

CROWN AGENCY COLLABORATION – CORE CCCS AMENDMENTS

SPECIAL CONDITIONS – PART B (OTHER SPECIAL CONDITIONS)

Clause numbers below refer to clauses in the said General Conditions of Contract for Consultancy Services, as may be amended by this Part B (Other Special Conditions).

The General Conditions of Contract for Consultancy Services are amended as follows:

Section 1: Definitions and Interpretation

The following definitions are inserted into clause 1.1

- **Prior Services**

Prior Services means any of the Services that have been provided by the Consultant to the Client under any arrangement between the Parties which was made in contemplation of this Agreement.

Section 2: Obligations of the Consultant

Clause 2.1 (The Services)

Add the following bullet points to the end of clause 2.1:

- “Provide sufficient employees (including Key Personnel) with the necessary qualifications, licenses, skills and experience to perform the Services to the standard required by this Agreement; and
- Co-operate with the Client and use all reasonable endeavours to co-operate with any Other Consultants (as applicable); and
- At the Consultant’s cost, correct any errors, omissions or both in any documentation prepared as part of the Services by the Consultant where the error or omission is the result of the Consultant failing to exercise the duty of care required by clause 2.2; and
- Comply with all applicable legislation, regulations and any of the Client’s rules, policies and standards that the Client may notify to the Consultant in writing from time to time, except to the extent that compliance with any of the Client’s rules, policies or standards would constitute a breach of the Consultant’s duty of care under this Agreement. The Consultant may notify the Client where it considers any rule, policy or standard notified after the commencement of the Services results in a material increase in the Consultant’s costs and such shall be treated as notice of a Variation for the purposes of clauses 2.13 and 7.”

Clause 2.2 (Duty of Care)

Clause 2.2 is amended by adding the following:

“for a project of a similar type and size to the Client’s Project.”

Section 3: Obligations of the Client

Clause 3.3 (Client Decisions)

The following wording is added to the end of clause 3.3:

“The Consultant shall, in every case where it requires the Client to make a decision, accompany the request for a decision with a reasonable level of information to enable the

Client to consider the matter at issue. The Client is entitled to request further information as may be reasonably required by the Client to assist it in making the relevant decision. The provision of information pursuant to this clause 3.3 shall be at no additional cost to the Client except where such is beyond what would reasonably be expected to be provided by the Consultant as part of the Services.”

Clause 3.6 (Instructions to Others)

Clause 3.6 is amended by adding the following at the end:

“Notwithstanding the forgoing, in an urgent or emergency situation the Client may give instructions directly to Other Consultants and/or Third Parties directly contracted to the Client but in such an event the Client as soon as reasonably practicable must notify the Consultant that instructions have been given.”

Clause 3.7 (Client to Give Early Warning)

The words “, as soon as reasonably practicable,” are inserted on the second line after the word “must”.

The following is inserted as a second paragraph:

“The Client shall not be required to inform the Consultant of anything which will affect the scope or timing of the Services that is related to another Government agency or entity outside of the direct matters for which the Client is responsible as a Government agency or entity.”

Clause 3.9 (Approvals)

The following is inserted after the last paragraph:

“Without limitation to the Client’s obligations in the 4th bullet point of clause 3.2, any approval by the Client of information submitted to it by the Consultant (such information must in all cases be provided by email or in hard copy by the Consultant) shall not be taken to signify that the Client has checked the accuracy or completeness of such information received from the Consultant and shall not relieve the Consultant of any of its obligations under this Agreement unless approval is expressly given on that basis or the parties expressly agree such in writing.”

Section 4: Personnel

Clause 4.3 (Key Personnel)

Clause 4.3 is deleted and replaced with the following:

“The Consultant must obtain the Client’s prior written consent before replacing or substituting any of the Key Personnel, including where the Client has required the replacement in accordance with this clause 4.3, such consent not to be unreasonably withheld or delayed.

The Client may, for good reason, require the Consultant to replace any Key Personnel, any other person engaged by either the Consultant or any Subconsultant if they are unsuitable or are not sufficiently available to perform the Services by giving written notice to the Consultant specifying the Client’s reason(s). The cost of replacing any person pursuant to this clause shall be borne solely by the Consultant and any replacement or substitute person proposed must be no less skilled and experienced than the Key Personnel to be replaced.”

Section 6: Liability and Insurance

Clause 6.5 (Insurance)

Clause 6.5 is amended as follows:

The first bullet point is deleted and replaced with the following: “professional indemnity insurance for the amount as set out in the Special Conditions;”

The following is added at the end of clause 6.5:

“The Consultant’s public liability insurance shall include the Client (which shall include the Client’s officers and employees) as an additional insured in respect of their vicarious liability arising from the Consultant’s negligence in relation to the performance of this Agreement.

The Consultant insurances required to be taken out by the Consultant shall be with insurers with a minimum unsecured credit rating of least “A-” from Standard & Poor’s (or equivalent) immediately on the execution of this Agreement. The Consultant shall keep them in force for the length of time set out in the Special Conditions except that in the case of professional indemnity insurance the maintenance obligation is as stated in the second paragraph of this clause 6.5.”

Section 9: Copyright of Documents

Clause 9.1 (New Intellectual Property)

Clause 9.1 is amended by inserting the following at the end:

”Notwithstanding the foregoing, where any New Intellectual Property includes Confidential Information, the Client’s or the Consultant’s use of that New Intellectual Property is subject to ensuring compliance with clause 8.1 or 8.2 (as applicable). For example, any Confidential Information is to be redacted or removed from the New Intellectual Property prior to any further use.”

Clause 9.2 (Pre-existing Intellectual Property)

Delete the words “to the extent reasonably required to enable the Client to make use of the Services or use, adapt, update or amend the Works” and replace with the following:

“in relation to or in connection with this Agreement, the Services, the Works or the Client’s Project, including for the planning, design, engineering, procurement, construction, testing, commissioning, completion, operation, maintenance, repair, replacement, modification, renewal, expansion and/or alteration of the Services, Works or the Client’s Project.”

Clause 9.3

Clause 9.3 is amended by inserting the words: “part of the” after the words “concerning the” on the fourth line.

Section 10: Disputes

Clause 10.1

Clause 10.1 is amended by deleting the words “best endeavours” and replacing them with “reasonable endeavours”.

Clause 10.2

Clause 10.2 is deleted and replaced with the following:

"If the parties cannot resolve the dispute themselves within a reasonable time (but in any event within 20 Working Days or such longer period agreed in writing), then either Party may require that the dispute be referred to mediation by serving written notice on the other."

Clause 10.3

Clause 10.3 is amended by deleting the words "a reasonable time" and replacing them with "20 Working Days of the date of either Party's notice requiring mediation issued pursuant to clause 10.2 (or such longer or shorter period as may be expressly agreed by the Parties)"

Clause 10.6

Add a new clause 10.6 as follows:

"Nothing in this clause 10 shall prevent or prejudice the ability of either party to apply to any court in order to seek interim injunctive relief against the other."

Section 12: General Provisions

Clause 12.10 (Survival of Provisions)

Add the following after the reference to "9" in clause 12.10:

"and 10, 11 and 12"

Clause 12.19 (Prior Services)

A new clause 12.19 is added as follows:

"For the avoidance of doubt, where the Consultant has performed any Prior Services, this Agreement will retrospectively apply to those Prior Services from the date that it is executed by both Parties."