND RETURN CERTIFICATES (TEMPLATE)
[To be agreed]



**For more information
visit the website:**

www.restorationandrenewal.uk

Cover photo shows ceiling detail of Chapel of St Mary Undercroft ©UK Parliament/Mark Duffy



HOUSES OF PARLIAMENT
RESTORATION & RENEWAL