

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	<ul style="list-style-type: none">• The <i>conditions of contract</i> are the core clauses and the clauses for main Option A, dispute resolution Option W1 and secondary Options X18 of the NEC3 Term Service Contract April 2013.• The <i>service</i> is for Statutory Inspections• The <i>Employer</i> is Name: Science and Technology Facilities Council Address: Polaris House, North Star Avenue, Swindon, SN2 1SZ• The <i>Service Manager</i> is Name: Mr Carl Hodgkinson and Mr Andy Goulden for Daresbury Laboratory Name: Miss Jan Harris for Rutherford Appleton Laboratory Name: Mr Ian Morrison for UK Astronomy Technology Centre Addresses: As detailed below• The <i>Adjudicator</i> is NameTo Be Confirmed..... Address• The Affected Properties are: Daresbury Laboratory, Keckwick Lane, Warrington, WA4 4AD Rutherford Appleton Laboratory, Harwell Campus, Didcot, OX11 0QX UK Astronomy Technology Centre, Blackford Hill, Edinburgh, EH9 3HJ• The Service Information is in The Specifications, Annexes and Appendices• The <i>language of this contract</i> is English• The <i>law of the contract</i> is the law of England and Wales• The <i>period for reply</i> is 2 weeks• The <i>Adjudicator nominating body</i> is• The <i>tribunal</i> is• The following matters will be included in the Risk Register
3 Time	<ul style="list-style-type: none">• The <i>starting date</i> is 1 April 2016• The <i>service period</i> is 3 years + 2 year extension
5 Payment	<ul style="list-style-type: none">• The <i>assessment interval</i> is 4 weeks (not more than five).• The <i>currency of this contract</i> is the GBP (pounds sterling)• The <i>interest rate</i> is . .0 . . % per annum.

8 Risks and insurance

- The minimum amount of cover for insurance against loss of or damage caused by the *Contractor* to the *Employer's* property is 10 million
- The minimum amount of cover for insurance in respect of loss of or damage to property (except the *Employer's* property, 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's* Providing the Service for any one event is 5 million

The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is 5 million

Optional statements

If the *tribunal* is arbitration

- The *arbitration procedure* is
The place where the 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

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

- The *Contractor* submits a first plan for acceptance within 2 weeks of the Contract Date.

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 30 days

If Y(NZ)1 is used and the final date for payment is not 14 days after the date when payment is due

- The period for payment is

If there are additional *Employer's* risks

- These are additional *Employer's* risks
 1.
 2.
 3.

If the *Employer* is to provide Plant and Materials

- The insurance against loss of or damage to Plant and Materials is to include cover for Plant and Materials provided by the *Employer* for an amount of N/A

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

- The *Employer* provides these insurances from the Insurance Table
 1. Insurance againstN/A
Cover/indemnity is
The deductibles are
 2. Insurance against N/A.
Cover/indemnity is
The deductibles are
 3. Insurance againstN/A
Cover/indemnity is
The deductibles are

If additional insurances are to be provided

- The *Employer* provides these additional insurances
 1. Insurance against ... N/A.
Cover/indemnity is

The deductibles are

2. Insurance against N/A.....

Cover/indemnity is

The deductibles are

3. Insurance against N/A.....

Cover/indemnity is

The deductibles are

• The *Contractor* provides these additional insurances

1. Insurance against

Cover/indemnity is

The deductibles are

2. Insurance against

Cover/indemnity is

The deductibles are

If Option A is used

- The *Contractor* prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than 4 weeks.

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 % %
from % to % %
from % to % %
greater than % %.

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

.....

.....

.....

.....

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

If Option X1 is used

- The proportions used to calculate the Price Adjustment Factor are

0. linked to the index for

0.

0.

0.

0.

0.

0. non-adjustable

1.00

- The *base date* for indices is
- The indices are those prepared by

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
.....
.....
.....
.....

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

If Option X12 is used

- The *Client* is
Name
Address
.....
- The *Client's* objective is
.....
.....
.....
.....
.....
- The Partnering Information is in
.....
.....
.....
.....
.....

If Option X13 is used

- The amount of the performance bond is

If Option X17 is used

- The *service level table* is

If Option X18 is used

- The *Contractor's* liability to the *Employer* for indirect or consequential loss is limited to the Contract Value
- For any one event, the *Contractor's* liability to the *Employer* for loss of or damage to the *Employer's* property is limited to 10 million
- The *Contractor's* liability for Defects due to his design of an item of Equipment is limited to N/A
- The *Contractor'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 million
- The *end of liability date* is 1 year after the end of the *service period*.

If Option X19 is used

- The *Contractor* submits a Task Order programme to the *Service Manager* within . . .
..... days of receiving the Task Order.

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

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

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

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

If Option Z is used

- The *additional conditions of contract* are
.....

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.

Statements given in all contracts

- The *Contractor* is
Name
Address
.....
- The *direct fee percentage* is %.
- The *subcontracted fee percentage* is %.
- The key people are
(1) Name
Job
Responsibilities
Qualifications
Experience
.....
(2) Name
Job
Responsibilities
Qualifications
Experience
.....
- The following matters will be included in the Risk Register
.....
.....
.....

Optional statements

- If the *Contractor* is to provide Service Information for his plan**
- The Service Information for the *Contractor*'s plan is in
- If a plan is identified in the Contract Data**
- The plan identified in the Contract Data is
- 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
- If Option Y(UK)1 is used**
- The *project bank* is
 - *named suppliers* are