

# Short Contract

A contract between **UK Research and Innovation**  
**Polaris House,**  
**North Star Avenue,**  
**Swindon,**  
**SN2 1FL**

and **TBC**

for **FM18152 – MLC Boiler Burner Replacement**

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# Contract Data

## The *Employer* is

Name UK Research and Innovation  
Address Polaris House, North Star Avenue, Swindon, SN2 1FL  
Telephone 01793 867000  
E-mail address FMProcurement@uksbs.co.uk

The *works* are Replacement of MLC Boiler Burners

The *site* is Medical Research Council  
Mary Lyon Centre  
Oxfordshire

The *starting date* is 19/09/2018

The *completion date* is 31/01/2019

The *period for reply* is 1 week.

The *defects date* is 52 weeks after Completion.

The *defect correction period* is 1 week.

The *delay damages* are per day.

The *assessment day* is the 07/02/2019 .

Does the United Kingdom Housing Grants, Construction and  
Regeneration Act (1996) apply? No

## The *Adjudicator* is

Name **RICS: Royal Institution of Chartered Surveyors**  
Address **12 Great George Street (Parliament Square)**  
**London, SW1P 3AD**  
Telephone **02476868555**  
E-mail address **Contactrics@rics.org**

# Contract Data

The interest rate on late payment is 0.5% per complete week of delay.

The *Contractor* is not liable to the *Employer* for loss of or damage to the *Employer's*

property in excess of £10,000,000 for any one event.

The *Employer* provides this insurance No insurance is provided by the employer

The minimum amount of cover for the third insurance stated in the Insurance Table is £10,000,000

The minimum amount of cover for the fourth insurance stated in the Insurance Table is £5,000,000

The *Adjudicator nominating body* is **RICS: Royal Institution of Chartered Surveyors**

The *tribunal* is **Arbitration**

If the *tribunal* is arbitration, **TBC In the event of Arbitration being required.**  
the arbitration procedure is

The *conditions of contract* are the NEC3 Engineering and Construction Short Contract April 2013 and the following additional conditions

## Clause 1

### **Freedom of Information Act and the Environmental Information Regulations**

The Contractor shall provide all assistance to enable the Employer 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 Employer.

In no event shall the Contractor or its Subcontractors respond directly to a Request for Information unless expressly authorised to do so by the Employer.

## Clause 2

### **Transparency**

In order to comply with the Government's policy on transparency in the areas of procurement and contracts the Contractor agrees that the Contract and the sourcing documents issued by the Employer which led to its creation will be published by the Employer on a designated web site.

The entire Contract and all the sourcing documents issued by the Employer 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 Employer, at the time when it considers disclosure, reasonably considers to be confidential to the Contractor;
- (ii) be contrary to regulation 21 of the Public Contracts Regulations 2015 as amended; or
- (iii) in the reasonable opinion of the Employer 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 Contractor consents to the Contract or sourcing documents being redacted by the Employer to the extent necessary to remove or obscure the relevant material and being published on the designated website subject to those redactions.

In this entire clause the expression "sourcing documents" means the advertisement issued by the Employer seeking expressions of interest, any pre-qualification questionnaire stage and the invitation to tender.

### **Clause 3**

#### **Termination**

The Employer, shall at any time have the right for convenience to terminate the Contract or reduce the quantity of Supplies or Services to be provided by the Contractor in each case by giving to the Contractor reasonable written notice. During the period of notice Employer may direct the Contractor to perform all or any of the work under the Contract. Where Employer has invoked either of these rights, the Contractor 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.

### **Clause 7**

#### **Modern Slavery Act 2015**

The Contractor agrees that during any term or extension it shall complete and return a report as advised below, covering the following, but not limited to areas as relevant and proportionate to the Contract evidencing the actions taken, relevant to the Contractor and your supply chain associated with this Contract.

- Impact assessments undertaken
- Steps taken to address risk/actual instances of modern slavery and how actions have

been prioritised

- Evidence of stakeholder engagement
- Evidence of ongoing awareness training
- Business-level grievance mechanisms in place to address modern slavery
- Actions taken to embed respect for human rights and zero tolerance of modern slavery throughout the organisation

Employer reserve the right to audit any and all reports submitted by the Contractor to an extent as deemed necessary and the Contractor shall unreservedly assist Employer in doing so.

Note: the Employer also reserves the right to amend or increase these frequencies, as it deems necessary to secure assurance in order to comply with the MSA.

The Employer requires such interim assurances to ensure that the Contractor is compliant and is monitoring its supply chain, so as to meet the requirements of the above Act.

The Contractor agrees that any financial burden associated with the completion and submission of this report and associated assistance at any time, shall be at the (SUPPLIERS) cost to do so and will not be reimbursable.

## **Clause 9**

### **Taxation obligations of the Contractor**

The relationship between Employer and Contractor shall be that of “independent contractor” which means that Contractor is not a Employer employee, worker, agent or partner, and Contractor shall not give the impression that they are.

As this is not an employment Contract, Contractor shall be fully responsible for all their own tax, including any national insurance contributions arising from carrying out the Services.

- (1) Contractor in respect of consideration received under this Contract, Contractor shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.
- (2) Where Contractor is liable to National Insurance Contributions (NICs) in respect of consideration received under this Contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.
- (3) Employer may, at any time during the term, completion extension or post termination of this Contract, request Contractor to provide information which demonstrates how Contractor complies with its obligations under tax and National insurance Clauses (1) and (2) above or why those Clauses do not apply to it.

A request under Clause (3) above may specify the information which Contractor shall provide

and the period within which that information must be provided.

In the case of a request mentioned in clause (3) above, the provision of inadequate information or a failure to provide the information within the requested period, during any term or extension, may result in Employer terminating the Contract.

Any obligation by Contractor to comply with Clause (1), (2), (3) shall survive any term, extension, completion or termination and Contractor obligations to Indemnify the Employer shall survive without limitation until such time as any of these obligations are complied with.

Employer may supply any information, including which it receives under Clause (3) to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

If Employer has to pay any such obligations owed by Contractor under Clauses (1) and (2) then Contractor shall pay back to Employer in full, any money that Employer has to pay, and Contractor shall also pay back Employer for any fine or compensate Employer for any other punishment imposed on Employer because the tax or national insurance due was not paid by the Contractor.

## **Clause 11**

### **General Data Protection Regulations (GDPR)**

(1) Contractor warrants that that it shall under this Contract:

Process only on documented instructions (Annex A) by Employer, including regarding international transfers (unless, subject to certain restrictions, legally required to transfer to a third country or international organisation);

- provide all reasonable assistance to the Employer in the preparation of any Data Protection Impact Assessment (see <http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32016R0679&from=EN> of the GDPR). prior to commencing any processing. Such assistance may, at the discretion of the Employer ,include;
  - a) systematic description of the envisaged processing operations and the purpose of the processing;
  - b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
  - c) an assessment of the risks to the rights and freedoms of Data Subjects; and
  - d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
  
- ensure those processing personal data are under a confidentiality obligation (contractual or statutory);

- appoint a suitably qualified data protection representative to manage the data;
- keep records of their data processing activities performed under this Contract in order to be able to provide information included in those records to the Data Protection Authorities, upon request. Records should include: (1) details of the data controller and data processor and their representatives; (2) the categories of processing activities that are performed; (3) information regarding cross-border data transfers and; and (4) a general description of the security measures that are implemented;
- take all measures required under the security provisions which includes pseudonymisation and encrypting personal data as appropriate;
- only use a sub-processor with (CONTRACTING AUTHORITIES) formal written consent (specific or general, although where general consent is obtained processors must notify all and any changes to Employer, giving them an opportunity to object);
- flow down the same contractual obligations to sub-processors as is imposed upon the Contractor by the Employer;
- notify Employer without undue delay data breaches;
- assist Employer in responding to requests from individuals (data subjects) exercising their rights;
- assist Employer in complying with the obligations relating to a security breach notification, Data Protection Impact Assessment and consulting with supervisory authorities;
- securely destroy(providing evidence that this has occurred e.g. a secure waste disposal certificate from a third party) or return as instructed by Employer all personal data at the end of the Contract (unless storage is required by EU/member state law);
- make available to Employer all information necessary to demonstrate compliance; allow/contribute to audits (including inspections by Employer or a third party); and inform Employer if its instructions infringe data protection law or other EU or member state data protection provisions.
- Where the Contractor is required to collect any Personal Data on behalf of the Employer, it shall ensure that it provides the data subjects from whom the Personal Data are collected, with a privacy notice in a form to be agreed with the Employer.

Employer may require further assurances during the Contract through a series of questions as to Suppliers GDPR compliance.

Notwithstanding any other remedies available to Employer, Contractor shall fully indemnify Employer as a result of any such breach of the General Data Protection Regulations (GDPR), by Contractor or any other party used by Contractor in its performance of the Contract, that results in Employer suffering fines, loss or damages.

#### **Annex A - Schedule of Processing, Personal Data and Data Subjects**

Contractor shall only process in accordance with the instructions as advised below and comply with any further written instructions with respect to processing by Employer. Any such further written processing instructions required by Employer shall be incorporated into this Schedule

and shall be a the subject of a formal amendment to this Contract.

<b>Description</b>	<b>Details</b>
<b>Subject matter of the processing</b>	<b>Agenda screening. Checking if operatives who are to be working on the site are not affiliated to certain political or activist groups.</b>
<b>Duration of the processing</b>	<b>Processing takes a minimum of 48 hours to complete as long as the details supplied are correct.</b>
<b>Nature and purposes of the processing</b>	<b>To ensure as far as is reasonable practicable that operatives, external to the MRC, are suitable to be left unsupervised whilst carrying out works in a multi-million pound research establishment. Areas of concern is where individuals are connected to certain political or activist groups.</b>
<b>Type of Personal Data</b>	<b>Full name Date of birth Town/City of birth Country of birth if not UK Full home address</b>
<b>Categories of Data Subject</b>	<b>All contractors who will be working alone within any building without supervision from MRC staff require the baseline Agenda check</b>
<b>Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data</b>	<b>Data will be retained until the end defects period. Agenda screening certificates are supplied as a password protected PDF file. After the end of the defects period, these files will be deleted.</b>

#### GDPR Questionnaire

The Contractor agrees that during any term or extension it shall complete and return the attached questionnaire as advised below.

Note: the Employer also reserves the right to amend or increase these frequencies, as it deems necessary to secure assurance with regards to compliance.

The Employer requires such interim assurances to ensure that the Contractor is still compliant with the needs of the GDPR Act due to the implications of a breach.

The Contractor agrees that any financial burden associated with the completion and submission of this questionnaire at any time, shall be at the Suppliers cost to do so and will not be reimbursable.



- (1) For the avoidance of doubt this clause shall require Contractor to ensure that this Contract from its Commencement shall be performed in such a way so as to be compliant with any existing Data Protection Act and will meet the requirements of the GDPR.

## **Clause 12**

### **Assignment and Subcontracting**

The Employer or UK SBS acting as an agent on behalf of the Employer may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of their rights or obligations under the Contract.

The Contractor may not assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract, without prior written consent from the Employer or UK SBS, acting as an agent on behalf of the Employer.

# Contract Data

## The Contractor's Offer

The Contractor is

Name .....

Address .....

Telephone ..... Fax .....

E-mail address .....

The percentage for overheads and profit added to the Defined Cost for people is ..... %.

The percentage for overheads and profit added to other Defined Cost is ..... %.

The Contractor offers to Provide the Works in accordance with the *conditions of contract* for an amount to be determined in accordance with the *conditions of contract*.

The offered total of the Prices is .....

Enter the total of the Prices from the Price List.

Signed on behalf of the Contractor

Name .....

Position .....

Signature ..... Date .....

## The Employer's Acceptance

The Employer accepts the Contractor's Offer to Provide the Works

Signed on behalf of the Employer

Name .....

Position .....

Signature ..... Date .....

# Contract Data

## Price List

Item number	Description	Unit	Quantity	Rate	Price
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As per FM18104 Tender Documentation

The total of the Prices

5

# Contract Data

## Works Information

### 1 Description of the *works*

As per FM18104 Tender Documentation

### 2 Drawings

As per FM18104 Tender Documentation

Drawing number	Revision	Title
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As per FM18104 Tender Documentation

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# Contract Data

## Works Information

### 3 Specifications

Title	Date or revision	Tick if publicly available
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As per FM18104 Tender Documentation

### 4 Constraints on how the *Contractor* Provides the Works

As per FM18104 Tender Documentation

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# Contract Data

## Works Information

### 5 Requirements for the programme

Replacement of the MLC Boiler Burners as per FM18104 Tender Documentation

### 6 Services and other things provided by the *Employer*

Item

Date by which it  
will be provided

As per FM18104 Tender Documentation

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# Contract Data

## Site Information

As per FM18104 Tender Documentation