

Short Contract

A contract between

The Secretary of State for Defence acting through the
Defence Science and Laboratory

and

Mitie

for

Postal Services at Porton Down and Portsdown West

Contract Data

The Client's Contract Data

The Client is

Name

Address for communications

Address for electronic communications

If the Client appoints a Client's Agent, the Client's Agent is

Name

Address for communications

Address for electronic communications

The authority of the Client's Agent is

The service is

The starting date is

The service period is Months

The period for reply is Weeks

The assessment day is the of each month

Are the rates and Prices in the contract adjusted for inflation? Yes – In line with supplier increases

If yes the index is provided by

The United Kingdom Housing Grants, Construction and Regeneration Act (1996) Yes



The Client's Contract Data

The Adjudicator is

Name

Address for communications

Address for electronic communications

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

Insert a rate only if a rate less than 0.5% per week of delay has been agreed.

The Client provides this insurance

Only enter details here if the Client is to provide insurance.

The minimum amount of cover for the second insurance stated in the Insurance Table is, for any one event

The minimum amount of cover for the third insurance stated in the Insurance Table is, for any one event

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

The Contractor's total liability to the Client which arises under or in connection with the contract is limited to

The Adjudicator nominating body is

The *tribunal* is

If the *tribunal* is arbitration, the arbitration procedure is

Contract Data

The *Client's* Contract Data

The *conditions of contract* are the NEC4 Term Service Short Contract June 2017 (with amendments January 2023) and the following additional conditions

Z1 – MoD DEFCON Requirements

Insert a new clause

This clause is to incorporate MoD special terms and conditions in the form of DEFCONs and DEFORMs as detailed at <https://www.gov.uk/guidance/knowledge-in-defence-kid>

Z2 – Intellectual Property

7 Use of Equipment and Things

70 Delete and replace with:

70.1 All Foreground Information and intellectual property rights therein shall vest in and be the property of the *Client* on their creation.

70.2 To the extent that any intellectual property rights in any of the Foreground Information does not automatically vest in the *Client*, the *Consultant* shall with full title guarantee, assign or procure the assignment to the *Client* of all intellectual property rights in such Foreground Information free from lien, charge or encumbrance.

70.3 The *Client* hereby grants to the *Consultant* for the contract period and free of charge a non-exclusive royalty free licence, together with a sub-licence to Subconsultants, to use such of the Foreground Information as the *Consultant* reasonably requires for the purposes of performing the services.

70.4 The *Consultant* hereby grants to the *Client*, subject to the rights of third parties, a perpetual, irrevocable and royalty free licence to use the Background Information and any intellectual property rights therein as required to use the Foreground Information and/or the Documents for any purpose.

70.5 The *Consultant* shall highlight to the *Client* any third party intellectual property rights which appear to be relevant to the *Clients* use of the Foreground Information and/or the Documents, and following consultation with the *Client* and insofar as reasonably practicable the *Consultant* shall secure a licence on behalf of the *Client* to use the third party intellectual property rights.

70.6 The *Consultant* shall, following consultation with the *Client* and insofar as reasonably practicable, secure a licence on behalf of the *Client* to use any third party software (except for commonly used and commercially available software) used by the *Consultant* and its Subconsultants in performing the services,

70.7 All licences shall be purchased in consultation with the *Client* so that licence terms appropriate to the intended use of such intellectual property rights or software are obtained.

70.8 The *Consultant* shall indemnify the *Client* and keep the *Client* fully indemnified against all losses which the *Client* may sustain or incur that arise out of allegations that the *Client* has infringed the intellectual property rights of any third party in using the Documents in accordance with this Clause.

70.9 The *Consultant* shall mark any copyright works comprising Foreground Information with the legend © Crown Copyright (insert year of generation of the works)

Contract Data

The Contractor's Contract Data

The Contractor is

Name

Address for communications

Address for electronic communications

The fee percentage is

%

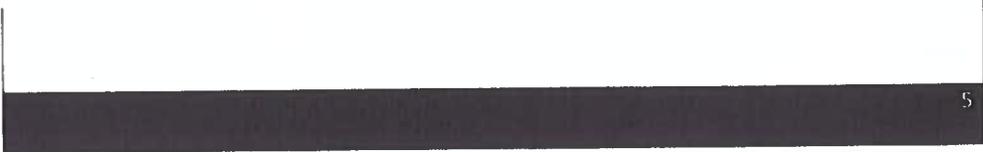
The people rates are

category of person	Unit	rate
<input type="text" value="n/a"/>	<input type="text" value="n/a"/>	<input type="text" value="n/a"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

The published list of Equipment is

The percentage for adjustment for Equipment is

% (state plus or minus)



The Contractor's Offer and Client's Acceptance

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

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

Refer to pricing doc

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

Refer to pricing doc

Signed on behalf of the Contractor

Name Ashley Grace-O'Neill

Position Commercial Manager

Signature 

Date 16th January 2024

The Client accepts the Contractor's Offer to Provide the Service

Signed on behalf of the Client

Name SAMANTHA MACAULAY

Position COMMERCIAL MANAGER

Signature 

Date 17/1/24

Scope

3 Constraints on how the Contractor Provides the Service

State any constraints on the sequence and timing of work and on the methods and conduct of work including the requirements for any work by the Client.

The Consultant must provide the services in compliance with the Client's site policies and specifications available for inspection on site.

4 Requirements for the plan

State whether a plan is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.

Scope

5 Services and other things provided by the *Client*

Describe what the *Client* will provide, such as services (including water and electricity) and "free Issue" Plant and Materials and equipment.

ITEM	DATE BY WHICH IT WILL BE PROVIDED
Electricity	At all times

Scope

6 Property affected by the service

Give information about any property affected by the *service* and any other information which is likely to affect the *Contractor's* work.

All properties on the Dstl Estate – Porton Down and Portsmouth West

