

Short Contract

A contract between UK Research and Innovation (UKRI)

and

for FM18062 UKRI Security Services at Medical Research Council
(MRC) – Laboratory of Molecular Biology (LMB) – Lot 2

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Contract Data

The *Employer* is

Name Medical Research Council
Address Cambridge Biomedical Campus, Francis Crick Avenue, Cambridge, CB2 0QH
Telephone 01793 867005
E-mail address FMProcurement@uksbs.co.uk

If the *Employer* appoints an *Employer's Agent*, the *Employer's Agent* is

Name N/A
Address
Telephone
E-mail address

The *service* is Provision of Security Services

The *starting date* is 1st October 2018

The *service period* is 36 with the option to extend for 2 further 12 months

The *period for reply* is 2 weeks.

The *assessment day* is the 1st of each month.

Does the United Kingdom Housing Grants, Construction and
Regeneration Act (1996) apply? No

Contract Data

The *Adjudicator* is

Name TBC dependent on breach

Address

Telephone

E-mail address

The interest rate on late payment is % per complete week of delay.

The *Contractor* is not liable to the *Employer* for loss of or damage to the *Employer's* property in excess of £10 Million for any one event.

The *Employer* provides this insurance No insurance provided by the Employer

The minimum amount of cover for the first insurance stated in the Insurance Table is £10 Million

The minimum amount of cover for the third insurance stated in the Insurance Table is £10 Million

The minimum amount of cover for the fourth insurance stated in the Insurance Table is £10 Million

The *Adjudicator nominating body* is TBC dependent on breach
Arbitration

The *tribunal* is

If the *tribunal* is arbitration, the arbitration procedure is TBC dependent on breach

The *conditions of contract* are the NEC3 Term Service Short Contract April 2013 and the following additional conditions

Clause 1

Freedom of Information Act and the Environmental Information Regulations

The Contractor shall provide all assistance to enable the Employer and/or its clients to comply with any request received under the Freedom of Information Act 2000 and/or the Environmental Information Regulations should either be applicable to the Employer.

In no event shall the Contractor or its Subcontractors respond directly to a Request for Information unless expressly authorised to do so by the Employer.

Clause 2

Transparency

In order to comply with the Government's policy on transparency in the areas of procurement and contracts the Contractor agrees that the Contract and the sourcing documents issued by the Employer which led to its creation will be published by the Employer on a designated web site.

The entire Contract and all the sourcing documents issued by the Employer 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 Employer, at the time when it considers disclosure, reasonably considers to be confidential to the Contractor;
- (ii) be contrary to regulation 21 of the Public Contracts Regulations 2015; or
- (iii) in the reasonable opinion of the Employer 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 Contractor consents to the Contract or sourcing documents being redacted by the Employer to the extent necessary to remove or obscure the relevant material and being published on the designated website subject to those redactions.

Clause 3

Termination Para 1

The Employer may terminate the Contract by written notice to the Contractor in any of the following circumstances:

- (i) Where it considers that the Contract 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 Contractor has at the time of the award of the Contract 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 Contract should not have been awarded to the Contractor 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 Contract should not have been awarded to the Contractor 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 Employer seeking a declaration that the Contract is ineffective or should be shortened under Regulations 98 to 101 of the PCR 2015, which the Employer 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 Employer shall not incur any liability to the Contractor by reason of such termination and shall not be required to pay any costs, losses or damage to the Contractor. Termination under this clause shall be without prejudice to any other rights of the Employer.

Clause 4

Payment to other parties

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

- (i) any payment due from the Contractor 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 Contractor 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.

Clause 5

Sub-contractors

The Employer may (without cost to or liability of the Employer) require the Contractor to replace any subcontractor where in the reasonable opinion of the Employer 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

The Contractor agrees that during any term or extension it shall complete and return a report as advised below, covering the following, but not limited to areas as relevant and proportionate to the Contract evidencing the actions taken, relevant to the Contractor and your supply chain associated with this Contract.

- Impact assessments undertaken
- Steps taken to address risk/actual instances of modern slavery and how actions have been prioritised
- Evidence of stakeholder engagement
- Evidence of ongoing awareness training
- Business-level grievance mechanisms in place to address modern slavery
- Actions taken to embed respect for human rights and zero tolerance of modern slavery throughout the organisation

Employer reserves the right to audit any and all reports submitted by the Contractor to an extent as deemed necessary and the Contractor shall unreservedly assist Employer in doing so.

Note: the Employer also reserves the right to amend or increase these frequencies, as it deems necessary to secure assurance in order to comply with the MSA.

The Employer requires such interim assurances to ensure that the Contractor is compliant and is monitoring its supply chain, so as to meet the requirements of the above Act.

The Contractor shall complete and return the report to the contact named in the Contract on the anniversary of the commencement of the Contract.

The Contractor agrees that any financial burden associated with the completion and submission of this report and associated assistance at any time, shall be at the suppliers cost to do so and will not be reimbursable.

Clause 7

Staff and Transfer of Employment

Employer will reimburse during any term or extension (or, where such costs, awards or damages arise following termination/expiry) of this Agreement, Employer any increases in the Contractor cost of providing the Services by reason of any modification or alteration to the Government legislation duties or levies or other statutory payments (including but not limited to National Insurance and/or VAT and/or introduction of or amendment to working time minimum wages. Subject and always to open book access to Contractor records and always after a period of due

diligence carried out by Employer, relevant and proportionate to the value concerned.

Clause 8

Taxation obligations of the Contractor

The relationship between Employer and Contractor shall be that of “independent contractor” which means that Contractor is not a Employer employee, worker, agent or partner, and Contractor shall not give the impression that they are.

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

- (1) Contractor in respect of consideration received under this Contract, Contractor, 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 Contractor is liable to National Insurance Contributions (NICs) in respect of consideration received under this Contract, 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) Employer may, at any time during the term, completion extension or post termination of this Contract, request Contractor to provide information which demonstrates how Contractor 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 Contractor 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 Employer terminating the Contract.

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

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

Clause 9

General Data Protection Regulations (GDPR)

Contractor warrants that that it shall under this Contract:

Process only on documented instructions (Annex A) by Employer, including regarding international transfers (unless, subject to certain restrictions, legally required to transfer to a third country or international organisation);

- provide all reasonable assistance to the Employer 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 Employer 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.

- ensure those processing personal data are under a confidentiality obligation (contractual or statutory); appoint a suitably qualified data protection representative to manage the data;
- keep records of their data processing activities performed under this contract in order to be able to provide information included in those records to the Data Protection Authorities, upon request. Records should include: (1) details of the data controller and data processor and their representatives; (2) the categories of processing activities that are performed; (3) information regarding cross-border data transfers and; and (4) a general description of the security measures that are implemented;
- take all measures required under the security provisions which includes pseudonymisation and encrypting personal data as appropriate;
- only use a sub-processor with Employers formal written consent (specific or general, although where general consent is obtained processors must notify all and any changes to Employer, giving them an opportunity to object);
- flow down the same contractual obligations to sub-processors;
- notify Employer without undue delay data breaches;
- assist employer in responding to requests from individuals (data subjects) exercising their rights;
- assist Employer in complying with the obligations relating to a security breach notification, Data Protection Impact Assessment and consulting with supervisory authorities;
- securely destroy(providing evidence that this has occurred e.g. a secure waste disposal certificate from a third party) or return as instructed by Employer all personal data at the end of the Contract (unless storage is required by EU/member state law);
- make available to Employer all information necessary to demonstrate compliance; allow/contribute to audits (including inspections by Employer or a third party); and inform Employer if its instructions infringe data protection law or other EU or member state data protection provisions.

Employer may require further assurances during the Contract through a series of questions as to Contractors GDPR compliance.

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

For the avoidance of doubt this clause shall require contractor to ensure that this Contract from its Commencement shall be performed in such a way so as to be compliant with any existing Data Protection Act and will meet the requirements of the GDPR.

GDPR Questionnaire

The Contractor agrees that during any term or extension it shall complete and return the attached questionnaire as advised below.

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

The Employer requires such interim assurances to ensure that the Contractor is still compliant with the needs of the GDPR Act due to the implications of a breach.

The Contractor shall complete and return the questionnaire to the contact named in the Contract on the anniversary of the commencement of the Contract.

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



GDPR Assurance
Questionnaire May1

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

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

Description	Details
Subject matter of the Processing	MRC LMB are installing a new security contract in which TUPE regulations apply. TUPE data will be transferred to the new contractor.
Duration of the processing	The Contract is due to last 36 months with an optional extension of a further 12 + 12 months which should allow for any TUPE activity which may need to be carried out.
Nature and purposes of the processing	<p>The Contractor will be responsible for securing and maintaining personal data. Data to be held must be specific to the provision of onsite Security Contract only. And for operational purposes only to enable the contractor to carry out their contractual duties. If new staff are required, additional background and DBS checks including animal rights activity should be undertaken to ensure staff have the right to work. Thus, enabling the contractor to carry out their statutory obligations in terms of employment and recruitment.</p> <p>All data stored or collected must be managed and stored in accordance to GDPR legislation.</p> <p>Once the contract has expired a new requirement will be tendered and redacted data will be made available publicly for consideration by potential new bidders as part of the TUPE process.</p>
Type of Personal Data	Personal data includes: name, address, date of birth, NI number, telephone number,

	<p>pay, right-to-work status, holiday allowance, background and DBS checks including animal rights activity and disciplinary information.</p> <p>All data listed above, will be held in a secure data base or storage system and a clearly defined and authorised access system place.</p>	
Categories of Data Subject	Staff, agency and temporary workers	
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<p>Data – including hard copies – should only be held for the duration of the contract. At the end of the contract all data relating to TUPE should be transferred under the regulations. Any other data should be destroyed and a certificate of destruction provided.</p> <p>Should the contractor remain in place after the contract has finished, the data will be held and will be reviewed and destroyed where no longer necessary.</p> <p>Necessary data to maintain services will be kept and staff members informed.</p>	

Clause 10

Assignment and Subcontracting

The Employer or UK SBS acting as an agent on behalf of the Employer 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 Contract.

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 Contract, without prior written consent from the Employer or UK SBS, acting as an agent on behalf of the Employer.

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

The Contractor's Offer

The *Contractor* is

Name

Address

.....

Telephone

E-mail address

The percentage for overheads and profit added to the Defined Cost for people is %.

The percentage for overheads and profit added to other Defined Cost is %.

The *Contractor* offers to Provide the Service in accordance with the *conditions of contract* for an amount to be determined in accordance with the *conditions of contract*.

The offered total of the Prices for
part of the service in Part 1 of the
Price List is

The offered total of the Prices for
part of the service in Part 2 of the
Price List is

Signed on behalf of the *Contractor*

Name

Position

Signature Date

The Employer's Acceptance

The *Employer* accepts the *Contractor's* Offer to Provide the Service

Signed on behalf of the *Employer*

Name

Position

Signature Date

Price List

The rates and Prices entered for each item includes for all work and other things necessary to complete the item.

PART 1

Item number	Description	Unit	Quantity	Rate	Price
-------------	-------------	------	----------	------	-------

The total of the Prices for Part 1

PART 2

Item number	Description	Unit	Quantity	Rate	Price
-------------	-------------	------	----------	------	-------

The total of the Prices for Part 2

In accordance with the specification detailed within
FM18062 Request for Proposal

Service Information

1 Description of the *service*

As per the specification with FM18062 Request for Proposal

2 Specifications**Title****Date or revision****Tick if publicly available**

To provide the services as detailed within FM18062 Request for Proposal Document

3 Constraints on how the *Contractor* Provides the Service

In accordance with the specification detailed within FM18062 Request for Proposal

4 Requirements for the plan

In accordance with the specification detailed within FM18062 Request for Proposal

5 Services and other things provided by the *Employer***Item****Date by which it will be provided**

In accordance with the specification detailed within FM18062 Request for Proposal

6 Property affected by the *service*

In accordance with the specification detailed within FM18062 Request for Proposal