

Term Service Contract

Contract Data Form

TRUST DEED

This agreement is made between the *Client*, the *Contractor* and the Named Suppliers.

Terms in this deed have the meanings given to them in the contract between UK Research and Innovation (UKRI) and for Antarctic Infrastructure Modernisation Programme Technical Advisor Services (the *service*).

Background

The *Client* and the *Contractor* have entered into a contract for the *service*.

The Named Suppliers have entered into contracts with the *Consultant* or a Subcontractor in connection with the *service*.

The *Contractor* has established a Project Bank Account to make provision for payment to the *Contractor* and the Named Suppliers.

Agreement

The parties to this deed agree that

- sums due to the *Contractor* and Named Suppliers and set out in the Authorisation are held in trust in the Project Bank Account by the *Contractor* for distribution to the *Contractor* and Named Suppliers in accordance with the banking arrangements applicable to the Project Bank Account,
- further Named Suppliers may be added as parties to this deed with the agreement of the *Client* and *Contractor*. The agreement of the *Client* and *Contractor* is treated as agreement by the Named Suppliers who are parties to this deed,
- this deed is subject to the law of the contract for the *service*,
- the benefits under this deed may not be assigned.

Executed as a deed on

by

. (*Client*)

. (*Contractor*)

.

.

.

.

(Named Suppliers)

Contract Data

PART ONE – DATA PROVIDED BY THE CLIENT

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

1 General

The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Term Service Contract June 2017

Main Options	A,C or E (as set out in the relevant Task Order)	Option for resolving and avoiding disputes	W1 and W2 (as applicable)
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Secondary Options	X1, X2, X10, X18, X20, Y(UK)2 and Z Clauses
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The <i>service</i> is	<p>A Term Service Contract to provide Technical Advisory Services in accordance with Task Orders as defined on behalf of UK Research and Innovation at locations listed in the Tender Documents.</p> <p>For the avoidance of doubt, this Term Service Contract CON19006 (TSC) constitutes a framework under which the Client may, at its discretion, issue Task Orders to the Contractor. The Client is under no obligation to issue any Task Order (s) but once issued and accepted in accordance with the terms of this TSC, each Task Order shall form a binding contract between the Client and the Contractor. Any and all work and services to be performed by the Contractor shall be subject to a Task Order placed in accordance with, and subject to, the terms of this TSC.</p>
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The <i>Client</i> is	
Name	UK Research and Innovation
Address for communications	Polaris House North Star Avenue Swindon SN2 1SZ
Address for electronic communications	TBA

The <i>Service Manager</i> is	
Name	TBA
Address for communications	TBA
Address for electronic communications	TBA

The Affected Property is	As detailed in the Service Information, Volume 1
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The Scope is in

CON19006 Service Information Volumes 1 to 4 and all supporting CON19006 RFP documentation

The *shared services* which may be carried out outside the Service Areas are

The *language of the contract* is

English

The *law of the contract* is the law of

England and Wales, subject to the jurisdiction of the courts of England and Wales

The *period for reply* is

2 Weeks

except that

• The *period for reply* for

is

• The *period for reply* for

is

The following matters will be included in the Early Warning Register

TBA

Early warning meetings are to be held at intervals no longer than

Monthly

2 The *Contractor's* main responsibilities

If Option C or E is used

The *Contractor* prepares forecasts of the total Defined Cost for the whole of the *service* at intervals no longer than

Monthly

3 Time

The *starting date* is

1st November 2019

The *service period* is

Up to ten years

The *Contractor* submits revised plans at intervals no longer than

Monthly

The period within which the *Contractor* is to submit a Task Order programme for acceptance is

Monthly

If no plan is identified in part two of the Contract Data

The period after the Contract Date within which the *Contractor* is to submit a first plan for acceptance is

Within 4 weeks of the issuing of the Task Order

4 Quality management

The period after the Contract Date within which the *Contractor* is to submit a quality policy statement and quality plan is

Within 4 weeks

5 Payment

The *currency of the contract* is the

The *assessment interval* is

The *interest rate* is % per annum (not less than 2) above the

rate of the

If the period in which payments are made is not three weeks and Y(UK)2 is not used

The period within which payments are made is

If the period for certifying a final assessment is not thirteen weeks

The period for certifying a final assessment is

If Option C is used

The *Contractor's share percentages* and the *share ranges* are

<i>share range</i>		<i>Contractor's share percentage</i>	
less than	<input type="text" value="85"/> %	<input type="text" value="0"/> %	
from	<input type="text" value="85"/> % to <input type="text" value="100"/> %	<input type="text" value="50"/> %	
from	<input type="text" value="100"/> % to <input type="text" value="115"/> %	<input type="text" value="50"/> %	
greater than	<input type="text" value="115"/> %	<input type="text" value="100"/> %	

The *Contractor's share* is assessed on (dates)

To be agreed against the defined milestones

If Option C or E is used

The *exchange rates* are those published in on (date)

6 Compensation events

If Option A is used

The *value engineering percentage* is 50%, unless another percentage is stated here, in which case it is %

If there are additional compensation events

These are additional compensation events

8 Liabilities and insurance

If there are additional Client's liabilities

These are additional Client's liabilities

- (1)

The minimum amount of cover for insurance in respect of the Contractor's failure to use the reasonable skill, care and due diligence as would be expected of a competent and appropriately qualified consultant experienced in carrying out services of a similar nature, scope, size and complexity as the Services is £10 million in annual aggregate. Claims arising out of or in connection with acts of terrorism are excluded under the policy.
- (2)
- (3)

The minimum amount of cover for insurance against loss of or damage to property (except Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising from or in connection with the Contractor Providing the Service for any one event is

£10 million

The minimum amount of cover for insurance against death and of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with the contract for any one event is

£10 million

If the Client is to provide Plant and Materials

The insurance against loss of or damage to Plant and Materials and Equipment is to include cover for Plant and Materials provided by the Client for an amount of

Not applicable

If the Client is to provide any of the insurances stated in the Insurance Table

The Client provides these insurances from the Insurance Table

- (1) Insurance against

Not applicable
- Minimum amount of cover is
- The deductibles are
- (2) Insurance against
- Minimum amount of cover is
- The deductibles are
- (3) Insurance against
- Minimum amount of cover is
- The deductibles are

If additional insurances are to be provided

The Client provides these additional insurances

(1) Insurance against	Not applicable
Minimum amount of cover is	
The deductibles are	
(2) Insurance against	
Minimum amount of cover is	
The deductibles are	
(3) Insurance against	
Minimum amount of cover is	
The deductibles are	
The <i>Contractor</i> provides these additional insurances	
(1) Insurance against	
Minimum amount of cover is	
The deductibles are	
(2) Insurance against	
Minimum amount of cover is	
The deductibles are	
(3) Insurance against	
Minimum amount of cover is	
The deductibles are	

Resolving and avoiding disputes

	The <i>tribunal</i> is	Arbitration
If the <i>tribunal</i> is arbitration	The <i>arbitration procedure</i> is	Construction Industry Model Arbitration Rules current at the date of arbitration referral
	The place where arbitration s to be held is	London, England
The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the <i>arbitration procedure</i> does not state who selects an arbitrator is		
The Chartered Institute of Arbitrators		
The <i>Senior Representatives</i> of the <i>Client</i> are		
	Name (1)	TBA

Address for communications

TBA

Address for electronic communications

TBA

Name (2)	TBA
Address for communications	TBA
Address for electronic communications	TBA

The *Adjudicator* is

Name	TBA
Address for communications	TBA
Address for electronic communications	TBA
The <i>Adjudicator nominating body</i> is	Chartered Institute of Arbitrators

X1: Price adjustment for inflation (used only with Options A and C)

If Option X1 is used

The proportions used to calculate the Price Adjustment Factor are as agreed between the Client and the Contractor.

0.		linked to the index for	
0.			
0.			
0.			
0.			
0.			
0.		non-adjustable	
1.00			

The <i>base date</i> for indices is	10 days before the tender return date
The <i>inflation adjustment dates</i> are	
These indices are	Those prepared by Building Cost Information Services of the RICS

X3: Multiple currencies (used only with Option A)

If Option X3 is used

The *Client* will pay for the items or activities listed below in the currencies stated

items and activities	other currency	total maximum payment in the currency
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

The *exchange rates* are those published in

on (date)

X8: Undertakings to the *Client* or Others

If Option X8 is used

The *undertakings to Others* are

provided to

The *Subcontractor undertakings to Others* are

works

provided to

<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

The *Subcontractor undertakings to the Client* are

works

X10: Information modelling

If Option X10 is used

If no *information execution plan* is identified in part two of the Contract Data

The period after the Contract Date within which the *Contractor* is to submit a first Information Execution Plan for acceptance is

8 weeks

The minimum amount of insurance cover for claims made against the *Contractor* arising out of its failure to use the skill and care normally used by professionals providing information similar to the Project Information is, in respect of each claim

The period following the end of the Service Period or earlier termination for which the *Contractor* maintains insurance for claims made against it arising out of its failure to use the skill and care is

X12: Multiparty collaboration (not used with Option X20)

If Option X12 is used

The *Promoter* is

--

The Schedule of Partners is in

--

The *Promoter's objective* is

--

The Partnering Information is in

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X13: Performance bond (not used with Option X20)

If Option X13 is used

The amount of the performance bond is

--

X17: Low service damages

If Option X17 is used

The *service level table* is

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X18: Limitation of liability

If Option X18 is used

The *Contractor's* liability to the *Client* for indirect or consequential loss is limited to

£50,000 per Task Order

For any one event, the *Contractor's* liability to the *Client* for loss of or damage to the *Client's* property is limited to

The *Contractor's* liability for Defects due to its design of an item of Equipment is limited to

£10,000,000

The *Contractor's* total liability to the *Client* for all matters arising under or in connection with the contract, other than excluded matters, is limited to

125% of the value of each Task Order

The *end of liability date* is years after the end of the Service Period

X19: Termination by either Party (not used with Option X11)

If Option X19 is used

The *minimum period of service* is years after the *starting date*

The *notice period* is

X20: Key Performance Indicators (not used with Option X12)

If Option X20 is used

The *incentive schedule* for Key Performance Indicators is

To be agreed but is explained in brief in the Service Information Volume 2

A report of performance against each Key Performance Indicator is provided

As detailed in the Service Information Volume 2

X23: Extending the Service Period

If Option X23 is used

The *maximum service period* is years after the *starting date*

The *periods for extension* are

Order	<i>period for extension</i> (months)	<i>notice date</i>
First	<input type="text"/>	<input type="text"/>
Second	<input type="text"/>	<input type="text"/>
Third	<input type="text"/>	<input type="text"/>
Fourth	<input type="text"/>	<input type="text"/>

If there are *criteria for extension*

The *criteria for extension* are

- (1)
- (2)

(3)

X24: The accounting periods

If Option X24 is used and Option C is not used

The *accounting periods* are

If Option X 24 is used with Option C

The *accounting periods* are the dates stated in the Contract Data of assessment of the *Contractor's share*

Y(UK)1: Project Bank Account

Charges made and interest paid by the *project bank*

The *Contractor* **is/is not** to pay any charges made and to be paid any interest paid by the *project bank* (Delete as applicable)

Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

If Y(UK)2 is used and the date on which a payment is due is not fourteen weeks after the end of the *accounting period* or Service Period

The period is weeks

If Y(UK)2 is used and the final date for payment is not fourteen days after the date on which payment becomes due

The period for payment is days after the date on which payment becomes due

Y(UK)3: The Contracts (Rights of Third Parties) Act 1999

If Option Y(UK)3 is used

term	beneficiary
<div></div>	<div></div>
<div></div>	<div></div>
<div></div>	<div></div>
<div></div>	<div></div>

If Y(UK)3 is used with Y(UK)1 the following entry is added to the table for Y(UK)3

term	beneficiary
<div>The provisions of Options Y(UK)1</div>	<div>Named Suppliers</div>

Z: Additional conditions of contract

If Option Z is used

The *additional conditions of contract* are

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PART TWO – DATA PROVIDED BY THE *CONTRACTOR*

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

1 General

The *Contractor* is

Name

Address for communications

Address for electronic communications

The *fee percentage* is %

The *service areas* are

The *key persons* are

Name (1)

Job

Responsibilities

Qualifications

Experience

Name (2)

Job

Responsibilities

Qualifications

Experience

The following matters will be included in the Early Warning Register

2 The *Contractor*'s main responsibilities

If the *Contractor* is to
provide Scope for its plan

The Scope provided by the *Contractor* for its plan is in

3 Time

If a plan is to be identified in
the Contract Data

The plan identified in the Contract Data is

5 Payment

If Option A, C or E is used

The *price list* is

If Option A or C is used

The tendered total of the Prices is

Resolving and avoiding disputes

The *Senior Representatives* of the *Contractor* are

Name(1)

Address for communications

Address for electronic communications

Name(2)

Address for communications

Address for electronic communications

X10: Information modelling

If Option X10 is used

If an *information execution
plan* is to be identified in
the Contract Data

The *information execution plan*
identified in the Contract Data is

Y(UK)1: Project Bank Account

If Option Y(UK)1 is used

The *project bank* is

--

named suppliers are

--

Data for the Schedule of Cost Components (used only with Options C or E)

The listed items of Equipment purchased for work on this contract, with an on cost charge, are

Equipment	time-related on cost charge	per time period

The rates for special Equipment are

Equipment	rate

The rates for Defined Cost of manufacture and fabrication outside the Service Areas by the *Contractor* are

category of person	rate

The rate for people providing *shared services* outside the Service Areas are

<i>shared service</i>	category of person	rate

Data for the Short Schedule of Cost Components (used only with Option A)

The *people rates* are

category of person	unit	rate
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

The published list of Equipment is the edition current at the Contract Date of the list published by

The percentage for adjustment for Equipment in the published list is

 % (state plus or minus)

The rates for other Equipment are

Equipment	rate
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

The rates for Defined Cost of manufacture and fabrication outside the Service Areas by the *Contractor* are

category of person	rate
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

The rate for people providing *shared services* outside the Service Areas are

<i>shared service</i>	category of person	rate
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>