

# **Restoration and Renewal Programme**

## **Programme Delivery Agreement**

Official Version 3  
12th August 2021

**DATED**

**12th August**

**2021**

**(1) THE PARLIAMENTARY WORKS SPONSOR BODY**

**AND**

**(2) RESTORATION AND RENEWAL DELIVERY AUTHORITY LTD**

---

**PROGRAMME DELIVERY AGREEMENT**

---

## CONTENTS

<b>PART 1 PRELIMINARY .....</b>	<b>3</b>
1 <b>DEFINITIONS AND INTERPRETATION .....</b>	<b>3</b>
2 <b>PRECEDENCE OF DOCUMENTATION .....</b>	<b>17</b>
3 <b>COMMENCEMENT AND TERM .....</b>	<b>18</b>
4 <b>REVIEW OF THIS AGREEMENT .....</b>	<b>18</b>
5 <b>AMENDMENT TO THIS AGREEMENT .....</b>	<b>18</b>
<b>PART 2 ROLES, DUTIES AND BEHAVIOURS .....</b>	<b>19</b>
6 <b>THE HOUSE COMMISSIONS .....</b>	<b>19</b>
7 <b>ESTIMATES COMMISSION .....</b>	<b>19</b>
8 <b>SPONSOR BODY .....</b>	<b>19</b>
9 <b>DELIVERY AUTHORITY .....</b>	<b>20</b>
10 <b>SPONSOR BODY'S ASSURANCE REPRESENTATIVE .....</b>	<b>21</b>
11 <b>OTHER PARTIES .....</b>	<b>22</b>
12 <b>REPRESENTATIVES .....</b>	<b>22</b>
13 <b>CO-OPERATION .....</b>	<b>22</b>
14 <b>GENERAL BEHAVIOURS .....</b>	<b>23</b>
15 <b>PARLIAMENTARY BEHAVIOUR CODE .....</b>	<b>23</b>
<b>PART 3 PROGRAMME VISION, STRATEGIC OBJECTIVES AND STRATEGIC THEMES</b>	<b>24</b>
16 <b>PROGRAMME VISION .....</b>	<b>24</b>
17 <b>STRATEGIC OBJECTIVES OF THE SPONSOR BODY .....</b>	<b>24</b>
18 <b>STRATEGIC THEMES .....</b>	<b>24</b>
<b>PART 4 SPONSOR BODY'S REQUIREMENTS AND SCOPE .....</b>	<b>26</b>
19 <b>SPONSOR BODY'S REQUIREMENTS .....</b>	<b>26</b>
20 <b>THE SCOPE OF THE PARLIAMENTARY BUILDING WORKS .....</b>	<b>26</b>
<b>PART 5 GOVERNANCE .....</b>	<b>28</b>
21 <b>GOVERNANCE .....</b>	<b>28</b>
22 <b>PROGRAMME DELIVERY AGREEMENT GROUP (PDAG) .....</b>	<b>28</b>
23 <b>DELIVERY AUTHORITY'S CORPORATE GOVERNANCE .....</b>	<b>29</b>
24 <b>FINANCIAL REPORTING .....</b>	<b>30</b>
25 <b>ANNUAL REPORT (INCLUDING STATUTORY ACCOUNTS) .....</b>	<b>30</b>
26 <b>RECORD KEEPING AND FINANCIAL RECORDS .....</b>	<b>31</b>
27 <b>MANAGEMENT OF RISK AND INSURANCE .....</b>	<b>31</b>
28 <b>ACCOUNTS AND AUDIT .....</b>	<b>32</b>
29 <b>ETHICAL STANDARDS .....</b>	<b>33</b>
30 <b>FRAUD, THEFT AND BRIBERY .....</b>	<b>33</b>
<b>PART 6 FUNDING .....</b>	<b>34</b>
31 <b>PROGRAMME FUNDING .....</b>	<b>34</b>
32 <b>FUNDING OF THE DELIVERY AUTHORITY .....</b>	<b>34</b>

33	OTHER FUNDING SOURCES AND UNCONVENTIONAL FINANCING.....	34
34	PERMITTED FUNDING PURPOSES .....	34
	<b>PART 7 FINANCIAL CONTROLS .....</b>	<b>36</b>
35	PHASE ONE ESTIMATES .....	36
36	TRANSITION YEAR ESTIMATE.....	36
37	PHASE TWO ESTIMATES.....	36
38	TRANSFER OF FUNDS.....	36
39	CAPITAL VERSUS RESOURCE EXPENDITURE .....	37
40	EXPENDITURE .....	37
41	USE OF INCOME AND SAVINGS .....	37
42	NOVEL OR CONTENTIOUS EXPENDITURE OR TRANSACTIONS .....	37
43	INTERESTS IN BODIES CORPORATE AND JOINT VENTURES .....	37
44	MANAGEMENT OF RESOURCES (STAFF, DELIVERY PARTNER AND CONTRACTS).....	37
45	MANAGEMENT OF INCOME, FEES AND CHARGES MADE .....	38
46	MANAGEMENT OF CASH .....	38
47	BANKING, BORROWING AND OVERDRAFTS .....	38
48	LENDING AND CONTINGENT LIABILITIES .....	38
49	DISCOUNT RATE .....	38
50	LAND PURCHASE AND LEASING .....	38
51	LOSSES, WRITE-OFFS, SPECIAL PAYMENTS AND MAKING OF GIFTS.....	38
52	GIFTS AND BEQUESTS RECEIVED.....	39
53	FINANCIAL ASSISTANCE TO OTHERS .....	39
54	DISPOSALS.....	39
55	BRIBERY AND CORRUPTION.....	39
56	OFFICE SPACE AND WORKSITES.....	41
57	COSTS AND RECHARGE.....	42
58	PROVISION OF FACILITIES AND SERVICES.....	42
59	DATA SHARING AND PROCESSING .....	43
60	PARLIAMENTARY PRIVILEGE.....	43
61	COORDINATION OF COMMUNICATIONS AND PUBLIC ENGAGEMENT.....	43
62	IDENTITY, BRANDING AND MARKETING .....	44
63	CONFIDENTIALITY .....	44
64	FOIA AND EIR.....	45
65	RECORD KEEPING AND OWNERSHIP OF RECORDS .....	45
66	INTELLECTUAL PROPERTY RIGHTS.....	46
67	AGREED STANDARDS.....	46
68	CYBERSECURITY AND INFORMATION STANDARDS .....	47
	<b>PART 9 PRA FLOW DOWN FOR DELIVERY AUTHORITY WORKS .....</b>	<b>48</b>
69	SECURITY.....	48

70	PERSONNEL ON SITE.....	48
71	MODERN SLAVERY ETC. ....	48
72	LIVING WAGE .....	48
73	DIVERSITY AND INCLUSION .....	48
74	MASTER PLANNING .....	49
75	PLANNING, HERITAGE, HIGHWAYS AND OTHER CONSENTS .....	49
76	ENVIRONMENTAL IMPACT .....	50
77	ARCHAEOLOGY.....	50
78	PHYSICAL ASSETS .....	51
79	GOODS.....	52
80	HERITAGE ITEMS AND COMMONS LIBRARY COLLECTIONS .....	52
81	HANDOVER OF WORK IN PROGRESS .....	53
82	POSSESSIONS AND HANDOVER.....	54
83	COMPLETION AND RETURN -.....	54
84	HEALTH AND SAFETY .....	54
85	PROGRAMME LOGISTICS INCLUDING COORDINATION.....	55
86	MITIGATION AND MANAGEMENT OF FIRE RISK .....	55
87	COMPLIANCE WITH ACCESS REQUIREMENTS .....	56
88	EMERGENCY PLANNING.....	56
89	ACQUISITION OF PROPERTY.....	56
	<b>PART 10 PROGRAMME MANAGEMENT .....</b>	<b>57</b>
90	SCOPE AND PURPOSES OF PROGRAMME MANAGEMENT INFORMATION.....	57
91	SCHEDULE FOR THE PROGRAMME .....	59
92	PROCUREMENT AND SUPPLY CHAIN MANAGEMENT .....	59
93	STAFF AND SUPPLY CHAIN COMPLIANCE .....	59
	<b>PART 11 CHANGE.....</b>	<b>59</b>
94	CHANGE TO SPONSOR BODY'S REQUIREMENTS .....	59
95	SPONSOR BODY AND DELIVERY AUTHORITY CHANGE.....	60
96	CHANGE IN LAW AND FORCE MAJEURE.....	60
	<b>PART 12 REVIEW, INTERVENTION, DISPUTES AND REMEDIES .....</b>	<b>61</b>
97	REVIEW AND ASSURANCE BY THE SPONSOR BODY AND OTHERS .....	61
98	SPONSOR BODY INTERVENTION .....	61
99	REFERRAL OF DISPUTES .....	62
100	NO REMEDIES.....	63
101	COMPENSATION FOR LOSSES CAUSED BY THIRD PARTIES .....	64
	<b>PART 13 GENERAL CONDITIONS.....</b>	<b>65</b>
102	ENTIRE AGREEMENT .....	65
103	PROCEEDINGS .....	65
104	SEVERABILITY .....	65

<b>105 GOVERNING LAW .....</b>	<b>65</b>
<b>106 WAIVER.....</b>	<b>65</b>
<b>107 NOTICES.....</b>	<b>65</b>
<b>108 NO PARTNERSHIP OR AGENCY .....</b>	<b>65</b>
<b>109 NO ASSIGNMENT.....</b>	<b>66</b>
<b>110 FURTHER ASSURANCE .....</b>	<b>66</b>
<b>111 NO THIRD PARTY RIGHTS.....</b>	<b>66</b>
<b>112 COUNTERPARTS .....</b>	<b>66</b>
<b>SCHEDULE 1 PRA SCOPE OF THE WORKS.....</b>	<b>68</b>
<b>SCHEDULE 2 PRA AGREED STANDARDS.....</b>	<b>70</b>
<b>SCHEDULE 3 PRA TEMPLATE FOR INVENTORY OF HERITAGE ITEMS, COMMONS LIBRARY COLLECTIONS AND GOODS.....</b>	<b>71</b>
<b>SCHEDULE 4 NOT USED .....</b>	<b>72</b>
<b>SCHEDULE 5 PRA TEMPLATE FOR HANDOVER WORKS.....</b>	<b>73</b>
<b>SCHEDULE 6 PRA TEMPLATE FOR EXTERNAL STAKEHOLDER REGISTER .....</b>	<b>74</b>
<b>SCHEDULE 7 REPRESENTATIVES.....</b>	<b>75</b>
<b>SCHEDULE 8 POSSESSIONS AND HANDOVER (INCLUDING PRA POSSESSIONS TABLE).....</b>	<b>76</b>
<b>SCHEDULE 9 PRA RISKS (FOR INFORMATION) .....</b>	<b>80</b>
<b>SCHEDULE 10 RISKS AND CONTINGENCY MANAGEMENT PRINCIPLES.....</b>	<b>84</b>
<b>SCHEDULE 11 FUNDING AND PROGRAMME PHASES .....</b>	<b>85</b>
<b>SCHEDULE 12 PRA RESPONSIBILITIES REGARDING THE RESTORATION OF THE PALACE OF WESTMINSTER AND DECANT ARRANGEMENTS*.....</b>	<b>87</b>
<b>SCHEDULE 13 NOT USED .....</b>	<b>88</b>
<b>SCHEDULE 14 PRA RESPONSIBILITIES REGARDING HERITAGE ITEMS AND THE COMMONS LIBRARY COLLECTIONS .....</b>	<b>89</b>
<b>APPENDIX 1 SPONSOR BODY’S REQUIREMENTS.....</b>	<b>90</b>
<b>APPENDIX 2 VARIATION AND CHANGE CONTROL PROCEDURE .....</b>	<b>99</b>
<b>APPENDIX 3 PROGRAMME DELIVERY AGREEMENT GROUP (PDAG) TERMS OF REFERENCE .</b>	<b>105</b>
<b>APPENDIX 4 FUNDING: PHASE ONE .....</b>	<b>108</b>
<b>APPENDIX 5 OPERATIONAL AUTHORITIES DOCUMENT .....</b>	<b>109</b>
<b>APPENDIX 6 TASK BRIEF AND REMITTING PROCESS.....</b>	<b>111</b>
<b>APPENDIX 7 PROGRAMME ASSURANCE FRAMEWORK .....</b>	<b>114</b>
<b>APPENDIX 8 FORM OF COLLATERAL WARRANTY REQUIRED BY CLAUSE 101 .....</b>	<b>115</b>
<b>APPENDIX 9 PRA STANDARDS PROCEDURE .....</b>	<b>123</b>
<b>APPENDIX 10 PRA SECURITY AND ACCESS ARRANGEMENTS.....</b>	<b>127</b>
<b>APPENDIX 11 PRA DECANT PROCEDURE .....</b>	<b>128</b>
<b>APPENDIX 12 PRA PARLIAMENTARY SOFT LANDINGS PROCEDURE .....</b>	<b>129</b>
<b>APPENDIX 13 PRA ARRANGEMENTS FOR REMOVAL AND CARE OF HERITAGE ITEMS AND COMMONS LIBRARY COLLECTIONS .....</b>	<b>130</b>
<b>APPENDIX 14 STRATEGIC THEMES .....</b>	<b>133</b>

Schedules to the Agreement provide lists, plans or further information		
List of Schedules		Description
		<b>Note that each of these Schedules is a living document. The Parties will update or align with the equivalent PRA Schedule regularly, as applicable</b>
1	PRA Scope	An outline description of the Programme and scope of the Works as at the PRA commencement date. Flow down of PRA Schedule 1.
2	PRA Agreed Standards	List of Agreed Standards. Flow down of PRA Schedule 2.
3	PRA template for Inventory of Heritage Items, Commons Library Collections and Goods*	PRA template for the list and condition of Heritage Items, Commons Library Collections and Goods to be maintained and updated by the Corporate Officers. Flow down of PRA Schedule 3.
4	Not used	-
5	PRA template for Handover Works*	PRA information pertaining to Work in Progress which is to be transferred from the Corporate Officers to the Sponsor Body. Flow down of PRA Schedule 5.
6	PRA template for External Stakeholder Register	PRA template for the list of external stakeholders with whom the Programme and either or both Corporate Officers have a relationship and details of the Stakeholder Lead, where applicable. Flow down of PRA Schedule 6.
7	Representatives	List of Representatives appointed by the Sponsor Body and Delivery Authority, together with the areas delegated to them. (For information, the equivalent PRA schedule as between the Corporate Officers and the Sponsor Body is PRA Schedule 7).
8	Possessions and Handover (including PRA Possessions Table)*	PRA Possessions and Handover procedure extant at the date of this Agreement and the PRA Possessions Table setting out which party will be accountable and responsible for various risks during a Worksite Possession or a Decanted Area Possession. Flow down of PRA clause 35 and PRA Schedule 8.
9	PRA Risks	PRA table setting out the agreed allocation of risks between the Corporate Officers and the Sponsor Body from Schedule 9 of the PRA included in this Agreement for information only. Flow down of PRA Schedule 9.
10	Risk & Contingency Management Principles	Principles agreed between the Sponsor Body and Delivery Authority as set out in Clause 27.
11	Funding and Programme Phases	Principles agreed between the Sponsor Body and Delivery Authority as set out in Clause 31.2.
12	PRA Responsibilities regarding the restoration of the Palace of Westminster and Decant Arrangements*	RACI matrices setting out the respective responsibilities of the PRA parties regarding the restoration of the Palace of Westminster and decant arrangements. Flow down of PRA Schedule 10.
13	Not used	-

14	PRA Responsibilities regarding Heritage Items and the Commons Library Collections*	RACI matrix setting out the respective responsibilities of the PRA parties regarding Heritage Items and the Commons Library Collections. Flow down of PRA Schedule 12.
----	--	--

	<b>Appendices of policies and procedures</b>	
1.	Sponsor Body's Requirements	
2.	Variation and Change Control Procedure	
3.	Programme Delivery Agreement Group ("PDAG") procedure and terms of reference	
4.	Funding: Phase One	
5.	Operational Authorities Document	
6.	Task Brief and Remitting Process	
7.	Programme Assurance Framework	
8.	Form of Collateral Warranty	
9.	PRA Standards Procedure (flow down of PRA Appendix 3)	
9A	Agreed Standards Matrix	
10.	PRA Security and Access Arrangements (flow down of PRA Appendix 4)	
11.	PRA Decant Procedure (flow down of PRA Appendix 7)*	
12.	PRA Parliamentary Soft Landings Procedure (flow down of PRA Appendix 6)*	
13.	PRA Arrangements for Removal and Care of Heritage Items and Commons Library Collections (flow down of PRA Appendix 5)	
14.	Strategic Themes	

	<b>Annexes of related agreements to be joined by the Delivery Authority or for the Delivery Authority's information (note that Annexes are not physically incorporated into the PDA but are incorporated into the PDA by reference and are available separately once completed)</b>	
1	Data Sharing Agreement (PRA Annex 1)	
2	Service Level Agreement (PRA Annex 2)	
3	Agreement to Occupy Office Premises (template) (PRA Annex 3)	
4	Agreement to Occupy for Works (Worksite Possessions) (template) (PRA Annex 4)*	
5	Agreement to Occupy for Works (Decanted Areas) (template) (PRA Annex 5)*	
6	Handover and Return Certificates (template) (PRA Annex 6)*	
7	Data Processing Agreement (DPA) (referred to in Clause 59.4 to be agreed between the Parties)	

\*Not yet completed (to be agreed)

**THIS AGREEMENT IS MADE ON 12TH AUGUST 2021 IN ACCORDANCE WITH SECTION 4 OF THE PARLIAMENTARY BUILDINGS (RESTORATION AND RENEWAL) ACT 2019**

**BETWEEN:**

(1) **THE PARLIAMENTARY WORKS SPONSOR BODY** ("Sponsor Body") of 7 Millbank, London SW1P 3JA; and

(2) **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 Parliamentary Works Sponsor Body (the "Sponsor Body") has been established as a body corporate under the Parliamentary Buildings (Restoration and Renewal) Act 2019 (the "Act") for the purpose of having overall responsibility for Works for the restoration of the Palace of Westminster and certain Works relating to the Parliamentary Estate (together, the "Parliamentary Building Works", or "Works").
- (B) The Delivery Authority is established by incorporation under the Companies Act 2006, limited by guarantee, to be the delivery body for the Programme. It has a sole member and guarantor, the Sponsor Body.
- (C) On 20 May 2020 the first Programme Delivery Agreement (the "First PDA") was entered into between the Parties pursuant to section 4 of the Act. The First PDA was replaced and superseded on and from the Commencement Date following a six month review pursuant to Clause 4 of the First PDA on 7 December 2020 (the "Second PDA").
- (D) This Agreement is entered into between the Parties following an annual review of the Second PDA pursuant to Clause 4 of the Second PDA and on and from the Commencement Date replaces and supersedes the Second PDA.
- (E) 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 Sponsor Body and the Delivery Authority.
- (F) This Agreement will be reviewed and may be amended or superseded by a new Agreement as provided for in Clauses 4 and 5. Without limitation, the Parties intend to agree a further amended Agreement which describes the specific restoration and

renewal scheme approved in the R&R Programme OBC and which the Sponsor Body will require the Delivery Authority to deliver.

The Parties have agreed as follows:

## **PART 1 PRELIMINARY**

### **1 DEFINITIONS AND INTERPRETATION**

#### **1.1 Definitions**

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

<b>“Act”</b>	means the Parliamentary Buildings (Restoration and Renewal) Act 2019 as amended from time to time;
<b>“Agreed Standards”</b>	means the standards which the Standards Group agrees should apply to the Programme;
<b>“Agreement”</b>	means this Programme Delivery Agreement concluded between the Sponsor Body and the Delivery Authority comprising these Clauses, the Schedules attached, the Appendices and the Annexes;
<b>“Annual Estimate”</b>	has the meaning given in Clause 35.3;
<b>“Annual Programme Delivery Report”</b>	means the report to be prepared and provided by the Delivery Authority on an annual basis as described in Clause 90.13;
<b>“Annual Report”</b>	has the meaning given in Clause 25.1;
<b>“Anti-Bribery Requirements”</b>	has the meaning given in Clause 55;
<b>“Anti-Bribery Terms”</b>	has the meaning given in Clause 55;
<b>“Anticipated Final Cost”</b>	means the Delivery Authority’s anticipated final cost of Phase One and/or Phase Two (as the context requires) to be prepared in accordance with Clause 24 for the purpose of section 7 of the Act;
<b>“Articles of Association”</b>	means the articles of association for the time being of the Delivery Authority;
<b>“Background IPR”</b>	any and all Intellectual Property Rights that are owned by or licensed to a contractor and which are or have been developed independently of the Programme;
<b>“Benefits Statement”</b>	means the benefits statement of the Sponsor Body in accordance with Clause 90;
<b>“Best Current Practice”</b>	means the exercise of that degree of skill, care, diligence, prudence and foresight which would reasonably be expected from a delivery vehicle

	experienced in managing and delivering large scale programmes similar in scope, importance and complexity to the Programme, taking into account successful, reliable and safe examples of relevant design and construction methods, management, maintenance and governance procedures used on recent national or international infrastructure and heritage projects;
<b>“Business Plan”</b>	means the business plan in respect of the Programme approved by the board of the Delivery Authority and the Sponsor Body Board;
<b>“Change Confirmation Notice”</b>	means a notice by the Sponsor Body in accordance with Appendix 2;
<b>“Change Control Procedure”</b>	means the procedure set out in Appendix 2, Part Two;
<b>“Change Control”</b>	means change control under this Agreement to be managed in accordance with the Change Control Procedure;
<b>“Change in Law”</b>	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;
<b>“Change”</b>	means a change to the matters described in the Operational Authorities Document that is to be managed by the Parties in accordance with the Change Control Procedure or such other change that is proposed by either the Sponsor Body or the Delivery Authority from time to time under this Agreement to be managed in accordance with the Change Control Procedure;
<b>“Client”</b>	means the client role pursuant to the Construction (Design and Management) Regulations 2015;
<b>“Commencement Date”</b>	means the date that this Agreement comes into effect in accordance with Clause 3.1;
<b>“Competent Authority”</b>	means a body which by Law has jurisdiction over an activity and the right to approve or certify a matter;
<b>“Complete or Completion”</b>	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 NEC project manager (or equivalent) under that contract to the Delivery Authority;
- have achieved the relevant and necessary fire certificates from the Competent Authority;
- have building regulations approvals as required;
- have a completed Health and Safety File pursuant to CDM;
- have a worksite that is suitable for occupation and operations as determined by the Corporate Officers;
- have a worksite that is safe and secure;
- have all specified security systems installed and successfully tested and the Delivery Authority has been provided with certification of such by the project manager under the Construction Contract (or equivalent) and any Competent Authority; 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 in Clause 63.1;

**“Consent”**

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

**“Construction Contract”**

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

**“Corporate Officer”**

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

	Officer of the House of Lords and/or the Corporate Officer of the House of Commons as the context requires;
<b>“Corporate Officers’ Premises”</b>	means lands and buildings which make up the Parliamentary Estate. For the purpose of the delivery of goods, it also includes the Parliamentary Offsite Consolidation Centre;
<b>“Cost Model”</b>	means the cost model of the Sponsor Body in accordance with Clause 90;
<b>“Data Protection Legislation”</b>	the UK GDPR, the Data Protection Act 2018, and other laws or regulations relating to the processing of personal data;
<b>“Data Sharing Agreement” or “DSA”</b>	means the data sharing agreement entered into by the Corporate Officers, the Sponsor Body and the Delivery Authority in accordance with clause 53.1 of the PRA and included at Annex 1 of this Agreement and reference in this Agreement to the DSA includes any revised or updated DSA agreed between the Sponsor Body, Delivery Authority and the Corporate Officers from time to time;
<b>“Decanted Area Date”</b>	means the date on which a Decanted Area is handed to the Sponsor Body fully vacant in accordance with clause 35.8 of the PRA;
<b>“Decanted Area”</b>	means an entire building or section of a building which is not for the time being used or proposed to be used by passholders of either House (other than employees of the Sponsor Body or Delivery Authority or members of their supply chain) for the purposes of their Parliamentary work and has been licensed to the Sponsor Body (or Delivery Authority, if applicable);
<b>“Delivery Authority Chair”</b>	means the chair of the Delivery Authority appointed by the Sponsor Body with the approval of the House Commissions pursuant to Schedule 2 of the Act;
<b>“Delivery Authority’s Accounting Officer”</b>	means the person appointed by the Sponsor Body’s Accounting Officer to the role of accounting officer in accordance with Clause 23;
<b>“Delivery Authority’s Programme Risks”</b>	means those risks allocated to the Delivery Authority pursuant to Clause 27 or otherwise

	agreed by the Parties to be risks for management by the Delivery Authority;
<b>“Delivery Contract”</b>	means a contract between the Delivery Authority and a Delivery Contractor;
<b>“Delivery Contractors”</b>	means those contractors appointed or to be appointed by the Delivery Authority (including those contractors who are engaged by the Delivery Authority and the term ‘contractors’ where used shall be interpreted to mean Delivery Contractors if the context requires;
<b>“Delivery Partner”</b>	means the organisation appointed by the Delivery Authority as delivery partner for the Programme, if any;
<b>“Delivery Reports”</b>	means delivery reports to be prepared by the Delivery Authority as specified in or required under this Agreement, including Quarterly Delivery Reports;
<b>“Delivery Schedule”</b>	means the delivery schedule of the Sponsor Body in accordance with Clause 90;
<b>“Delivery Strategy”</b>	means the delivery strategy for the Programme to be developed in accordance with Appendix 1;
<b>“Delivery Sub-Contract”</b>	means a contract between a Delivery Contractor and a Delivery Sub-Contractor;
<b>“Delivery Sub-Contractors”</b>	means those sub-contractors appointed or to be appointed by Delivery Contractors;
<b>“Design Options”</b>	means options for design to be developed in accordance with Appendix 1;
<b>“Detailed Change Appraisal”</b>	means a Detailed Change Appraisal by the Delivery Authority in accordance with Appendix 2;
<b>“Dispute Resolution Procedure”</b>	means the procedure for the escalation and resolution of Disputes set out in Clause 99;
<b>“Dispute”</b>	means any issue for resolution, dispute, disagreement, difference of opinion or deadlock arising between the Parties under or in respect of any matter arising from or in connection with this Agreement but not an Intervention to be addressed in accordance with Clause 99;

<b>“EIR”</b>	means the Environmental Information Regulations 2004;
<b>“Emergency”</b>	has the meaning given by section 1 of the Civil Contingencies Act 2004 (an event or situation which threatens serious damage to human welfare or to the environment, war or terrorism);
<b>“Enabling Projects OBCs”</b>	means the outline business case developed for any OBC ancillary to the Palace Works the completion of which is required for the Palace Works to proceed;
<b>“Estimates Commission”</b>	has the meaning given in Clause 7.1;
<b>“Expenditure Classification Policy”</b>	means the policy to be developed in accordance with Clause 39;
<b>“External Affairs Team”</b>	means the team appointed by the Sponsor Body to manage external affairs in accordance with Appendix 1;
<b>“External Stakeholders”</b>	<p>means any authority, body, office or natural person:</p> <ul style="list-style-type: none"> <li>• whose consent or permission is required (or desirable) for the Works;</li> <li>• who owns property (real or personal) which would be affected by the Works;</li> <li>• who has a statutory function which must be exercised in order for the Works to be carried out or facilitated; and</li> <li>• who is not required to be consulted pursuant to section 5 of the Act.</li> </ul> <p>Those whose views are sought under section 2(4)(c) of the Act are not External Stakeholders except that it is acknowledged that members of the public may fall into both category section 2(4)(c) of the Act and this definition as property owners;</p>
<b>“FBC”</b>	means full business case;
<b>“Financial Year”</b>	<p>in relation to the Sponsor Body or the Estimates Commission, means:</p> <ol style="list-style-type: none"> <li>a) the period beginning with the date on which the Sponsor Body or the Estimates Commission (as the case may be) is established and ending with the 31 March following that date, and</li> <li>b) each successive period of 12 months,</li> </ol> <p>in relation to the Delivery Authority, means:</p>

	<p>a) the period beginning with the date on which the Delivery Authority is formed and ending with the 31 March following that date, and</p> <p>b) each successive period of 12 months;</p>
<b>“FOIA”</b>	means the Freedom of Information Act 2000 and any subordinate legislation made under that Act as amended from time to time;
<b>“Force Majeure Event”</b>	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;
<b>“Handover Date”</b>	means the date when Work in Progress is handed over to the Sponsor Body or the Delivery Authority in accordance with the PRA and Clause 81;
<b>“House Commissions”</b>	has the meaning given in Clause 6.1;
<b>“Information Governance Strategy”</b>	means the strategy to be developed by the Parties in accordance with Clause 68.3;
<b>“Information Management System”</b>	means one or more systems (people, process and technology) operated by an organisation to manage information throughout its lifecycle, in particular managing access, classification and retention, from creation to disposal or archive;
<b>“Initial Change Appraisal”</b>	means an Initial Change Appraisal by the Delivery Authority in accordance with Appendix 2;
<b>“Intellectual Property Rights” or “IPRs”</b>	means patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off;

<b>“Intervention”</b>	means, in respect of a matter of the nature described in Clause 98.2, an intervention by the Sponsor Body in accordance with the procedure set out in Clause 98;
<b>“Known Supplier”</b>	means a supplier who has been added to an approved access list maintained by the Parliamentary Security Department (the “PSD”). The list is of suppliers who meet the criteria set by the Corporate Officers as determined by means of a physical security vetting process managed by the PSD;
<b>“Law”</b>	means any law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Parties are bound to comply and subject always to Clause 60;
<b>“Lords decant OBC”</b>	means the outline business case developed for decant of the House of Lords;
<b>“Master Plan”</b>	means the plan for estates made for Town and Country Planning application purposes and which shows current and future schemes;
<b>“Members”</b>	means Members of either House of Parliament;
<b>“Monthly Programme Delivery Report”</b>	means the report to be prepared and provided by the Delivery Authority on a monthly basis as described in Clause 90.7;
<b>“OBC”</b>	means outline business case;
<b>“Operational Authorities Document”</b>	means the document at Appendix 5;
<b>“Palace Works”</b>	means works as defined in section 1(1)(a) of the Act;
<b>“Palace”</b>	means the Palace of Westminster (and the term includes new or modified facilities within the Palace of Westminster where the context requires);
<b>“Parliamentary Building Works”</b>	has the definition given in section 1(1) of the Act;

<b>“Parliamentary Business Resilience Group”</b>	means the parliamentary body which directs and reviews business resilience policy, strategy and implementation across both Houses;
<b>“Parliamentary Information Authority”</b>	means the sub-committee of the House of Commons Executive Board and the House of Lords Management Board which has both a decision-making and assurance role. Its objective is to deliver increased benefits from Parliamentary information for members of both Houses, staff and the public, while containing the risk of inappropriate access to that information. It also provides a focus for informed decision making about the effective management and security of Parliament's information;
<b>“Parliamentary Protective Marking Scheme”</b>	means the Parliamentary protective marking scheme including any updates to the scheme made from time to time;
<b>“Parliamentary Relationship Agreement” or “PRA”</b>	means the agreement entered into on 8 April 2020 between the Sponsor Body, the Corporate Officer of the House of Commons and the Corporate Officer of the House of Lords containing provisions relating to the relationship between the Sponsor Body and Parliament and reference in this Agreement to the PRA includes any revised or updated PRA agreed between the Sponsor Body and the Corporate Officers from time to time as provided to the Delivery Authority in accordance with Part 9 of this Agreement;
<b>“Performance Default”</b>	means a default in performance under this Agreement notified to the Delivery Authority by the Sponsor Body in accordance with Clause 98;
<b>“Personal Data”</b>	as defined by the UK GDPR;
<b>“Phase One”</b>	<p>means phase one of the Parliamentary Building Works, being the period that:</p> <ol style="list-style-type: none"> <li>begins with the first day on which any provision of section 1 of the Act comes into force, and</li> <li>ends when Parliamentary approval is obtained for the purposes of section 7(2)(a) and (b) of the Act (approval relating to works and funding);</li> </ol> <p>and “Phase One Works” means the Parliamentary Building Works that are not Phase Two Works;</p>

<b>“Phase Two”</b>	<p>means phase two of the Parliamentary Building Works, being the period that:</p> <ol style="list-style-type: none"> <li>begins when Parliamentary approval is obtained for the purposes of section 7(2)(a) and (b) of the Act; and</li> <li>ends with completion of the Works;</li> </ol> <p>and “Phase Two Works” means the Parliamentary Building Works that are proposed to be carried out during Phase Two;</p>
<b>“Phase”</b>	<p>means Phase One or Phase Two of the Parliamentary Building Works, as the context requires;</p>
<b>“Possession”</b>	<p>means a Decanted Area Possession, Worksite Possession or Minor Possession, as defined in paragraph 1 of Schedule 8 (Possessions and Handover (Including PRA Possessions Table));</p>
<b>“Procurement Policy”</b>	<p>means the procurement policy to be developed by the Delivery Authority in accordance with Clause 92;</p>
<b>“Programme Benefits”</b>	<p>means benefits to be delivered by the Programme in accordance with the OBCs;</p>
<b>“Programme Delivery Agreement Group” or “PDAG”</b>	<p>means the group of that name established by the Sponsor Body in accordance with Clause 22 and whose terms of reference are set out in Appendix 3;</p>
<b>“Programme Documents” or “Programme Data”</b>	<p>means data, information, Personal Data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media which from time to time are in the control of or are managed by the (i) Sponsor Body; (ii) the Delivery Authority; or (iii) any contractors or sub-contractors (of either Party) working on the Programme. This includes digital documents, emails, data held in digital systems, hard copy information, web content, audio and video recordings, building maps, plans, 3D models, photographs, text messages, and social media applications;</p>
<b>“Programme Information Management System”</b>	<p>means the systems (people, process and technology) operated by the Delivery Authority to manage information throughout its lifecycle, serving both the Sponsor Body and/or Delivery Authority</p>

	and for this Agreement has the specific meaning given in Clause 90.5;
<b>“Programme Management Information”</b>	has the meaning given in Clause 90.1;
<b>“Programme Reporting Requirements”</b>	means requirements for reporting to be agreed in accordance with Clause 90;
<b>“Programme Requirements”</b>	means the Sponsor Body’s Requirements;
<b>“Programme Review Group” or “PRG”</b>	means the group of that name established in accordance with clause 8 of the PRA;
<b>“Programme Schedule”</b>	means the single schedule for the Programme to be developed by the Delivery Authority as described in Clause 91;
<b>“Programme Specific IPR”</b>	means Intellectual Property Rights created by a contractor specifically for the purposes of the Programme;
<b>“Programme Vision”</b>	means the vision for the Programme being at the date of this Agreement that is stated in Clause 16.1;
<b>“Programme”</b>	means the Programme which comprises all the projects proposed to deliver the Works described in Clause 20 and all of the attendant activities necessary for the Sponsor Body and the Delivery Authority to carry out their statutory functions and any reference to the <b>“Programme”</b> includes a reference to any part thereof;
<b>“Quarterly Programme Delivery Report”</b>	means the report to be prepared and provided by the Delivery Authority on a quarterly basis as described in Clause 90.10;
<b>“R&amp;R Programme OBC”</b>	means the outline business case developed for the Programme;
<b>“Regulatory Compliance Report”</b>	means a report in accordance with Clause 28.4.3;
<b>“Remedial Action Plan”</b>	means a plan to be produced by the Delivery Authority in accordance with Clause 98;
<b>“Reserved Matters”</b>	means those Reserved Matters as described in Clause 23.8 and Appendix 5 in respect of which the Delivery Authority is responsible, but on which the Sponsor Body reserves decision-making authority to itself;
<b>“Revised Operational Authorities Document”</b>	has the meaning given in Clause 23;

<b>“Schemes of Authorities”</b>	means the schemes of authorities as adopted by each of the Sponsor Body and the Delivery Authority as amended from time to time;
<b>“Service Level Agreement” or (“SLA”)</b>	means any service level agreement entered into by the Corporate Officers, the Sponsor Body and/or the Delivery Authority in accordance with clause 51.1 of the PRA and Clause 58 of this Agreement;
<b>“Shadow Programme Delivery Agreement”</b>	means the agreement of that name entered into between the shadow Sponsor Board and the R&R Programme delivery team on 20 March 2019;
<b>“Significant Risk”</b>	means the occurrence or potential occurrence of an event which in the view of any party would likely materially jeopardise the reputation, duties or funding provision of one or both Parties;
<b>“Sponsor Board”</b>	means the Board of members of the Sponsor Body appointed pursuant to paragraph 1 of Schedule 1 of the Act;
<b>“Sponsor Body Chair”</b>	means the chair of the Sponsor Body appointed by the House Commissions pursuant to Schedule 2 of the Act;
<b>“Sponsor Body’s Accounting Officer”</b>	means the person appointed by the Sponsor Body to the role of its accounting officer;
<b>“Sponsor Body’s Requirements”</b>	means the Sponsor Body’s Requirements from time to time pursuant to sections 2 and 4 of the Act, being as at the date of this Agreement the requirements set out in Appendix 1;
<b>“Sponsor Contingency”</b>	means contingency funding for the Programme which is held under the control of the Sponsor Body;
<b>“S-Rep”</b>	means the Sponsor Body’s Assurance Representative in accordance with Clause 10;
<b>“Strategic Communication”</b>	means communication concerning the Programme at a strategic level, as opposed to day to day communications;
<b>“Strategic Objective”</b>	means the strategic objectives of the Sponsor Body pursuant to section 2(2)(a) of the Act to be determined in accordance with Part 3 of this Agreement;

<b>“Strategic Review”</b>	means the review of the Programme undertaken by the Sponsor Body in 2020, the conclusions from which were published in March 2021 <sup>1</sup> ;
<b>“Strategic Themes”</b>	means the strategic themes of the Programme as described in Clause 18.1 and Appendix 14;
<b>“Supply Chain Management Strategy”</b>	means the supply chain management strategy to be developed by the Delivery Authority in accordance with Clause 92;
<b>“Target Final Delivery Date”</b>	means the Delivery Authority’s target date for the purpose of an Initial Change Appraisal as required by Appendix 2;
<b>“Task Brief”</b>	means a brief for the purpose of defining Sponsor Body’s Requirements pursuant to Appendix 1 and in the form set out in Appendix 6;
<b>“Technical Options”</b>	means technical options for the Works and the Programme to be developed in accordance with Appendix 1;
<b>“Timely”</b>	where this Agreement refers to a matter being carried out in a timely manner, the word “timely” will be interpreted as the matter being done with sufficient expediency as to not frustrate unnecessarily any activity which depends on it or put another Party in breach of Law or a duty owed to another party, provided always that reasonable notice has been provided by the Party concerned to enable the other Parties to be aware of the issues under consideration;
<b>“Transition Year”</b>	has the meaning given in Clause 36.2;
<b>“UK GDPR”</b>	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;
<b>“User and Operator Group”</b>	means the group or groups as described in Appendix 1;
<b>“User Requirements”</b>	means the technical design requirements, system requirements, business requirements and

---

<sup>1</sup> Restoration and Renewal Programme, *Strategic Review* (March 2021)  
[https://assets.ctfassets.net/vuylkqhthf/6FHPwLY7BdBFQXR0PdAdQq/461ecf229f91ff743153f8a49ef39080/4107-RRP-CO-SG-00003\\_01\\_U\\_v9\\_-\\_main\\_report.pdf](https://assets.ctfassets.net/vuylkqhthf/6FHPwLY7BdBFQXR0PdAdQq/461ecf229f91ff743153f8a49ef39080/4107-RRP-CO-SG-00003_01_U_v9_-_main_report.pdf)

	operational requirements of the User and Operator Groups; and
<b>“Working Day(s)”</b>	means any day other than a Saturday, Sunday or public holiday in England and Wales;
<b>Variation Procedure</b>	means the procedure at Appendix 2, Part One.

## 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 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 Sponsor Body 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 form part of the suite of documents annexed to the PRA and are included in this Agreement by reference for the Delivery Authority's information and also, to the extent relevant, because the Delivery Authority will join an agreement set out in the Annexes in accordance with the terms of the PRA and 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 and Change Control Procedure set out in Appendix 2 to this Agreement. This provision applies also to the Appendix 2 itself.

## **2 PRECEDENCE OF DOCUMENTATION**

- 2.1 The Act takes precedence over this Agreement.
- 2.2 Where this Agreement reflects a flow down of provisions from the PRA, in the event of any conflict between the provisions in this Agreement and the provisions in the PRA, the PRA takes precedence over this Agreement.
- 2.3 In the event of any conflict between the provisions of this Agreement and the Articles of Association, the provisions of this Agreement will prevail.
- 2.4 This Agreement will be taken and read together with all its Schedules, Appendices and Annexes all of which are deemed incorporated herein.
- 2.5 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:
  - 2.5.1 Clauses 1 (Definitions and Interpretation) to 112 (Counterparts) of this Agreement; and

2.5.2 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, the Sponsor Body (acting reasonably and taking into account any representations made by the Delivery Authority) will at its sole discretion be entitled 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 or the date that this Agreement is superseded by a subsequent agreement between the Parties in compliance with section 4 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 unless the Parties agree to terminate and the Agreement is replaced with a new Agreement complying with section 4 of the Act.

### **4 REVIEW OF THIS AGREEMENT**

4.1 This Agreement will be reviewed periodically (at least annually) 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 Sponsor Body of the Programme, and the Delivery Authority as the Sponsor Body's delivery agent.

4.2 At each review:

4.2.1 The Parties will consider reviews being undertaken of the PRA in accordance with PRA clause 67 (Review of this Agreement) and the Sponsor Body agrees to review with the Corporate Officers relevant changes to be flowed up to the PRA;

4.2.2 The Data Sharing Agreement will also be reviewed with the PDA review and in accordance with its own terms; and

4.2.3 any Schedule, Annex or Appendix that is set out as being for agreement shall also be agreed and appended.

### **5 AMENDMENT TO THIS AGREEMENT**

5.1 A variation to this Agreement may be made either at a review pursuant to Clause 4 or at any other time in accordance with the Variation Procedure set out in Appendix 2, Part One to this Agreement.

5.2 No oral agreement or written amendment, other than in accordance with Clause 5.1 and the Variation and Change Control 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 Sponsor Body 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 Sponsor Body and/or the Delivery Authority will interact under this Agreement or in accordance with the Act.

### **6 THE HOUSE COMMISSIONS**

- 6.1 The Commissions of each House (the “House Commissions”) are chaired by the relevant Speaker and are responsible for providing strategic direction regarding the administration and services of their respective House administrations, including the maintenance of the Palace of Westminster and the rest of the Parliamentary Estate.
- 6.2 Under the Act, both House Commissions retain the following specific roles regarding the Programme:
  - 6.2.1 agreeing scope designations to the Sponsor Body and Delivery Authority, including works relating to the Parliamentary Estate, other than Palace Works (section 1 of the Act);
  - 6.2.2 agreeing the Phase One expenditure limit (paragraph 4(1) of Schedule 4 to the Act);
  - 6.2.3 appointing the Sponsor Body Chair, on the basis of merit following fair and open competition, including any interim chairs and suspensions thereof, where appropriate (paragraph 2(1) of Schedule 1 to the Act);
  - 6.2.4 consenting to the appointment of the Delivery Authority Chair (paragraph 1(2) of Schedule 2 to the Act);
  - 6.2.5 settling any differences between the Sponsor Body and Delivery Authority regarding the agreement of this Agreement, or revisions thereof, which either body may refer to the Commissions (section 4(4) of the Act); and
  - 6.2.6 consenting to the dissolution of the Delivery Authority by the Sponsor Body (but only after completion of the Parliamentary Building Works) (section 11 of the Act).

### **7 ESTIMATES COMMISSION**

- 7.1 Section 8 of the Act establishes the Parliamentary Works Estimates Commission (the “Estimates Commission”) and its constitution is set out in Schedule 3 of the Act.
- 7.2 The Estimates Commission is responsible for reviewing and laying before the House of Commons the Sponsor Body’s annual and supplementary estimates of expenditure. In so doing, it must seek the views of HM Treasury and have regard to its advice. It is through approval of these annual estimates that the Programme will be funded by Parliament.
- 7.3 The Estimates Commission can reject the estimate in a particular year if the Delivery Authority’s assessment of the overall expenditure for the relevant Phase has increased such that it exceeds the relevant funding limit. Otherwise, it must lay the estimate before the House of Commons for approval.

### **8 SPONSOR BODY**

- 8.1 The Sponsor Body’s duties are set out in section 2 of the Act.

8.2 Without limiting the Sponsor Body's duties and obligations set out elsewhere in this Agreement, the Act or the PRA, the key roles and duties of the Sponsor Body in relation to the Programme will be to:

- 8.2.1 secure funding and act as sponsor of the Programme;
- 8.2.2 set the Programme vision and objectives;
- 8.2.3 be accountable for OBCs;
- 8.2.4 manage the process of Members consultation;
- 8.2.5 set the Sponsor Body's Requirements and approve changes to the Sponsor Body's Requirements as appropriate;
- 8.2.6 be accountable for the delivery of the benefits of the Programme as defined in the OBCs and for keeping the OBCs under review and up to date;
- 8.2.7 manage any processes for advising and seeking policy approvals from Parliament and Government (including HM Treasury), save to the extent that the Delivery Authority is required by this Agreement or otherwise to obtain approvals from Parliament or Government;
- 8.2.8 make available, interpret and apply information on Parliament and Government policy in relation to or affecting the Programme, and to obtain information from and/or commission advice from the Delivery Authority and/or other third parties as needed in order to develop the Programme's response;
- 8.2.9 facilitate definition of how the systems and maintenance of the Palace of Westminster and of new or modified facilities will operate after completion of the Programme and will support the Delivery Authority in its management of the contracts and agreements necessary for such operation;
- 8.2.10 take acceptance of the Works from the Delivery Authority on completion and facilitate and promote the hand back of the Works to the Corporate Officers;
- 8.2.11 take responsibility for the legislative process and any assurances and undertakings provided to Parliament, and promote any/all legislation required for the Programme through Parliament; and
- 8.2.12 build and maintain skills, capabilities and systems which are necessary and appropriate to enable the Sponsor Body to comply with its obligations under this Agreement and effectively fulfil its roles as specified in this Clause 8.

## **9 DELIVERY AUTHORITY**

9.1 The Delivery Authority's duties and relationship between the Sponsor Body and the Delivery Authority are set out in section 3 and section 4 of the Act, respectively.

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

- 9.2.1 supporting the Sponsor Body to define and develop the Programme and to secure approval of the R&R Programme OBC and Enabling Project OBCs.
- 9.2.2 the management and delivery of the Programme;

- 9.2.3 the execution and completion of the Works;
  - 9.2.4 the temporary acquisition, management and disposal of all interests in, or rights over, land that is solely required for the purpose of delivering the Programme; and
  - 9.2.5 the delivery of the Strategic Themes in so far as the Delivery Authority is accountable.
- 9.3 The Delivery Authority will exercise its duties and undertake its role under this Agreement at all times:
- 9.3.1 save as provided in Clause 2, in accordance with the Articles of Association;
  - 9.3.2 in accordance with all applicable Law and Government guidance;
  - 9.3.3 in accordance with Best Current Practice;
  - 9.3.4 so as to satisfy the Sponsor Body's Requirements;
  - 9.3.5 so as not to cause the Sponsor Body to be in breach of its duties under the Act, under the PRA or under this Agreement;
  - 9.3.6 acting in a transparent manner;
  - 9.3.7 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
  - 9.3.8 so as to comply with any contracts to which it is a party.

## **10 SPONSOR BODY'S ASSURANCE REPRESENTATIVE**

### **Sponsor Body's Assurance Representative role**

- 10.1 As part of the Sponsor Body's overall assurance function, the Sponsor Body has established a Sponsor Body's 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 Sponsor Body. The Sponsor Body has notified 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 (and, as long as the Delivery

Authority shares accommodation with the Sponsor Body, within the area of office space designated for Delivery Authority use).

## **11 OTHER PARTIES**

- 11.1 The Sponsor Body may establish groups as appropriate to enable the requirements of Members, Peers, Parliamentary staff, service providers and other users of the Palace of Westminster and of new or modified facilities to be captured in order to inform the Sponsor Body's Requirements.
- 11.2 The Delivery Authority will only take instruction from the Sponsor Body and the Sponsor Body will manage these groups so that the Delivery Authority is not placed in the position of taking instruction directly from such other parties on requirements so that scope can be kept under control by the Sponsor Body.

## **12 REPRESENTATIVES**

- 12.1 The Parties acknowledge the provisions of PRA clause 7 that provide for the appointment of representatives by the Corporate Officers and the Sponsor Body for the purposes of the PRA. This Clause 12 is the equivalent agreement for the purposes of this Agreement.
- 12.2 The Sponsor Body 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 Parties 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 7 (Representatives).
- 12.3 It is for each Party to determine at their discretion the number of Representatives that Party is to nominate and the extent of the delegation to each of them.
- 12.4 Day to day liaison between the Sponsor Body 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.

## **13 CO-OPERATION**

- 13.1 The Parties agree to co-operate with each other and with relevant third parties (including in the case of the Delivery Authority with the S-Rep), and to act in good faith and in a reasonable and transparent manner to facilitate the Delivery Authority's management, development and delivery of the Programme, including where the Sponsor Body's approval is required.
- 13.2 Each Party 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 Programme or may hinder the ability of the Sponsor Body or of the Delivery Authority to meet their obligations under this Agreement, the PRA or under the Act.
- 13.3 The Parties agree to work collaboratively to:
  - 13.3.1 optimise legacy benefits for each Project within the Programme and reduce whole life, whole system costs in accordance with the Sponsor Body's Requirements;
  - 13.3.2 manage any interface issues; and

13.3.3 address and seek to minimise adverse impacts of the Programme on:

- (a) any ongoing Parliamentary business or necessary operations during the Works; and/or
- (b) any third party affected by the Programme.

13.4 Further detail about the respective responsibilities of the Parties regarding the restoration of the Palace of Westminster and decant arrangements will be set out in Schedule 12 (PRA Responsibilities regarding the restoration of the Palace of Westminster and Decant Arrangements).

## **14 GENERAL BEHAVIOURS**

14.1 The Delivery Authority acknowledges the terms of PRA clause 5 from which this Clause 14 is a flow down.

14.2 In order to deliver the Programme in a way which maximises its benefits, as well as mitigating any negative effects, the Parties will adopt the following behaviours:

- 14.2.1 adopting a collaborative and trusting approach;
- 14.2.2 coordinating activity wherever it is possible and desirable to do so;
- 14.2.3 seeking to understand each other's perspectives;
- 14.2.4 constructively challenging one another to deliver the best outcome;
- 14.2.5 being open to new ideas;
- 14.2.6 communicating openly to foster trust, transparency and honesty;
- 14.2.7 being clear where the objectives of different parties align and acknowledging where they do not;
- 14.2.8 encouraging the identification and realisation of benefits for Parliamentary business-as-usual throughout the development and delivery stages of the Programme;
- 14.2.9 using best endeavours to respond to one another's requests for information and input in a Timely manner; and
- 14.2.10 a shared commitment to achieving value for money.

## **15 PARLIAMENTARY BEHAVIOUR CODE**

15.1 The Delivery Authority acknowledges the terms of PRA clause 19 from which this Clause 15 is a flow down.

15.2 The Sponsor Body has undertaken to the Corporate Officers (PRA clause 19) and the Delivery Authority undertakes to the Sponsor Body that it will apply the Parliamentary Behaviour Code as part of its internal complaints process.

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

### **16 PROGRAMME VISION**

- 16.1 The Sponsor Body owns the Programme's vision statement (the "Programme Vision Statement") which at the date of this Agreement is:

*"To transform the Houses of Parliament to be fit for the future as the working home for our Parliamentary democracy, welcoming to all and a celebration of our rich heritage".*

- 16.2 The Delivery Authority will uphold the Programme Vision and support its implementation for the Programme through the application of Best Current Practice, including in relation to programme management and technical expertise and by applying the experience and knowledge it has gained from other programmes.
- 16.3 The Delivery Authority will undertake analysis as requested by the Sponsor Body, for example to test the deliverability of the Programme Vision and supporting objectives.

### **17 STRATEGIC OBJECTIVES OF THE SPONSOR BODY**

- 17.1 Pursuant to section 2(2)(a) of the Act, the Sponsor Body is to determine the Strategic Objectives of the Works.
- 17.2 For the purposes of section 4(1)(a) of the Act, the Sponsor Body's Strategic Objectives for the Parliamentary Building Works as at the date of this Agreement are to be further developed as described in Chapter 3 of the Strategic Review.
- 17.3 The Delivery Authority will support the Sponsor Body in the development, approval, and implementation of the Strategic Objectives of the Parliamentary Building Works.

### **18 STRATEGIC THEMES**

- 18.1 The following Strategic Themes set out in this Clause 18 have been endorsed by both House Commissions to be delivered in support of the Programme Vision:
- Health, Safety and Security;
  - Functionality and Design;
  - Accessibility and Inclusion;
  - Sense of History;
  - Sustainability; and
  - Time and Value for Money.
- 18.2 Each of the Strategic Themes has a Strategic Objective and a number of supporting goals, as detailed in Appendix 14 (Strategic Themes).
- 18.3 As part of the development of the R&R Programme OBC, the Sponsor Body will seek to re-confirm the Strategic Objectives, Strategic Themes and supporting goals for the Programme.
- 18.4 The Delivery Authority will support the Sponsor Body in re-confirming the Strategic Objectives and Strategic Themes and in developing and defining specific targets for application to the Programme and, where possible, will consider how progress and outcomes will be measured and reported for each Strategic Objective or Strategic Theme, implementing these as soon as practicable.

- 18.5 The Delivery Authority will work to the principle of maximising benefit and/or minimising harm within the context of providing value for money in delivering the Programme's Strategic Themes.

## **PART 4 SPONSOR BODY'S REQUIREMENTS AND SCOPE**

### **19 SPONSOR BODY'S REQUIREMENTS**

- 19.1 The Sponsor Body's Requirements (the "SRs") as at the date of this Agreement are set out in Appendix 1.

#### **Affirmation of the Sponsor Body's Requirements**

- 19.2 In preparing both the annual and total Phase One and Two expenditure requirements, the Delivery Authority must include all necessary in-year costs to enable it to deliver all of the SRs set out in Appendix 1 to this Agreement.
- 19.3 If the Delivery Authority is in any doubt whatsoever on any part of its obligations under the Act or the PRA, or of the SRs in this Agreement, then the Delivery Authority will seek clarification from the Sponsor Body without delay. The Delivery Authority will forward its written interpretation of the requirement to the Sponsor Body and will ask the Sponsor Body to affirm the Delivery Authority's interpretation of such requirement or to otherwise clarify the requirement.
- 19.4 Where greater definition is required for any of the SRs in this Agreement, or for any new SRs that would not reasonably be interpreted as already being included in this Agreement, the Sponsor Body and Delivery Authority will define, agree and document such requirements using the Task Brief and Remitting Process, shown at Appendix 6.

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

- 20.1 The Delivery Authority acknowledges that the Sponsor Body and the Corporate Officers have agreed in the PRA to record their shared understanding of the scope of the Works covered by section 1 of the Act and this shared understanding is set out in this Agreement as Schedule 1 (PRA Scope).

#### **Works by the Corporate Officers after the PRA commencement date**

- 20.2 As provided in PRA clause 23, if either or both of the Corporate Officers propose to carry out works in the Palace (or in their facilities elsewhere) after the commencement date of the PRA, the relevant Corporate Officer will make the Sponsor Body aware of the proposal and have regard to the Sponsor Body or Delivery Authority's views as to the necessity of such work in the light of the proposals made (or to be made) by the Delivery Authority under section 7 of the Act and the impact that such works may have on the section 7 proposals or the Works.
- 20.3 The Sponsor Body agrees to share the Corporate Officers' proposals with the Delivery Authority, and the Delivery Authority agrees to cooperate with the Sponsor Body in preparing its response to the Corporate Officers.

#### **Incomplete Works**

- 20.4 As provided in PRA clause 23:

- 20.4.1 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 Sponsor Body (following consultation with the Delivery Authority) agrees that they are still required as preliminary to the restoration and renewal of the Palace.

20.4.2 If such works are required, the rights and liabilities of the Corporate Officers, or either of them, under the relevant contracts will be transferred to the Sponsor Body or Delivery Authority, as agreed between them.

## **PART 5 GOVERNANCE**

### **21 GOVERNANCE**

21.1 The governance arrangements between the Corporate Officers and Sponsor Body are set out in the PRA. The Delivery Authority will support these arrangements as appropriate and as requested by the Sponsor Body.

21.2 The governance structure between the Sponsor Body and Delivery Authority is designed to allow the Sponsor Body 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.

21.3 As a single Programme, the Sponsor Body and Delivery Authority will work collaboratively to develop, implement, and maintain joint policies, procedures and strategies wherever possible. The list of agreed joint policies follows below. Some policies, however, are specific to each organisation, including HR and finance policies.

- Health, Safety and Wellbeing Policies
  - Drugs & Alcohol
  - Mental Health
  - Safeguarding
- Data & Digital Policies
  - Acceptable Use of Digital Services
  - Bring Your Own Device
  - Data & Digital Overseas Travel
- Information Management Policies
  - Data Protection
  - Environmental Information Regulations
  - Freedom of Information
- Communications Policies
  - Social Media
  - Publication Scheme & Guide to Information
- Equality, Diversity & Inclusion Policy
- Procurement Policy

21.4 The Delivery Authority will work with the Sponsor Body to develop and agree the membership and terms of reference of bodies relating to such procedural arrangements.

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

22.1 The Sponsor Body has established and manages 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 Sponsor Body visibility and assurance on delivery of the Programme by the Delivery Authority whilst minimising duplication of assurance activity by the Sponsor Body, key stakeholders and other parties.

22.2 The PDAG is chaired by a person nominated by the Sponsor Body and comprises senior officials from the Sponsor Body and the Delivery Authority.

22.3 The terms of reference for PDAG as at the date of this Agreement are included in this Agreement as Appendix 3 and will be subject to review by the Parties.

## **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 Sponsor Body's Accounting Officer 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 Sponsor Body and Delivery Authority recognise the requirement in their respective Schemes of Authorities for decisions on certain matters relating to the delivery of each Phase of the Programme to be reserved to the Sponsor Body. All such Reserved Matters are set out in the Operational Authorities Document in Appendix 5.
- 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 Sponsor Body.
- 23.7 Any change to the Operational Authorities Document will be subject to agreement through the Change Control Procedure.
- 23.8 The Sponsor Body will be responsible at all times for maintaining an up-to-date version of the Operational Authorities Document. If:
- 23.8.1 the Sponsor Body varies 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 Sponsor Body 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 Sponsor Body in accordance with this Clause 23, it will supersede any previous versions and will constitute the definitive version of the Operational Authorities Document.

## **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 Sponsor Body.

24.2 In accordance with a format and timetable to be agreed with the Sponsor Body, the Delivery Authority will provide the Sponsor Body 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 Sponsor Body.

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

25.1 In accordance with a format and timetable to be agreed separately with the Sponsor Body, the Delivery Authority will submit a report to the Sponsor Body (an "Annual Report") relating to the preceding Financial Year which reports on the topics set out in Appendix 1 and complies with the principles set out in Clause 24.

25.2 The Delivery Authority will also ensure that each Annual Report complies with 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",) and the accountabilities of the Delivery Authority's Accounting Officer.

25.3 The Delivery Authority shall submit any further details or disclosures to the Sponsor Body that are required by the Sponsor Body in the preparation of its own accounts and any consolidated accounts for the Programme.

## **26 RECORD KEEPING AND 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 26.1.1, 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 Sponsor Body and its representatives (including the S-Rep) upon reasonable notice;
- 26.1.4 provide such facilities as the Sponsor Body 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 such records unless and until:
  - (i) it has given the Sponsor Body not less than 60 days' notice of its intention to destroy or dispose of such records; and
  - (ii) the Sponsor Body has had a reasonable opportunity to request and be provided with such records and has confirmed to the Delivery Authority in writing that it does not require other such records to be delivered to the Sponsor Body 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 Sponsor Body.

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

27.1 The Delivery Authority acknowledges the terms of PRA clause 10 from which this Clause 27 is a flow down.

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

27.3 In accordance with the Sponsor Body's Requirement at Appendix 1 clause 2.4.1(17) the Delivery Authority will develop in consultation with the Sponsor Body 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 10 of this Agreement (Risk and Contingency Management Principles).

27.4 The agreed allocation of risks between the Corporate Officers and the Sponsor Body is set out in Schedule 9 (PRA Risks) of the PRA and are included in this Agreement for information only.

- 27.5 The Parties will in due course agree a risk allocation as between the Sponsor Body and the Delivery Authority.

### **Insurance**

- 27.6 The Delivery Authority acknowledges the terms of PRA clause 49.
- 27.7 The Sponsor Body will investigate insurance options for the Programme and work with the Delivery Authority to define the required insurances to be specified in Delivery Contracts accordingly.
- 27.8 As at the date of this Agreement, the Sponsor Body has taken out joint insurance policies for both Parties, including for directors' and officers' liability. The Sponsor Body will maintain such joint cover as the Parties agree is appropriate.

## **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 Sponsor Body 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 Sponsor Body 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 Sponsor Body in accordance with the timetable agreed with the Sponsor Body 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 Sponsor Body 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 Sponsor Body's responsibilities in relation to financial systems within the Delivery Authority; and
  - 28.4.3 will, where asked, provide the Sponsor Body 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 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 Sponsor Body 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 inform the Sponsor Body of any breach of ethical standards by its staff or Delivery Contractors that it becomes aware of and will liaise with the Sponsor Body 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 Sponsor Body, as part of the regular reporting cycle, of all such incidents and attempts discovered. The Delivery Authority will notify the Sponsor Body of any major incidents as soon as possible.
- 30.4 The Sponsor Body 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.

## **PART 6 FUNDING**

### **31 PROGRAMME FUNDING**

- 31.1 Funding for the Programme is provided to the Sponsor Body by HM Treasury following approval of annual and supplementary estimates by the House of Commons.
- 31.2 Schedule 11 (Funding and Programme Phases) sets out the relationship between the various Programme OBCs, the funding they seek and the coverage of the annual estimates in both Phases of the Programme.

### **32 FUNDING OF THE DELIVERY AUTHORITY**

- 32.1 Annual funding of the Programme is managed by the Sponsor Body in accordance with the annual and supplementary estimate process set out in Clauses 31, 35, 36 and 37.
- 32.2 The Sponsor Body will provide funding directly to the Delivery Authority in accordance with the details and timescales set out in Appendix 4.
- 32.3 The Delivery Authority will be responsible for maintaining an up-to-date version of Appendix 4. Where any adjustment or amendment to any items or part(s) of Appendix 4 is agreed between the Parties the Delivery Authority will produce a revised version of the Appendix 4 (the "Revised Funding Appendix") incorporating such amendment with a cover page clearly named with the issue number and date of issue and a record of changes from the preceding version.
- 32.4 The Parties will use the Revised Funding Appendix which will constitute the definitive version of Appendix 4 unless and until it is amended again in accordance with this Agreement.

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

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

### **34 PERMITTED FUNDING PURPOSES**

- 34.1 The Delivery Authority may only use the funding provided by the Sponsor Body in accordance with Clause 32, Clause 33 and this Clause 34 for the following purposes (the "Permitted Purposes"):
  - 34.1.1 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;
  - 34.1.2 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;

- 34.1.3 for purposes reasonably ancillary and/or related to the purposes in Clauses 34.1.1 and 34.1.2, above; and/or
- 34.1.4 for any other purposes expressly agreed in advance by the Sponsor Body in writing.

## **PART 7 FINANCIAL CONTROLS**

### **35 PHASE ONE ESTIMATES**

- 35.1 The Sponsor Body 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).
- 35.2 The Phase One expenditure limit applies for the duration of Phase One. Details of the Phase One expenditure limit are shown at Appendix 4.
- 35.3 The Sponsor Body is required to prepare an annual estimate of its expenditure for each Financial Year during Phase One (the “Annual Estimate”), which must reflect the Delivery Authority’s statement of resources for the year, as approved by the Sponsor Body, and include the Delivery Authority’s most recent Phase One cost assessment.
- 35.4 The Delivery Authority must therefore, before the beginning of each Financial Year during Phase One, prepare a statement for the Sponsor Body 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.
- 35.5 The Sponsor Body and Delivery Authority will agree realistic and achievable timescales, including key milestones, for production of the statements described in this Clause 35.

### **36 TRANSITION YEAR ESTIMATE**

- 36.1 Phase Two begins when Parliamentary approval is obtained for the Works and the R&R Programme OBC.
- 36.2 It is anticipated that such Parliamentary approval will occur during the course of a Financial Year, which will therefore span Phase One and Phase Two (the “Transition Year”).
- 36.3 As Parliamentary timings are uncertain, the Sponsor Body 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.
- 36.4 The Sponsor Body and Delivery Authority will agree realistic and achievable timescales, including key milestones, for production of the statements described in this Clause 36.

### **37 PHASE TWO ESTIMATES**

- 37.1 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.
- 37.2 The Parties agree that a multi-year funding settlement for delivery of the Phase Two Works will provide value for money benefits and accordingly that they will seek such a settlement for Phase Two.

### **38 TRANSFER OF FUNDS**

- 38.1 The Delivery Authority may move funds from one project to another within an approved business case to permit the most cost-effective application of resources without reference to the Sponsor Body.
- 38.2 Any transfer of funds between approved business cases will require prior agreement of the Sponsor Body.

### **39 CAPITAL VERSUS RESOURCE EXPENDITURE**

- 39.1 The Delivery Authority will support the Sponsor Body as requested in developing an Expenditure Classification Policy that will apply to the Programme.
- 39.2 Once agreed, the Delivery Authority will comply with the Expenditure Classification Policy.

### **40 EXPENDITURE**

- 40.1 The Delivery Authority may commit expenditure in accordance with the Delivery Authority's Scheme of Authorities, as provided in Clause 23.6 and Clause 33.1.
- 40.2 If total Programme cost is forecast to exceed the total approved Programme budget at any time during the Programme, the Sponsor Body 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 cost will be considered.

### **41 USE OF INCOME AND SAVINGS**

- 41.1 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.

### **42 NOVEL OR CONTENTIOUS EXPENDITURE OR TRANSACTIONS**

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

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

- 43.1 The Delivery Authority will advise and discuss with the Sponsor Body 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 Sponsor Body agreement.

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

- 44.1 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.
- 44.2 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.
- 44.3 The Sponsor Body will participate in the annual review of forecast resource through the annual Business Plan and estimate setting process, either directly or through the S-Rep.
- 44.4 The Delivery Authority will establish and implement appropriate processes to ensure that the level of resources is managed closely on an ongoing basis.

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

- 45.1 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 Sponsor Body.
- 45.2 In setting fees and charges made for providing information under the Freedom of Information Act, the Environmental Information Regulations, 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.
- 45.3 Any income so generated may be retained by the Delivery Authority.

#### **46 MANAGEMENT OF CASH**

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

#### **47 BANKING, BORROWING AND OVERDRAFTS**

- 47.1 The Delivery Authority's Accounting Officer is responsible for ensuring that the Delivery Authority's banking arrangements are carried out efficiently, economically and effectively.
- 47.2 The Delivery Authority must use the Government Banking Service and comply with its processes, procedures and controls.

#### **48 LENDING AND CONTINGENT LIABILITIES**

- 48.1 The Delivery Authority will obtain the Sponsor Body's prior agreement to:
  - 48.1.1 lend money;
  - 48.1.2 charge any asset as security;
  - 48.1.3 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.

#### **49 DISCOUNT RATE**

- 49.1 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 Sponsor Body.

#### **50 LAND PURCHASE AND LEASING**

- 50.1 The Delivery Authority will obtain prior agreement from the Sponsor Body for any land purchases or land leases.
- 50.2 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.

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

- 51.1 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 Sponsor Body, provided that all reasonable attempts at recovery have first been made.

- 51.2 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.
- 51.3 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 Sponsor Body upon request and a copy provided annually with the Annual Report to the Sponsor Body.
- 51.4 Proposals for making charitable gifts will require prior Sponsor Body approval.

## **52 GIFTS AND BEQUESTS RECEIVED**

- 52.1 The Delivery Authority will be free to retain any gifts, bequests or similar donations made to it which will be treated as receipts and accounted for appropriately.
- 52.2 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.
- 52.3 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.
- 52.4 The Delivery Authority will account for any retained donated assets as it would account for any other asset.

## **53 FINANCIAL ASSISTANCE TO OTHERS**

- 53.1 Subject to prior agreement of the Sponsor Body, 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.

## **54 DISPOSALS**

- 54.1 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 Sponsor Body:
- 54.1.1 where the Delivery Authority proposes to dispose of an asset for less than the best consideration reasonably obtainable; and
- 54.1.2 where a disposal is likely to be novel, contentious or repercussive.

## **55 BRIBERY AND CORRUPTION**

- 55.1 Without prejudice to the generality of Clause 93, 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 93, each Delivery Contractor and Delivery Sub-Contractor will:
- 55.1.1 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");

- 55.1.2 not engage in any activity, practice or conduct which would constitute an offence under any Anti-Bribery Requirements; and
  - 55.1.3 have and maintain in place throughout the term of this Agreement its own ethics, anti-bribery, whistle-blowing and other policies and procedures which will include standards no lower than those included in the Sponsor Body's "Policy Statement on Fraud, Bribery, Theft and Corruption" (as may be updated from time to time) (as applicable to the Delivery Authority), 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.
- 55.2 The Delivery Authority will immediately disclose in writing to the Sponsor Body if it becomes aware that:
- 55.2.1 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;
  - 55.2.2 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;
  - 55.2.3 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;
  - 55.2.4 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;
  - 55.2.5 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
  - 55.2.6 it is otherwise in breach of any provision of this Clause 55,
- 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:
- 55.2.7 make reference to the facts and circumstances applying from time to time;
  - 55.2.8 provide sufficient details as to the facts and circumstances to enable the Sponsor Body to make an accurate assessment of the situation; and
  - 55.2.9 describe such action(s) that the Delivery Authority has taken (or will take) in connection with such facts and circumstances.
- 55.3 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 55 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 which (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.

55.4 For the purposes of this Clause 55:

55.4.1 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);

55.4.2 "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

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

## **56 OFFICE SPACE AND WORKSITES**

56.1 The Delivery Authority acknowledges the terms of PRA clause 13 and PRA clause 35 from which this Clause 56 is a flow down.

### **Worksites**

56.2 Where the Delivery Authority is to occupy a worksite or a Decanted Area the Delivery Authority agrees with the Sponsor Body to enter into an agreement with the Corporate Officers or either of them if required, in a form similar to the agreement set out in Annex 3, or to occupy space under such a licence held by the Sponsor Body.

56.3 In any circumstance where the Delivery Authority and/or its contractors occupy space under a licence held by the Sponsor Body, it agrees to comply, and to procure that its contractors occupying the space comply, with the directions of the Sponsor Body arising from the Sponsor Body's obligations to the Corporate Officers under the licence.

### **Office Space**

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

56.5 The Sponsor Body shall agree the office space and its location with the Corporate Officer(s) and on each occasion office space is granted, the Parties shall enter the relevant form of agreement to occupy in the form set out in Annex 3 (subject to such modifications as the Parties consider necessary for the particular space to be occupied). 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.

## **57 COSTS AND RECHARGE**

- 57.1 The Delivery Authority acknowledges the terms of PRA clause 14 from which this Clause 57 is a flow down.
- 57.2 In the interests of regularity, as required in Managing Public Money, there will be a recharge regime for services and facilities provided by the Corporate Officers to the Sponsor Body or the Delivery Authority or by the Sponsor Body to either or both of the Corporate Officers. This is to be managed under a Service Level Agreement ("SLA") entered pursuant to Clause 58.2, where the cost is deemed to be material.
- 57.3 The amount to be recharged and the process for payment or accounting will be agreed between the Directors of Finance for both Houses of Parliament and the Sponsor Body.
- 57.4 Any sums and the mechanisms for payment which the Parties agree will be recharged under this Clause 57 will be provided in the relevant SLA.
- 57.5 It is acknowledged by the Parties that the Corporate Officers will carry out activities which are related to or affected by the Programme. Neither the Sponsor Body nor the Delivery Authority shall make any payment to the Corporate Officers in respect of any such related activity except that which is agreed in relation to a service and facility provided by the Corporate Officers in accordance with Clause 58.
- 57.6 Where there is an opportunity to deliver value for money to the Programme, the Sponsor Body may also provide services and facilities to the Delivery Authority (and vice versa). There shall be a recharge regime for such provision, which shall be managed under an SLA between the Parties. Any amount to be recharged and the process for payment or accounting will be agreed between the Finance and Corporate Services Director of the Sponsor Body and the Chief Financial Officer of the Delivery Authority.

## **58 PROVISION OF FACILITIES AND SERVICES**

- 58.1 The Delivery Authority acknowledges the terms of PRA clause 51 from which this Clause 58 is a flow down.
- 58.2 The Parties will agree in an SLA with the Corporate Officers those facilities and services which are to be provided to the Sponsor Body and/or the Delivery Authority by the Corporate Officers (or vice versa) stating:
- 58.2.1 the standards to which each facility or service will be provided; and
- 58.2.2 the payments to be made (if any) by the Sponsor Body and/or the Delivery Authority to the Corporate Officers or vice versa in respect of each of the facilities or services as agreed pursuant to Clause 58.1.
- 58.3 Each facility or service agreed to be provided pursuant to Clause 58.1 will be appended in a schedule to the SLA in the form set out in Annex 2 and thereafter be incorporated as an Annex to this Agreement.

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

### **59 DATA SHARING AND PROCESSING**

- 59.1 The Parties agree that the Delivery Authority will be a party to the Data Sharing Agreement on or following its incorporation. The Data Sharing Agreement sets out the Parties' and the Corporate Officers' respective duties and obligations in relation to information and data.
- 59.2 The Sponsor Body and Delivery Authority will each be data controllers and will therefore be responsible for their own compliance with Data Protection Legislation.
- 59.3 If the Parties determine that in relation to any processing of Personal Data they are acting as joint controllers they will enter into a joint controller agreement to meet the requirements of Article 26 of the UK GDPR.

#### **Data processing**

- 59.4 If the Parties determine that in relation to any processing of Personal Data, one 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.

### **60 PARLIAMENTARY PRIVILEGE**

- 60.1 The Delivery Authority acknowledges the terms of PRA clause 54 from which this Clause 60.1 is a flow down.
- 60.2 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.
- 60.3 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 Sponsor Body if it seems to the Delivery Authority that any information or activities may be subject to Parliamentary privilege.
- 60.4 The Delivery Authority will comply with any direction from the Sponsor Body in relation to Parliamentary privilege.

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

- 61.1 The Delivery Authority acknowledges the terms of PRA clause 55 from which this Clause 61 is a flow down.
- 61.2 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 before they are issued externally.
- 61.3 The Sponsor Body is accountable for the management of external communications and public engagement in relation to the Programme. The Delivery Authority must clear any external communications it wishes to release with the Sponsor Body before any release takes place.
- 61.4 The Sponsor Body will have ownership and control over the public website and other communication channels, including all social media channels, for the Programme, and for consulting Parliament. The Sponsor Body will engage with the Delivery Authority and

seek the Delivery Authority's agreement to support and finance the future development of the website, intranet, online engagement portal, other specific software to support the Communications & External Affairs Team and any other digital functionality required.

- 61.5 Subject to the engagement with the Delivery Authority in accordance with Clause 61.2 and Clause 61.4, the Sponsor Body will also own and manage relationships with the media on behalf of the Delivery Authority.
- 61.6 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, and if necessary the Sponsor Body will notify Parliament 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. This may include (without limitation) health and safety incidents, loss of or damage to a Heritage Item (as defined in Clause 78.1.1), significant unexpected expenditure, the insolvency of a contractor or fire.

#### **Learning and development**

- 61.7 The Delivery Authority acknowledges the terms of PRA clause 50A from which this Clause 61.7 is a flow down. The Sponsor Body has agreed with the Corporate Officers that it must ensure that the staff and those working on behalf of the Sponsor Body and 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 Parties 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.

### **62 IDENTITY, BRANDING AND MARKETING**

- 62.1 The Delivery Authority acknowledges the terms of PRA clause 56 from which this Clause 62 is a flow down.
- 62.2 The branding for the Programme will be developed and owned by the Sponsor Body. The Delivery Authority will comply with the guidelines developed by the Sponsor Body for use of the Programme brand. The Delivery Authority will also procure compliance with brand guidelines by its supply chain where relevant.
- 62.3 The Delivery Authority will inform the Sponsor Body regarding any branding and marketing relevant to the Works to enable the Sponsor Body to fulfil its obligations to the Corporate Officers under the PRA.
- 62.4 The Delivery Authority acknowledges that any use of the Crowned Portcullis by either the Sponsor Body or the Delivery Authority 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.

### **63 CONFIDENTIALITY**

- 63.1 For the purposes of this Clause 63, the term "Confidential Information" will mean information held in whatever media or disclosed by any method which relates to the business or affairs of any Party or which relates to the Programme. Confidential Information includes, without prejudice to the generality of the foregoing, any know how, building plans, trade secrets, details of the procurement process or information marked

as being 'Restricted', or equivalent, under the Parliamentary Protective Marking Scheme.

63.2 The Sponsor Body and the Delivery Authority each undertake that they will not disclose to any person any Confidential Information of the other Party, except as permitted by Clause 63.3.

63.3 The Sponsor Body and the Delivery Authority may disclose the Confidential Information of the other Party:

63.3.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Agreement or the Act. Each Party will ensure that its employees, officers, contractors, representatives or advisers to whom it discloses the other Party's confidential information comply with this Clause 63 and the applicable provisions of the Data Sharing Agreement;

63.3.2 as may be required by Law, a court of competent jurisdiction or any governmental or regulatory authority; or

63.3.3 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.

63.4 The Sponsor Body and the Delivery Authority will flow the provisions of this Clause 63 down to their contractors and sub-contractors.

## **64 FOIA AND EIR**

64.1 Each Party recognises that they are responsible for their own compliance with FOIA and EIR. Notwithstanding the Data Sharing Agreement at Annex 1, the Parties will cooperate with one another in responding to FOIA and EIR requests which concern or relate to the Programme. The Parties are separate public authorities and ultimately each public authority is responsible for how it responds to requests for information it receives.

64.2 Where a FOIA and EIR request relates to information also held by or impacting the Houses of Parliament, the Parties will manage such requests in accordance with the provisions of the Data Sharing Agreement at Annex 1 and, if the Parties consider it necessary, will consult with and/or notify the Houses of Parliament of the request.

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

65.1 The Delivery Authority acknowledges the terms of PRA clause 52 from which this Clause 65 is a flow down.

65.2 The Sponsor Body and the Delivery Authority will each retain records of, related to and used for the Programme as it deems appropriate or as specified by the Corporate Officers. These records will be shared with the Corporate Officers on request and will be transferred back to both Corporate Officers' control at the end of the relevant Possession or, failing that, at the end of the Programme.

65.3 Copyright in any record created by the Sponsor Body or by the Delivery Authority or transferred to them during the Programme will be owned by the Sponsor Body. Ownership of the copyright in these records will be transferred to the Corporate Officers at or before the end of the Programme.

## **66 INTELLECTUAL PROPERTY RIGHTS**

- 66.1 In so far as they have the right to do so, the Sponsor Body hereby grants a non-exclusive, perpetual and royalty free licence in favour of the Delivery Authority in respect of existing Intellectual Property Rights which were (or are subsequently) created for the purposes of the Programme or which are licensed to it by the Corporate Officers for the purposes of the Programme.
- 66.2 The Intellectual Property Rights licensed pursuant to Clause 66.1 may be sublicensed by the Delivery Authority, as is necessary, to any relevant Delivery Contractor.
- 66.3 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.
- 66.4 Intellectual Property Rights created by or on behalf of either the Delivery Authority or the Sponsor Body for the purposes of the Programme will remain the property of the relevant body for the duration of the Programme.
- 66.5 The Delivery Authority will (unless otherwise agreed with the Sponsor Body) procure that Delivery Contractors:
- 66.5.1 assign to the Delivery Authority all Intellectual Property Rights in Programme Specific IPR with full title guarantee; and
  - 66.5.2 licence to the Delivery Authority all Intellectual Property Rights in the relevant Background IPR to enable use by the Delivery Authority.
- 66.6 Where the Delivery Authority obtains a licence in accordance with Clause 66.5.2 it will ensure the terms of such licence allow the Intellectual Property Rights to be sub-licensed to the Sponsor Body and the Corporate Officers perpetually.
- 66.7 The Delivery Authority will assign or sub-licence any Intellectual Property Rights to the Sponsor Body upon request by the Sponsor Body and will consult the Sponsor Body on its requirements for licences to any Intellectual Property Rights not so licensed before its dissolution.

## **67 AGREED STANDARDS**

- 67.1 The Delivery Authority acknowledges the terms of PRA clause 15 from which this Clause 67 is a flow down.
- 67.2 As provided in PRA clause 15, in order to promote a common way of working and to integrate the Programme into the operation and administration of the Houses of Parliament, the Sponsor Body and the Corporate Officers have acknowledged, and the Delivery Authority agrees, that it would be beneficial to agree certain technical, design and operational standards or ways of working.
- 67.3 The Sponsor Body and the Corporate Officers have, pursuant to the PRA:
- 67.3.1 established a group ('the Standards Group') to work collaboratively to develop and agree such standards according to the procedure set out in Appendix 3 to the PRA; and

- 67.3.2 allowed the Delivery Authority to join the Standards Group so that the Delivery Authority's representations will be considered as part of the agreed process for agreeing any standard or policy.
- 67.4 The Delivery Authority acknowledges that the Sponsor Body has agreed with the Corporate Officers that:
- 67.4.1 any standards which are to be taken as agreed are set out in Schedule 2 (PRA Agreed Standards), and others will be added or removed as and when they are agreed by the Parties;
- 67.4.2 the Delivery Authority will adopt and comply with the Agreed Standards and will procure that its Delivery Contractors and Delivery Sub-Contractors do likewise in both the design and delivery of the Works; and
- 67.4.3 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.
- 67.5 The Sponsor Body acknowledges that the Delivery Authority intends to apply the Agreed Standards in accordance with the terms of Appendix 9A (Agreed Standards Matrix) and will follow the Standards Procedure in Appendix 9 (PRA Standards Procedure) to seek a derogation through the Standards Group, pending the next review of this Agreement in accordance with Clause 4.

## **68 CYBERSECURITY AND INFORMATION STANDARDS**

- 68.1 The Delivery Authority acknowledges the terms of PRA clause 40 from which this Clause 68 is a flow down.
- 68.2 The Sponsor Body is accountable to the Corporate Officers but the Delivery Authority is responsible for taking appropriate measures to protect the digital systems of the Sponsor Body and the Delivery Authority from cyber-attack, including identifying and responding effectively to cyber-attack, and recovering from such an attack, and for ensuring that appropriate measures are in place across their supply chain.
- 68.3 The Sponsor Body will manage information in line with the standards, supporting policies and procedures included in the Restoration and Renewal Information Governance Strategy (the Strategy) and will require the Delivery Authority to do the same.
- 68.4 The Sponsor Body will ensure that the Information Governance Group (which comprises representatives of both the Sponsor Body and the Delivery Authority) oversees the effective implementation of the Strategy and provides assurance to the Parliamentary Information Authority that Parliamentary requirements for information governance and information management are being effectively implemented.

## **PART 9 PRA FLOW DOWN FOR DELIVERY AUTHORITY WORKS**

Whereas the PRA has been shared with the Delivery Authority for information and the Delivery Authority acknowledges its terms, the provisions of this Part 9 flow down to the Delivery Authority relevant provisions from the PRA and contain obligations with which the Delivery Authority will comply.

The Sponsor Body and the Delivery Authority will agree how such PRA flow down requirements will be implemented.

The Sponsor Body will provide the Delivery Authority with a copy of any revised or updated PRA agreed between the Sponsor Body and the Corporate Officers from time to time.

### **69 SECURITY**

69.1 As provided in PRA clause 39, 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 10 to this Agreement.

69.2 The Parties agree to collaborate in relation to security matters and will each nominate a named representative and point of contact for this purpose.

69.3 The security of the sites controlled by the Sponsor Body or Delivery Authority or their contractors as a worksite or Decanted Area will be the responsibility of the Sponsor Body or Delivery Authority, as applicable. Overall responsibility for the security of the Parliamentary Estate remains with the Corporate Officers.

### **70 PERSONNEL ON SITE**

70.1 The Sponsor Body has undertaken to the Corporate Officers in PRA clause 50 (and 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.

### **71 MODERN SLAVERY ETC.**

71.1 As provided in PRA clause 20, 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.

### **72 LIVING WAGE**

72.1 As provided in PRA clause 21, 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.

72.2 For the purposes of Clause 72.1, '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.

### **73 DIVERSITY AND INCLUSION**

73.1 As provided in PRA clause 22, the Parties have developed and implemented a combined diversity strategy (the "Equality, Diversity and Inclusion Strategy").

- 73.2 In drawing up the Equality, Diversity and Inclusion Strategy, the Parties 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.

#### **74 MASTER PLANNING**

- 74.1 As provided in PRA clause 24, the Delivery Authority acknowledges that the House Commissions are responsible for deciding the principles for the Master Plan.
- 74.2 The Sponsor Body and the Delivery Authority will work together in developing and implementing the process to develop the Master Plan in collaboration with the Corporate Officers.

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

- 75.1 As provided in PRA clause 25, subject to Clause 75.6 below, Consents in respect of the Works are to be obtained, coordinated, discharged and complied with by the Delivery Authority on behalf of the Sponsor Body.
- 75.2 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.
- 75.3 With the oversight of the Sponsor Body, the Delivery Authority will be responsible for preparing and submitting any planning applications and listed building consent applications required for the Works, and for:
- 75.3.1 attending and participating in any planning committee meetings or public inquiries including those relating to the applications made for the Works; and
  - 75.3.2 ensuring that the Community Infrastructure Levy is discharged and any compensation paid.
- 75.4 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.
- 75.5 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**

- 75.6 The Parties acknowledge that in accordance with the provisions of clause 25 of the PRA, the Corporate Officers' agreement is required where any Consent:
- 75.6.1 would create obligations or constraints which are likely to survive Completion; and/or
  - 75.6.2 could impact Parliamentary business; and/or
  - 75.6.3 extends to activities or geography beyond the Programme; and/or

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

75.7 Where any of the factors in Clause 75.6 apply, the Corporate Officers (or either of them as is relevant):

75.7.1 will be consulted in respect of and will be entitled to agree the application and its attendant documents;

75.7.2 will be notified of and may attend any meetings or committees in respect of the Consent;

75.7.3 will appoint the Delivery Authority as agent for any existing Consent that cannot be assigned;

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

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

## **76 ENVIRONMENTAL IMPACT**

76.1 As provided in PRA clause 26, 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.

76.2 Subject to any obligation imposed on any Party by Law, during a Possession the Sponsor Body will be accountable to the Corporate Officers for the remediation of contamination on or from the site and the Delivery Authority will be responsible for the work required by the Sponsor Body to do this.

## **77 ARCHAEOLOGY**

77.1 As provided in PRA clause 27, 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 10) 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, where practical, 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.

77.2 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.

## **78 PHYSICAL ASSETS**

78.1 As provided in PRA clause 28, “Physical Assets” in the PRA are divided into three categories of physical assets identified by the Corporate Officers and set out in PRA Schedule 3 and Schedule 3 to this Agreement (PRA template for Inventory of Heritage Items, Commons Library Collections and Goods) in accordance with the provisions of this Clause 78:

78.1.1 “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 Sponsor Body or the Delivery Authority and the Corporate Officers will always remain accountable for their preservation and safe keeping.

78.1.2 “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 Sponsor Body or 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.

78.1.3 “Goods” are physical assets, other than Heritage Items and Collections of the Libraries, buildings or parts of buildings, which are to be transferred to the Sponsor Body (in the first instance). Goods are transferred in ownership and accountability to the Sponsor Body 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*

78.2 Schedule 3 (PRA template of Inventory of Heritage Items, Commons Library Collections and Goods) is an inventory of Physical Assets which will be populated and maintained by the Corporate Officers.

78.3 From time to time and after consultation with the Sponsor Body who will consult the Delivery Authority where appropriate, either of the Corporate Officers will notify the Sponsor Body (who will inform the Delivery Authority) of any physical assets they consider to be Heritage Items or Commons Library Collections and may change that view at any time, up until the Decanted Area Date for the Possession in which the physical asset is normally located. After a physical asset has been identified as a Heritage Item or a Commons Library Collection, the Corporate Officer will add it to Schedule 3 (PRA template of Inventory of Heritage Items, Commons Library Collections and Goods).

78.4 The Corporate Officers may also add Goods to Schedule 3 (PRA template of Inventory of Heritage Items, Commons Library Collections and Goods) by way of identifying and managing transfer of such items and to put beyond doubt whether a particular physical asset is a Good, Heritage Item or Commons Library Collection.

- 78.5 On the Decanted Area Date, any items situated in the area of that Possession which are not listed as a Heritage Item in Schedule 3 (PRA template of Inventory of Heritage Items, Commons Library Collections and Goods), or are not clearly identified as Collections of the Libraries, are Goods.

## **79 GOODS**

- 79.1 As provided in PRA clause 30, ownership and all beneficial interest in the Goods will be transferred to the Sponsor Body on the date that Possession (other than a Minor Possession) is given of the area in which they are situated or otherwise on a date agreed between the Parties.
- 79.2 The Sponsor Body will transfer to the Delivery Authority, or allow the Delivery Authority to use, transferred Goods, as appropriate.
- 79.3 If transferred to the Delivery Authority, Goods are taken as seen and the Sponsor Body gives no warranty, guarantee or undertaking as to their condition, safety or suitability.
- 79.4 Goods will be used or disposed of (once all Parliamentary marking and identifiers have been removed) at the discretion and cost of the owner, whether the Sponsor Body or the Delivery Authority, and will not be returned to the Corporate Officers.

## **80 HERITAGE ITEMS AND COMMONS LIBRARY COLLECTIONS**

- 80.1 Pursuant to the terms of the PRA (PRA clause 31), 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 Commons Library Collections will be set out in Schedule 14 (PRA Responsibilities regarding Heritage Items and the Commons Library Collections).
- 80.2 The Corporate Officers (or either of them) may decide (and will note the decision in Schedule 3 (Inventory of Heritage Items, Commons Library Collections and Goods)):
- 80.2.1 to retain possession of any Heritage Item or Commons Library Collection;
  - 80.2.2 to place any Heritage Item or Commons Library Collection in storage or send it for conservation works; or
  - 80.2.3 to bail the Heritage Item to the care of the Sponsor Body who may delegate to 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.
- 80.3 Where the Corporate Officers (or either of them) decide to bail the Heritage Item to the Sponsor Body, the Sponsor Body (or Delivery Authority on its behalf) will be responsible for the care and safekeeping of the Heritage Item in accordance with the instructions of the Corporate Officers.
- 80.4 The Parties will follow the arrangements for the removal and care of Heritage Items and Commons Library Collections, which will be agreed by the Sponsor Body (having consulted the Delivery Authority) and Corporate Officers and attached to this Agreement at Appendix 13.
- 80.5 If an incident occurs that places Heritage Items or Commons Library Collections in immediate peril, the Parties (or either of them) will take whatever action they consider necessary to protect the Heritage Item or Commons Library Collection.

- 80.6 The Corporate Officers will provide the Sponsor Body with a protocol for the salvage and rescue of Heritage Items or Commons Library Collection 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. The Sponsor Body will share the protocol with the Delivery Authority, and the Delivery Authority agrees to follow the protocol.
- 80.7 The Delivery Authority will comply with the Sponsor Body's reasonable directions and instructions in relation to Heritage Items or Commons Library Collections.

## **81 HANDOVER OF WORK IN PROGRESS**

- 81.1 The Delivery Authority acknowledges the terms of PRA clause 34 which provides for a handover of Work in Progress as between the Corporate Officers and the Sponsor Body.
- 81.2 Pursuant to the PRA, "Work in Progress" means work or services of any nature relevant to the Works which were commissioned by the Corporate Officers at any time, are incomplete and will be transferred to the Sponsor Body (or the Delivery Authority) by way of either a novation of the contract or pursuant to the transfer scheme provided in paragraph 19 of Schedule 1 to the Act.
- 81.3 Prior to any Work in Progress being handed over to the Sponsor Body (or the Delivery Authority) by the Corporate Officers on the dates agreed, the Corporate Officers will provide a report in the format of the template set out in Schedule 5 (PRA template for Handover Works) and inclusive of:
- 81.3.1 a history of the Work in Progress and stage of completion;
  - 81.3.2 listing of any deliverables produced (such as drawings or reports);
  - 81.3.3 the latest accepted programme and account;
  - 81.3.4 any issues that have arisen to date;
  - 81.3.5 the details of the contracts pursuant to which the Work in Progress is being carried out (including all specifications, contract data and pricing documents);
  - 81.3.6 the health and safety file; and
  - 81.3.7 insurance documents and notices issued, assessment records and all other project management and other Employer information.
- 81.4 The Sponsor Body will be afforded a chance by the Corporate Officers to review the report provided prior to the handover taking effect, and the Sponsor Body will consult the Delivery Authority in this regard.
- 81.5 Once the Work in Progress is handed over to the Sponsor Body (or the Delivery Authority) from the Corporate Officers by way of novation or transfer scheme:
- 81.5.1 the Work in Progress will be Works and carried out by the Delivery Authority and overseen by the Sponsor Body; and
  - 81.5.2 neither the Sponsor Body nor the Delivery Authority will have any recourse to the Corporate Officers, unless otherwise agreed, for the progress, cost, defect, completion or quality of the Work in Progress; and
  - 81.5.3 the Sponsor Body and Delivery Authority (as the case may be) will be responsible for resolving disputes, pursuing claims and giving instructions from the Handover Date.

## **82 POSSESSIONS AND HANDOVER**

- 82.1 The Parties will comply with the Possession and handover process set out in Appendix 12 which is to be agreed between the Sponsor Body and the Corporate Officers pursuant to PRA clause 35.
- 82.2 The Sponsor Body agrees to consult the Delivery Authority before agreeing to Appendix 12 or any revision of it.

## **83 COMPLETION AND RETURN**

- 83.1 Following acceptance of the Works from its Delivery Contractors, the Delivery Authority will notify the Sponsor Body when it considers the Works on any Possession to be complete and ready for hand back.
- 83.2 As provided in PRA clause 36, when the Works in a Possession are agreed by the Sponsor Body to be Complete, the Sponsor Body will notify the Corporate Officers of its view and within thirty (30) days the relevant Corporate Officer(s) will notify the Sponsor Body that the Corporate Officer(s):
  - 83.2.1 agree that Completion has occurred and that they are ready and willing to take back possession; or
  - 83.2.2 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. Following consultation with the Delivery Authority, the Sponsor Body may:
    - (a) rectify such issues set out by the Corporate Officers before recommencing the process set out in this Clause; or
    - (b) refer the matter for consideration at a meeting of the PRG.
- 83.3 The Delivery Authority agrees to support the Sponsor Body in its actions under Clause 83.2.2.
- 83.4 Agreement by the Corporate Officers that Completion has occurred signifies only that the Corporate Officers agree to take back possession. The Corporate Officers are not accountable or responsible for certifying Completion which is a matter for the Sponsor Body and Delivery Authority in accordance with Clause 83.1.
- 83.5 Following the Corporate Officers' agreement pursuant to Clause 83.2 above, the Sponsor Body and the Corporate Officers will sign the Return Certificate in the form set out in Annex 6 and the Sponsor Body and Delivery Authority will vacate the Possession.

## **84 HEALTH AND SAFETY**

- 84.1 As provided in PRA clause 37, the party who controls the specific premises, or has Possession of a Decanted Area, will be accountable for the health and safety risks on that Possession.
- 84.2 The Sponsor Body agrees to liaise with the Corporate Officers and the Parties agree to cooperate and liaise with one another to provide a safe working environment for all those on the Parliamentary Estate by:
  - 84.2.1 putting in place arrangements which comply with the duties imposed by the Health and Safety at Work Act 1974;

- 84.2.2 providing one another with sufficient information, including notification of any significant new health and safety hazards, to enable the effective management of risks; and
- 84.2.3 notifying one another promptly of any health and safety incident on a Programme worksite which is reportable to the Health and Safety Executive.
- 84.3 The Sponsor Body will promptly inform the Delivery Authority of any notification it receives of a safety incident elsewhere on the Parliamentary Estate.
- 84.4 The Delivery Authority will:
  - 84.4.1 comply with the health and safety duties in Clauses 84.1 and 84.2 on behalf of the Programme under this Agreement;
  - 84.4.2 observe, perform and discharge its obligations, requirements and duties arising under the CDM Regulations, including in its responsibilities as Client;
  - 84.4.3 procure that its Delivery Contractors adopt exemplary health, safety and wellbeing standards;
  - 84.4.4 not limit the Delivery Authority's liability for breaches of health and safety Law or contractual provisions relating to health and safety; and
  - 84.4.5 provide the Sponsor Body with information about its assurance regarding its performance of these duties.

## **85 PROGRAMME LOGISTICS INCLUDING COORDINATION**

- 85.1 As provided in PRA clause 38, all deliveries to Parliamentary premises must either:
  - 85.1.1 be screened at the Off Site Consolidation Centre or by an alternative provider approved by the Parliamentary Security Department; or
  - 85.1.2 come from a supplier accredited by the Parliamentary Security Department under the Known Supplier system.
- 85.2 Where delivery access points for the Programme and Parliamentary deliveries are shared, the Parties and the Corporate Officers will agree in writing which one of them will be accountable for safety and security of the shared area.
- 85.3 The Parties and the Corporate Officers 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.

## **86 MITIGATION AND MANAGEMENT OF FIRE RISK**

- 86.1 As provided in PRA clause 41, the Delivery Authority will on any Possession granted to it (or its Delivery Contractors) directly by the Corporate Officers or through the Sponsor Body:
  - 86.1.1 comply with the fire safety duties as 'responsible person' under the Regulatory Reform (Fire Safety) Order 2005 on behalf of the Programme under this Agreement;
  - 86.1.2 procure that its Delivery Contractors adopt exemplary fire risk, mitigation and safety standards; and

86.1.3 be liable for and not limit its Delivery Contractors' and Delivery Sub-Contractors' liability for breaches of fire safety legislation or contractual provisions relating to fire.

## **87 COMPLIANCE WITH ACCESS REQUIREMENTS**

- 87.1 As provided in PRA clause 42, 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.
- 87.2 The Sponsor Body will provide the Delivery Authority with extant requirements as they are amended or updated and provided to the Sponsor Body by the Corporate Officers from time to time.

## **88 EMERGENCY PLANNING**

- 88.1 As provided in PRA clause 43, the Sponsor Body and the Delivery Authority will develop, and the Sponsor Body will agree, with the Corporate Officers 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 Sponsor Body and the Delivery Authority shall consult the Parliamentary Business Resilience Group before agreeing its emergency plan for the Programme.
- 88.2 The Parties and the Corporate Officers will agree protocols for cooperation on the operational management of incidents which span areas controlled by more than one of them.

## **89 ACQUISITION OF PROPERTY**

- 89.1 The Delivery Authority acknowledges the terms of PRA clause 48 from which this Clause 89 is a flow down.
- 89.2 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.
- 89.3 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 Sponsor Body and the Sponsor Body may subsequently sub-delegate the management of the acquisition process to the Delivery Authority.

## **PART 10 PROGRAMME MANAGEMENT**

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

- 90.1 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.
- 90.2 Throughout the term of this Agreement, the Delivery Authority will create and maintain Programme Management Information to enable the Delivery Authority to:
- 90.2.1 manage, develop and deliver the Programme in a manner that is consistent with Best Current Practice; and
  - 90.2.2 demonstrate it is managing, developing and delivering the Programme in accordance with this Agreement.
- 90.3 Throughout the term of this Agreement, the Delivery Authority will use and share such Programme Management Information to report to the Sponsor Body to enable the Sponsor Body to:
- 90.3.1 review and measure the progress of the Programme, in particular in terms of progress against the Sponsor Body’s Requirements and the agreed Delivery Schedule, Cost Model and the Benefits Statement for each Phase;
  - 90.3.2 identify risks and issues which are affecting or may potentially affect the delivery of the Programme in accordance with the Sponsor Body’s Requirements and the agreed Delivery Schedule, Cost Model and the Benefits Statement for each Phase;
  - 90.3.3 make informed decisions relating to the Programme; and
  - 90.3.4 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**

- 90.4 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:
- 90.4.1 produce and submit reports in accordance with this Agreement;
  - 90.4.2 at all times, grant the S-Rep access to the Programme Management Information;
  - 90.4.3 comply with Best Current Practice in terms of openness and transparency in a manner that allows decisions to be open to scrutiny and justification;
  - 90.4.4 use consistent presentation and format in preparing Delivery Reports based on Programme Management Information;
  - 90.4.5 have regard to avoiding duplication and unnecessary administration and bureaucracy in its reporting; and

90.4.6 comply with the Programme Reporting Requirements agreed in accordance with this Clause 90.

#### **Programme Information Management System**

90.5 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”).

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

#### **Monthly Programme Delivery Report**

90.7 In accordance with timescales to be agreed with the Sponsor Body, the Delivery Authority will submit to the Sponsor Body 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.

90.8 The Monthly Programme Delivery Report will report on the topics set out in paragraph 1 of Appendix 1 and comply with the principles set out in this Clause 90. 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.

90.9 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**

90.10 Subject to the Parties’ duties of confidentiality set out in Clause 63, the Sponsor Body shall provide reports to the Corporate Officers every three (3) months on the topics set out in Appendix 1 and comply with the principles set out in this Clause 90 (the “Quarterly Reports”). In particular, the Quarterly Reports shall include:

90.10.1 an update on the recent and planned activity of the Sponsor Body and Delivery Authority, including consultation and engagement with both Houses of Parliament;

90.10.2 the latest integrated schedule for the Parliamentary Building Works; and

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

90.11 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.

90.12 In accordance with timescales to be agreed with the Sponsor Body, the Delivery Authority will support the Sponsor Body, as requested, to enable the Sponsor Body to provide the Quarterly Reports to the Corporate Officers.

#### **Annual Programme Delivery Report**

90.13 In accordance with timescales agreed by the Sponsor Body and Delivery Authority, the Delivery Authority will provide an “Annual Programme Delivery Report” to the Sponsor

Body. The content of this report will be agreed between the Parties before it is provided to the Sponsor Body.

## **91 SCHEDULE FOR THE PROGRAMME**

- 91.1 The Delivery Authority will develop a single schedule for the Programme which will be used by both Parties as the basis for detailed planning (to be known as the “Programme Schedule”).
- 91.2 The Programme Schedule will represent the best current view of Programme timings and will include all key activities, milestones and known dependencies for the agreed Programme scope, the House of Lords decant, the Sponsor Body and other key stakeholders involved in delivery. 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.
- 91.3 The initial Programme Schedule will be provided for discussion with the Sponsor Body within a timescale to be agreed between the Parties and will cover the Programme scope as at the date of this Agreement.
- 91.4 The Programme Schedule will be reviewed quarterly after the initial Programme Schedule is produced. Subject to approval as required under the Change Control Procedure, the Programme Schedule will be re-baselined as necessary to reflect any significant changes to the critical path, key milestones or decision dates.

## **92 PROCUREMENT AND SUPPLY CHAIN MANAGEMENT**

- 92.1 The Delivery Authority will develop and implement a Procurement Policy and a Supply Chain Management Strategy that reflects those matters set out in section 2(5) of the Act to which the Sponsor Body (and accordingly the Delivery Authority) must have regard 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.
- 92.2 The Procurement Policy and Supply Chain Management Strategy will be subject to agreement of the Sponsor Body in accordance with Appendix 1.
- 92.3 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.

## **93 STAFF AND SUPPLY CHAIN COMPLIANCE**

- 93.1 Whenever in this Agreement the Delivery Authority is bound to comply with an obligation, Agreed Standard, keep a record or provide information or equivalent it will require that its Delivery Contractors and Delivery Sub-Contractors and consultants (of any tier), appointees and staff do likewise.

## **PART 11 CHANGE**

### **94 CHANGE TO SPONSOR BODY’S REQUIREMENTS**

- 94.1 The process for managing any change to the Sponsor Body’s Requirements, or to matters set out in the Operational Authorities Document, or which may require a call on the Sponsor Contingency, is set out in Appendix 2.

## **95 SPONSOR BODY AND DELIVERY AUTHORITY CHANGE**

- 95.1 The provisions of Appendix 2 will apply in respect of Sponsor Body Changes and those Changes set out in the Operational Authorities Document as described in Clause 94.1.
- 95.2 The Delivery Authority will develop and implement a detailed change control process to manage all changes within agreed Delivery Authority scope. This will provide early visibility to the Sponsor Body of the detailed change control process to be implemented and will communicate to the Sponsor Body as soon as reasonably practicable any changes that are likely to become Sponsor Body Changes as described in Clause 94.1.

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

- 96.1 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 Strategic Objectives and/or the Sponsor Body's Requirements.
- 96.2 If a Change in Law or Force Majeure Event occurs which the Sponsor Body considers will affect the Strategic Objectives or Sponsor Body's Requirements, the Sponsor Body will propose the relevant Change to the Strategic Objectives or Sponsor Body's Requirements through the Change Control Procedure.

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

### **97 REVIEW AND ASSURANCE BY THE SPONSOR BODY AND OTHERS**

- 97.1 The Sponsor Body has 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.
- 97.2 The provisions of Clause 97.1 are in addition to formal review by the Sponsor Body and others that may take place at any of the Governance meetings described at Part 5 of this Agreement.
- 97.3 The Programme will commission reviews at key points by external parties, in line with best practice. The Delivery Authority will support the Sponsor Body 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.
- 97.4 Review of the Delivery Authority's activities by other external parties will, as far as practically possible, be co-ordinated and managed through the Sponsor Body so as to avoid unnecessary duplication which might otherwise hinder the Delivery Authority's ability to focus on delivery of the Programme. For this purpose, the Sponsor Body 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 Sponsor Body Audit Committee.
- 97.5 The framework for assurance envisaged for the Programme as at the date of this Agreement is illustrated at Appendix 7. The Parties will work collaboratively to agree the detailed assurance arrangements and processes that will operate between the Sponsor Body 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. 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.

### **98 SPONSOR BODY INTERVENTION**

- 98.1 Section 4(1)(c) of the Act requires that this Agreement contains provision about how, and in what circumstances, the Sponsor Body 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 Sponsor Body where the Sponsor Body considers that the Delivery Authority is not performing those duties effectively and efficiently.
- 98.2 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 Sponsor Body or of the Delivery Authority to meet their obligations under this Agreement and the Parties will strive to resolve the matter at a working level.
- 98.3 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.
- 98.4 If the matter cannot be resolved by the Representatives, the Sponsor Body 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 PDAG, in accordance with a timescale agreed by PDAG.

98.5 If the Remedial Action Plan is not endorsed by PDAG within the timescale agreed by PDAG and if it appears to the Sponsor Body that there is still a Significant Risk that the Delivery Authority will not:

98.5.1 deliver the Sponsor Body's Requirements, or any part thereof, within the latest agreed schedule and budget, and/or

98.5.2 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 Sponsor Body may give notice to the Delivery Authority that a Performance Default has occurred.

98.6 Where a Performance Default notice has been given, the Sponsor Body will consider the impact of the Performance Default and, without prejudice to any other express rights or remedies of the Sponsor Body pursuant to this Agreement, the Programme Documents 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:

98.6.1 to require the Delivery Authority to promptly develop and (following the Sponsor Body's 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

98.6.2 to work with the Delivery Authority to agree an amendment to the Sponsor Body's Requirements, the Delivery Strategy, Appendix 4 and/or any other document referred to in this Agreement which will have the effect of eliminating the Performance Default.

98.7 In the event of persistent Performance Default and/or failure to implement an agreed Remedial Action Plan the Sponsor Body may, at its discretion, discuss with the Delivery Authority Chair the suitability of the responsible Director to rectify the Performance Default.

98.8 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 Sponsor Body may, at its discretion, propose to remove the Delivery Authority Chair from office in accordance with Schedule 2, paragraph 3, of the Act.

## **99 REFERRAL OF DISPUTES**

99.1 All Disputes between the Sponsor Body and the Delivery Authority regarding matters in this Agreement will be resolved in accordance with the escalation procedure set out in this Clause 99.

99.2 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.

99.3 Notwithstanding Clause 99.1, 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 99.

**Level One: Representatives**

- 99.4 As soon as practicable, but in any event within five Working Days of the Referral Date, the Sponsor Body and the Delivery Authority's Representatives will meet to seek to resolve such Dispute.

**Level Two: Chief Executive Officer of the Sponsor Body and the Chief Executive Officer of the Delivery Authority**

- 99.5 If the Representatives do not resolve the Dispute within 20 Working Days of the Referral Date (or such other period as the Parties may agree), the Dispute will be referred for discussion and resolution between the Chief Executive Officer of the Sponsor Body and the Chief Executive Officer of the Delivery Authority (the "Second Level Representatives").

**Level Three: Chair of the Sponsor Body Board and the Chair of the Delivery Authority Board**

- 99.6 If the Second Level Representatives do not resolve the Dispute within 20 Working Days of the Referral Date (or such other period as the Parties may agree), the Dispute will be referred for discussion and resolution between the Chair of the Sponsor Body Board and the Delivery Authority Chair (the "Third Level Representatives").

**Level Four: The House Commissions**

- 99.7 If the Third Level Representatives do not resolve the Dispute within 20 Working Days of the Referral Date (or such other period as the Parties may agree), the Dispute may be referred to the House Commissions in accordance with section 4(4) of the Act.

**Status of Dispute pending resolution**

- 99.8 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**

- 99.9 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.

**100 NO REMEDIES**

- 100.1 The Delivery Authority acknowledges the terms of PRA clause 57 (No remedies).

- 100.2 Without prejudicing or limiting the Sponsor Body's rights of review and Intervention in accordance with Clauses 98 and 99, the Parties agree that except as provided in Clause 101 below, the Parties:

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

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

## **101 COMPENSATION FOR LOSSES CAUSED BY THIRD PARTIES**

101.1 The Delivery Authority acknowledges the terms of PRA clause 58 (Compensation for losses caused by third parties).

101.2 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 101.3.

101.3 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 after dissolution of the Sponsor Body in substantially the same form as the collateral warranty in Appendix 8.

## **PART 13 GENERAL CONDITIONS**

### **102 ENTIRE AGREEMENT**

102.1 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.

### **103 PROCEEDINGS**

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

### **104 SEVERABILITY**

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

### **105 GOVERNING LAW**

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

### **106 WAIVER**

106.1 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.

### **107 NOTICES**

107.1 Any notice or other communication (other than information provided under Clause 12.4 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.

### **108 NO PARTNERSHIP OR AGENCY**

108.1 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.

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

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

108.2.2 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 or in the PRA.

#### **109 No ASSIGNMENT**

109.1 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.

#### **110 FURTHER ASSURANCE**

110.1 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.

#### **111 No THIRD PARTY RIGHTS**

111.1 This Agreement shall not confer a benefit on any third party and therefore excludes the Contracts (Right of Third Parties) Act 1999.

#### **112 COUNTERPARTS**

112.1 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 is signed by the Parties and completed on **12<sup>th</sup> August** **2021**

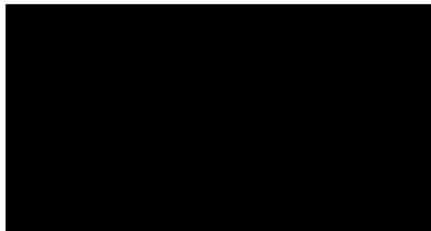
**SIGNED** on behalf of  
**THE PARLIAMENTARY WORKS SPONSOR BODY**  
by an authorised signatory



Signature:.....

Name: Sarah Johnson

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



Signature:.....

Name: David Goldstone

## Schedule 1 PRA SCOPE OF THE WORKS

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

<b>Included within scope</b>	
The restoration of the Palace of Westminster	All works for the restoration of the Palace after decant, including completion of any work on the Palace commenced by the Corporate Officers that is not complete at decant, and all work to prepare for those works.
The creation of a decant chamber for the House of Lords	The preparation for and delivery of the building works to the QEII building.
The decant of Heritage and Commons Library Collections	The preparation for and delivery of the decant of the Heritage and Commons Library Collections.
<b>Included within scope – subject to designation by both House Commissions under section 1 of the Act</b>	
The delivery of projects relating to the Parliamentary Estate (apart from the Palace of Westminster) as it existed in April 2020 ("the wider Estate")	Any future works relating to the wider Estate connected with the restoration of the Palace of Westminster.
<b>Excluded from scope</b>	
Current Palace works	<p>All current Palace works up to the point of decant are excluded, unless otherwise specified.</p> <p>In particular, the following works are excluded:</p> <ul style="list-style-type: none"> <li>• Archives Relocation Programme</li> <li>• Lords Library Collections</li> <li>• Commons Moves</li> <li>• Elizabeth Tower Project</li> <li>• Cast Iron Roofs Programme</li> <li>• Maintenance and Emergency work up to decant</li> </ul>

2. As provided in PRA clause 23, the works referred to in Clause 1 of this Schedule 1 are works of restoration and renewal to the Palace under section 1(1)(a) of the Act, together with any works under section 1(1)(c) of the Act. Restoration and renewal does not include:
- a. works relating to the Parliamentary Estate (apart from the Palace of Westminster) as it existed in April 2020 unless and to the extent designated pursuant to section 1(1)(b) of the Act;
  - b. business as usual maintenance or upkeep of the Palace or repairs prior to the Decanted Area Date;

- c. any works commenced or instructed by the Corporate Officers, or either of them, before the coming into force of the Act.

## Schedule 2 PRA AGREED STANDARDS

Agreed Standards
Parliament's Behaviour Code
Parliamentary Pass Policy
Parliamentary Security Clearance Policy
General Filming and Photography Rules (Commons) and Filming Rules (Lords)
Response in the event of a recall of Parliament
Response in the event of Operation Marquee
<p>Parliamentary information and data standards listed in the Restoration &amp; Renewal Information Governance Strategy, which include:</p> <ul style="list-style-type: none"> <li>• Asset Information Requirements (IHSE)</li> <li>• Authorised Records Disposal Practice</li> <li>• Collection &amp; Acquisitions Policy (archivally important material to submit to Parliamentary Archives)</li> <li>• Built Asset Security documents: <ul style="list-style-type: none"> <li>○ Strategy</li> <li>○ Management Plan</li> <li>○ Information Requirements</li> </ul> </li> <li>• Data Policies and Standards (action here to clarify those held by Parliament currently)</li> <li>• Digital Preservation Policy</li> <li>• Digitisation Standard</li> <li>• Employer Information Requirements (IHSE) <ul style="list-style-type: none"> <li>○ Level of Detail</li> <li>○ Level of Definition</li> <li>○ Managed Assets List</li> </ul> </li> <li>• Guidance for collecting sensitive or personal Parliamentary data</li> <li>• Organisational Information Requirements (IHSE)</li> <li>• Parliamentary Information and Records Management Policy</li> <li>• Parliamentary Protective Marking Scheme</li> <li>• Photographs Disposal Policy</li> <li>• Sharing Parliamentary Information with Contractors (guidance)</li> </ul>
Use of Parliament's Offsite Screening and Consolidation Centre (OSCC) and Known Supplier arrangements
Intrusive works access approval process
Permit to work systems
Parliamentary Fire Safety Plan
London Living Wage and Real Living Wage (where appropriate)
Salvage Guidance

**Schedule 3 PRA TEMPLATE FOR INVENTORY OF HERITAGE ITEMS, COMMONS LIBRARY  
COLLECTIONS AND GOODS**

Inventory of Heritage Items

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

Inventory of Commons Library Collections

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

Inventory of Goods

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

**Schedule 4 NOT USED**

## Schedule 5 PRA TEMPLATE FOR HANDOVER WORKS

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

## **Schedule 6 PRA TEMPLATE FOR EXTERNAL STAKEHOLDER REGISTER**

[Restricted: Personal Data]

## Schedule 7 REPRESENTATIVES

### Representatives of the Sponsor Body

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

### 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 8 POSSESSIONS AND HANDOVER (INCLUDING PRA POSSESSIONS TABLE)**

### **1. POSSESSIONS AND HANDOVER**

This part 1 of Schedule 8 flows down PRA clause 35 regarding Possessions and Handover and the Delivery Authority acknowledges its terms and agrees to comply with the procedures in accordance with Clause 82 of this Agreement.

- 1.1. A Possession occurs when the Sponsor Body enters and occupies an area for the purpose of carrying out physical Works in or to that area. It is acknowledged that in practice it will be the Delivery Authority or its Delivery Contractors physically occupying the relevant area.
- 1.2. The Sponsor Body will take Possession in three forms:
  - 1.2.1. a “Minor Possession”, being works of a minor or short term nature to a part of the building or asset while the area around the Works is still otherwise in normal use. An example is the replacement of an electrical board or a survey.
  - 1.2.2. a “Worksite Possession”, which is a construction site within an operating building. The Sponsor Body takes responsibility within the worksite itself but accountability and control of the building remains with the Corporate Officers. An example would be works to fit out an office within an existing building.
  - 1.2.3. a “Decanted Area Possession” is a building or substantial part of a building which is fully vacated and handed to the Sponsor Body who assumes accountability. This shall principally apply to the Palace but may apply to other buildings where Parliamentary Building Works are to be carried out in accordance with section 1 of the Act.

#### **Minor Possessions**

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

#### **Worksite Possessions and Decanted Area Possessions**

- 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 (not including Minor Possessions) and management plan
The Parliamentary Soft Landings Procedure	A procedure devised by the Parties which sets out the steps required before a future worksite is handed over as a Possession
The Possession Table	A table recording the allocation of accountabilities agreed through the Parliamentary Soft Landings Procedure discussions for a particular Worksite Possession or Decanted Area

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

- 1.5. The Sponsor Body shall arrange for the Delivery Authority to prepare, in consultation with the Corporate Officers, an overall outline of their proposals for managing each Worksite Possession and Decanted Area. The outline shall include a high-level forecast for required possession dates and durations. The outline shall be known as the "Possession Strategy" and the first version shall be prepared within six months of this Agreement being signed and then reviewed at least every six months.
- 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 attached to the PRA at Appendix 7 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 8 (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 8 (Possession Table) sets out the expected allocation of duties in the table but the Parties acknowledge that this may be different from Possession to Possession and especially in respect of any Decanted Area Possession. Possession shall not be taken until the Possession Table is agreed.

#### *Decanting*

- 1.8. Having consulted the Sponsor Body, the relevant Corporate Officer shall devise a Decant Procedure for each area to be a Decanted Area, which will be agreed by the Parties and attached to this Agreement as Appendix 6. This procedure shall include a detailed programme for vacating each area, which takes into account the Programme schedule. The Corporate Officers shall provide clear milestone dates and dependencies so that the Sponsor Body and the Delivery Authority are clear as to any requirements of them.
- 1.9. The Decanted Area Date shall occur no sooner than the dependencies in the Decant Procedure have been satisfied and a Possession Table is agreed.

#### *Handover*

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

**PRA POSSESSIONS TABLE**

<b>Duty/Responsibility</b>	<b>Party Responsible and Accountable</b>
Security outside the boundary of the site, including monitoring of cameras and alarms and response	
People access to the site	
Checking, screening and control of vehicles, equipment and consignments into and out of the site	
Security within the site	
Fire risk	
Health and safety	

Signage (Internal/External)	
Power and utilities	
Broadband and communications facilities	
Reporting and information of progress to users or those inconvenienced	
Care of items within the site	
Asbestos management	

### Schedule 9 PRA RISKS (FOR INFORMATION)

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

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

Risk Number	10
Risk Name	Design risk (concept)
Risk Definition	Risk that the design concept does not meet expectations
Risk Owner	Sponsor Body
Justification	Best able to manage as will employ specialist staff
Risk Number	11
Risk Name	Design risk (outcomes)
Risk Definition	The risk that detailed designs, as built to agreed requirements, prove expensive or impractical to maintain, or not what is needed
Risk Owner	Each organisation will manage its own risk
Justification	This risk will have consequences which survive the Programme
Risk Number	12
Risk Name	Legal risk
Risk Definition	Risk that Programme does not, or appears not to, comply with legislation, regulations, contracts, etc
Risk Owner	Sponsor Body
Justification	Determined by the Parliamentary Buildings (Restoration and Renewal) Act 2019; risk does not live beyond the Programme
Risk Number	13
Risk Name	Digital Systems risk
Risk Definition	The risk that the Programme does not have the digital systems that it needs to support delivery
Risk Owner	Sponsor Body
Justification	Programme accountable for its own administration; risk does not live beyond the Programme
Risk Number	14
Risk Name	Resource risk
Risk Definition	The risk that the Programme is not staffed appropriately
Risk Owner	Sponsor Body
Justification	Programme accountable for its own administration; risk does not live beyond the Programme
Risk Number	15

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

## **Schedule 10 RISKS AND CONTINGENCY MANAGEMENT PRINCIPLES**

1. 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:
  - a. Corporate Officer risks
  - b. Tier 1: Sponsor Body risks
  - c. Tier 2: Delivery Authority Programme risks
  - d. Tier 3: Delivery Authority Project risks
- 1.1 **Corporate Officer risks** are those over which the Programme has 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 9).
- 1.2 **Tier 1: Sponsor Body risks** are those over which the Programme has control and should reasonably be anticipated. Examples may include change in decant location, change in scope originated by the Sponsor Body, significant change to Sponsor Body's Requirements and construction inflation in excess of agreed allowances made in Delivery Authority contingency.
- 1.3 **Tier 2: Delivery Authority Programme risks** 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.
- 1.4 **Tier 3: Delivery Authority Project risks** 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 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 Risk registers, contingency provisions and decisions made in their management will be open and transparent to the Parties.

## Schedule 11 FUNDING AND PROGRAMME PHASES

### Relationship between Outline Business Cases, Funding and annual Estimates

In this Schedule, terms have the meanings defined in the main agreement, or if not defined there, as follows:

- Expenditure limit: has the meaning given to it in Schedule 4 of the Act at 4(1) for Phase One and 8(7) for Phase Two
- R&R programme: The Restoration and Renewal Programme with its scope at commencement of the Act, being the Palace works, Lords decant and Heritage decant

A number of uncertainties at the time of the drafting of the Parliamentary Buildings (Restoration and Renewal) Act 2019 (the Act) meant that it was impossible to set out clearly in the Act the relationship between the various Outline Business Cases (OBCs) for aspects of the Programme and the funding provisions in the Act.

The underlying issue is that while there will be a number of OBCs completed at different times and potentially approved in different ways for distinct parts of the overall programme, there will be only one annual estimate to fund the Sponsor Body (SB) / Delivery Authority (DA), and only one Phase Two funding envelope. However, Phase One funding envelopes are more complicated. It is important to be clear what each number will include.

#### Phase One

Phase One scope and funding is summarised in the table below.

Part of Scope	OBCs required	Funding includes	Annual Estimate includes
R&R programme	Lords decant, Palace, Heritage decant	All work on Lords decant, development of Palace and Heritage decant OBCs, and all overheads, up to end of Phase One	All work that is in the scope of the SB/DA for the relevant year, with separately identifiable and ring-fenced costs
Anything else designated	If OBC already approved, nothing more needed, otherwise separate or merged OBC required	TBC whether rolled into R&R programme funding or kept separate – may be case by case	

#### Phase Two

The Phase Two expenditure limit (which the Act requires to be set by resolution of the two Houses) will roll up the costs of all work that is in scope for the programme. This means that the motion put to the Houses for approval will present a sum of parts, some of which may have already been approved by different routes.

Part of Scope	OBCs already completed	Expenditure limit includes	Annual Estimate includes
R&R Programme	Lords decant, Palace, Heritage decant*	All work that is in the scope of the SB/DA, including remaining	All work that is in the scope of the SB/DA at the time

Anything else designated	If no separate approval, include in R&R Programme OBC	cost on any Parliamentary projects that are designated, and <u>anticipated cost to go on transfer</u> of any works that will transfer later, all including risk and inflation	
Works transferring on decant	Anything in this category should already have an OBC approved by Houses		

*\*If Heritage is not completed, the best available estimate of the costs will need to be included in the motions for approval. Otherwise, the Parties will have to go back shortly after to revise the expenditure limit.*

### **Transition year**

The Parties are also to consider the case of a transitional year. This is described in the Act as a financial year which spans the end of Phase One and the start of Phase Two.

Timing of the House approvals that mark the end of Phase One will be uncertain, so from an Estimate point of view a year which may turn out to be the Transition year has to prepare its Estimate as if it was a Phase One year. The Estimate itself includes exactly the same costs as a Phase Two Estimate would anyway. The test carried out by the Estimates Commission is the Phase One test and still compares 'apples with apples', so there is no problem.

**Schedule 12 PRA RESPONSIBILITIES REGARDING THE RESTORATION OF THE PALACE OF  
WESTMINSTER AND DECANT ARRANGEMENTS\***

This Schedule 12 will be incorporated into this Agreement when it is available from the PRA (PRA Appendix 10).

**Schedule 13 NOT USED**

**Schedule 14 PRA RESPONSIBILITIES REGARDING HERITAGE ITEMS AND THE COMMONS  
LIBRARY COLLECTIONS**

This Schedule 14 will be incorporated into this Agreement when it is available from the PRA (PRA Appendix 12).

## **Appendix 1 SPONSOR BODY'S REQUIREMENTS**

### **1. SPONSOR BODY'S REQUIREMENTS**

**1.1** The primary purpose of the Delivery Authority until approval of the R&R Programme OBC is to take any action that it believes to be necessary or expedient for the purpose of:

- Supporting the Sponsor Body to define and develop the Programme;
- Supporting the Sponsor Body to develop the R&R Programme OBC and Enabling Projects OBCs;
- Providing functional support to the Sponsor;
- Developing its own capability to deliver the Programme; and
- Delivering any incomplete works of the Corporate Officers, if and to the extent the relevant contracts are transferred to the Delivery Authority, as agreed between the Parties pursuant to clause 20.4.

**1.2** Through delivering these areas of work, the Delivery Authority will implement the requirements of the Act, the PRA, the PDA and all Task Briefs issued under the PDA by the Sponsor Body, in so far as they relate to the Delivery Authority.

**1.3** At the Commencement Date of this Agreement the following Task Briefs have been issued to the Delivery Authority by the Sponsor Body under the PDA:

TB-002 (Document Number: 4107-RRP-GA-RE-00024\_01\_R)  
House of Lords Decant / Support for project Outline Business Case  
Version 02 dated March 2021

TB-003 (Document: Heritage Decant – Task Brief v1.0)  
Heritage Collections Decant / Support for project Business Case  
Version 1.0 dated 1/07/2020

TB-004 (Document Number: 4107-RRP-GA-PL-00053\_02\_R)  
Support for the R&R Programme Outline Business Case (OBC)  
Version 02 dated 29/03/21.

### **2. SCOPE OF DELIVERY AUTHORITY'S WORK**

#### **2.1 Supporting the Sponsor Body to define and develop the Programme**

##### **2.1.1 Develop Vision, Objectives and Strategic Themes**

The Delivery Authority will support the Sponsor Body in developing and re-confirming the Programme Vision, Strategic Objectives and Strategic Themes, implementing the recommendations of the Strategic Review and in developing and defining specific targets for application to the Programme.

The Delivery Authority will consider how progress and outcomes will be measured and reported for each Strategic Objective or Theme, implementing these metrics as soon as practicable.

##### **2.1.2 Define the Scope of the Programme**

There will be significant detailed work to define the scope of the Programme as the Programme develops and design of the individual projects progresses and the Delivery Authority will provide technical support, as requested by the Sponsor Body, to enable the Sponsor Body to define the detailed scope of the Programme and what is excluded from Programme scope.

Potential scope to be considered for the Programme includes:

#### **2.1.2.1 Land & Buildings**

- **Buildings**

The Palace, the Northern Estate; House of Lords decant and other buildings potentially required for decant purposes; accommodation required for business continuity purposes; and other buildings on or outside of the Parliamentary Estate that may be required to fall within the scope of the Programme as determined by the House Commissions.

- **Land**

The landscape and public realm to be included in scope, including that within and adjacent to the Parliamentary Estate and other land that may be required to be in scope, and whether, for example, areas such as Parliament Square will be in scope.

- **Spaces**

Spaces that will be required for construction operations and logistics including spaces on and off-site, access routes to and from site, potential use of the river for access and site operations.

- **Boundaries and Interfaces**

Defining the boundaries, interfaces and interface management implications arising from the spatial definition of Programme scope (e.g., interfaces and technical integration with other Parliamentary projects; those of neighbours and interfaces with transport and utilities operations).

#### **2.1.2.2 Accountability for Decant**

Decant of Members, Peers, staff, service providers and other 'resident users' of the Palace and their associated equipment and storage will be clearly defined, and the Delivery Authority will support the Sponsor Body as requested to identify accountabilities and develop plans for decant activities.

#### **2.1.2.3 Technical Options**

Technical Options for the Palace scheme to be delivered will be considered as part of the R&R Programme OBC task brief process.

#### **2.1.2.4 Digital Strategy**

The scope of the "Digital Strategy" will be defined including (but not limited to) the following aspects:

- Data management.
- Information management.
- Application of digital technology in the planning, design, procurement and delivery of the building Works, and reporting thereof.
- Application of digital technology in the maintenance and operation of the restored and renewed Palace and Parliamentary Estate.

- Opportunities for shared processes, information and data management between the Sponsor Body and the Delivery Authority and with other parties involved in the Programme.

#### **2.1.2.5 Heritage Items and Commons Library Collections**

The scope of work on Heritage Items and Commons Library Collections will be defined including (but not limited to) the following aspects:

- Accountability for decant of artefacts in advance of construction and for recant post construction.
- Management of artefacts that are decanted during construction (for example, logistics, storage, return to owners, use in exhibitions, undertake conservation etc.).
- Protection of artefacts left in-situ whilst construction is underway.

#### **2.1.2.6 Legacy Operation and Maintenance**

The Delivery Authority will provide support as requested by the Sponsor Body in defining the accountability for operation and maintenance within the whole life cycle including (but not limited to) the timely planning for the smooth transition and handover of the buildings to those who will be responsible for legacy operation and maintenance.

#### **2.1.2.7 Handover of Work in Progress in the Palace**

The Delivery Authority acknowledges the terms of PRA clause 34 which provides for a handover of Work in Progress as between the Corporate Officers and the Sponsor Body.

As at the date of this Agreement, Work in Progress in the Palace (i.e. work which is planned and being carried out by House Services and Strategic Estates (IHSE) on behalf of the Corporate Officers) is outside the scope of the Works but any of the current (or future) works which are incomplete by the relevant Decanted Area Date will be added to scope of Works (in accordance with Clause 81 (Handover of Work in Progress) and, if necessary, a transfer of funds already approved for such Work in Progress will be made from Parliament into the Programme funding.

The Parties will work together to assess the implications of any such additional scope, including the adequacy of any transfer of funds, in accordance with Appendix 2.

#### **2.1.3 Support Developing a Stakeholder Management Strategy for the Programme**

There will be a wide range of stakeholders for the Programme: some will be key at different Programme stages whereas some will be important throughout the Programme; some will be exclusively or primarily for either the Sponsor Body or the Delivery Authority to manage and some will be key stakeholders to both or shared with Parliament. It is therefore important that key stakeholders are identified, that lead accountability for the management of each is agreed between the Sponsor Body and Delivery Authority and Parliament and that a joined-up strategy for Programme-wide stakeholder management is agreed.

With support from the Delivery Authority, the Sponsor Body will develop a “Stakeholder Management Strategy”.

The Delivery Authority will support the development of the strategy by identifying the key stakeholders that will be engaged in delivery (for example, utilities companies and transport operators), agreeing a decision framework with the Sponsor Body and bringing knowledge and experience of managing stakeholders of this type from other programmes.

Pursuant to PRA clause 12, the Sponsor Body has agreed with the Corporate Officers that it will establish and maintain a register of such External Stakeholders to which the Corporate Officers may input (as set out in Schedule 6 (PRA External Stakeholder Register)).

Where it is agreed that there ought to be a coordinated approach with a particular External Stakeholder, the Sponsor Body (on behalf of the Programme) and the Corporate Officers will also agree which of them will own that relationship (the "Stakeholder Lead"). The Stakeholder Lead will be accountable for managing the relationship with the relevant External Stakeholder after agreeing the approach with the other Parties.

#### **2.1.4 Support the development and implementation of the Requirements Management Plan**

There are various types of requirement across the Programme which are categorised as 'Obligations', 'Parliamentary Considerations', 'Programme Requirements' and 'Benefits'.

The Delivery Authority will work with the Sponsor Body, as requested, to support the development and implementation of the Requirements Management Plan for the Programme.

The Requirements Management Plan will define the various types of requirements across the Programme (including the Sponsor's Requirements, Parliament's User Requirements and the Functional Response) and will describe how Requirements will be developed and who is accountable for their development, management and implementation.

#### **2.1.5 Support communication to Parliament and Key Stakeholders**

The Sponsor Body is accountable to Parliament for the Programme and will provide regular communications to Parliament and key stakeholders to update them on progress, Significant Risks, issues and opportunities.

The Delivery Authority will support the Sponsor Body as requested in communications that the Sponsor Body needs to make to Parliament and key stakeholders which relate to the areas described above (where the Delivery Authority has provided support to the Sponsor Body to meet its deliverables) and where the Delivery Authority is accountable for delivery.

### **2.2 Supporting the Sponsor body to develop the Palace (and other) OBCs**

Business cases within the Programme will be produced in accordance with HM Treasury Guidance. The Sponsor Body is accountable for the R&R Programme OBC and Enabling Project OBCs for the Programme and will hold the strategy for their development.

The Delivery Authority will support the Sponsor Body in the development of the R&R Programme OBC and Enabling Project OBCs for the Programme in accordance with the Task Briefs issued to the Delivery Authority by the Sponsor Body under the PDA, as set out at 1.3 above.

In doing so, the Delivery Authority will:

- working with the Sponsor Body and its business case consultants, undertake the technical assessment of these options to support the Sponsor Board to decide on the preferred scheme.
- keep the Sponsor Body informed throughout development of the options for inclusion in the R&R Programme OBC and will proactively seek the Sponsor Body's direction on all significant matters or decisions concerning development of the options.
- support the Sponsor Body as requested in making its recommendation to Parliament.
- maintain a clear audit trail of its work from the outset to demonstrate the assumptions and considerations made in proposing the options.
- provide supporting information for inclusion in the R&R Programme OBC strategic case to ensure the case for change is clearly articulated.
- provide supporting strategies for inclusion in the R&R Programme OBC to set out how the preferred option will be successfully delivered. This will include information required to complete the commercial, financial and management cases.

### **Project Full Business Cases (FBCs)**

The Delivery Authority will work with the Sponsor Body to develop the strategy and agreed process whereby project FBCs, developed by the Delivery Authority, as and when required, are fully aligned with, support and do not go outside the envelope of the relevant OBC which is owned by the Sponsor Body.

## **2.3 Delivery Authority functional support to the Sponsor Body**

The Sponsor Body has various obligations to Parliament and other key stakeholders associated with its accountability for sponsorship of the Programme. The Delivery Authority is better placed to provide information and advice relating to delivery of the Programme. However, joined-up processes are required in many areas to ensure 'consistency of message' and/or to avoid duplication of effort.

The Delivery Authority will provide information and advice to the Sponsor Body as requested in a timely manner from the date of this Agreement and will work with the Sponsor Body to develop, agree, and implement joined up process for the provision of functional support in the following areas:

### **2.3.1 Strategic Communications for the Programme**

The Sponsor Body's Communications & External Affairs Team is responsible for all strategic communications for the Programme, both external and internal. The Delivery Authority will support the Sponsor Body's Communications & External Affairs Team to define the strategic communications required for the Programme, and to develop, agree and implement consistent communication processes that will describe the accountabilities of the Sponsor Body's Communications & External Affairs Team, the Delivery Authority colleagues with responsibility for internal communications and the Houses of Parliament Communications Teams.

The agreed Communications requirements, strategy and processes will likely need updating as the Programme develops, particularly following R&R Programme OBC approval as the Programme moves towards construction, when the Delivery Authority may be best placed to provide information on design, construction, and delivery matters.

### **2.3.2 Management of Freedom of Information (FOIA) requests and Parliamentary Questions (PQs)**

The Parties will comply with Part 8 of this Agreement and the Data Sharing Agreement in relation to FOIA and EIR.

The Sponsor Body will liaise with both Houses regarding its responses to PQs received by the Sponsor Body and any FOIA requests, where necessary.

The Delivery Authority will support the Sponsor Body's Secretariat to develop, agree and implement any revision to processes and accountabilities of each Party for the management of responses to FOIA and EIR requests, PQs and similar information requests received by the Sponsor Body in relation to the Programme that are to be operated under this Agreement.

The agreed processes between the Sponsor Body and Delivery Authority will be documented and subject to the Change Control Procedure and version control as and when they need to be updated, as the Programme develops.

## **2.4 Delivery Authority development**

### **2.4.1 Delivery Team Delivery Strategies**

The Delivery Authority will need to develop its strategies for various aspects of delivery throughout the life of the Programme and many of these strategies will be of critical importance to the Sponsor Body because they may involve political, Parliamentary or reputational considerations or risks that the Sponsor Body will need to understand and be sufficiently comfortable with, or they are areas where common process will operate between the Sponsor Body and the Delivery Authority.

This section of Appendix 1 identifies the following areas of delivery that are of priority concern to the Sponsor Body and for which the Sponsor Body requires the Delivery Authority to provide regular updates to the Sponsor Body proportionate to the phase of the Programme that reflect latest thinking:

- (1) Programme Delivery Strategy and Business Plan;
- (2) Requirements Management Plan;
- (3) Programme Reporting;
- (4) Design Management;
- (5) Health, Safety & Wellbeing for the Programme (HSW);
- (6) Equality, Diversity and Inclusion;
- (7) Sustainability;
- (8) Heritage Assets, Archaeology & Collections;
- (9) Physical Security;
- (10) Logistics;

- (11) Land & Property Management;
- (12) Planning & Consents Management;
- (13) Delivery of Data & Digital Management;
- (14) Information Governance;
- (15) Interface with Other Projects (Strategic Estates and Third Parties);
- (16) Programme Insurance arrangements;
- (17) Programme-wide Risk & Contingency management;
- (18) Procurement, Commercial & Contracting (Procurement Policy and Supply Chain Management Strategy); and
- (19) Commissioning, Handover and Soft Landings.

The detail of these strategies will be discussed at an appropriate PDAG meeting but, for each, the Delivery Authority will produce an initial strategy, to a timetable to be agreed by PDAG, which, as a minimum:

- Describes the Scope of the strategy area;
- Describes the challenges, known issues and risks & opportunities;
- Identifies the critical success factors to be met, including endorsements and approvals required from the appropriate in-house Parliamentary teams;
- Identifies opportunities for integration or convergence of Projects within the Programme, where relevant;
- Outlines the proposed strategic approach and any key options, supported by rationale;
- States any key assumptions upon which the proposed strategy is based, supported by rationale;
- Provides outline timing for further development of the strategy and identifies any key decisions to be made in the near horizon; and
- Identifies inputs or decisions or support the Delivery Authority will need from the Sponsor Body.

The delivery strategy timetable and each individual strategy will be consulted with the Sponsor Body at an appropriate PDAG meeting, and the Parties will agree how any concerns arising during consultation will be resolved, which will be reflected in a revised strategy to be agreed by the Parties.

The Parties may agree additional areas where a strategy will be produced for consideration by PDAG and the timing for their production.

The initial strategies will be developed and updated as the Programme progresses and will be subject to version control in accordance with the Delivery Authority's Integrated Management System. Subsequent versions of each strategy will be reviewed at an appropriate PDAG meeting.

#### **2.4.2 Development of Delivery Authority Capability**

The Delivery Authority will take all actions that it believes to be necessary or expedient for the purpose of developing its capability to:

- Deliver all of its obligations under this Agreement;
- Deliver any incomplete works by the Corporate Officers, if and to the extent the relevant contracts are transferred to the Delivery Authority; and
- Plan to develop its capability to deliver future stages of the Programme.

The Delivery Authority will share its capability development plans with the Sponsor Body, and their comments will be considered, but it will be for the Board of the Delivery Authority to consider and agree its plans for developing its capability to deliver the Programme.

The plans will include (but not be limited to) the following areas:

#### **2.4.2.1 Organisation Design & Resourcing Plan**

The Delivery Authority will produce an “Organisation, Design and Resourcing Plan and Forecast” which sets out its plans to acquire, develop and retain the resource required to deliver its accountabilities under this Agreement and to meet its statutory corporate obligations.

The Organisation, Design and Resourcing Plan and Forecast will inform and align with the Phase One expenditure limit as described at Part 7 of this Agreement and will consider any facilities or services to be provided to the Delivery Authority by the Corporate Officers in accordance with Clause 58.

#### **2.4.2.2 Establish an Integrated Management System & Programme Controls**

The Delivery Authority will develop and implement an Integrated Management System and Programme controls which reflect current best practice for programmes of comparable scale and complexity to the Programme.

The management system and controls will initially support the scope and deliverables of the Delivery Authority during Phase One and will be further developed during Phase One to support delivery of the requirements for Phase Two.

#### **2.4.2.3 Delivery Authority Internal Assurance**

The Delivery Authority will establish an internal assurance regime which is designed to assure the effectiveness of the Delivery Authority organisation, resourcing, management systems and controls to meet its statutory audit requirements.

During Phase One the Delivery Authority will develop its internal assurance regime as far and as quickly as is practicable to support delivery and will plan to develop its internal assurance capability for operation during future stages of the Programme.

#### **2.4.2.4 Governance framework**

The Delivery Authority will develop and implement an appropriate governance framework.

#### **2.4.2.5 Care and custody of Programme Assets**

The Delivery Authority will develop the capability to protect and maintain its Programme Assets. For the purposes of this Agreement, "Programme Assets" means all assets and rights required to enable the Delivery Authority to manage, develop and deliver the Programme, including:

- any land or property;
- any infrastructure;
- any equipment;
- any information technology and data;
- any books and records (including all maintenance, health and safety, operation and training manuals, know-how and Programme records);
- any spare parts, tools and other assets (including those used for maintenance);
- the benefit of any Delivery Partner Contract, the Delivery Contracts and the Delivery Sub-Contracts;
- any rights of the Delivery Authority against third parties arising out of or in connection with the management, development and/or delivery of the Programme; and/or
- any intellectual property rights.

The Delivery Authority will at all times protect the Programme Assets from harm and will dispose of any assets which are surplus to requirements as soon as practicable.

#### **2.5 Delivering incomplete works by the Corporate Officers, if and to the extent the relevant contracts are transferred to the Delivery Authority**

If and to the extent that incomplete works of the Corporate Officers are transferred to the Delivery Authority, the Delivery Authority will take any action which is expedient to:

- Deliver the relevant works; and
- Progressively align and consolidate the incomplete works into the Programme as agreed between the Parties pursuant to clause 20.4.

## **Appendix 2 VARIATION AND CHANGE CONTROL PROCEDURE**

### **Part One – Variation Procedure (amendments to this Agreement)**

#### **1. Overview**

- 1.1. Section 4(7) of the Act provides for variations to be made to the Programme Delivery Agreement (“PDA”) by agreement between the Sponsor Body and the Delivery Authority. This Appendix 2, Part One 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.
- 1.2. This Appendix 2, Part One is flowed down from the variation procedure in PRA Appendix 2 with the intention that variations made to the PRA will be coordinated as far as relevant and appropriate with variations to the PDA and vice versa.

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

- 2.1. For the purpose of this Appendix 2, a Variation means a change to the PDA.
- 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 2.

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

- 3.1. Following a review of the PDA in accordance with Clause 4, a restated version of the PRA 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 4.2, a Variation of the PDA (including to a Schedule, Appendix or Annex of the PDA) outside the review process referred to in Clause 4 may be made by both Parties’ established procedures for PDA changes following consultation with PDAG.
- 4.2. A Variation referred to in paragraphs 4.1 or 4.2 shall become effective on the date specified in the variation agreement.
- 4.3. The Variation will be incorporated into a restated version of the PDA 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.

## **Part Two (Change Control Procedure)**

### **1 SPONSOR BODY PROPOSED CHANGE**

- 1.1 If the Sponsor Body wishes to propose a Change, it will serve a notice on the Delivery Authority (a "Sponsor Body Change Notice"), which:
  - 1.1.1 sets out details of the proposed Change in sufficient detail to enable the Delivery Authority to provide the Initial Change Appraisal of this Change Procedure; and
  - 1.1.2 may include details of certain information or documentation which must be included within the Initial Change Appraisal for the proposed Change.
- 1.2 The Parties will agree the timeframe for submission of the Initial Change Appraisal to the Sponsor Body and the Delivery Authority and will submit the Initial Change Appraisal within the agreed timeframe.

### **2 DELIVERY AUTHORITY PROPOSED CHANGE**

- 2.1 If the Delivery Authority wishes to propose a Change (a "Delivery Authority Change Notice"), it will simultaneously (unless otherwise agreed):
  - 2.1.1 serve a notice on the Sponsor Body setting out details of the proposed Change; and
  - 2.1.2 submit to the Sponsor Body:
    - (a) an Initial Change Appraisal in respect of that proposed Change; or
    - (b) a Detailed Change Appraisal in respect of that proposed Change.

### **3 INITIAL CHANGE APPRAISAL**

- 3.1 The Delivery Authority will ensure that each "Initial Change Appraisal" report provided includes, as a minimum:
  - 3.1.1 a description of the Change;
  - 3.1.2 in the case of a Delivery Authority Change Notice, the Delivery Authority's reasons for requesting the proposed Change;
  - 3.1.3 The Delivery Authority's initial assessment of the impact of the proposed Change on the following where applicable:
    - (a) strategic fit;
    - (b) technical feasibility (including construction feasibility and safety);
    - (c) impact on programme cost (including initial cost and whole life cost);
    - (d) baseline or latest agreed Delivery Schedule;
    - (e) Target Final Delivery Date;
    - (f) the Sponsor Body's Requirements, any of the Strategic Objectives or Strategic Themes and/or the Delivery Strategy;
    - (g) Health & Safety;
    - (h) logistics;
    - (i) risks and benefits;
    - (j) land and property;
    - (k) third parties/interfaces;
    - (l) future operation and maintenance; and

- (m) whether the proposal will set a precedent that may have a wider impact.

#### **4 DECISION FOLLOWING EVALUATION OF AN INITIAL CHANGE APPRAISAL**

4.1 After consideration of the Initial Change Appraisal, the Sponsor Body will either:

- 4.1.1 issue a Change Confirmation Notice; or
- 4.1.2 issue an instruction to the Delivery Authority to prepare a Detailed Change Appraisal (“Detailed Change Appraisal Instruction”), with any additional information, evidence and/or documentation which the Sponsor Body requires the Delivery Authority to provide as part of the Detailed Change Appraisal; or
- 4.1.3 issue an instruction not to proceed with the proposed Change (a “Change Rejection Notice”).

#### **5 DETAILED CHANGE APPRAISAL**

5.1 The Delivery Authority will ensure that each Detailed Change Appraisal report produced by the Delivery Authority includes where applicable:

- 5.1.1 The Delivery Authority’s detailed assessment of the matters referred to in the “Initial Change Appraisal”;
- 5.1.2 The Delivery Authority’s proposal of how the change will be funded including details of any additional funding required;
- 5.1.3 The Delivery Authority’s detailed assessment of any impact of the proposed Change on the following:
  - (a) annual forecast, including how any spend required in the current Financial Year will be met within agreed existing budget allowances;
  - (b) mitigation of existing risks or opportunities (including quantification if possible);
  - (c) introduction of new risks or opportunities (including quantification if possible);
  - (d) the risk of similar technical issues arising elsewhere on the Programme;
  - (e) Parliament, and its operations, Government, community and stakeholders;
  - (f) legislation, consents or approvals relating to any Phase;
  - (g) the business case;
  - (h) operations and maintenance, including potential impact on whole life costs;
  - (i) value for money to the Sponsor Body;
  - (j) whether the proposal will have any wider political implications; and
  - (k) other information or documentation as may be requested in any Detailed Change Appraisal.

5.2 As soon as possible, the Parties will discuss and agree the matters and timescales for the Detailed Change Appraisal (the “Change Appraisal Consultation Period”). During such Change Appraisal Consultation Period:

- (a) the Sponsor Body may request that the Delivery Authority provides further information, evidence and/or documentation relating to the proposed Change;

- (b) the Delivery Authority will provide all information, evidence and documentation required; and
- (c) a final version of the Change Appraisal will be agreed between the Parties and the Delivery Authority will provide a copy of the agreed version to the Sponsor Body.

## **6 DECISION FOLLOWING EVALUATION OF DETAILED CHANGE APPRAISAL**

- 6.1 After consideration of the Detailed Change Appraisal and within an agreed period of time, the Sponsor Body will either:
- 6.2 issue a notice instructing the Delivery Authority to proceed with the implementation of the Change ("Change Confirmation Notice"), which will include the Sponsor Body's determination as to whether:
  - 6.2.1 the Sponsor Body will amend the funding to the Delivery Authority for the implementation of the Change or part of the Change by way of release of Contingency, in which case the Change Confirmation Notice will include details of changes to agreed Programme budgets; or
  - 6.2.2 the Change or part of the Change is to be funded out of the Delivery Authority's existing funding, provided that it does not materially affect the Delivery Authority's ability to comply with any or all of its obligations under this Agreement; or
- 6.3 issue a Change Rejection Notice.

## **7 IMPLEMENTATION OF CHANGE**

- 7.1 Following the issue of any Change Confirmation Notice, the Parties will promptly take actions to implement the Change.

## **8 COSTS**

- 8.1 The Delivery Authority shall bear all costs, fees and expenses it incurs in preparing the Initial Change Appraisals for all Changes.
- 8.2 If the cost of processing a Detailed Change Appraisal materially impacts on the Delivery Authority's budget, the funding implications will be considered and agreed as part of the Detailed Change Appraisal.

## **9 EMERGENCY CHANGES**

- 9.1 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 Change process as soon as possible.

## **10 THE DELIVERY AUTHORITY'S OBJECTION TO A CHANGE**

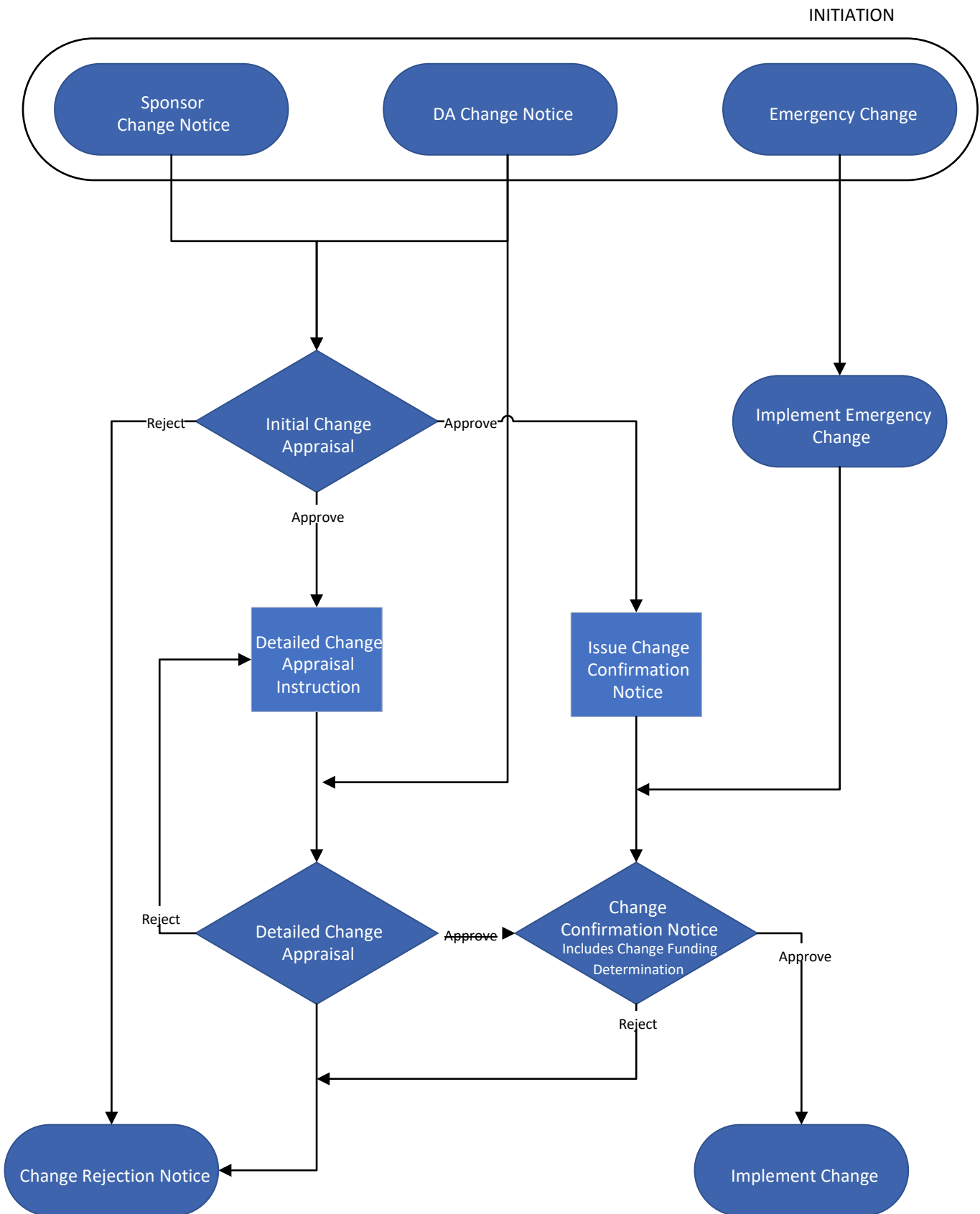
- 10.1 If at any time the Delivery Authority considers that a Change is either technically unfeasible, unsafe or contrary to any applicable Law, then the Delivery Authority can object to the Change and will not be required to continue with the Change, provided that it submits an explanation of its reasons to the Sponsor Body as soon as possible.
- 10.2 If the Sponsor Body disagrees with the Delivery Authority's opinion, then the Parties shall seek to agree the matter and may refer it for resolution under the Dispute Resolution Procedure.

10.3 The Delivery Authority will not be obliged to take any further action in relation to the Change pending the resolution of the Dispute. If it is agreed or determined that the Delivery Authority's objection is valid, the proposed Change will be withdrawn.

## **11 FLOW DIAGRAM**

11.1 The following diagram illustrates the process to be followed to change the Sponsor Body's Requirements.

# Change to Sponsor Body's Requirements Change Control Procedure Flow Diagram



## **Appendix 3 PROGRAMME DELIVERY AGREEMENT GROUP (PDAG) TERMS OF REFERENCE**

### **The membership of the PDAG is:**

#### For the Sponsor Body:

1. Chief Executive;
2. Programme and Assurance Director; and
3. Head of Programme, Risk and Assurance.

#### For the Delivery Authority (DA):

1. Chief Executive;
2. R&R Programme Director;
3. Head of Programme Development;
4. Programme Delivery Manager; and
5. Technical Director.

The Chair of the PDAG is the Sponsor Body's Programme and Assurance Director.

The Chair may delegate this role when absent or, failing that, the meeting may choose a chair from amongst those present.

Members may delegate their role when absent, providing prior notice is given to the Chair, wherever possible.

### **In attendance (non-voting)**

The Sponsor Body's Assurance Representative (S-Rep) may attend the entire meeting or for specific agenda items, at the invitation of the Chair.

Where appropriate, others may attend for specific agenda items that are relevant to them, at the suggestion of either party but with the agreement of the Chair.

### **Purpose, scope and responsibilities**

The PDAG is an informal joint working group whose purpose is to:

1. Jointly review the delivery of the agreed programme scope;
2. Jointly agree how key issues will be addressed to deliver the Programme;
3. Jointly review the DA's operational and project delivery strategies;
4. Jointly review risks and contingency provisions across the Programme;
5. Jointly consider business cases for projects that exceed DA operational authority;
6. Early consideration of any emerging performance issues and remedial action planning;
7. Consideration of Reserved Matters for Sponsor approval;
8. Consideration of change to Sponsor Body's Requirements;
9. Highlight any forthcoming key decisions or assistance both Parties may require of each other;

10. Agree matters to be approved by or escalated to the Delivery Authority Board, Sponsor Board or key stakeholders (e.g. planning approval); and
11. Joint planning for future Phases of the Programme.

The PDAG may establish subsidiary working groups, if required, to review specific elements of the programme. However, the PDAG will not become a general oversight group of all Delivery Authority work on behalf of the Sponsor Body.

### **Delegated Authority**

The PDAG does not itself have authority to approve work to be commissioned by the Sponsor Body from the Delivery Authority, which must be done through formal governance.

### **Meetings**

#### **Meeting arrangements**

PDAG meetings will be held twice-monthly or at such other frequency as agreed between the Parties.

A member from the Sponsor Body and Delivery Authority will agree the agenda each month and will be supported by secretarial support provide by the Sponsor Body.

#### **Agenda**

The agenda will include the following as required:

1. Outstanding actions from previous meetings;
2. Programme Delivery Reports;
3. Programme level priorities and key issues;
4. Programme and project business cases;
5. Review of risks and contingency provisions;
6. Review of project status at key stages;
7. Review of any emerging performance issues and agree remedial action plans;
8. Consider changes to Sponsor Body's Requirements and review Task Briefs;
9. Highlight any forthcoming key decisions or assistance required, including commercial authorisations from the Sponsor Body;
10. Agree matters to be approved by or escalated to others;
11. Joint planning for delivery of future Programme Phases;
12. Jointly identify areas for deep-dive reviews and consider progress and recommendations of such reviews;
13. Review forward agenda for the group.

Any member may request the inclusion of a matter on the agenda by notifying the Chair.

**Distribution of papers**

The agenda and papers for a PDAG meeting will normally be sent out five working days in advance of the meeting. Members may be requested to accept reasonable shorter notice periods with the prior agreement of the Chair.

Late papers may be circulated prior to the meeting or may be tabled at a PDAG meeting, subject to the prior approval of the Chair.

If urgent matters arise, these may be managed in correspondence sent to all members between meetings.

**Meeting Records**

Records will be kept of all proceedings of the PDAG, including the names of the members present at each meeting and a record of actions and decisions agreed. These will be circulated within five working days of the meeting.

**Effectiveness and Terms of Reference Review**

The PDAG will arrange for a review of its effectiveness annually. These Terms of Reference will be reviewed in advance of the transition between key Programme stages to ensure that the commissioning and Programme delivery review process continues to meet future Programme needs.

**Dissolution**

The PDAG may be dissolved by the Sponsor Body Board or by agreement with the Delivery Authority, or if not so dissolved will cease to exist on conclusion of the Programme.

## Appendix 4 FUNDING: PHASE ONE

In accordance with Clause 32 (Funding of the Delivery Authority), the Sponsor Body will provide funding directly to the Delivery Authority in accordance with the details and timescales set out in this Appendix 4.

At the date of this Agreement, the Delivery Authority's element of the Phase One funding budget for the full 2021/22 financial year is summarised in the table below:

Total R&R Delivery Authority Phased Budget 2021/22 £000s	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Full Year 2021/22
CEO Office	100	100	100	106	100	100	100	106	100	100	100	1,936	3,049
Finance	204	208	208	185	185	185	185	185	185	185	185	186	2,287
Commercial & Procurement	410	470	523	456	445	542	510	542	425	416	413	460	5,614
People & FM	280	291	353	303	421	312	303	312	426	283	288	318	3,891
General Counsel	136	136	136	148	148	148	141	141	141	141	141	141	1,702
Property Costs	142	142	142	142	142	142	142	142	142	142	142	142	1,699
<b>Corporate Functions Total</b>	<b>1,273</b>	<b>1,347</b>	<b>1,462</b>	<b>1,339</b>	<b>1,442</b>	<b>1,429</b>	<b>1,381</b>	<b>1,428</b>	<b>1,420</b>	<b>1,267</b>	<b>1,270</b>	<b>3,183</b>	<b>18,241</b>
Programme Development	306	298	312	231	228	245	233	242	214	228	230	197	2,964
Programme Delivery	539	596	769	685	716	861	737	755	424	638	707	698	8,127
PMO	324	364	425	357	335	466	387	450	239	345	366	471	4,528
Design	622	627	679	629	646	669	646	643	554	628	592	1,098	8,034
Health, Safety & Wellbeing	91	97	121	103	99	121	111	126	89	108	111	130	1,309
Stakeholder Engagement & Consent	163	194	211	163	158	212	191	220	119	169	179	229	2,207
Quality and Assurance	84	101	108	84	111	116	104	136	97	96	100	119	1,257
<b>Project Management Total</b>	<b>2,129</b>	<b>2,277</b>	<b>2,625</b>	<b>2,253</b>	<b>2,294</b>	<b>2,690</b>	<b>2,409</b>	<b>2,572</b>	<b>1,737</b>	<b>2,212</b>	<b>2,286</b>	<b>2,942</b>	<b>28,427</b>
<b>Data &amp; Digital Total</b>	<b>2,939</b>	<b>2,745</b>	<b>3,045</b>	<b>2,854</b>	<b>2,945</b>	<b>2,857</b>	<b>2,788</b>	<b>2,755</b>	<b>2,683</b>	<b>3,206</b>	<b>3,005</b>	<b>3,021</b>	<b>34,844</b>
Palace of Westminster	2,342	3,034	2,741	2,833	3,974	5,006	4,845	4,843	3,098	3,287	3,046	3,453	42,502
Hol Decant Accommodation	1,521	1,605	2,540	1,662	1,874	1,180	880	985	729	949	1,201	1,483	16,611
Heritage Collection Decant	503	508	649	522	527	701	652	681	636	664	888	669	7,601
Project Savings	0	0	0	0	0	0	0	0	0	(133)	(133)	(133)	(400)
<b>Projects Total</b>	<b>4,365</b>	<b>5,147</b>	<b>5,930</b>	<b>5,016</b>	<b>6,375</b>	<b>6,887</b>	<b>6,377</b>	<b>6,510</b>	<b>4,463</b>	<b>4,767</b>	<b>5,002</b>	<b>5,473</b>	<b>66,314</b>
Central Contingency	371	372	443	389	466	476	454	457	359	354	365	387	4,893
Programme Overprogramming	(1,063)	(1,063)	(1,063)	(1,063)	(1,063)	(1,063)	(1,063)	(1,063)	(1,063)	(1,063)	(1,063)	(1,063)	(12,756)
<b>Central Adjustments Total</b>	<b>(692)</b>	<b>(691)</b>	<b>(620)</b>	<b>(674)</b>	<b>(597)</b>	<b>(587)</b>	<b>(609)</b>	<b>(606)</b>	<b>(704)</b>	<b>(709)</b>	<b>(698)</b>	<b>(676)</b>	<b>(7,863)</b>
<b>R&amp;R Delivery Authority Total</b>	<b>10,015</b>	<b>10,825</b>	<b>12,442</b>	<b>10,789</b>	<b>12,459</b>	<b>13,276</b>	<b>12,346</b>	<b>12,660</b>	<b>9,599</b>	<b>10,743</b>	<b>10,865</b>	<b>13,943</b>	<b>139,963</b>
<b>Revenue</b>	<b>429</b>	<b>464</b>	<b>533</b>	<b>462</b>	<b>534</b>	<b>569</b>	<b>529</b>	<b>543</b>	<b>411</b>	<b>461</b>	<b>466</b>	<b>598</b>	<b>6,000</b>
<b>Capital</b>	<b>9,586</b>	<b>10,361</b>	<b>11,909</b>	<b>10,326</b>	<b>11,925</b>	<b>12,707</b>	<b>11,817</b>	<b>12,117</b>	<b>9,188</b>	<b>10,283</b>	<b>10,399</b>	<b>13,345</b>	<b>133,963</b>
<b>R&amp;R Delivery Authority Total</b>	<b>10,015</b>	<b>10,825</b>	<b>12,442</b>	<b>10,789</b>	<b>12,459</b>	<b>13,276</b>	<b>12,346</b>	<b>12,660</b>	<b>9,599</b>	<b>10,743</b>	<b>10,865</b>	<b>13,943</b>	<b>139,963</b>

## **Appendix 5 OPERATIONAL AUTHORITIES DOCUMENT**

This Operational Authorities Document (OAD) specifies those matters for which the Delivery Authority is responsible, but on which the Sponsor Body reserves decision-making authority to itself (Reserved Matters). This OAD is subject to the Change Control Process and may be revised from time to time at the request of either Party in accordance with the process in Appendix 2.

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 Sponsor Body's duties are naturally for the Sponsor Body 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 [SB SoA 1.a.x, 2.b]

Decision to submit any request for urgent additional funding [SB SoA 2.b]

Approval of Commitment Authority for any commitment above £20m or which continues into Phase 2 [SB SoA 1.a.xi, 1.a.xii]

Approval for any funding outside the normal course of business or of constraints agreed with the Sponsor Body [PDA 33.1]

Approval for any use of funds outside the 'Permitted Purposes' [PDA 34.1.4]

Approval for transfer of funding between approved Delivery Authority Business Cases [PDA 38.2]

Approval for any 'novel or contentious' proposals having a financial impact [PDA 42.1], which will include without limitation

- any proposal to seek commercial income [PDA 45.1]
- to lend money, charge any asset or incur any contingent liability [PDA 48.1]
- for any lease of land or buildings [PDA 50.1]
- for making charitable gifts [PDA 51.4]
- for provision of financial assistance to a third party [PDA 53.1]
- for disposal of an asset for less than the best consideration reasonably available [PDA 54.1.1]

#### *Strategies*

Approval of specified Delivery Authority strategies [PDA App 1, 2.4.1]

#### *Business Cases*

Approval of discount rates to be used in business cases [PDA 49.1]

Approval of Outline Business Cases [SB SoA 1.a.vii, 1.a.viii]

#### *Contingency*

Approval for release of Sponsor Contingency for DA works [SB SoA 2.a]

#### *Change Control*

Approval for any Change [PDA App 2, 6]

- To this agreement, including its appendices and annexes [PDA 1.3.5, 5.2];
- To this Operational Authorities Document [PDA 23.7];

- To the Sponsor Body's Requirements [PDA 94.1];
- To the Strategic Objectives [PDA 96.1, 96.2];
- Which requires the release of Sponsor Contingency [PDA 94.1], changes to the critical path or delay to key milestones, including any decision to re-baseline [PDA 91.4]

#### *Bodies Corporate*

Approval of proposals to take an interest in any body corporate of Joint Venture [PDA 43.1]

#### *Communications*

Approval for publication of any financial reporting information [PDA 24.3]

Approval of any 'broadcast' external communication in any medium [PDA 61.2]

#### **Key**

SB SoA: Sponsor Body Scheme of Authorities

PDA: Programme Delivery Agreement

App: Appendix

In each case followed by paragraph number

## Appendix 6 TASK BRIEF AND REMITTING PROCESS

### 1. Introduction

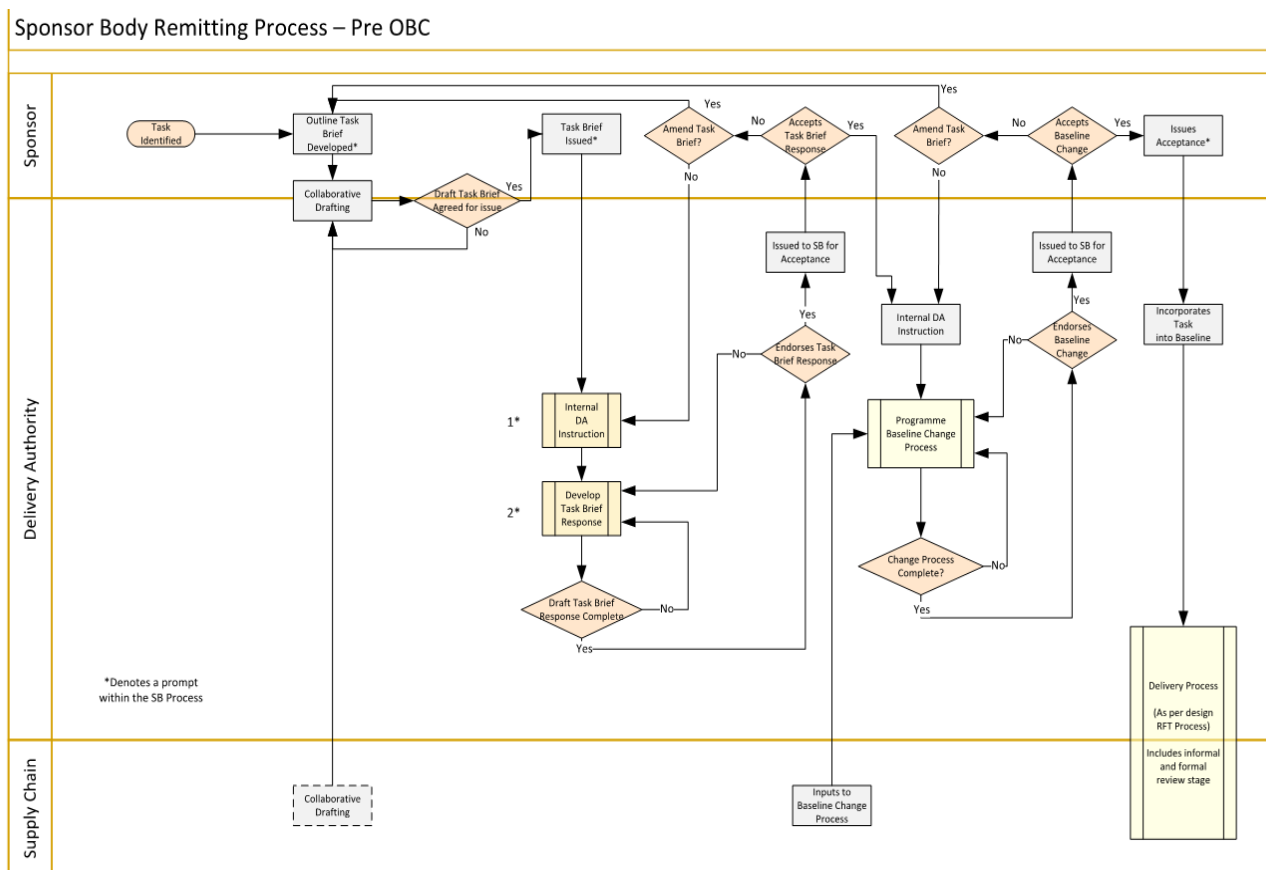
This process covers the approach the Sponsor Body (SB) will take when it has a need for the Delivery Authority (DA) to carry out work to deliver the R&R Programme.

### 2. The strategy

Initially, during Phase One this will be how the SB puts in place commissions for all of the work that it requires the DA to carry out. Initially this will be:

- Preparatory Works
- House of Lords Decant Project
- The Palace Project
- Heritage Collections Decant Project
- Input into the R&R Programme OBC
- Integrated Planning and Interface Management
- Other works if they are designated to the R&R Programme by Parliament.

Commissioning will follow the process illustrated below.



The commissioning process is designed to be collaborative and allows the SB and the DA to jointly develop a task brief (using the template below) that contains all the information needed to assess the potential change on the DA's existing remit.

### 3. The scope of Sponsor Body commissioning

This strategy is concerned only with work that the SB will require the Delivery Authority to carry out (or arrange to be carried out). It does not cover work the SB may require others to deliver.

#### 4. Next steps and future development

This strategy is intended for use up until production of the OBC at which point it is expected to be subject to significant redevelopment.

#### 5. Task Brief Template

##### Task Brief

<b>Project / Task:</b> (Palace, QEII etc..)	<i>If applicable, the project to which the task brief relates.</i>
<b>Task Identifier:</b>	<i>The unique reference used by the C&amp;DA team to identify the brief.</i>
<b>Sponsor Lead:</b>	<i>Usually the individual who will receive the deliverable/s that flow from the brief.</i>
<b>Version:</b>	<i>The individual who will manage the delivery of the commercial offer,</i>

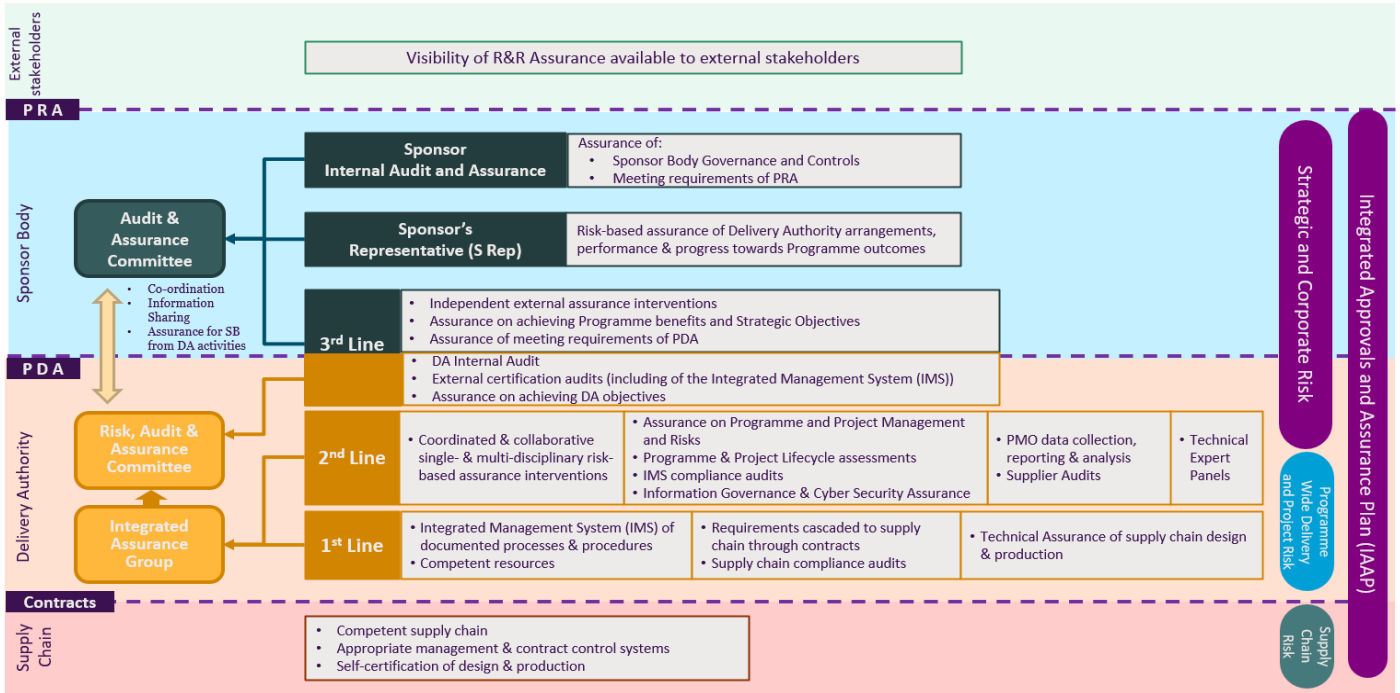
##### Task Details

<b>Outline Description:</b> (Can be sub-divided into multiple tasks)	<b>Task</b>	<i>A short description of the task (this should contain enough detail to distinguish it from any similar tasks).</i>
<b>Task Deliverables (by when):</b>		<i>The outputs to be delivered to the Sponsor Body (and by when).</i>
<b>Assumptions / Constraints / Interdependencies</b>		<i>Where available, this should be populated</i>

<b>Key dates:</b> <i>These dates should be agreed as part of the collaborative drafting process.</i>	Starting Date:	
	SB/DA agreed schedule for Task	<i>To be completed by C&amp;DA</i>
	Required Completion:	

<b>Background documents:</b>	<i>Any relevant supporting documentation</i>
------------------------------	--

## Appendix 7 PROGRAMME ASSURANCE FRAMEWORK



**Appendix 8 FORM OF COLLATERAL WARRANTY REQUIRED BY CLAUSE 101**

**DATED**

**(1) [DELIVERY CONTRACTOR]**

**AND**

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

---

**DELIVERY CONTRACTOR COLLATERAL WARRANTY  
RELATING TO [PARLIAMENTARY BUILDING WORKS]**

---

## THE PARTICULARS

<b>Beneficiaries</b>	: The Corporate Officer of the House of Lords of House of Lords, London SW1A 0PW; and the Corporate Officer of the House of Commons of the House of Commons, London SW1A 0PW <sup>1</sup> .
<b>Contract</b>	: The contract dated [DATE] made between the Contractor and the Employer, 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.
<b>Contractor</b>	: [DELIVERY CONTRACTOR <sup>2</sup> ] [NAME] [(registered number [number])] [whose registered office is at] [of] [Address], including successors in title, ("[insert name]") and <b><i>[insert company names and details of each party that comprises the Contractor under the Contract].</i></b>
<b>Employer</b>	: Restoration and Renewal Delivery Authority Ltd.
<b>Professional Indemnity Insurance</b>	: Professional indemnity insurance in accordance with clause [84] of the Contract
<b>Project</b>	: The [design, procurement and construction of the Parliamentary Restoration and Renewal Programme].
<b>Works</b>	: 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.

---

<sup>1</sup> In most cases the Beneficiary will be the Corporate Officers in accordance with the requirements of Clause 101 (and as required by the PRA). 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 (e.g. QE2).

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

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

**BETWEEN:**

1     THE CONTRACTOR; AND

2     THE BENEFICIARIES

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

**BACKGROUND**

- (A)     The Employer 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 Employer 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 they will be the ultimate end-users of the Project.
- (D)     The Employer is a company limited by guarantee established and owned by the Parliamentary Works Sponsor Body, a statutory corporation 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**

- 3.1 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.
- 3.2 Without prejudice to **clause 3.1**, the Contractor warrants that in respect of the preparation and completion of the Contractor's design it has exercised and shall continue to exercise all the reasonable skill, care, diligence and prudence to be expected of an appropriately qualified, skilled, competent and experienced professional designer or consultant engaged in those activities for works of a similar nature, scope and complexity to the Works and under the same or similar circumstances, and who is seeking to comply with his contractual obligations and all applicable law.

### **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 [PROFESSIONAL INDEMNITY INSURANCE**

6.1 The Contractor by this Deed covenants with the Beneficiaries that it has taken out Professional Indemnity Insurance and shall maintain such insurance until 12 years after Completion of the whole of the Works, provided always that:

6.1.1 if such insurance ceases to be available to the Contractor, the Beneficiaries and the Contractor are to meet, the Contractor shall outline the steps it intends to take to manage such risks and the Beneficiaries and the Contractor are to use reasonable endeavours to agree a method of managing such risks; and

6.1.2 whenever the Beneficiaries reasonably request the Contractor shall provide the Beneficiaries with reasonable evidence that the policies referred to in this **clause 6** are in full force and effect and that the relevant premiums have been paid.]

## **7 NO APPROVAL**

7.1 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 its behalf or that the Beneficiaries fail to make or procure.

7.2 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.

## **8 EXTENT OF LIABILITY AND LIMITATION**

8.1 The Contractor's liability to the Beneficiaries shall be no greater than its liability to the Employer except that the Contractor's liability to the Beneficiaries shall extend to include losses and costs incurred by the Beneficiaries in connection with its use and enjoyment of the completed Project (or relevant part) and arising from the Contractor's breach of Contract or defect thereunder. It is acknowledged that such direct losses may be different in nature from the direct losses of the Employer.

8.2 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 8.1**) 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 employer with the Employer on a joint and several basis.

## **9 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.

## **10 BENEFICIARY'S RIGHT OF STEP-IN**

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

## **11 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.

## **12 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 the non-exclusive jurisdiction of the English Courts.

### 13 GUARANTEE

13.1 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:

13.1.1 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 13.1** 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;

13.1.2 acknowledges and agrees that no variation or alteration to the terms of the Subcontract or this Deed or in the extent, nature or method of performance of the Subcontract Works or the design thereof, and no allowance of time, waiver, forbearance, forgiveness, compromise or other dealing under or with the Subcontract or this Deed and no invalidity, illegality, unenforceability or irregularity of the Subcontract 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 13** 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

13.1.3 confirms that it has full power and capacity to give the guarantee set out in **clause 13.1**. 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.

13.2 The Beneficiaries shall not be obliged, before enforcing any of its rights or remedies under this **clause 13**, 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.

13.3 Subject to **clause 13.1.2** and save in respect of any costs incurred by the Beneficiaries in enforcing this Deed:

13.3.1 the costs of damages, costs, expenses and other sums recoverable under this **clause 13** 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 Subcontract in place of the Contractor; and

13.3.2 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.

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

[ALL PARTIES TO EXECUTE]

## Appendix 9 PRA STANDARDS PROCEDURE

### 1. Standards Management Approach

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

### 2. Standards Procedure

- 2.1. The arrangements for determining the standards which will apply to the Programme are now under development, in collaboration with the R&R Directors in both Houses. The Standards Group will be consulted on this work, which will take place in four phases:
  - 2.1.1. *Strategy and Process* – working collaboratively to develop a clear strategy and process for agreeing and changing standards (including this Appendix) and progress reporting.
  - 2.1.2. *Discovery* – building on the work of the R&R Directors to pull together a coordinated and coherent set of existing standards.
  - 2.1.3. *Applicability* – joint working by Programme and Parliamentary teams to review the applicability of the full set of standards to the Programme. This will be a critical activity to assess if existing standards are suitable, or if changes or new standards are needed, and how they should be applied within the Programme.
  - 2.1.4. *Detailed process* – standards management process/procedures, templates, etc., and associated database for ongoing management.

#### 2.2. Standards Categories

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

### 2.3. *Compliance with Standards*

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

## 3. **Standards Group**

- 3.1. The Parliamentary Relationship Agreement ("PRA") provides in Clause 15 for the Parties to set up a Standards Group.
- 3.2. The purpose of the Standards Group is to:
  - 3.2.1. Agree standards up-front that will be used on the Programme, in order to deliver the Programme Requirements and mitigate risk when handing assets back.
  - 3.2.2. Agree concessions, derogations and changes to Agreed Standards
  - 3.2.3. Provide a collaborative forum across both Houses and the Programme for consultation on the Standards Strategy and supporting processes.

### *Remit of the Standards Group*

- 3.2.4. Agree the set of Standards that the Programme will adopt and work to.

- 3.2.5. Agree any proposed changes to those standards.
- 3.2.6. Agree derogations or concessions to those standards.
- 3.2.7. Conduct its work with regard to the required objectives for safety, quality, value for money and schedule.
- 3.2.8. Refer to the Parliamentary Relationship Group any areas of disagreement between the Parties.

#### *Membership of the Standards Group*

- 3.2.9. It is important that the Standards Group represents all affected parties across both Houses and the Programmes, demonstrates competence in managing the remit, and builds/maintains trust with key stakeholders.
- 3.2.10. The membership of the Standards Group will be drawn from the Delivery Authority and both Houses and will include a representative of each specialist area in which standards are required (although not all may be required at every meeting).
- 3.2.11. The Chair of the Standards Group will attempt to broker compromises in the event of disagreement. The Chair will be appointed by the Sponsor Body, having sought prior agreement of all the Parties.

#### *Secretariat*

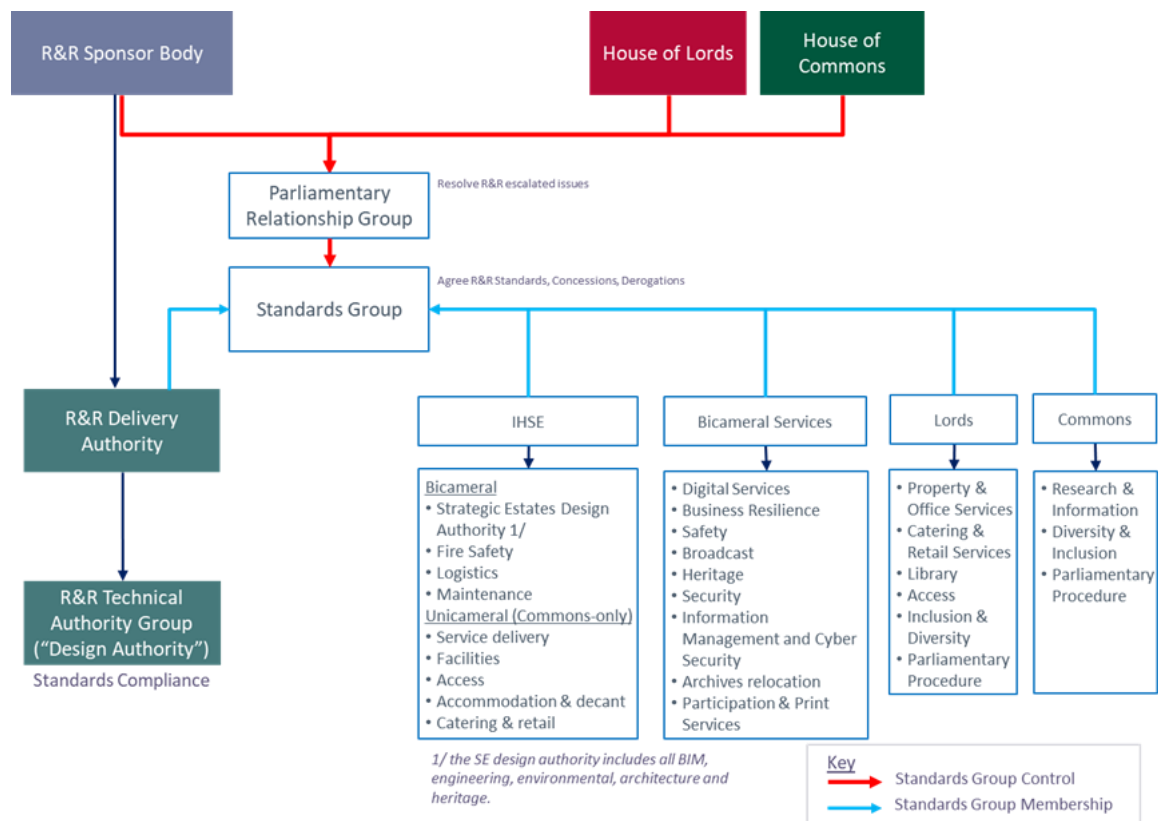
- 3.2.12. The Standards Group will be supported by a Secretariat, which will conduct itself impartially as between the Parties. Secretariat resources will be provided from within the Programme.

#### *Terms of Reference*

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

### **4. Governance**

- 4.1. The Technical Authority Group ("TAG") will act as the design authority for the Programme, and hence will be responsible for developing the standards for the Programme subject to the approval of the Standards Group.
- 4.2. Linkage to other bodies with Standards accountability (e.g. Digital, Security) will be established via their representation at the Standards Group.
- 4.3. The governance arrangements for the agreement of Standards is illustrated in the figure below.



## 5. Definitions

### *Standard*

- 5.1.1. A 'standard' is an agreed way of doing something, which could be technical principles or criteria for making a product and not the product itself (i.e. a design solution), a process, delivering a service or supplying materials. It is not itself a design solution.
- 5.1.2. Standards may consist of specifications, codes of practice, methods, vocabulary (terms and definitions) or guides.

### *Agreed Standards*

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

### *Derogations and Concessions*

- 5.1.4. If a Party determines that applying a Standard would not be appropriate, it can set out the alternative measures that it intends to implement and seek a Derogation for the particular design from the Standards Group.

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

## Appendix 9A AGREED STANDARDS MATRIX

	Access required to R&R systems/premises but <u>not</u> the Parliamentary Estate	Access required to Parliamentary Estate	No access required
<b>IT Software</b>	NONE	<i>Not applicable</i>	NONE
<b>Commodities and Supplies</b>	<ul style="list-style-type: none"> <li>• Use of OSCC and Known Supplier</li> </ul>	<i>Not applicable</i>	NONE
<b>Services and Consultancy</b>	<ul style="list-style-type: none"> <li>• Parliamentary Protective Marking Scheme</li> <li>• London Living Wage and Real Living Wage</li> </ul>	ALL, <u>excluding</u> : <ul style="list-style-type: none"> <li>• Intrusive works access approval process</li> <li>• Permit to work systems</li> <li>• Salvage Guidance</li> </ul>	<ul style="list-style-type: none"> <li>• London Living Wage and Real Living Wage</li> </ul>
<b>Employment /Agency Contracts</b>	<ul style="list-style-type: none"> <li>• Parliamentary Protective Marking Scheme</li> <li>• London Living Wage and Real Living Wage</li> </ul>	<ul style="list-style-type: none"> <li>• Parliamentary Protective Marking Scheme</li> <li>• London Living Wage and Real Living Wage</li> </ul>	<ul style="list-style-type: none"> <li>• London Living Wage and Real Living Wage</li> </ul>
<b>Non-intrusive works</b>	<ul style="list-style-type: none"> <li>• Parliamentary Protective Marking Scheme</li> <li>• London Living Wage and Real Living Wage</li> <li>• Use of OSCC and Known Supplier</li> </ul>	ALL, <u>excluding</u> : <ul style="list-style-type: none"> <li>• Intrusive works access approval process</li> <li>• Salvage Guidance</li> </ul>	<ul style="list-style-type: none"> <li>• London Living Wage and Real Living Wage</li> </ul>
<b>Intrusive works</b>	<ul style="list-style-type: none"> <li>• Parliamentary Protective Marking Scheme</li> <li>• London Living Wage and Real Living Wage</li> <li>• Use of OSCC and Known Supplier</li> <li>• Intrusive works access approval process</li> </ul>	ALL	<i>Not applicable</i>

## **Appendix 10 PRA SECURITY AND ACCESS ARRANGEMENTS**

[Restricted: Security]

## **Appendix 11 PRA DECANT PROCEDURE**

This Appendix 11 will be incorporated into this Agreement when it is available from the PRA (PRA Appendix 7).

## **Appendix 12 PRA PARLIAMENTARY SOFT LANDINGS PROCEDURE**

This Appendix 12 will be incorporated into this Agreement when it is available from the PRA (PRA Appendix 6).

## **Appendix 13 PRA ARRANGEMENTS FOR REMOVAL AND CARE OF HERITAGE ITEMS AND COMMONS LIBRARY COLLECTIONS**

### **1. Definitions**

- 1.1 This Appendix 13 is a flow down from PRA Appendix 5 in which 'Item' means any item listed in Schedule 3 to the PRA and Schedule 3 to this Agreement (PRA Inventory of Heritage Items, Commons Library Collections and Goods) which is portable, or fixed within any building for which the Sponsor Body and Delivery Authority will be granted an Agreement to Occupy for Works, except for those categorised as Goods.

### **2. Scope**

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

### **3. Inventories**

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

### **4. Off-site Storage and Maintenance Facilities**

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

### **5. Public engagement**

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

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

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

- 7.11 The Sponsor Body/Delivery Authority will notify the Corporate Officers of any items discovered during the Works which may be deemed as Items and will seek their advice on their treatment.
- 7.12 Subject to clause 49 of the PRA, the Corporate Officers will be accountable for providing valuations of Items prior to decant in order to support insurance and any subsequent claims.

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

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

## Appendix 14 STRATEGIC THEMES

	Health, Safety & Security	Functionality & Design	Accessibility & Inclusion	Sense of History	Sustainability	Time and Value for Money
	<i>Ensure high standards of health, safety and wellbeing and provide appropriate protection for the building and those in it</i>	<i>Deliver a building which supports Parliament's core function as a working legislature, both now and in the future using high-quality design and technology</i>	<i>Open up the Houses of Parliament, improve access and encourage a wider participation in the work of Parliament</i>	<i>Conserve and enhance the fabric of the Houses of Parliament and build appreciation of its rich history</i>	<i>Deliver a refurbishment programme that minimises but also facilitates future maintenance and improvement, that ensures efficient and responsible resource consumption, and that provides for the development of national construction and craft skills</i>	<i>Deliver on time and maintain a relentless focus on delivering value and being on budget through the control of costs</i>
THE RESTORED PALACE WILL... / THE PROGRAMME WILL...	<p>1.1. <b>Fire:</b> Protect the Palace from the risk of fire during construction and subsequently in-service.</p> <p>1.2. <b>Safe build/operate:</b> 'Everyone goes home safe': commit to preventing injury and proactively managing risks during design, construction and in-service operation with 'smart solutions' for operational delivery.</p> <p>1.3. <b>Health:</b> Proactively manage the health and wellbeing of all those involved in the programme to the highest standards.</p> <p>1.4. <b>Safe/secure for users:</b> Deliver safe and secure facilities by design for all Palace users.</p> <p>1.5. <b>Asbestos:</b> Achieve an asbestos risk-free Palace of Westminster and safe disposal of any asbestos removed.</p>	<p>2.1. <b>Logistics:</b> Provide sustainable logistic solutions to support modern construction methods and the effective long-term operation of the Palace on completion.</p> <p>2.2. <b>Legacy:</b> Develop flexible legacy uses for acquired decant buildings which reflect the changing needs of Parliament.</p> <p>2.3. <b>Working Environment:</b> Create a flexible, effective and enjoyable working environment in the Palace.</p> <p>2.4. <b>Procedure:</b> Help facilitate any procedural changes that may be requested by either House.</p> <p>2.5. <b>Technology:</b> Mitigate the constraints that the Palace places on the use of technology.</p> <p>2.6. <b>Innovation:</b> Deliver operational efficiency and longevity: an exemplar for heritage, best in class refurbishment, and the built environment.</p>	<p>3.1 <b>EDI:</b> Equality, diversity and inclusion is central to the programme: provide opportunities for all, recognising differences in an open and safe environment.</p> <p>3.2 <b>Workspace:</b> Create flexible and accessible workspaces, fit for now and future proofed as far as possible.</p> <p>3.3 <b>Shared spaces:</b> Provide space in the Palace for Members of both Houses to meet constituents, the public and the media.</p> <p>3.4 <b>Connecting:</b> Reconnect people from across the UK with their Parliament through improved education and visitor facilities, physical and digital access.</p> <p>3.5 <b>Access:</b> Provide exemplary standards of access for everyone.</p> <p>3.6 <b>Participation:</b> Ensure the building enables public engagement with the proceedings and wider activities of the two Houses</p>	<p>4.1. <b>Accretions:</b> Remove unsightly accretions to the Palace, providing alternative facilities elsewhere as needed.</p> <p>4.2. <b>Heritage:</b> Acknowledge the significance of Parliament's heritage, while embracing the opportunity for change and flexibility.</p> <p>4.3. <b>Icon:</b> Maintain the status of the Palace of Westminster as one of the world's iconic buildings and its role as the universally recognised home of the UK's Parliament.</p> <p>4.4. <b>Value:</b> Recognise the value of the building and conserve and enhance it.</p> <p>4.5. <b>Conserve:</b> Conserve and safeguard heritage collections, taking into account the needs and requirements of both Houses.</p> <p>4.6. <b>People:</b> Help Parliament to connect people with the past, present and future of parliamentary democracy through engagement with its rich heritage.</p>	<p>5.1. <b>Environment:</b> Optimise the environmental impact of the Palace of Westminster in construction and in operation, including efficient and responsible energy usage and waste recycling.</p> <p>5.2. <b>Skills:</b> Develop the required knowledge and skills and inspire talent nationwide in traditional and emerging professions and trades to deliver a successful programme and secure a legacy for future generations.</p> <p>5.3. <b>Economic impact:</b> Create economic opportunity across all the regions of the UK and improve UK export potential.</p> <p>5.4. <b>Procurement:</b> Procure in a manner that drives sustainable approaches to natural resources and economic opportunities throughout the supply chain.</p> <p>5.5. <b>Resilience:</b> Minimise the possibility of the critical loss of any dependencies within the scope of the programme.</p>	<p>6.1 <b>Outcome:</b> Achieve a reliable and timely programme which delivers benefits and efficiencies and minimises adverse impact on stakeholders.</p> <p>6.2 <b>Governance:</b> Put in place substantive governance: a Sponsor Body and Delivery Authority.</p> <p>6.3 <b>OBC:</b> Deliver Outline Business Case on time.</p> <p>6.4 <b>FBC:</b> Deliver Full Business Case on time.</p> <p>6.5 <b>Palace planning:</b> Deliver successful Palace planning application on time.</p> <p>6.6 <b>Palace use:</b> Minimise the time that the Palace is out of use.</p> <p>6.7 <b>Palace completed:</b> Complete Palace facilities and hand over on time.</p> <p>6.8 <b>Palace cost:</b> Ensure cost of Palace restoration &amp; renewal is achieved on budget.</p> <p>6.9 <b>Operating/capital costs:</b> Optimise operating and capital costs through a focus on whole-life costing; and achieve operating cost targets.</p>