

Public sector Z clauses for use with NEC3 contracts

The following z clauses are intended for UK Government clients when using the NEC3 forms of contracts. These clauses are additional conditions to the main NEC3 contract and are not intended for independent use. Whilst optional, public sector users should consider their use in conjunction with the main contract. NEC and the Office of Government Commerce have produced the generic clauses in collaboration to ensure compatibility with both the NEC3 suite of contracts and public sector terminology.

NEC3 engineering and construction contract Z clauses

Z1 Official Secrets and confidentiality

Z1.1 The Official Secrets Act 1989 and, where appropriate, the provisions of section 11 of the Atomic Energy Act 1946 apply to this contract from the *starting date* until the Defects Certificate or a termination certificate has been issued.

Z1.2 The *Contractor* notifies his employees and his Subcontractors of their duties under these Acts.

Z1.3 The *Contractor* does not use or disclose information concerning the contract obtained either by the *Contractor* or by any person employed by him except for the purposes of the contract.

Z2 Security

Site admittance

Z2.1 The *Contractor* submits to the *Project Manager* details of people who are to be employed by him and his Subcontractors in connection with the *works*. The details include a list of names and addresses, the capacities in which they are employed, and other information required by the *Project Manager*.

Z2.2 The *Project Manager* may instruct the *Contractor* to take measures to prevent unauthorised persons being admitted on to the Site. The instruction is a compensation event if the measures are additional to those required by the Works Information.

Passes

Z2.3 Employees of the *Contractor* and his Subcontractors are to carry an *Employer's* pass whilst they are on the parts of the Site stated in the Contract Data.

Z2.4 The *Contractor* submits to the *Project Manager* for acceptance a list of the names of the people for whom passes are required. The *Project Manager* issues the passes to the *Contractor*. Each pass is returned to the *Project Manager* when the

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employee no longer requires access to that part of the Site or after the *Project Manager* has given notice that the employee is not to be admitted to the Site.

Photographs

Z2.5 The *Contractor* does not take photographs of the Site or the *works* or any part of them unless he has obtained the acceptance of the *Project Manager*.

Z2.6 The *Contractor* takes the measures needed to prevent his and his Subcontractors' people taking, publishing or otherwise circulating such photographs.

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Guidance on NEC3 Engineering and Construction Contract Z clauses

Site admittance

Any general requirements for Site security should be set out in the Works Information. Clause Z2.2 allows the *Project Manager* to instruct a higher level of security whenever necessary.

Passes

Z2.3 and Z2.4 are used when access is to be controlled by the issue of passes. An entry should be made in the Contract Data as follows:

“The parts of the Site where employees are to carry a pass are....”

Photographs

Z2.5 and Z2.6 should be used if the *Contractor* is to be restricted in taking photographs of the Site.

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NEC3 engineering and construction short contract Z clauses

Z1 Official Secrets and confidentiality

Z1.1 The Official Secrets Act 1989 and, where appropriate, the provisions of section 11 of the Atomic Energy Act 1946 apply to this contract from the *starting date* until the Defects Certificate or a termination certificate has been issued.

Z1.2 The *Contractor* notifies his employees and his subcontractors of their duties under these Acts.

Z1.3 The *Contractor* does not use or disclose information concerning the contract obtained either by the *Contractor* or by any person employed by him except for the purposes of the contract.

Z2 Security

Site admittance

Z2.1 The *Contractor* submits to the *Employer* details of people who are to be employed by him and his Subcontractors in connection with the *works*. The details include a list of names and addresses, the capacities in which they are employed, and other information required by the *Employer*.

Z2.2 The *Employer* may instruct the *Contractor* to take measures to prevent unauthorised persons being admitted on to the *site*. The instruction is a compensation event if the measures are additional to those required by the Works Information.

Passes

Z2.3 Employees of the *Contractor* and his subcontractors are to carry an *Employer's* pass whilst they are on the parts of the *site* stated in the Contract Data.

Z2.4 The *Contractor* submits to the *Employer* for acceptance a list of the names of the people for whom passes are required. The *Employer* issues the passes to the *Contractor*. Each pass is returned to the *Employer* when the employee no longer requires access to that part of the *site* or after the *Employer* has given notice that the employee is not to be admitted to the *site*.

Photographs

Z2.5 The *Contractor* does not take photographs of the *site* or the *works* or any part of them unless he has obtained the acceptance of the *Employer*.

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Z2.6 The *Contractor* takes the measures needed to prevent his and his subcontractors' people taking, publishing or otherwise circulating such photographs.

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NEC3 professional services contract Z clauses

Z1 Official Secrets and confidentiality

Z1.1 The Official Secrets Act 1989 and, where appropriate, the provisions of section 11 of the Atomic Energy Act 1946 apply to this contract from the *starting date* until the, the date of correction of any Defect notified before the *defects date*, or until a termination certificate has been issued.

Z1.2 The *Consultant* notifies his employees and his Subconsultants of their duties under these Acts.

Z1.3 The *Consultant* does not use or disclose information concerning the contract obtained either by the *Consultant* or by any person employed by him except for the purposes of the contract.

Z2 Security

Z2.1 to Z2.4 not used

Photographs

Z2.5 The *Consultant* does not take photographs of work carried out in connection with the *services* unless he has obtained the acceptance of the *Employer*.

Z2.6 The *Consultant* takes the measures needed to prevent his and his Subconsultants' people taking, publishing or otherwise circulating such photographs.

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NEC3 term service contract Z clauses

Z1 Official Secrets and confidentiality

Z1.1 The Official Secrets Act 1989 and, where appropriate, the provisions of section 11 of the Atomic Energy Act 1946 apply to this contract from the *starting date* until the expiry of the *service period* or until a termination certificate has been issued.

Z1.2 The *Contractor* notifies his employees and his Subcontractors of their duties under these Acts.

Z1.3 The *Contractor* does not use or disclose information concerning the contract obtained either by the *Contractor* or by any person employed by him except for the purposes of the contract.

Z2 Security

Admittance to Affected Property

Z2.1 The *Contractor* submits to the *Service Manager* details of people who are to be employed by him and his Subcontractors in connection with the *service*. The details include a list of names and addresses, the capacities in which they are employed, and other information required by the *Service Manager*.

Z2.2 The *Service Manager* may instruct the *Contractor* to take measures to prevent unauthorised persons being admitted to Affected Property. The instruction is a compensation event if the measures are additional to those required by the Service Information.

Passes

Z2.3 Employees of the *Contractor* and his Subcontractors are to carry an *Employer's* pass whilst they are on the parts of the Affected Property stated in the Contract Data.

Z2.4 The *Contractor* submits to the *Service Manager* for acceptance a list of the names of the people for whom passes are required. The *Service Manager* issues the passes to the *Contractor*. Each pass is returned to the *Service Manager* when the employee no longer requires access to that part of the Affected Property or after the *Service Manager* has given notice that the employee is not to be admitted to the Affected Property.

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Photographs

Z2.5 The *Contractor* does not take photographs of Affected Property or of work carried out in connection with the *service* unless he has obtained the acceptance of the *Service Manager*.

Z2.6 The *Contractor* takes the measures needed to prevent his and his Subcontractors' people taking, publishing or otherwise circulating such photographs.