

Short Contract

A contract between **Medical Research Council (MRC)**

and
.....
.....

for **Building Regulations Approved Inspector**

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Notes about this contract are printed in boxes like this one or in
[parenthesis like this]. They are not part of the contract.

Contract Data

The *Client* is

Name **Medical Research Council**

Address **Polaris House, North Star Avenue, Swindon, SN2 1FL**

The *services* are **Provision of an Building Regulations Approved Inspector – FM17065**

The *starting date* is **.3rd January 2017**

The *completion date* is **30th September 2021**

The *delay damages* for late
Completion are N/A per day.

The *law of the contract* is **Law of England**

The *period for reply* is **Two** weeks.

The *defects date* is **Fifty Two (52)** weeks after Completion.

The *assessment day* is the **1st Day** of each month.

Work is to be carried out on a
time charge basis

Contract Data

The *Consultant* provides the following insurance cover

Insurance against	Minimum amount of cover	Period following Completion or earlier termination
Failure of the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	£1,000,000 in respect of each claim, without limit to the number of claims	12 Months
Death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	in respect of each claim, without limit to the number of claims £1,000,000	
Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	£1,000,000 in respect of each claim, without limit to the number of claims	

Contract Data

The *Consultant's* total liability to the *Client* for matters for which insurance is provided is limited to £1,000,000

The *Consultant's* total liability to the *Client* for other matters is limited to £1,000,000

The *tribunal* is Arbitration

If the *tribunal* is arbitration, the arbitration procedure is Mediation

The place where the arbitration is to be held is Borough of London

The person who will choose the arbitrator if the Parties cannot agree is UK Shared Business Services

The *conditions of contract* are the NEC3 Professional Services Short Contract (April 2013) and the following additional conditions.

ZZ Clauses

ZZ.1 Freedom of Information Act and the Environmental Information Regulations

The (SUPPLIER) shall provide all assistance to enable the Medical Research Council and/or its clients to comply with any request received under the Freedom of Information Act 2000 and/or the Environmental Information Regulations should either be applicable to the Medical Research Council.

In no event shall the (SUPPLIER) or its Subcontractors respond directly to a Request for Information unless expressly authorised to do so by the Medical Research Council

ZZ.2 Transparency

In order to comply with the Government's policy on transparency in the areas of procurement and contracts the (SUPPLIER) agrees that the NEC3 PSSC and the sourcing documents issued by the Medical Research Council which led to its creation will be published by the Medical Research Council on a designated web site.

The entire NEC 3 PSSC and all the sourcing documents issued by the Medical Research Council will be published on the designated web site save where to do so would disclose information the disclosure of which would:

- (i) contravene a binding confidentiality undertaking that protects information which the Medical Research Council at the time when it considers disclosure, reasonably considers to be confidential to the (SUPPLIER);
- (ii) be contrary to regulation 21 of the Public Contracts Regulations 2015; or
- (iii) in the reasonable opinion of the Medical Research Council be prevented by virtue of one or more of the exemptions in the FOIA or one or more of the exceptions in the Environmental Information Regulation (EIR).

If any of the situations in (i),(ii),(iii) apply the (SUPPLIER) consents to the NEC 3 PSSC or sourcing documents being redacted by the Medical Research Council to the extent necessary to remove or obscure the relevant material and being published on the designated website subject to those redactions.

Clause ZZ.3

The Medical Research Council may terminate the NEC3 PSSC Contract by written notice to the (SUPPLIER) in any of the following circumstances:

- (i) Where it considers that the NEC3 PSSC Contract has been subject to a substantial modification which would have required a new procurement procedure in accordance with Regulation 72(9) of the Public Contracts Regulations 2015(as amended) ("PCR 2015");
- (ii) Where it considers that the (SUPPLIER) has at the time of the award of the NEC3 PSSC Contract been in one of the situations referred to in Regulation 57(1) of the PCR 2015, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure;
- (iii) Where the NEC3 PSSC Contract should not have been awarded to the (SUPPLIER) in view of a serious infringement of the obligations under the EU Treaties and Directive 2014/24/EU of the European Parliament and of the Council that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU;
- (iv) Where the European Commission sends a reasoned opinion to the United Kingdom or brings the matter before the Court of Justice of the European Union under Article 258 of the TFEU alleging that the NEC3 PSSC Contract should not have been awarded to the (SUPPLIER) in view of a serious infringement of the obligations under the Treaties and Directive 2014/24/EU of the European Parliament and of the Council; or
- (v) Where a third party starts court proceedings against the Medical Research Council seeking a declaration that the NEC3 PSSC Contract is ineffective or should be shortened under Regulations 98 to 101 of the PCR 2015, which the Medical Research Council considers have a reasonable prospect of success.

Such termination shall be effective immediately or at such later date as is specified in the notice. The Medical Research Council shall not incur any liability to the (SUPPLIER) by reason of such termination and shall not be required to pay any costs, losses or damage to the (SUPPLIER). Termination under this clause shall be without prejudice to any other rights of the Medical Research Council .

Termination Para 2

The Medical Research Council shall at any time have the right for convenience to terminate the NEC3 PSSC Contract or reduce the quantity of Supplies or Services to be provided by the (SUPPLIER) in each case by giving to the (SUPPLIER) reasonable written notice. During the period of notice Medical Research Council may direct the (SUPPLIER) to perform all or any of the work under the NEC3 PSSC Contract . Where Medical Research Council has invoked either of these rights, the (SUPPLIER) may claim reasonable costs necessarily and properly incurred by him as a result of the termination or reduction, excluding loss of profit, provided that the claim shall not exceed the total cost of the Contract.

The *Consultant's* Offer

The *Consultant* is

Name

Address

.....

Telephone

E-mail address

Signed on behalf of the *Consultant*

Name

Position

Signature Date

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The *Client's* Acceptance

The *Client* accepts the *Consultant's* Offer to Provide the Services

Signed on behalf of the *Client*

Name

Position

Signature Date

Price List

As per ITQ AW5.2

Scope

The Scope should be a complete and precise statement of the *Client's* requirements. If it is incomplete or imprecise, there is a risk that the *Consultant* will interpret it differently from the *Client's* intention. Information provided by the *Consultant* should be listed in the Scope only if the *Client* is satisfied that it is required, is part of a complete statement of the *Client's* requirements and is consistent with other parts of the Scope.

1 Purpose of the *services*

As per ITQ

2 Description of the *services*

As per ITQ

3 Existing information

As per ITQ

Scope

4 Specifications and standards

As per ITQ

5 Constraints on how the *Consultant* is to Provide the Services

As per ITQ

Scope

6 Requirements for the programme

As per ITQ

7 Information and other things provided by the *Client*

As per ITQ