Crown Commercial Service

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

CONSTRUCTION PROFESSIONAL services framework schedule 5

template call off agreement (INCORPORATING THE nec3 professional services SHORT contract APRIL 2013) AND contract data

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date 21st June 2023**

**Contract Number - 708170451**

**FORM OF AGREEMENT**

**Incorporating the NEC3 Professional Services Short Contract April 2013**

**Between**

**The Ministry of Defence (MOD), Defence Infrastructure Organisation**

**And**

**Module-AR Limited**

**For the provision of**

**DIO Blast Trials on Net Zero Carbon Cladding Materials**

**THIS AGREEMENT is made the 9th day of June 2023.**

**PARTIES:**

1. **The Defence Infrastructure Organisation (DIO**) acting as part of the Crown **(**the "***Employer***"); and

2. **Module-AR Limited ,** which is a company incorporated in and in accordance with the laws of **England and Wales** (Company No. **06450820)** whose registered office address is at **30 Freightliner Road Brighton Street, Hull, England, HU3 4UW** (the "***Consultant***").

**BACKGROUND**

1. The Minister for the Cabinet Office (the "**Cabinet Office**") as represented by Crown Commercial Service, a trading fund of the Cabinet Office, without separate legal personality (the "**Authority**"), established a framework for construction professional services for the benefit of public sector bodies.
2. The *Consultant* was appointed to the framework and executed the framework agreement (with reference number RM6184) which is dated 24th January 2023 (the “**Framework Agreement**”). In the Framework Agreement, the Consultant is identified as the “Supplier”.
3. On the *6th of February 2023,* the *Employer*, acting as part of the Crown, and in the Framework Agreement is identified as a “Contracting Authority”, invited the *Consultant* along with other framework suppliers to submit a tender for the *Employer’s* construction professional services requirements in accordance with the Call Off Procedure (as defined in the Framework Agreement).1
4. On the *7th of June 2023* the *Consultant* submitted a tender response and was subsequently selected by the *Employer* to provide the *services*.
5. The *Consultant* has agreed to Provide the Services in accordance with this agreement and the Framework Agreement.

**IT IS AGREED AS FOLLOWS:**

The *Employer* will pay the *Consultant* the amount due and carry out his duties in accordance with the *conditions of contract* identified in the Contract Data and the Contract Schedules.

The *Consultant* will Provide the Services in accordance with the *conditions of contract* identified in the Contract Data and the Contract Schedules.

This contract incorporates the conditions of contract in the form of the NEC3 Professional Services Short Contract April 2013 together with the additional conditionsspecified in the Contract Data, which form this contract together with the documents referred to in it. References in the NEC3 Professional Services Short Contract April 2013 Edition to "the contract" are references to this contract.

This contract and Framework Agreement CCS RM6184 is the entire agreement between the parties in relation to the *services* and supersedes and extinguishes all prior arrangements, understandings, agreements, statements, representations or warranties (whether written or oral) relating thereto.

Neither party has been given, nor entered into this agreement in reliance on any arrangements, understandings, agreements, statements, representations or warranties other than those expressly set out in this agreement.

Nothing in clauses 4 or 5 shall exclude liability in respect of misrepresentations made fraudulently.

**Executed under hand**

|  |  |  |
| --- | --- | --- |
| Signed | Supplier | Buyer |
| Name | ***Redacted*** | ***Redacted*** |
| Title | ***Redacted*** | ***Redacted*** |
| Signature | ***Redacted*** | ***Redacted*** |
| Date | 21.06.23 | 21.06.23 |

|  |
| --- |
| nec3 Professional Service |

Short Contract

|  |  |
| --- | --- |
| **A contract between** | The Ministry of Defence (MOD), Defence Infrastructure Organisation (DIO) |
|  |  |
| **and** | Module-AR Limited |
|  |  |
| **for** | DIO Blast Trials on Net Zero Carbon Cladding Materials |

**Contents**

Contract Forms

Contract Data

The *Consultant’s* Offer

Price List

Scope

|  |
| --- |
| Contract Data |

The *Client* is

|  |  |  |
| --- | --- | --- |
| Name | The Ministry of Defence (MOD), Defence Infrastructure Organisation (DIO) | |
|  |  | |
| Address | 23 Kingston Road, Sutton Coldfield, Birmingham, B75 7NY | |
|  |  | |
| Telephone | ***Redacted*** | |
|  |  | |
| E-mail address | ***Redacted*** | |
| Contract Value (Limit of Liability) | £23,759.03 ex VAT | |
|  |  | |
| The *services* are | To supply and install samples of typical building cladding into the Test Cassettes to be tested in a series of MoD / DIO’s blast trials on Zero Carbon / Modern Methods of Construction in support of the re-benchmarking of the Departments Counter Terrorist (Construction) Measures. | |
|  |  | |
| The *starting date* is | 26th June 2023 | |
|  |  | |
| The *completion date* is | 24th July 2023 | |
| Extension Period | N/A | |
|  |  | |
| The *delay damages* for late Completion are | N/A | per day |
|  |  | |
| The *law of the contract* is | England & Wales | |
|  |  |  |
| The *period for reply* is | 2 | weeks |
|  |  |  |
| The *defects date* is | N/A | weeks after Completion |
|  |  |  |
| The *assessment date* is the | N/A | of each month |
|  |  |  |

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| Contract Data |

|  |  |  |
| --- | --- | --- |
| The *Consultant* provides the following insurance cover | | |
| q |  | |
| **Insurance against** | **Minimum amount of cover** | **Period following Completion or earlier termination** |
| Failure of the *Consultant* to use the skill and care normally used by professionals providing services similar to the *services.* | £10,000,000.00 in respect of each claim, without limit to the number of claims | From the starting date until Contract end date |
| Death of or bodily injury to a person (not an employee of the *Consultant)* or loss of or damage to property resulting from an action or failure to take action by the *Consultant* | £5,000,000.00 in respect of each claim, without limit to the number of claims | From the starting date until Contract end date |
| Death of or bodily injury to employees of the *Consultant* arising out of and in the course of their employment in connection with this contract | £10,000,000.00 in respect of each claim, without limit to the number of claims | From the starting date until Contract end date |
|  | | |

The *Client* provides the following insurance cover

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

N/A

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| The *Consultant’s* total liability to the *Client* for matters for which insurance is provided is limited to | £10,000,000.00 |
|  |  |
| The *Consultant’s* total liability to the *Client* for other matters is limited to | £250,000.00 |
|  |  |
| The *tribunal* is: | Arbitration |
|  |  |
| If the *tribunal* is arbitration, the arbitration procedure is | London Court of International Arbitration Rules |
|  |  |
| The place where the arbitration is to be held is | London |
|  |  |
| The person who will choose the arbitrator if the Parties cannot agree is | Institution of Civil Engineers |
|  |  |

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

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

|  |
| --- |
| **Only enter details here if additional conditions are required** |

**1.** DEFCON 5J (Edn 18/11/16) - Unique Identifiers

**2.** DEFCON 76 (Edn 06/21) - Contractor's Personnel at Government Establishments

**3.** DEFCON 129J (Edn 18/11/16) - Use of Electronic Business Delivery Form

**4.** DEFCON 501 (Edn 11/17) - Definitions & Interpretations

**5.** DEFCON 502 (Edn 05/17) - Specifications Changes

**6.** DEFCON 503 (Edn 12/14) - Formal Amendments to Contract

**7.** DEFCON 507 (Edn 10/18) – Delivery

**8**. DEFCON 513 (Edn 11/16) - Value Added Tax

**9.** DEFCON 514 (Edn 08/15) - Material Breach

**10.** DEFCON 515 (Edn 06/21) - Bankruptcy and Insolvency

**11.** DEFCON 516 (Edn 04/12) - Equality

**12.** DEFCON 518 (Edn 02/17) - Transfer

**13.** DEFCON 520 (Edn 08/21) - Corrupt Gifts and Payments of Commission

**14.** DEFCON 522 (Edn 11/21) - Payment and Recovery of Sums Dues

**15.** DEFCON 526 (Edn 08/02) - Notices

**16.** DEFCON 527 (Edn 09/97) - Waiver DEFCON

**17.** DEFCON 529 (Edn 09/97) - Law (English)

**18.** DEFCON 531 (Edn 09/21) - Disclosure of Information

**19.** DEFCON 537 (Edn 12/21) - Rights of Third Parties

**20.** DEFCON 538 (Edn 06/02) - Severability

**21.** DEFCON 539 (Edn 01/22) - Transparency

**22.** DEFCON 550 (Edn 02/14) - Child Labour and Employment Law

**23.** DEFCON 566 (Edn 10/20) - Change of Control of Contractor

**24.** DEFCON 602B (Edn 12/06) - Quality Assurance (without Deliverable Quality Plan)

**25.** DEFCON 609 (Edn 07/21) - Contractor’s Records

**26.** DEFCON 620 (Edn 06/22) - Contract Change Control Procedure

**27.** DEFCON 632 (Edn 11/21) - Third Party Intellectual Property – Rights & Restrictions

**28.** DEFCON 642 (Edn 07/21) - Progress Meetings

**29.** DEFCON 658 (Edn 09/21) - Cyber

**30**. DEFCON 656A (Edn 08/16) **-** Termination for Convenience – Under £5M

**31.** DEFCON 660 (Edn 12/15) - Official-Sensitive Security Requirements

**32.** DEFCON 670 (Edn 02/17) - Tax Compliance

**33.** DEFCON 694 (Edn 07/21) - Accounting For Property of the Authority

**34.** DEFCON 703 (Edn 06/21) - Intellectual Property Rights – Vesting in the Authority

|  |  |
| --- | --- |
| **Option Z2** | **Identified and defined terms**  applies |
| **Option Z4** | **Admittance to Client’s Premises**  applies |
| **Option Z5** | **Prevention of fraud and bribery**  applies |
| **Option Z6** | **Equality and diversity**  applies |
| **Option Z7** | **Legislation and Official Secrets**  applies |
| **Option Z8** | **Conflict of interest**  applies |
| **Option Z9** | **Publicity and Branding**  does not apply |
|  |  |
| **Option Z10** | **Freedom of information**  applies |
| **Option Z13** | **Confidentiality and Information Sharing**  applies |
| **Option Z14** | **Security Requirements**  applies |
| **Option Z16** | **Tax Compliance**  applies |
| **Option Z22** | **Fair payment** |
|  | applies |
| **Option Z26** | **Building Information Modelling**  does not apply |
| **Option Z44** | **Intellectual Property Rights**  applies |
| **Option Z45** | **HMRC Requirements**  applies |
| **Option Z46** | **MoD DEFCON Requirements**  applies |
| **Option Z47** | **Small and Medium Sized Enterprises (SMEs)**  Does not apply |
| **Option Z48** | **Apprenticeships**  does not apply |
| **Option Z49** | **Change of Control**  applies |
| **Option Z50** | **Financial Standing**  does not apply |
| **Option Z51** | **Financial Distress**  does not apply |
| **Option Z52** | **Record s, audit access and open book data**  applies |
| **Option Z100** | **Data Protection**  Applies |
| **Option Z101** | **Cyber Essentials**  applies |

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| The *Consultant’s* Offer |

The *Consultant* is

|  |  |
| --- | --- |
| Name | Module-AR Limited |
|  |  |
| Address | 30 Freightliner Road Brighton Street, Hull, England, HU3 4UW |
|  |  |
| Telephone | ***Redacted*** |
|  |  |
| E-mail address | ***Redacted*** |
|  |  |

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 the *Consultant’s key people*  are in | N/A | | |
| The *staff rates* are |  | | |
|  | Person or job | Unit of measurement | rate |
|  |  | | |
|  | N/A |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| The offered total of the Prices is | £23,759.03 ex VAT. | | |

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| --- |
| Price List |

***Redacted***

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| Scope |

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| 1. **Purpose of the *Service*** |
| To supply and install samples of typical building cladding into the Test Cassettes to be tested in a series of MoD / DIO’s blast trials on Zero Carbon / Modern Methods of Construction in support of the re-benchmarking of the Departments Counter Terrorist (Construction) Measures. |
|  |
| 1. **Description of the *service*** |
| Please refer to:   * DIO Blast Trials - Background Information for Modular Contractors - Rev A dated 23-01-23 - Contractor 3 M-AR OFFSITE.pdf   + *Test dates are now from the 24th until the 28th of July 2023* * Test Standard - Explosion Resistant Walls & Doors – Extranet.pdf * RD0001-MAR-XX-00-DR-A-30-0001 - Test Panels 1 & 2.pdf * RD0001-MAR-XX-00-DR-A-30-0003 - Test Panels 3 & 4.pdf * RD0001-MAR-XX-00-DR-A-30-0002 - Board Layouts.pdf * Blast Testing costs (version 1) |
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| Scope |

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| 1. **Existing information** |
|  |
| Please refer to:   * DIO Blast Trials - Background Information for Modular Contractors - Rev A dated 23-01-23 - Contractor 3 M-AR OFFSITE.pdf   + *Test dates are now from the 24th until the 28th of July 2023* * Test Standard - Explosion Resistant Walls & Doors – Extranet.pdf * RD0001-MAR-XX-00-DR-A-30-0001 - Test Panels 1 & 2.pdf * RD0001-MAR-XX-00-DR-A-30-0003 - Test Panels 3 & 4.pdf * RD0001-MAR-XX-00-DR-A-30-0002 - Board Layouts.pdf * Blast Testing costs (version 1) |
|  |
| 1. **Specifications and standards** |
| Please refer to:   * DIO Blast Trials - Background Information for Modular Contractors - Rev A dated 23-01-23 - Contractor 3 M-AR OFFSITE.pdf   + *Test dates are now from the 24th until the 28th of July 2023* * Test Standard - Explosion Resistant Walls & Doors – Extranet.pdf * RD0001-MAR-XX-00-DR-A-30-0001 - Test Panels 1 & 2.pdf * RD0001-MAR-XX-00-DR-A-30-0003 - Test Panels 3 & 4.pdf * RD0001-MAR-XX-00-DR-A-30-0002 - Board Layouts.pdf |
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| Scope |

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| 1. **Constraints** **on how the *Consultant* provides the Service** |
| Any issues or disputes please contact the Strategy & Planning team using the below contact details:   * ***Redacted*** * ***Redacted*** * ***Redacted*** |

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| Scope |

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| --- |
| 1. **Requirements for the programme** |
| **Please refer to:**   * DIO Blast Trials - Background Information for Modular Contractors - Rev A dated 23-01-23 - Contractor 3 M-AR OFFSITE.pdf   + *Test dates are now from the 24th until the 28th of July 2023* |
|  |

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| --- |
| Scope |

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| --- |
| 1. **Information and other things provided by the *Client*** |

|  |  |
| --- | --- |
| **Item** | **Date by which it will be provided** |
| **N/A** |  |
|  |  |
|  |  |
|  |  |
|  |  |