

Short Contract

A contract between UK Research and Innovation – National Oceanography Centre,
Southampton
and
for The Creation and Conversion of Facilities Schematic Drawings
to AutoCAD 2D at NOC Southampton

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Contract Data

The *Client* is

Name UK Research and Innovation

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

Telephone 01793 867005

The *services* are The Creation and Conversion of Facilities Schematic Drawings to AutoCAD 2D at NOC Southampton

The *starting date* is Monday 24th September 2018

The *completion date* is Friday 21st December 2018

The *delay damages* for late Completion are 0.5% of project value for delays incurred after 7 working days beyond contractual completion date

The *law of the contract* is England and Wales

The *period for reply* is 1 week.

The *defects date* is 12 months after Completion.

The *assessment day* is the 5th 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>	£5million in Professional Indemnity Certification in respect of one claim, Excess of £10,000 each and every claim	For the duration of the project, including delays and damages
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 any one occurrence. £5million in Professional Indemnity Certification, in respect of each claim, without limit to the number of claims	For the duration of the project, including delays and damages
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 Public Liability any one occurrence. £5million in Professional Indemnity Certification in respect of each claim, without limit to the number of claims	For the duration of the project, including delays and damages.

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 BOHS and/or CIBSE

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

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 (EMPLOYER) may direct the (CONTRACTOR) to perform all or any of the work under the (CONTRACT). Where (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

Taxation obligations of the (CONTRACTOR)

The relationship between (EMPLOYER) and (CONTRACTOR) shall be that of “independent contractor” which means that (CONTRACTOR) is not a (EMPLOYER) employee, worker, agent or partner, and (CONTRACTOR) shall not give the impression that they are.

As this is not an employment (CONTRACT), (CONTRACTOR) shall be fully responsible for all their own tax, including any national insurance contributions arising from carrying out the (SERVICES).

- (1) (CONTRACTOR) in respect of consideration received under this (CONTRACT), (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 (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) (EMPLOYER) may, at any time during the term, completion extension or post termination of this (CONTRACT), request (CONTRACTOR) to provide information which demonstrates how (CONTRACTOR) complies with its obligations under tax an 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 (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 (EMPLOYER) terminating the (CONTRACT).

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

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

Clause 5

Cyber Essentials Questionnaire

(CONTRACTOR) agrees that during any term or extension at the sole discretion of (EMPLOYER) 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 (EMPLOYER). (EMPLOYER) 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 (CONTRACTOR) shall not be reimbursable.



Copy of Statement
of Assurance Questio

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		

The offered total of the Prices is

**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 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

Scope

1 Purpose of the *services*

As per documents found with event FM18095

2 Description of the *services*

As per documents found with event FM18095

3 Existing information

As per documents found with event FM18095

4 Specifications and standards

As per documents found with event FM18095

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

As per documents found with event FM18095

6 Requirements for the programme

As per documents found with event FM18095

7 Information and other things provided by the *Client*

As per documents found with event FM18095