



Framework Contract

Contract Data Forms

June 2017

Contract Data

PART ONE – DATA PROVIDED BY THE *CLIENT*

The Data which will apply to all work under the Framework Contract is

The *conditions of contract* are the clauses of the NEC4 Framework Contract June 2017 and any *additional conditions of contract*.

The *Client* is

Name	UK Research and Innovation
Address for communications	Polaris House, North Star Avenue, Swindon, SN2 1SZ
Address for electronic communications	TBC

The *Client's Representative* is

Name	TBC
Address for communications	
Address for electronic communications	

The Framework Information is in	As detailed in CON19012 – RFP and Supporting Information
The <i>framework scope</i> is in	As detailed in CON19012 – RFP and Supporting Information
The <i>selection procedure</i> is in	As detailed in CON19012 – RFP and Supporting Information
The <i>quotation procedure</i> is in	As detailed in CON19012 – RFP and Supporting Information
The <i>end date</i> is	18 th October 2024
The period for reply to a Supplier's quotation is	4 weeks

If *additional conditions of contract* are required

The *additional conditions of contract* are

Clause 1

Freedom of Information

1.1 The Supplier acknowledges that the Client is subject to the requirements of FOIA and EIR and shall:

- (a) provide all necessary assistance and co-operation as reasonably requested by the Client to enable the Client to comply with its obligations under FOIA and EIR in relation to any Requests for Information relating to this Contract;
- (b) transfer to the Client all Requests for Information relating to this Contract that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- (c) provide the Client with a copy of all Information belonging to the Client requested in the Request for Information which is in its possession or control in the form that the Client requires within 5 Working Days (or such other period as UKRI may reasonably specify) of the Client's request for such Information; and
- (d) not respond directly to a Request for Information unless authorised in writing to do so by the Client.

1.2 The Client shall be responsible for determining (in its absolute discretion) whether any Information:

- (a) is exempt from disclosure in accordance with the provisions of FOIA or EIR;
- (b) is to be disclosed in response to a Request for Information,

1.3 The Supplier acknowledges that the Client may be obliged under the FOIA or EIR to disclose Information, in some cases even where that Information is commercially sensitive:

- (a) without consulting with the Supplier, or
- (b) following consultation with the Supplier and having taken its views into account.

1.4 Where clause 1.3(a) applies the Client shall, in accordance with any recommendations issued under any code of practice issued under section 45 of FOIA, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention as soon as practicable after any such disclosure.

1.5 Where the Supplier is subject to the requirements of the FOIA and EIR, UKRI shall assist and co-operate with the Supplier to enable the Supplier to comply with its obligations under the FOIA and EIR in relation to any Requests for Information received by the Supplier relating to this Contract.

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 Client and the sourcing documents issued by the Client which led to its creation will be published by the Client on a designated web site.

The entire Framework Agreement and all the sourcing documents issued by the Client 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 Client, 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 as amended; or
- (iii) in the reasonable opinion of the Client 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 Framework Agreement or sourcing documents being redacted by the Client to the extent necessary to remove or obscure the relevant material and being published on the designated website subject to those redactions.

The Client may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA or EIR.

In this entire clause the expression "sourcing documents" means the advertisement issued by the Client seeking expressions of interest, any pre-qualification questionnaire stage and the invitation to tender.

Clause 3

Termination

The Client may terminate the Framework Agreement by written notice to the Supplier in any of the following circumstances:

- (i) Where it considers that the Framework Agreement has been subject to a substantial modification which would have required a new procurement procedure in accordance with Regulation 72(9) of the Public Contracts Regulations 2015(as amended) ("PCR 2015");
- (ii) Where it considers that the Supplier has at the time of the award of the Framework Agreement been in one of the situations referred to in Regulation 57(1) of the PCR 2015, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure;
- (iii) Where the Framework Agreement should not have been awarded to the Supplier in view of a serious infringement of the obligations under the EU Treaties and Directive 2014/24/EU of the European Parliament and of the Council that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU;
- (iv) Where the European Commission sends a reasoned opinion to the United Kingdom or brings the matter before the Court of Justice of the European Union under Article 258 of the TFEU alleging that the Framework Agreement should not have been awarded to the Supplier in view of a serious infringement of the obligations under the Treaties and Directive 2014/24/EU of the European Parliament and of the Council; or
- (v) Where a third party starts court proceedings against the Client seeking a declaration that the Framework Agreement is ineffective or should be shortened under Regulations 98 to 101 of the PCR 2015, which the Client considers have a reasonable prospect of success.

Such termination shall be effective immediately or at such later date as is specified in the notice. The Client shall not incur any liability to the Supplier by reason of such termination and shall not be required to pay any costs, losses or damage to the Supplier. Termination under this clause shall be without prejudice to any other rights of the Client.

Clause 4

Payment to other parties

The Supplier shall ensure, pursuant to obligations imposed on the Client under Regulation 113(2)(c) of the Public Contracts Regulations 2015 (as amended), that any subcontract awarded by the Supplier contains suitable provisions to impose, as between the parties to the subcontract, requirements that –

- (i) any payment due from the Supplier to the subcontractor under the subcontract is to be made no later than the end of a period of 30 days from the date on which the relevant invoice is regarded as valid and undisputed;
- (ii) any invoices for payment submitted by the subcontractor are considered and verified by the Supplier in a timely fashion and that undue delay in doing so is not to be sufficient justification for failing to regard an invoice as valid and undisputed; and
- (iii) any subcontractor will include, in any subcontract which it in turn awards, suitable provisions to impose, as between the parties to that subcontract, requirements to the same effect as those imposed in paragraphs (i), (ii) and (iii) of this Clause 4, subject to suitable amendment to reflect the identities of the relevant parties.

For the avoidance of doubt, in any situations that the Client is making payments to the Supplier without being presented with an invoice, the absence of an invoice does not waiver any obligation regarding payments made by the Supplier to its subcontractors or supply chain.

Clause 5

Sub-contractors

The Client may (without cost to or liability of the Client require the Supplier to replace any subcontractor where in the reasonable opinion of the Client any mandatory or discretionary grounds for exclusion referred to in Regulation 57 of the Public Contracts Regulations 2015(as amended) apply to the subcontractor.

Clause 6

Modern Slavery Act 2015

6.1 In performing its obligations under this Contract, the Supplier shall and shall ensure that any permitted sub-contractors shall comply with:

- (a) all applicable laws, statutes and regulations from time to time in force, including but not limited to the Modern Slavery Act 2015; and
- (b) Any anti-slavery policy adopted by UKRI from time to time.

6.2 The Client may from time to time require the Supplier to provide information and evidence to demonstrate its and its sub-contractors' compliance with clause 6.1. The Supplier shall provide such information with 10 Working Days of a request from UKRI for the same. A breach of this clause 6.1 shall be deemed a material breach.

Clause 7

Taxation obligations of the Supplier

The relationship between Client and the Supplier shall be that of "independent Supplier" which means that the Supplier is not a Client employee, worker, agent or partner, and the Supplier shall not give the impression that they are.

As this is not an employment Framework Agreement, the Supplier shall be fully responsible for all their own tax, including any national insurance contributions arising from carrying out the Services.

- (1) The Supplier in respect of consideration received under this Framework Agreement, the Supplier 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 the Supplier is liable to National Insurance Contributions (NICs) in respect of consideration received under this Framework Agreement, 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) The Client may, at any time during the term, completion extension or post termination of this Framework Agreement, request the Supplier to provide information which demonstrates how the Supplier complies with its obligations under tax and 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 the Supplier 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 the Client terminating the Framework Agreement.

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

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

Clause 8

General Data Protection Regulations (GDPR)

The Supplier warrants that that it shall under this Framework Agreement:

- (i) Process only on documented instructions (Annex A) by the Client, including regarding international transfers (unless, subject to certain restrictions, legally required to transfer to a third country or international organisation);
- (ii) provide all reasonable assistance to the Client 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 Client, 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 Client may require further assurances during the Framework Agreement through a series of questions as to Suppliers GDPR compliance.

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

Annex A - Schedule of Processing, Personal Data and Data Subjects

The Supplier shall only process in accordance with the instructions as advised below and comply with any further written instructions with respect to processing by the Client. Any such further written processing instructions required by the Client shall be incorporated into this Schedule and shall be the subject of a formal amendment to this Framework Agreement.

1. The contact details of the Clients Data Protection Officer are: TBC
2. The contact details of the Suppliers Data Protection Officer are: TBC
3. The Supplier shall comply with any further written instructions with respect to processing by the Client.

Any such further instructions shall be incorporated into this Schedule

Description	Details
Subject matter of the processing	Company name and address, employee names and business telephone numbers and email addresses.
Duration of the processing	Processing will take place from the Commencement of the Framework Agreement until 18 th October 2024.
Nature and purposes of the processing	The nature of the processing will include collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data Processing takes place for the purposes of accounting for consultants on site.
Type of Personal Data	Names, business telephone numbers and email addresses, office location and position of staff of both the Client and the Consultants as necessary to deliver the services prescribed and to undertake the Framework Agreement and performance management. The Framework Agreement itself will include the names and business contact details of staff of both the Client and the Consultants involved in managing the Framework Agreement.
Categories of Data Subject	Staff of the Client and the Consultants, including where those employees are named within the Framework Agreement itself or involved within the Framework Agreement management.
Plan for return and destruction of the data once the processing is complete.	The Personal Data will be retained by the Client for a period of four years, following which the Client will certify to the Consultants that it has deleted.

The Supplier agrees that during any term it shall complete and return the attached questionnaire (uploaded within Document Centre on the e-Sourcing portal) as advised below.

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

The Client 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 Framework Agreement.

The Supplier agrees that any financial burden associated with the completion and submission of this questionnaire at any time, shall be at the Supplier's cost to do so and will not be reimbursable.

Clause 9

Assignment and Subcontracting

The Client or UK SBS acting as an agent on behalf of the Client may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of their rights or obligations under the Framework Agreement.

The Supplier may not assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Framework Agreement, without prior written consent from the Client or UK SBS, acting as an agent on behalf of the Client.

The Client or UK SBS acting as an agent on behalf of the Client may (without cost to or liability of the Client or UK SBS) require the Supplier to replace any subcontractor where in the reasonable opinion of the Client or UK SBS acting as an agent on behalf of the Client any mandatory or discretionary grounds for exclusion referred to in Regulation 57 of the Public Contracts Regulations 2015 (as amended) apply to the subcontractor.

The Data which will apply to all Time Charge Orders is

(The NEC4 Professional Service Short Contract would normally be used for Time Charge Orders. Include the relevant Contract Data, Price List and Scope entries which apply to all Time Charge Orders.)

Please refer to NEC4 PSSC in Appendix 1.

The Data which will apply to all Work Orders is

(Include the relevant Contract Data part one entries for the NEC4 contracts that may be used for a Work Order. If NEC4 short contracts are to be used also include relevant entries for the Contract Data, Price List and Scope)

Please refer to NEC4 TSSC opt A in Appendix 2.

Please refer to NEC4 ECSC in Appendix 3.

PART TWO – DATA PROVIDED BY THE *SUPPLIER*

The Data which will apply to all work under the Framework Contract is

The *Supplier* is

Name

Address for communications

Address for electronic communications

The *quotation information* is in

The Data which will apply to all Time Charge Orders is

(The NEC4 Professional Service Short Contract is normally used for Time Charge Orders. Include the relevant entries for the *Consultant's Offer*.)

The Data which will apply to all Work Orders is

(Include the relevant Contract Data part two entries for the NEC4 contracts that may be used for a Work Order. If an NEC4 short contract is to be used include the relevant entries for the *Contractor's*, *Consultant's*, or *Supplier's Offer*)