

**AMENDMENT AND RESTATEMENT OF**  
**The Restoration and Renewal**  
**Programme's**  
**Programme Delivery Agreement**

Official Version 4

1 January 2023

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**THIS AMENDMENT AND RESTATEMENT AGREEMENT (“VARIATION AGREEMENT”) IS MADE ON 1<sup>ST</sup> JANUARY 2023**

**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 0AA;

(together, the “Corporate Officers”) acting jointly, unless expressly stated otherwise in this Amendment and Restatement Agreement or in the Agreement;

(3) **RESTORATION AND RENEWAL DELIVERY AUTHORITY LTD** (“Delivery Authority”) whose company number is 12559954 and registered office is at Elm Yard, 10-16 Elm Street, London, WC1X 0BJ,

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

**BACKGROUND**

(A) The Parliamentary Works Sponsor Body (the “Sponsor Body”) was established as a body corporate under the Parliamentary Buildings (Restoration and Renewal) Act 2019 (the “Act”) for the purpose of having overall responsibility for the Parliamentary Building Works.

(B) Pursuant to section 4 of the Act, the Sponsor Body entered into the Programme Delivery Agreement with the Delivery Authority on 20<sup>th</sup> May 2020 (which was subsequently varied and superseded by updated versions dated 7<sup>th</sup> December 2020 and 12<sup>th</sup> August 2021) (the “Agreement”).

(C) In accordance with The Parliamentary Works Sponsor Body (Abolition) Regulations 2022 (the “Abolition Regulations”), the Sponsor Body is abolished and its functions are to be discharged jointly by the Corporate Officers. Pursuant to the Abolition Regulations, the Corporate Officers shall, on the coming into force of the Abolition Regulations, jointly assume overall responsibility for the Parliamentary Building Works and the property, rights and liabilities previously held by the Sponsor Body are transferred to the Corporate Officers jointly, including its role as party to the Agreement.

(D) To reflect the changes to the governance and delivery of the Parliamentary Building Works pursuant to the Abolition Regulations, the Parties have agreed to amend and restate the Agreement as set out in this Variation Agreement.

(E) The amended and restated Agreement will be effective on the terms set out in Schedule 1 on and from the date the Variation Agreement is made as stated on the first page of this Variation Agreement (the “Amendment Date”).

## **AGREED TERMS**

### **1 TERMS DEFINED IN THE VARIATION AGREEMENT**

- 1.1 In this Variation Agreement, expressions defined in the Agreement have the meaning set out in the Agreement. The rules of interpretation set out in the Agreement apply to this Variation Agreement.

### **2 AMENDMENT AND RESTATEMENT**

- 2.1 With effect from the Amendment Date, the Parties agree that the Agreement shall be amended and restated in the form set out in Schedule 1 so that the rights and obligations of the Parties to the Agreement shall, on and from the Amendment Date, be governed by and construed in accordance with the provisions of the amended and restated Agreement set out in Schedule 1.

### **3 COUNTERPARTS**

- 3.1 This Variation Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, each of which is an original but all of which together constitute one and the same instrument.

This Variation Agreement has been signed by duly authorised representatives of each of the Parties:

**SIGNED** on behalf of **THE CORPORATE OFFICER  
OF THE HOUSE OF LORDS**

Signature:

Name: ...Simon Burton.....

**SIGNED** on behalf of **THE CORPORATE OFFICER  
OF THE HOUSE OF COMMONS**

Signature:

Name: ...John Benger.....

**SIGNED** on behalf of  
**RESTORATION AND RENEWAL DELIVERY AUTHORITY LTD**  
by an authorised signatory

Signature:.....

David Goldstone

Name: .....

**SCHEDULE 1**

**AMENDED AND RESTATED AGREEMENT**

**DATED 1 JANUARY 2023**

- (1) THE CORPORATE OFFICER OF THE HOUSE OF LORDS**
- (2) THE CORPORATE OFFICER OF THE HOUSE OF COMMONS**

**AND**

- (3) RESTORATION AND RENEWAL DELIVERY AUTHORITY LTD**

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**PROGRAMME DELIVERY AGREEMENT**

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**SHARPE PRITCHARD**  
Solicitors and Parliamentary Agents

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<b>Schedules to the Agreement provide lists, plans or further information</b>		
<b>List of Schedules</b>		<b>Description</b>
		<b>Note that each of these Schedules is a living document. The Parties will update regularly, as applicable</b>
1	Scope	An outline description of the Programme and scope of the Works to be documented in accordance with clause 19.
2	Data Sharing and Confidentiality Agreement	The agreement between the Parties in relation to the sharing of personal data and information.
3	Representatives	List of Representatives appointed by the Corporate Officers and Delivery Authority, together with the areas delegated to them.
4	Possessions and Handover (including Possession Table)	Possessions and Handover procedure extant at the date of this Agreement and the Possession Table setting out which party will be accountable and responsible for various risks during a Worksite Possession or a Decanted Area Possession.
5	Risks	Table setting out the agreed allocation of risks between the Corporate Officers and the Delivery Authority.
6	Risk & Contingency Management Principles	Principles agreed between the Corporate Officers and Delivery Authority as set out in Clause 27.
7	Responsibilities regarding the restoration of the Palace of Westminster and Decant Arrangements*	RACI matrices setting out the respective responsibilities of the Parties regarding the restoration of the Palace of Westminster and decant arrangements, including setting out the respective responsibilities of the Parties regarding Heritage Items and the Collections of the Libraries

<b>Appendices of policies and procedures</b>	
1.	Variation and Change Control Procedure
2.	Joint Behaviour Charter
3.	Operational Authorities Document
4.	Form of Collateral Warranty
5.	Security and Access Arrangements
6.	Arrangements for Removal and Care of Heritage Items and Collections of the Libraries

**THIS AGREEMENT IS AMENDED AND RESTATED ON 1 JANUARY 2023 IN ACCORDANCE WITH SECTION 4 OF THE PARLIAMENTARY BUILDINGS (RESTORATION AND RENEWAL) ACT 2019 (AS AMENDED BY THE PARLIAMENTARY WORKS SPONSOR BODY (ABOLITION) REGULATIONS 2022).**

**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 0AA;

(together, the “Corporate Officers”) acting jointly, unless expressly stated otherwise in this Agreement; and

(3) **RESTORATION AND RENEWAL DELIVERY AUTHORITY LTD** (“Delivery Authority”) whose company number is 12559954 and registered office is at Elm Yard, 10-16 Elm Street, London, WC1X 0BJ

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

**Whereas**

(A) The Delivery Authority is established by incorporation under the Companies Act 2006, limited by guarantee, to be the delivery body for the Programme in accordance with the Parliamentary Buildings (Restoration and Renewal) Act 2019 (the “Act”) as amended by The Parliamentary Works Sponsor Body (Abolition) Regulations 2022 (the “Abolition Regulations”).

(B) Pursuant to the Abolition Regulations, the Corporate Officers have overall responsibility for the Parliamentary Building Works. The functions provided for in the Act previously undertaken by the Parliamentary Works Sponsor Body (‘Sponsor Body’) have been transferred to the Corporate Officers (acting jointly).

(C) On 20 May 2020 the first Programme Delivery Agreement (the “First Agreement”) was entered into between the Parties pursuant to section 4 of the Act. The First Agreement has since been varied on and from the Commencement Date pursuant to Clause 5 as set out in versions dated 7 December 2020 (the “Second Agreement”) and 12 August 2021 (the “Third Agreement”).

(D) This Agreement is separated into 13 Parts. Parts 5, 6 and 7 relate to membership and governance matters to reflect that the Parties wish to augment the Articles of Association by setting out in this Agreement provisions relating to the operation and management of their relationship. Parts 1, 2, 3, 4 and 8 to 13 set out the terms and conditions upon which the Delivery Authority is to develop and deliver the Programme, and the mechanism for managing the relationship between the Delivery Authority and the Corporate Officers.

- (E) This Agreement will be reviewed periodically and may be varied as provided for in Clauses 5 and 6. Without limitation, the Parties intend to agree a further amended Agreement which incorporates matters related to the delivery of the Works which are currently outstanding and require further discussion and refinement.

The Parties have agreed as follows:

## **PART 1 PRELIMINARY**

### **1 DEFINITIONS AND INTERPRETATION**

#### **1.1 Definitions**

The definitions set out below will apply and have effect in relation to the words and expressions used in this Agreement and the interpretation and construction of this Agreement.

<b>“Act”</b>	means the Parliamentary Buildings (Restoration and Renewal) Act 2019 as amended by the Parliamentary Works Sponsor Body (Abolition) Regulations 2022 and as further amended from time to time;
<b>“Agreed Standards”</b>	means the standards which the Standards Group agrees in accordance with Clause 68;
<b>“Agreement”</b>	means this Programme Delivery Agreement concluded between the Corporate Officers and the Delivery Authority comprising these Clauses, the Schedules attached, the Appendices and the Annexes;
<b>“Annual Report”</b>	has the meaning given in Clause 25.1;
<b>“Anti-Bribery Requirements”</b>	has the meaning given in Clause 57;
<b>“Anti-Bribery Terms”</b>	has the meaning given in Clause 57;
<b>“Anticipated Final Cost”</b>	means the Delivery Authority’s anticipated final cost of Phase One and/or Phase Two (as the context requires) to be prepared in accordance with Clause 24 for the purpose of section 7 of the Act;
<b>“Articles of Association”</b>	means the articles of association for the time being of the Delivery Authority;
<b>“Background IPR”</b>	any and all Intellectual Property Rights that are owned by or licensed to a contractor and which are or have been developed independently of the Programme;
<b>“Benefits Statement”</b>	means the benefits statement of the Corporate Officers in accordance with Clause 88;
<b>“Best Current Practice”</b>	means the exercise of that degree of skill, care, diligence, prudence and foresight which would reasonably be expected from a delivery vehicle experienced in managing and delivering large scale programmes similar in scope, importance and complexity to the Programme, taking into account

successful, reliable and safe examples of relevant design and construction methods, management, maintenance and governance procedures used on recent national or international infrastructure and heritage projects;

**“Business Plan”** means the business plan in respect of the Programme approved by the board of the Delivery Authority and the Corporate Officers;

**“CDM”** means the Construction (Design and Management) Regulations 2015 (as amended from time to time);

**“Change Control”** means change control under this Agreement to be managed in accordance with the Variation Procedure;

**“Change in Law”** means the coming into effect after the date of this Agreement of:

- a) Law, other than any Law which on the date of this Agreement has been published:
  - i. in a draft Bill as part of a Government Departmental Consultation Paper;
  - ii. in a Bill; or
  - iii. in a draft statutory instrument; or
- b) any applicable judgment of a relevant court of law which changes a binding precedent;

**“Collections of the Libraries”** has the meaning given in Clause 76.1.2;

**“Commencement Date”** means the date that this Agreement comes into effect in accordance with Clause 3.1;

**“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):

- 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 Delivery Contractor has completed the work other than snagging and that a certificate confirming this has been provided by the project manager under the Construction 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; and
- have provided all necessary books, manuals, collateral agreements, consents and warranties required by the Construction Contracts to the Corporate Officers.

<b>“Confidential Information”</b>	has the meaning given at paragraph 16.1 in the Data Sharing and Confidentiality Agreement;
<b>“Consent”</b>	means all permissions, consents, approvals, certificates, permits, licences and authorisations including planning consent, statutory instruments, orders, listed building consent and building regulations approval;
<b>“Consents Master Plan”</b>	means the plan for estates made for Town and Country Planning application purposes and which shows current and future schemes;
<b>“Construction Contract”</b>	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;
<b>“Corporate Officers”</b>	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, being the Corporate Officer of the House of Lords and the Corporate Officer of the House of Commons, acting jointly under this Agreement unless expressly stated otherwise;
<b>“Corporate Officers’ Phase Two Requirements”</b>	means the Corporate Officers’ requirements for Phase Two from time to time pursuant to sections 2 and 4 of the Act agreed pursuant to Clause 18.2;



<b>“Corporate Officers’ Premises”</b>	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;
<b>“Cost Model”</b>	means the cost model of the Corporate Officers in accordance with Clause 88;
<b>“Data Protection Legislation”</b>	the UK GDPR, the Data Protection Act 2018, and other laws or regulations relating to the processing of personal data;
<b>“Data Sharing and Confidentiality Agreement”</b>	means the data sharing and confidentiality agreement set out in Schedule 2 of this Agreement;
<b>“Decanted Area”</b>	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 (other than employees of the Corporate Officers relevant to the Programme or Delivery Authority or members of their supply chain) for the purposes of their Parliamentary work and (if applicable) has been licensed to the Delivery Authority;
<b>“Decanted Area Date”</b>	means the date on which a Decanted Area is handed to the Corporate Officers fully vacant in accordance with paragraph 1.9 of Schedule 4 (Possessions and Handover);
<b>“Delivery Authority Chair”</b>	means the chair of the Delivery Authority appointed by the Corporate Officers with the approval of the House Commissions pursuant to Schedule 2 of the Act;
<b>“Delivery Authority’s Accounting Officer”</b>	means the person appointed by the Corporate Officers to the role of accounting officer in accordance with Clause 23;
<b>“Delivery Authority’s Programme Risks”</b>	means those risks allocated to the Delivery Authority pursuant to Clause 27 or otherwise agreed by the Parties to be risks for management by the Delivery Authority;
<b>“Delivery Contract”</b>	means a contract between the Delivery Authority and a Delivery Contractor;
<b>“Delivery Contractors”</b>	means those contractors appointed or to be appointed by the Delivery Authority (including those contractors who are engaged by the Delivery

Authority and the term 'contractors' where used shall be interpreted to mean Delivery Contractors if the context requires;

<b>“Delivery Partner”</b>	means the organisation appointed by the Delivery Authority as delivery partner for the Programme, if any;
<b>“Delivery Reports”</b>	means delivery reports to be prepared by the Delivery Authority as specified in or required under this Agreement, including Quarterly Delivery Reports;
<b>“Delivery Schedule”</b>	means the delivery schedule of the Corporate Officers in accordance with Clause 88;
<b>“Delivery Sub-Contract”</b>	means a contract between a Delivery Contractor and a Delivery Sub-Contractor;
<b>“Delivery Sub-Contractors”</b>	means those sub-contractors appointed or to be appointed by Delivery Contractors;
<b>“Dispute”</b>	means any issue for resolution, dispute, disagreement, difference of opinion or deadlock arising between the Parties under or in respect of any matter arising from or in connection with this Agreement but not an Intervention to be addressed in accordance with Clause 97;
<b>“Dispute Resolution Procedure”</b>	means the procedure for the escalation and resolution of Disputes set out in Clause 97;
<b>“EIR”</b>	means the Environmental Information Regulations 2004;
<b>“Emergency”</b>	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);
<b>“Expenditure Classification Policy”</b>	means the policy to be developed in accordance with Clause 41;
<b>“External Stakeholders”</b>	means any authority, body, office or natural person: <ul style="list-style-type: none"><li>• whose consent or permission is required (or desirable) for the Works;</li><li>• who owns property (real or personal) which would be affected by the Works;</li></ul>

- 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.

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;

**“Financial Year”**

means:

- a) the period beginning with the date on which the Delivery Authority is formed and ending with the 31 March following that date, and
- b) each successive period of 12 months;

**“FOIA”**

means the Freedom of Information Act 2000 and any subordinate legislation made under that Act as amended from time to time;

**“Force Majeure Event”**

means the occurrence after the date of this Agreement of: (a) war, civil war, armed conflict or terrorism; or (b) nuclear, chemical or biological contamination unless the source or the cause of the contamination is the result of the actions of or breach by the Delivery Authority, Delivery Contractor(s) or its Delivery Sub-Contractor(s); or (c) pressure waves caused by devices travelling at supersonic speeds; or (d) pandemic, which directly causes either Party to be unable to comply with all or a material part of its obligations under this Agreement;

**“Handover Date”**

means the date when Work in Progress is handed over to the Delivery Authority in accordance with Clause 79;

**“House Commissions”**

has the meaning given to it in the Act;

**“Information Governance Strategy”**

means the strategy to be developed by the Parties in accordance with Clause 69.2;

**“Information Management System”**

means one or more systems (people, process and technology) operated by an organisation to manage information throughout its lifecycle, in particular managing access, classification and retention, from creation to disposal or archive;

<b>“Integrated Schedule”</b>	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;
<b>“Intellectual Property Rights” or “IPRs”</b>	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;
<b>“Intervention”</b>	means, in respect of a matter of the nature described in Clause 96.2, an intervention by the Corporate Officers in accordance with the procedure set out in Clause 96;
<b>“Inventory of Heritage Items, Collections of the Libraries and Goods”</b>	has the meaning in clause 76.1.
<b>“Joint Commissions’ Report”</b>	means the Joint Report of the Commissions of the House of Lords and the House of Commons titled “Restoration and Renewal of the Palace of Westminster – a new mandate” dated 14 June 2022 and as passed by a resolution of both the House of Lords and the House of Commons on 12 <sup>th</sup> and 13 <sup>th</sup> July 2022 respectively;
<b>“Joint Behaviour Charter”</b>	means the joint behaviour charter at Appendix 2;
<b>“Known Supplier”</b>	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;
<b>“Law”</b>	means any law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment

of a relevant court of law, or directives or requirements with which the Parties are bound to comply and subject always to Clause 62;

<b>“Members”</b>	means Members of either House of Parliament;
<b>“Monthly Programme Delivery Report”</b>	means the report to be prepared and provided by the Delivery Authority on a monthly basis as described in Clause 88.7;
<b>“Operational Authorities Document”</b>	means the document at Appendix 3;
<b>“Palace”</b>	means the Palace of Westminster (and the term includes new or modified facilities within the Palace of Westminster where the context requires);
<b>“Palace Works”</b>	means works as defined in section 1(1)(a) of the Act;
<b>“Parliamentary Business Resilience Group”</b>	means the parliamentary body which directs and reviews business resilience policy, strategy and implementation across both Houses;
<b>“Parliamentary Building Works (or “Works”)”</b>	has the definition given in section 1(1) of the Act;
<b>“Parliamentary Estate”</b>	means all land and buildings belonging to, owned or controlled by the Corporate Officers (jointly or alone), including the Palace;
<b>“Parliamentary Information Authority”</b>	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;
<b>“Parliamentary Protective Marking Scheme”</b>	means the Parliamentary protective marking scheme including any updates to the scheme made from time to time;

<b>“Performance Default”</b>	means a default in performance under this Agreement notified to the Delivery Authority by the Corporate Officers in accordance with Clause 96;
<b>“Personal Data”</b>	as defined by the UK GDPR;
<b>“Phase”</b>	means Phase One or Phase Two of the Parliamentary Building Works, as the context requires;
<b>“Phase One”</b>	<p>means phase one of the Parliamentary Building Works, being the period that:</p> <ul style="list-style-type: none"> <li>a. begins with the first day on which any provision of section 1 of the Act comes into force, and</li> <li>b. ends when Parliamentary approval is obtained for the purposes of section 7(2)(a) and (b) of the Act (approval relating to works and funding);</li> </ul> <p>and “Phase One Works” means the Parliamentary Building Works that are not Phase Two Works;</p>
<b>“Phase Two”</b>	<p>means phase two of the Parliamentary Building Works, being the period that:</p> <ul style="list-style-type: none"> <li>a. begins when Parliamentary approval is obtained for the purposes of section 7(2)(a) and (b) of the Act; and</li> <li>b. ends with completion of the Parliamentary Building Works;</li> </ul> <p>and “Phase Two Works” means the Parliamentary Building Works that are proposed to be carried out during Phase Two;</p>
<b>“Possession”</b>	means a Decanted Area Possession, Worksite Possession, a Shared Possession or Minor Possession, as defined in paragraph 1 of Schedule 4 (Possessions and Handover (Including Possession Table));
<b>“Procurement Policy”</b>	means the procurement policy to be developed by the Delivery Authority in accordance with Clause 90;
<b>“Programme”</b>	means the programme which comprises all the projects proposed to deliver the Parliamentary building works (as defined in the Act) in accordance with the requirements of this Agreement and the Act and all of the attendant activities necessary for the Corporate Officers and the Delivery Authority to

	carry out their statutory functions and any reference to the <b>“Programme”</b> includes a reference to any part thereof;
<b>“Programme Benefits”</b>	means benefits to be delivered by the Programme in accordance with the Strategic Case;
<b>“Programme Board”</b>	has the meaning given to it in paragraph 40 of the Joint Commissions’ Report;
<b>“Programme Delivery Agreement Group” or “PDAG”</b>	means the group of that name established by the Parties in accordance with Clause 22;
<b>“Programme Data”</b>	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 relate to the Programme or which are made available for the purposes of the Programme and which from time to time are in the control of or are managed by the (i) Corporate Officers; (ii) the Delivery Authority; or (iii) any contractors or sub-contractors (of either Party) 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;
<b>“Programme Information Management System”</b>	means the systems (people, process and technology) operated by the Delivery Authority to manage information throughout its lifecycle, serving both the Corporate Officers and/or Delivery Authority and for this Agreement has the specific meaning given in Clause 88.5;
<b>“Programme Management Information”</b>	has the meaning given in Clause 88.1;
<b>“Programme Reporting Requirements”</b>	means requirements for reporting to be agreed in accordance with Clause 88;
<b>“Programme Requirements”</b>	means the Task Briefs and/or Corporate Officers’ Phase Two Requirements;
<b>“Programme Schedule”</b>	means the single schedule for the Programme to be developed by the Delivery Authority as described in Clause 89;

<b>“Programme Specific IPR”</b>	means Intellectual Property Rights created by a contractor specifically for the purposes of the Programme;
<b>“Programme Vision”</b>	means the vision for the Programme to be developed in accordance with Clause 17;
<b>“Quarterly Report”</b>	means the report to be prepared and provided by the Delivery Authority on a quarterly basis as described in Clause 88.10;
<b>R&amp;R Steering Group</b>	means the steering group established to oversee the Programme comprising officials from the Delivery Authority and the Corporate Officers;
<b>“Regulatory Compliance Report”</b>	means a report in accordance with Clause 28.4.3;
<b>“Remedial Action Plan”</b>	means a plan to be produced by the Delivery Authority in accordance with Clause 96;
<b>“Representatives”</b>	has the meaning given to it in Clause 13.1;
<b>“Reserved Matters”</b>	means those Reserved Matters as described in Clause 23.8 and Appendix 3;
<b>“Revised Operational Authorities Document”</b>	has the meaning given in Clause 23;
<b>“Schemes of Authorities”</b>	means the schemes of authorities as adopted by the Delivery Authority as amended from time to time;
<b>“Section 2A Report”</b>	means the report to be prepared and provided by the Corporate Officers on an annual basis as described in Clause 88.13, pursuant to Section 2A of the Act;
<b>“Service Level Agreement” or (“SLA”)</b>	means the service level agreement entered into by the Corporate Officers and the Delivery Authority as referred to in Clause 60 of this Agreement;
<b>“Significant Risk”</b>	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 one or both Parties;
<b>“Sponsor Body”</b>	has the meaning given to it in Recital B;
<b>“Strategic Case”</b>	means the proposals for the Works developed in accordance with Clause 17, the preferred proposal from which shall require Parliamentary approval in accordance with section 7 of the Act;



<b>“Strategic Objective”</b>	means the strategic objectives of the Corporate Officers pursuant to section 2(2)(a) of the Act to be determined in accordance with Clause 16;
<b>“Supply Chain Management Strategy”</b>	means the supply chain management strategy to be developed by the Delivery Authority in accordance with Clause 90;
<b>“Task Brief”</b>	means a brief for the purpose of defining required activities to be performed by the Delivery Authority during Phase One as agreed pursuant to Clause 18.1;
<b>“Timely”</b>	where this Agreement refers to a matter being carried out in a Timely manner, the word “Timely” will 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;
<b>“Transition Year”</b>	has the meaning given in Clause 39.1;
<b>“UK GDPR”</b>	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;
<b>“Working Day(s)”</b>	means any day other than a Saturday, Sunday or public holiday in England and Wales;
<b>Variation Procedure</b>	means the procedure at Appendix 1.

## 1.2 Interpretation

Save as otherwise expressly provided in this Agreement:

- 1.2.1 words importing the singular will include the plural and vice versa;
- 1.2.2 references to persons include individuals, bodies corporate (wherever incorporated), unincorporated associations and partnerships, governments, states or agencies of a state, or any associations, foundations or trusts (whether or not having separate legal personality) or two or more of the foregoing and words denoting natural persons include any other persons;
- 1.2.3 references to the words include and including are to be construed without limitation;
- 1.2.4 references to one gender include all genders;

- 1.2.5 references to any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court official or any other legal concept are, in respect of any jurisdiction other than England, deemed to include the legal concept or term which most nearly approximates in that jurisdiction to the English legal term;
- 1.2.6 the headings to the Clauses, Schedules, Appendices and Annexes are for convenience only and do not affect the interpretation of this Agreement;
- 1.2.7 references in this Agreement to Clauses, paragraphs and Schedules, Appendices and Annexes are, unless the context otherwise requires, to clauses, paragraphs of and schedules, appendices and annexes to this Agreement;
- 1.2.8 references in this Agreement to persons include their successors, replacement organisations and permitted assigns and permitted transferees from time to time;
- 1.2.9 all references to agreements, documents or other instruments in this Agreement (including references to this Agreement) will, provided that all relevant approvals of the Corporate Officers and other relevant parties required with respect to the amendment, variation, supplement, novation or assignment of those agreements, documents or instruments have been given, be construed as references to such agreements, documents or instruments as amended, varied, supplemented, substituted, suspended, novated or assigned from time to time;
- 1.2.10 all references to any statute or statutory provision include references to any statute or statutory provision which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same and will include any orders, regulations, instruments or other subordinate legislation made under the relevant statute;
- 1.2.11 the governing language of this Agreement is English, as well as of all notices to be given by any party and all other communications and documentation which are in any way relevant to this Agreement or its performance or termination; and
- 1.2.12 a reference to writing includes typing, printing, lithography, photography and other modes of representing or reproducing words in a visible form and expressions referring to writing are to be construed accordingly.

### **1.3 Schedules, Appendices and Annexes**

- 1.3.1 Schedules to this Agreement provide further detail or information in relation to a provision.
- 1.3.2 Appendices to this Agreement provide process or procedure referred to in a provision.
- 1.3.3 Annexes to this Agreement are forms of supplementary agreements which one or more of the Parties will enter into in accordance with the terms of this Agreement.
- 1.3.4 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.

1.3.5 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 1 to this Agreement. This provision applies also to the Appendix 1 itself.

## **2 PRECEDENCE OF DOCUMENTATION**

2.1 In the event of any conflict between the provisions of this Agreement and the Articles of Association, the provisions of this Agreement will prevail.

2.2 This Agreement will be taken and read together with all its Schedules, Appendices and Annexes all of which are deemed incorporated herein.

2.3 In the event of any discrepancy, inconsistency and/or divergence arising between the clauses of this Agreement and the Schedules, Appendices and Annexes, or between any of the Schedules, Appendices and Annexes (or any part of any Schedule, Appendix or Annex), then (save as expressly provided in this Agreement) the following order of precedence will apply:

2.3.1 Clauses of this Agreement; and

2.3.2 The Schedules, Appendices and Annexes provided always that if there is any discrepancy, inconsistency and/or divergence within or between any provisions in any of the Schedules, Appendices and Annexes, this shall be resolved by agreement between the Parties (acting reasonably) to determine which provision takes precedence.

## **3 COMMENCEMENT AND TERM**

3.1 Subject to Clause 3.2, this Agreement came into effect immediately on execution and will continue until the date that the Delivery Authority is dissolved in accordance with section 11 of the Act.

3.2 Neither Party will have right of termination of, or exit from, this Agreement prior to the dissolution of the Delivery Authority.

## **4 PURPOSE OF THIS AGREEMENT**

4.1 In addition to the matters required to be included in the Agreement by virtue of section 4 of the Act, the purpose of this Agreement is to:

4.1.1 provide a mechanism for consultation and co-operation between the Delivery Authority and the Corporate Officers;

4.1.2 set out how the relationship is to be managed in order to ensure that the Parliamentary Building Works are carried out and delivered in accordance with the Act;

4.1.3 set out the Parties' understanding of the respective functions and obligations of the Delivery Authority and the Corporate Officers;

4.1.4 describe how the Delivery Authority and the Corporate Officers will work together in good faith; and

4.1.5 provide structures and mechanisms to allow risks to be managed, information to flow, money to be managed and facilities to be shared.

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 where necessary as provided in Clause 97.

## **5 REVIEW OF THIS AGREEMENT**

- 5.1 This Agreement will be reviewed periodically (at least annually or such other period as agreed between the Parties) and may be updated so as to ensure that it continues to accurately reflect the terms and conditions upon which the Delivery Authority is appointed to deliver the Programme and the mechanism for managing the relationship between the Corporate Officers and the Delivery Authority as the Corporate Officers' delivery agent.
- 5.2 At each review any Schedule, Annex or Appendix that is set out as being for agreement shall also be agreed and appended.

## **6 AMENDMENT TO THIS AGREEMENT**

- 6.1 A variation to this Agreement may be made either at a review pursuant to Clause 5 or at any other time in accordance with the Variation Procedure set out in Appendix 1 to this Agreement.
- 6.2 The Parties agree that a variation to this Agreement outside the Annual Review should be made only where there is a pressing need for it.
- 6.3 No oral agreement or written amendment, other than in accordance with Clause 6.1 and the Variation Procedure, will be binding on either of the Parties to the Agreement.

## **PART 2 ROLES, DUTIES AND BEHAVIOURS**

This Part 2 describes the roles and duties and agreed behaviours of the Corporate Officers and the Delivery Authority under this Agreement. For information and context, it also sets out the roles and duties of other relevant entities and bodies with whom the Corporate Officers and/or the Delivery Authority will interact under this Agreement or in accordance with the Act.

### **7 BEHAVIOURS, MUTUAL TRUST AND COOPERATION**

- 7.1 The Parties agree to adopt and comply with the Joint Behaviour Charter (as may be amended from time to time) at Appendix 2.
- 7.2 The Parties agree to co-operate with each other as partners for the duration of the Programme, acting in good faith with mutual trust, and in a reasonable and transparent manner to facilitate the Delivery Authority's management, development and delivery of the Programme, including where the Corporate Officers' approval is required.
- 7.3 The Parties understand that there are interdependencies which underpin the performance of each other's obligations under this Agreement and in connection with the delivery of the Works. Each Party therefore agrees to notify the other as soon as it becomes aware of any matter that it considers may affect the delivery, cost or quality of the Works or may hinder the ability of the Corporate Officers or of the Delivery Authority to meet their obligations under this Agreement or under the Act, and the Parties shall work together to identify, agree and implement such actions in order to reduce the impact of any such matter.
- 7.4 The Parties agree to work collaboratively to:
- 7.4.1 support the completion of the Parliamentary Building Works in good time and good order in a way that achieves value for money;
  - 7.4.2 manage any interface issues, including the management of interdependencies in the planning and delivery of the Works;
  - 7.4.3 address and seek to minimise adverse impacts of the Programme on:
    - (a) any ongoing Parliamentary business or necessary operations during the Works such that the two Houses can continue with as little disruption as is reasonably practicable; and/or
    - (b) any third party affected by the Programme; andso as not to cause the other Party to be in breach of their duties under the Act or under this Agreement;
- 7.5 Further detail about the respective responsibilities of the Parties regarding the restoration of the Palace of Westminster and temporary accommodation and decant arrangements will be set out in Schedule 7 (Responsibilities regarding the restoration of the Palace of Westminster and Decant Arrangements). With regard to temporary accommodation and decant arrangements the Parties acknowledge that the Corporate Officers may act independently.
- 7.6 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.

- 7.7 A Party to this Agreement will notify the other Party's applicable Representatives of any incident or matter that might be reasonably considered to present a risk to the safety, security, work and/or reputation of a Party (or Parties) to this Agreement, including in respect of any material breach of this Agreement, as soon as reasonably possibly after becoming aware of such incident, matter and/or breach.

## **8 THE CORPORATE OFFICERS**

- 8.1 The Corporate Officers' duties in relation to the Programme are set out in section 2 of the Act.

- 8.2 Without limiting the Corporate Officers' duties and obligations set out elsewhere in this Agreement or the Act, the key roles and duties of the Corporate Officers in relation to the Programme will be to:

- 8.2.1 to act as sponsor of the Programme;
- 8.2.2 determine the strategic objectives for the Programme;
- 8.2.3 make strategic decisions relating to the carrying out of the Works;
- 8.2.4 be accountable for the Strategic Case;
- 8.2.5 manage the process of Members' consultation;
- 8.2.6 agree Task Briefs and agree the Corporate Officers' Phase Two Requirements and approve changes as appropriate;
- 8.2.7 oversee the activities of the Delivery Authority in connection with the carrying out of the Works;
- 8.2.8 deal with matters relating to completion of the Works, including the making of arrangements for the handing over of the buildings to which those works relate;
- 8.2.9 facilitate and promote the hand back of the Works;
- 8.2.10 to promote public understanding of the purposes of the Programme; and
- 8.2.11 build and maintain skills, capabilities and systems which are necessary and appropriate to enable the Corporate Officers to comply with their obligations under this Agreement and effectively fulfil their roles as specified in this Clause 8.2.

- 8.3. The Parties acknowledge the client and governance arrangements for the Programme recommended in the Joint Commissions Report; and the Parties further acknowledge that the Joint Commissions Report anticipates that such governance arrangements as set out therein may change or evolve, in particular following the submission of the Strategic Case.

## **9 DELIVERY AUTHORITY**

- 9.1 Without limiting the Delivery Authority's duties and obligations set out elsewhere in this Agreement or the Act, the Delivery Authority's key roles and duties in relation to the Programme will include:

- 9.1.1 supporting the Corporate Officers to define and develop the Programme and to secure approval of the Strategic Case.

- 9.1.2 the management and delivery of the Programme;
  - 9.1.3 the execution and completion of the Works;
  - 9.1.4 without prejudice to the Corporate Officers' rights to do the same, the temporary acquisition, management and disposal of interests in, or rights over, land that is solely required for the purpose of delivering the Programme; and
  - 9.1.5 the delivery of the Strategic Case (pursuant to Clause 17) in so far as the Delivery Authority is accountable.
- 9.2 The Delivery Authority will exercise its duties and undertake its role under this Agreement at all times:
- 9.2.1 save as provided in Clause 2, in accordance with the Articles of Association;
  - 9.2.2 in accordance with all applicable Law and having regard to Government guidance where appropriate;
  - 9.2.3 in accordance with Best Current Practice;
  - 9.2.4 so as to satisfy applicable Task Brief(s) and the Corporate Officers' Phase Two Requirements (as appropriate);
  - 9.2.5 so as to comply with any requirements arising from this Agreement and related agreements (such as handover processes and agreements to occupy), including but not limited to the requirements set out in Part 7; and
  - 9.2.6 so as to comply with any contracts to which it is a party.

## **10 CORPORATE OFFICERS' ASSURANCE REPRESENTATIVE**

### **Corporate Officers' Assurance Representative role**

- 10.1 As part of the Corporate Officers' overall assurance function, the Corporate Officers have established a Corporate Officers' assurance representative role ("S-Rep") to monitor the management, development and delivery of the Programme by the Delivery Authority with the purpose of providing assurance to the Corporate Officers. The Corporate Officers will notify the Delivery Authority of the identity of the S-Rep and will notify the Delivery Authority of any changes in the identity of the S-Rep from time to time.

### **Delivery Authority co-operation and assistance to the S-Rep**

- 10.2 The Delivery Authority will co-operate with the S-Rep and provide the S-Rep with such:
- 10.2.1 information (including all Delivery Authority correspondence, files, records, agreements (including Delivery Contracts and Delivery Sub-Contracts) and documents);
  - 10.2.2 assistance and access to persons (including senior management) involved in the Programme; and
  - 10.2.3 access to the Works,
- as the S-Rep may reasonably require to carry out its role specified in Clause 10.1.
- 10.3 The S-Rep will be provided with accommodation and such other facilities as it may reasonably require at the Delivery Authority's offices.

## **11 MANAGEMENT OF DEPENDENCIES**

- 11.1 The Corporate Officers shall ensure the coordination of Corporate Officers' works and the Works to be delivered by the Delivery Authority. For these purposes, "Corporate Officers' works" means works to the Parliamentary Estate carried out by or behalf of one or both of the Corporate Officers which are not Parliamentary Building Works.
- 11.2 The Corporate Officers, either jointly or severally, agree to consult and engage with the Delivery Authority before taking a decision which may have a material impact on the Works (but the Delivery Authority acknowledges that this may not be possible in an Emergency).
- 11.3 The Delivery Authority 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).
- 11.4 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.
- 11.5 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.

## **12 OTHER PARTIES**

- 12.1 The Delivery Authority will only undertake activities as required by the Act and pursuant to this Agreement (including those required by applicable Task Briefs) and will not undertake activities instructed by other third parties, unless otherwise required to do so by the Corporate Officers.

## **13 REPRESENTATIVES**

- 13.1 The Corporate Officers and the Delivery Authority will identify people to serve from time to time as their nominated representatives under this Agreement and will notify the other Party in writing of these appointments, and the termination of any such appointment. The appointees extant at any time will be known as the "Representatives" and will be set out in Schedule 3 (Representatives).
- 13.2 It is for each Party to determine at their discretion the number of Representatives that each Party is to nominate and the extent of the delegation to each of them.
- 13.3 Day to day liaison between the Corporate Officers and the Delivery Authority will 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.

## **14 INTERNAL COMPLAINTS PROCESS**

- 14.1 The Delivery Authority undertakes to the Corporate Officers that it will apply the Parliamentary Behaviour Code as part of its internal complaints process. As members of the parliamentary community, staff and officers of the Delivery Authority have access to the Independent Complaints and Grievance Scheme ('Scheme') established by Parliament, and the Delivery Authority will consider investigation reports sent to it under the Scheme and take such action as it considers appropriate.



## **15 EXTERNAL STAKEHOLDERS**

- 15.1 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. The Corporate Officers agree to establish and maintain a register of such External Stakeholders to which the Delivery Authority may input.
- 15.2 The Parties shall agree and document the Parties' respective roles and responsibilities in connection with the management and communication with External Stakeholders to ensure a coordinated approach to External Stakeholder management.

## **PART 3 STRATEGIC OBJECTIVES, STRATEGIC CASE AND PROGRAMME VISION**

### **16 STRATEGIC OBJECTIVES OF THE CORPORATE OFFICERS**

- 16.1 Pursuant to section 2(2)(a) of the Act, the Corporate Officers are to develop and determine the Strategic Objectives of the Works.
- 16.2 For the purposes of section 4(1)(a) of the Act, the Corporate Officers' Strategic Objectives for the Parliamentary Building Works as at the date of this Agreement are to be developed over time.
- 16.3 The Delivery Authority will support the Corporate Officers in the development and implementation of the Strategic Objectives of the Parliamentary Building Works over time.

### **17 STRATEGIC CASE, PARLIAMENTARY APPROVAL AND PROGRAMME VISION**

- 17.1 During Phase One the Delivery Authority will formulate proposals in accordance with section 3(4) of the Act. The Parties, working together, will develop a Strategic Case comprising a shortlist of such proposals and, in accordance with the Programme's governance process and as more particularly detailed in Task Briefs, the Delivery Authority will then formulate a proposal (or proposals) in further detail for the purposes of seeking Parliamentary approval in accordance with section 7 of the Act.
- 17.2 In undertaking the activities described in clause 17.1, the Parties will have regard to:
- 17.2.1 the requirements of section 2(5) of the Act;
  - 17.2.2 the priority work areas identified in paragraph 21 of the Commissions' Report; and
  - 17.2.3 the parameters identified in paragraph 11 of the Commissions' Report and proposals set out in paras 12-14 of the same.
- 17.3 The Delivery Authority and the Corporate Officers will collaborate and cooperate to develop and update the end-state Programme Vision as the Programme develops.

## **PART 4 SCOPE**

### **18 TASK BRIEFS AND CORPORATE OFFICERS' PHASE TWO REQUIREMENTS**

#### **Task Briefs (Phase One)**

- 18.1 The activities to be undertaken by the Delivery Authority during Phase One will be documented and agreed in Task Briefs in each case as agreed between the Parties in accordance with an agreed "task brief management and change procedure".

#### **Corporate Officers' Phase Two Requirements**

- 18.2 Requirements applicable to Phase Two may be agreed and documented between the Parties ("Corporate Officers' Phase Two Requirements") to support the delivery of Phase Two of the Programme. Such requirements should be consistent with and aligned to the proposals submitted for parliamentary approval pursuant to section 7 of the Act.

#### **Expenditure requirements**

- 18.3 In preparing both the annual and total Phase One and Phase Two expenditure requirements, the Delivery Authority must include all necessary in-year costs to enable it to deliver its obligations under this Agreement (including Task Briefs agreed pursuant to Clause 18.1 and as may be agreed pursuant to Clause 18.2).

#### **Affirmation Process**

- 18.4 If the Delivery Authority is in any doubt whatsoever on any part of its obligations under the Act or this Agreement (including any Task Brief), then the Delivery Authority will seek clarification from the Corporate Officers without delay. The Delivery Authority will forward its written interpretation of the requirement to the Corporate Officers and will ask the Corporate Officers to affirm the Delivery Authority's interpretation of such requirement or to otherwise clarify the requirement.

### **19 THE SCOPE OF THE PARLIAMENTARY BUILDING WORKS**

- 19.1 It is anticipated that the Parties' shared understanding of the meaning of the Parliamentary Building Works shall be further defined as part of the development of the Strategic Case (pursuant to Clause 17 above) and the development of proposals to be submitted for parliamentary approval under section 7 of the Act.

- 19.2 The Parties shall agree from time to time (and in any event before any intrusive or permanent construction or engineering work is carried out at the Palace of Westminster by either Party) whether any proposed work falls within the definition of Parliamentary building works as per section 1 of the Act or whether it is Parliamentary business as usual work. The Parties will record their shared understanding of such works.

### **20 WORKS BY THE CORPORATE OFFICERS**

- 20.1 If either or both of the Corporate Officers propose to carry out works in the Palace (or in their facilities elsewhere) after the original date of this Agreement (being 20th May 2020) the relevant Corporate Officer will make the Delivery Authority aware of the proposal and have regard to the 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**

- 20.2 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 Works if and to the extent that the Corporate Officers (following consultation with the Delivery Authority) agree that they are still required as preliminary to the restoration and renewal of the Palace.
- 20.3 If such works are not required, the Corporate Officers agree to manage the relevant contracts and close down worksites before granting the relevant Possession.
- 20.4 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 Delivery Authority.

## **PART 5 GOVERNANCE**

### **21 GOVERNANCE**

21.1 The governance structure between the Corporate Officers and Delivery Authority is designed to allow the Corporate Officers to focus on the strategic alignment, outcomes and requirements for the Programme along with the funding to deliver those outcomes. The Delivery Authority will focus on the delivery of those requirements through putting in place an appropriate delivery approach.

### **22 PROGRAMME DELIVERY AGREEMENT GROUP (PDAG)**

22.1 The Corporate Officers have established and manage a Programme Delivery Agreement Group (“PDAG”) for the purpose of reviewing progress in delivery of all aspects of the Programme. PDAG is intended to provide the Corporate Officers visibility and assurance on delivery of the Programme by the Delivery Authority whilst minimising duplication of assurance activity by the Corporate Officers, key stakeholders and other parties.

22.2 The PDAG is chaired by a person nominated by the Corporate Officers and comprises senior officials from the Houses of Parliament and the Delivery Authority.

### **23 DELIVERY AUTHORITY’S CORPORATE GOVERNANCE**

23.1 The board of the Delivery Authority will establish such committees as it deems appropriate to ensure sound corporate governance of its business in accordance with statutory requirements, its Articles of Association and in discharging its obligations under this Agreement.

23.2 The committees will be reviewed on an on-going basis by the board of the Delivery Authority to ensure their operation and constitution remain fit for purpose to manage delivery at different stages of the Programme and may change over time.

23.3 The Delivery Authority will establish a high-level organisation structure of executive directors reporting to the Chief Executive, each with clear and explicit roles, responsibility and accountability for their respective areas.

23.4 The Corporate Officers will appoint an executive director of the Delivery Authority as the Delivery Authority’s Accounting Officer. The Delivery Authority’s Accounting Officer will be responsible for safeguarding the public funds granted to the Delivery Authority, and for propriety and regularity in the handling of those public funds.

#### **Reserved Matters and constraints**

23.5 The Delivery Authority recognise the requirement in its Schemes of Authorities for decisions on certain matters relating to the delivery of each Phase of the Programme to be reserved to the Corporate Officers. All such Reserved Matters are set out in the Operational Authorities Document in Appendix 3.

23.6 The Delivery Authority agrees:

23.6.1 to reflect the Operational Authorities Document into its Scheme of Authorities;  
and

- 23.6.2 that, to the extent permitted by Law, it will not take any of the actions set out in the Operational Authorities Document without the prior agreement of the Corporate Officers.
- 23.7 Subject to 23.11, any change to the Operational Authorities Document will be subject to agreement through Change Control.
- 23.8 The Corporate Officers will be responsible at all times for maintaining an up-to-date version of the Operational Authorities Document. If:
- 23.8.1 the Corporate Officers vary any Reserved Matters in accordance with this Agreement; or
- 23.8.2 at any time, the Parties agree that amendments are required to the Operational Authorities Document,
- the Corporate Officers will produce a revised version of the Operational Authorities Document (for the purposes of this Clause 23, the “Revised Operational Authorities Document”) which will not be retroactive.
- 23.9 The Parties will use the Revised Operational Authorities Document unless and until it is amended again in accordance with this Agreement.
- 23.10 When a Revised Operational Authorities Document is issued by the Corporate Officers in accordance with this Clause 23, it will supersede any previous versions and will constitute the definitive version of the Operational Authorities Document.
- 23.11 The Parties agree that any financial threshold specified in respect of any Reserved Matter set out in the Operational Authorities Document in Appendix 3 may be increased or reduced by a decision of the Programme Board and shall not be subject to Change Control and the Operational Authorities Document shall be updated to reflect this decision.

## **24 FINANCIAL REPORTING**

- 24.1 The Delivery Authority will develop, implement and maintain accounting systems and financial reporting capability that enable it to review its financial performance against budgets and targets in a Timely and effective manner and to report on financial performance to the Corporate Officers.
- 24.2 In accordance with a format and timetable to be agreed with the Corporate Officers, the Delivery Authority will provide the Corporate Officers with:
- 24.2.1 a cash-flow and expenditure report for the previous month and year-to-date;
- 24.2.2 forecast expenditure and cash-flow for the current month and each remaining month of the current Financial Year;
- 24.2.3 a report on variances between the forecast and out-turn expenditure for the previous month and year-to-date and the new forecast for the current month and each remaining month and total for the Financial Year, together with explanation of significant variances;
- 24.2.4 written notice as soon as reasonably practicable of any determination of the Anticipated Final Cost (or, during Phase One, an Anticipated Final Cost for Phase One), above any threshold agreed by the Parties;

- 24.2.5 a report on progress in realising savings to reduce the overall cost base of the Delivery Authority; and
- 24.2.6 during Phase One, an Anticipated Final Cost forecast for Phase One each Financial Year (the timing of which shall align with the annual update of the Business Plan) and, after Phase One, an Anticipated Final Cost forecast for the entire programme at least every three months, together with a report and explanation of significant variances between the previous forecast and the new forecast.
- 24.3 Unless required by Law, no financial reporting information may be made public by the Delivery Authority without the prior agreement of the Corporate Officers.

## **25 ANNUAL REPORT (INCLUDING STATUTORY ACCOUNTS)**

- 25.1 In accordance with a format and timetable to be agreed separately with the Corporate Officers, the Delivery Authority will submit a report to the Corporate Officers (an “Annual Report”) relating to the preceding Financial Year which complies with the requirements set out in Clause 24, the requirements of the Companies Act 2006 (so far as applicable to its circumstances), the “Corporate Governance in Central Government Departments: Code of Good Practice”, the accountabilities of the Delivery Authority’s Accounting Officer and such other matters as the Corporate Officers may reasonably require.
- 25.2 The Delivery Authority shall submit any further details or disclosures to the Corporate Officers that are required by the Corporate Officers in the preparation of their accounts.

## **26 FINANCIAL RECORDS**

- 26.1 The Delivery Authority will:
- 26.1.1 at all times maintain complete and accurate records of all data, materials and documents in any media and format within the possession or control of the Delivery Authority from time to time which relate to the Programme or otherwise to the performance of the Delivery Authority’s obligations under this Agreement, including tax payments, administrative overheads, design, construction and engineering information (including drawings), asset registers, property records and other matters relevant to the Delivery Authority’s reporting requirements;
  - 26.1.2 with respect to the maintenance of records referred to in Clause 26.1, comply with best accountancy practice and applicable Laws from time to time;
  - 26.1.3 make available the books of account evidencing the Delivery Authority’s maintenance of such records for inspection by the Corporate Officers and its representatives (including the S-Rep) upon reasonable notice;
  - 26.1.4 provide such facilities as the Corporate Officers reasonably requires for its Representatives (including the S-Rep) to visit any place where the records are held and examine and copy the records maintained under this Clause 26; and
  - 26.1.5 subject to any statutory restrictions, maintain the records referred to under this Clause 26 for the term of this Agreement. The Delivery Authority will not destroy or otherwise dispose of any such records unless and until:
    - a) it has given the Corporate Officers not less than 60 days’ notice of its intention to destroy or dispose of the records in question; and

- b) the Corporate Officers have had a reasonable opportunity to request and be provided with the records and have confirmed to the Delivery Authority in writing that they do not require the records to be delivered to the Corporate Officers or any other party.

26.2 Subject to any statutory restrictions, any records remaining in the possession of the Delivery Authority on the dissolution of the Delivery Authority will be transferred by the Delivery Authority to the Corporate Officers.

## **27 MANAGEMENT OF RISK AND INSURANCE**

27.1 The Parties agree to liaise with one another regarding the management of risks.

27.2 The Delivery Authority will develop in consultation with the Corporate Officers a risk and contingency management strategy, in accordance with the HM Treasury Orange Book: 'Management of Risk: Principles and Concepts' and the Risk and Contingency Management Principles included at Schedule 6 of this Agreement (Risk and Contingency Management Principles).

27.3 The agreed allocation of specific risks between the Corporate Officers and the Delivery Authority (and the provisional allocation of risks more generally) is set out in Schedule 5 (Risks) of the Agreement. Schedule 5 (Risks) and the risk allocations contained within may be revisited by the Parties from time to time, having regard to the developing nature of the Works, and shall form the basis from which any specific risk allocation is determined.

### **Insurance**

27.4 The Parties acknowledge that:

27.4.1 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;

27.4.2 the Houses of Parliament do not insure; and

27.4.3 the Delivery Authority will not hold, or have direct access to, funds to reinstate following catastrophic loss.

27.5 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 a sum (to be agreed between the Parties) will not be insured by the Corporate Officers, Delivery Authority or their contractors (or if insured, that a loss might exceed the sum insured) and if such damage, loss or destruction occurs for any reason (irrespective of fault or cause), the following will apply:

27.5.1 The Parties will agree a course of action (if any) to reinstate, recover, mitigate or replace; and

27.5.2 The Delivery Authority to estimate the significant effect (if any) to the timing, design or funding of the Works.

27.6 The Parties will investigate insurance options for the Programme and the Corporate Officers will work with the Delivery Authority to define the required insurances to be specified in Delivery Contracts accordingly.



## **28 ACCOUNTS AND AUDIT**

### **Internal Audit**

- 28.1 The Delivery Authority will establish, maintain and operate arrangements for internal audit in accordance with Best Current Practice and HM Treasury Public Sector Internal Audit Standards (“PSIAS”).
- 28.2 The Delivery Authority will undertake periodic quality reviews of its internal audit function and operation in accordance with the PSIAS. The Corporate Officers will consider whether it can rely on these reviews to provide assurance on the quality of internal audit but will have a right of access to undertake its own independent reviews.
- 28.3 The Corporate Officers will have a right of access to all reports prepared by the Delivery Authority’s internal auditor including where the service is contracted out. The Delivery Authority will provide agreed documentation to the Corporate Officers in accordance with the timetable agreed with the Corporate Officers for completing year-end reporting.

### **External Audit**

- 28.4 The Delivery Authority will be subject to audit by the Comptroller & Auditor General (“C&AG”) and must send a copy of the statement of accounts to the C&AG as soon as practicable after the end of each financial year. The C&AG:
- 28.4.1 has a statutory right of access to relevant documents, including by virtue of section 25(8) of the Government Resources and Accounts Act 2000, held by another party in receipt of payments or grants from the Delivery Authority;
- 28.4.2 will share with the Corporate Officers information identified during the audit process and the audit report (together with any other outputs) at the end of the audit, in particular on issues impacting on the Corporate Officers’ responsibilities in relation to financial control environment within the Delivery Authority; and
- 28.4.3 will, where asked, provide the Corporate Officers and other relevant bodies with Regulatory Compliance Reports and other similar reports which they may request at the commencement of the audit and which are compatible with the independent auditor’s role.
- 28.5 The C&AG may carry out examinations into the economy, efficiency and effectiveness with which the Delivery Authority has used its resources in discharging its functions. For the purpose of these examinations the C&AG has statutory access to documents as provided for under section 8 of the National Audit Act 1983. In addition, the Delivery Authority will provide, in conditions to grants and contracts, for the C&AG to exercise such access to documents held by grant recipients and contractors and sub-contractors (‘other bodies’) as may be required for these examinations; and will use its best endeavours to secure access for the C&AG to any other documents required by the C&AG which are held by other bodies, in line with the practice normal in Government contracting.

## **29 ETHICAL STANDARDS**

- 29.1 The Corporate Officers and the Delivery Authority will operate at all times with the highest ethical standards and practices in accordance with Best Current Practice, the Parliamentary Behaviour Code and the Agreed Standards.

29.2 The Delivery Authority will promptly inform the Corporate Officers of any breach of ethical standards by its staff or Delivery Contractors that it becomes aware of and will liaise with the Corporate Officers to agree a response.

### **30 FRAUD, THEFT AND BRIBERY**

30.1 The Delivery Authority will adopt and implement policies and practices in accordance with Best Current Practice to safeguard itself against fraud, theft and bribery.

30.2 The Delivery Authority will communicate its policy on fraud and theft to all staff and Delivery Contractors in a formal policy statement.

30.3 The Delivery Authority will record all detected frauds, thefts and bribery incidents and attempts and provide a summary report to the Corporate Officers, as part of the regular reporting cycle, of all such incidents and attempts discovered. The Delivery Authority will notify the Corporate Officers of any major incidents as soon as possible.

30.4 The Corporate Officers may request a full report on any specific instance of fraud, theft or bribery from the Delivery Authority.

30.5 Full reports of frauds, thefts and bribery, with details of losses, should be accompanied by a narrative suitable for publication, contents of which are to be as agreed between the Parties.

### **31 MODERN SLAVERY ETC.**

31.1 The Delivery Authority agrees that it will comply (and will procure that its Delivery Contractors and Delivery Sub-Contractors comply) with all applicable Laws, statutes and regulations in force from time to time including but not limited to the Modern Slavery Act 2015.

### **32 LIVING WAGE**

32.1 The Delivery Authority agrees that it will pay its staff no less than the London Living Wage. 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.

32.2 For the purposes of Clause 32.1, 'London Living Wage' and 'Real Living Wage' mean the UK wage rate of those names published by the Living Wage Commission at the relevant time.

### **33 DIVERSITY AND INCLUSION**

33.1 The Delivery Authority has developed and implemented a diversity strategy (the "Equality, Diversity and Inclusion Strategy").

33.2 In drawing up the Equality, Diversity and Inclusion Strategy, the Delivery Authority had 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 6 FUNDING**

### **34 PROGRAMME FUNDING**

34.1 Funding for the Programme is provided to the Corporate Officers by HM Treasury following approval of annual and supplementary estimates by the House of Commons.

### **35 FUNDING OF THE DELIVERY AUTHORITY**

35.1 Annual funding of the Programme is managed by the Corporate Officers in accordance with the annual and supplementary estimate process set out in the Act and as provided for in this Agreement.

### **36 OTHER FUNDING SOURCES AND UNCONVENTIONAL FINANCING**

36.1 The Delivery Authority will not enter into any funding arrangements outside the normal course of business and outside the constraints agreed with the Corporate Officers (which will be incorporated within the Delivery Authority's Scheme of Authorities) without prior agreement of the Corporate Officers.

### **37 PERMITTED FUNDING PURPOSES**

37.1 The Delivery Authority may only use the funding provided by the Corporate Officers in accordance with the Act for the following purposes (the "Permitted Purposes"):

37.1.1 for carrying out its obligations, discharging its liabilities and exercising its rights under this Agreement and the Delivery Contracts including being responsible for and managing all the Delivery Authority's Programme Risks and for discharging all the Delivery Authority's obligations and liabilities under the Act and this Agreement;

37.1.2 for maintaining the Delivery Authority as a corporate, operational and business entity, including staff and human resource costs, accommodation, information technology infrastructure, Consents, corporate costs, directors' remuneration and other costs to enable the Delivery Authority to meet its obligations under Law and this Agreement;

37.1.3 for purposes reasonably ancillary and/or related to the purposes in Clauses 37.1.1 and 37.1.2, above; and/or

37.1.4 for any other purposes expressly agreed in advance by the Corporate Officers in writing.

## **PART 7 FINANCIAL CONTROLS**

### **38 PHASE ONE ESTIMATES**

- 38.1 The Corporate Officers and Delivery Authority must both follow the provisions at Schedule 4, Part 2 of the Act, which sets out the process to be followed regarding Phase One expenditure (being expenditure in connection with Phase One Works).
- 38.2 The Corporate Officers are required to prepare an annual estimate of their expenditure in relation to the Delivery Authority for each Financial Year during Phase One, which must reflect the Delivery Authority's statement of resources for the year, as approved by the Corporate Officers, and include the Delivery Authority's most recent Phase One cost assessment.
- 38.3 The Delivery Authority must therefore, before the beginning of each Financial Year during Phase One, prepare a statement for the Corporate Officers setting out the resources it requires for the forthcoming year. The Delivery Authority must also forecast the total amount of Phase One expenditure it expects to incur at least once during every six-month period during Phase One.
- 38.4 The Corporate Officers and Delivery Authority will agree realistic and achievable timescales, including key milestones, for production of the statements described in this Clause 38.

### **39 TRANSITION YEAR ESTIMATE**

- 39.1 It is anticipated that Parliamentary approval for the Works will occur during the course of a Financial Year, which will therefore span Phase One and Phase Two (the "Transition Year").
- 39.2 As Parliamentary timings are uncertain, the Corporate Officers and Delivery Authority will prepare estimates for any year that may be the Transition Year in accordance with Schedule 4, Part 3 of the Act.
- 39.3 The Corporate Officers and Delivery Authority will agree realistic and achievable timescales, including key milestones, for production of the statements described in this Clause 39.

### **40 PHASE TWO ESTIMATES**

- 40.1 The Parties will agree the arrangements for Phase Two estimates as soon as practicable after the commencement of a year that they anticipate to be the Transition Year.

### **41 CAPITAL VERSUS RESOURCE EXPENDITURE**

- 41.1 The Delivery Authority will support the Corporate Officers as requested in developing an Expenditure Classification Policy that will apply to the Programme.
- 41.2 Once agreed, the Delivery Authority will comply with the Expenditure Classification Policy.

### **42 EXPENDITURE**

- 42.1 The Delivery Authority may commit expenditure in accordance with the Delivery Authority's Scheme of Authorities, as provided in Clause 23.6 and Clause 36.1.
- 42.2 If total Programme cost is forecast to exceed the total approved Programme budget at any time during the Programme, the Corporate Officers will convene a formal review of

planned expenditure with the Delivery Authority and the Parties will attempt to develop and agree a plan to bring forecast cost back within approved Programme budget, before any further proposals for increase in funding will be considered.

#### **43 USE OF INCOME AND SAVINGS**

43.1 The Delivery Authority may use any income or savings made in the course of delivering the Programme as part of its approved budget in any year.

#### **44 NOVEL OR CONTENTIOUS EXPENDITURE OR TRANSACTIONS**

44.1 The Delivery Authority will advise and discuss with the Corporate Officers at an early stage any proposal, having a financial impact, which is or might be considered novel or contentious and will obtain Corporate Officers approval prior to making any such commitments. This will include any guarantees or indemnities outside the normal course of business.

#### **45 INTERESTS IN BODIES CORPORATE AND JOINT VENTURES**

45.1 The Delivery Authority will advise and discuss with the Corporate Officers at an early stage any proposal to form or acquire interests in bodies corporate, subsidiary companies or joint ventures, irrespective of the amount of money involved and will not enter into any such arrangements without prior Corporate Officers' agreement.

#### **46 MANAGEMENT OF RESOURCES (STAFF, DELIVERY PARTNER AND CONTRACTS)**

46.1 The Delivery Authority will set out at a high level the proposed amount and blend of resources between employed staff provided via any appointed Delivery Partner(s) and through supply contracts to be deployed to deliver the Programme effectively and efficiently through its different stages.

46.2 As part of each annual Business Plan and estimate proposal the Delivery Authority will set out a detailed forecast of resource required to deliver the annual Business Plan, clearly differentiating between employed staff resource, any Delivery Partner resource and key supply contract resource.

46.3 The Corporate Officers will participate in the annual review of forecast resource through the annual Business Plan and estimate setting process.

46.4 The Delivery Authority will establish and implement appropriate processes to ensure that the level of resources is managed closely on an ongoing basis.

#### **47 MANAGEMENT OF INCOME, FEES AND CHARGES MADE**

47.1 It is not anticipated that the Delivery Authority will seek opportunities to generate commercial income, and no such opportunities will be pursued without the prior agreement of the Corporate Officers.

47.2 In setting fees and charges made for providing information under the FOIA, the EIR, Data Protection Legislation and in meeting other similar obligations, the Delivery Authority will follow the relevant regulations and guidance notes issued in respect of such fees and charges.

47.3 Any income so generated may be retained by the Delivery Authority.

## **48 MANAGEMENT OF CASH**

48.1 The Delivery Authority will keep cash balances to the minimum consistent with prudent management of its activities.

## **49 BANKING, BORROWING AND OVERDRAFTS**

49.1 The Delivery Authority's Accounting Officer is responsible for ensuring that the Delivery Authority's banking arrangements are carried out efficiently, economically and effectively.

49.2 The Delivery Authority must use the Government Banking Service and comply with its processes, procedures and controls.

## **50 LENDING AND CONTINGENT LIABILITIES**

50.1 The Delivery Authority will obtain the Corporate Officers' prior agreement to:

50.1.1 lend money;

50.1.2 charge any asset as security;

50.1.3 incur any other contingent liability whether or not in a legally binding form;

and will maintain a record of all contingent liabilities into which it has entered, including a description and the amount of each liability.

## **51 DISCOUNT RATE**

51.1 The discount rate to be used for investment appraisal purposes will be based on HM Treasury Green Book and will be set with the prior agreement of the Corporate Officers.

## **52 LAND PURCHASE AND LEASING**

52.1 The Delivery Authority will obtain prior agreement from the Corporate Officers for any land purchases or land leases.

52.2 Prior to entering into any lease agreement, the Delivery Authority must be able to demonstrate that the lease is no less likely to offer value for money than purchase.

## **53 LOSSES, WRITE-OFFS, SPECIAL PAYMENTS AND MAKING OF GIFTS**

53.1 The Delivery Authority's authority to write off losses and make special payments is shown in the Delivery Authority's Scheme of Authorities, and this authority may be exercised by the Delivery Authority without reference to the Corporate Officers, provided that all reasonable attempts at recovery have first been made.

53.2 The Delivery Authority's authority to write off losses and make special payments may be formally delegated to officers at appropriate levels, within specific limits. Such delegations will be reviewed periodically by the Delivery Authority to ensure they remain appropriate.

53.3 The Delivery Authority will maintain a record of all losses written off and special payments made, detailing the circumstances of the event and stating the action taken to prevent a recurrence. This record will be available to the Corporate Officers upon request and a copy provided annually with the Annual Report to the Corporate Officers.

53.4 Proposals for making charitable gifts will require prior Corporate Officers approval.

## **54 GIFTS AND BEQUESTS RECEIVED**

- 54.1 Subject to obtaining the prior approval of the Corporate Officers, the Delivery Authority may retain any gifts, bequests or similar donations made to it which will be treated as receipts and accounted for appropriately.
- 54.2 The Delivery Authority will carefully consider if there are any costs associated with retaining or disposing of any such gifts or bequests or if any actual or perceived reputational risks, conflicts or ethical issues might arise, and will take appropriate management action.
- 54.3 The Delivery Authority will maintain a record of all gifts, bequests and donations received and their estimated value and whether they have been retained or disposed of.
- 54.4 The Delivery Authority will account for any retained donated assets in accordance with applicable accounting standards.
- 54.5 This Clause 54 does not apply to gifts and hospitality received in accordance with the Delivery Authority's gifts and hospitality policy.

## **55 FINANCIAL ASSISTANCE TO OTHERS**

- 55.1 Subject to prior agreement of the Corporate Officers, the Delivery Authority may provide financial assistance to other bodies to enable them to meet their obligations to the Delivery Authority or assist the Delivery Authority to meet its obligations under this Agreement, providing always that this is in the best interests of the Programme and in so doing the Delivery Authority exercises sound financial management and control.

## **56 DISPOSALS**

- 56.1 The Delivery Authority has authority for the disposal of assets it holds in its name as detailed in its Scheme of Authorities, except in the following circumstances where prior agreement must be obtained from the Corporate Officers:
  - 56.1.1 where the Delivery Authority proposes to dispose of an asset for less than the best consideration reasonably obtainable; and
  - 56.1.2 where a disposal is likely to be novel, contentious or repercussive.

## **57 BRIBERY AND CORRUPTION**

- 57.1 Without prejudice to the generality of Clause 91, the Delivery Authority will be responsible for ensuring that it, its agents and, by means of the flow-down of contractors' obligations provided under Clause 91, each Delivery Contractor and Delivery Sub-Contractor will:
  - 57.1.1 comply with all applicable Laws relating to anti-bribery and anti-corruption (including but not limited to the Bribery Act 2010) applicable to the Programme ("Anti-Bribery Requirements");
  - 57.1.2 not engage in any activity, practice or conduct which would constitute an offence under any Anti-Bribery Requirements; and
  - 57.1.3 have and maintain in place throughout the term of this Agreement its own ethics, anti-bribery, whistle-blowing and other policies and procedures including adequate procedures under the Bribery Act 2010 designed to ensure compliance

with the Anti-Bribery Requirements and will enforce and implement them where appropriate.

57.2 The Delivery Authority will immediately disclose in writing to the Corporate Officers if it becomes aware that:

57.2.1 it has, or any of its associated persons have, directly or indirectly, engaged in any activity, practice or conduct which constitutes or appears reasonably likely to constitute an offence under any Anti-Bribery Requirements:

57.2.2 it or any of its associated persons does not have or does not maintain ethics, anti-bribery, whistle-blowing and other policies and procedures providing at least a reasonable level of assurance of ensuring compliance with the Anti-Bribery Requirements;

57.2.3 there is any civil recovery or other order, conviction, judgment or any ongoing investigation in connection with any Anti-Bribery Requirements outstanding against itself, its directors, officers, agents or employees or any other person performing functions for or on its behalf, and for which either itself or its associated persons could be liable under any Anti-Bribery Requirements;

57.2.4 it or any of its associated persons have been subject to, or have been notified in writing by a Competent Authority that it will be subject to, any significant fine, sanction, debarment or penalty relating to a breach of any Anti-Bribery Requirements;

57.2.5 a foreign public official becomes an officer or employee of the Delivery Authority or any of its associated persons or acquires a direct membership or shareholding or indirect interest in the Delivery Authority or any of its associated persons; or

57.2.6 it is otherwise in breach of any provision of this Clause 57,

and, so far as the information is available to the Delivery Authority or it is permitted by applicable Laws to do so, any such written disclosure will:

57.2.7 make reference to the facts and circumstances applying from time to time;

57.2.8 provide sufficient details as to the facts and circumstances to enable the Corporate Officers to make an accurate assessment of the situation; and

57.2.9 describe such action(s) that the Delivery Authority has taken (or will take) in connection with such facts and circumstances.

57.3 The Delivery Authority will procure that each Delivery Contract obtains from the relevant Delivery Contractor obligations equivalent to those imposed on the Delivery Authority in this Clause 57 and includes a requirement that equivalent obligations are obtained from such Delivery Sub-Contractors in the next tier of contracts, and so on down each tier of contracts ("Anti-Bribery Terms"). The Delivery Authority will be responsible for the compliance by the Delivery Contractors of the Anti-Bribery Terms and will enforce the Anti-Bribery Terms obtained from its Delivery Contractors. The Delivery Contractors will in turn be responsible for the enforcement of the Anti-Bribery Terms obtained from their respective Delivery Sub-Contractors in the next tier of contracts, and so on down successive tiers of contracts.

57.4 For the purposes of this Clause 57:



57.4.1 the meaning of “adequate procedures” will be determined in accordance with section 7 of the Bribery Act 2010 (and any guidance issued under section 9 of that Act);

57.4.2 “associated person” will have the meaning given to that term in section 8 of the Bribery Act 2010 and each reference to “associated person” will be deemed to also refer to each Delivery Contractor and each Delivery Sub-Contractor; and

57.4.3 “foreign public official” will have the meaning given to that term in section 6(5) of the Bribery Act 2010.

## **58 OFFICE SPACE AND WORKSITES**

### **Worksites**

58.1 Where the Delivery Authority is to occupy a worksite or a Decanted Area the Delivery Authority will enter into an agreement with the Corporate Officers or either of them if required, in a form to be agreed as appropriate to document the arrangements, taking into account the relationship of the parties and the provisions of this Agreement and other documents contemplated by it.

### **Office Space**

58.2 The Parties may agree that the Delivery Authority may occupy office space 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. The Parties shall consult each other on any changes in requirements accordingly.

58.3 The Parties shall agree the office space and its location and on each occasion office space is granted, the Parties shall enter into a form of agreement to occupy. The Parties may enter into a lease (or sub-lease) of the relevant premises instead of granting a licence for their occupation, if that is appropriate having regard to the nature of the premises.

## **59 COSTS AND RECHARGE**

59.1 In the interests of regularity, as required in Managing Public Money, there will be a recharge regime for services, goods and/or facilities provided by the Corporate Officers to the Delivery Authority or by the Delivery Authority to either or both of the Corporate Officers (the provider of such services, goods and/or facilities being the “Recharging Party”). This is to be managed under the Service Level Agreement (“SLA”) referred to in Clause 60.1, where the cost is deemed to be material or as otherwise agreed between the Parties.

59.2 The amount to be recharged and the process for payment or accounting will be agreed between the relevant Director of Finance for the House of Commons or House of Lords (as appropriate) and the Chief Financial Officer of the Delivery Authority.

59.3 Any sums and the mechanisms for payment which the Parties agree will be recharged under this Clause 59 will be provided in the relevant schedule to the SLA or otherwise documented and the Parties agree to submit any necessary updates to their respective estimates that arise in consequence of the agreed recharge payment.

**60 PROVISION OF FACILITIES AND SERVICES**

60.1 The Parties have agreed in an SLA, or may in the future agree in a new SLA, those facilities and services which are to be provided to the Delivery Authority by the Corporate Officers (or vice versa) stating:

60.1.1 the standards to which each facility or service will be provided; and

60.1.2 the payments to be made (if any) by the Delivery Authority to the Corporate Officers or vice versa in respect of each of the facilities or services as agreed pursuant to Clause 60.1.

60.2 Each facility or service agreed to be provided pursuant to Clause 60.1 (or which may be amended, omitted or agreed in the future as agreed between the Parties) will be appended in a schedule to the SLA.

## **PART 8 INFORMATION MANAGEMENT AND STANDARDS**

### **61 DATA SHARING AND PROCESSING**

- 61.1 The Data Sharing and Confidentiality Agreement (which is set out at Schedule 2 of this Agreement) sets out the Parties' respective duties and obligations in relation to information and data sharing.
- 61.2 The Corporate Officers and Delivery Authority are each data controllers and are therefore each responsible for their own compliance with Data Protection Legislation.
- 61.3 If the Parties determine that in relation to any processing of Personal Data, a Party is acting as a processor to the other Party, the Parties shall cooperate in good faith to agree a suitable data processing agreement for the relevant processing activities that will meet the requirements of Article 28 of the UK GDPR.

### **62 PARLIAMENTARY PRIVILEGE**

- 62.1 The Parties acknowledge that Parliamentary privilege will apply to certain information generated by the Programme, although it does not apply to the Programme in general.
- 62.2 Although the Delivery Authority is not expected to have extensive knowledge relating to Parliamentary privilege, it agrees to have regard to the possibility that Parliamentary privilege may apply and will consult the Corporate Officers if it seems to the Delivery Authority that any information or activities may be subject to Parliamentary privilege.
- 62.3 The Corporate Officers must provide guidance and assistance as necessary if Parliamentary privilege applies.
- 62.4 The Delivery Authority will comply with any direction from the Corporate Officers in relation to Parliamentary privilege.

### **63 COORDINATION OF COMMUNICATIONS AND PUBLIC ENGAGEMENT**

- 63.1 The Parties shall agree and document the Parties' respective roles and responsibilities in connection with the coordination of communications and public engagement.
- 63.2 The Parties will 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. The Parties will also share with each other media statements and lines to take relating to the Programme before they are issued externally.
- 63.3 Where an incident or matter occurs which has any actual or potential implication for the reputation or interests of a Party or for Parliament, to the extent a Party has knowledge, that Party will notify the other, so that no Party or Parliament is put in a position where it is informed or finds out about the matter from an external source.

#### **Learning and development**

- 63.4 The Delivery Authority must ensure that the staff and those working on behalf of the Delivery Authority who hold Parliamentary passes complete the learning and development activities which are designated by the Corporate Officers as being essential annual learning and development activities required to work on the Parliamentary Estate. The Delivery Authority will co-ordinate with the Corporate Officers on the provision of this learning and development and the recording and reporting of completion. The requirements will be reviewed on a periodic basis.

## **Parliamentary Questions**

- 63.5 With respect to any written or oral Parliamentary questions or debates of relevance to the Programme the Delivery Authority shall provide the Corporate Officers such support as reasonably requested.

## **Engagement with Members, Staff and the Public**

- 63.6 With respect to the Corporate Officers' duty under section 5 of the Act to develop and publish a strategy to consult Members of each House of Parliament and to review and revise such strategy as appropriate, the Delivery Authority shall provide such support as may be reasonably requested by the Corporate Officers.

## **64 IDENTITY, BRANDING AND MARKETING**

- 64.1 The branding for the Programme will be developed and owned by the Corporate Officers. By virtue of the Abolition Regulations, any branding (and the intellectual property rights within it) for the Programme previously developed by the Sponsor Body shall also be owned by the Corporate Officers as if it had developed the branding itself. The Delivery Authority will comply with the guidelines developed by the Corporate Officers for use of the Programme brand. The Delivery Authority will also procure compliance with brand guidelines by its supply chain where relevant.
- 64.2 The Delivery Authority will inform the Corporate Officers regarding any branding and marketing relevant to the Works.
- 64.3 The Delivery Authority acknowledges that its use of the Crowned Portcullis 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.

## **65 CONFIDENTIALITY**

- 65.1 The Parties will comply with the confidentiality obligations set out in the Data Sharing and Confidentiality Agreement (Schedule 2).

## **66 RECORD KEEPING AND OWNERSHIP OF RECORDS**

- 66.1 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 to the Corporate Officers' control at the end of the relevant Possession or, failing that, at the end of the Programme.
- 66.2 Copyright in any record created by the Corporate Officers or by the Delivery Authority or transferred to them during the Programme will be owned by the Corporate Officers. Ownership of the copyright in these records will be transferred to the Corporate Officers at or before the end of the Programme.

## **67 INTELLECTUAL PROPERTY RIGHTS**

- 67.1 In so far as they have the right to do so, the Corporate Officers hereby grants a non-exclusive, perpetual and royalty free licence in favour of the Delivery Authority in respect of existing Intellectual Property Rights which were (or are subsequently) created for the purposes of the Programme.

- 67.2 The Intellectual Property Rights licensed pursuant to Clause 67.1 may be sublicensed by the Delivery Authority, as is necessary, to any relevant Delivery Contractor.
- 67.3 The Delivery Authority will not knowingly infringe any patent, trademark, registered design, copyright or other right in the nature of Intellectual Property Rights of any third party.
- 67.4 Intellectual Property Rights created by or on behalf of the Delivery Authority for the purposes of the Programme will remain the property of the Delivery Authority for the duration of the Programme.
- 67.5 The Delivery Authority will (unless otherwise agreed with the Corporate Officers) procure that Delivery Contractors:
- 67.5.1 assign to the Delivery Authority all Intellectual Property Rights in Programme Specific IPR with full title guarantee; and
  - 67.5.2 licence to the Delivery Authority all Intellectual Property Rights in the relevant Background IPR to enable use by the Delivery Authority.
- 67.6 Where the Delivery Authority obtains a licence in accordance with Clause 67.5.2 it will ensure the terms of such licence allow the Intellectual Property Rights to be sub-licensed to the Corporate Officers perpetually.
- 67.7 The Delivery Authority will assign or sub-licence any Intellectual Property Rights to the Corporate Officers upon request by the Corporate Officers and will consult the Corporate Officers on its requirements for licences to any Intellectual Property Rights not so licensed before its dissolution.

## **68 AGREED STANDARDS**

- 68.1 In order to promote a common way of working and to integrate the Programme into the operation and administration of the Houses of Parliament, it is beneficial to agree certain technical, design and operational standards or ways of working. The Parties agree to comply and implement all Agreed Standards and procure that their staff and contractors do likewise.
- 68.2 The Delivery Authority and the Corporate Officers have established a group ('the Standards Group') to work collaboratively to develop and agree such standards. The Parties shall agree as soon as reasonably practicable a procedure and terms of reference to be adopted by the Standards Group (Standards Procedure).
- 68.3 The Delivery Authority and Corporate Officers have agreed that:
- 68.3.1 any standards which are to Agreed Standards (or any amendments to existing Agreed Standards) shall be agreed by the Parties through the Standards Group in accordance with the Standards Procedure. The Standards Group shall be required to maintain a list of Agreed Standards and ensure that all such Agreed Standards are stored electronically in a single location accessible by both Parties;
  - 68.3.2 the Delivery Authority will adopt and comply with the Agreed Standards and, subject to Clause 68.4, will procure that its Delivery Contractors and Delivery Sub-Contractors do likewise in both the design and delivery of the Works; and

68.3.3 it is agreed that the Works will not be Complete unless they meet the Agreed Standards or unless there is an agreed derogation through the Standards Group.

68.4 For the purposes of Clause 68.3.2, the Parties shall agree as soon as reasonably practicable a matrix to determine the appropriate and proportionate flow down of Agreed Standards to the Delivery Authority's Contractors and Delivery Sub-Contractors, having regard to the applicability of the Agreed Standard to the nature of the relevant works and/or services and/or physical or digital access requirements.

## **69 CYBERSECURITY AND INFORMATION STANDARDS**

69.1 The Delivery Authority is responsible for taking appropriate measures to protect its digital systems 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.

69.2 The Delivery Authority will manage information in line with the standards, supporting policies and procedures included in the Information Governance Strategy (the "Strategy").

69.3 The Information Governance Group (which comprises representatives of both the Corporate Officers and the Delivery Authority) will oversee the effective implementation of the Strategy and provide assurance to the Parliamentary Information Authority that Parliamentary requirements for information governance and information management are being effectively implemented.

## **PART 9 THE WORKS**

### **70 SECURITY**

- 70.1 The Parties agree to follow (and the Delivery Authority will require its Delivery Contractors to follow) the Security and Access Arrangements, as set out in Appendix 5 to this Agreement.
- 70.2 The Parties agree to collaborate in relation to security matters and will each nominate a named representative and point of contact for this purpose.
- 70.3 The security of the sites controlled by the Corporate Officers or Delivery Authority or their contractors as a worksite or Decanted Area will be the responsibility of the Corporate Officers or Delivery Authority, as applicable. Overall responsibility for the security of the Parliamentary Estate remains with the Corporate Officers.

### **71 PERSONNEL ON SITE**

- 71.1 The Delivery Authority agrees 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.

### **72 CONSENTS MASTER PLANNING**

- 72.1 The Delivery Authority acknowledges that the Corporate Officers are responsible for deciding the principles for the Consents Master Plan.
- 72.2 The Corporate Officers and the Delivery Authority will work together in developing and implementing the process to develop the Consents Master Plan.

### **73 PLANNING, HERITAGE, HIGHWAYS AND OTHER CONSENTS**

- 73.1 Subject to Clause 73.6 below, Consents in respect of the Works are to be obtained, coordinated, discharged and complied with by the Delivery Authority.
- 73.2 Certificates, agreements and authorisations in respect of the Works will be provided to the Corporate Officers on the earlier of the hand back of the relevant Decanted Area or Completion of the Programme.
- 73.3 With the oversight of the Corporate Officers, the Delivery Authority will be responsible for preparing and submitting any planning applications and listed building consent applications required for the Works, and for:
- 73.3.1 attending and participating in any planning committee meetings or public inquiries including those relating to the applications made for the Works; and
  - 73.3.2 ensuring that the Community Infrastructure Levy is discharged and any compensation paid.
- 73.4 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 Works or otherwise by the most appropriate Party having regard to the condition or provision of the agreement.
- 73.5 It is understood by the Parties that the Works must be designed and undertaken to comply with all relevant local, national and international heritage protection requirements, including but not limited to provisions relating to heritage assets and archaeology in the London Plan and the Westminster City Plan and the UK

Government's planning policies for the historic environment and heritage assets in the National Planning Policy Framework (NPPF(1)).

### **Corporate Officers' Agreement**

- 73.6 The Delivery Authority acknowledges that the Corporate Officers' agreement is required where any Consent:
- 73.6.1 would create obligations or constraints which are likely to survive Completion; and/or
  - 73.6.2 could impact Parliamentary business; and/or
  - 73.6.3 extends to activities or geography beyond the Programme; and/or
  - 73.6.4 requires the participation of the Corporate Officers (including without limitation, in any related agreement) at the insistence of the public authority granting or entering into the Consent.
- 73.7 Where any of the factors in Clause 73.6 apply, the Corporate Officers (or either of them as is relevant):
- 73.7.1 will be consulted in respect of and will be entitled to agree the application and its attendant documents;
  - 73.7.2 will be notified of and may attend any meetings or committees in respect of the Consent;
  - 73.7.3 will appoint the Delivery Authority as agent for any existing Consent that cannot be assigned;
  - 73.7.4 will be notified of and invited to join the Delivery Authority as an interested party in any judicial review or appeal; and
  - 73.7.5 may be a signatory to the relevant agreements (if applicable and lawful).

## **74 ENVIRONMENTAL IMPACT**

- 74.1 The Parties acknowledge the importance of environmental protection and sustainability and being a good neighbour and will have regard to the environment in their dealings with each other, with stakeholders and in decisions relating to the Programme.
- 74.2 Subject to any obligation imposed on any Party by Law, during a Possession the Delivery Authority will be responsible for the works required for the remediation of any contamination on or from the site where required by the Corporate Officers to do this.

## **75 ARCHAEOLOGY**

- 75.1 In planning the Works, the Parties will take account of the historic significance of the Westminster site. The Delivery Authority will, and will procure that its Delivery Contractors will, plan for reasonable time and reasonable access (subject to security access provisions attached to this Agreement at Appendix 5) for archaeological investigations prior to commencing any Works which may disturb the archaeological record or the above ground part of a listed building. In the event that these investigations or the Works themselves lead to significant above or below-ground archaeological discoveries, the Parties will agree to delay the planned Works for a period commensurate with the importance of those discoveries, taking account of the cost of the delay and in any event will comply with any planning conditions and/or mitigating



measures imposed by the local planning authority or Historic England relating to archaeology and listed building conditions.

- 75.2 Prior to commencing Works, the Delivery Authority will procure that a desktop assessment is undertaken to determine whether significant buried or standing archaeological potential might be present to determine if investigation and/or recording is required.

## **76 PHYSICAL ASSETS**

- 76.1 “Physical Assets” are divided into three categories of physical assets identified by the Corporate Officers and set out in a form to be agreed between the Parties (Inventory of Heritage Items, Collections of the Libraries and Goods) in accordance with the provisions of this Clause 76:

76.1.1 “Heritage Items” are any physical assets which are affected by the Programme and have historic, artistic or heritage significance or long-term practical use. Ownership of Heritage Items will never transfer to the Delivery Authority and the Corporate Officers will always remain accountable for their preservation and safe keeping.

76.1.2 “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 will never transfer to the Delivery Authority 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.

76.1.3 “Goods” are physical assets, which are to be transferred to the Delivery Authority, excluding Heritage Items and Collections of the Libraries, buildings or parts of buildings, and fixtures and fittings of such buildings or parts of buildings. Goods are transferred in ownership and accountability to the Delivery Authority and will not be returned or replaced to the Houses of Parliament unless affixed to a building as part of the Works.

### *Physical Assets List*

- 76.2 The Inventory of Heritage Items, Collections of the Libraries and Goods shall be an inventory of Physical Assets which will be populated and maintained by the Corporate Officers.
- 76.3 From time to time and after consultation with the Delivery Authority where appropriate, either of the Corporate Officers will notify the Delivery Authority of any physical assets they consider to be Heritage Items or Collections of the Libraries 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 Collections of the Libraries, the Corporate Officer will add it to the Inventory of Heritage Items, Collections of the Libraries and Goods.

- 76.4 The Corporate Officers may also add Goods to the Inventory of Heritage Items, Collections of the Libraries 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 Collections of the Libraries.
- 76.5 On the Decanted Area Date, any items situated in the area of that Possession which are not listed as a Heritage Item in the Inventory of Heritage Items, Collections of the Libraries and Goods, or are not clearly identified as Collections of the Libraries, are Goods.
- 76.6 The Collections of the Libraries 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.

## **77 GOODS**

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

## **78 HERITAGE ITEMS AND COLLECTIONS OF THE LIBRARIES**

- 78.1 Legal ownership of Heritage Items and Collections of the Libraries will always remain with the Corporate Officers (or either of them), who remain accountable for their safekeeping. Further detail about the respective responsibilities of the Parties regarding Heritage Items and the Collections of the Libraries will be set out in Schedule 7.
- 78.2 The Corporate Officers (or either of them in connection with their respective collections) may decide (and will note the decision in the Inventory of Heritage Items, Collections of the Libraries and Goods):
- 78.2.1 to retain possession of any Heritage Item or any or all of the Collections of the Libraries;
  - 78.2.2 to place any Heritage Item or any or all of the Collections of the Libraries in storage or send it for conservation works; or
  - 78.2.3 to bail the Heritage Item to the care of the Delivery Authority, in which case they may enter into any area of Possession at reasonable notice for the purpose of inspecting or caring for the Heritage Item.
- 78.3 Where the Corporate Officers (or either of them) decide to bail the Heritage Item to the Delivery Authority, the Delivery Authority will be responsible for the care and safekeeping of the Heritage Item in accordance with the instructions of the Corporate Officers.

- 78.4 The Parties will follow the arrangements for the removal and care of Heritage Items and, if required, any or all of Collections of the Libraries, which will be agreed by the Parties and attached to this Agreement at Appendix 6.
- 78.5 If an incident occurs that places Heritage Items or Collections of the Libraries in immediate peril, the Parties (or either of them) will take whatever action they consider necessary to protect the Heritage Item or Collections of the Libraries.
- 78.6 The Corporate Officers will provide the Delivery Authority with a protocol for the salvage and rescue of Heritage Items or Collections of the Libraries 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, which the Delivery Authority agrees to follow.
- 78.7 The Delivery Authority will comply with the Corporate Officers' reasonable directions and instructions in relation to Heritage Items or Collections of the Libraries.

## **79 HANDOVER OF WORK IN PROGRESS**

- 79.1 "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 Delivery Authority by way of a novation.
- 79.2 Prior to any Work in Progress being handed over to the Delivery Authority by the Corporate Officers on the dates agreed, the Corporate Officers will provide a report detailing, as a minimum:
- 79.2.1 a history and details of the work in progress and current stage of progress and completion;
  - 79.2.2 listing of any deliverables produced (such as drawings or reports);
  - 79.2.3 the latest accepted programme and account;
  - 79.2.4 any issues that have arisen to date;
  - 79.2.5 the details of the contracts pursuant to which the Work in Progress is being carried out (including all specifications, contract data and pricing documents);
  - 79.2.6 the health and safety file; and
  - 79.2.7 insurance documents and notices issued, assessment records and all other project management and other Employer information; and
  - 79.2.8 details of any other documents or notices created during the work in progress and enclosed.
- 79.3 The Delivery Authority will be afforded a chance by the Corporate Officers to review the report provided prior to the handover taking effect.
- 79.4 Once the Work in Progress is handed over to the Delivery Authority from the Corporate Officers by way of novation:
- 79.4.1 the Work in Progress will be Works and carried out by the Delivery Authority and overseen by the Corporate Officers; and
  - 79.4.2 the Delivery Authority will not have any recourse to the Corporate Officers, unless otherwise agreed, for the progress, cost, defect, completion or quality of the Work in Progress; and

79.4.3 the Delivery Authority will be responsible for resolving disputes, pursuing claims and giving instructions from the Handover Date.

## **80 POSSESSIONS AND HANDOVER**

80.1 The Parties will comply with the Possession and handover process set out in Schedule 4 (Possessions and Handover).

## **81 COMPLETION AND RETURN**

81.1 Following acceptance of the Works from its Delivery Contractors, the Delivery Authority will notify the Corporate Officers when it considers the Works on any Possession to be Complete and ready for hand back.

81.2 Within thirty (30) days the relevant Corporate Officer(s) will notify the Delivery Authority that the Corporate Officer(s):

81.2.1 agree that Completion has occurred and that they are ready and willing to take back possession; or

81.2.2 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 Delivery Authority 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 Corporate Officers.

81.3 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 Delivery Authority in accordance with Clause 81.1.

81.4 Following the Corporate Officers' agreement pursuant to Clause 81.2 above, the Delivery Authority and the Corporate Officers will sign the Return Certificate in a form to be agreed and the Delivery Authority will vacate the Possession.

## **82 HEALTH AND SAFETY**

82.1 The Party who controls the specific premises, or has Possession of a Decanted Area, will be accountable for the health and safety risks on that Possession.

82.2 The Parties agree to cooperate and liaise with one another to provide a safe working environment for all those on the Parliamentary Estate by:

82.2.1 putting in place arrangements which comply with the duties imposed by the Health and Safety at Work etc Act 1974;

82.2.2 providing one another with sufficient information, including notification of any significant new health and safety hazards, to enable the effective management of risks; and

82.2.3 notifying one another promptly of any health and safety incident on a Programme worksite which is reportable to the Health and Safety Executive.

82.3 The Corporate Officers will promptly inform the Delivery Authority of any notification it receives of a safety incident elsewhere on the Parliamentary Estate.

82.4 The Delivery Authority will:

- 82.4.1 comply with the health and safety duties in Clauses 82.1 and 82.2 on behalf of the Programme under this Agreement;
- 82.4.2 observe, perform and discharge its obligations, requirements and duties arising under the CDM, including in its responsibilities as client (within the meaning of CDM);
- 82.4.3 procure that its Delivery Contractors adopt exemplary health, safety and wellbeing standards;
- 82.4.4 not limit the Delivery Authority's liability for breaches of health and safety Law or contractual provisions relating to health and safety; and
- 82.4.5 provide the Corporate Officers with information about its assurance regarding its performance of these duties.

**83 PROGRAMME LOGISTICS INCLUDING COORDINATION**

83.1 All deliveries to Parliamentary premises must either:

- 83.1.1 be screened at the Offsite Consolidation Centre or by an alternative provider approved by the Parliamentary Security Department; or
- 83.1.2 come from a supplier accredited by the Parliamentary Security Department under the Known Supplier system.

83.2 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 the other Party.

83.3 The Parties will agree a protocol and cooperate 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.

**84 MITIGATION AND MANAGEMENT OF FIRE RISK**

84.1 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).

84.2 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.

84.3 The Corporate Officers 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.

84.4 The Parties agree to co-operate and liaise with one another to manage the risk of fire on the Parliamentary Estate by:

- 84.4.1 putting in place arrangements which comply with the duties in the Regulatory Reform (Fire Safety) Order 2005;
- 84.4.2 providing one another with sufficient information, including notification of any significant new fire hazards, to enable the effective management of risks; and
- 84.4.3 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.

84.5 The Delivery Authority will on any Possession granted to it:

- 84.5.1 comply with the fire safety duties under this Clause 84;
- 84.5.2 adopt, and ensure its contractors adopt, exemplary fire risk, mitigation and safety standards;
- 84.5.3 be liable for and not limit its Delivery Contractors' and Delivery Sub-Contractors' liability for breaches of fire safety legislation or contractual provisions relating to fire; and
- 84.5.4 provide the Corporate Officers with information about its assurance activities regarding performance of these duties.

## **85 COMPLIANCE WITH ACCESS REQUIREMENTS**

- 85.1 Except as otherwise agreed with the Corporate Officers, during Possession of a Decanted Area, the Delivery Authority will (and will procure that its Delivery Contractors and Delivery Sub-Contractors will) comply with the reasonable access arrangements and requirements of the Corporate Officers from time to time.
- 85.2 The Corporate Officers will provide the Delivery Authority with extant requirements as they are amended or updated from time to time.

## **86 EMERGENCY PLANNING**

- 86.1 The Parties will develop 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 Parliamentary Estate. The Corporate Officers and the Delivery Authority shall consult the Parliamentary Business Resilience Group before agreeing its emergency plan for the Programme.
- 86.2 The Parties will agree protocols for cooperation on the operational management of incidents which span areas controlled by more than one of them.
- 86.3 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.
- 86.4 Each Party will notify the other Party 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. The Parties will agree contact points to enable such notifications to happen at all times.

## **87 ACQUISITION OF PROPERTY**

- 87.1 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 licenced to the Programme as required.
- 87.2 Where property is acquired by the Corporate Officers in relation to the Programme the Corporate Officers may choose to delegate the management of the acquisition process to the Delivery Authority.

## **PART 10 PROGRAMME MANAGEMENT**

### **88 SCOPE AND PURPOSES OF PROGRAMME MANAGEMENT INFORMATION**

88.1 For the purposes of this Agreement, “Programme Management Information” means all operating, financial, performance and other information, projections, models and/or data created and/or used by the Delivery Authority in the management, development and/or delivery of the Programme and the Programme Benefits and otherwise in respect of its performance of its obligations under this Agreement (including all such information or data in respect of the Delivery Contracts) and any other information in documentary form held in the Information Management System.

88.2 Throughout the term of this Agreement, the Delivery Authority will create and maintain Programme Management Information to enable the Delivery Authority to:

88.2.1 manage, develop and deliver the Programme in a manner that is consistent with Best Current Practice; and

88.2.2 demonstrate it is managing, developing and delivering the Programme in accordance with this Agreement.

88.3 Throughout the term of this Agreement, the Delivery Authority will use and share such Programme Management Information to report to the Corporate Officers to enable the Corporate Officers to:

88.3.1 review and measure the progress of the Programme, in particular in terms of progress against the Task Brief(s), Corporate Officers’ Phase Two Requirements and the agreed Delivery Schedule, Cost Model and the Benefits Statement for each Phase;

88.3.2 identify risks and issues which are affecting or may potentially affect the delivery of the Programme in accordance with applicable Task Briefs, the Corporate Officers’ Phase Two Requirements (where agreed) and the agreed Delivery Schedule, Cost Model and the Benefits Statement for each Phase;

88.3.3 make informed decisions relating to the Programme; and

88.3.4 hold the Delivery Authority to account for managing, developing and delivering the Programme in accordance with its obligations under this Agreement.

#### **Programme Management Information and reporting principles**

88.4 Without prejudice to the Delivery Authority’s other obligations under this Agreement, in relation to the production and retention of Programme Management Information, the Delivery Authority will:

88.4.1 produce and submit reports in accordance with this Agreement;

88.4.2 at all times, grant the S-Rep access to the Programme Management Information;

88.4.3 comply with Best Current Practice in terms of openness and transparency in a manner that allows decisions to be open to scrutiny and justification;

88.4.4 use consistent presentation and format in preparing Delivery Reports based on Programme Management Information;

88.4.5 have regard to avoiding duplication and unnecessary administration and bureaucracy in its reporting; and



88.4.6 comply with the Programme Reporting Requirements agreed in accordance with this Clause 88.

### **Programme Information Management System**

88.5 The Delivery Authority will develop, establish and maintain appropriate and satisfactory Information Management Systems in respect of the Programme (once established, the “Programme Information Management System”).

88.6 The Delivery Authority will store all tangible Programme Management Information on the Programme Information Management System.

### **Monthly Programme Delivery Report**

88.7 In accordance with timescales to be agreed with the Corporate Officers, the Delivery Authority will submit to the Corporate Officers a report (a “Monthly Programme Delivery Report”) relating to the delivery of the Programme during the preceding month and forecast work to be undertaken in the following month.

88.8 The Monthly Programme Delivery Report will report on the delivery of the Programme during the preceding month and comply with the principles set out in this Clause 88. The Monthly Programme Delivery Report will include a progress report on realising savings to reduce the cost base of the Delivery Authority in accordance with Clause 24.2.

88.9 The Parties agree that the primary purposes of the Monthly Programme Delivery Report are for the Delivery Authority to report on delivery of the Programme, any issues which may have arisen since the preceding report and to look forward at any emerging risks or issues or key decisions anticipated to be required during the forthcoming months.

### **Quarterly Report**

88.10 Subject to the Parties’ duties of confidentiality, the Corporate Officers shall prepare for publication a report every three months (the “Quarterly Reports”) which shall include:

88.10.1 an update on the recent and planned activity of the Corporate Officers and Delivery Authority in connection with the Programme, including consultation and engagement with both Houses of Parliament;

88.10.2 the latest schedule for the Parliamentary Building Works; and

88.10.3 an overview of the Programme’s costs, risks and assurance activities.

Following the consideration of each Quarterly Report by the House Commissions, the Corporate Officers shall publish the Report, with any redactions in line with the Parliamentary Protective Marking Scheme, as part of the Programme’s publication scheme and in the interests of transparency.

88.11 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 a means of formal notification, assurance consultation or approval.

88.12 In accordance with timescales to be agreed with the Corporate Officers, the Delivery Authority will support the Corporate Officers, as requested, to enable the Corporate Officers to complete each Quarterly Report.

### **Corporate Officers’ Section 2A Report**

88.13 In accordance with timescales agreed by the Parties, the Delivery Authority will support the Corporate Officers, as requested, to enable the Corporate Officers to comply with their duties under Section 2A of the Act to prepare and lay once in each calendar year a report before Parliament about the carrying out of the Parliamentary Building Works and the progress towards completion of those Works (“Section 2A Report”).

## **89 SCHEDULE FOR THE PROGRAMME**

89.1 The Delivery Authority will, in collaboration with the Corporate Officers, develop a single schedule for the Programme which will be used by the Parties as the basis for detailed planning (to be known as the “Programme Schedule”).

89.2 The Programme Schedule will represent the best current view of Programme timings and will include all key activities, milestones and known dependencies for the Programme. It will state the key assumptions that underpin the Programme Schedule (including assumed Programme scope) and show the critical path, all major milestones and planned dates for key decisions.

89.3 The Programme Schedule will be reviewed quarterly. The Programme Schedule will be re-baselined as necessary to reflect any significant changes to the critical path, key milestones or decision dates.

## **90 PROCUREMENT AND SUPPLY CHAIN MANAGEMENT**

90.1 The Delivery Authority has developed and implemented (and shall continue to update and maintain) a Procurement Policy and a Supply Chain Management Strategy that (to the extent applicable) reflects those matters set out in section 2(5) of the Act to which the Corporate Officers (and accordingly the Delivery Authority) must have regard (where applicable) and that reflects latest good practice for programmes of a similar scale and complexity and will be compliant with applicable legislation and any relevant policies or guidance issued by Government.

90.2 Any updates or amendments to the Procurement Policy and Supply Chain Management Strategy will be subject to approval of the Corporate Officers.

90.3 The Delivery Authority will adopt fair payment practices and follow Government guidance on fair payment, late payment and, where practicable, the adoption of project bank accounts.

90.4 In keeping with Managing Public Money, the Parties shall continually consider whether any service or supply procured by either Party could benefit the other Party and whether any other Party should be included in a procurement notice.

## **91 STAFF AND SUPPLY CHAIN COMPLIANCE**

91.1 The Delivery Authority shall procure that its Delivery Contractors and Delivery Sub-Contractors and consultants (of any tier), appointees and staff comply with such obligations as this Agreement as requires to be flowed down to such parties (as applicable to the works being undertaken), such Agreed Standards as required in accordance with clause 68.4, and to keep a record or provide information or equivalent as required to be provided under this Agreement.

## **PART 11 CHANGE**

### **92 CHANGE TO TASK BRIEFS**

92.1 The process for managing any change to Task Briefs shall be in accordance with the task brief management and change procedure agreed pursuant to Clause 18.1.

### **93 CORPORATE OFFICERS AND DELIVERY AUTHORITY CHANGE**

93.1 Subject to clause 23.11 the provisions of Appendix 1 will apply in respect of matters set out in the Operational Authorities Document (Appendix 3).

93.2 The Parties will develop and agree a detailed change control process to manage all changes within agreed Delivery Authority scope prior to the commencement of Phase Two.

### **94 CHANGE IN LAW AND FORCE MAJEURE**

94.1 If a Change in Law or a Force Majeure Event occurs which a Party considers may significantly affect the design or timing of the Works, that Party will notify the other and the Parties will decide whether the Change in Law or Force Majeure Event impacts the delivery of the Works.

94.2 If a Change in Law or Force Majeure Event occurs which the Corporate Officers considers will affect the Strategic Objectives, and/or Corporate Officers' Phase Two Requirements, the Corporate Officers will propose the relevant change to the Strategic Objectives, and/or Corporate Officers' Phase Two Requirements through the Variation Procedure.

## **PART 12 REVIEW, INTERVENTION, DISPUTES AND REMEDIES**

### **95 REVIEW AND ASSURANCE BY THE CORPORATE OFFICERS AND OTHERS**

- 95.1 The Corporate Officers have the right at any time to call for review and/or discussion with the Delivery Authority of any documents or information relating to the Programme or to the Delivery Authority's activities in discharging its obligations under this Agreement.
- 95.2 The provisions of Clause 95.1 are in addition to formal review by the Corporate Officers and others that may take place at any of the Governance meetings described at Part 5 of this Agreement.
- 95.3 The Corporate Officers may commission reviews at key points by external parties, in line with best practice. The Delivery Authority will support the Corporate Officers throughout any such reviews and will cooperate fully with the reviewer where the focus of any review is on the activities of the Delivery Authority.
- 95.4 Review of the Delivery Authority's activities will, as far as practically possible, be co-ordinated and collaboratively managed to avoid unnecessary duplication which might otherwise hinder the Delivery Authority's ability to focus on delivery of the Programme. For this purpose, the Corporate Officers and the Delivery Authority have agreed to develop an integrated assurance plan to enable a comprehensive position of all internal and external assurance activity to be reported to the Programme Board and Corporate Officers' respective Audit Committees.
- 95.5 The Parties will work collaboratively to agree the detailed assurance arrangements and processes that will operate between the Corporate Officers and the Delivery Authority and it is agreed that the reporting format for the various lines of assurance will highlight areas of risk and management action required to address issues arising. Where possible, the reporting will be standardised across the various lines of assurance for consistency and will focus on risk/compliance trends and ensure Timely management response to actions.
- 95.6 A Party shall not commit to actions (as identified pursuant to Clause 95.5) to be delivered by the other Party without the prior agreement of that Party.

### **96 CORPORATE OFFICERS INTERVENTION**

- 96.1 Section 4(1)(c) of the Act requires that this Agreement contains provision about how, and in what circumstances, the Corporate Officers may intervene in relation to the performance by the Delivery Authority of its duties to formulate proposals and to carry out the Works in line with the requirements of the Corporate Officers where the Corporate Officers consider that the Delivery Authority is not performing those duties effectively and efficiently.
- 96.2 The Parties agree to notify each other by way of a notice (an "Adverse Event Notice") as soon as they become aware of any matter that they consider may materially and adversely affect the delivery, cost or quality of the Programme or may hinder the ability of the Corporate Officers or of the Delivery Authority to meet their obligations under this Agreement or the Act and the Parties will strive to resolve the matter at a working level.
- 96.3 If any such matter cannot be resolved at a working level it will be brought to the attention of the Representatives of both Parties who will try to facilitate a solution.

- 96.4 If the matter cannot be resolved by the Representatives, the Corporate Officers may give formal notice to the Delivery Authority to produce a Remedial Action Plan and the Parties will work collaboratively to agree a Remedial Action Plan which will be for review and endorsement by the R&R Steering Group, in accordance with a timescale agreed by the R&R Steering Group.
- 96.5 If the Remedial Action Plan is not endorsed by the R&R Steering Group within the timescale agreed by the R&R Steering Group and if it appears to the Corporate Officers that there is still a Significant Risk that the Delivery Authority will not:
- 96.5.1 deliver the Task Brief(s) and/or Corporate Officers' Phase Two Requirements (as appropriate), or any part thereof, within the latest agreed schedule and budget, and/or
  - 96.5.2 comply with any of its obligations under this Agreement which materially and adversely affects the management, development and/or delivery of the Programme;
- then the Corporate Officers may give notice to the Delivery Authority that a Performance Default has occurred.
- 96.6 Where a Performance Default notice has been given, the Corporate Officers will consider the impact of the Performance Default and, without prejudice to any other express rights or remedies of the Corporate Officers pursuant to this Agreement, the Programme Data or otherwise, and taking into account the nature and seriousness of the Performance Default, may choose to exercise either or both of the following options:
- 96.6.1 to require the Delivery Authority to promptly develop and (following the Corporate Officers' approval) comply with a revised Remedial Action Plan which sets out, in reasonable detail, proposals to address and remedy the Delivery Authority's failure to rectify the Performance Default; and/or
  - 96.6.2 to work with the Delivery Authority to agree an amendment to the Task Brief(s) and/or Corporate Officers' Phase Two Requirements (as appropriate), and/or any other document referred to in this Agreement which will have the effect of eliminating the Performance Default.
- 96.7 In the event of persistent Performance Default and/or failure to implement an agreed Remedial Action Plan the Corporate Officers may, at its discretion, discuss with the Delivery Authority Chair the suitability of the responsible Director to rectify the Performance Default.
- 96.8 In the event of a systematic failure of the Delivery Authority to comply with its obligations under this Agreement and/or to deliver the Programme within the latest agreed schedule and budget, the Corporate Officers may, at its discretion, propose to remove the Delivery Authority Chair from office in accordance with Schedule 2, paragraph 3, of the Act.

## **97 REFERRAL OF DISPUTES**

- 97.1 All Disputes between the Corporate Officers and the Delivery Authority regarding matters in this Agreement will be resolved in accordance with the escalation procedure set out in this Clause 97.

97.2 The Parties will use their respective best efforts to identify any matter which may become a Dispute as early as practicable and to incorporate appropriate dispute avoidance systems as part of their relationship at a working level.

97.3 Notwithstanding Clause 97.1, either Party may refer any Dispute to the escalation procedure by written notice setting out the nature of the Dispute to the other Party. The date of receipt of such written notice by the non-referring Party will be the "Referral Date" for the purposes of this Clause 97.

**Level One: Representatives**

97.4 As soon as practicable, the Representatives of the Corporate Officers and the Representatives of the Delivery Authority will seek to resolve such Dispute.

**Level Two: The Corporate Officers and the Chief Executive Officer and/or the Chair of the Delivery Authority, with the head of the R&R joint department.**

97.5 If the Representatives do not resolve the Dispute in a Timely manner, the Dispute will be referred for discussion and resolution between the Corporate Officers and the Chief Executive Officer and/or the Chair of the Delivery Authority, with the head of the R&R joint department.

**Level Three: The House Commissions**

97.6 If the Corporate Officers and the Chief Executive Officer and/or the Chair of the Delivery Authority, with the head of the R&R joint department do not resolve the Dispute within a Timely manner, the Dispute may be referred to the House Commissions in accordance with section 4(4) of the Act.

**Status of Dispute pending resolution**

97.7 Unless the Parties agree otherwise, pending the resolution of any Dispute in accordance with this Dispute Resolution Procedure, the Parties will continue to comply with their respective obligations under this Agreement.

**Status of settled Disputes**

97.8 Where a Dispute is settled at any of the above levels the settlement decision is binding on both Parties and this Agreement is to be treated as reflecting that decision.

**98 NO REMEDIES**

98.1 Without prejudicing or limiting the Corporate Officers' rights of review and Intervention in accordance with Clauses 96 and 97, the Parties agree that except as provided in Clause 99 below, the Parties:

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

98.1.2 will not institute proceedings against each other in any court or tribunal except as provided below.

**99 COMPENSATION FOR LOSSES CAUSED BY THIRD PARTIES**

99.1 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 99.2.

- 99.2 The Delivery Authority will use reasonable endeavours to include a requirement in each significant Delivery Contract that the contractor or consultant, as applicable, 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 Delivery Contract in substantially the same form as the collateral warranty in Appendix 4.

## **PART 13 GENERAL CONDITIONS**

### **100 ENTIRE AGREEMENT**

100.1 Subject only to the provisions in the Articles of Association, this Agreement sets forth the entire contract and agreement between the Parties pertaining to the Programme and supersedes all enquiries, letters, proposals, agreements, negotiations and commitments, whether written or oral, before the date of execution of this Agreement, pertaining to the Programme or this Agreement.

### **101 PROCEEDINGS**

101.1 Where a Competent Authority takes enforcement action against a Party (or an individual employee of a Party) for breach of Law, the other Party will provide such assistance and support as is appropriate and reasonable.

### **102 GOVERNING LAW**

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

### **103 WAIVER**

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

### **104 NOTICES**

104.1 Any notice or other communication (other than information provided under Clause 13.3 which may be provided in writing or orally) which is to be given by any Party to another will 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 will 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.

### **105 NO PARTNERSHIP OR AGENCY**

105.1 Nothing in this Agreement or any Delivery Contract (or any of the arrangements contemplated by any of them) is or will be deemed to constitute a partnership or any other similar type of association between the Parties and nothing in this Agreement or any Delivery Contract (or any of the arrangements contemplated by any of them) will make any Party the agent of the other Party for any purpose save as expressly contemplated in this Agreement.

105.2 Unless the Parties agree otherwise in writing, no Party will:

105.2.1 enter into any contracts or commitments as agent for another Party; or

105.2.2 describe itself as such an agent or in any way hold itself out as being such an agent, save as expressly contemplated in this Agreement.

### **106 NO ASSIGNMENT**

106.1 No Party will, nor will it purport to, assign, transfer, charge or otherwise deal with all or any of its rights and/or obligations under this Agreement nor grant, declare, create or dispose of any right or interest in it, without the prior agreement of the other Party.



## **107 FURTHER ASSURANCE**

107.1 Both Parties agree to perform (or use all reasonable endeavours to procure the performance of) all further acts and things, and execute and deliver (or use all reasonable endeavours to procure the execution and delivery of) such further documents, as may be required by applicable Law or as may be necessary or reasonably desirable to implement and/or give full effect to this Agreement and the transaction contemplated by it.

## **108 NO THIRD PARTY RIGHTS**

108.1 There is no intention that any provision of this Variation 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 Variation Agreement to be a contract, the provisions of the Contracts (Right of Third Parties) Act 1999 do not apply to it.

## **109 COUNTERPARTS**

109.1 This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, each of which is an original but all of which together constitute one and the same instrument.

This Agreement has been signed by duly authorised representatives of each of the Parties.

**[Note: Deemed signed as per the Variation Agreement]**

## **Schedule 1 SCOPE OF THE WORKS**

[DN: Scope of the Works are to be developed during Phase 1 in accordance with clause 19 of this Agreement].

## Schedule 2 DATA SHARING AND CONFIDENTIALITY AGREEMENT

### PART 1 - GENERAL

#### 1 DEFINITIONS

1.1 For the purposes of this Schedule 2 (Data Sharing and Confidentiality Agreement), the defined terms in the Agreement shall apply along with the following definitions:

<b>Built Asset Data</b>	as described in DSA Annex 3;
<b>Controller</b>	shall take the meaning given in the UK GDPR;
<b>Data Subject</b>	shall take the meaning given in the UK GDPR;
<b>Data Subject Request</b>	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation;
<b>DSA</b>	means this Schedule 2 (Data Sharing and Confidentiality Agreement);
<b>DSA Annex</b>	means an annex to this DSA;
<b>FOI Request</b>	Request for Information within the meaning given in Section 1 of the Freedom of Information Act (FOIA or any request for Information under the Environmental Information Regulations (EIR);
<b>Information</b>	as defined in the FOIA;
<b>Non-Personal Data</b>	means data and information that is not Personal Data;
<b>Parliamentary Data</b>	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. 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;
<b>Permitted Recipients</b>	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;
<b>Personal Data Breach</b>	shall take the meaning given in the UK GDPR;
<b>Processor</b>	shall take the meaning given in the UK GDPR;
<b>Security Incident</b>	the occurrence of: <ul style="list-style-type: none"><li>(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</li></ul>

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 of this DSA;

**Shared Personal Data**

means the Personal Data, shared in accordance with this DSA and detailed in section 2 (Personal Data to be shared) of DSA Annex 2, DSA Annex 4 and DSA Annex 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 DSA Annex 2, DSA Annex 4 and DSA Annex 5;

**2 REVIEW**

- 2.1 This DSA shall be reviewed in accordance with Clause 5 of the Programme Delivery Agreement.
- 2.2 Following any review of this DSA in accordance with Clause 5 of the Programme Delivery Agreement, the Parties, acting reasonably and in good faith, shall agree any amendments required to ensure:
  - 2.2.1 compliance with Law;
  - 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 the DSA Annexes.
- 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 paragraph 13.6 of this DSA 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 The Parties acknowledge that, in accordance with paragraph 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 Delivery Authority shall ensure that all of the obligations which are imposed on the Delivery Authority under each paragraph of this DSA shall be flowed down to all contractors and subcontractors engaged by the Delivery Authority, including all requirements relating to Processors as set out at paragraph 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 DSA Annexes 2, 4, and 5.

5.2 The DSA Annexes shall detail which Parties are sharing Personal Data and with whom.

5.3 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 UK GDPR.

5.4 As at the date of the Agreement, the Data Protection Officer of each Party is as follows:

<b>Party</b>	<b>Data Protection Officer</b>	<b>Contact details</b>
The Corporate Officer of the House of Lords	Head of Information Compliance	holinfocompliance@parliament.uk
The Corporate Officer of the House of Commons	Head of Information Rights and Information Security	IRIS@parliament.uk
Delivery Authority	Information Assurance Manager and DPO	externalinformationrequests@r-r.org.uk

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 DSA Annexes 2, 4 and 5.

- 7.2 DSA Annexes 2, 4 and 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 DSA Annexes 2, 4 and 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 DSA Annex 2, 4 and 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 DSA Annex 2, 4 and 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 DSA Annex 2, 4 and 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 any sharing of the Data Subject's Personal Data which relies upon the Data Subject's consent as the basis for sharing.

## **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 paragraph 4, the 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 Annexes 1, 3 and 4 of this DSA.
- 11.2 DSA Annexes 1, 3 and 4 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;
  - 11.2.13 working data; and
  - 11.2.14 metadata and taxonomies.

## **12 QUALITY AND ACCURACY**

- 12.1 Subject to paragraph 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 Agreement, 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 paragraph shall be the Party that holds the particular Shared Personal Data.

- 13.4 Subject to paragraph 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 paragraph 24 (Archiving), the Delivery Authority shall securely delete any Parliamentary Data shared by the Corporate Officers with the 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 the applicable Agreed Standards.
- 14.2 The Parties acknowledge that:
  - 14.2.1 the arrangements for standards as at the date of this DSA are contained in this Agreement; and
  - 14.2.2 that in relation to standards for information systems, information and cyber security relevant to this DSA, the Delivery Authority shall apply standards included in the Restoration and Renewal Information Governance Strategy.

#### **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 paragraph 15.1; or
  - 15.2.2 the Delivery Authority suffers a Security Incident relating to Parliamentary Data that does not constitute a Personal Data Breach dealt with under paragraph 15.1,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 paragraphs 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 paragraph, 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’, equivalent or higher under the Parliamentary Protective Marking Scheme.
- 16.2 The Delivery Authority undertakes that it shall not disclose to any person any Confidential Information of the Corporate Officers, except as permitted by paragraphs 16.4 and 19.
- 16.3 The Corporate Officers undertake that they shall not disclose to any person any Confidential Information of the Delivery Authority, except as permitted by paragraph 16.4.
- 16.4 The Delivery Authority may disclose the Confidential Information of the Corporate Officers and the Corporate Officers may disclose the Confidential Information of 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 Parliamentary Buildings (Restoration and Renewal) Act 2019 (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 paragraph 16 and where applicable paragraph 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.

## **17 PROTECTIVE MARKING AND HANDLING**

- 17.1 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 paragraph 4 (Flow Down to Contractors), the 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 Delivery Authority shall enter into a confidentiality agreement substantially in the form of the agreement set out at DSA Annex 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 Delivery Authority with local planning authorities for the purpose of obtaining planning permission where required and to the extent necessary.
- 19.2 Subject to paragraph 19.3, the Parties further acknowledge that Programme Data may be shared by the 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 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 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 Delivery Authority is a public body by virtue of paragraph 11 of Schedule 2 to the FOIA, 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.
- 20.5 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.
- 20.6 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 Delivery Authority shall publish and maintain a publication scheme regarding Information held by the Delivery Authority.

## **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 paragraph 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 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 paragraph 24.2, and subject to paragraph 24.4, 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 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 lawfully retained for a sufficient period, the Parties shall work together to determine if the Personal Data could be redacted from the relevant Programme Data.

24.5 Staff and contractors working for the Delivery Authority are subject to the Internal Archives Access Policy for requests to access physical and digital collections held within the Parliamentary Archives. Any requests for closed records within the Parliamentary Archives are to be handled via the RFI process. The Parliamentary Archives reserves the right to refer any request for access to, copying or digitisation of, the collections to the RFI process where required.

## **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 Agreement, 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.

## DSA Annex 1 – Recurring Shared Data

This DSA Annex 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 and master 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 Delivery Authority	Unrestricted Restricted	To ensure compliance with requirements under clause 77 of this Agreement, regarding transfer of assets between the Houses and the Programme.	Houses of Parliament	Restoration and Renewal Delivery Authority Limited
Asset Registers and associated data	Chattels and Heritage items list		Unrestricted Restricted	To ensure compliance with requirements under clause 78 of this Agreement regarding bailing of heritage items by Parliament to the Programme.	Houses of Parliament	Restoration and Renewal Delivery Authority Limited
Commissioning & Requirements	High level requirements		Unrestricted Restricted	To support discussion and agreement of Schedule 1 (Scope) of this Agreement, as per clause 23 of this Agreement.	Houses of Parliament	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 70 of this Agreement.	Houses of Parliament	Restoration and Renewal Delivery Authority Limited
Contractual & Commercial	Contract and commercial data about interface or dependency projects on the Parliamentary Estate	Contract management data including communications, task orders, resource plans and quotations	Restricted Highly Restricted	To facilitate delivery of the restoration and renewal of the Palace of Westminster as required by the Act	Houses of Parliament	Restoration and Renewal Delivery Authority Limited
Estate, Building & Asset Data <sup>1</sup>	Pre-possession as-built information for	Drawings, models, facilities management data, certificates, O&M	Unrestricted Restricted	To facilitate:	Party <sup>2</sup> in possession of asset(s) at time	Houses of Parliament

<sup>1</sup> See DSA Annex 3

<sup>2</sup> Parties are the House of Commons, House of Lords, Restoration & Renewal Delivery Authority Limited

	Parliamentary built assets		Highly Restricted Parliament Secret	<ul style="list-style-type: none"> <li>delivery of the restoration and renewal of the Palace of Westminster as required by the Act, and in particular;</li> <li>three forms of possession (Delivery Authority or contractors physically occupying the relevant place) set out at clause 80 of this Agreement;</li> <li>coordinated communications set out in clause 63 of this Agreement.</li> </ul>	of works and other activities	Restoration and 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  Restoration and 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 80 of this Agreement.	Restoration & Renewal Delivery Authority Limited	Houses of Parliament  Restoration and 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 80 of this Agreement, and the coordinated communications set out in clause 63 of this Agreement.	Party in whose scope the project is included (which may change during lifetime)	Houses of Parliament  Restoration and 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 87 of this Agreement, 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 Delivery Authority.	programme owns in a) FM records during occupancy and in b) transfers final docs to Houses on completion	
Estate, Building & Asset Data	Environmental data	Environmental data such as carbon emissions	Unrestricted Restricted	To facilitate delivery of the restoration and renewal of the Palace of Westminster as required by the Act.	Houses of Parliament	Restoration and Renewal Delivery Authority Limited
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 80 of this Agreement.	Houses of Parliament	Restoration and 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 80 of this Agreement.	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 83 of this Agreement.	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 Delivery Authority	Restricted Highly Restricted	To facilitate operation of the [Parliamentary Relationship Group], 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 this Agreement at least annually.	Houses of Parliament Restoration & Renewal Delivery Authority Limited <sup>3</sup>	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 82 of this Agreement 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

<sup>3</sup> 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 82 of this Agreement 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
Learning & Development	Essentials Training Modules	Material from mandatory training courses that facilitate delivery of the R&R Programme such as estate access	Unrestricted Restricted	To ensure Delivery Authority staff can comply with Parliamentary obligations to deliver Programme objectives.	Houses of Parliament	Restoration and Renewal Delivery Authority Limited
Planning	Planning Applications & Consents		Unrestricted Restricted Highly Restricted Parliament Secret	To ensure parties comply with the planning and consents activity set out in clause 73 of this Agreement.	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 72 of this Agreement, 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	Houses of Parliament	Restoration & Renewal Delivery Authority Limited
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 88 of this Agreement requiring Quarterly Reports to assist the Parties in keeping abreast of activity, for transparency and forward planning.	Houses of Parliament Restoration & Renewal Delivery Authority Limited	Houses of Parliament
Security <sup>4</sup>	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 86 of this Agreement.	Houses of Parliament	Restoration and Renewal Delivery Authority Limited
Security	Personnel Security	Clearance status of Sponsor and Delivery Authority staff and contractors. Other personal data held for the purpose	Restricted	To support activities covered by Appendix 5 to this Agreement (Security and Access Arrangements).	Houses of Parliament	Restoration and Renewal Delivery

<sup>4</sup> Security Systems data is covered by Estate, Building & Asset Data, see DSA Annex 3

		of conducting security vetting checks will not be shared	Highly Restricted			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 Delivery Authority as per clause 70 and clause 85 of this Agreement.	Houses of Parliament	Restoration and 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 5 to this Agreement (Security and Access Arrangements).	Houses of Parliament	Restoration and Renewal Delivery Authority Limited
Stakeholder Consultation Data <sup>5</sup>	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 63 and 64 of this Agreement.	Houses of Parliament	Houses of Parliament
Stakeholder Consultation Data	Consultation Data (Primary)	Consultation Data gathered through the engagement activities <sup>6</sup> of the Delivery Authority	Unrestricted Restricted Highly Restricted	To support the consultation of Parliament when developing and implementing its statutory consultation strategy and any revisions.	Houses of Parliament	Restoration and Renewal Delivery Authority Limited Houses of Parliament
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 of Parliament when developing and implementing its statutory consultation strategy and any revisions.	Houses of Parliament	Houses of Parliament
Stakeholder Contact Data <sup>7</sup>	Members, Peers and House staff	Contact information for all current and new MPs and Members of the House of Lords. Contact information for Members' staff and House staff identified in current and future versions of the Stakeholder Engagement Plan.	Restricted	To support the consultation of Parliament when developing and implementing its statutory consultation strategy and any revisions.	Houses of Parliament	Restoration and Renewal Delivery Authority Limited

<sup>5</sup> See DSA Annex 4

<sup>6</sup> Engagement activities with Parliament, Government and any third parties

<sup>7</sup> See DSA Annex 5



Stakeholder Contact Data	Delivery Authority staff	Personal and contact information related to the individuals within and identified by the Programme as key points of contact for the Houses of Parliament	Restricted	To support the consultation by of Parliament when developing and implementing its statutory consultation strategy and any revisions.	Restoration and Renewal Delivery Authority Limited	Houses of Parliament
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## DSA Annex 2– Shared Personal Data

### 1. Purpose for which personal data is to be shared

The Personal Data is being shared to:

- 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.

These exchanges may occur on more than one occasion throughout the course of the Programme.

### 2. Personal Data to be shared

The following information may be shared by **House of Commons, House of Lords, and Restoration and Renewal Delivery Authority Limited** under this DSA:

- Personnel data (necessary to the management of their secondment) for staff seconded by and to all parties to this agreement

### 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 the performance of a contract to which the data subject is party

To the extent that any special categories of personal data are being processed as part of this information sharing initiative, the following grounds apply:

- Employment, social security and social protection (if authorised by law)

## DSA Annex 3 – 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 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 information<sup>8</sup> 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 **Restoration and 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
- Security features and specifications
- Covert operations and planning
- Operational physical and personnel security data including security vetting checks

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<sup>8</sup> 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

## DSA Annex 4 – Stakeholder Consultation Data

### 1. Purpose for which personal data is to be shared

The Stakeholder Consultation Data is being shared to support 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 63 of this 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 **Restoration and 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 UK 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 Corporate Officers by the Act.

With respect 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.

## DSA Annex 5 – Shared Personal Data

### 1. Purpose for which personal data is to be shared

The Personal Data is being shared to:

- support consultation when developing and implementing its statutory consultation strategy and any revisions.

These exchanges may occur on more than one occasion throughout the course of the Programme.

### 2. Personal Data to be shared

The following information may be shared by **House of Commons, House of Lords and Restoration and Renewal Delivery Authority Limited** under this DSA:

- The data attributes (including contact details) associated with the individuals identified and agreed by all parties above as key points of contact for R&R-related activities; and
- The data attributes (including contact details) associated with the individuals identified and agreed by all parties above in current and future versions of the Stakeholder Engagement Plan, including Members, Peers and House staff

### 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 Corporate Officers by the Act.

With respect to the Restoration and 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.

**DSA Annex 6 - Template NDA**

**Drafting Note:** This is a template confidentiality agreement to be used by the Delivery Authority in relation to corporate contractors working on the project, not employees or individuals. This is a template agreement which was agreed 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]**

**RESTORATION AND RENEWAL DELIVERY AUTHORITY LIMITED (1)**

**AND**

**[CONTRACTOR] (2)**

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

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THIS AGREEMENT dated the            day of

20[XX]

**IS MADE BETWEEN**

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

**BACKGROUND**

- 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.

**IT IS NOW AGREED AS FOLLOWS**

**1 INTERPRETATION**

**1.1 Definitions:**

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

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

**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;

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

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

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

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

**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;

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

**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;

**Subsidiary:** has the meaning given in clause 1.2.4; and

**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:
- 5.1.1 the laws of England, Scotland, Wales or Northern Ireland;
  - 5.1.2 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;
  - 5.1.3 Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement; or
  - 5.1.4 the rules of any listing authority or stock exchange on which its shares are listed or traded.
- 5.2 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 5.2, the Recipient shall take into account the Discloser's requests in relation to the content of this disclosure.
- 5.3 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.

## **6 RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION**

- 6.1 If so requested by the Discloser at any time by notice in writing to the Recipient, the Recipient shall promptly:
- 6.1.1 destroy or return to the Discloser all documents and materials (and any copies) containing, reflecting, incorporating or based on the Discloser's Confidential Information;
  - 6.1.2 erase all the Confidential Information from its computer and communications systems and devices used by it, or which is stored in electronic form;
  - 6.1.3 erase all the Confidential Information which is stored in electronic form on systems and data storage services provided by third parties; and
  - 6.1.4 certify in writing to the Discloser that it has complied with the requirements of this clause 6.1.

6.2 Nothing in clause 6.1 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 6.2.

## **7 RESERVATION OF RIGHTS AND ACKNOWLEDGEMENT**

7.1 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.

7.2 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.

7.3 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.

## **8 INDEMNITY**

8.1 The Recipient shall indemnify the Discloser, the Corporate Officer of the House of Lords, the Corporate Officer of the House of Commons and the 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.

8.2 If a payment due from the Recipient under clause 8.1 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.

## **9 INADEQUACY OF DAMAGES**

9.1 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.

## **10 NO OBLIGATION TO CONTINUE DISCUSSIONS**

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

## **11 ENDING DISCUSSIONS AND DURATION OF CONFIDENTIALITY OBLIGATIONS**

11.1 If the Discloser decides not to continue to be involved in the Purpose with the Recipient, it shall notify the Recipient in writing immediately.

11.2 Notwithstanding the end of discussions between the parties in relation to the Purpose pursuant to clause 11.1, each party's obligations under this agreement shall continue in full force and effect indefinitely from the date of this agreement.

11.3 The end of discussions relating to the Purpose shall not affect any accrued rights or remedies to which either party is entitled.

## **12 NO PARTNERSHIP OR AGENCY**

12.1 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.

12.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

## **13 GENERAL**

13.1 **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.

13.2 **Entire agreement.**

13.2.1 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.

13.2.2 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.

13.3 **Variation.** No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

13.4 **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.

13.5 **Severance**

13.5.1 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.

13.5.2 If any provision or part-provision of this agreement is deemed deleted under clause 13.5.1, 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.

13.6 **Notices**

13.6.1 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).

13.6.2 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.

13.6.3 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.

13.6.4 A notice given under this agreement is not valid if sent by email.

13.7 **Third party rights.** 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.

13.8 **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.

13.9 **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.

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

Signed by [NAME OF AUTHORITY] .....

Signed by [NAME OF CONTRACTOR] .....



### Schedule 3 REPRESENTATIVES

Representatives of the Corporate Officer of the House of  
Lords

Representative	Area(s) of Competence
R&R Directors	House of Lords Administration
Deputy Counsel to the Chairman of Committees	Legal

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
	Digital (including Cybersecurity)
Director of Security for Parliament	Security
Managing Director of Strategic Estates	Estates and Parliamentary Masterplan

Representative	Area(s) of Competence
R&R Client Team Finance and Corporate Services Director	Finance, Corporate Systems and Information
R&R Client Team External Affairs Director	External Relations and Communications
R&R Client Team Programme and Delivery Assurance Director	Programme Scope, Requirements, Risk and Assurance
R&R Client Team Business Case Director	Business Case and Benefits
R&R Client Team Chief of Staff	Engagement, Governance, Programme Scope, Requirements, Risk and Assurance

Representatives of the Delivery Authority

<b>Representative</b>	<b>Area(s) of Competence</b>
Accounting Officer	In accordance with the responsibilities of the accounting officer set out in Schedule 2, subparagraph 9(5) of the Act
Chief Executive Officer	Security, Communications and all other items for the Delivery Authority not identified below
R&R Programme Director	Leads all projects within the Programme
Technical Director	Technical design
Head of PMO	Programme controls including scope, schedule, risk, contingency and information management
Head of Programme Assurance	Assurance, Quality and Management Systems certification
Health, Safety and Wellbeing Director	Health, safety and wellbeing
Head of Programme Development	PDA, strategy and operating model, programme governance
Chief Finance Officer	Finance and funding
Human Resources Director	Human resources and recruitment
Chief Information Officer	Digital and Data
Commercial Director	Commercial
General Counsel	Governance
Data Protection Officer	UK GDPR



## Schedule 4 POSSESSIONS AND HANDOVER (INCLUDING POSSESSION TABLE)

### 1. POSSESSIONS AND HANDOVER

- 1.1. A Possession occurs when the Delivery Authority 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 Contractors physically occupying the relevant area.
- 1.2. The Delivery Authority will take Possession in four forms:
- 1.2.1. a “Minor Possession”, being works of a minor or short-term nature (including surveys) to a part of the building or asset while the area around the Works is still otherwise in normal use.
- 1.2.2. A “Shared Possession” means a possession that is a Minor Possession but that exceeds 10 days in duration, is intrusive and may require barrier or protection from the surrounding fabric or area.
- Works will be deemed Minor or Shared Possessions unless the Parties agree that the Possession is a Worksite Possession or Decanted Area Possession.
- 1.2.3. a “Worksite Possession”, which is a significant construction site for Works that are anticipated to last for a substantial duration within an operating building. The Delivery Authority takes responsibility within the worksite itself but accountability and control of the building remains with the Corporate Officers.
- 1.2.4. a “Decanted Area Possession” is a building or substantial part of a building which is fully vacated and handed to the Delivery Authority 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 and Shared Possession

- 1.3. When a Minor Possession or a Shared Possession is required, the Delivery Authority 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. Where required by the Corporate Officers in respect of a Shared Possession, the Parties shall enter into an agreement in a form to be agreed as appropriate to document the arrangements, taking into account the relationship of the parties and the provisions of this Agreement and other documents contemplated by it.

#### Worksite Possessions and Decanted Area Possessions

- 1.4. The following documents are relevant to Worksite Possessions and Decanted Area Possessions:

The Possession Strategy	An outline of the Delivery Authority’s possession timetable and management plan
The Parliamentary Soft Landings 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 Parliamentary Soft Landings Procedure discussions for a particular Worksite Possession or Decanted Area.
The Agreement to Occupy for Works (Worksite Possession)	The legal basis upon which the 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 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(s) 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 Delivery Authority evidencing Completion and the return of the Site
The Decant Procedure	A procedure devised by the Corporate Officers in consultation with the Delivery Authority for the decanting of an area leading up to its vacation

- 1.5. The Delivery Authority shall 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 shall be updated from time to time as agreed between the Parties.
- 1.6. In relation to each Worksite Possession and Decanted Area Possession, the Parties shall comply with the Parliamentary Soft Landings Procedure which will be agreed by the Parties and will provide, inter alia, for the Parties to identify and agree:
- 1.6.1. the physical area, duration and dates of the Possession;
  - 1.6.2. conditions precedent to be satisfied before hand over;
  - 1.6.3. hand over transition plan;
  - 1.6.4. site access arrangements and logistics;
  - 1.6.5. the worksite or Decanted Area security plan;
  - 1.6.6. a hand back plan;
  - 1.6.7. measures to minimise nuisance to Parliamentary business;
  - 1.6.8. the work to be delivered, the timing and programme for the Possession; and
  - 1.6.9. any appropriate stakeholder engagement and communications.

*Risk during a Possession*

- 1.7. Responsibility and accountability for risk during a Possession shall be as set out in this Schedule 4 (Possession Table). As a condition precedent to any Possession taking effect and as an outcome of the Parliamentary Soft Landings Procedure, the Parties shall complete the Possession Table and agree any necessary amendments or additions. The template at Schedule 4 (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*

- 1.8. Having consulted the Delivery Authority, the relevant Corporate Officer shall devise a Decant Procedure for each area to be a Decanted Area, which will be agreed by the Parties. 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 Delivery Authority is clear as to any requirements of them.
- 1.9. 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*

- 1.10. A worksite or Decanted Area shall not be handed over to the Delivery Authority until the Possession Table and relevant Agreement to Occupy have been completed and agreed.
- 1.11. The Worksite Possession or Decanted Area Possession shall commence upon the relevant Corporate Officer handing a Handover Certificate to the Delivery Authority (in a form to be agreed) appending both the agreed Possession Table and the signed Agreement to Occupy.

**POSSESSION TABLE**

<b>Duty/Responsibility</b>	<b>Party Responsible and Accountable</b>
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 5 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, subject to review and legal input.
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 Delivery Authority where the premises have been fully vacated and possession transferred to the Delivery Authority. The responsible person will transfer to the contractor in control of the site. This risk is subject to further review and legal input on a case by case basis.
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	Delivery Authority
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	Corporate Officers
Justification	Determined by the Parliamentary Buildings (Restoration and Renewal) Act 2019; risk does not live beyond the Programme. Risk and contingency strategy to be developed prior to delivery of the Works (Phase Two).
Risk Number	9
Risk Name	Delivery risk
Risk Definition	Risk that Programme is not delivered within agreed parameters (scope, time, cost, quality). Risk and contingency strategy to be developed prior to delivery of the Works (Phase Two).

Risk Owner	Delivery Authority
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	Delivery Authority
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	Each organisation will manage its own risk in relation to matters for which it is responsible.
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	Each organisation will manage its own risk in relation to matters for which it is responsible.
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	Each organisation will manage its own risk

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



## Schedule 6 RISKS AND CONTINGENCY MANAGEMENT PRINCIPLES

1. The Corporate Officers will normally (unless agreed otherwise) own risks which survive the Programme.
2. The Party that is responsible for achievement of an objective is responsible for managing the risks to the achievement of that objective.
3. Risks and related contingency will be owned and managed by the Party that is best-placed to manage each risk on a tiered basis, as follows:
  - 1.1.1 Corporate Officer risks
  - 1.1.2 Delivery Authority Programme risks
  - 1.1.3 Delivery Authority Project risks

### 1.1 Corporate Officer risks:

- 1.1.1 are those over which the Parties have no control and remain with the Corporate Officers by virtue of their ownership or stewardship of the Parliamentary buildings and assets (as anticipated by the risk allocation in Schedule 5).
- 1.1.2 **(Tier 1)** are those over which the Corporate Officers have a level of control and should reasonably be anticipated. Examples may include change in decant location, change in scope originated by the Corporate Officers, significant change to the Programme Requirements and construction inflation in excess of agreed amount provided.

1.2 **Delivery Authority Programme risks (Tier 2)** are those over which the Delivery Authority has control and should reasonably be expected to mitigate against but relate to interfaces between separate projects or cross-cutting factors that may affect a number of separate Projects. Examples may include omission of scope at Project interfaces, logistical problems, utility outages and schedule delays due to Project dependencies.

1.3 **Delivery Authority Project risks (Tier 3)** are Project-specific risks over which the accountable Delivery Authority Project delivery team has control. Examples may include cost estimating uncertainty, schedule delays, procurement and contract management risks.

- 2 Risks will be quantified in accordance with Best Current Practice and on a consistent basis across the different tiers.
- 3 Appropriate contingency provision will be established in Phase Two for each tier of risk, based on the quantification of risk, and will be managed by the relevant tier. It is recognised that Corporate Officers may not make a specific contingency provision for their risk tier within the Programme funding and that a revised funding envelope for the Programme would need to be approved in order to fund such risks if they arise.
- 4 A governance process will be agreed by the Parties for the review and management of risk and contingency across the Programme on a regular basis, including arrangements for authority to approve contingency release into appropriate budgets.
- 5 Programme risk registers, contingency provisions and decisions made in their management will be open and transparent to the Parties.

- 6 The agreed allocation of risks between the Corporate Officers and the Delivery Authority is set out in Schedule 5 (Risks), as may be updated and revised pursuant to Clause 27.3 of this Agreement.

**Schedule 7 RESPONSIBILITIES REGARDING THE RESTORATION OF THE PALACE OF WESTMINSTER AND DECANT ARRANGEMENTS\***

This Schedule 7 will be incorporated into this Agreement when it is available.

This should include responsibilities regarding Heritage Items and the Collections of the Libraries.

## **Appendix 1 VARIATION PROCEDURE**

### **1. Overview**

1.1. Section 4(7) of the Act provides for variations to be made to the Agreement by agreement between the Corporate Officers and the Delivery Authority. This Appendix 1 sets out the procedure agreed by the Parties for making a variation. It also provides for the Parties to delegate the power to agree certain variations on their behalf.

### **2. Definition of a Variation**

2.1. For the purpose of this Appendix 1, a Variation means a change to the Agreement.

2.2. 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 1.

### **3. Variations at an annual review**

3.1. Following a review of the Agreement in accordance with Clause 5, a restated version of the Agreement shall be entered into by the Parties incorporating the Variations agreed within the review process.

3.2. Such a Variation shall become effective on the date on which the restated agreement is entered into.

### **4. Variations outside an annual review**

4.1. Subject to paragraph 4.3, a Variation of the Agreement outside the review process referred to in Clause 5 may be made by both Parties by agreement in writing'.

4.2. A Schedule, Appendix or Annex to the Agreement may be varied by an agreement in writing made between:

4.2.1. an officer of the House of Commons authorised by the Corporate Officer of the House of Commons;

4.2.2. an officer of the House of Lords authorised by the Corporate Officer of the House of Lords; and

4.2.3. an officer of the Delivery Authority duly authorised by the Board of Directors or the Chief Executive.

4.3. A Variation referred to in paragraphs 4.1 or 4.2 shall become effective on the date specified in the variation agreement.

4.4. The Variation will be incorporated into a restated version of the Agreement following the next annual review, unless it is decided as part of that review that the Variation should cease to have effect.

### **5. Log of Variations**

5.1. The Parties will make arrangements for the appointment of an individual to keep a log of all Variations to the main body of the PDA, Schedules, Appendices and Annexes requested and decisions reached by the Parties.

### **6. Costs of preparing Variation requests**

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

## **7. EMERGENCY CHANGES**

- 7.1. In the event of an Emergency, necessary actions must be taken without delay. Reasonable steps should be taken to mitigate cost and consequences. However, the evaluation and agreement of the impact and implications of the emergency change will need to be considered retrospectively in accordance with the Variation Procedure as soon as possible.

## Appendix 2 JOINT BEHAVIOUR CHARTER



### Joint Behaviour Charter for all Parliamentary and R&R staff working on Restoration and Renewal

Parliament has legislated for the restoration and renewal of the Palace of Westminster. This is a major refurbishment of part of a World Heritage site—to be undertaken while the business of both Houses continues—and **its successful delivery is a priority for the Parliamentary authorities, the current Sponsor Body, and the Delivery Authority.**

This project is a **single, common endeavour** and can only be achieved through:

- (a) genuine partnership working;
- (b) the harnessing of major programme skills alongside Parliamentary experience; and
- (c) mutual respect across all parties.

All parties recognise that, at this stage of the Programme, **the Parliamentary authorities, the current Sponsor Body, and the Delivery Authority will work in a highly collaborative and consensual way** to determine the future approach to R&R works.

In addition to the [Parliamentary Behaviour Code](#), which we all ascribe to, the following values and behaviours are expected of *all* staff working on the R&R Programme, regardless of their employer:

#### *Collaboration and trust*

- Adopt a collaborative and trusting approach;
- Listen and seek to understand each other's perspectives;
- Communicate openly to foster trust, transparency and honesty;
- Co-ordinate activity wherever it is possible and desirable to do so;

#### *Provide timely requests and responses*

- Be as clear as you can what information is needed, the reason why and when it is needed;
- Use best endeavours to respond to one another's requests for information and input in a timely manner;
- Provide feedback about how input and information has been used;

#### *Constructive challenge and innovation*

- Constructively challenge one another to deliver the best outcome, and be open to feedback and constructive challenge, including in terms of behaviours;
- Be clear where the objectives of different parties align and acknowledge where they do not;
- Be open to new ideas;

#### *Identify and realise benefits, and achieve value-for-money*

- Encourage the identification and realisation of benefits for Parliamentary business-as-usual throughout the development and delivery phases of the programme; and
- Have a shared commitment to achieving value for money.

Senior members at Board level, and members of the R&R Steering Group, will in particular be visible role models for these shared values and behaviours.

*\*endorsed by the Parliamentary Relationship Group and the Chief Executive Officer of the Delivery Authority on 18 October 2022*

## **Appendix 3 OPERATIONAL AUTHORITIES DOCUMENT**

This Operational Authorities Document (OAD) specifies those matters for which the Delivery Authority is responsible, but on which the decision in respect of those matters is not the responsibility of the Delivery Authority (Reserved Matters) and must be referred to the Corporate Officers in the first instance. This OAD is subject to the Variation Procedure and may be revised from time to time at the request of either Party in accordance with the process in Appendix 1.

Where any matter is stated to be a Reserved Matter in this OAD, the Delivery Authority agrees that it will reflect this fact in its Scheme of Authorities. The Delivery Authority is free to make its own decisions about governance arrangements for any matters that are not Reserved Matters.

Those matters which are part of the Corporate Officer's duties are naturally for the Corporate Officers to decide, even if they ask the Delivery Authority for support in delivery, and are not included.

### **Reserved Matters**

#### *Funding*

Decision to submit a supplementary estimate

Decision to submit any request for urgent additional funding

Approval of Commitment Authority for any commitment above £20m or which continues into Phase 2

Approval for any funding outside the normal course of business or of constraints agreed with the Corporate Officers [PDA 36.1]

Approval for any use of funds outside the 'Permitted Purposes' [PDA 37.1.4]

Approval for transfer of funding between approved Delivery Authority Business Cases

Approval for any 'novel or contentious' proposals having a financial impact [PDA 44.1], which will include without limitation

- any proposal to seek commercial income [PDA 47.1]
- to lend money, charge any asset or incur any contingent liability [PDA 50.1]
- for any lease of land or buildings [PDA 52.1]
- for making charitable gifts [PDA 53.4]
- acceptance of gifts and donations [PDA 54.1]
- for provision of financial assistance to a third party [PDA 55.1]
- for disposal of an asset for less than the best consideration reasonably available [PDA 56.1.1]

#### *Business Cases*

Approval of discount rates to be used in business cases [PDA 51.1]

Approval of Strategic Case [PDA 17]

#### *Change Control*

Approval for any change [PDA 6, App 2]

- To this agreement, including its appendices and annexes [PDA 6 and App 2];
- Task Brief [PDA 22.1; 92.1]
- To this Operational Authorities Document [PDA 26.11, 93.1, App 2];
- To the Corporate Officers' Phase Two Requirements [PDA 22.2];
- To the Strategic Objectives [PDA App 2];

- changes to the critical path or delay to key milestones, including any decision to re-baseline [PDA App 2]

#### *Bodies Corporate*

Approval of proposals to take an interest in any body corporate of Joint Venture [PDA 45.1]

#### *Communications*

Approval for publication of any financial reporting information

Approval of any 'broadcast' external communication in any medium

#### **Key**

PDA: Programme Delivery Agreement

App: Appendix

In each case followed by the clause or paragraph number



**Appendix 4 FORM OF COLLATERAL WARRANTY**

**DATED \_\_\_\_\_**

**(1) [DELIVERY CONTRACTOR]**

**AND**

**(2) THE CORPORATE OFFICER OF THE HOUSE OF LORDS**

**(3) THE CORPORATE OFFICER OF THE HOUSE OF COMMONS**

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**DELIVERY CONTRACTOR COLLATERAL WARRANTY  
[PARLIAMENTARY BUILDING WORKS] FORMING PART  
OF THE PARLIAMENTARY BUILDING RESTORATION  
AND RENEWAL**

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## THE PARTICULARS

- Beneficiaries** : The Corporate Officer of the House of Lords of House of Lords, London SW1A 0PW; and  
The Corporate Officer of the House of Commons of the House of Commons, London SW1A 0PW.<sup>1</sup>
- Contract** : The contract dated [DATE] made between the Contractor and the Client, which expression shall include any variation to the terms and conditions of contract and any new or replacement contract created by the novation of the contract.
- Contractor** : [DELIVERY CONTRACTOR]<sup>2</sup> [(registered number [number])] [whose registered office is at] [of] [Address], including successors in title, ("[insert name]") and  
***[insert company names and details of each party that comprises the Contractor under the Contract].***
- Client** : Restoration and Renewal Delivery Authority Ltd (registered number 12559954) whose registered office is at Elm Yard, 10-16 Elm Street, London, WC1X 0BJ, including successors in title and permitted assigns.
- Project** : The [design, procurement and construction of the Parliamentary Restoration and Renewal Programme] forming part of the Parliamentary Restoration and Renewal Programme.
- Works** : The works and services provided and to be provided by the Contractor in accordance with the provisions of the Contract as more particularly set out in the Contract.

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<sup>1</sup> In most cases the Beneficiary will be the Corporate Officers. However, the Delivery Authority may also require Collateral Warranties for the benefit of other ultimate Beneficiaries, for example where the owner of the property in respect of which Works are being carried is not the Corporate Officers .

<sup>2</sup> Collateral Warranty to be provided by a Delivery Contractor (contractor or consultant) engaged by the Delivery Authority and this form should be tailored for use by the Delivery Authority as reasonably necessary to reflect the contract in which the warranty is being given (i.e. the template may be tailored as reasonably necessary to reflect the underlying contract provided the main body terms remain substantially unaltered).

**THIS DEED** is made on the [ ] day of [ ] 20[ ]

**BETWEEN:**

14 THE CONTRACTOR; AND

15 THE BENEFICIARIES (WITH EACH BENEFICIARY HAVING INDIVIDUAL INTERESTS AND RIGHTS UNDER THIS DEED),

(EACH A “PARTY” AND TOGETHER THE “PARTIES”).

**BACKGROUND**

- (A) The Client entered into the Contract with the Contractor for the purpose of the Contractor providing the Works in relation to the Project.
- (B) Each of the parties comprising the Contractor is jointly and severally liable to the Client for the performance of the Contract and all liabilities, acts and omissions of the Contractor and of each other party comprising the Contractor under or in connection with the Contract.
- (C) The Beneficiaries have an interest in the Project or part thereof as the Houses of Parliament (for whose purposes the Beneficiaries were formed) will be the ultimate end-users of the Project.
- (D) The Client is a company limited by guarantee established under the Parliamentary Buildings (Restoration and Renewal) Act 2019.
- (E) The Contractor is obliged under the Contract to give a warranty in this form in favour of the Beneficiaries.

**OPERATIVE PROVISIONS**

**1 DEFINITIONS**

Words and expressions defined in the Particulars have the same meanings throughout this Deed. Any other words and expressions which are defined in the Contract have the same meanings in this Deed. References to the Particulars, background section and clauses are to the Particulars, background section and clauses of this Deed.

**2 CONSIDERATION**

This Deed is made in consideration of the payment of one pound (£1.00) by the Beneficiaries to the Contractor, receipt of which is hereby acknowledged by the Contractor.

**3 CONTRACTOR'S DUTIES UNDER THE CONTRACT**

The Contractor warrants to the Beneficiaries that it has performed and shall continue to perform its obligations under the Contract in accordance with the Contract.

#### **4 INTELLECTUAL PROPERTY RIGHTS**

- 4.1 The Contractor grants to the Beneficiaries a royalty-free, irrevocable, perpetual and nonexclusive licence to copy, reproduce, adapt, modify, use and communicate the Contractor's design and the Documents for any purpose relating to the Project or the completed Project, including its design, procurement, construction, commissioning, operation, maintenance, repair, refurbishment, renewal, replacement, decommissioning or demolition. Such licence includes the right to grant sub-licences and is freely assignable by the Beneficiaries, including by way of security.
- 4.2 The Contractor waives its rights (including moral rights) against the Beneficiaries and the Beneficiaries' assignees and sub-licensees to the extent that the exercise of such rights would prevent or impede the licence described above.
- 4.3 The Contractor indemnifies the Beneficiaries against any claims, proceedings, compensations and costs the Beneficiaries suffer (and the Beneficiaries' assignees or sub-licensees suffer) or for which the Beneficiaries are liable in connection with any existing or future intellectual property right of any third party caused by or arising out of the carrying out of the Works or by the exercise of the licence granted to the Beneficiaries by the Contractor or any sub-licence granted pursuant to the Beneficiaries' licence (including any licence the Beneficiaries give to a Third Party) or by possession of the Contractor's design or the Documents.
- 4.4 The Contractor shall not be liable to the Beneficiaries for any use of the Contractor's designs or the Documents for purposes other than that for which the same was prepared or provided.
- 4.5 The Contractor agrees on reasonable request at any time and following reasonable prior notice to give to the Beneficiaries, or those authorised by the Beneficiaries, access to the Documents and to provide copies (including electronic copies in a readable form) of the Documents at the Beneficiaries' expense.
- 4.6 For the purposes of this **clause 4, "Documents"** shall mean the documents comprising the method statements provided by the Contractor and the documents, designs, calculations, computer programs, software, drawings, manuals, models, graphical and non-graphical information and other similar documents and information (including items created and stored on discs, tapes, other electronically readable media and the Common Data Environment) prepared or provided by or on behalf of the Contractor in relation to the Contractor's design or the Contract.

#### **5 PROHIBITED MATERIALS**

The Contractor warrants to the Beneficiaries that in the performance of the Works it has not specified nor approved for use nor will it specify or approve for use any products or materials which at the time of specification or approval (as applicable) are not permitted under the Contract.

#### **6 NO APPROVAL**

- 6.1 The Contractor's obligations and liabilities under this Deed are not in any way reduced or extinguished by reason of any inspection or approval of any documents or attendance at

site meetings or other enquiry or inspection which the Beneficiaries may make or procure to be made for the Beneficiaries' benefit or on their behalf or that the Beneficiaries fail to make or procure.

6.2 The rights and benefits conferred upon the Beneficiaries by this Deed are in addition to any other rights and remedies it may have against the Contractor including any remedies in negligence.

## **7 EXTENT OF LIABILITY AND LIMITATION**

7.1 The Contractor's liability to the Beneficiaries shall be no greater nor of longer duration than it would have been if the Beneficiaries had been a party to the Contract as joint client except that the Contractor's liability to the Beneficiaries shall extend to include losses and costs incurred by the Beneficiaries in connection with the use and enjoyment by the Houses of Parliament of the completed Project (or relevant part) and arising from the Contractor's breach of Contract or defect thereunder. It is acknowledged that such losses may be different in amount from the losses of the Client.

7.2 The Contractor shall be entitled in any action or proceedings brought by the Beneficiaries under this Deed to rely on any limitation in the Contract and (subject to **clause 7.1**) to raise equivalent rights in defence of liability (but excluding set-offs and counterclaims) as it would have against the Beneficiaries if, in lieu of this Deed, the Beneficiaries had been a party to the Contract as joint client with the Client on a joint and several basis.

## **8 THIRD PARTY RIGHTS**

The Parties do not intend that any term of this Deed is enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person other than a Party.

## **9 BENEFICIARIES' RIGHT OF STEP-IN**

Upon the completion of the Works or the dissolution of the Client, the Beneficiaries may, in their absolute discretion, give written notice to the Contractor that the Beneficiaries will thenceforth become the client under the Contract to the exclusion of the Client and thereupon the Contractor will admit that the Beneficiaries are its client under the Contract and the Contract will be, and remain, in full force.

## **10 NOTICES**

Any notice or other communication which is to be given by any Part to another will 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 will 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.

## **11 GOVERNING LAW AND JURISDICTION**

This Deed and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales and the non-exclusive jurisdiction of the Courts of England and Wales.

## 12 [GUARANTEE

- 12.1 The Guarantor has agreed to guarantee to the Beneficiaries as a continuing obligation to the Beneficiaries the full, proper and punctual performance and observance by the Contractor of its obligations under this Deed, including the proper and punctual payment by the Contractor of any amounts required to be paid as damages for any breach of this Deed. Accordingly, the Guarantor:
- 12.1.1 agrees that if the Contractor shall in any respect fail fully and properly to perform and execute this Deed or shall commit any breach of its obligations hereunder (including without limitation the occurrence of any of the events of insolvency referred to in the Contract), then the Guarantor shall without prejudice to clause 12.112.1 forthwith upon the Beneficiary's written demand make good or procure the making good of such failure or breach and shall pay to the Beneficiaries all losses, damages, costs, charges and expenses (including without limitation interest and enforcement costs) which are or may be incurred by the Beneficiaries by reason of any such failure or breach on the part of the Contractor;
  - 12.1.2 acknowledges and agrees that no variation or alteration to the terms of the Contract or this Deed or in the extent, nature or method of performance of the Works or the design thereof, and no allowance of time, waiver, forbearance, forgiveness, compromise or other dealing under or with the Contract or this Deed and no invalidity, illegality, unenforceability or irregularity of the Contract or this Deed or of any provision therein and no other act or omission which (but for this provision) might have operated to release, exonerate or discharge the Guarantor or otherwise reduce, extinguish or adversely affect any liability of the Guarantor under the terms of this clause 12 shall release, exonerate or discharge the Guarantor or reduce, extinguish or otherwise adversely affect any such liability, and the Guarantor hereby waives notice to it of any such event; and
  - 12.1.3 confirms that it has full power and capacity to give the guarantee set out in clause 12.1. The Guarantor's said obligations are additional to and not in substitution for any security, right of action, bond or other guarantee or indemnity at any time existing in favour of the Beneficiaries, whether from the Guarantor or otherwise.
- 12.2 The Beneficiaries shall not be obliged, before enforcing any of its rights or remedies under this clause 12, to enforce any other security, bond or other guarantee or indemnity from time to time existing in favour of the Beneficiaries in respect of the obligations and liabilities of the Contractor under this Deed.
- 12.3 Subject to clause 12.1.2 and save in respect of any costs incurred by the Beneficiaries in enforcing this Deed:
- 12.3.1 the costs of damages, costs, expenses and other sums recoverable under this clause 12 shall not exceed the damages, costs, expenses and any other sums for which the Contractor is liable to the Beneficiaries under this Deed and the

Guarantor shall have no greater liability or obligations to the Beneficiaries by virtue of this Deed than it would have had if the Guarantor had been a party to this Deed and the Contract in place of the Contractor; and

12.3.2 the Guarantor shall be able to raise the same defences in response to the enforcement of this Deed as the Contractor is entitled to raise under this Deed.]

### **13 COUNTERPARTS**

13.1 This Deed may be executed in any number of counterparts, and by the Parties to this Deed on separate counterparts, but will not be effective until each such Party has executed at least one counterpart.

13.2 Each counterpart shall constitute an original of this deed, but all the counterparts shall together constitute one and the same instrument.

**THIS DOCUMENT** is executed as a deed and delivered on the date stated at the beginning of this Deed.

**SIGNED and DELIVERED** as a **DEED** and **THE OFFICIAL SEAL OF THE CORPORATE OFFICER OF THE HOUSE OF LORDS** affixed in the presence of and as authenticated by:

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Name

---

Position/Office

---

Signature

**SIGNED** and **DELIVERED** as a **DEED** and **THE OFFICAL SEAL OF THE CORPORATE OFFICER OF THE HOUSE OF COMMONS** affixed in the presence of and as authenticated by:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position/Office

\_\_\_\_\_  
Signature

**EXECUTED** as a deed by **[DELIVERY CONTRACTOR]** acting by:

\_\_\_\_\_  
a director and

\_\_\_\_\_  
Director Signature

\_\_\_\_\_  
[a director or its secretary]

\_\_\_\_\_  
[Director or Secretary] Signature



**Appendix 5 SECURITY AND ACCESS ARRANGEMENTS [REDACTED]**

[REDACTED FOR PUBLICATION]

## **Appendix 6 ARRANGEMENTS FOR REMOVAL AND CARE OF HERITAGE ITEMS AND COLLECTIONS OF THE LIBRARIES**

### **1. Definitions**

- 1.1 'Item' means any item listed in the Template for Inventory of Heritage Items, Collections of the Libraries and Goods which is portable, or fixed within any building for which the 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 Task Brief and/or Corporate Officers' Phase Two Requirements (as appropriate) 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 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. Off-site Storage and Maintenance Facilities**

- 5.1 The Corporate Officers will be accountable for specifying, through a consultation process led by the 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 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 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.

## **5. 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 Delivery Authority may propose such activities as it thinks desirable with the aim of coordinating this activity with the Programme's public engagement activity.

## **6. Items left in situ during the works**

- 7.1 The Corporate Officers will identify those Items in the Inventory of Heritage Items, Collections of the Libraries and Goods, which they consider will, or may be, left in situ during the Works.
- 7.2 The Corporate Officers will consult the Delivery Authority about the risks, practicalities and cost of leaving each Item on this list in situ, and the 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 Delivery Authority of the list of Items which will remain, balancing risk and value for money, in time to allow the 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 Delivery Authority will be accountable for carrying out, any stabilisation works on Items prior to their removal or being bailed to the Delivery Authority.
- 7.5 Where necessary, the 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 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 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 Delivery Authority on behalf of the Corporate Officers. All parties have the right to witness the surveys.
- 7.10 If the 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 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 The Corporate Officers will be accountable for providing valuations of Items prior to decant in order to support insurance and any subsequent claims.

## **7. Returning to the Palace of Westminster**

- 8.1 The Corporate Officers will be accountable for specifying the post-Programme storage facilities that the 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 Task Brief(s) and/or Corporate Officers' Phase Two Requirements (as applicable).
- 8.2 The Parties will cooperate on the planning for the reoccupation of the Palace of Westminster in respect of the 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

