

SCHEDULE 9

OPTION Z ADDITIONAL CONDITIONS OF CONTRACT

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The Z clauses referred to in the Project Appointment purchase order are as follows:

Clause Z1 Amendments to this contract

Clause 10 Actions

Add new Clause 10.2

10.2 The *Consultant* does not assign, transfer or charge the benefit of this contract or any part of it or any benefit or interest under it without the prior agreement of the *Employer*.

10.3 The parties do not intend that any person who is not a party to this contract should have the right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract.

Clause 11 Identified Terms

Clause 11.2 (13)

Add the following text to the end of Clause 11.2(13)

“The *staff rates* shall be inclusive of the following:

- Annual and statutory holidays
- Sickness absence
- Any other payroll burdens
- Employer's NI
- Employer's pension
- Any benefit in kind
- Profit
- Overhead
- Health care
- Life insurance/assurance
- Bonus
- Car and car allowance
- Fuel and fuel allowance
- Subscriptions
- Overtime
- Travelling time and expenses
- Accommodation
- Entertaining
- Any other payment”

Clause 11.2(14)

Insert new Clause 11.2(14)

“Eligible expenses shall exclude all of the items included in the staff rates listed in Clause 11.2(13)”

Clause 11.2(15) Insert new Clause 11.2(15)
CDM Regulations are the Construction (Design & Management) Regulations 2015.

Clause 11.2(16) Insert new Clause 11.2(16)
Documents are data, records, reports, documents, manuals, designs, drawings, charts, plans, specifications, models calculations, software, bills of quantity and other Services or materials of any nature in any form or medium (excluding proprietary software).

Clause 11.2(17) Insert new Clause 11.2(17)
Intellectual Property Rights are any current and future legal and equitable interests in patents, trade marks, design rights, copyright, database, know-how and other similar rights, whether or not registered

or capable of registration in any party of the world.

Clause 11.2 (19)

Insert new Clause 11.2(19)
Data Protection Act means the Data Protection Act 1988

Clause 11.2 (20)

Insert new Clause 11.2(20)
FOIA means collectively the Freedom of Information Act 2000 and the Environmental Information Regulations 2004

Clause 11.2 (21)

Insert new Clause 11.2(21)
Personal Data means any personal data as defined in the DPA which is supplied to the *Consultant* by the Council or obtained by the *Consultant* in the course of performing the Services.

Clause 12

Interpretation and the law

Amend sub-clause 12.1:

At the end of the clause remove the full stop and add “and any references to any statute or statutory instrument include any amendment or re-enactment of it from time to time and any subordinate legislation or code of practice made under it.”

Clause 12.2

Delete clause 12.2 and replace with the following:

“This contract is governed by the laws of England and Wales as applied in Wales”

Clause 13

Communications

Add new sub-clause 13.9:

The Parties do not disclose to any third party information obtained in connection with this contract except where necessary to enable them to carry out their duties under this contract.

Add new sub-clause 13.10:

The *Consultant* does not publicise the *Services* without the *Employer's* prior written consent.

Clause 21

The Consultant's Obligations

Clause 21.2

Delete clause 21.2 and insert the following new clause:

The *Consultant* warrants to the *Employer* that it has complied, and will at all times comply, with the terms of this contract and any specifications

or requirements included or referred to in this contract and that it has exercised, and will continue to exercise, the degree of skill, care and diligence reasonably to be expected from a competent professional designer or combination of designers, holding himself or themselves out as being competent to carry out similar design services.

Clause 21.3 Replace the word “*expenses*” with “*eligible expenses*”

Clause 21.4 Replace the word “*expenses*” with “*eligible expenses*”

Clause 21.5 Insert new clause 21.5:

"Save to the extent obliged to do otherwise under or pursuant to the contract, the *Consultant* will not specify for use and use reasonable skill, care and diligence to ensure that sub-consultants (including but not limited to the Other Consultants) do not specify for use in the Services any materials or substances which at the time of specification are not approved or not recommended or are identified as being deleterious, in the particular circumstances in which they are specified for use in accordance with the provisions of the guide entitled "Good Practice in the selection of construction materials" prepared by Ove Arup and Partners and current at the time of specification . If the *Consultant* becomes aware that any such materials are being used or specified in relation to the Services the *Consultant* will notify the *Employer* in writing as soon as practicable

Clause 21.6 Insert the following new clause:

Assignment by the *Employer*

The *Employer* shall *be* free to assign, novate, transfer, sub-contract or otherwise dispose of any or all of its rights and obligations under this Contract and the *Consultant* shall enter into such deeds of novation in respect thereof as the *Employer* shall reasonably require.

Assignment by the *Consultant*

This Agreement is personal to the *Consultant* and the *Consultant* shall not be entitled to assign, novate, transfer or otherwise dispose of any or all of its rights and obligations under this Contract.

Clause 24 Subconsulting

Clause 24.1 Add the following text to clause 24.1 immediately before the first word in line 1:

“The *Consultant* shall not sub-let all of the Services or the duties and obligations under this Deed and shall not sub-let any portion of the Services or the duties and obligations under this Deed without the written consent of the *Employer*.”

At the end of clause 24.1 add the following text:

“The *Consultant* is and remains liable for the acts and omissions of any of its sub-consultants including the tortious acts and omissions of the sub-consultants.”

Clause 24.3 Delete the first bullet point “an NEC contract is proposed” on line 3.

Clause 24.5 Insert the following new clause:

“Where this clause sets out reasons for not accepting the Subconsultant, these reasons shall not be deemed to be an exhaustive list and the *Employer* shall be entitled to reject a Subconsultant for any other reason.”

Clause 25.5 Insert the following new clause:

(1) Subject to the following provisions of this *contract*, all Intellectual Property Rights in the Documents in any medium which have been created and/or developed by or on behalf of the *Consultant* in the course of performing its obligations under this contract will remain vested in the *Consultant* or whomever created and/or developed the

relevant Documents.

(2) The *Consultant* grants (or, if such a grant cannot legally take place until a later date, agrees to grant) to the *Employer*, with effect from the date of this contract or in the case of any of the Intellectual Property Rights not yet in existence with effect from the creation of such Intellectual Property Rights, an irrevocable, royalty-free, non-exclusive licence (such licence to remain in full force and effect notwithstanding the completion of the *Consultant's* obligations or the termination of this contract or any dispute under this contract) to use the Intellectual Property Rights and to reproduce all Documents and the designs contained within them for any purpose whatsoever connected with the Services including, but without limitation, the execution, completion, maintenance, letting, advertisement, modification, extension, reinstatement and repair of the Services. Such licence will carry the right to grant sub-licences and will be transferable to third parties.

(3) The *Consultant* will not grant to any third party the right to use any of the Documents save under any warranty it is obliged to give or as otherwise required to enable it to fulfil its obligations under this contract.

(4) The *Consultant* will not be liable for any use the *Employer* may make of the Documents for any purpose other than the purposes set out in clause 22.2.

(5) The *Consultant* warrants that the Documents (save to the extent that duly authorised sub-Consultants or sub-consultants have been used to prepare the same) are the *Consultant's* own original work and that in any event their use in connection with the Services will not infringe the rights of any third party. The *Consultant* further warrants that where duly authorised sub-Consultants or sub-consultants are used their work will be original and that the *Consultant* will obtain the necessary consents in relation to clause 22.2.

(6) The *Consultant* agrees on reasonable request at any time and following reasonable prior written notice to give to the *Employer*, or those authorised by the *Employer*, access to the Documents and to provide copies (including CAD drawings, details, designs, charts, specifications, plans, reports, models, bills of quantity, calculations, software input files) of the Documents at the *Employer's* expense.

(7) The *Consultant* waives and agrees not to assert (and to procure that any sub-Consultants and sub-consultants do likewise) all moral rights in the Documents under Part 1 Chapter IV of the Copyright,

Designs and Patents Act 1988 or any re-enactment or modification of it.

3 Time

Clause 31 The Programme

Amend sub-clause 31.2: After the 1st bullet add new bullet:

- decisions required from Others that constrain the timing of the *Consultant's* work.

Clause 50 Assessing the Amount Due

Clause 50.3 Replace the word “*expenses*” with “*eligible expenses*”

51 Payment

Add new sub-clause 51.5: Where under this contract any sum of money is recoverable from or payable by the *Consultant* such sum may be deducted from or reduced by the amount of any sum or sums then due or which may at any time become due to the *Consultant* under this contract or any other contract with the *Employer*.

Clause 52 Accounts and Records

Clause 52.1 Replace the word “*expenses*” with “*eligible expenses*”

Clause 52.2 Replace the word “*expenses*” with “*eligible expenses*”

6 Compensation Events

Clause 60 Compensation Events

Amend sub-clause 60.1: In sub-clause 60.1(2) add before the full stop “unless the *Consultant's* act or default has caused or contributed to the *Employer's* inability to give possession”

Clause 60.1(11) Delete the 4th and 5th bullet points from

“an experienced consultant[to] stated in this contract”

Clause X1 Price adjustment factor

Clause X1.1

Delete clause X1.1 and insert the following new clause:

“Staff rates are fixed at the Contract Date and are not variable with changes in salary paid to individuals.

On each anniversary of the Commencement Date and not more frequently than on subsequent anniversaries of such date, the *Consultant* may request to the Client, giving no less than 45 working days notice, that the fee rates chargeable are reviewed and adjusted by the percentage change increase (if any) in the Office for National Statistics’ Services Producer Price Index (SPPI) for 7112000000 Architectural and Engineering Services. The calculation is based against the annual increase in the closest complete year for contracts awarded after each anniversary date.

The *Consultant* is able to offer a rate saving based upon the above criteria if they wish.

The percentage increase will be taken to the first two decimal points without any rounding up or down.

Clause X1.3

**Price Adjustment
Option C**

Clause not used. Delete

Clause X1.4

**Price Adjustment
Option G**

Clause not used. Delete

Clause X1.5

**Compensation events
Options A, C and G
(Lump sum items on the
task schedule only)**

Clause not used. Delete

Clause X1.6

Expenses Adjustment

Delete clause X1.2 and insert the following new clause:

“If payment rates for any of the *eligible expenses* are fixed at the Contract Date and are not otherwise adjustable for inflation, each amount due after the 1st April includes an amount for *eligible expenses* adjustment which is the sum of

- the change in fixed *eligible expenses* since the last assessment of the amount due multiplied by the price adjustment factor calculated at the 1st April and
- the amount for *eligible expenses* adjustment included in the previous amount due.”

Clause Z2 CONSULTANTS AND SUBCONSULTANTS

Z2.1 The *Consultant* shall forthwith upon execution thereof provide the *Employer* with a copy of the deed of appointment (the terms of which shall have been previously approved in writing by the *Employer*) entered into with any Subconsultant. The *Consultant* may continue to provide design services to the *Employer* in relation to the Services.

Z2.2 If the *Consultant* shall terminate the appointment of the Subconsultant referred to in Z2.1 hereof, the *Consultant* shall forthwith give notice in writing to the *Employer* of such event and as soon as practicable appoint or employ a substitute to be approved by the *Employer* such approval not to be unreasonably withheld or delayed. The *Consultant* shall procure the execution by such substitute of deeds of warranty on like terms to those provided in additional condition Z5 (as the case may be) upon the appointment of any such substitute and deliver the same forthwith to the *Employer*.

Clause Z3 Y(UK)2

Clause Y2.4 Delete this clause

Clause Z4 PARENT COMPANY GUARANTEE

Insert a new additional condition of contract as follows:

Z4.1 It is a condition precedent to the obligation of the *Employer* to pay any sums under this contract that the *Consultant* has delivered to the *Employer* an executed parent company guarantee in the form set out in **Appendix [Insert]** to this contract duly executed as a deed by the *Consultant's* ultimate parent;

Clause Z5 COLLATERAL WARRANTIES

Insert a new additional condition of contract as follows:

Z5.1 "At the request of the *Employer*, whether before or after the completion of the Services, the *Consultant* shall execute as deeds and deliver to the *Employer*, within twenty-one days of any such request any or all of the following one or more deeds of warranty in the form set out in **Appendix [Insert]** to this contract with such amendments as the *Employer* may reasonably require in favour of:

- (a) a party or parties purchasing the premises comprising the Services or any part thereof;
- (b) a party or parties taking, a lease of the premises comprising the Services or any part thereof;
- (c) a party or parties providing finance to the *Employer* in connection with the Services, or any such purchaser or lessee of any part of the Services; and
- (d) the *Employer* or its successors, in the event the *Employer* or its successor assigns or novates this contract.

Z5.2 If the *Consultant* fails to execute and deliver any such deed pursuant to additional condition Z5.1 above, within a further seven days of the *Employer's* final request, the *Employer* may execute such deed on the *Consultant's* behalf, and the *Consultant* hereby appoints the *Employer* as the *Consultant's* attorney for the purpose of executing any such deed and the *Consultant* agrees to ratify and confirm any act done by the *Employer* pursuant to this power of attorney, and agrees that this power is irrevocable pursuant to Section 4, Powers of Attorney Act 1971."

Z5.3 If the Consultant fails to execute and deliver any such deed pursuant to this additional condition Z5.1 then the Employer shall be entitled to withhold payment of any sums due under this Contract for any Subconsultant until such collateral warranties are provided.

Clause Z6 NOVATION

Insert a new additional condition of contract as follows:

Z6.1 If requested by the *Employer*, the *Consultant* shall within 7 days of the request, enter into deeds of novation in the form set out at **Appendix [Insert]** with a Contractor that the *Employer* has requested to enter into deeds of novation with the *Consultant*.

Clause Z7 DATA PROTECTION AND FREEDOM OF INFORMATION

Insert a new additional condition of contract as follows:

Z7.1 In relation to all Personal Data the *Consultant* shall:

Z7.1.1 comply with the DPA as a data controller if necessary, including maintaining a valid and up to date registration or notification under the DPA covering the data processing to be performed in connection with this contract;

Z7.1.2 procure that any sub-Consultant shall only undertake processing of Personal Data reasonably required in connection with this contract;

Z7.1.3 allow the Employer to audit the Consultant's compliance with the requirements of this Clause on reasonable notice and/or to provide the Employer with evidence of its compliance with the obligations set out in this Clause.

Z7.1.4. indemnify and keep indemnified the Employer against all claims and proceedings and all liability, loss, costs and expenses incurred in connection therewith by the Employer as a result of any claim made or brought by any individual or other legal person in respect of any loss, damage or distress caused to that individual or other legal person as a result of the Consultant's unauthorised processing, unlawful processing, destruction of and/or damage to any Personal Data processed by the Consultant, its employees or agents in the Consultant's performance of the

Services or as otherwise agreed between the parties. The parties agree to use all reasonable efforts to assist each other to comply with the Data Protection Act. For the avoidance of doubt, this includes the *Consultant* providing the *Employer* with reasonable assistance in complying with subject access requests served on the *Employer* under Section 7 of the 1998 Act and the *Consultant* consulting with the *Employer* prior to the disclosure by the *Consultant* of any Personal Data in relation to such requests.

Z7.3 The *Consultant* understands that under the FOIA, the *Employer* has certain obligations which may mean that certain parts of this contract and other documents may be disclosed to third parties. The *Consultant* shall assist the *Employer* at no additional charge in meeting requests for information which may be made in connection with FOIA in order to answer a disclosure request within the time for compliance set out in Section 10 of the FOIA. The provisions of this Clause shall apply during the continuance of this contract and indefinitely after its expiry or termination.

Clause Z8 EQUAL OPPORTUNITIES

Insert a new additional condition of contract as follows:

Z8.1 The *Consultant* shall operate an equal opportunities policy and at all times comply with the Equality Act 2010, Human Rights Act 1998 and the Part Time Workers (Prevention of Less Favourable Treatment) Regulations 2000 as may be amended from time to time. The *Consultant* shall not treat one group of people less favourably than others because of their colour, race, ethnic origin, gender, sexual orientation, disability, age or religion in relation to decisions to recruit, train or promote staff.

Z8.2 The *Consultant* acknowledges that the *Employer* has produced and has approved policies in respect of equal opportunities, copies of which are available from the *Employer* on request. The *Consultant* will be responsible for complying with these policies in so far as they relate to the services or any part of them.

Z8.3 The *Consultant* shall take all reasonable steps to ensure that all agents and sub-consultants or sub-consultants engaged in the delivery of the Services do not unlawfully discriminate and comply with the provisions equivalent to those set out in this clause.

Clause Z9 AUDIT

Insert a new additional condition of contract as follows:

Z9.1 The *Consultant* shall keep or cause to be kept full and accurate records of all material relating to:

The fees, costs, rates and any other financial information relating to the performance of the *Consultant* under this contract; and

Evidence that any quality procedures and processes (including any evidence in support of the obligation to deliver continuous improvement) that are in place are being adhered to; and

All management information provided to the *Employer* in respect of this contract;

Z9.2 The *Employer* shall be entitled to inspect and examine the records of all material referred to in Clause Z9.1 without notice at any time. The *Consultant* shall provide to the *Employer* all such facilities as the *Employer* may require for such inspection and examination.

Clause Z10 CONFIDENTIALITY

Insert a new additional condition of contract as follows:

Z10.1 The *Consultant* must at all times keep confidential, treat as privileged and not directly nor indirectly make or allow any disclosure of or use of any provision of this contract or any information relating to any provision or subject matter of the Services or any information directly or indirectly obtained from another party under or in connection with this contract.

Z10.2 The *Consultant* shall not take any photograph film tape or other recording of the Services or publish the same without the *Employer's* prior written consent.

Z10.3 Save where authorized in writing by the *Employer* prior to any communication the *Consultant* and its personnel shall not make any press announcements or publicise its involvement in the Services or any part thereof in any way nor shall it respond to any media or other request for

information relating to the Services.

Z10.4 Save where authorized in writing by the *Employer* prior to any communication neither the Consultant nor any of its personnel shall be entitled to record anything connected with the Services or to make public any record of anything related to the Services. Any records that the Consultant may be required to make pursuant to this contract shall be the property of the *Employer* and shall be handed over to the *Employer* on demand.

Z10.5 The Consultant: has the right to use the Scope or any other material relating to the services only for the purposes of providing the services and may make this right available to Sub-consultants.

Clause Z11 CORRUPT GIFTS

Insert a new additional condition of contract as follows:

Z11.1 The *Consultant* shall:

at all times comply with the terms and conditions of the Consultancy Framework. For the avoidance of doubt any conflict between the said Framework and this Agreement shall be interpreted in line with this Agreement”

Z11.2 The *Consultant* does not:

- offer or give to any person in the service of the *Employer* any gift or consideration of any kind as an inducement or reward in relation to the obtaining or execution of this contract or any other contract with the *Employer* or for showing favour or disfavour to any person in relation to this contract or any other contract with the *Employer*, or
- enter into this contract or any other contract with the *Employer* if, in connection with this contract or any such other contract, commission has been paid or an agreement for the payment of commission has been made by him or on his behalf or to his knowledge.

Z11.3 The *Consultant* shall and shall procure that all persons associated with it or involved in the provision of the Services shall:

- a) comply with all applicable laws, statutes, regulations and codes

relating to anti-bribery and anti-corruption (“Relevant Requirements”), including the Bribery Act 2010 and not do, or omit to do, any act that may cause or lead the Employer to be in breach of any of the Relevant Requirements;

- b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such an activity, practice or conduct had been carried out in the UK;
- c) have and shall maintain in force throughout the Term its own policies and procedures including adequate procedures under the Bribery Act 2012, to ensure compliance with the Relevant Requirements and clause 18.1(b) and shall enforce them where appropriate;
- d) promptly report to the *Employer* any request or demand for any undue financial or other advantage of any kind received by the Company in connection with the performance of this agreement; and

The *Consultant* shall indemnify the *Employer* in respect of any breach by the *Consultant* of this clause Z11.

Clause Z12 PROCUREMENT ON BEHALF OF COUNCIL

Z12.1 Where the *Consultant* is required to secure the provision of goods and services on behalf of the *Employer* this shall be effected in accordance with the *Employer's* standing orders and financial regulations.

Clause Z13 PROFESSIONAL INDEMNITY INSURANCE

Insert a new additional condition of contract as follows:

"Z13.1 Without prejudice to the *Consultant's* obligations under this contract or otherwise at law, the *Consultant* undertakes and warrants that it forthwith procures and maintains at its own cost professional indemnity insurance for a sum not less than £10,000,000 in respect of each and every claim to cover the *Consultant's* obligations relating to this contract.

Z13.2 The insurance is to be with a reputable insurance company

carrying on insurance business in the United Kingdom, not subject to any unusual terms or excesses having regard to the cover which is available in the insurance market to competent Consultants with good claims records and who are of similar size and experience as the *Consultant*.

Z13.3 The insurance is maintained by the *Consultant* for a period of twelve years from the Completion Date and for such period as the *Consultant* has any liability to the *Employer* (howsoever arising), and for so long as cover remains available on commercial rates and terms to competent Consultants with good claims records of a similar size and experience as the *Consultant*.

Z13.4 The *Consultant* produces to the *Employer* on demand (but not less than once in any period of 12 months) reasonably satisfactory evidence that the insurance required is in force, and in any event notifies the *Employer* as soon as reasonably practicable upon its inability to obtain cover, or the cancellation of the insurance, or its inability to renew the insurance.

Z13.5 In respect of a claim by or on account of the *Employer*, the *Consultant* holds any such money received from such insurance (except for the *Consultant's* legal costs in respect of that particular claim) on trust for the *Employer*, and does not make any deduction from those monies without first obtaining the *Employer's* consent in writing".

Clause Z14 QUALITY STATEMENT

Z.14.1 The quality statement sets out the *Consultant's* proposals for the management and resourcing of the works.

Z.14.2 The *Consultant* warrants:

that the representations contained in the quality statement are accurate in every respect and may be fully relied upon by the Employer where the standards represented exceed the minimum originally specified by the Employer

that the quality statement does not constitute a qualification to his tender. Should any discrepancy arise between the quality statement and other contractual documents, the Service Information takes precedence.

Clause Z15 WELSH LANGUAGE STANDARDS

The Consultant is:

The Consultant will need to ensure that services provided through this contract are compliant with the *Employers* Welsh Language Scheme for the Welsh Government and moving forward the Welsh Language Standards where applicable. Details of the Policy can be found on the *Employers* Web Site at the following bilingual link:

http://www.neath-portalbot.gov.uk/PDF/welshlanguage_scheme.pdf

or

<http://www.powys.gov.uk/en/welsh-language-standards/welsh-language-standards/>

or

<http://www.swansea.gov.uk/cymraeg>

or

<http://www.pembrokeshire.gov.uk/content.asp?nav=101,1581,2430>

or

<https://www.ceredigion.gov.uk/English/Your-Council/strategiesplansandperformances/welshlanguage/policy/Pages/default.aspx>

or

<http://www.carmarthenshire.gov.wales/home/council-democracy/welsh-language/>

The *Consultant* must at all times act in accordance with the *Employers* Equality and Employment Policies. Copies of these policies are available on request from the *Employer*.

To impose a contractual obligation on each of its sub-consultants to also comply with the Welsh Language Scheme and take reasonable steps to enforce the obligation.

Clause Z16 QUALITY MANAGEMENT SYSTEM

Z.16.1 The *Consultant* operates a quality management system which:

- complies with the relevant parts of BS EN ISO 9001 and 9002
- has third party certification from an approved accreditation body or is operating in preparation for accreditation within six months of the Contract Date.

Z.16.2 Prior to the starting date the *Consultant* prepares a quality plan and submits it to the Project Manager for acceptance. The quality plan incorporates:

- the quality statement
- requirements stated in the Scope

A reason for not accepting the quality plan is that:

- it is inadequately prepared or is not practicable
- it does not incorporate the information which this clause requires or
- it does not represent a realistic approach for the Scope

Any Sub-consultant appointed by the *Consultant* operates a quality system enabling him to comply with the *Consultant's* quality management system.

Clause Z17 PROMPT PAYMENT

The *Consultant* takes all reasonable measures to ensure that all sub-consultants are paid promptly and within the terms of the payment provisions contained in the contract.

Clause Z18 COLLABORATION

The *Consultant* shall collaborate and confer with any *consultants* of the *Employer* who may be appointed by the *Employer* to undertake duties relating to or affecting the Project or which may affect the Project. Should any disagreement arise between the *Consultant* and such *consultants*, the same shall be referred to the *Employer* whose decision shall be final and binding.

Clause Z19 ARBITRATION

The *Consultant* assists and advises the *Employer* with regard to any matter or thing which may be the subject of arbitration, inquiry or litigation or any other form of dispute resolution arising out of or in connection with the Project and, if the *Employer* requires, the *Consultant* attends and gives evidence and otherwise assists and advises the *Employer* in any arbitration or before any court or inquiry held in relation to the Project.

Clause Z20 TERMINATION

In the event of the services being terminated the *Consultant* will submit to the *Employer* all existing material and information as they have obtained or prepared prior to the termination in connection with the services provided.

Clause Z21 PUBLICITY

Except in so far as may be necessary for the purpose of executing the Contract the *Consultant* shall not publish or permit to be published either alone or in conjunction with any other person any information, article, photograph, illustration or any other material of whatever kind relating to the Contract or the *Employer's* business generally, without prior reference to and approval in writing from the *Employer*. Such consent shall only apply to each specific application and relate only to that application.

Clause Z22 COMMUNITY BENEFITS

Clause Z22.1 The *Consultant* will be expected to work with the Project Manager to maximise the community benefits delivered through the framework. The *Consultant* shall actively participate in the potential for economic and social regeneration which results from the Project and shall deliver the requirements set out in the *Consultants* Community Benefits Method Statement annexed to the Framework Agreement.

Clause Z22.3 The *Consultant* will be expected as a minimum to deliver the Community Benefits Targets set out in the Framework Agreement.