

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

Official Version 5
25 March 2024
FOR PUBLICATION

THIS AMENDMENT AND RESTATEMENT AGREEMENT (“VARIATION AGREEMENT”) IS MADE ON 25 MARCH 2024

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into the Programme Delivery Agreement with the Delivery Authority on 20th May 2020 (which was subsequently varied and superseded by updated versions dated 7th December 2020 and 12th August 2021) (the “Agreement”).
- (C) In accordance with The Parliamentary Works Sponsor Body (Abolition) Regulations 2022 (the “Abolition Regulations”), the Sponsor Body was abolished on 1 January 2023 and its functions transferred to the Corporate Officers to be discharged jointly. Accordingly, on 1 January 2023, the Corporate jointly assumed overall responsibility for the Parliamentary Building Works and the property, rights and liabilities previously held by the Sponsor Body were 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 agreed to amend and restate the Agreement on 1 January 2023.
- (E) The Parties have agreed further changes to certain provisions within the Agreement (as amended and restated on 1 January 2023) as set out in this Variation Agreement and the further 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**

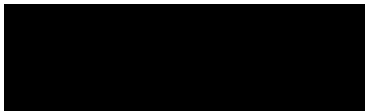
Signature:



Name: Simon Burton

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

Signature:



Name: Tom Goldsmith

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 25 MARCH 2024

**(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

PROGRAMME DELIVERY AGREEMENT

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Schedules to the Agreement		
List of Schedules		Description
		Note that each of these Schedules is a living document. The Parties will update regularly, as applicable
1	Scope	An outline description of the Programme and scope of the Works to be documented in accordance with clause 19.
2	Information Sharing, Confidentiality and use of Personal Data and Programme Data	A description of the obligations in relation to information sharing and confidentiality, and the use of Personal Data and Programme Data.
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

Appendices	
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 25 MARCH 2024 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”). Pursuant to the Abolition Regulations, the Corporate Officers have overall responsibility for the Parliamentary Building Works.

(B) 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”), 12 August 2021 (the “Third Agreement”) and 1 January 2023 (the ‘Fourth Agreement’).

(C) 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.

(D) 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.

“Act”	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;
“Agreed Standards”	means the standards which the Standards Group agrees in accordance with Clause 68;
“Agreement”	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;
“Annual Report”	has the meaning given in Clause 25.1;
“Anti-Bribery Requirements”	has the meaning given in Clause 57;
“Anti-Bribery Terms”	has the meaning given in Clause 57;
“Anticipated Final Cost”	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;
“Articles of Association”	means the articles of association for the time being of the Delivery Authority;
“Background IPR”	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;
“Benefits Statement”	means the benefits statement of the Corporate Officers in accordance with Clause 88;
“Best Current Practice”	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.

“Confidential Information”	has the meaning given at paragraph 9.1 in Schedule 2 of this Agreement;
“Consent”	means all permissions, consents, approvals, certificates, permits, licences and authorisations including planning consent, statutory instruments, orders, listed building consent and building regulations approval;
“Consents Master Plan”	means the plan for estates made for Town and Country Planning application purposes and which shows current and future schemes;
“Construction Contract”	means a contract for the design, construction, installation, testing, commissioning or fitting of any element of the Works, irrespective of the tier of such contract and irrespective of its contractual counterparty;
“Corporate Officers”	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;
“Corporate Officers’ Phase Two Requirements”	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;

“Corporate Officers’ Premises”	means lands and buildings which make up the Parliamentary Estate. For the purpose of the delivery of goods, it also includes the Parliamentary Offsite Consolidation Centre;
“Cost Model”	means the cost model of the Corporate Officers in accordance with Clause 88;
“Data Protection Legislation”	the UK GDPR, the Data Protection Act 2018, and other laws or regulations relating to the processing of personal data;
“Decanted Area”	means an entire building or section of a building which is not for the time being used or proposed to be used by passholders of either House (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;
“Decanted Area Date”	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);
“Delivery Authority Chair”	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;
“Delivery Authority’s Accounting Officer”	means the person appointed by the Corporate Officers to the role of accounting officer in accordance with Clause 23;
“Delivery Authority’s Programme Risks”	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;
“Delivery Contract”	means a contract between the Delivery Authority and a Delivery Contractor;
“Delivery Contractors”	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;

“Delivery Partner”	means the organisation appointed by the Delivery Authority as delivery partner for the Programme, if any;
“Delivery Reports”	means delivery reports to be prepared by the Delivery Authority as specified in or required under this Agreement, including Quarterly Delivery Reports;
“Delivery Schedule”	means the delivery schedule of the Corporate Officers in accordance with Clause 88;
“Delivery Sub-Contract”	means a contract between a Delivery Contractor and a Delivery Sub-Contractor;
“Delivery Sub-Contractors”	means those sub-contractors appointed or to be appointed by Delivery Contractors;
“Dispute”	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;
“Dispute Resolution Procedure”	means the procedure for the escalation and resolution of Disputes set out in Clause 97;
“EIR”	means the Environmental Information Regulations 2004;
“Emergency”	has the meaning given by section 1 of the Civil Contingencies Act 2004 (an event or situation which threatens serious damage to human welfare or to the environment, war or terrorism);
“Expenditure Classification Policy”	means the policy to be developed in accordance with Clause 41;
“External Stakeholders”	means any authority, body, office or natural person: <ul style="list-style-type: none">• whose consent or permission is required (or desirable) for the Works;• who owns property (real or personal) which would be affected by the Works;

- who has a statutory function which must be exercised in order for the Works to be carried out or facilitated; and
- who is not required to be consulted pursuant to section 5 of the Act.

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;

“Integrated Schedule”	means the integrated schedule, which is managed by the Delivery Authority and developed collaboratively and agreed by the Parties, covering the Works and other programmes and projects under the control of the Corporate Officers, which are key dependencies with the Works commencing on site;
“Intellectual Property Rights” or “IPRs”	means patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off;
“Intervention”	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;
“Inventory of Heritage Items, Collections of the Libraries and Goods”	has the meaning in clause 76.1.
“Joint Commissions’ Report”	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 th and 13 th July 2022 respectively;
“Joint Behaviour Charter”	means the joint behaviour charter at Appendix 2;
“Known Supplier”	means a supplier who has been added to an approved access list maintained by the Parliamentary Security Department (the “PSD”). The list is of suppliers who meet the criteria set by the Corporate Officers as determined by means of a physical security vetting process managed by the PSD;
“Law”	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;

“Members”	means Members of either House of Parliament;
“Monthly Programme Delivery Report”	means the report to be prepared and provided by the Delivery Authority on a monthly basis as described in Clause 88.7;
“Operational Authorities Document”	means the document at Appendix 3;
“Palace”	means the Palace of Westminster (and the term includes new or modified facilities within the Palace of Westminster where the context requires);
“Palace Works”	means works as defined in section 1(1)(a) of the Act;
“Parliamentary Business Resilience Group”	means the parliamentary body which directs and reviews business resilience policy, strategy and implementation across both Houses;
“Parliamentary Building Works (or “Works”)”	has the definition given in section 1(1) of the Act;
“Parliamentary Estate”	means all land and buildings belonging to, owned or controlled by the Corporate Officers (jointly or alone), including the Palace;
“Parliamentary Information Authority”	means the sub-committee of the House of Commons Executive Board and the House of Lords Management Board which has both a decision-making and assurance role. Its objective is to deliver increased benefits from Parliamentary information for members of both Houses, staff and the public, while containing the risk of inappropriate access to that information. It also provides a focus for informed decision making about the effective management and security of Parliament's information;
“Parliamentary Protective Marking Scheme”	means the Parliamentary protective marking scheme including any updates to the scheme made from time to time as agreed by the Standards Group;

“Performance Default”	means a default in performance under this Agreement notified to the Delivery Authority by the Corporate Officers in accordance with Clause 96;
“Personal Data”	as defined by the UK GDPR;
“Phase”	means Phase One or Phase Two of the Parliamentary Building Works, as the context requires;
“Phase One”	means phase one of the Parliamentary Building Works, being the period that: <ol style="list-style-type: none">begins with the first day on which any provision of section 1 of the Act comes into force, andends when Parliamentary approval is obtained for the purposes of section 7(2)(a) and (b) of the Act (approval relating to works and funding); and “Phase One Works” means the Parliamentary Building Works that are not Phase Two Works;
“Phase Two”	means phase two of the Parliamentary Building Works, being the period that: <ol style="list-style-type: none">begins when Parliamentary approval is obtained for the purposes of section 7(2)(a) and (b) of the Act; andends with completion of the Parliamentary Building Works; and “Phase Two Works” means the Parliamentary Building Works that are proposed to be carried out during Phase Two;
“Possession”	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));
“Procurement Policy”	means the procurement policy to be developed by the Delivery Authority in accordance with Clause 90;
“Programme”	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 “Programme” includes a reference to any part thereof;
“Programme Benefits”	means benefits to be delivered by the Programme in accordance with the Strategic Case;
“Programme Board”	has the meaning given to it in paragraph 40 of the Joint Commissions’ Report;
“Programme Delivery Agreement Group” or “PDAG”	means the group of that name established by the Parties in accordance with Clause 22;
“Programme Information Management System”	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;
“Programme Management Information”	has the meaning given in Clause 88.1;
“Programme Reporting Requirements”	means requirements for reporting to be agreed in accordance with Clause 88;
“Programme Requirements”	means the Task Briefs and/or Corporate Officers’ Phase Two Requirements;
“Programme Schedule”	means the single schedule for the Programme to be developed by the Delivery Authority as described in Clause 89;
“Programme Specific IPR”	means Intellectual Property Rights created by a contractor specifically for the purposes of the Programme;
“Programme Vision”	means the vision for the Programme to be developed in accordance with Clause 17;
“Quarterly Report”	means the report to be prepared and provided by the Delivery Authority on a quarterly basis as described in Clause 88.10;
R&R Steering Group	means the steering group established to oversee the Programme comprising officials from the Delivery Authority and the Corporate Officers;
“Regulatory Compliance Report”	means a report in accordance with Clause 28.4.3;
“Remedial Action Plan”	means a plan to be produced by the Delivery Authority in accordance with Clause 96;

“Representatives”	has the meaning given to it in Clause 13.1;
“Reserved Matters”	means those Reserved Matters as described in Clause 23.8 and Appendix 3;
“Revised Operational Authorities Document”	has the meaning given in Clause 23;
“Schemes of Authorities”	means the schemes of authorities as adopted by the Delivery Authority as amended from time to time;
“Section 2A Report”	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;
“Service Level Agreement” or (“SLA”)	means the service level agreement entered into by the Corporate Officers and the Delivery Authority as referred to in Clause 60 of this Agreement;
“Significant Risk”	means the occurrence or potential occurrence of an event which in the view of any party would likely materially jeopardise the reputation, duties or funding provision of one or both Parties;
“Sponsor Body”	has the meaning given to it in Recital B;
“Strategic Case”	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;
“Strategic Objective”	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;
“Supply Chain Management Strategy”	means the supply chain management strategy to be developed by the Delivery Authority in accordance with Clause 90;
“Task Brief”	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;
“Timely”	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;
“Transition Year”	has the meaning given in Clause 39.1;
“UK GDPR”	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;
“Working Day(s)”	means any day other than a Saturday, Sunday or public holiday in England and Wales;
Variation Procedure	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 in accordance with this clause 10 and consistent with clause 95.4. 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 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 Schedule 2 of this Agreement.

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 in materials which were (or are subsequently) created or which are shared with the Delivery Authority, in each case 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 (acknowledging that the Standards Group may agree derogations which are applicable to the Delivery Authority only) 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 and any appropriate Delivery Authority derogations. 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 approved Delivery Authority derogations) 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 (subject to any Delivery Authority derogations approved by the Standards Group) 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. For the avoidance of doubt, any archaeological discoveries made by the Delivery Authority or its contractors shall not be owned by the Delivery Authority or its contractors.

- 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 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 a Decanted Area Possession, will be accountable for the health and safety risks with regard to those premises or that Decanted Area 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 (including 'near misses') that occurs on a Programme worksite or on the Parliamentary Estate which

- (a) is reportable to the Health and Safety Executive, or
- (b) may affect the day to day operations or employees of the other Party and/or its contractors.

82.3 The Delivery Authority will:

82.3.1 observe, perform and discharge its obligations, requirements and duties arising under the CDM, including in its responsibilities as client (within the meaning of CDM);

82.3.2 procure that its Delivery Contractors adopt health, safety and wellbeing standards consistent with best industry practice;

82.3.3 not limit the Delivery Contractor's liability for breaches of health and safety Law; and

82.3.4 provide the Corporate Officers with information about its assurance regarding its performance of these duties; and

82.3.5 in respect of those areas of the Parliamentary Estate under the control of the Corporate Officers and not otherwise under the control of the Delivery Authority, adhere to the Corporate Officers' arrangements for permitting the Health and Safety Executive access to the Parliamentary Estate in respect of those areas only.

82.4 It is acknowledged that any Possession agreed pursuant to Schedule 4 (other than in respect of a Decanted Area Possession comprising the entire Palace of Westminster) will likely be located in close proximity to day-to-day operations of the Houses of Parliament and the Corporate Officers and/or in close proximity to maintenance works delivered by or on behalf of the Corporate Officers. In order to promote common ways of working and mitigate health and safety interface risks and fire risks between the Parties' respective areas of control or activity, the Parties shall, prior to the commencement of any Phase Two Works:

82.4.1 jointly develop and implement

- (a) health and safety processes;
- (b) a unified single source permit to work approval system, and
- (c) common minimum standards (where appropriate and as agreed by the Standards Group)

which in each case shall apply in respect of any works undertaken by any Party or their contractors in connection with the Palace of Westminster, and shall apply in particular to interface matters (including but not limited to):

- (i) fire related matters including coordination, monitoring and reporting;
- (ii) asbestos related matters including coordination, recording and monitoring;

- (iii) works in close proximity/shared boundary works;.
- (iv) services such as electrical, gas, water crossing, terminating, isolated or affecting the other Parties (or its contractors) area of control;.
- (v) access and egress requirements including crossing spaces controlled by another Party, or common space to ensure safe and coordinated transit and traffic management; and

82.4.2 in respect of each planned Possession, agree and document levels of access, roles and responsibilities (including routes of escalation and decision-making responsibility), having regard to the requirements of applicable legislation.

82.5 The approval system referred to at clause 82.4.1 shall be accessible to all Parties and their contractors and provide for a single source of approval for works to be undertaken by any Party within the Palace of Westminster. This system shall be controlled by the Corporate Officers during Phase One. Control of the system during Phase Two shall be agreed between the Parties, having regard to the extent and nature of the planned Phase Two works.

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 (including the arrangements detailed at clause 82.4);
 - 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 or which may affect the day to day operations or employees of the other Party and/or its contractors.
- 84.5 The Delivery Authority will on any Possession granted to it:
- 84.5.1 adopt, and ensure its contractors adopt, fire risk, mitigation and safety standards consistent with good industry practice;
 - 84.5.2 not limit its Delivery Contractors' and Delivery Sub-Contractors' liability for breaches of fire safety legislation; and
 - 84.5.3 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 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 Agreement should confer on any third party any rights, or any benefit or burden, arising out of this Agreement. For the avoidance of doubt, although the Parties do not consider this Agreement to be a contract, the provisions of the Contracts (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 INFORMATION SHARING, CONFIDENTIALITY AND USE OF PERSONAL DATA AND PROGRAMME DATA

PART 1 - GENERAL

1 DEFINITIONS

1.1 For the purposes of this Schedule 2 (which contain provisions agreed between the Parties for the sharing of information, confidentiality and use of Personal Data and Programme Data), the defined terms in the Agreement shall apply along with the following definitions:

Annex	means an annex to this Schedule;
Contractor	includes any person engaged by a Party to undertake work or to provide services or advice to, or to represent, the relevant Party, whether or not a binding contract is entered into between them;
Controller	shall take the meaning given in the UK GDPR;
Data Subject	shall take the meaning given in the UK GDPR;
Data Subject Request	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation;
Disclosing Party	The Party receiving a request under paragraph 2;
FOI Request	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);
Information	as defined in the FOIA;
Permitted Recipients	the Parties, the employees, staff and contractors working on behalf of each Party and any third parties engaged to perform obligations in connection with this Schedule;
Personal Data Breach	shall take the meaning given in the UK GDPR;
Processor	shall take the meaning given in the UK GDPR;
Programme Data	means data, information, Personal Data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including 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, and which is either: <ul style="list-style-type: none">(a) developed by the Delivery Authority or Corporate Officers or any of their contractors or sub-contractors for the purposes of, or in relation to, the Programme; or(b) shared by either Corporate Officer with the Delivery Authority or any of its contractors or

sub-contractors for the purposes of the Programme;

Requesting Party

the Party making a request under paragraph 2;

Security Incident

the occurrence of:

- (a) any unauthorised access to or use of the Programme Data; and/or
- (b) the loss (physical or otherwise) and/or unauthorised disclosure of any Programme Data;

Shared Personal Data

means Personal Data shared between the Parties;

Stated Purpose

the purpose for which Personal Data is shared between the Parties specified in Annex 2.

PART 2 – SHARING INFORMATION

2 COMPLIANCE WITH REQUESTS FOR INFORMATION

- 2.1 The Delivery Authority shall comply with a request made by either Corporate Officer or by the Corporate Officers acting jointly to provide information held by the Delivery Authority that the Corporate Officer or (as the case may be) the Corporate Officers reasonably need for the purpose of performing their functions under the Act or the Agreement.
- 2.2 The Corporate Officers shall comply with a request made by the Delivery Authority to provide information held by either of the Corporate Officers or by held jointly by both Corporate Officers that the Delivery Authority reasonably needs for the purpose of performing its functions under the Act or the Agreement.
- 2.3 The Disclosing Party shall use all reasonable endeavours to comply with a request as soon as reasonably practicable after its receipt.
- 2.4 Paragraphs 2.1 and 2.2 do not require the Disclosing Party to comply with a request where disclosure of the information to the Requesting Party would breach a duty of confidence or otherwise be unlawful.
- 2.5 If the Disclosing Party is unable to comply with a request it shall, as soon as reasonably practicable after its receipt, notify the Requesting Party of the reasons why it is unable to comply.
- 2.6 Paragraphs 2.1 and 2.2 have effect subject to paragraph 19 if making or complying with a request would require Personal Data to be processed.
- 2.7 Without prejudice to the generality of paragraphs 2.1 and 2.2, the Parties acknowledge that a Requesting Party may request the Disclosing Party to provide information about any of the following (non-exhaustive) list of matters, in particular—
 - 2.7.1 asset registers and associated data (including built and heritage asset data);
 - 2.7.2 commissioning requirements;
 - 2.7.3 estate data;
 - 2.7.4 facilities and logistics;
 - 2.7.5 governance;
 - 2.7.6 health and safety;
 - 2.7.7 planning;

- 2.7.8 programme information and reporting;
- 2.7.9 security;
- 2.7.10 stakeholder consultation data;
- 2.7.11 contractual and commercial;
- 2.7.12 financial;
- 2.7.13 working data; and
- 2.7.14 metadata and taxonomies;

provided that the Requesting Party reasonably needs the information concerned for the purpose of performing its functions under the Act or the Agreement.

3 QUALITY AND ACCURACY

- 3.1 Subject to paragraph 3.2, the Disclosing Party shall use reasonable endeavours to ensure that the information provided pursuant to request made under paragraph 2 is:
 - 3.1.1 of adequate quality;
 - 3.1.2 useable;
 - 3.1.3 correct; and
 - 3.1.4 not misleading as to any matter of fact.
- 3.2 If the Disclosing Party becomes aware that the information it has disclosed is inaccurate, it shall inform the Requesting Party without delay; and those Parties shall determine together whether, in consequence of the inaccuracy, there is a need to correct inaccurate other Programme Data.

4 AGREED STANDARDS

- 4.1 The Parties shall ensure that all information that is shared between the Parties is handled in accordance with the relevant information and data standards set out in the applicable Agreed Standards.
- 4.2 The Parties acknowledge that:
 - 4.2.1 the arrangements for standards as at the date of this Schedule are contained in the Agreement; and
 - 4.2.2 that in relation to standards for information systems, information and cyber security relevant to this Schedule, the Delivery Authority shall apply standards included in the Restoration and Renewal Information Governance Strategy.

PART 3 – HANDLING PROGRAMME DATA

5 RETENTION AND DELETION OF PROGRAMME DATA

- 5.1 Subject to paragraph 8 (Archiving), any Programme Data held by a Party that no longer needs to be retained shall be securely deleted by the relevant Party.
- 5.2 Subject to paragraph 8 (Archiving), the Delivery Authority shall securely delete any Programme Data shared by the Corporate Officers with the Delivery Authority that it no longer needs or on the instruction of the Corporate Officers.
- 5.3 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.

6 SECURITY INCIDENTS

- 6.1 If a Party becomes aware of a Security Incident relating to Programme Data held by that Party it shall promptly notify the other Party of that Security Incident in writing if it is reasonably considered by the Party in relation to whom the Security Incident has occurred that it could present a risk to the security, work and/or reputation of another Party or to the security, work and/or reputation of individuals who work in or for the other Party's organisation.
- 6.2 The obligation under paragraph 6.1 shall:
- 6.2.1 also apply if the Security Incident is caused by a contractor of the relevant Party; and
 - 6.2.2 include provision of further information to another Party in phases, as details become available.
- 6.3 Where the Security Incident constitutes a Personal Data Breach, paragraph 18 applies instead of paragraph 6.1.
- 6.4 A notice to the Corporate Officers under paragraph 6.1 is to be given to a designated person notified by the Corporate Officers in writing to the Delivery Authority; and a notice to the Delivery Authority is to be given to a designated person notified by the Delivery Authority in writing.
- 6.5 Each Party shall inform the other Party in writing of any changes of the details of the designated person.
- 6.6 For the purposes of this paragraph, the Corporate Officers shall be treated as one Party.

7 USE OF PHYSICAL RECORDS

- 7.1 The Parties agree that newly developed 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.

8 ARCHIVING

- 8.1 For the purposes of this paragraph 8, 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.
- 8.2 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.
- 8.3 Following a notification in accordance with paragraph 8.2, and subject to paragraph 8.4, 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.
- 8.4 If the Programme Data that the Corporate Officers consider to be of 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.
- 8.5 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 as part of the information sharing processes. The

Parliamentary Archives reserves the right to refer any request for access to, or copying or digitisation of, the collections to the information sharing processes where required.

PART 4 - CONFIDENTIALITY AND DISCLOSURE TO THIRD PARTIES

9 CONFIDENTIALITY

9.1 For the purposes of this Schedule, the term “Confidential Information” shall mean all information that is confidential or proprietary in nature in whatever media relating to:

- (a) the business, affairs, suppliers, plans, finances or intentions of a Party;
- (b) any operations, processes, product information, know how, building plans, cost plans, designs, trade secrets, technical data, software, or procurement processes;
- (c) any other information (including Programme Data) that is identified as being confidential or proprietary in nature, including information classified as being ‘Restricted’, equivalent or higher under the Parliamentary Protective Marking Scheme; and/or
- (d) any information, findings, data or analysis derived from information described in this paragraph 9.1.

but excludes any information which is in, or which enters into, the public domain otherwise than as a consequence of any breach of this Schedule.

9.2 The Delivery Authority undertakes that it shall not disclose to any person any Confidential Information of the Corporate Officers Officers (whether provided to the Delivery Authority by the Corporate Officers directly or provided by their contractor(s) on their behalf), except as permitted by paragraph 9.4 or 12, and subject to paragraph 1 of Appendix 5 to the Agreement and any additional conditions which may be imposed by the Corporate Officers as part of the information sharing processes. Such additional conditions are to be imposed, documented and recorded as part of the information sharing processes. The Parties acknowledge the principle that any such additional conditions should not preclude or prevent the Delivery Authority from complying with its functions under the Act or this Agreement. Where the Delivery Authority may disagree with any condition imposed as part of the information sharing processes as referred to in this paragraph 9.2, and such disagreement cannot be resolved through the operation of the mechanisms in the information sharing processes, the Delivery Authority shall be permitted to raise a Dispute pursuant to clause 97 of this Agreement, and in considering such Dispute regard shall be had to the respective Parties’ statutory obligations.

9.3 The Corporate Officers undertake that they shall not disclose to any person any Confidential Information of the Delivery Authority (whether provided to the Corporate Officers by the Delivery Authority directly or provided by its contractor(s) on its behalf), except as permitted by paragraph 9.4 or 12, and subject to any additional conditions which may be imposed by the Delivery Authority as part of the information sharing processes. Such additional conditions are to be imposed, documented and recorded as part of the information sharing processes. The Parties acknowledge the principle that any such additional conditions should not preclude or prevent the Corporate Officers from complying with their functions under the Act or this Agreement. Where the Corporate Officers may disagree with any condition imposed as part of the information sharing processes as referred to in this paragraph 9.3, and such disagreement cannot be resolved through the operation of the mechanisms in the information sharing processes, the Corporate Officers shall be permitted to raise a Dispute pursuant to clause 97 of this Agreement, and in considering such Dispute regard shall be had to the respective Parties’ statutory obligations.

9.4 The Delivery Authority may, subject to paragraph 1 of Appendix 5 to the Agreement and any conditions that may be imposed under paragraph 9.2, disclose the Confidential

Information of the Corporate Officers, and the Corporate Officers may, subject to any conditions that may be imposed under paragraph 9.3, disclose the Confidential Information of the Delivery Authority:

- 9.4.1 to its or their employees, officers, contractors, representatives or advisers who need to know such information for the purposes of exercising the Party's functions under the Act or the Agreement. 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 9 and where applicable paragraph 10 (Protective Marking and Handling) and in the case of contractors paragraph 11;
 - 9.4.2 as may be required by Law, to a court of competent jurisdiction or any governmental or regulatory authority; or
 - 9.4.3 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.
- 9.5 The Parties acknowledge that the disclosure to External Stakeholders of information graded above Unrestricted is to be avoided as far as possible. Where it is reasonably necessary to share with External Stakeholders information graded Restricted and above in connection with the performance by the Delivery Authority of its functions under the Act or its obligations under this Agreement ('the purpose'), then such disclosure must be in accordance with the requirements of this Schedule 2 and paragraph 1 of Appendix 5. Prior to any such sharing the Delivery Authority shall consider and take steps to limit the information to be shared that is graded Restricted and above to that which is reasonably necessary for the purpose and shall, so far as reasonably practicable, exclude or redact any information graded Restricted and above contained within such documents that do not need to be shared in connection with the purpose.

10 PROTECTIVE MARKING AND HANDLING

- 10.1 The Delivery Authority shall at all times comply with the Parliamentary Protective Marking Scheme, including any updates to the Parliamentary Protective Marking Scheme as agreed by the Standards Group.
- 10.2 In accordance with paragraph 28 (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.

11 CONFIDENTIALITY AGREEMENT FOR CONTRACTORS

- 11.1 The Delivery Authority shall enter into a confidentiality agreement substantially in the form of one of the agreements set out at Annex 1 with all contractors who work on the Programme or ensure terms no less onerous than those at Annex 1 are included in the applicable contract with that contractor ("the alternative confidentiality terms"). Such a contract must also include terms conferring rights on the Corporate Officers to enforce the alternative confidentiality terms, unless such rights are conferred by means of a collateral warranty entered into between the contractor and the Corporate Officers.

12 SHARING WITH EXTERNAL STAKEHOLDERS AND OTHER THIRD PARTIES

- 12.1 The Delivery Authority and/or the Corporate Officers may, subject to the remainder of this paragraph 12, paragraph 1 of Appendix 5 and any conditions that may be imposed under paragraph 9.2 or 9.3, share Confidential Information with local planning authorities for the purpose of obtaining planning permission or listed building consent, or with other External Stakeholders in each case where required and to the extent necessary for the purposes of exercising that Party's functions under or in connection with the Agreement or the Act.

- 12.2 Subject to paragraphs 12.3 to 12.5, before sharing with an External Stakeholder under paragraph 12.1 any Confidential Information, the Delivery Authority shall use its reasonable endeavours to enter into a confidentiality agreement with the External Stakeholder in relation to that information substantially in the form of one the Short Form Non-Disclosure Agreement (External Stakeholder) set out at Annex 1. The Delivery Authority shall provide the Corporate Officer with:
- 12.2.1 a copy of every such agreement; and
 - 12.2.2 on request, details of the identified information disclosed pursuant to the agreement.
- 12.3 In the case of a local planning authority or other type of public authority a confidentiality agreement shall not be required pursuant to paragraph 12.2 provided that the Delivery Authority is satisfied that the local planning authority or other type of public authority concerned has in place sufficient arrangements to safeguard the security of the information. In determining whether the arrangements are sufficient, the Delivery Authority shall have regard in particular to whether the authority has in place adequate measures to ensure that the information on disclosure will be:
- 12.3.1 shared only with those who reasonably need to see it in the performance of their duties;
 - 12.3.2 used only for the purpose for which it is disclosed;
 - 12.3.3 not published on a publicly accessible website or on the authority's intranet;
 - 12.3.4 stored securely and in a controlled manner;
 - 12.3.5 not stored on a data server outside the UK or the EEA;
 - 12.3.6 retained only for the period required by the planning or public authority;
 - 12.3.7 (in relation to any Personal Data) anonymised where possible and considered on a case-by-case basis to ensure that personal data is processed in accordance with data protection legislation, in particular the principle of data minimisation.
- 12.4 For the purposes of paragraph 12.3, "other type of public authority" includes the following:
- 12.4.1 Historic England (Historic Buildings and Monuments Commission for England) including its advisory services (such as Greater London Archaeology Advisory Service (GLAAS)) and its advisory committees such as Historic England Advisory Committee (HEAC) and London Advisory Committee (LAC); English Heritage;
 - 12.4.2 International Council on Monuments and Sites UK (ICOMOS UK) including UNESCO;
 - 12.4.3 Other heritage statutory consultees including Ancient Monuments Society, Council for British Archaeology, Society for the Protection of Ancient Buildings, Georgian Group, Victorian Society, Twentieth Century Society, Gardens Trust and amenity societies (all of which are planning consultees);
 - 12.4.4 Environment Agency; Marine Management Organisation; Port of London Authority; Natural England; Transport for London (TfL) and London Underground Limited (LUL); Greater London Authority (GLA), National Highways;
 - 12.4.5 External Stakeholders which are central government departments including Department of Culture Media and Sport (DCMS), Department of Levelling Up Housing and Communities (DLUHC);

- 12.4.6 Crown Estate, The Royal Parks;
 - 12.4.7 Dean and Chapter of Westminster Abbey and St Margaret's (or appropriate corporate body), the Supreme Court, Methodist Central Hall;
 - 12.4.8 Other councils that are not local planning authorities for the purposes of the Programme but are affected by the Programme and are planning consultees as a result e.g. London Borough of Lambeth;
 - 12.4.9 The Metropolitan Police Service and the National Protective Security Authority;
 - 12.4.10 London Fire Brigade and Crown Premises Fire Safety Inspectorat, and
 - 12.4.11 such other bodies as may be agreed between the Parties from time to time.
- 12.5 Where an External Stakeholder (other than a local planning authority or other type of public authority) declines to enter into such a confidentiality agreement under paragraph 12.2, the Delivery Authority may not disclose Confidential Information to that External Stakeholder unless the Corporate Officers agree in advance to the disclosure.
- 12.6 Subject to paragraph 12.7, the Parties further acknowledge that Programme Data may be shared by the Delivery Authority with other third parties for knowledge sharing purposes connected with the delivery of the Programme; and in that circumstance the Delivery Authority shall:
- 12.6.1 take into account guidance in the Parliamentary Protective Marking Scheme about the sharing of information and data;
 - 12.6.2 take account of the confidentiality of the Programme Data;
 - 12.6.3 only share the Programme Data to the extent necessary to achieve the aim of the knowledge sharing;
 - 12.6.4 ensure the Programme Data is shared securely; and
 - 12.6.5 keep a record of what Programme Data is shared, with whom and when.
- 12.7 The Delivery Authority shall obtain the consent of the Corporate Officers before sharing any Confidential Information for knowledge sharing purposes; and the Corporate Officers may give consent subject to compliance with specified conditions (including that the third party must enter into a confidentiality agreement with the Delivery Authority substantially in the form of one of the confidentiality agreements set out in Annex 1).

PART 5 – FREEDOM OF INFORMATION

13 FOI AND EIR REQUESTS

- 13.1 The Parties acknowledge that:
- 13.1.1 each Party is subject to its own separate obligations in respect of the requirements of the FOIA and the EIR;
 - 13.1.2 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 Schedule does not create a relationship of master/servant in respect of any information; and
 - 13.1.3 any Party might hold Information which is not accessible to another Party.
- 13.2 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.
- 13.3 As the House of Lords and the House of Commons are public bodies within the meaning of the FOIA and the EIR, the Delivery Authority should be aware that all information

received by the Corporate Officers may be subject to a request under the FOIA and the EIR and will be dealt with accordingly.

- 13.4 As the Delivery Authority is a public body by virtue of Part 6 of Schedule 1 to the FOIA, the Corporate Officers should be aware that all information that received by the Delivery Authority may be subject to a request under the FOIA and/or EIR and will be dealt with accordingly.
- 13.5 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.
- 13.6 The Parties shall consider if it is necessary to put in place a protocol regarding responses to FOI Requests.

14 PUBLICATION SCHEME

- 14.1 In accordance with the FOIA, the Delivery Authority shall publish and maintain a publication scheme regarding Information held by the Delivery Authority.

PART 6 - PERSONAL DATA

15 APPLICATION

- 15.1 This Part applies to Personal Data shared between the Parties, whether pursuant to a request made under paragraph 2 or otherwise.

16 RELATIONSHIP

- 16.1 Each Party is a Controller in its own right in respect of the processing is carries in relation to Shared Personal Data.
- 16.2 Each Party, when acting as a Controller, shall be responsible for compliance with its own obligations under Data Protection Legislation.
- 16.3 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.

17 DATA PROTECTION OFFICERS

- 17.1 The Data Protection Officer of each Party is as follows:

Party	Data Protection Officer	Contact details
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 Compliance	hcinformationcompliance@parliament.uk
Delivery Authority	Head of Corporate Governance	externalinformationrequests@r-r.org.uk

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

18 SUPERVISORY AUTHORITY AND BREACH REPORTING

18.1 If a Party (or any of their contractors) becomes aware of a Personal Data Breach relating to Shared Personal Data and that Party determines that such Personal Data Breach should be reported to the Information Commissioner's Office (ICO), that Party shall promptly notify in writing the relevant Data Protection Officer of the other Party or Parties of the Personal Data Breach and of the notification to the ICO and Data Subjects if applicable.

19 BASIS FOR SHARING, PURPOSE AND RETENTION

19.1 Annex 2 specifies:

19.1.1 the Party that who may share Personal Data with another Party;

19.1.2 the purposes for which Personal Data may be shared;

19.1.3 the types of Personal Data that may be shared;

19.1.4 the lawful bases for sharing Personal Data.

19.2 Shared Personal Data may not be used by the Party receiving it except for the Stated Purpose. If any of the Parties wishes to use Shared Personal Data for another purpose, it may be necessary for the Parties to vary this Schedule.

19.3 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.

19.4 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.

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

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

19.7 Any such review of 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.

20 PRIVACY NOTICES

20.1 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 Schedule.

20.2 The Parties shall regularly review their respective Privacy Notices to ensure that they accurately reflect the sharing of Personal Data under this Schedule.

21 DATA SUBJECT RIGHTS

- 21.1 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.
- 21.2 Where a Party receives a Data Subject Request for the erasure of Personal Data, the Party receiving the request shall promptly inform the other Party of the erasure request if any of the Personal Data specified in the request is contained in information that has been shared with the other Party.
- 21.3 The Parties acknowledge that each Party in its role as a Controller remains responsible for compliance with Data Subject Rights.

22 USE OF PROCESSORS

- 22.1 The Parties acknowledge that each Party as a Controller may appoint Processor(s) to process Personal Data on its behalf.
- 22.2 In accordance with paragraph 28, the Delivery Authority shall flow down the relevant provisions of this Schedule to any Data Processor.

23 REVIEW OF PERSONAL DATA SHARING PROVISIONS

- 23.1 When reviewing this Schedule pursuant to paragraph 27, the Parties shall in particular consider whether:
- 23.1.1 the sharing of Personal Data is still necessary and justified;
 - 23.1.2 there have been any changes in how the Personal Data is being shared that needs to be communicated to Data Subjects;
 - 23.1.3 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 5.3 of this Schedule are still being applied correctly;
 - 23.1.4 Data Subjects are still able to effectively exercise their Data Subject Rights in respect of the Shared Personal Data; and
 - 23.1.5 there have been any queries or complaints from Data Subjects and if these have been handled correctly.

PART 7 – MANAGEMENT, GOVERNANCE AND REVIEW

24 PRINCIPLES

- 24.1 The Parties shall cooperate and ensure that this Schedule 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.
- 24.2 Throughout the duration of the Agreement, the Parties shall use reasonable endeavours to improve the quality of the relevant Programme Data where necessary.
- 24.3 All Parties shall be responsible for data security and adhering to best practice standards.

25 GOVERNANCE

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

26 DATA EXCHANGE PROCESS

- 26.1 Each Party shall ensure it has the capability to share data and information with the other Parties securely and in accordance with this Schedule.

27 REVIEW

- 27.1 This Schedule shall be reviewed in accordance with clause 5 of the Agreement.
- 27.2 Following any such review, the Parties, acting reasonably and in good faith, shall agree any amendments required to ensure:
- 27.2.1 compliance with Law;
 - 27.2.2 compliance with regulatory guidance; and
 - 27.2.3 that this Schedule reflects the factual reality of the information and data sharing between the Parties, including the details set out at Annex 2.
- 27.3 The Parties acknowledge that, in accordance with paragraph 27.2.3, further details may need to be added to this Schedule to reflect the details and standards relevant to the sharing of Programme Data.

28 FLOW DOWN TO CONTRACTORS

- 28.1 The Delivery Authority shall ensure that all of the obligations which are imposed on the Delivery Authority under each paragraph of this Schedule shall, to the extent applicable, be flowed down to all contractors and subcontractors engaged by the Delivery Authority, including all requirements relating to Processors as set out at paragraph 22 (Use of Processors).

Schedule 2 Annex 1 – Non-Disclosure Agreements for Contractors and External Stakeholders

Dated [insert date] 20[]

(1) Restoration and Renewal Delivery Authority Ltd

and

(2) [Recipient]

Non-Disclosure Agreement (Contractor One-Way)

This Agreement is dated [insert date] 20[]

Between:

- (1) **Restoration and Renewal Delivery Authority Ltd** whose company number is 12559954 and registered office is at Elm Yard, 10-16 Elm Street, London, WC1X 0BJ (**“Delivery Authority”**) and
- (2) **[Recipient]** [incorporated and registered in England and Wales with company number [insert number] whose registered office is at [insert address]] (**“Recipient”**),
- (together the **“Parties”** and each a **“Party”**).

Background

- (A) By virtue of the Parliamentary Buildings (Restoration and Renewal) Act 2019 (**“Act”**) as amended and supplemented by the Parliamentary Works Sponsor Body (Abolition) Regulations 2022, the Delivery Authority has been established for the purpose of formulating proposals for and carrying out the programme of Parliamentary building works as defined in section 1(1) of the Act (**“Programme”**).
- (B) The Delivery Authority is a private company limited by guarantee whose sole member, and only guarantor, is the Corporate Officer of the House of Lords and the Corporate Officer of the House of Commons (acting jointly).
- (C) The Parties intend to enter into discussions relating to the Permitted Purpose which shall involve the disclosure of certain confidential information from the Delivery Authority to the Recipient.
- (D) The Parties have agreed to comply with this agreement in connection with the disclosure and use of Confidential Information.

Agreed Terms

1. DEFINITIONS AND INTERPRETATION

1.1. In this agreement (except where the context requires otherwise)

‘Business Day’

means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**‘Confidential
Information’**

means all information that is confidential or proprietary in nature, including (but not limited to):

- (a) all information in whatever form (including oral, written, electronic and visual form) which is disclosed by or acquired from the Delivery Authority or the Parliamentary Parties, their Representatives and/or any person acting on their behalf before, on or after the date of this agreement;
- (b) analyses, compilations, studies or other documents prepared by the Recipient or a Representative which contain or otherwise reflect or are generated from any of the information specified in paragraph (a) above;
- (c) the existence and contents of this agreement and of communications, discussions and negotiations relating to the Permitted Purpose;
- (d) information gleaned by the Recipient while present on any part of the Parliamentary estate or any other premises occupied by the Delivery Authority, or from the IT systems of the Delivery Authority or the Parliamentary Parties; and
- (e) any other information that is identified as being of a confidential nature including information marked as being ‘Restricted’, or equivalent, under the **Parliamentary Protective Marking Scheme** (meaning the Parliamentary protective marking scheme including any updates to the scheme from time to time),

but excludes any information:

- (i) which is in, or which enters into, the public domain otherwise than as a consequence of any breach of any undertaking contained in or given pursuant to this agreement;

(ii) was available to the Recipient on a non-confidential basis prior to disclosure by the Delivery Authority; or

(iii) which the Delivery Authority confirms in writing is not confidential,

and all references to Confidential Information in this agreement shall be to the full or any part or parts of such Confidential Information as the context permits.

‘Data Protection Laws’ means the UK GDPR, the Data Protection Act 2018, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) as amended and all law and regulations relating to processing of personal data and privacy in force from time to time in the UK.

‘Parliamentary Parties’ means the Corporate Officers of the House of Lords and the House of Commons.

‘Permitted Purpose’ means the [TO BE COMPLETED IN EVERY INSTANCE] in relation to the Programme.

‘Programme Delivery Agreement’ means the programme delivery agreement, as may be amended from time to time, and entered into by the Parliamentary Parties and the Delivery Authority pursuant to the requirements of the Parliamentary Buildings (Restoration and Renewal) Act 2019 as amended and supplemented by the Parliamentary Works Sponsor Body (Abolition) Regulations 2022

‘Representative’ means in relation to any person;

- (a) its directors, officers, employees, consultants and professional advisers;
- (b) and anyone seconded to such person.

‘UK GDPR’ has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

- 1.2. In this agreement (unless the context requires otherwise)
- 1.2.1. reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made from time to time under that statute or statutory provision
 - 1.2.2. ‘including’, ‘includes’ or ‘in particular’ means including, includes or in particular without limitation;
 - 1.2.3. ‘written’ or writing’ includes emails;
 - 1.2.4. references to a person includes bodies corporate, unincorporated associations and partnerships (whether or not any of them have a separate legal personality);
 - 1.2.5. the singular includes the plural and vice versa.

2. UNDERTAKING

- 2.1. In consideration for Confidential Information being made available to the Recipient as part of the discussions or negotiations regarding the Permitted Purpose, the Recipient undertakes to the Delivery Authority and the Parliamentary Parties that the Recipient shall comply with the terms of this agreement.

3. RECIPIENT’S OBLIGATIONS

- 3.1. Subject to clause 4 and clause 5, the Recipient shall:
- 3.1.1. keep the Confidential Information secret and confidential;
 - 3.1.2. protect it against theft, damage, loss and unauthorised access (including access by electronic means);
 - 3.1.3. not use or exploit the Confidential Information in any way except for the Permitted Purpose;
 - 3.1.4. 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;

- 3.1.5. not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the Permitted Purpose;
- 3.1.6. not use, reproduce, transform or store the confidential information in an externally accessible computer or electronic retrieval system or transmit it in any form or by any means outside its usual places of work (and between such places);
- 3.1.7. apply the security measures and degree of care to Confidential Information as may reasonably be required by the Delivery Authority, and in the absence of any such requirements apply the same security measures and degree of care to the Confidential Information as the Recipient applies to its own confidential information, which the Recipient warrants as providing adequate protection from unauthorised copying or use;
- 3.1.8. use any information disclosed pursuant to this agreement in accordance with Data Protection Laws; and
- 3.1.9. not transfer any information disclosed pursuant to this agreement outside of the United Kingdom or European Economic Area unless prior written consent has been obtained from the Delivery Authority. The Delivery Authority may impose conditions on any consent given under this Clause and require evidence of compliance with the conditions to be provided before the transfer takes place.

4. PERMITTED DISCLOSURES

- 4.1. The Recipient may disclose the Confidential Information to its Representatives where such disclosure is necessary for the Permitted Purpose provided that it:
 - 4.1.1. informs those Representatives of the confidential nature of the Confidential Information prior to any disclosure; and
 - 4.1.2. procures that those Representatives comply with the confidentiality obligations in clause 3 of this agreement as if they were the Recipient; and
 - 4.1.3. procures that, if those Representatives are not employees or officer holders of the Recipient and the Delivery Authority (acting reasonably) so requests, the relevant Representatives enter into a confidentiality agreement with the Delivery Authority on terms equivalent to those contained in this agreement.
- 4.2. The Recipient shall be liable for the acts or omissions of the Representatives in relation to the Confidential Information as if they were the acts or omissions of the Recipient.

5. MANDATORY DISCLOSURE

- 5.1. The Recipient may disclose Confidential Information to the minimum extent required pursuant to:
- 5.1.1. an order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or any taxation authority of competent jurisdiction
 - 5.1.2. the rules of any listing authority or stock exchange on which its shares are listed;
 - 5.1.3. the laws or regulations of any country to which its affairs are subject; or
 - 5.1.4. a requirement of Parliament, Parliamentary Committees or Parliamentary Parties pursuant to the Act or the Programme Delivery Agreement.
- 5.2. The Recipient shall notify the Delivery Authority of the disclosure of any Confidential Information pursuant to clause 5.1 to the extent permitted by law. Such notification shall be in writing and shall be prior to any disclosure or where prior notification is not possible the Recipient shall inform the Delivery Authority as soon as is reasonably practicable.

6. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

- 6.1. If so requested by the Delivery Authority at any time by notice in writing to the Recipient, the Recipient shall promptly:
- 6.1.1. destroy or return to the Delivery Authority all documents and materials (and any copies) containing, reflecting, incorporating or based on the Confidential Information;
 - 6.1.2. to the extent technically, economically and legally practicable, erase all the Confidential Information which is stored in electronic form on its computers, communications systems and devices used by it, as well as systems and data storage services provided by third parties; and
 - 6.1.3. certify in writing to the Delivery Authority that it has complied with the requirements of this clause 6.1 and, if not, the reasons why it has not done so.

7. RESERVATION OF RIGHTS

- 7.1. The Delivery Authority reserves all rights in its Confidential Information and the Recipient agrees that neither this agreement nor the supply of any Confidential Information amounts to granting the Recipient any licence, interest or right in respect

of any intellectual property rights of the Delivery Authority or the Parliamentary Parties beyond the use of Confidential Information for the Permitted Purpose.

- 7.2. Except as expressly stated in this agreement, the Delivery Authority or the Parliamentary Parties makes no express or implied warranty or representation concerning Confidential Information provided to the Recipient, including the accuracy or completeness of the Confidential Information.
- 7.3. The disclosure of Confidential Information by the Delivery Authority shall not form any offer by, or representation or warranty on the part of the Delivery Authority to enter into any further agreement with the Recipient in relation to the Permitted Purpose or otherwise.

8. INADEQUACY OF DAMAGES

- 8.1. Without prejudice to any other rights that the Delivery Authority may have, the Recipient agrees and acknowledges that damages alone would not be an adequate remedy for any breach of the terms of this agreement. The Delivery Authority shall be entitled to apply for any injunctive or equitable relief, including specific performance in respect of any actual or threatened breach of this agreement by the Recipient.

9. INDEMNITY

- 9.1. The Recipient agrees that it shall be responsible for any breach of this agreement by its directors, officers, recipients, agents, employees and Representatives and it agrees to indemnify the Delivery Authority for any costs, expenses, losses, liabilities, damages or other sum arising from any such breach.

10. FUTURE OBLIGATIONS

- 10.1. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute one Party the agent of the other, or authorise one Party to make or enter into commitments for or on behalf of the other.
- 10.2. Nothing in this agreement nor any future negotiations commits either Party to proceed with any further transaction in connection with the Permitted Purpose.

11. ANTI-BRIBERY

- 11.1. The Recipient shall (and shall procure that all of its employees, sub-contractors and persons engaged for the Permitted Purpose who may be in receipt of Confidential Information shall):

11.1.1. 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”); and

11.1.2. comply with the Delivery Authority’s Fraud, Bribery, Theft and Corruption Policy (as shall be provided by the Delivery Authority upon the Recipient’s request).

12. ASSIGNMENT AND OTHER DEALINGS

12.1. The Recipient shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights or obligations under this agreement.

12.2. This agreement is binding on, and shall apply for the benefit of, the Parties’ personal representatives, successors in title and permitted assignees.

13. ENTIRE AGREEMENT

13.1. This agreement constitutes the entire agreement between the Parties relating to its subject matter, and supersedes and extinguishes all previous agreements, representations, warranties and understanding whether written or oral, between the Parties relating to that subject matter.

14. VARIATION

14.1. Any variation or waiver of any of the terms of this agreement shall not be binding unless in writing, expressed to amend this agreement and signed by or on behalf of both Parties.

15. DURATION

15.1. This agreement shall remain in force until stated otherwise by the Delivery Authority and, in any event, shall remain in force for six (6) years from the later of:

15.1.1. the date of execution of this agreement;

15.1.2. the disclosure of Confidential Information to the Recipient.

16. SEVERABILITY

16.1. Should any provision of this agreement be held to be invalid, illegal or unenforceable, either wholly or partially, such provision shall be deemed not to form part of this agreement, but the enforceability of the remainder of this agreement shall not be affected.

17. NOTICES

- 17.1. Any notice or other communication given to a Party under or in connection with this agreement shall be:
- 17.1.1. in writing;
 - 17.1.2. delivered by hand, by pre-paid first-class post or another next working day delivery services or sent by email; and
 - 17.1.3. sent to:
 - 17.1.3.1. the Delivery Authority at: Elm Yard, 10-16 Elm Street, London, WC1X 0BJ, commercial@r-r.org.uk
 - 17.1.3.2. the Recipient at: [insert address/e-mail address here]
or to any other address or e-mail address as is notified in writing by one Party to the other from time to time.
- 17.2. Any notice or other communication sent by either Party to the other shall be deemed to have been received by that other Party:
- 17.2.1. if delivered by hand, at the time it is left at the relevant address;
 - 17.2.2. if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and
 - 17.2.3. if sent by email, at the time of transmission, or, if this time falls outside of business hours in the place of receipt, when business hours resume. In this Clause, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 17.3. 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.

18. NON-WAIVER

- 18.1. No failure or delay in exercising or enforcing any provision under this agreement or by law shall be deemed a waiver of that or any provision, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

19. THIRD PARTY RIGHTS

- 19.1. The Parliamentary Parties shall benefit from, and be entitled to enforce, the terms of this agreement as if they were the Delivery Authority.
- 19.2. Subject to clause 19.1 and 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.

20. GOVERNING LAW AND JURISDICTION

20.1. This agreement shall be read and construed in accordance with the law of England and Wales and the Parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

21. COUNTERPARTS AND DELIVERY

21.1. This agreement may be executed in any number of counterparts, and by each Party of separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this agreement by email attachment shall be an effective mode of delivery.

SIGNED on behalf of

[RECIPIENT]

by an authorised signatory

Signature:.....

Name:.....

SIGNED on behalf of

RESTORATION AND RENEWAL DELIVERY AUTHORITY LTD

by an authorised signatory

Signature:.....

Name:.....

Dated [insert date] 20[]

(1) Restoration and Renewal Delivery Authority Ltd

and

(2) [Counterparty]

Mutual Non-Disclosure Agreement (Contractor Two-Way)

This Agreement is dated [insert date] 20[]

Between:

- (1) **Restoration and Renewal Delivery Authority Ltd** whose company number is 12559954 and registered office is at Elm Yard, 10-16 Elm Street, London, WC1X 0BJ (**“Delivery Authority”**) and
- (2) **[Counterparty]** [incorporated and registered in England and Wales with company number [insert number] whose registered office is at [insert address]] (**“Counterparty”**),
- (together the **“Parties”** and each a **“Party”**).

Background

- (A) By virtue of the Parliamentary Buildings (Restoration and Renewal) Act 2019 (**“Act”**) as amended and supplemented by the Parliamentary Works Sponsor Body (Abolition) Regulations 2022, the Delivery Authority has been established for the purpose of formulating proposals for and carrying out the programme of Parliamentary building works as defined in section 1(1) of the Act (**“Programme”**).
- (B) The Delivery Authority is a private company limited by guarantee whose sole member, and only guarantor, is the Corporate Officer of the House of Lords and the Corporate Officer of the House of Commons (acting jointly).
- (C) The Parties intend to enter into discussions relating to the Permitted Purpose which shall involve the exchange of certain confidential information between them.
- (D) The Parties have agreed to comply with this agreement in connection with the disclosure and use of Confidential Information.

Agreed Terms

1. DEFINITIONS AND INTERPRETATION

- 1.1. In this agreement (except where the context requires otherwise)

‘Business Day’

means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

‘Confidential Information’

means all information that is confidential or proprietary in nature, including (but not limited to):

- (a) all information in whatever form (including oral, written, electronic and visual form) which is disclosed by or acquired from the Discloser (and where the Discloser is the Delivery Authority, all information from the Parliamentary Parties) their Representatives and/or any person acting on their behalf before, on or after the date of this agreement;
- (b) analyses, compilations, studies or other documents prepared by the Recipient or a Representative which contain or otherwise reflect or are generated from any of the information specified in paragraph (a) above;
- (c) the existence and contents of this agreement and of communications, discussions and negotiations relating to the Permitted Purpose;
- (d) information gleaned by the Recipient while working on the Discloser’s premises or on its IT systems (and where the Discloser is the Delivery Authority, information gleaned while present on any part of the Parliamentary estate or any other premises occupied by the Delivery Authority, or from the IT systems of the Delivery Authority or the Parliamentary Parties); and
- (e) any other information that is identified as being of a confidential nature including information marked as being ‘Restricted’, or equivalent, under the **Parliamentary Protective Marking Scheme** (meaning the Parliamentary protective

marking scheme including any updates to the scheme from time to time),

but excludes any information:

- (i) which is in, or which enters into, the public domain otherwise than as a consequence of any breach of any undertaking contained in or given pursuant to this agreement;
- (ii) was available to the Recipient on a non-confidential basis prior to disclosure by the Discloser; or
- (iii) which the Discloser confirms in writing is not confidential,

and all references to Confidential Information in this agreement shall be to the full or any part or parts of such Confidential Information as the context permits.

- ‘Data Protection Laws’** means the UK GDPR, the Data Protection Act 2018, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) as amended and all law and regulations relating to processing of personal data and privacy in force from time to time in the UK.
- ‘Discloser’** means a Party to this agreement when it discloses its Confidential Information, directly or indirectly, to the other Party.
- ‘Parliamentary Parties’** means the Corporate Officers of the House of Lords and the House of Commons.
- ‘Permitted Purpose’** means the **[TO BE COMPLETED IN EVERY INSTANCE]** in relation to the Programme.
- ‘Programme Delivery Agreement’** means the programme delivery agreement, as may be amended from time to time, and entered into by the

Parliamentary Parties and the Delivery Authority pursuant to the requirements of the Parliamentary Buildings (Restoration and Renewal) Act 2019 as amended and supplemented by the Parliamentary Works Sponsor Body (Abolition) Regulations 2022

‘Recipient’ means a Party to this agreement when it receives Confidential Information, directly or indirectly, from the other Party.

‘Representative’ means in relation to any person;

- (c) its directors, officers, employees, consultants and professional advisers;
- (d) and anyone seconded to such person.

‘UK GDPR’ has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

1.2. In this agreement (unless the context requires otherwise)

1.2.1. reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made from time to time under that statute or statutory provision

1.2.2. ‘including’, ‘includes’ or ‘in particular’ means including, includes or in particular without limitation;

1.2.3. ‘written’ or writing’ includes emails;

1.2.4. references to a person includes bodies corporate, unincorporated associations and partnerships (whether or not any of them have a separate legal personality);

1.2.5. the singular includes the plural and vice versa.

2. UNDERTAKING

2.1. In consideration for the Discloser making Confidential Information available to the Recipient as part of the discussions or negotiations regarding the Permitted Purpose, the Recipient undertakes to the Discloser (and where the Discloser is the Delivery

Authority, undertakes to the Parliamentary Parties) that the Recipient shall comply with the terms of this agreement.

3. RECIPIENT'S OBLIGATIONS

3.1. Subject to clause 4 and clause 5, the Recipient shall:

- 3.1.1. keep the Confidential Information secret and confidential;
- 3.1.2. protect it against theft, damage, loss and unauthorised access (including access by electronic means);
- 3.1.3. not use or exploit the Confidential Information in any way except for the Permitted Purpose;
- 3.1.4. 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;
- 3.1.5. not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the Permitted Purpose;
- 3.1.6. not use, reproduce, transform or store the Confidential Information in an externally accessible computer or electronic retrieval system or transmit it in any form or by any means outside its usual places of work (and between such places);
- 3.1.7. apply the same security measures and degree of care to the Confidential Information as the Recipient applies to its own confidential information, which the Recipient warrants as providing adequate protection from unauthorised copying or use;
- 3.1.8. use any information disclosed pursuant to this agreement in accordance with Data Protection Laws; and
- 3.1.9. not transfer any information disclosed pursuant to this agreement outside of the United Kingdom or European Economic Area unless prior written consent has been obtained from the Discloser.

4. PERMITTED DISCLOSURES

- 4.1. The Recipient may disclose the Confidential Information to its Representatives where such disclosure is necessary for the Permitted Purpose provided that it:
 - 4.1.1. informs those Representatives of the confidential nature of the Confidential Information prior to any disclosure; and

- 4.1.2. procures that those Representatives comply with the confidentiality obligations in clause 3 of this agreement as if they were the Recipient; and
 - 4.1.3. procures that, if those Representatives are not employees or officer holders of the Recipient and the Discloser (acting reasonably) or Parliamentary Parties so requests (where the Delivery Authority is the Discloser), the relevant Representatives enter into a confidentiality agreement with the Discloser and/or Parliamentary Parties (where the Delivery Authority is the Discloser) on terms equivalent to those contained in this agreement.
- 4.2. The Recipient shall be liable for the acts or omissions of its Representatives in relation to the Confidential Information as if they were the acts or omissions of the Recipient.

5. MANDATORY DISCLOSURE

- 5.1. The Recipient may disclose Confidential Information to the minimum extent required pursuant to:
- 5.1.1. an order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or any taxation authority of competent jurisdiction
 - 5.1.2. the rules of any listing authority or stock exchange on which its shares are listed;
 - 5.1.3. the laws or regulations of any country to which its affairs are subject; or
 - 5.1.4. where the Recipient is the Delivery Authority, a requirement of Parliament, Parliamentary Committees or Parliamentary Parties pursuant to the Act or the Programme Delivery Agreement.
- 5.2. The Recipient shall notify the Discloser of the disclosure of any Confidential Information pursuant to clause 5.1 to the extent permitted by law. Such notification shall be in writing and shall be prior to any disclosure or where prior notification is not possible the Recipient shall inform the Discloser as soon as is reasonably practicable.

6. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

- 6.1. If so requested by the Discloser or Parliamentary Parties (where the Discloser is the Delivery Authority) 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 Confidential Information;

- 6.1.2. to the extent technically, economically and legally practicable, erase all the Confidential Information which is stored in electronic form on its computers, communications systems and devices used by it, as well as systems and data storage services provided by third parties; and
- 6.1.3. certify in writing to the Discloser that it has complied with the requirements of this clause 6.1 and, if not, the reasons why it has not done so.

7. RESERVATION OF RIGHTS

- 7.1. Each party reserves all rights in its Confidential Information and agrees that neither this agreement nor the supply of any Confidential Information amounts to granting the other party any licence, interest or right in respect of any of its intellectual property rights (and in respect of the Delivery Authority, the intellectual property rights of the Parliamentary Parties) beyond the use of Confidential Information for the Permitted Purpose.
- 7.2. Except as expressly stated in this agreement, neither party or the Parliamentary Parties makes any express or implied warranty or representation concerning Confidential Information provided to the other, including the accuracy or completeness of the Confidential Information.
- 7.3. The disclosure of Confidential Information by a Party shall not form any offer by, or representation or warranty on the part of that Party to enter into any further agreement with the other Party in relation to the Permitted Purpose or otherwise.

8. INADEQUACY OF DAMAGES

- 8.1. Without prejudice to any other rights that each Party may have, each Party agrees and acknowledges that damages alone would not be an adequate remedy for any breach of the terms of this agreement. Each Party shall be entitled to apply for any injunctive or equitable relief, including specific performance in respect of any actual or threatened breach of this agreement.

9. INDEMNITY

- 9.1. Each Party agrees that it shall be responsible for any breach of this agreement by its directors, officers, recipients, agents, employees and Representatives and each Party agrees to indemnify the other Party for any costs, expenses, losses, liabilities, damages or other sum arising from any such breach.

10. FUTURE OBLIGATIONS

- 10.1. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute one party the agent of the other, or authorise one party to make or enter into commitments for or on behalf of the other.
- 10.2. Nothing in this agreement nor any future negotiations commits either party to proceed with any further transaction in connection with the Permitted Purpose.

11. ANTI-BRIBERY

- 11.1. Each Party shall (and shall procure that all of its employees, sub-contractors and persons engaged for the Permitted Purpose who may be in receipt of Confidential Information shall):
- 11.1.1. 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”); and
- 11.1.2. comply with the Delivery Authority’s Fraud, Bribery, Theft and Corruption Policy (as shall be provided by the Delivery Authority upon the Counterparty’s request).

12. ASSIGNMENT AND OTHER DEALINGS

- 12.1. Neither Party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights or obligations under this agreement.
- 12.2. This agreement is binding on, and shall apply for the benefit of, each Party’s personal representatives, successors in title and permitted assignees.

13. ENTIRE AGREEMENT

- 13.1. This agreement constitutes the entire agreement between the Parties relating to its subject matter, and supersedes and extinguishes all previous agreements, representations, warranties and understanding whether written or oral, between the Parties relating to that subject matter.

14. VARIATION

- 14.1. Any variation or waiver of any of the terms of this agreement shall not be binding unless in writing, expressed to amend this agreement and signed by or on behalf of both Parties.

15. DURATION

15.1. This agreement shall remain in force until agreed in writing by the Parties and, in any event, shall remain in force for six (6) years from the later of:

15.1.1. the date of execution of this agreement;

15.1.2. the disclosure of Confidential Information by the Discloser to the Recipient.

16. SEVERABILITY

16.1. Should any provision of this agreement be held to be invalid, illegal or unenforceable, either wholly or partially, such provision shall be deemed not to form part of this agreement, but the enforceability of the remainder of this agreement shall not be affected.

17. NOTICES

17.1. Any notice or other communication given to a Party under or in connection with this agreement shall be:

17.1.1. in writing;

17.1.2. delivered by hand, by pre-paid first-class post or another next working day delivery services or sent by email; and

17.1.3. sent to:

17.1.3.1. the Delivery Authority at: Elm Yard, 10-16 Elm Street, London, WC1X 0BJ, commercial@r-r.org.uk

17.1.3.2. the Counterparty at: **[insert address/e-mail address here]**

or to any other address or e-mail address as is notified in writing by one party to the other from time to time.

17.2. Any notice or other communication sent by either Party to the other shall be deemed to have been received by that other Party:

17.2.1. if delivered by hand, at the time it is left at the relevant address;

17.2.2. if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and

17.2.3. if sent by email, at the time of transmission, or, if this time falls outside of business hours in the place of receipt, when business hours resume. In this clause, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

17.3. 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.

18. NON-WAIVER

18.1. No failure or delay in exercising or enforcing any provision under this agreement or by law shall be deemed a waiver of that or any provision, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

19. THIRD PARTY RIGHTS

19.1. The Parliamentary Parties shall benefit from, and be entitled to enforce, the terms of this agreement as if they were the Delivery Authority.

19.2. Subject to clause 19.1 and 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.

20. GOVERNING LAW AND JURISDICTION

20.1. This agreement shall be read and construed in accordance with the law of England and Wales and the Parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

21. COUNTERPARTS AND DELIVERY

21.1. This agreement may be executed in any number of counterparts, and by each Party of separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this agreement by email attachment shall be an effective mode of delivery.

SIGNED on behalf of

[Counterparty]

by an authorised signatory

Signature:.....

Name:.....

SIGNED on behalf of

RESTORATION AND RENEWAL DELIVERY AUTHORITY LTD

by an authorised signatory

Signature:.....

Name:.....

Dated [insert date] 20[]

(1) Restoration and Renewal Delivery Authority Ltd

and

(2) [Counterparty]

**Short Form Non-Disclosure Agreement
(External Stakeholder)**

This Agreement is dated [insert date] 20[]

Between:

(1) **Restoration and Renewal Delivery Authority Ltd** whose company number is 12559954 and registered office is at Elm Yard, 10-16 Elm Street, London, WC1X 0BJ (**“Delivery Authority”**) and

(2) **[Recipient]** [incorporated and registered in England and Wales with company number [insert number] whose registered office is at [insert address]] (**“Recipient”**),

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

AGREEMENT - CONFIDENTIALITY

1. As part of a wider programme of engagement with affected stakeholders and/or neighbours to support a future planning application, the Delivery Authority wishes to share Confidential Information with the Recipient in connection with the proposed works to restore the Palace of Westminster and/or the proposed works for the provision of temporary accommodation in the vicinity of Westminster (‘the Purpose’).
2. For the purposes of this Agreement, ‘Confidential Information’ means all confidential or proprietary information (in whatever form) relating to the Purpose which the Delivery Authority directly or indirectly discloses, or makes available, to the Recipient before, on or after the date of this Agreement. This includes any information derived from the Confidential Information and any other information that is identified by the Delivery Authority or its professional advisers as being of a confidential or proprietary nature (including any Confidential Information marked ‘Restricted’ or ‘Highly Restricted’).
3. In consideration of the Delivery Authority agreeing to disclose Confidential Information, the Recipient undertakes (subject to clauses 1.5 and 1.6):
 - a) to keep the Confidential Information secret and confidential and not to disclose it to any third party (directly or indirectly) except to its professional advisers who need to know the same for the Purpose, and who know and agree they owe a duty of confidence to the Delivery Authority and who are bound by obligations equivalent to those in this Agreement;
 - b) not to use the Confidential Information for any purpose except the Purpose and not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the Permitted Purpose, without first obtaining the written agreement of the Delivery Authority;

4. The undertakings in clause 3 will continue in force until the expiry of the period of six [6] years after the date of disclosure.
5. The Recipient may disclose the Confidential Information to any of its officers, employees and advisers that need to know the relevant Confidential Information for the Purpose only, provided that the Recipient procures that each such person to whom the Confidential Information is disclosed complies with the obligations set out in this Agreement as if they were the Recipient;
6. Nothing in this Agreement will prevent the Recipient from making any disclosure of the Confidential Information required by law or by any competent authority.
7. The Recipient will, on request from the Delivery Authority, return all copies and records of the Confidential Information to the Discloser and will not retain any copies or records of the Confidential Information.
8. Neither this Agreement nor the supply of any information grants the Recipient any licence, interest or right in respect of any intellectual property rights of the Delivery Authority except the right to copy the Confidential Information solely for the Purpose.
9. The Recipient acknowledges and agrees that:
 - a) the Confidential Information may not be accurate or complete and the Delivery Authority makes no warranty or representation (whether express or implied) concerning the Confidential Information, or its accuracy or completeness; and
 - b) damages alone would not be an adequate remedy for any breach of the terms of this Agreement by the Recipient. Accordingly, the Delivery Authority shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this Agreement.
10. The Corporate Officer of the House of Commons and/or the Corporate Officer of the House of Lords shall benefit from, and be entitled to enforce, the terms of this agreement as if they were the Delivery Authority.
11. This agreement shall be read and construed in accordance with the law of England and Wales. The Courts of England and Wales will have exclusive jurisdiction to deal with any dispute which may arise out of, or in connection with, this Agreement.

SIGNED on behalf of

[RECIPIENT]

by an authorised signatory

Signature:.....

Name:.....

SIGNED on behalf of

RESTORATION AND RENEWAL DELIVERY AUTHORITY LTD

by an authorised signatory

Signature:.....

Name:.....

Schedule 2 Annex 2 - Shared Personal Data

<p>1. The Parties who may share Personal Data</p> <ul style="list-style-type: none"> • The Corporate Officer of the House of Commons and/or the Corporate Officer of the House of Lords may share Personal Data with the Delivery Authority • The Delivery Authority may share Personal Data with the Corporate Officer of the House of Commons and/or the Corporate Officer of the House of Lords
<p>2. The purposes for which personal data may be shared</p> <p><u>Purpose A</u></p> <p>For the purpose of facilitating the performance of a Party's functions under the Act and/or the Agreement:</p> <ul style="list-style-type: none"> • in connection with the secondment of employees between the Parties; or • as part of security clearance and vetting checks or audits thereof in respect of the Delivery Authority staff (including job applicants) or the staff of the Delivery Authority's contractors, in each case as required under the Agreement or applicable policies. <p><u>Purpose B</u></p> <p>For the purpose of facilitating the performance of a Party's functions under the Act and/or the Agreement in connection with:</p> <ul style="list-style-type: none"> • External Stakeholder management under clause 15 of the Agreement; • the coordinated communications set out in clause 63 of the Agreement; • supporting consultation when developing and implementing its statutory consultation strategy and any revisions pursuant to section 5 of the Act. • 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. <p>Sharing of such Personal Data in relation to either Purpose may occur on more than one occasion throughout the course of the Programme.</p>
<p>3. The types of Personal Data that may be shared</p> <p><u>In relation to Purpose A</u></p> <ul style="list-style-type: none"> • Personal data of staff of the Delivery Authority or of its contractors (including job applicants); • Personal data of staff of the House of Commons, the House of Lords or a Joint Department of both Houses. <p><u>In relation to Purpose B</u></p> <ul style="list-style-type: none"> • data attributes (including contact details) associated with the individuals identified and agreed by all Parties as key points of contact for Programme related activities, including External Stakeholders; • data attributes (including contact details) associated with the individuals identified and agreed by the Parties in current and future versions of the member consultation strategy (which may include details of Members of the House of Commons and their

staff, Members of the House of Lords and their staff, staff of either House and staff of Joint Departments);

- data relating to Parliamentary stakeholders' use of accommodation, including their:
 - accommodation schedules; and
 - space utilisation data.

4. The lawful bases for sharing Personal Data

- The processing is necessary for the performance of a contract to which the data subject is party.
- The processing is necessary for compliance with a legal obligation to which the controller is subject.
- The processing is necessary for the performance of a task carried out in the public interest (namely, the exercise of a function conferred on a person by an enactment or rule of law).

To the extent that any special categories of personal data are processed as part of the Data Sharing, the following grounds apply:

- the processing is necessary for the purposes of carrying out the obligations and exercising specific rights of the controller or of the data subject in the field of employment and social security and social protection law in (if authorised by law);
or
- the processing is necessary for reasons of substantial public interest (if authorised by law).

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

Representative	Area(s) of Competence
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.
An agreement in relation to a Worksite Possession or Decanted Area Possession in an appropriate form agreed pursuant to Clause 58.1	The agreement documenting the agreed arrangements in relation to the Delivery Authority occupying a Worksite Possession or Decanted Area Possession
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 Possession or Decanted Area Possession shall not be handed over to the Delivery Authority until the Possession Table and relevant agreement provided for in accordance with Clause 58.1 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 in accordance with Clause 58.1.

POSSESSION TABLE

Duty/Responsibility	Party Responsible and Accountable
Security outside the boundary of the site, including monitoring of cameras and alarms and response	
People access to the site	
Checking, screening and control of vehicles, equipment and consignments into and out of the site	
Security within the site	
Fire risk	
Health and safety	
Signage (Internal/External)	
Power and utilities	

Broadband and communications facilities	
Reporting and information of progress to users or those inconvenienced	
Care of items within the site	
Asbestos management	

Schedule 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 the property is 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 (excluding VAT) 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

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

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.¹
- 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]² [(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.

¹ 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 .

² 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:

- 1 THE CONTRACTOR; AND
 - 2 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:

Name

Position/Office

Signature

SIGNED and **DELIVERED** as a **DEED** and **THE OFFICIAL 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

- 1.1. The Archives Relocation Programme, the procurement of any off-site storage facility, the decant of House of Commons Library Collections 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). The House of Lords Library will retain responsibility for its Collections during the decant period and will be responsible for their return to the Palace at the designated time as agreed by the Parties. Requirements for the House of Lord's Library Collections' 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

- 4.1. 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.
- 4.2. 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

- 5.1. 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

- 6.1. 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.
- 6.2. 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.
- 6.3. 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.
- 6.4. 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.
- 6.5. 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.
- 6.6. 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.
- 6.7. 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.
- 6.8. 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.
- 6.9. 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.
- 6.10. 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.

- 6.11. 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.
- 6.12. 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

- 7.1. 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).
- 7.2. The Parties will cooperate on the planning for the reoccupation of the Palace of Westminster in respect of the Items.
- 7.3. Arrangements for moving the Items back to the Parliamentary Estate following the completion of the Works are to be agreed between the Parties

Programme Delivery Agreement errata:

The Parties wish subsequently wish to record their understanding that Appendix 6 (clause 2.1) of the Programme Delivery Agreement should read as follows:

The House of Commons Library and the House of Lords Library will retain responsibility for their respective Collections during the decant period and will be responsible for their return to the Palace at the designated time as agreed by the Parties. Requirements for the House of Commons Library Collections' and the House of Lord's Library Collections' 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.