



Contract Documents

PBL – Cyber Security Managed Service

Contract Reference: C77241

Short Contract

A contract between **Porton Biopharma Ltd**

.....

.....

and **Mondas Consulting Ltd**

.....

.....

for **Managed Cyber Security Services**

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Notes about this contract are printed in boxes. They are not part of the of the contract.

Contract Data

The *Client* is

Name Porton Biopharma Limited

Address Porton Biopharma Ltd, Manor Farm Road, Porton Down, Salisbury, Wiltshire, SP4 0JG

Telephone [REDACTED]

E-mail address [REDACTED]

The *services* are Cyber Security Managed Service

The *starting date* is 26 September 2022

The *completion date* is 25 September 2024

The *delay damages* for late Completion are **N/A** per day.

The *law of the contract* is **England and Wales, subject to the jurisdiction of the courts of England and Wales**

The *period for reply* is **2** weeks.

The *defects date* is **52** weeks after Completion.

The *assessment days* the **Last Friday** of each month.

Delete if work is not to be carried out on a time charge basis.

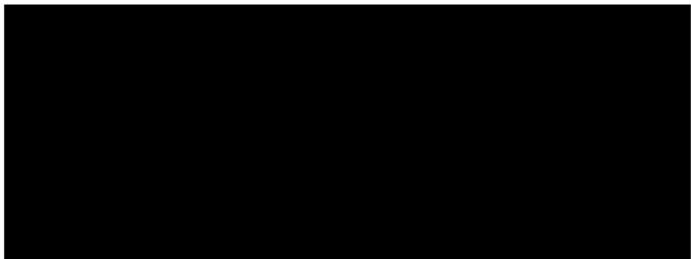
If the period for payment is not
four weeks

The period for payment is weeks.

The interest rate on late
payment is % per complete week of delay.

Insert a rate only if a rate less than 0.5% per week of delay has been agreed.

Contract Data



contract forms
conditions of contract

The *Client* provides the following insurance cover

Only enter details here if *Client* is to provide insurance.

Contract Data

The *Consultant's* total liability
to the *Client* for matters for
which insurance is provided is
limited to



The *Consultant's* total liability
to the *Client* for other matters
is limited to

The *tribunal* is **Arbitral Tribunal**

If the *tribunal* is arbitration,
the arbitration procedure is **Any dispute or difference arising out of or in connection with this contract shall be determined by the appointment of a single arbitrator to be agreed between the parties, or failing agreement within fourteen days, after either party has given to the other a written request to concur in the appointment of an arbitrator, by an arbitrator to be appointed by the President or a Vice President of the Chartered Institute of Arbitrators**

The place where the
arbitration is to be held is **To be agreed by both parties or nominated by CIARB.**

The person who will choose the
arbitrator if the Parties cannot
agree is **President or a Vice President of the Chartered Institute of Arbitrators.**

Only include these statements if the *tribunal* is arbitration.

The *conditions of contract* are the NEC3 Professional Services Short Contract (April 2013) and the
following additional conditions.

Only enter details here if additional conditions are required.

.....
.....

The Consultant's Offer

The Consultant is

Name **Mondas Consulting Ltd**

Address **7 Alexandra Rd, North Camp, Farnborough, GU14 6BU**

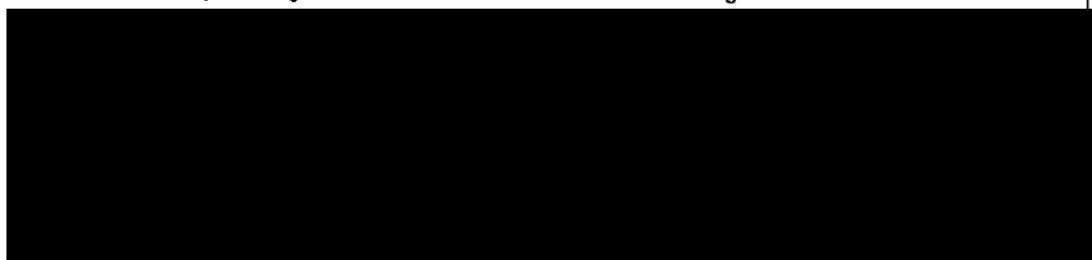
Telephone
e-mail address



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

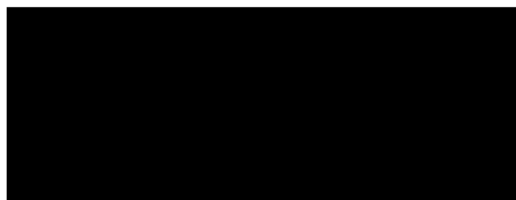
people are in We are providing a managed service with an agreed monthly rate. Key members of the team include Lance Nevill - Security Director and CISO, Steve Gaitely - Service Delivery Manager and Vanessa Gordillo - SOC Manager



The offered total of the Prices is **£305,400.00**

Enter the total of the Prices from the Price List.
If all work is to be carried out on a time charge basis, enter 'Not Applicable'.

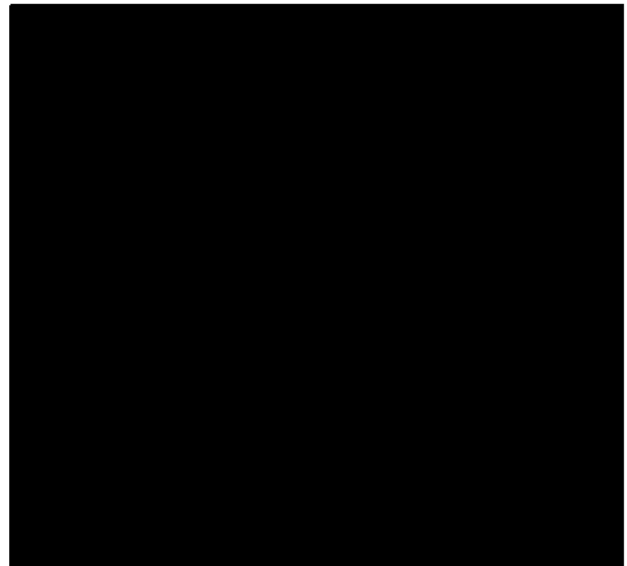
Signed by the Consultants authorised representative



The *Client's* Acceptance

The *Client* accepts the *Consultant's* Offer to Provide the Services

Signed by the Buyers authorised representative



Price List

Entries in the first four columns are made either by the *Client* or the tenderer.

For each row:

- If the *Consultant* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only.
- If the *Consultant* is to be paid an amount for the item of work and which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the Expected quantity to produce the Price, which is also entered.
- If the work is to be paid on a time charge basis, only expenses should be included.

Costs incurred by the *Consultant* other than the listed expenses are included in the Rates and Prices and the *staff rates*. If expenses are paid at cost, then 'at cost' should be entered into the Rate column.

Delete or strike through unused rows.

[illegible]

Scope

The Scope should be a complete and precise statement of the *Client's* requirements. If it is incomplete or imprecise, there is a risk that the *Consultant* will interpret it differently from the *Client's* intention. Information provided by the *Consultant* should be listed in the Scope only if the *Client* is satisfied that it is required, is part of a complete statement of the *Client's* requirements and is consistent with other parts of the Scope.

1 Purpose of the *services*

Provide a brief summary of why the *services* are being commissioned and what they will be used for.

Following a major re-design of the ICT network, PBL decided to source Cyber Security Services from a partner.

2 Description of the *services*

Give a complete and precise description of what the *Consultant* is required to do.

If items of work have to be provided by a stated date, include a table describing the work and stating the date when it is to be provided.

To provide PBL with a Managed Cyber Security Service as stated in the specifications contained within the tender documentation. This includes:

24/7 Eyes on SOC & SIEM, providing Security Advisory, Major Incident Response & Annual Penetration Testing.

3 Existing information

List existing information which is relevant to the *services*. This can include documents which the *Consultant* is to further develop.

| | |
|-------------------|-----|
| Cisco Firewall | 2 |
| Fortinet Firewall | 2 |
| End User Devices | 600 |
| Office 365 Users | 400 |
| Servers | 150 |

Scope

4 Specifications and standards

List any specifications and standards that apply to this contract.

N/A

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

State any constraints on sequence and timing of work and on method and conduct of work including the requirements for any work by the *Client*.

Set out any requirements for a quality management system.

Include a dispute resolution procedure if required.

Client work requirements will be kept to a minimum and will be formalised once the discovery phase has been completed.

Any requirements for a QMS will also be identified and documented as part of the onboarding process.

Dispute resolution will be via a standard dispute process with escalation available to director level or to arbitration if required.

Scope

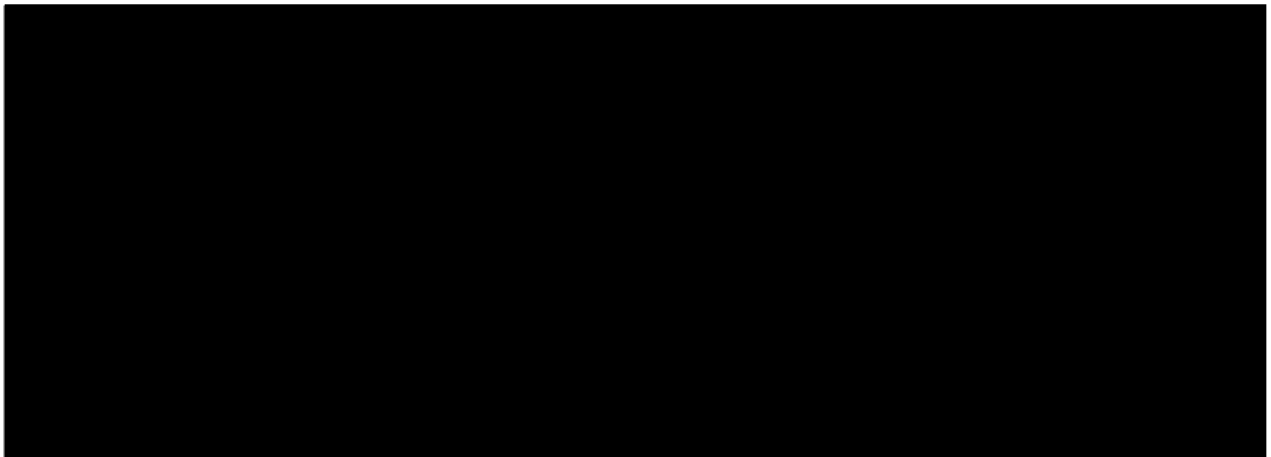
6 Requirements for the programme

State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.

N/A

7 Information and other things provided by the *Client*

Describe what information and other things the *Client* is to provide and by when. Information is that which is not currently available, but will become available during the contract. Other things could include access to a person, place (such as office space or a site) or the *Client's* information technology systems.



CONDITIONS OF CONTRACT

1 General

- Actions 10
- 10.1 The *Client* and the *Consultant* shall act as stated in this contract and in a spirit of mutual trust and co-operation.
- Identified and defined terms 11
- 11.1 In these *conditions of contract*, terms identified in the Contract Data are in italics and defined terms have capital initials.
- 11.2 (1) Completion is when the *Consultant* has completed the *services* in accordance with the Scope except for correcting notified Defects which do not prevent the *Client* from using the *services* and others from doing their work.
- (2) The Completion Date is the *completion date* unless later changed in accordance with this contract.
- (3) A Defect is a part of the *services* which is not in accordance with the Scope or the applicable law.
- (4) The Parties are the *Client* and the *Consultant*.
- (5) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.
- (6) To Provide the Services means to do the work necessary to complete the *services* in accordance with the Scope and all incidental work, services and actions which this contract requires.
- (7) The Scope is information which either
- specifies and describes the *services* or
 - states any constraints on how the *Consultant* Provides the Services
- and is either
- in the documents which the Contract Data states it is in or
 - in an instruction given in accordance with this contract.
- Law 12
- 12.1 In this contract, except where the context shows otherwise, words in the singular also mean plural and the other way around and words in the masculine also mean the feminine and neuter.
- 12.2 This contract is governed by the *law of the contract*.
- 12.3 No change to this contract, unless provided for by the *conditions of contract*, has effect unless it has been agreed, confirmed in writing and signed by the Parties.
- 12.4 This contract is the entire agreement between the Parties.

Communications 13

- 13.1 Each communication which this contract requires has effect when it is received in writing at the last address notified by the recipient for receiving communications.
- 13.2 Each Party notifies the other of the people who are to act on their behalf.
- 13.3 If this contract requires the *Client* or *Consultant* to reply to a communication, unless otherwise stated in this contract, he replies within the *period for reply*.
- 13.4 The *Client's* acceptance of a communication from the *Consultant* or of his work does not change the *Consultant's* responsibility to Provide the Services.

Early warning 14

- 14.1 The *Consultant* and the *Client* give an early warning by notifying the other as soon as either becomes aware of any matter which could
 - increase the total of the Prices,
 - delay Completion,
 - impair the usefulness of the *services* to the *Client* or
 - affect the work of the *Client* or others with whom the *Client* is in contract.

The *Consultant* may give an early warning by notifying the *Client* of any other matter which could increase his total cost. Early warning of a matter for which a compensation event has previously been notified is not required.
- 14.2 The *Consultant* and the *Client* co-operate in making and considering proposals for how the effect of each matter which has been notified as an early warning can be avoided or reduced and deciding and recording actions to be taken.

2 The Parties' main responsibilities

The *Client's* obligations 20

- 20.1 The *Client* provides information and other things which this contract requires him to provide by the dates stated in the Scope or a later date if agreed.
- 20.2 The *Client* may give an instruction to the *Consultant* which changes the Scope.
- 20.3 The *Client* does not give an instruction to the *Consultant* which would require him to act in a way that was outside his professional code of conduct.

The *Consultant's* obligations 21

- 21.1 The *Consultant* Provides the Services in accordance with the Scope.
- 21.2 The *Consultant's* obligation is to use the skill and care normally used by professionals providing services similar to the *services*.
- 21.3 The *Consultant* obeys an instruction which is in accordance with this contract and is given to him by the *Client*.

Subcontracting and people 22

- 22.1 If the *Consultant* subcontracts work, he is responsible for Providing the Services as if he had not subcontracted.
- 22.2 The *Consultant* either uses each *key person* named to do the job for him stated in the Contract Data or, following acceptance by the *Client*, uses a replacement person with qualifications and experience as good as those of the person who is replaced.
- 22.3 The *Client* may, having stated reasons, instruct the *Consultant* to stop using a person to Provide the Services. The *Consultant* then arranges that, after one day, the person has no further connection with the work included in this contract.

3 Time

Starting and Completion 30

- 30.1 The *Consultant* does not start work until the *starting date* and does the work so that Completion is on or before the Completion Date.
- 30.2 The *Client* decides the date of Completion and certifies it within one week of the date.
- 30.3 The *Client* may instruct the *Consultant* to stop or not to start any work and may later instruct him that he may re-start or start it.

The programme 31

- 31.1 The *Consultant* submits programmes to the *Client* as stated in the Scope.

4 Quality

Quality management system 40

- 40.1 The *Consultant* operates a quality management system for Providing the Services as stated in the Scope.

Notifying Defects 41

- 41.1 Until the *defects date*, the *Client* notifies the *Consultant* of each Defect as soon as he finds it and the *Consultant* notifies the *Client* of each Defect as soon as he finds it.
- 41.2 At Completion, the *Consultant* notifies the *Client* of the Defects which have not been corrected.
- 41.3 The *Client's* rights in respect of a Defect which the *Client* has not found or notified by the *defects date* are not affected.

Correcting Defects 42

- 42.1 The *Consultant* corrects a Defect whether or not the *Client* notifies him of it.
- 42.2 The *Consultant* corrects Defects within a time which minimises the adverse effect on the *Client* or others who are using the *services*. If the *Consultant* does not correct a Defect within the time required by this contract, the *Client* assesses the cost of having the Defect corrected by others and the *Consultant* pays this amount.

5 Payment

Assessing the amount due 50

- 50.1 The *Consultant* assesses the amount due and, by each *assessment day*, submits an invoice to the *Client* for payment. There is an *assessment day* in each month from the *starting date* until the month after the *defects date*.
- 50.2 The *Consultant's* invoice contains details to show how the amount due has been assessed. The first invoice is for the amount due. Other invoices are for the change in the amount due since the previous invoice.
- 50.3 The amount due is
- the Price for each lump sum item in the Price List which the *Consultant* has completed,
 - where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Consultant* has completed by the rate,
 - the amount of the expenses stated in the Price List properly spent by the *Consultant*,
 - for work carried out on a time charge basis, the time expended on work which has been completed multiplied by the appropriate *staff rate* and
 - other amounts to be paid to the *Consultant* less amounts to be paid by or retained from the *Consultant*.
- Any tax which the law requires the *Client* to pay to the *Consultant* is included in the amount due.
- 50.4 The *Client* corrects any wrongly assessed amount due and notifies the *Consultant* of the correction and his reasons for each correction before payment becomes due. He pays the amount of his assessment. The *Consultant* either
- corrects the invoice to a sum agreed by the *Client* or
 - provides further information to justify the invoice.
- 50.5 The *Consultant* pays *delay damages* at the rates stated in the Contract Data for each day from the Completion Date until Completion.

Payment 51

- 51.1 Unless a different period is stated in the Contract Data, each payment is made within four weeks after the next *assessment day* which follows receipt of an invoice.
- 51.2 Interest is paid if a payment is late or includes a correction of an earlier payment. Interest is assessed from the date by which the correct payment should have been made until the date when it is paid. Interest is calculated at the rate of 0.5% per complete week of delay unless another rate is stated in the Contract Data.

contract
data

conditions of
contract

6 Compensation events

Compensation events 60

- 60.1 The following are compensation events.
- (1) The *Client* gives an instruction changing the Scope.
 - (2) The *Client* does not take an action within the time required by this contract.
 - (3) The *Client* gives an instruction to stop or not to start any work.
 - (4) The *Client* changes a decision which he has previously communicated to the *Consultant*.
 - (5) A breach of contract by the *Client* which is not one of the other compensation events in this contract.

Notifying compensation events 61

- 61.1 The *Client* and the *Consultant* notify the other of an event which has happened or which they expect to happen as a compensation event.
- 61.2 If the *Client* notifies the compensation event, he also instructs the *Consultant* to submit a quotation for the compensation event. The *Consultant* submits the quotation within one week of being instructed to do so by the *Client*. If the *Consultant* notifies the compensation event, he submits a quotation with his notification.
- 61.3 If the *Consultant* does not notify a compensation event within four weeks of becoming aware of the event he is not entitled to a change in the Prices or rates and Completion Date unless the event arises from an instruction of the *Client*.
- 61.4 A compensation event is not notified after the *defects date*.

Quotations for compensation events 62

- 62.1 A quotation for a compensation event comprises proposed changes to the Prices or rates and Completion Date assessed by the *Consultant*. The *Consultant* submits details of his assessment with each quotation, including any assumptions he has made.
- 62.2 The *Client* replies within one week of the *Consultant*'s submission. If the *Client* decides that an event notified by the *Consultant*
- arises from the fault of the *Consultant* or
 - is not one of the compensation events stated in this contract
- he notifies the *Consultant* of his decision that the Prices or rates and Completion Date are not to be changed.
- If the *Client* decides otherwise, he notifies the *Consultant* accordingly and
- notifies the *Consultant* of his acceptance of a quotation,
 - states that he does not agree with the quotation and notifies the *Consultant* of his own assessment or
 - states that the effect of the compensation event is too uncertain to be forecast reasonably and notifies the *Consultant* of the date when the compensation event assessment is to be made.
- 62.3 If the *Consultant* does not provide a quotation, the *Client* assesses the compensation event and notifies the *Consultant* of his assessment within one week of when he should have received the quotation.
- 62.4 The *Client* includes details of his assessment of a compensation event when he notifies the *Consultant* of an assessment.

- Assessing compensation events 63
- 63.1 For a compensation event which only affects the quantities of work shown in the Price List, the change to the Prices is assessed by multiplying the changed quantities of work by the appropriate rates in the Price List.
 - 63.2 For other compensation events, the changes to the Prices are assessed by forecasting the effect of the compensation event on the cost of Providing the Services or, if the compensation event has already occurred, the assessment is based upon the cost due to the event which the *Consultant* has incurred. The forecast assessment uses the *staff rates* in the Contract Data and the expenses in the Price List. The cost of preparing quotations for compensation events is not included in the assessment of compensation events.
 - 63.3 A delay to the Completion Date is assessed as the length of time that, due to the compensation event, Completion is forecast to be delayed. If a date stated in the Scope by which an item of work has to be provided is affected by the compensation event, the *Client* instructs a change to the date to take account of the effect of the event.
 - 63.4 If the *Consultant* did not give an early warning of a compensation event which an experienced consultant could have given, the event is assessed as if the *Consultant* did give an early warning.
 - 63.5 Assessments are based on the assumptions that the *Consultant* reacts competently and promptly to the compensation event and that any additional cost and time due to the event are reasonably incurred.
 - 63.6 Assessments for changed prices for compensation events are in the form of changes to the Price List.
 - 63.7 The assessment of a compensation event is not revised if a forecast upon which it is based is shown by later recorded information to have been wrong.

7 Rights to material

- The Parties' use of material 70
- 70.1 The *Client* has the right to use the material provided by the *Consultant* for the purpose stated in the Scope. The *Consultant* obtains from a subconsultant equivalent rights to use material prepared by a subconsultant.
 - 70.2 The *Consultant* has the right to use the material provided by the *Client* only to Provide the Services. The *Consultant* may make this right available to a subconsultant.
 - 70.3 The Parties do not disclose information obtained in connection with the *services* except when necessary to carry out their duties under this contract.
 - 70.4 The *Consultant* may use the material provided by him under this contract for other work unless stated otherwise in the Scope.
- Publicity 71
- 71.1 The *Consultant* may publicise the *services* only with the *Client's* written permission.

8 Indemnity, insurance and liabilities

Indemnity 80

- 80.1 The *Consultant* indemnifies the *Client* against claims, proceedings, compensation and costs payable arising out of an infringement by the *Consultant* of the rights of others, except an infringement which arose out of the use by the *Consultant* of things provided by the *Client*.

Insurance cover 81

- 81.1 The *Client* and the *Consultant* provide the insurances stated in the Contract Data from the *starting date* until the end of the periods stated in the Contract Data.
- 81.2 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.

Limitation of liability 82

- 82.1 The *Consultant's* total liability to the *Client* which arises under or in connection with this contract is limited to the amounts stated in the Contract Data. These liabilities and limits apply in contract, tort or delict or otherwise to the extent allowed under the *law of the contract*.
- 82.2 The *Consultant's* liability to the *Client* is limited to that proportion of the *Client's* losses for which the *Consultant* is responsible under this contract.

9 Termination and dispute resolution

| | | | |
|---------------------------|---------------------------|------|---|
| contract data | Termination | 90 | |
| | | 90.1 | Either Party may terminate the <i>Consultant's</i> obligation to Provide the Services by notifying the other Party if the other Party has become insolvent or its equivalent. |
| | | 90.2 | The <i>Client</i> may terminate by notifying the <i>Consultant</i> if <ul style="list-style-type: none"> • the <i>Client</i> no longer requires the <i>services</i> or • the <i>Consultant</i> has substantially failed to comply with his obligations and has not put the default right within four weeks of a notification by the <i>Client</i>. |
| | | 90.3 | The <i>Consultant</i> may terminate by notifying the <i>Client</i> if the <i>Client</i> has not paid an amount due under the contract within eight weeks of the issue of a notice by the <i>Consultant</i> to the <i>Client</i> that payment is overdue. |
| | Procedures on termination | 91 | |
| | | 91.1 | On termination, the <i>Client</i> may complete the <i>services</i> himself or employ other people or organisations to do so and use any material to which he has title. The <i>Consultant</i> does no further work necessary to Provide the Services. |
| | | 91.2 | After the final payment has been made, the <i>Consultant</i> gives to the <i>Client</i> information which he has obtained or prepared which he has a responsibility to provide under this contract. |
| | Payment on termination | 92 | |
| | | 92.1 | A final payment is made as soon as possible after termination. The amount due on termination includes <ul style="list-style-type: none"> • an amount due assessed as for normal payments and • other costs reasonably incurred by the <i>Consultant</i> in expectation of completing the <i>services</i> and to which the <i>Consultant</i> is committed. |
| | | 92.2 | If the <i>Client</i> terminates for insolvency or a default by the <i>Consultant</i> , the amount due on termination also includes a deduction of the forecast additional cost to the <i>Client</i> of completing the <i>services</i> . |
| conditions of contract | Dispute resolution | 93 | |
| | | 93.1 | If a procedure for dispute resolution is included in this contract, the Parties follow the procedure before referring a dispute to the <i>tribunal</i> . |
| | | 93.2 | A Party may not refer a dispute to the <i>tribunal</i> less than four weeks after he has notified the other Party of his intention to do so. The Party may only issue the notice after the conclusion of any procedure for dispute resolution stated in this contract. |

nec[®]3 Professional Services Short Contract

Index by clause numbers (main clause heads indicated by bold numbers).
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