

## CONTRACT DATA

### Part one – Data provided by the *Employer*

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

#### Statements given in all contracts

##### 1 General

- The *conditions of contract* are the core clauses and the clauses for main Option **A**, dispute resolution Option **W1** of the NEC3 Professional Services Contract April 2013.

- The *Employer* is

Name: **Medical Research Council**

Address : **2<sup>nd</sup> Floor, David Phillips Building, Polaris House, North Star Avenue, Swindon, SN2 1FL**

- The *Adjudicator* is

Name **R.I.C.S Royal Institute for Chartered Surveyors**

Address **Head Office, London**

- The *services* are

**Lead Designer & Multidisciplinary Design Team**

- The *Scope* is in

**As detailed in Tender documentation**

- The *language of this contract* is **English**
- The *law of the contract* is the **law of England**
- The *period for reply* is **2** weeks.
- The *period for retention* is **N/A** years following Completion or earlier termination.
- The *Adjudicator nominating body* is **Royal Institute for Chartered Surveyors**
- The *tribunal* is **arbitration**
- The following matters will be included in the Risk Register

**N/A**

##### 2 The Parties' main responsibilities

- The *Employer* provides access to the following persons, places and things
- |                              |                         |
|------------------------------|-------------------------|
| access to                    | <i>access date</i>      |
| <b>data required</b>         | <b>upon appointment</b> |
| <b>the relevant location</b> | <b>as required</b>      |

##### 3 Time

- The *starting date* is **14<sup>th</sup> May 2018**

The *Consultant* submits revised programmes at intervals no longer than **4** weeks.

##### 4 Quality

- The quality policy statement and quality plan are provided within **4 weeks** of the Contract Date.

##### 5 Payment

- The *defects date* is **52** weeks after Completion of the whole of the services.
- The *assessment interval* is **monthly**
- The *currency of this contract* is **Pound Sterling**
- The *interest rate* is **2 %** per annum (not less than 2) above the base rate of the Bank of England.

##### 8 Indemnity, insurance

- The amounts of insurance and the periods for which the *Consultant*

and liability

maintains insurance are

Event	cover	period following Completion of the whole of the <i>services</i> 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>	<b>£5,000,000</b> in respect of each claim, without limit to the number of claims	<b>12 months</b>
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>	<b>£5,000,000</b> in respect of each claim, without limit to the number of claims	
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	<b>£5,000,000</b> in respect of each claim, without limit to the number of claims	

- The *Employer* provides the following insurances: **N/A**
- The *Consultant's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than the excluded matters, is limited to **£10,000,000**

#### Optional statements

If the *Employer* has decided the *completion date* for the whole of the *services*

The *completion date* for the whole of the *services* is **projected to be Q11/2020 and will be reviewed throughout the project**

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

The *Consultant* is to submit a first programme for acceptance **within 4 weeks** of the Contract Date.

If the *Employer* has identified work which is to meet a stated *condition* by a *key date*

- The *key dates* and *conditions* to be met are  

<i>condition</i> to be met	<i>key date</i>
<b>N/A</b>	

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 **N/A**.

If Y(UK)2 is used and the final date for payment is not 14 days after the date when payment is due

- The period for payment is **Monthly**

If the *Employer* states any *expenses*

- The *expenses* stated by the *Employer* are  

item	amount
<b>N/A</b>	<b>N/A</b>

**If the *tribunal* is arbitration**

- The *arbitration procedure* is

**RICS procedures**

- The place where arbitration is to be held is

**London**

- The person or organisation who will choose an arbitrator
  - if the Parties cannot agree a choice or
  - if the *arbitration procedure* does not state who selects an arbitrator is

**President of the RICS**

**If this contract is a subcontract and the main contract provides for joint adjudication of disputes**

- The main contract Adjudicator is **N/A**

**If Option A is used**

- The *Consultant* prepares forecasts of the total expenses at intervals no longer than **4** weeks.

**If Option C, E or G is used**

- The *Consultant* prepares forecasts of the total Time Charge and expenses at intervals no longer than **N/A** weeks.
- The *exchange rates* are those published in **N/A** on **N/A** (date).

**If Option X1 is used**

- The *index* is **If Option X2 is used**

The *law of the project* is **N/A**

**If Option X3 is used**

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

items and activities	other currency	total maximum payment in the currency
<b>N/A</b>	<b>N/A</b>	<b>N/A</b>

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

**If Option X5 is used**

- The *completion date* for each *section* of the *services* is

<i>section</i>	<i>description</i>	<i>completion date</i>
1	<b>N/A.</b>	<b>N/A</b>
2	<b>N/A.</b>	<b>N/A</b>
3	<b>N/A</b>	<b>N/A</b>
4	<b>N/A</b>	<b>N/A</b>
5	<b>N/A</b>	<b>N/A</b>

**If Options X5 and X6 are used together**

- The bonus for each *section* of the *services* are

<i>section</i>	<i>description</i>	<i>amount per day</i>
1	<b>N/A.</b>	<b>N/A.</b>
2	<b>N/A.</b>	<b>N/A.</b>
3	<b>N/A.</b>	<b>N/A.</b>

4	N/A.	N/A.
5	N/A.	N/A.

Remainder of the services N/A.

**If Options X5 and X7 are used together**

- Delay damages for each section of the services are

section	description	amount per day
1	N/A	N/A.
2	N/A.	N/A.
3	N/A.	N/A.
4	N/A	N/A
5	N/A	N/A.

Remainder of the services N/A

**If Option X6 is used (but not if Option X5 is also used)**

- The bonus for the whole of the services is N/A. per day.

**If Option X7 is used (whether or not Option X5 is also used; used only with main Options A, C and E)**

- Delay damages for Completion of the whole of the services are N/A per day.

**If Option X8 is used**

- The collateral warranty agreements are

agreement reference	amount per day
N/A.	N/A.

**If Option X10 is used**

- The Employer's Agent is

Name N/A

Address N/A

- The authority of the Employer's Agent is

N/A

**If Option X12 is used**

- The Client is

Name N/A

Address N/A.

- The Client's objective is

N/A

- The Partnering Information is in

N/A

**If Option X13 is used**

- The amount of the performance bond is N/A

**If Option X18 is used**

- The Consultant's liability to the Employer for indirect or consequential loss is limited to The Consultant's liability to the Employer for Defects that are not found until after the defects date is limited to

- The end of liability date is N/A years after Completion of the whole of the services.

**If Option X20 is used (but not if Option X12 is also used)**

- The *incentive schedule* for Key Performance Indicators is in **N/A**
- A report of performance against each Key Performance Indicator is provided at intervals of **N/A** months.

**If Option Y(UK)1 is used and the *Employer* is to pay any charges made and is paid any interest paid by the *project bank***

- The *Employer* is to pay any charges made and is paid any interest paid by the *project bank*.

**If Option Y(UK)3 is used**

- |        |                        |
|--------|------------------------|
| • term | person or organisation |
| N/A    | N/A                    |
| N/A    | N/A                    |
| N/A    | N/A.                   |
| N/A    | N/A.                   |

**If Options Y(UK)1 and Y(UK)3 are both used - NA**

- |                                 |                        |
|---------------------------------|------------------------|
| • term                          | person or organisation |
| The provisions of Option Y(UK)1 | Named Suppliers        |

**If Option Z is used**

The additional conditions of contract are:

**Z.1 Freedom of Information Act and the Environmental Information Regulations**

The Supplier shall provide all assistance to enable MRC 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 UK SBS.

In no event shall the Supplier or its Subcontractors respond directly to a Request for Information unless expressly authorized to do so by the UK SBS.

**Z.2 Transparency**

Z.2.1 In order to comply with the Government's policy on transparency in the areas of procurement and contracts the Supplier agrees that the Contract and the sourcing documents issued by MRC which led to its creation will be published by MRC on a designated web site.

Z.2.2 The entire Contract and all the sourcing documents issued by MRC 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 BIES, 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 MRC 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).

Z.2.3 If any of the situations in (i),(ii),(iii) apply the Supplier consents to the Contract or sourcing documents being redacted by MRC to the extent necessary to remove or obscure the relevant material and being published on the designated website subject to those redactions.

Z.2.4 In this entire clause the expression "sourcing documents" means the advertisement issued by MRC seeking expressions of interest, any pre-qualification questionnaire stage and the invitation to tender.

**Z.3 Termination**

Z.3.1 MRC may terminate the Contract by written notice to the Supplier in any of the following circumstances:

Z.3.2 Where it considers that the 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 ("PCR 2015");

Z.3.4 Where it considers that the Supplier has at the time of the award of the 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;

Z.3.5 Where the 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;

Z.3.5 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 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

Z.3.6 Where a third party starts court proceedings against MRC seeking a declaration that the Contract is ineffective or should be shortened under Regulations 98 to 101 of the PCR 2015, which the MRC considers have a reasonable prospect of success.

Z.3.7 The MRC is entitled to terminate this contract at any time for any reason with a notice period of 4 weeks. This termination will not make the MRC liable for any losses the consultant suffers as a consequence of this termination.

Such termination shall be effective immediately or at such later date as is specified in the notice. MRC shall not incur any liability to the Supplier by reason of such termination and shall not be required to pay any losses or damage to the Supplier. Termination under this clause shall be without prejudice to any other rights of the UK SBS.

#### **Z.4 Transfer to UKRI, Assignment and Subcontracting – UK Law Agreements**

The parties acknowledge and agree that on and with effect from the date on which the UKRI Property Transfer Scheme becomes effective in accordance with its terms (the Scheme Effective Date):

- a. All rights and benefits of the Medical Research Council (Contracting Authority) arising out of or in connection with this agreement; and
- b. All obligations and liabilities of the Contracting Authority arising out of or in connection with this agreement,
- c. Shall (in each case) be transferred to United Kingdom Research and Innovation in accordance with the provisions of that transfer scheme and otherwise on the basis set out in Schedule 10 to the Higher Education and Research Act 2017.

The parties agree that on and with effect from the Scheme Effective Date:

Where there is a reference to the Contracting Authority in this agreement, it shall be construed as a reference to UKRI; and

The Supplier shall provide such assistance as the Contracting Authority, UK SBS acting as an agent on behalf of the Contracting Authority or UKRI may reasonably require for the purpose of giving to UKRI the full benefit of this agreement.

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In this clause UKRI Property Transfer Scheme means a property transfer scheme made by the Secretary of State in accordance with the provisions of Schedule 10 to the Higher Education and Research Act 2017."

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 Supplier 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.

## **Z 5 Confidentiality**

A party who receives Confidential Information shall keep in strict confidence (both during the term of the Contract and after its expiry or termination) all Confidential Information which is disclosed to it. That party shall only disclose such Confidential Information to those of its employees, agents or subcontractors who need to know the same for the purpose of discharging that party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors shall keep all such information confidential in accordance with this clause. Neither party shall, without the prior written consent of the other party, disclose to any third party any Confidential Information, unless the information:

- was public knowledge or already known to that party at the time of disclosure; or
- Subsequently becomes public knowledge other than by breach of the Contract; or
- Subsequently comes lawfully into the possession of that party from a third party; or
- is agreed by the parties not to be confidential or to be disclosable.

To the extent necessary to implement the provisions of the Contract (but not further or otherwise), either party may disclose the Confidential Information to any relevant governmental or other authority or regulatory body, provided that before any such disclosure that party shall make those persons aware of its obligations of confidentiality under the Contract and shall use reasonable endeavours to obtain a binding undertaking as to confidentiality from all such persons.

All documents and other records (in whatever form) containing Confidential Information supplied to or acquired by a party from the other party shall be returned promptly to the other party (or, at the election of the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority, destroyed) on expiry or termination of the Contract, and no copies shall be kept.

Part two – Data provided by the *Consultant*

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

**Statements given in all contracts**

- The *Consultant* is

Name .....

Address .....

.....

- The *key people* are

(1) Name .....

Job .....

Responsibilities .....

Qualifications .....

Experience .....

(2) Name .....

Job .....

Responsibilities .....

Qualifications .....

Experience .....

- The *staff rates* are

name/designation	rate
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.....	.....
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.....	.....
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- The following matters will be included in the Risk Register

.....

.....

.....

.....

**Optional statements**

If the *Consultant* is to decide the *completion date* for the whole of the *services*

- The *completion date* for the whole of the *services* is N/A

If a programme is to be identified in the Contract Data

- The programme identified in the Contract Data is .....

.....

If the *Consultant* states any *expenses*

- The *expenses* stated by the *Consultant* are

item	amount
------	--------

.....	.....
-------	-------

.....	.....
-------	-------

If the *Consultant* requires additional access

- The *Employer* provides access to the following persons, places and things

access to	access date
-----------	-------------

.....	.....
-------	-------

.....	.....
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If Option A or C is used

- The *activity schedule* is .....

- The tendered total of the Prices is .....



**If Option G is used**

- The *task schedule* is **N/A**

**If Option Y(UK)1 is used - N/A**

- The *project bank* is .....
- *named suppliers* are .....