

Short Contract

A contract between **UK Research and Innovation (UKRI)**
National Oceanography Centre, Southampton
and
for **Lead Consultant & Principal Designer Appointment for UKRI NOC**
Mechanical Water Services Project

Contents	Page
Contract Forms	
Contract Data	2
The <i>Consultant's</i> Offer	5
The <i>Client's</i> Acceptance	6
Price List	7
Scope	8
Conditions of Contract	CC1

Contract Data

The *Client* is

Name UK Research and Innovation (UKRI)

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

Telephone

E-mail address

The *services* are NOC Southampton Technical Services – Mechanical (Water Services) Project – Lead Consultant Appointment

The *starting date* is 3rd September 2018

The *completion date* is 31st July 2019

The *delay damages* for late Completion are 0.2% of Project Value per day.

The *law of the contract* is England

The *period for reply* is 2 weeks.

The *defects date* is 52 weeks after Completion.

The *assessment day* is the 7th of each month.

Work is to be carried out on a time charge basis N/A

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>	£5 million Professional Indemnity Insurance in respect of each claim, without the limit to the number of claims	For the duration of the project, including Defects period, warranties, delays and damages. Client applies a minimum of Defects period of 52 weeks to each project.
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>	£10 million Public Liability Insurance in respect of each claim, without limit to the number of claims	For the duration of the project, including Defects period, warranties, delays and damages. Client applies a minimum of Defects period of 52 weeks to each project
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	£10 million Employer's Liability Insurance in response of each claim, without limit to the number of claims	For the duration of the project, including Defects period, warranties, delays and damages. Client applies a minimum of Defects period of 52 weeks to each project

The *Client* provides the following insurance cover

The Employer does not provide insurance

Contract Data

The *Consultant's* total liability to the *Client* for matters for which insurance is provided is limited to £10million Public Liability £5million Professional Indemnity

The *Consultant's* total liability to the *Client* for other matters is limited to £10million Public Liability £5million Professional Indemnity

The *tribunal* is Arbitration

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

The place where the arbitration is to be held is TBC

The person who will choose the arbitrator if the Parties cannot agree is CIBSE, RICS

The *conditions of contract* are the NEC3 Professional Services 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; 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 the Employer may direct the Contractor to perform all or any of the work under the Contract. Where the 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 4

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

The Employer reserves the right to audit any and all reports submitted by the Contractor to an extent as deemed necessary and the Contractor shall unreservedly assist the 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 Contractors cost to do so and will not be reimbursable.

Clause 5

Taxation obligations of the Contractor

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

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

- (1) The Contractor in respect of consideration received under this Contract, the 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 the 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) The Employer may, at any time during the term, completion extension or post termination of this Contract, request the Contractor to provide information which demonstrates how the 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 the 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 the Employer terminating the Contract.

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

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

Clause 6

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.

Clause 7

Privacy Statement

The Contractor accepts that the Employer's site is monitored by CCTV cameras at all times and this recorded electronic data is retained by the Employer for a period of 30 days for the purpose of site surveillance, security and monitoring. For the duration of the Contract, the Contractor consents to onsite CCTV images being recorded and stored for 30 days before the data is deleted/overwritten. For the avoidance of doubt, the Contractor's employees' rights as Data Subjects under the General Data Protection Regulations (GDPR) are preserved.

The Consultant's Offer

The *Consultant* is

Name

Address

.....

Telephone

E-mail address

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

The name, job, qualifications and experience of *Consultant's* key people are in

The staff rates are

person or job	unit of measurement	rate
.....
.....
.....
.....
People not stated here are at open market or competitively tendered rates		

Signed on behalf of the *Consultant*

Name

Position

Signature Date

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

6

Price List

This information can be found in Section 4 Specification and any additional appendices of FM18130 **Lead Consultant & Principal Designer Appointment for UKRI NOC Mechanical Water Services Project**. Prices are to be submitted under AW5.2 in the Price Questionnaire which was issued via CCS eSourcing Portal on 06/08/2018.

The total of the Prices

Scope

1 Purpose of the *services*

This information can be found in Section 4 Specification and any additional appendices of FM18130 **Lead Consultant & Principal Designer Appointment for UKRI NOC Mechanical Water Services Project** which was issued via CCS eSourcing Portal on 06/08/2018.

2 Description of the *services*

This information can be found in Section 4 Specification and any additional appendices of FM18130 **Lead Consultant & Principal Designer Appointment for UKRI NOC Mechanical Water Services Project** which was issued via CCS eSourcing Portal on 06/08/2018.

3 Existing information

This information can be found in Section 4 Specification and any additional appendices of FM18130 **Lead Consultant & Principal Designer Appointment for UKRI NOC Mechanical Water Services Project** which was issued via CCS eSourcing Portal on 06/08/2018.

4 Specifications and standards

This information can be found in Section 4 Specification and any additional appendices of FM18130 **Lead Consultant & Principal Designer Appointment for UKRI NOC Mechanical Water Services Project** which was issued via CCS eSourcing Portal on 06/08/2018.

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

This information can be found in Section 4 Specification and any additional appendices of FM18130 **Lead Consultant & Principal Designer Appointment for UKRI NOC Mechanical Water Services Project** which was issued via CCS eSourcing Portal on 06/08/2018.

6 Requirements for the programme

This information can be found in Section 4 Specification and any additional appendices of FM18130 **Lead Consultant & Principal Designer Appointment for UKRI NOC Mechanical Water Services Project** which was issued via CCS eSourcing Portal on 06/08/2018.

7 Information and other things provided by the *Client*

This information can be found in Section 4 Specification and any additional appendices of FM18130 **Lead Consultant & Principal Designer Appointment for UKRI NOC Mechanical Water Services Project** which was issued via CCS eSourcing Portal on 06/08/2018.