

Short Contract

A contract between **UK Research and Innovation – The Science and Technology
Facilities Council (Polaris House, North Star Avenue, Swindon
SN2 1FF)**

And
.....
.....

For **FM18069 Supply of Security Services at the UK Astronomy
Technology Centre**

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Contract Data

The *Employer* is

Name UK Research and Innovation

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

Telephone

E-mail address

If the *Employer* appoints an *Employer's Agent*, the *Employer's Agent* is

.....

Name

Address

Telephone

E-mail address

The authority of the *Employer's Agent* is

.....

.....

.....

The *service* is Provision of security services

The *starting date* is 9th July 2018

The *service period* is 24 with the potential to extend by a further months.
12 months

The *period for reply* is 2 weeks.

The *assessment day* is the 1st of each month.

Does the United Kingdom Housing Grants, Construction and
Regeneration Act (1996) apply? ~~Yes~~/ No (delete as appropriate)

Contract Data

The *Adjudicator* is

Name TBC

Address

Telephone

E-mail address

The Contractor is not liable to the Employer for loss of or damage to the Employer's property in excess of £2million for any one event.

The interest rate on late payment is N/A

The minimum amount of cover for the first insurance stated in the
Insurance Table is £250,000

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

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

The *Adjudicator nominating
body* is TBC

The *tribunal* is TBC

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

The *conditions of contract* are the NEC3 Term Service Short Contract April 2013 and the following additional conditions.

Clause 1

Freedom of Information Act and the Environmental Information Regulations

The SUPPLIER shall provide all assistance to enable the CONTRACTING AUTHORITY 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 CONTRACTING AUTHORITY.

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

Clause 2

Transparency

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 the CONTRACTING AUTHORITY which led to its creation will be published by the CONTRACTING AUTHORITY on a designated web site.

The entire CONTRACT and all the sourcing documents issued by the CONTRACTING AUTHORITY 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 CONTRACTING AUTHORITY, 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 the CONTRACTING AUTHORITY 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 SUPPLIER consents to the CONTRACT or sourcing documents being redacted by the CONTRACTING AUTHORITY 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 CONTRACTING AUTHORITY seeking expressions of interest, any pre-qualification questionnaire stage and the invitation to tender.

Clause 3

Termination Para 2

The CONTRACTING AUTHORITY, 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 SUPPLIER in each case by giving to the SUPPLIER reasonable written notice. During the period of notice CONTRACTING AUTHORITY may direct the SUPPLIER to perform all or any of the work under the CONTRACT. Where CONTRACTING AUTHORITY has invoked either of these rights, the SUPPLIER 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

During the Term or any extension of this CONTRACT, CONTRACTING AUTHORITY is committed to ensuring that its supply chain complies with the above Act. The SUPPLIER shall provide such assurances, on the anniversary of the commencement date or completion of the CONTRACT, if less than 12 months.

The SUPPLIER shall provide a report covering the following but not limited to areas as relevant and proportionate to the CONTRACT evidencing the actions taken, relevant to the SUPPLIER 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

CONTRACTING AUTHORITY reserve to sole right to audit any and all reports submitted by the SUPPLIER to an extent as deemed necessary and the SUPPLIER shall unreservedly assist CONTRACTING AUTHORITY in doing so. Any financial burden incurred by the SUPPLIER in doing so shall not be reimbursable.

Clause 10

Cyber Essentials Questionnaire

SUPPLIER agrees that during any term or extension at the sole discretion of CONTRACTING AUTHORITY to complete the attached questionnaire as many times as is required within (14 days) from notice to do so and shall send this information as directed by CONTRACTING AUTHORITY. CONTRACTING AUTHORITY is required to provide such assurances to comply with government legislation. Any financial burden associated with the completion and submission of this questionnaire incurred by SUPPLIER shall not be reimbursable.



Copy of Statement
of Assurance Questio

Clause 11

General Data Protection Regulations (GDPR)

The (SUPPLIER) warrants that that it shall under this contract FM18069:

Process only on documented instructions (Annex A) by UK Research and Innovation (CONTRACTING AUTHORITY), 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 CONTRACTING AUTHORITY 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 (CONTRACTING AUTHORITY) ,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.

The responsibility of a DPIA is the responsibility of the Contracting Authority with support from their Data Protection Officer

- 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 CONTRACTING AUTHORITY, giving them an opportunity to object);
- flow down the same contractual obligations to sub-processors;
- notify CONTRACTING AUTHORITY without undue delay data breaches;
- assist CONTRACTING AUTHORITY in responding to requests from individuals (data subjects) exercising their rights;
- assist (CONTRACTING AUTHORITY) 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 CONTRACTING AUTHORITY all personal data at the end of the CONTRACT (unless storage is required by EU/member state law);
- make available to CONTRACTING AUTHORITY all information necessary to demonstrate compliance; allow/contribute to audits (including inspections by CONTRACTING AUTHORITY or a third party); and inform CONTRACTING AUTHORITY if its instructions infringe data protection law or other EU or member state data protection provisions.

CONTRACTING AUTHORITY may require further assurances during the CONTRACT through a series of questions as to SUPPLIERS GDPR compliance.

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

For the avoidance of doubt this clause shall require SUPPLIER 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 when this comes into force and supersedes as appropriate any existing Data Act.

GDPR Questionnaire

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

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

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

The SUPPLIER shall complete and return the questionnaire to the contact named in the CONTRACT on the anniversary of the commencement of the (CONTRACT).#

The (SUPPLIER) 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.

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GDPR Assurance
Questionnaire May1

Appendix A

The table below represents the instructions to the data processors (the Supplier and Contracting Authority) in regards

to returning and confidentially destroying data. The definition of documented instructions relates to clear instructions provided by the data controller , the specification and outcomes and performance required by the contract:-

Description	Details
Subject matter of the Processing	STFC staff emergency telephone numbers
Duration of the Processing	For the duration of the contract
Nature and purposes of the processing	Holding emergency telephone numbers for upto four STFC staff to be used only in the case of an out of hours emergency.
Type of Personal Data	Name and telephone number
Categories of Data Subject	Staff
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	<i>The phone numbers should be held until the end of the contract or until such a time as they are changed/updated by STFC</i>

The Contractor's Offer

The Contractor is

Name

Address

.....

Telephone

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 Service 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 for
part of the service in Part 1 of the
Price List is

The offered total of the Prices for
part of the service in Part 2 of the
Price List is

Signed on behalf of the Contractor

Name

Position

Signature Date

The Employer's Acceptance

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

Signed on behalf of the Employer

Name

Position

Signature Date

The rates and Prices entered for each item includes for all work and other things necessary to complete the item.

PART 1

Item number	Description	Unit	Quantity	Rate	Price
-------------	-------------	------	----------	------	-------

As per FM18069 specification documentation

The total of the Prices for Part 1

PART 2

Item number	Description	Unit	Quantity	Rate	Price
-------------	-------------	------	----------	------	-------

As per FM18069 specification documentation

The total of the Prices for Part 2

5

Service Information

1 Description of the *service*

As per FM18069 specification documentation

2 Specifications

Title	Date or revision	Tick if publicly available
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As per FM18069 specification documentation

6

Service Information

3 Constraints on how the *Contractor* Provides the Service

As per FM18069 specification documentation

4 Requirements for the plan

As per FM18069 specification documentation

Service Information

5 Services and other things provided by the *Employer*

Item	Date by which it will be provided
As per FM18069 specification documentation	

Service Information

6 Property affected by the *service*

As per FM18069 specification documentation

Task Order

Task Order form for use when work within the *service* is instructed to be carried out within a stated time period of time on a Task by Task basis

Task Order No *service*

To

..... (*Contractor*)

I propose to instruct you to carry out the following task

Description

.....

.....

Starting date

Completion date

Delay damages per week

.....

Please submit your price and programme proposals below.

Signed Date

(for *Employer*)

Total of Prices for items of work on the
Price List (details attached)

.....

Total of Prices for items of work not on the
Price List (details attached)

.....

The programme for the Task is [ref] (attached)

Signed Date

(for *Contractor*)

I accept the above price and programme and instruct you to carry out the Task

Signed Date

(for *Employer*)