

## Trust Deed

This agreement is made between the *Employer*, the *Contractor* and the Named Suppliers. Terms in this deed have the meanings given to them in the contract between MRC LMS and ..... for M&E and Roof works, Mainsfiled Building (the *works*).

### Background

The *Employer* and the *Contractor* have entered into a contract for the *works*.

The Named Suppliers have entered into contracts with the *Contractor* or a Subcontractor in connection with the *works*.

### Agreement

The parties to this deed agree that

- further Named Suppliers may be added as parties to this deed with the agreement of the *Employer* and *Contractor*. The agreement of the *Employer* and *Contractor* is treated as agreement by the Named Suppliers who are parties to this deed,
- this deed is subject to the law of the contract for the *works*,
- the benefits under this deed may not be assigned.

**Executed as a deed on** .....

**by**

.... MRC London Institute of Medical Science ..... (*Employer*)

..... (*Contractor*)

.....

.....

.....

.....

(Named Suppliers)

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 B. and secondary Options C of the NEC3 Engineering and Construction Contract April 2013.
- The *works* are  
 . . . . . M&E and Roof Works at Mainsfield Building, Hammersmith Hospital. . . . .
- The *Employer* is  
 Name . . . . . MRC London Institute of Medical Science. . . . .  
 . . . . .  
 Address . . . . . Hammersmith Hospital Campus, Du Cane Road, London W12 ONN.  
 . . . . .
- The *Project Manager* is  
 Name . . . . .None . . . . .  
 . . . . .  
 Address . . . . .  
 . . . . .
- The *Supervisor* is  
 Name . . . . . None. . . . .  
 . . . . .  
 Address . . . . .  
 . . . . .
- The *Adjudicator* is  
 Name Royal Institute of Chartered Surveyors (RICS)  
  
 Address RICS Contact Centre, Survey Court, Westwood Way, Coventry CV4 8JE
- The Works Information is in  
 . . . . . Tender Package . . . . .  
 . . . . .
- The Site Information is in  
 . . . . . Tender Package, the site visit is obligatory . . . . .  
 . . . . .
- The *boundaries of the site* are . . . . .TBA. . . . .
- The *language of this contract* is. . . . . English . . . . .
- The *law of the contract* is the law of. . . . . UK . . . . .
- The *period for reply* is . . . . .4 . . . . . weeks.
- The *Adjudicator nominating body* is . . . . . TBC . . . . .
- The *tribunal* is . . . . .TBC . . . . .  
 . . . . .
- The following matters will be included in the Risk Register  
 The contractor to provide fully detailed risk register which should be agreed within MRC London Institute of Medical Science. . . . .

3 Time

- The *starting date* is ..... 13/03/2017 .....
- The *access dates* are
 

Part of the Site	Date
1. .... Full site .....	13/03/17 to 01/07/17 .....
2. ....	.....
3. ....	.....
- The *Contractor* submits revised programmes at intervals no longer than ..... 4 ..... weeks.

4 Testing and Defects

- The *defects date* is .. 52. . . weeks after Completion of the whole of the *works*.
- The *defect correction period* for all work is 2 weeks except that

5 Payment

- The *currency of this contract* is the ..... GBP .....
- The *assessment interval* is ..... 4 ..... weeks (not more than five).
- The *interest rate* is .. 5 .. % per annum (not less than 2) above the Bank of England current rate.

6 Compensation events

- The place where weather is to be recorded is ..... N/A. ....
- The *weather measurements* to be recorded for each calendar month are
  - the cumulative rainfall (mm)
  - the number of days with rainfall more than 5 mm
  - the number of days with minimum air temperature less than 0 degrees Celsius
  - the number of days with snow lying at ..... N/A. .... hours GMT
  - and these measurements:
    - ..... N/A. ....
    - ....
- The *weather measurements* are supplied by ..... N/A. ....
- The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at ..... N/A. .... and which are available from ..... N/A. ....

**Where no recorded data are available**

- Assumed values for the ten year return *weather data* for each *weather measurement* for each calendar month are ..... N/A. ....

8 Risks and insurance

- The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the *works*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with this contract for any one event is ..... £5M .....
- 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

Optional statements

.....£5M.....

If the *tribunal* is arbitration

- The *arbitration procedure* is.....TBC.....
- The place where arbitration is to be held is .....TBC.....
- 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 ..... To be decided by MRC London Institute of Medical Science ....

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

- The *completion date* for the whole of the *works* is ....01/07/17.....

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

- The *Contractor* is to submit a first programme for acceptance within. .... 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>
1. . the building should at any time remain wheatherproof - 01/03/17 to 01/07/17 ..	
2.....	
3.....	

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 .... 4 weeks.....

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 ..... 4 weeks.....

If there are additional *Employer's* risks

- These are additional *Employer's* risks
  1. . . . Discharge of nitrogen and magnetic field of MRI scanners. ....
  - 2.....
  - 3.....

If the *Employer* is to provide Plant and Materials

- The insurance against loss of or damage to the *works*, 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 against .....N/A.....  
Cover/indemnity is .....  
The deductibles are .....
  2. Insurance against .....  
Cover/indemnity is .....  
The deductibles are .....
  3. Insurance against .....

Cover/indemnity is .....  
The deductibles 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 *working areas* are the Site and .....
- 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 Works Information for his design**

- The Works Information for the *Contractor's* design is in  
.....  
.....  
.....  
.....  
.....

**If a programme is to be identified in the Contract Data**

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

**If the *Contractor* is to decide the *completion date* for the whole of the *works***

- The *completion date* for the whole of the *works* is.....

If Option Y(UK)1 is used

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

Data for the Shorter  
Schedule of Cost  
Components

- 
- The *activity schedule* is .....
  - The tendered total of the Prices is .....
  - The percentage for people overheads is ..... %.
  - The published list of Equipment is the last edition of the list published by .....
  - The percentage for adjustment for Equipment in the published list is ..... % (state plus or minus).
  - The rates for other Equipment are

Equipment	size or capacity	rate
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....
  - The hourly rates for Defined Cost of design outside the Working Areas are

category of employee	hourly rate
.....	.....
.....	.....
.....	.....
.....	.....
  - The percentage for design overheads is ..... %.
  - The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are .....
  - .....
  - .....
  - .....