

**Date**

**30<sup>th</sup> April 2024**

**FORM OF AGREEMENT**

**Incorporating the NEC3 Engineering and Construction Term Service Contract April 2013**

**Between**

**UK Health Security Agency**

**And**

**Walker Safety Cabinets Limited**

**For the provision of**

**UKHSA – Colindale – Supply of Maintenance Services for the CL4 Laboratory Suite**

## Trust Deed

This agreement is made between the *Employer and the Contractor*.

Terms in this deed have the meanings given to them in the contract between UK Health Security Agency and Walkers Safety Cabinets Limited for Supply of maintenance services covering the Containment Level 4 (CL4) Laboratory (the *services*).

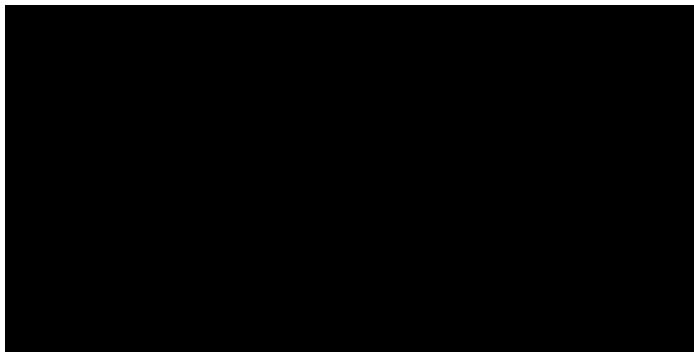
### Background

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

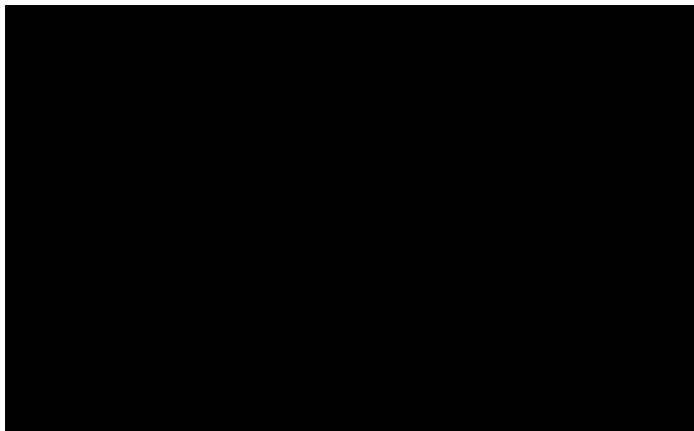
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Executed as a deed by

Signed on behalf of UKHSA (the *Employer*)



Signed on behalf of Walker Safety Cabinets Limited (the *Contractor*)



## CONTRACT DATA

### Part one – Data provided by the *Employer*

#### Statements given in all contracts

##### 1 General

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

- The *conditions of contract* are the core clauses and the clauses for main Option A, dispute resolution Option W2 and secondary Options X18, X19 and X20 of the NEC3 Term Service Contract April 2013.
- The *service* is Supply of maintenance services covering the Containment Level 4 (CL4) Laboratory

- The *Employer* is

Name Secretary of State for Health and Social Care acting as part of the Crown through UK Health Security Agency

Address 10 South Colonnade London E14 4PU.

- The *Service Manager* is

Name . [REDACTED]

Address .UKHSA 61 Colindale Avenue, London NW9 5EQ

- The *Adjudicator* is the courts of England and Wales.
- The Affected Property is [REDACTED] 61 Colindale Avenue, London NW9 5EQ
- The *Service Information* is in

23.12.14\_Final\_C198255\_Service Information for the Supply of Maintenance Services for the CL4 Laboratory Suite

- The *language of this contract* is English.
- The *law of the contract* is the law is the law of England and Wales, and the Courts of the country selected above, shall have exclusive jurisdiction with regard to any dispute in connection with this Agreement and the Parties irrevocably agree to submit to jurisdiction of those courts.
- The *period for reply* is two weeks.
- The *Adjudicator nominating body* is the courts of England and Wales.
- The *tribunal* is not applicable
- The following matters will be included in the Risk Register -  
23.12.14\_Final\_C198255\_Maintenance Services CL4 Laboratory Suite - Risk issues and lessons learned log

3 Time	<ul style="list-style-type: none"> <li>• The <i>starting date</i> is 7<sup>th</sup> April 2024</li> <li>• The <i>service period</i> is 5 years</li> </ul>
5 Payment	<ul style="list-style-type: none"> <li>• The <i>assessment interval</i> is Monthly</li> <li>• The <i>currency of this contract</i> is the GBP</li> <li>• The <i>interest rate</i> is 2 % per annum above the base rate of the Bank of England.</li> </ul>
8 Risks and insurance	<ul style="list-style-type: none"> <li>• [REDACTED]</li> <li>• [REDACTED]</li> </ul>

#### Optional statements

##### If no plan is identified in part two of the Contract Data

- The *Contractor* submits a first plan for acceptance within 2 weeks of the Contract Date.

##### If the *Employer* is to provide Plant and Materials

- N/A

##### If Option A is used

- The *Contractor* prepares forecasts of the final total of the Prices for the whole of the *service* at intervals no longer than 4 weeks.

##### If Option X19 is used

- The *Contractor* submits a Task Order programme to the *Service Manager* within 7 days of receiving the Task Order.

##### If Option X20 is used (but not if Option X12 is also used)

- A report of performance against each Key Performance Indicator is provided at intervals of once per months on the Friday after the month end.

##### If Option Z is used

- The *additional conditions of contract* and amendments are set out in Appendix 1: Schedule of Amendments to NEC3 Engineering and Construction Contract .

## **Appendix 1: Schedule of Amendments to NEC3 Engineering and Construction Contract**

### **Z1 Additional identified and defined terms**

(10) Good Industry Practice means standards, practices, methods and procedures conforming to the Law and industry codes of practice and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances;

(11) Guidance means any applicable guidance relative to the Law to which either of the Parties has a duty to have regard to the extent that the same are published and publicly available or the existence or contents of them have been notified to the Contractor by the Employer and/or Scottish Ministers and/or any relevant regulatory body;

(12) The Contract Standing Orders are the Employer's Financial Standing Orders Relating to Contracts;

(13) Control means the ability to direct the affairs of another, whether by virtue of the ownership of shares, contract or otherwise;

(14) CDM Regulations are the Construction (Design and Management) Regulations 2015 or any replacement thereof or amendment thereto;

(15) Deleterious are materials or equipment that are generally accepted or generally suspected in the construction industry at the relevant time as posing a threat to the health and safety of any person; or posing a threat to the structural stability, performance or physical integrity of the services or any part or component of services; or reducing or possibly reducing the life expectancy of services or any part or normal component of services; or not being in accordance with any relevant practice, good building practice or any applicable agreement certificate issued by the British Board of Agrément, or not in accordance with the publication "Good Practice in the Selection of Construction Materials (British Employer for Offices (BCO:2011) 2011;

(16) Disclosure is a criminal record certificate or enhanced criminal record certificate issued by Disclosure and Barring Service under Part V of the Police Act 1997; Page 108 of 175

(17) Disclosure and Barring Service is an agency of the Scottish Government that discharges the functions of Scottish Ministers under the Police Act 1997 and in particular provides Disclosures and manages the issue of information under the PVG Act;

(18) The Contractor Collateral Warranty is the contractor collateral warranty;

(19) Others are people organisations who are not the Employer the Contractor, the Adjudicator, or any sub-consultant, employee or supplier of the Contractor;

(20) Principal Contractor is the person appointed by the Employer from time to time to act as principal contractor (or any successor role) in connection with a works contract pursuant to the CDM Regulations;

(21) The PVG Act is the Protection of Vulnerable Groups Act 2007;

(22) Regulated Work is defined in Section 91 of the PVG Act;

(23) Self Proving Form means, when referring to the manner of execution of a deed or documents, executed in such a manner as complies with the Requirements of Writing Act 1995, Sections 3 and 8 and Schedule 2;

(24) Statutory Requirements means any statute, statutory instrument, regulation, rule or order made under any statute or directive having the force of law which affects the works or the performance of any obligations under this contract and any regulation or bye-law of any statutory undertaker which has jurisdiction with regard to the works or with whose system the works are, or are to be, connected.

Z1A Delete clause 12.4

## **Z2 Contract Standing Orders**

The Contractor complies with the Contract Standing Orders as though they are officers of the Employer.

## **Z3 Deleterious**

The Contractor does not specify any products or materials for use in services which, at the time of specification, are Deleterious

## **Z3A Statutory Requirements**

The Contractor carries out and completes the services in accordance with Statutory Requirements.

## **Z4 Capacity and eligibility to contract**

4.1 The Contractor warrants that, to the best of his knowledge, there are no restrictions of any kind which in any way affects his capacity to contract.

4.2 If any such restrictions exist or arise, the Contractor notifies the Employer immediately and the Employer may terminate the Contractor's employment under this contract by notifying the Contractor in accordance with clause 90.1 and this will be deemed to be a termination due to a substantial failure of the Contractor to comply with his obligations for the purposes of clauses 90.3 and 92.2.

4.3 Without prejudice to the immediately preceding paragraph, the Contractor warrants that to the best of his knowledge, none of the offences detailed in Regulation 58(1) and none of the grounds detailed in Regulation 58(3) or 58(8) of the Public Contracts Regulations 2015 applies to it as at the date of submission of its tender and undertakes to notify the Employer if, at any time subsequently, during the term of the Contract, conviction of any said offence or the occurrence of any such ground arises. In the event that such an offence is committed, or such grounds arise, the Employer shall have the option to terminate the Contractor's participation in the contract and the Contractor shall indemnify the Employer in full against any resulting losses.

## **Z5 Employer's Logo**

Z6 Employer's Logo The Contractor does not use the Employer's logo or disclose any details of any relationship with the Employer to any other party without the prior written consent of the Employer.

## **Z7 Protection of Vulnerable Groups**

7.1 The Contractor ensures throughout the duration of the contract that any person employed by him or acting on his behalf is suitable to Provide the Service given the nature of any third parties with whom there may be some contact in the normal performance of the contract. The Employer may instruct the Contractor to remove from premises any individual employed by the Contractor or acting on his behalf where the Employer deems

the individual not to be suitable and on receipt of such instruction the Contractor will remove such individual from premises forthwith.

7.2 Where services are Regulated Work the Contractor and any person employed by him or acting on his behalf ensures compliance with all of the relevant requirements of the PVG Act, including the establishment of and adherence to effective procedures in respect of the Contractor and any person employed by him or acting on his behalf.

7.3 Where services require the Contractor or any person employed by him or acting on his behalf to have been Disclosure checked then the Contractor shall, obtain the appropriate level of Disclosure directly from Disclosure and Barring Service.

7.4 If the Contractor is required in terms of the contract to rectify any defects after Completion where premises are occupied the Contractor and any person employed by him or acting on his behalf shall comply with any personnel requirements and procedures for access and control that the occupiers of the premises may have.

## **Z8 Recovery of sums due**

If under the contract any sum of money is recoverable from or payable by the Contractor, that sum may be deducted from any sum due to the Contractor under the contract or any other contract between the Parties.

## **Z9 Equality**

9.1 The Contractor confirms that, to the best of his knowledge and belief, he has complied with the Equality Act 2010 (the “2010 Act”) and continues to comply with the 2010 Act in a manner which is proportionate and relevant to the nature of this contract.

9.2 The Contractor performs his obligations under the contract in a non-discriminatory manner and promotes equality and works towards achieving best practice as identified in the codes of practice issued by the Equality and Human Rights Commission.

9.3 The Contractor recognises that the Employer has a responsibility to monitor the extent to which performance of the contract extends to socially excluded groups. In recognition of this, the Contractor agrees, where appropriate and practicable, to work towards providing monitoring information to the Employer in relation to employment and service provision by the following categories:

- gender reassignment,
- age,
- marriage and civil partnership,
- sexual orientation,
- disability,
- religion or belief,
- sex,
- pregnancy, maternity, and
- race.

9.4 The Contractor does not discriminate directly or indirectly, or by way of victimisation or harassment, against any person on grounds of gender reassignment, age, marriage and civil partnership, sexual orientation, disability, religion or belief, sex, pregnancy and maternity and race contrary to the 2010 Act.

9.5 The Contractor notifies the Employer in writing as soon as he becomes aware of any investigation of or proceedings brought against the Contractor under the 2010 Act. Where any investigation is undertaken by a person or body empowered to conduct such investigation, and/or proceedings are instituted in connection with any matter relating to the Contractor's performance of the contract being in contravention of the 2010

Act, the Contractor, free of charge,

- provides any information requested in the timescale allotted, • attends any meetings as required and permit the Contractor's staff to attend, • promptly allows access to and investigation of any document or data deemed to be relevant,
- allows itself and any staff of the Contractor to appear as witness in any ensuing proceedings, and
- co-operates fully and promptly in every way required by the person or body conducting such investigation during the course of that investigation. Where any such investigation is conducted or proceedings are brought under the 2010 Act which arise directly or indirectly out of any act or omission of the Contractor, its agents or subcontractors or the staff of the Contractor, and where there is a finding against the Contractor in such investigation or proceedings, the Contractor indemnifies the Employer with respect to all costs, charges and expenses arising out of or in connection with any such investigation or the Employer may have been ordered or required to pay to Others under Core Clause 81.2.

9.6 In recognition of the Employer's legal obligation to tackle discrimination and promote equality and diversity in all its functions and policies under the 2010 Act, the Contractor may be required to complete a questionnaire and/or provide information to the Employer's officers on the extent and quality of the Contractor's equality and diversity policies and practice. Good practice in this regard will be recognised by the Employer, but, poor practice may result in the Employer issuing a mind to comply letter describing the nature of improvement required and associated timescales. If the Contractor fails to improve practice in this regard, the Employer may take further action, up to and including the termination of this contract by notifying the Contractor and recovery of costs related to the termination under Core Clause 92.2.

9.7 In the event that the Contractor enters into any subcontract in connection with this contract it shall impose obligations on its subcontractors in proportionate and relevant terms substantially similar to those imposed on it pursuant to this clause.

## **Z10 Pricing and payment**

10.1 The Prices and the percentages for overheads and profit added to Defined Cost for people or percentages for overheads and profit added to other Defined Cost are deemed to include an allowance for all matters in respect of safety, health and welfare and the conditions of employment of staff and all other matters relating to the Contractor's performance of the contract and operating costs, and expenses.

10.2 If the Contractor enters into a subcontract for the purpose of performing a Work Package, the Contractor includes a condition in such subcontract which:

10.2.1 requires payment to be made to the Subcontractor within a specified period not exceeding 30 days from receipt of a valid invoice as defined by the subcontract requirements and provides that, for the purpose of payment alone, where the Employer has made payment to the Contractor and the Subcontractor's invoice includes services in relation to which the payment has been made by the

Employer then, to the extent that it relates to such services, the invoice shall be treated as valid and payment shall be made to the Subcontractor without deduction,

10.2.2 notifies the Subcontractor that the contract forms part of a larger contract for the benefit of the Employer and that should the Subcontractor have any difficulty in securing the timely payment of an invoice that matter may be referred by the Subcontractor to the Employer, and 10.2.3 requires the Subcontractor to include a condition, in the same terms as that set out in this condition subject only to modification to refer to the correct designation of the equivalent party as the Contractor and Subcontractor as the case may be, in any further subcontract and so on mutatis mutandis.

### **Z11 Prevention of corruption**

11.1 The Employer may terminate the Contractor's employment under contract by notifying the Contractor, in accordance with clause 90.1 and this will be deemed to be a termination due to a substantial failure of the Contractor to comply with his obligations for the purposes of clauses 90.3 and 92.2 if the Contractor, or any person employed by or acting on behalf of the Contractor (whether or not with the Contractor's knowledge), has offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or refraining from doing or for having done or refrained from doing any action in relation to the obtaining or execution of this contract or any other contract with the Employer or for showing or refraining from showing favour or disfavour to any person in relation to this contract or any other contract with the Employer, or if in relation to any contract with the Employer, the Contractor or any person employed by or acting on behalf of the Contractor has committed an offence under the Prevention of Corruption Acts 1889 to 1916 or has given any fee or reward.

11.2 The Contractor complies with all the requirements of the Bribery Act 2010 and any form of guidance issued in respect of the Bribery Act 2010. The Employer reserves the right to terminate the Contractor's employment under the contract by notifying the Contractor in accordance with clause 90.1 and this will be deemed to be a termination due to a substantial failure of the Contractor to comply with his obligations for the purposes of clauses 90.3 and 92.2 if the Contractor or any person employed by or acting on behalf of the Contractor (whether with or without the knowledge of the Contractor) has acted in a manner contrary to the requirements under the Bribery Act 2010 in respect of any direct or indirect business carried out for the purposes of the contract with the Employer.

### **Z12 Prevention of Fraud**

12.1 The Contractor takes all reasonable steps, in accordance with Good Industry Practice, to prevent fraud by his staff and the Contractor (including its shareholders, members and directors) in connection with the receipt of monies from the Employer.

12.2 The Contractor notifies the Employer immediately if he has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

12.3 If the Contractor or his staff commits fraud in relation to this contract, the Employer may terminate this contract by notifying the Contractor in accordance with clause 90.1 and this will be deemed to be a termination due to a substantial failure of the Contractor to comply with his obligations for the purposes of clauses 90.3 and 92.2.

### **Z13 Data Protection**

13.1 The Contractor complies with the provisions of the Data Protection Act 1998 and, in particular, warrants that appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

13.2 The Contractor indemnifies, and keeps the Employer indemnified, from and against all costs, claims, damages, expenses, losses and liabilities which may be incurred directly or indirectly in connection with a breach of this condition under Core Clause 81.2. 13.3 The Employer reserves the right to terminate this contract by notifying the Contractor in accordance with clause 90.1 and this will be deemed to be a termination due to a substantial failure of the Contractor to comply with his obligations for the purposes of Core Clauses 90.3 and 92.2 if the Contractor or any person employed by him or acting on behalf of the Contractor (with or without the knowledge of the Contractor) has failed to comply with the provisions of the Data Protection Act 1998.

#### **Z14 Confidentiality**

14.1 The Contractor is expressly prohibited from using any information supplied by the Employer or any information which comes to the Contractor's knowledge, including, but not limited to, personal data, for any purposes other than the performance of the contract, without the prior written consent of the Employer unless required by law.

14.2 Upon completion of the Contractor's obligations under the contract, the Contractor returns, or securely destroys to the satisfaction of the Employer all information provided, should the Employer deem this appropriate.

14.3 The Contractor indemnifies, and keeps the Employer indemnified, from and against all costs, claims, damages, expenses, losses and liabilities which may be incurred directly or indirectly in connection with a breach of this condition under Core Clause 81.2.

#### **Z15 Public access to information**

No term of this contract, whether express or implied, shall preclude the Employer from making public, if required under the Freedom of Information Act 2002 (referred to in this Condition as the "FOIA") or the Environmental Information Regulations 2004 (referred to in this condition as "the EIR") or both any information held relating to the contract. In exercising its obligations under the FOISA and the EIRS, the Employer shall have due regard to the commercial interests of the Contractor but without prejudice to its duty to discharge its obligations under FOISA Act or the EIRS. The interpretation of the FOISA or EIRS by the Employer and any exemptions therein will be final and conclusive, subject only to any decision or binding ruling on the matter made by the courts. The Contractor will facilitate compliance by the Employer with its obligations under the FOISA and the EIRS and comply with any requests from the Employer for that purpose.

#### **Z16 Disclosure of information**

The Employer may share any information contained in or relating to the contract with the relevant government regulators.

#### **Z16A Blacklisting**

The Employer reserves the right to terminate the Contractor's employment under this contract by notifying the Contractor in accordance with clause 90.1 and this will be deemed to be a termination due to a substantial failure of the Contractor to comply with his obligations for the purposes of Core Clauses 90.3 and 92.2 if the Contractor or any person employed by or acting on behalf of the Contractor (whether or not with the

Contractor's knowledge) has breached the Employment Relations 1999 Act (Blacklists) Regulations 2010 or section 137 of the Trade Union and Labour Relations (Consolidation) Act 1992 or committed any breach of the Data Protection Act 1998 by unlawfully processing data in connection with any blacklisting activities.

### **Z17 Company profile**

The Employer may, at any time, give the Contractor seven (7) days' notice in writing requiring the Contractor to provide to the Employer the Contractor's company profile to include a complete list of all companies and organisations affiliated to the Contractor.

### **Z18 Not used**

### **Z19 Change in status of Contractor (Assignment)**

19.1 No part of this contract will be assigned by the Contractor without the prior written consent of the Employer.

19.2 If the Contractor wishes to assign or otherwise dispose of the benefit or the burden of this contract, or any part of this contract, the Contractor send a request in writing to the Employer no later than 60 days before the proposed change is to take effect, the name of the proposed party or parties involved, the nature of the change and thereafter shall provide all information that the Employer may need to consider the Contractor's request.

19.3 The Employer replies to the Contractor's request. His reply is

- acceptance of the request, or
- rejection of the request and the reasons for rejection.

19.4 not used

19.5 Any decision by the Employer and the acceptance of any request is without prejudice to the decision of the Framework Employer with regard to its acceptance of a request in relation to the framework under which this contract has been instructed.

19.6 Any breach of this condition shall entitle the Employer to terminate the Contractor's employment under the contract or that part to which the breach relates by notifying the Contractor in accordance with clause 90.1 and this will be deemed to be a termination due to a substantial failure of the Contractor to comply with his obligations for the purposes of clauses 90.3 and 92.2. The Employer's acceptance of any assignment of the contract whether in whole or in part shall not relieve the Contractor of the Contractor's accrued liabilities under the contract.

### **Z20 Change in status of Contractor (change of Control)**

20.1 The Contractor notifies the Employer sixty days before, or as soon as he becomes aware of, any potential change in Control or of any material detrimental change in the financial standing or credit rating or both of the Contractor.

20.2 The Employer may request such further information as he requires to satisfy himself that the contract can continue after the change of Control or change in financial standing.

20.3 The Employer replies to the change of Control or change in financial standing notification. His reply is

- a notification that acceptance of continuation of the contract after the change of Control or change in financial standing, or
- a notification that the Employer cannot accept the continuation of the contract after the change of Control or change in financial standing and the reasons for non-acceptance. 20.4 The Contractor does not accept any work instructed under the contract where a change of Control or change in financial standing takes place without the prior written acceptance of the Employer.

20.5 If a change of Control or change in financial standing takes place where the Employer cannot accept continuation of the contract, the Employer may terminate the Contractor's employment under the contract by notifying the Contractor.

20.6 Any decision by the Employer and the granting of consent shall be without prejudice to the decision of the Framework Employer with regard to its acceptance of a change of Control or change in financial standing in relation to the Framework Contract under which this contract has been instructed.

20.7 Any breach of this condition shall entitle the Employer to terminate the Contractor's employment under the contract or that part to which the breach relates by notifying the Contractor in accordance with clause 90.1 and this will be deemed to be a termination due to a substantial failure of the Contractor to comply with his obligations for the purposes of clauses 90.3 and 92.2. The Employer's acceptance or non-acceptance of any continuation of the contract after a change of Control of the Contractor shall not relieve the Contractor of the Contractor's accrued liabilities under the contract.

## **Z21 Plan**

21.1 If the Contractor fails on three or more occasions to submit a first plan or revised plans in accordance with the required timescales then notwithstanding any other term of this contract, the Employer may withhold an amount not exceeding 5% of the total of the Prices from the sums that would otherwise be due to the Contractor under this contract until such plan is delivered.

21.2 Any payment withheld under clause 21.1 will be paid to the Contractor in the next payment due after delivery of the plan.

## **Z22 Not Used**

## **Z23 Health and Safety**

23.1 The Contractor operates appropriate health and safety policies and must perform the contract in accordance with all current health and safety legislation. If requested by the Employer, the Contractor provides the Employer with a copy of his current health and safety policy statement.

23.2 The Employer must be notified immediately by the Contractor of any risks to health or safety which are identified or arise during the performance of contract.

23.3 While on the Employer's premises, the Contractor complies with any health and safety measures implemented by the Employer in respect of the premises and notifies the Employer immediately of any incident occurring while the Contractor is on the premises which causes or is likely to cause any personal injury or damage to property.

23.4 If work is to be carried out at the Employer's premises, the Employer notifies the Contractor of any health and safety hazards which may exist or arise at the premises and which may affect the Contractor in the performance of his duties under this contract.

**Z24 CDM Regulations**

Without prejudice to or derogation from any other term in this contract, the Contractor acknowledges that he is the Principal Contractor (or any successor role) for the purposes of the CDM Regulations and at all times has regard to and complies with the CDM Regulations and all instructions or directions issued by the CDM Coordinator in relation thereto.

**Z25 Audit**

The Contractor keeps and maintains until twelve (12) years after the expiry of the service period or earlier termination, or as long a period of retention as may be set out in the Contract Data, full and accurate records of the contract including the services supplied under it, all expenditure reimbursed by the Employer and all payments made by the Employer. The Contractor, on request, affords the Employer or the Employer's representatives such access to those records as may be requested by the Employer in connection with the contract.

**Z26 Waiver**

No failure or delay by the Employer to enforce any right or remedy to which the Employer is entitled, or to require performance by the Contractor of any of the conditions of contract, shall be a waiver of any such right or remedy nor shall it in any way affect the right of the Employer subsequently to enforce such provisions.

**Z27 Severability of conditions**

If any of the conditions of contract to any extent becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining conditions of contract shall not in any way be affected.

**Z28 Remedies Cumulative**

Except as otherwise expressly provided by the conditions of contract, all remedies available to either Party for breach of the conditions of contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

**Z29 Not Used****Z30 Agency**

The Contractor is not and does not hold himself out as being the agent of the Employer and is not and does not hold himself out as being authorised to contract on behalf of or otherwise bind the Employer.

**Z31 Employer's procedures**

If the Contractor is required to prepare tender and/or contract documentation on behalf of the Employer, the Contractor complies with the Employer's Financial Regulations, Standing Orders and Rules of Procedure in preparing, tendering and administering any such work.

**Z32 Not Used****Z33 Contractor Collateral Warranties**

33.1 The Contractor, within 3 weeks of the date of a request by the Employer execute in Self Proving Form, the Contractor Collateral Warranty in favour of [Beneficiary details to be inserted by Employer issuing the Package Order]

33.2 If the Contractor fails to execute and deliver the Contractor Collateral Warranty in accordance with clause 33.1 above then, notwithstanding any other term of this Contract, the Employer withholds £10,000 from the sums that would otherwise be due to the Contractor in respect of each Contractor Collateral Warranty under this contract until delivery.

33.3 Any payment withheld under clause 33.2 above, will be paid to the Contractor in the next payment due after delivery of the Contractor Collateral Warranty.

#### **Z34 Not used**

#### **Z35 Professional Indemnity Insurance**

35.1 The Contractor provides additional insurance for Professional Indemnity Insurance with a minimum limit of indemnity of FIVE MILLION POUNDS (£5,000,000) STERLING from the starting date until a period of 12 years from the expiry of the service period.

35.2 As and when reasonably requested to do so by the Employer, the Contractor produces for inspection satisfactory documentary evidence that such insurance has been effected and /or is being maintained.

35.3 If the insurance referred to in clause 35.1 ceases to be available at commercially reasonable rates, the Contractor immediately gives notice to the Employer so that the Contractor and the Employer can discuss the means of best protecting their respective positions in the absence of such insurance.

#### **Z36 Amendments to Core Clauses of the NEC3 Term Service Short Contract**

36.1 Amend clause 61.2 as follows: In line 2 delete the words “one week” and insert “two weeks” or such other period as may be specified by the Employer at the time of a Package Order or a Competitive Package Order.

36.2 Delete clause 80.2 36.3

Delete clause 80.3 36.4

Amend clause 90.2 as follows: In line 2 after the word “equivalent” but before the words “(Reason 1)” add the following: “Or equivalent” includes but is not limited to: 36.4.1 where the Party is an individual and has:

- presented his petition for bankruptcy;
- had a bankruptcy order made against him;
- had a receiver appointed over his assets;
- has made an arrangement with his creditors; or
- had a winding-up order made against him or 36.4.2 where the Party is a company or partnership and has: ☐ had a winding up order made against it; or
- had a provisional liquidator appointed to it; or
- passed a resolution for winding-up (other than in order to amalgamate or reconstruct); or
- had an administration order made against it; or
- had a receiver, receiver and manager or administrative receiver appointed over the whole or a substantial part of its undertaking or assets; or
- made an arrangement with its creditors.

Modification of the Contract – Application of Regulation 72 No modification of the contract shall be made if the modification does not comply with the requirements of Regulation 72.

### **Z38 Termination**

Add new clause 90.6 as follows: 90.6 The Employer may terminate the Contractor's obligation to Provide the Service where:-

- The contract has been subject to a substantial modification which would have required a new procurement procedure in accordance with Regulation 72(9) (modification of contracts during their term) (Reason 9); or
- The Contractor has, at the time of contract award, been in one of the situations referred to in Regulation 58(1) (exclusion grounds), including as a result of the application of Regulation 58(2), and should therefore have been excluded from the procurement procedure (Reason 10); or
- The contract should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaties and the Directive that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU (Reason 11).

Add new clauses 91.3 - 91.5 as follows:

91.3 On Termination the Contractor provides to the Employer an updated report relative to the monitoring information sought in accordance with clause Z18.

91.4 Termination of the contract shall not prejudice the rights of either party that have arisen on or before the date of termination.

91.5 On termination, all information provided to the Contractor by the Employer is returned by the Contractor to the Employer in the format determined by the Employer; Amend Clause

92.2 as follows: After the words "or 4" add "or 10"

At the end of the clause add the following additional wording: "Where the contract is terminated under Reason 11, and the circumstances resulting in that termination arose as the fault of the Contractor then the amount due on that termination also includes a deduction of the forecast additional cost to the Employer of completing the works.

### **Z39 Termination Provisions in Sub-contracts**

The Contractor shall include a provision in any sub-contract, arising out of or in connection with this contract, allowing the Contractor to terminate such sub-contract where this contract is terminated by the Employer under clause 90.6.

## Part two – Data provided by the *Contractor*

### Statements given in all contracts

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

- The *Contractor* is

Name: Walker Safety Cabinets Limited

Address: Unit 20 Glossop Brook Business Park, Glossop Brook Road, Glossop, Derbyshire, SK13 8GG

- The *direct fee percentage* is [REDACTED]
- The *subcontracted fee percentage* is [REDACTED]
- The key people are

(1) Name . [REDACTED] .....

Job . . . . . Managing Director . . . . .

Responsibilities . . . . .

Qualifications . . . . .

Experience . . . . .

.....

(2) Name . . . . . [REDACTED] .....

Job . . . . . Director . . . . .

Responsibilities . . . . .

Qualifications . . . . .

Experience . . . . .

.....

- The following matters will be included in the Risk Register:  
[all matters included in document, Risk register document.]

### Optional statements

#### If the *Contractor* is to provide Service Information for his plan

The Service Information for the *Contractor's* plan is in

23.12.14\_Final\_C198255\_Service Information for the Supply of Maintenance

Services for the CL4 Laboratory Suite

#### If a plan is identified in the Contract Data

- The plan identified in the Contract Data is UKHSA Containment 4 potential service programme.

#### If Option A, C or E is used

- The *price list* is [REDACTED]

#### If Option A or C is used

- The tendered total of the Prices is £911,558.50