Term Service Contract

Contract Data Form

TRUST DEED

This agreement is made between the *Client*, the *Contractor* and the Named Suppliers.

Terms in this deed have the meanings given to them in the contract between . . . . and . . . . for . . . . (the *service*).

Background

The *Client* and the *Contractor* have entered into a contract for the *service*.

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

The *Contractor* has established a Project Bank Account to make provision for payment to the *Contractor* and the Named Suppliers.

Agreement

The parties to this deed agree that

- sums due to the *Contractor* and Named Suppliers and set out in the Authorisation are held in trust in the Project Bank Account by the *Contractor* for distribution to the *Contractor* and Named Suppliers in accordance with the banking arrangements applicable to the Project Bank Account,

- further Named Suppliers may be added as parties to this deed with the agreement of the *Client* and *Contractor.* The agreement of the *Client* 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 *service*,

- the benefits under this deed may not be assigned.

Executed as a deed on . . . .

by

. . . . (*Client*)

. . . . (*Contractor*)

. . . .

. . . .

. . . .

. . . .

(Named Suppliers)

Contract Data

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

1 General

The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Term Service Contract June 2017

Main Options	A	Option for resolving and avoiding disputes	W2

Secondary Options	X1, X8, X10, X17, X18, X19, X20, X23 and Z Clauses

The *service* is

A Term Service Contract to provide Minor Works in accordance with Task Orders as defined on behalf of UK Research and Innovation as detailed in the Tender Documents.

For the avoidance of doubt, this Term Service Contract CON19002 (TSC) constitutes a framework under which the Client may, at its discretion, issue Task Orders to the Contractor. The Client is under no obligation to issue a Task Order(s) but once issued and accepted in accordance with the terms of this TSC, each Task Order shall form a binding contract between the Client and the Contractor. Any and all works and Services to be performance by the Contractor shall be subject to a Task Order placed in accordance with, and subject to, the terms of this TSC.

The *Client* is

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

The *Service Manager* is

Name	Giles Digby
Address for communications	Rutherford Appleton Laboratory Harwell Oxford Didcot Oxfordshire OX11 OQX
Address for electronic communications	TBA

The Affected Property is

Science and Technology Facilities Council. Rutherford Appleton Laboratory, Harwell Campus, Didcot, OX11 0QX, Chilbolton Observatory, Drove Rd, Chilbolton Nr Stockbridge, Hampshire SO20 6BJ, The Coseners

| | House, 15-16 Abbey Close, Abingdon, OX14 3JD |
| The Scope is in | CON19002 – Minor Works Specification and all supporting CON19006 RFP documentation. |

The *shared services* which may be carried out outside the Service Areas are		
The *language of the contract* is	English	
The *law of the contract* is the law of	England and Wales, subject to the jurisdiction of the courts of England and Wales	

The *period for reply* is		except that
• The *period for reply* for		is
• The *period for reply* for		is

The following matters will be included in the Early Warning Register

- Resourcing, sub-contractors
- Project impacts, variances, price, specification, delays, hazards, access etc.
- Work done by others, defects, delays etc
- Force majeure

Early warning meetings are to be held at intervals no longer than	4 weeks

2 The *Contractor's* main responsibilities

If Option C or E is used	The *Contractor* prepares forecasts of the total Defined Cost for the whole of the *service* at intervals no longer than	

3 Time

The *starting date* is	tba
The *service period* is	Up to 4 years (3+1)
The *Contractor* submits revised plans at intervals no longer than	5 weeks
The period within which the *Contractor* is to submit a Task Order programme for acceptance is	5 days

If no plan is identified in part two of the Contract Data	The period after the Contract Date within which the *Contractor* is to submit a first plan for acceptance is	2 weeks

4 Quality management

The period after the Contract Date within which the *Contractor* is to submit a quality policy statement and quality plan is	2 weeks

5 Payment

The *currency of the contract* is the | Pound sterling

The *assessment interval* is | monthly

The *interest rate* is | 2 | % per annum (not less than 2) above the

| base | rate of the | Bank of England | bank

If the period in which payments are made is not three weeks and Y(UK)2 is not used

The period within which is payments are made is | 30 days

If the period for certifying a final assessment is not thirteen weeks

The period for certifying a final assessment is | 13 weeks

If Option C is used

The *Contractor's share percentages* and the *share ranges* are

share range			*Contractor's share percentage*	
less than		%		%
from	% to	%		%
from	% to	%		%
greater than		%		%

The *Contractor's* share is assessed on (dates)

If Option C or E is used

The *exchange rates* are those published in |

on | | (date)

6 Compensation events

If Option A is used

The *value engineering percentage* is 50%, unless another percentage is stated here, in which case it is | 50 | %

If there are additional compensation events	These are additional compensation events

8 Liabilities and insurance

If there are additional *Client's* liabilities	These are additional *Client's* liabilities

(1)

(2)

(3)

The minimum amount of cover for insurance against loss of or damage to property (except Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor* Providing the Service for any one event is   £10 million

The minimum amount of cover for insurance against death and of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with the contract for any one event is   £10 million

If the *Client* is to provide Plant and Materials	The insurance against loss of or damage to Plant and Materials and Equipment is to include cover for Plant and Materials provided by the *Client* for an amount of

£5 million

If the *Client* is to provide any of the insurances stated in the Insurance Table	The *Client* provides these insurances from the Insurance Table

(1) Insurance against

Minimum amount of cover is

The deductibles are

(2) Insurance against

Minimum amount of cover is

The deductibles are

(3) Insurance against

Minimum amount of cover is

The deductibles are

If additional insurances are to be provided	The *Client* provides these additional insurances

(1) Insurance against

Minimum amount of cover is

The deductibles are

(2) Insurance against	
Minimum amount of cover is	
The deductibles are	
(3) Insurance against	
Minimum amount of cover is	
The deductibles are	

The *Contractor* provides these additional insurances

(1) Insurance against	
Minimum amount of cover is	
The deductibles are	
(2) Insurance against	
Minimum amount of cover is	
The deductibles are	
(3) Insurance against	
Minimum amount of cover is	
The deductibles are	

Resolving and avoiding disputes

	The *tribunal* is	Arbitration
If the *tribunal* is arbitration	The *arbitration procedure* is	RICS Construction and Engineering Arbitration Service
	The place where arbitration s to be held is	55 Colmore Row, Birmingham

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

The *Senior Representatives* of the *Client* are

Name (1)	Adam Bamford
Address for communications	Rutherford Appleton Laboratory Harwell Oxford Didcot Oxfordshire OX11 OQX
Address for electronic communications	

Name (2)	
Address for communications	
Address for electronic communications	

The *Adjudicator* is

Name	RICS tba
Address for communications	RICS Dispute Resolution Service 55 Colmore Row Birmingham B3 2AA
Address for electronic communications	tba
The *Adjudicator nominating body* is	tba

X1: Price adjustment for inflation (used only with Options A and C)

If Option X1 is used — The proportions used to calculate the Price Adjustment Factor are

0	0.57	linked to the index for	Labour and supervision
0.	0.35		Plant and Materials
0.	0.08		Equipment
0.			
0.			
0.			
0.		non-adjustable	Non- adjustable
1.00			

The *base date* for indices is	1st August 2020
The *inflation adjustment dates* are	In-line with the Contractor's share assessment date.
These indices are	RICS BCIS Online

X3: Multiple currencies (used only with Option A)

If Option X3 is used

The *Client* will pay for the items or activities listed below in the currencies stated

items and activities	other currency	total maximum payment in the currency

The *exchange rates* are those published in

on _____ (date)

X8: Undertakings to the *Client* or Others

If Option X8 is used

The *undertakings to Others* are

provided to

The *Subcontractor undertakings to Others* are

works   provided to

The form of the subcontractor undertakings is set out in the scope	

The *Subcontractor undertakings to the Client* are

works

The form of the subcontractor undertakings is set out in the scope

X10: Information modelling

If Option X10 is used

If no *information execution plan* is identified in part two of the Contract Data

The period after the Contract Date within which the *Contractor* is to submit a first Information Execution Plan for acceptance is | 2 weeks

The minimum amount of insurance cover for claims made against the *Contractor* arising out of its failure to use the skill and care normally used by professionals providing information similar to the Project Information is, in respect of each claim | £6,000,000

The period following the end of the Service Period or earlier termination for which the *Contractor* maintains insurance for claims made against it arising out of its failure to use the skill and care is | 12 years

X12: Multiparty collaboration (not used with Option X20)

If Option X12 is used

The *Promoter is*

The Schedule of Partners is in

The *Promoter's objective* is

The Partnering Information is in

X13: Performance bond (not used with Option X20)

If Option X13 is used

The amount of the performance bond is

X17: Low service damages

If Option X17 is used

The *service level table* is

Refer to the Minor Works Specification, Term Service Contract

X18: Limitation of liability

If Option X18 is used

The *Contractor's* liability to the *Client* for indirect or consequential loss is limited to

£10,000,000

For any one event, the *Contractor's* liability to the *Client* for loss of or damage to the *Client's* property is limited to

£10,000,000

The *Contractor's* liability for Defects due to its design of an item of Equipment is limited to

£5,000,000

The *Contractor's* total liability to the *Client* for all matters arising under or in connection with the contract, other than excluded matters, is limited to

£15,000,000

The *end of liability date* is   6   years after the end of the Service Period

X19: Termination by either Party (not used with Option X11)

If Option X19 is used

The *minimum period of service* is   2   years after the *starting date*

The *notice period* is   Six Months

X20: Key Performance Indicators (not used with Option X12)

If Option X20 is used

The *incentive schedule* for Key Performance Indicators is in

Refer to the Minor Works Specification, Term Service Contract

A report of performance against each Key Performance Indicator is provided at intervals of

1   months

X23: Extending the Service Period

If Option X23 is used

The *maximum service period* is   4   years after the *starting date*

The *periods for extension* are

Order	period for extension (months)	notice date
First	12	1st November 2022
Second		
Third		
Fourth		

If there are *criteria for extension*

The *criteria for extension* are

(1)

(2)

(3)

X24: The *accounting periods*

If Option X24 is used and Option C is not used	The *accounting periods* are

If Option X 24 is used with Option C	The *accounting periods* are the dates stated in the Contract Data of assessment of the *Contractor's* share

Y(UK)1: Project Bank Account

Charges made and interest paid by the *project bank*	The *Contractor* **is/is not** to pay any charges made and to be paid any interest paid by the *project bank* (Delete as applicable)

Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

If Y(UK)2 is used and the date on which a payment is due is not fourteen weeks after the end of the *accounting period* or Service Period	The period is ⬚ weeks

If Y(UK)2 is used and the final date for payment is not fourteen days after the date on which payment becomes due	The period for payment is ⬚ days after the date on which payment becomes due

Y(UK)3: The Contracts (Rights of Third Parties) Act 1999

If Option Y(UK)3 is used	term	*beneficiary*

If Y(UK)3 is used with Y(UK)1 the following entry is added to the table for Y(UK)3	term	*beneficiary*
	The provisions of Options Y(UK)1	Named Suppliers

Z: *Additional conditions of contract*

If Option Z is used   The *additional conditions of contract* are

Please refer to Z NEC Additional Clauses document.

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.

1 General

The *Contractor* is

Name	
Address for communications	
Address for electronic communications	

The *fee percentage* is _____ %

The *service areas* are _____

The *key persons* are

Name (1)	
Job	
Responsibilities	
Qualifications	
Experience	
Name (2)	
Job	
Responsibilities	
Qualifications	
Experience	

The following matters will be included in the Early Warning Register

2 The *Contractor's* main responsibilities

If the *Contractor* is to provide Scope for its plan	The Scope provided by the *Contractor* for its plan is in	

3 Time

If a plan is to be identified in the Contract Data	The plan identified in the Contract Data is	

5 Payment

If Option A, C or E is used	The *price list* is	
If Option A or C is used	The tendered total of the Prices is	

Resolving and avoiding disputes

The *Senior Representatives* of the *Contractor* are

Name(1)	
Address for communications	
Address for electronic communications	
Name(2)	
Address for communications	
Address for electronic communications	

X10: Information modelling

If Option X10 is used

If an *information execution plan* is to be identified in the Contract Data	The *information execution plan* identified in the Contract Data is	Refer to the Minor Works Specification, Term Service Contract

Y(UK)1: Project Bank Account

If Option Y(UK)1 is used

The *project bank* is

named suppliers are

Data for the Schedule of Cost Components (used only with Options C or E)

The listed items of Equipment purchased for work on this contract, with an on cost charge, are

Equipment	time-related on cost charge	per time period

The rates for special Equipment are

Equipment	rate

The rates for Defined Cost of manufacture and fabrication outside the Service Areas by the *Contractor* are

category of person	rate

The rate for people providing *shared services* outside the Service Areas are

shared service	category of person	rate

Data for the Short Schedule of Cost Components (used only with Option A)

The *people rates* are

category of person	unit	rate

The published list of Equipment is the edition current at the Contract Date 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	rate

The rates for Defined Cost of manufacture and fabrication outside the Service Areas by the
Contractor are

category of person	rate

The rate for people providing *shared services* outside the Service Areas are

shared service	category of person	rate