AMENDMENTS FOR USE WITH JCT CONSULTANCY AGREEMENT (PUBLIC SECTOR) 2016

CONDITIONS

THIS CONTRACT SHALL INCORPORATE ALL THE PROVISIONS OF THE JOINT CONTRACTS TRIBUNAL CONSULTANCY AGREEMENT (PUBLIC SECTOR) 2016 AS AMENDED BY THE FOLLOWING AMENDMENTS:

SECTION 1: DEFINITIONS AND INTERPRETATION

Amend clause 1.1 as follows:

In the definition of "Conditions", **insert** after the words "sections 1 to 12 of these conditions" the following: "as amended by the schedule of amendments attached to the Agreement"

Replace 'Annex A' in definition of Fees with 'Pricing Schedule'

Insert the following new definitions:

Background IPR: in respect of each Party, the Intellectual Property Rights owned by or otherwise in the possession of that Party that are reasonably regarded as being applicable to the Project and/or the Services at the date of the Contract;

Confidential Information: the Client's Confidential Information and/or the Consultant's Confidential Information;

Consultant's Confidential Information: any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and Consultants of the Consultant, including IPRs, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential, including the Commercially Sensitive Information;

Client's Confidential Information: all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and Consultants of the Client, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential

Data Controller: has the meaning given to it in the Data Protection Act 2018;

Data Protection Legislation: Data Protection Act 2018 and other UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation (*(EU) 2016/679*) and any other directly applicable European Union regulation relating to privacy;

Environmental Information Regulations: the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner in relation to such regulations

FOIA: the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the

Information Commissioner in relation to such legislation;

Foreground IPR means all Intellectual Property Rights resulting from, related to or created in the course of the provision of the Services

Intellectual Property Rights or "IPRs":

(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information;
(b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction;
(c) all other rights having equivalent or similar effect in any country or jurisdiction; and
(d) all or any goodwill relating or attached thereto.

Law: any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Consultant is bound to comply;

Personal Data: the meaning given to it in the Data Protection Act 2018

Prohibited Act:
to directly or indirectly offer, promise or give any person working for or engaged by the Client or any other public body a financial or other advantage to:

(a) induce that person to perform improperly a relevant function or activity; or
(b) reward that person for improper performance of a relevant function or activity;
(c) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this contract;
(d) committing any offence:
    - under the Bribery Act 2010 (or any legislation repealed or revoked by such Act)
    - under legislation or common law concerning fraudulent acts; or
    - defrauding, attempting to defraud or conspiring to defraud the Client; or

any activity, practice or conduct which would constitute one of the offences listed above if such activity, practice or conduct had been carried out in the UK.

Relevant Requirements: all applicable laws relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010

Request for Information: a request for information or an apparent request under the Code of Practice on Access to government Information, FOIA or the Environmental Information Regulations

SECTION 2 CONSULTANT'S GENERAL OBLIGATIONS

2.8 Records and time charge estimates

Insert new subclauses after 2.8.2 as follows:

2.8.3 The Consultant shall keep and maintain such referred to in this clause 2.8 in accordance with Law and shall:

2.8.3.1 afford any auditor access to the records and accounts referred to in clause 2.8 at the Consultant's premises and/or provides records and accounts (including copies of the Consultant's published accounts) or copies of the same, as may be required by any Auditor from time to time during the Consultant performing the Services and the liability period under the contract in order that the Auditor may carry out an inspection to assess compliance by the Consultant and/or its Sub-contractors of any of the Consultant's obligations under this contract including in order to:

- verify the accuracy of any amounts payable by the Client under this contract (and proposed or actual variations to them in accordance with this contract);

- verify the costs of the Consultant (including the costs of all Sub-contractors and any third party suppliers) in connection with performing the Services;

- identify or investigate an actual or suspected Prohibited Act, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Client has no obligation to inform the Consultant of the purpose or objective of its investigations;

- obtain such information as is necessary to fulfil the Client's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes;

- enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Client has used its resources

2.8.3.2 subject to the Consultant's rights in respect of Consultant's Confidential Information, the Consultant provides the Auditor on demand with all reasonable co-operation and assistance in respect of:

- all reasonable information requested by the Client within the scope of the audit;

- reasonable access to sites controlled by the Consultant and to any Consultant's equipment used to perform the Services;

- access to the Consultant's personnel.

2.8.4 The Parties bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 2.8, unless the audit reveals a default by the Consultant in which case the Consultant reimburses the Client for the Client's reasonable costs incurred in relation to the audit.

2.8.5 This clause does not constitute a requirement or agreement for the purposes of section 6(3)(d) of the National Audit Act 1983 for the examination, certification or inspection of the accounts of the Consultant and the carrying out of an examination under Section 6(3)(d) of the National Audit Act 1983 in relation to the Consultant is not a function exercisable under this contract.

SECTION 7 PAYMENT

7.1 Delete 7.1.2 and 7.1.3.

7.3 Delete clause.

7.4 Delete clause.

7.6 replace '14 days' with '28 days'.

7.9 replace '7 days' with '14 days'.

SECTION 9 USE OF THE CONSULTANT'S DESIGN INFORMATON, CONFIDENTIALITY ETC

Copyright and use / Intellectual Property Rights
Delete clause 9.1 and Insert the following:

"Document" means all designs, drawings, specifications, software, electronic data, photographs, plans, surveys, reports, and all other documents and/or information prepared by or on behalf of the Consultant in relation to this Contract.

9.1.1 The Background IPR shall remain the absolute property of the owner of such rights at the date of the Contract. No Party will make any representation or do any act which may be taken to indicate that it has any right, title or interest in or to the ownership or use of any of the Background IPR of the other Party except under the terms of this Contract, and each Party acknowledges that nothing contained in this Contract shall give it any right, title or interest in or to the Background IPR of the other Party save as granted in this clause 9.1.

9.1.2 The Consultant grants to the Client an irrevocable, non exclusive, royalty free licence to use the Consultant's Background IPR with a right to grant sub-licences to such third parties as the Client reasonably requires ("the Transferees") for the purposes of the Project and/or the Contract. The Consultant shall not be liable for any use by the Client or the Transferees of any of the Background Intellectual

Property for any purpose other than that for which the same were prepared by or on behalf of the Consultant.

9.1.3 The Client grants to the Consultant a non exclusive, royalty free licence to use the Client's Background IPR with a right to sub-licence to Sub-Consultants solely for the purposes of the Project and/or the Contract and for the duration of the Contract.

9.1.4 In consideration of the Contract Fee payable by the Client to the Consultant, all Foreground IPR shall remain the sole, exclusive property of the Client and the Consultant acknowledges that nothing contained in the Contract shall give it any right, title or interest in or to the Foreground IPR save as granted in this clause 9.1.

9.1.5 The Client grants to the Consultant a royalty free, non exclusive licence to use the Client's Foreground IPR with a right to sub-licence to Sub-Consultants solely for the purposes of the Project and/or the Contract and for the duration of the Contract.

9.1.6 The Parties shall when appropriate or applicable execute a formal licence or licences for the purpose of registering the licences granted pursuant to clauses 9.1.2, 9.1.3 and 9.1.5 in such form as may be necessary to give effect to the terms of the Contract. Such licence or licences shall be subject to all the terms of the Contract.

9.1.7 The Parties shall provide all reasonable assistance to each other when reasonably requested to do so by the other for the purposes of ensuring that each Party receives the full benefit of the licences of Intellectual Property Rights granted under this clause 9.1.

9.1.8 Both Parties warrant to the other that:

9.1.8.1 it is the exclusive legal and beneficial owner of all right, title and interest in its Background IPR and that there are no liens, encumbrances options or other charges over any of them; and

9.1.8.2 to the best of its knowledge, information and belief the use of its Background IPR by the other Party pursuant to the Contract will not infringe Intellectual Property Rights of any third party.

9.1.9 Each Party shall inform the other of any infringement of any Intellectual Property Rights as soon as reasonably practicable upon such infringement coming to its notice. The Party that is the owner of such Intellectual Property Rights shall have the sole conduct of any proceedings in relation to them.

9.1.10 Each Party (the "Indemnifying Party") will indemnify and hold harmless the other Party against any and all liability, loss, damages, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by such other Party in respect of any claim or action that the use of the Indemnifying Party's Background

IPR infringes the Intellectual Property Rights of any third party (an "Intellectual Property Infringement") provided that such other Party:

9.1.10.1 gives notice to the Indemnifying Party of any Intellectual Property Infringement immediately upon becoming aware of the same;

9.1.10.2 gives the Indemnifying Party the sole conduct of the defence to any claim or action in respect of an Intellectual Property Infringement and does not at any time admit liability or otherwise settle or compromise or attempt to settle or compromise that claim or action except upon the express instructions of the Indemnifying Party; and

9.1.10.3 acts in accordance with the reasonable instructions of the Indemnifying Party and gives the Indemnifying Party such assistance as it shall reasonably require in respect of the conduct of the defence (as referred to in 9.1.10.2).

9.1.11 The Consultant shall ensure that any copyright materials produced by or on behalf of the Client in connection with the provision of the Services for the Client shall be marked with the following copyright notice "Copyright *[insert Client's standard Copyright statement and year of creation]*. All Rights Reserved".

Confidentiality and Information Sharing

Delete clause 9.2 and insert the following:

9.2.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this contract, during the Consultant's engagement and for the period of 6 years after its expiry or termination, each party shall:

9.2.1.1 treat the other party's Confidential Information as confidential and safeguard it accordingly; and

9.2.1.2 not disclose the other party's Confidential Information to any other person without prior written consent.

9.2.1.3 immediately notify the other Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information

9.2.1.4 notify the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the other Party is involved in activity that may be a criminal offence under the Bribery Act 2010

9.2.2 The clause above shall not apply to the extent that:

9.2.2.1 such disclosure is a requirement of the law of the contract placed upon the party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to clause 1.10 (Freedom of Information);

9.2.2.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

9.2.2.3 such information was obtained from a third party without obligation of confidentiality;

9.2.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or

9.2.2.5 it is independently developed without access to the other party's Confidential Information.

9.2.3 The Consultant may only disclose the Client's Confidential Information to Consultant's Persons who are directly involved in the provision of the service and who need to know the information, and shall ensure that such Consultant's Persons are aware of and shall comply with these obligations as to confidentiality.

9.2.4 The Consultant shall not, and shall procure that the Consultant's Persons do not, use any of the Client's Confidential Information received otherwise than for the purposes of this contract.

9.2.5 The Consultant may only disclose the Client's Confidential Information to Consultant's Persons who need to know the information, and shall ensure that such Consultant's Persons are aware of, acknowledge the importance of, and comply with these obligations as to confidentiality. In the event that any default, act or omission of any Consultant's Persons causes or contributes (or could cause or contribute) to the Consultant breaching its obligations as to confidentiality under or in connection with this contract, the Consultant shall take such action as may be appropriate in the circumstances, including the use of disciplinary procedures in serious cases. To the fullest extent permitted by its own obligations of confidentiality to any Consultant Personnel, the Consultant shall provide such evidence to the Client as the Client may reasonably require (though not so as to risk compromising or prejudicing the case) to demonstrate that the Consultant is taking appropriate steps to comply with this clause, including copies of any written communications to and/or from Consultant's Persons, and any minutes of meetings and any other records which provide an audit trail of any discussions or exchanges with Consultant's Persons in connection with obligations as to confidentiality.

9.2.6 At the written request of the Client, the Consultant shall procure that those members of the Consultant's Persons identified in the Client's notice signs a confidentiality undertaking prior to commencing any work in accordance with this Contract.

9.2.7 Nothing in this **Clause** 9 shall prevent the Recipient from disclosing Confidential Information where it is required to do so by judicial, administrative, governmental

or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable law or, where the Consultant is the Recipient, to the Consultant's immediate or ultimate holding company provided that the Consultant procures that such holding company complies with this Clause 9.2 as if any reference to the Consultant in this Clause 9 were a reference to such holding company.

9.2.8 The Consultant authorises the Client to disclose the Confidential Information to such person(s) as may be notified to the Consultant in writing by the Client from time to time to the extent only as is necessary for the purposes of auditing and collating information so as to ascertain a realistic market price for the Services supplied in accordance with the Contract, such exercise being commonly referred to as "**benchmarking**". The Client shall use all reasonable endeavours to ensure that such person(s) keeps the Confidential Information confidential and does not make use of the Confidential Information except for the purpose for which the disclosure is made. The Client shall not without good reason claim that the lowest price available in the market is the realistic market price.

9.2.9 The Consultant acknowledges that the Client is or may be subject to the FOIA. The Consultant notes and acknowledges the FOIA and both the respective Codes of Practice on the Discharge of Public Authorities' Functions and on the Management of Records (which are issued under section 45 and 46 of the FOIA respectively) and the Environmental Information Regulations 2004 as may be amended, updated or replaced from time to time (the "EIR"). The Consultant will act in accordance with the FOIA, these Codes of Practice and EIR (and any other applicable codes of practice or guidance notified to the Consultant from time to time) to the extent that they apply to the Consultant's performance under the Contract.

9.2.10 The Consultant agrees that:

9.2.10.1 without prejudice to the generality of **Clause** 9.2, the provisions of this Clause 9 are subject to the respective obligations and commitments of the Client under the FOIA and both the respective Codes of Practice on the Discharge of Public Authorities' Functions and on the Management of Records (which are issued under section 45 and 46 of the FOIA respectively) and the EIR;

9.2.10.2 subject to Clause 9.2.10.3, the decision on whether any exemption applies to a request for disclosure of recorded information is a decision solely for the Client;

9.2.10.3 where the Client is managing a request as referred to in Clause 9.2.10.2, the Consultant shall co-operate with the Client making the request and

shall respond within five (5) Working Days of any request by it for assistance in determining how to respond to a request for disclosure.

9.2.11 The Consultant shall and shall procure that its sub-contractors shall:

9.2.11.1 transfer any request for information, as defined under section 8 of the FOIA or EIR (as appropriate), to the Client as soon as practicable after receipt and in any event within five (5) Working Days of receiving a request for information;

9.2.11.2 provide the Client with a copy of all information in its possession or power in the form that the Client requires within five (5) Working Days (or such other period as the Client may specify) of the Client requesting that Information; and

9.2.11.3 provide all necessary assistance as reasonably requested by the Client to enable the Client to respond to a request for information within the time for compliance set out in FOIA EIR (as appropriate).

9.2.12 The Client may consult the Consultant in relation to any request for disclosure of the Consultant's Confidential Information in accordance with all applicable guidance.

9.2.13 This Clause 9 shall remain in force without limit in time in respect of Confidential Information which comprises Personal Data. Save as aforesaid and unless otherwise expressly set out in the Contract, this Clause 9 shall remain in force for a period of 3 years after the termination or expiry of this Contract.

9.2.14 In the event that the Consultant fails to comply with this Clause 9, the Client reserves the right to terminate the Contract by notice in writing with immediate effect.

9.3 Data Protection

9.3.1 The Consultant and the Client will comply with the Data Protection Legislation.

9.3.2 The Consultant acknowledges that where processing Personal Data on behalf of the Client, for the purposes of the Data Protection Legislation, the Client is the Data Controller and the Consultant is the data processor. The Consultant shall:

9.3.2.1 in relation to any Personal Data processed in connection with this agreement:

(a) process that Personal Data only on written instructions of the Client;

(b) keep the Personal Data confidential;

(c) comply with the Client's privacy standard, Data protection policy, and data retention guidelines (which shall be provided by the Client if requested);

(d) comply with the Client's reasonable instructions with respect to processing Personal Data;

(e) not transfer any Personal Data outside of the European Economic Area without the Client's prior written consent;

(f) assist the Client at the Client's cost in responding to any data subject access request and to ensure compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators;

(g) notify the Client without undue delay on becoming aware of a Personal Data breach or communication which relates to the Client's or Consultant's compliance with the Data Protection Legislation;

(h) at the written request of the Client, delete or return Personal Data and any copies thereof to the Client on termination of the contract unless required by the Data Protection Legislation to store the Personal Data;

(i) maintain complete and accurate records and information to demonstrate compliance with this clause 9.3 and allow for audits by the Client or the Client's designated auditor.

9.3.2.2 ensure that he has in place appropriate technical or organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures. Such measures may include, where appropriate:

(a) pseudonymising and encrypting Personal Data;

(b) ensuring confidentiality, integrity, availability and resilience of its systems and services;

(c) ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident;

(c) regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it .

9.3.2.3 the Consultant shall have personal liability for and shall indemnify the Client for any loss, liability, costs (including legal costs), damages, or expenses resulting from any breach by the Consultant of the Data

Protection Legislation, and shall maintain in force full and comprehensive Insurance Policies

Insert new clauses as follows:

9.4 Freedom of information

9.4.1 The Consultant acknowledges that unless the Client has notified the Consultant that the Client is exempt from the provisions of the FOIA, the Client is subject to the requirements of the Code of Practice on Government Information, FOIA and the Environmental Information Regulations. The Consultant shall co-operate with and assist the Client so as to enable the Client to comply with its information disclosure obligations.

9.4.2 The Consultant shall:

9.4.2.1 transfer to the Client all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;

9.4.2.2 provide the Client with a copy of all Information in its possession, or power in the form that the Client shall require within five Working Days (or such other period as the Architect/Contract Administrator may specify) of the Client's request;

9.4.2.3 provide all necessary assistance as reasonably requested by the Client to enable the Client to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations; and

9.4.2.4 procures that its sub-contractors do likewise.

9.4.3 The Client is responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the provisions of the Code of Practice on Government Information, FOIA or the Environmental Information Regulations.

9.4.4 The Consultant shall not respond directly to a Request for Information unless authorised to do so by the Client.

9.4.5 The Consultant acknowledges that the Client may, acting in accordance with the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of information Act 2000, be obliged to disclose Information without consulting or obtaining consent from the Consultant or despite the Consultant having expressed negative views when consulted.

9.4.6 The Consultant shall ensure that all Information is retained for disclosure for twelve years where this Contract is executed as a deed or six years where this Contract is executed under hand and shall permit the Client to inspect such records as and when reasonably requested from time to time."

SECTION 11 SUSPENSION BY CLIENT AND TERMINATION

11.1 Delete 11.1.2, 11.1.4 and 11.1.4

11.16 delete clause 11.16.2

SECTION 12 SETTLEMENT OF DISPUTE

Delete clauses 12.3 to 12.8

SECTION 13 PREVENTION OF FRAUD AND BRIBERY

13.1 The Consultant represents and warrants that neither it, nor to the best of its knowledge any of its employees, have at any time prior to the date of this Contract:

13.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or

13.1.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

13.2 During the carrying out of the Services the Consultant shall not:

13.2.1 commit a Prohibited Act; and/or

13.2.2 do or suffer anything to be done which would cause the Client or any of the Client's employees, consultants, Consultants, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

13.3 During the carrying out of the Services the Consultant shall:

13.3.1 establish, maintain and enforce, and require that its sub-contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;

13.3.2 keep appropriate records of its compliance with this Contract and make such records available to the Client on request;

13.3.3 provide and maintain and where appropriate enforce an anti-bribery policy (which shall be disclosed to the Client on request) to prevent it and any Consultant's employees or any person acting on the Consultant's behalf from

committing a Prohibited Act.

13.4 The Consultant shall notify the Client immediately in writing if it becomes aware of any breach of clause 13.1, or has reason to believe that it has or any of the its employees or sub-contractors have:

13.4.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act;

13.4.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or

13.4.3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Contract or otherwise suspects that any person or Party directly or indirectly connected with this Contract has committed or attempted to commit a Prohibited Act.

13.5 If the Consultant shall make a notification to the Client pursuant to clause 13.4, the Consultant shall respond promptly to the Client's enquiries, co-operate with any investigation, and allow the Client to audit any books, records and/or any other relevant documentation in accordance with this Contract.

13.6 If the Consultant breaches Clause 13.3, the Client may by notice require the Consultant to remove from carrying out the Services any Consultant's Person whose acts or omissions have caused the Consultant's breach.

SECTION 14 EQUALITY AND DIVERSITY

Insert new clauses:

14.1 The Consultant shall perform its obligations under this contract in accordance with

14.1.1 all applicable equality Law (whether in relation to race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise); and

14.1.2 any other requirements and instructions which the Client reasonably imposes in connection with any equality obligations imposed on the Client at any time under applicable equality Law;

14.2 The Consultant shall take all necessary steps, and inform the Client of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).

SECTION 15 CONFLICTS OF INTEREST

Insert new clauses:

15.1 The Consultant shall take appropriate steps to ensure that neither the Consultant nor any of its personnel are placed in a position where (in the reasonable opinion of the Client) there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Consultant or its personnel and the duties owed to the Client under this contract.

15.2 The Consultant shall promptly notify and provide full particulars to the Client if such conflict referred to in the clause above arises or may reasonably been foreseen as arising.

15.3 The Client may terminate the Consultant's obligation to perform the Services immediately under clause 15.2 (as if insolvency applied) and/or to take such other steps the Client deems necessary where, in the reasonable opinion of the Client, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Consultant and the duties owed to the Client under this contract.

SECTION 16 PUBLICITY AND BRANDING

Insert new clauses:

16.1 The Consultant shall not

(a) make any press announcements or publicise this contract in any way

(b) use the Client's name or brand in any promotion or marketing or announcement of the contract

without approval of the Client.

16.2 The Client is entitled to publicise the contract in accordance with any legal obligation upon the Client, including any examination of the contract by the National Audit Office pursuant to the National Audit Act 1983 or otherwise.