

Short Contract

A contract between **The Medical Research Council (MRC) – Harwell Institute**

and

.....

.....

for **FM18011 Building Management system**

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Contract Data

The *Employer* is

Name MRC Harwell Institute
Address Nineteenth Street, Didcot, ON11 ORD
Telephone
E-mail address

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

Name
Address MRC Harwell Institute, Engineering and Estates Department
Telephone
E-mail address

The authority of the *Employer's Agent* is

Head of Engineering & Estates

The *service* is FM18011 Building Management system
.....

The *starting date* is 01/05/2018

The *service period* is 24 + 12 months.

The *period for reply* is 2 weeks.

The *assessment day* is the Last working day of each month.

Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply? Yes / ~~No~~ (delete as appropriate)

Contract Data

The *Adjudicator* is

Name RICS

Address RICS Contact Centre, Survey Court, Westwood Way, Coventry, CV4 8JE

Telephone +44 (0)870 333 1600

E-mail address contactrics@rics.org

The interest rate on late payment is 0.5 % 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 £5,000,000 for any one event.

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

The minimum amount of cover for the first insurance stated in the Insurance Table is £5,000,000

The minimum amount of cover for the third insurance stated in the Insurance Table is £5,000,000

The minimum amount of cover for the fourth insurance stated in the Insurance Table is £1,000,000

The *Adjudicator nominating body* is Royal Institute of Chartered Surveyors

The *tribunal* is Arbitration

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

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 Contractor 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.

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

Clause 3

The Employer, shall at any time have the right for convenience to terminate the Contractor reduce the quantity of Supplies or Services to be provided by the Contractor in each case by giving to the Contractor reasonable written notice. During the period of notice Employer may direct the Contractor to perform all or any of the work under the Contract. Where Employer has invoked either of these rights, the Contractor may claim reasonable costs necessarily and properly incurred by him as a result of the termination or reduction, excluding loss of profit, provided that the claim shall not exceed the total cost of the Contract.

Clause 7

Modern Slavery Act 2015

During the Term or any extension of this Contract, Employer is committed to ensuring that its supply chain complies with the above Act. The Contractor shall provide such assurances, on the anniversary of the commencement date or completion of the Contract, if less than 12 months.

The Contractor shall provide a report 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 reserve to sole 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. Any financial burden incurred by the Contractor in doing so shall not be reimbursable.

Clause 8

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 9

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 an 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 10

Cyber Essentials Questionnaire

The Contractor agrees that during any term or extension at the sole discretion of Employer to complete the attached questionnaire as many times as is required within (14 days) from notice to do so and shall send this information as directed by Employer. Employer is required to provide such assurances to comply with government legislation. Any financial burden associated with the completion and submission of this questionnaire incurred by the Contractor shall not be reimbursable.



Copy of Statement
of Assurance Questio

Clause 11

General Data Protection Regulations (GDPR)

The Contractor warrants that that it shall under this Contract:

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

- 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 pseudonymising and encrypting personal data as appropriate;
- only use a sub-processor with the Employers formal written consent (specific or general, although where general consent is obtained processors must notify all and any changes to the Employer, giving them an opportunity to object);
- flow down the same contractual obligations to sub-processors;
- notify the Employer without undue delay data breaches;
- assist the Employer in responding to requests from individuals (data subjects) exercising their rights; assist the Employer in complying with the obligations relating to security, breach notification, DPIAs and consulting with supervisory authorities;
- delete or return as instructed Employers all personal data at the end of the Contract (unless storage is required by EU/member state law);
- make available to the Employer all information necessary to demonstrate compliance; allow/contribute to audits (including inspections); and inform the Employer if its instructions infringe data protection law.

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

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

For the avoidance of doubt this clause shall require the 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 when this comes into force and supersedes as appropriate any existing Data Act.

Clause 12

UK Research Council and Innovation will be established as a body corporate in accordance with the Higher Education and Research Act 2017. During the duration of this Contract it is possible that the transfer of title of the named Employer within the Contract Data section may be change to UKRI. If this is applicable then this would be managed in accordance with the following clause.

Transfer to UKRI, Assignment and Subcontracting – UK Law Agreements

The parties acknowledge and agree that on and with effect from the date on which the UKRI Property Transfer Scheme becomes effective in accordance with its terms (the Scheme Effective Date):

- a. All rights and benefits of **Natural Environment Research Council** Employer arising out of or in connection with this agreement; and
- b. All obligations and liabilities of the Contracting Authority arising out of or in connection with this agreement,
- c. Shall (in each case) be transferred to United Kingdom Research and Innovation in accordance with the provisions of that transfer scheme and otherwise on the basis set out in Schedule 10 to the Higher Education and Research Act 2017.

The parties agree that on and with effect from the Scheme Effective Date:

Where there is a reference to the Contracting Authority in this agreement, it shall be construed as a reference to UKRI; and

The Supplier shall provide such assistance as the Contracting Authority, UK SBS acting as an agent on behalf of the Contracting Authority or UKRI may reasonably require for the purpose of giving to UKRI the full benefit of this agreement.

In this clause UKRI Property Transfer Scheme means a property transfer scheme made by the Secretary of State in accordance with the provisions of Schedule 10 to the Higher Education and Research Act 2017."

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.

Clause 13

Novation of Contract

The Contractor shall acknowledge that the Contract is due to novate on or after the 1st of December 2018 when the Centre for Ecology and Hydrology will become an independent institute to the NERC. The Contractor shall make preparations for and oblige with the request for novation when requested by CEH.

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

The Price List is in two parts. Part 1 is for work described in the Service Information not requiring the *Employer* to issue a Task Order. Part 2 is for work to be carried out within a stated period of time on a Task by Task basis and instructed by Task Order. The *service* may comprise work under Part 1 only or Part 2 only or a mix of both.

Entries in the first four columns of Part 1 of the Price List are made either by the *Employer* or the tenderer. Entries in the first four columns of Part 2 of the Price List would normally be made by the *Employer* as the Party most likely to know the kind of work which will be instructed by the issue of Task Orders. The tenderer then enters a rate for each item and multiplies it by the Expected quantity to produce the Price to be entered in the final column.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only, the Unit, Expected quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters a rate for each item and multiplies it by the Expected quantity to produce the Price, to be entered in the final column.

If the *Contractor* is to be paid a Price for an item proportional to the length of time for which a service is provided, a unit of time is stated in the Unit column and the expected length of time (as a quantity of the stated units of time) is stated in the Expected quantity column.

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					<input type="text"/>

PART 2

Item number	Description	Unit	Quantity	Rate	Price
.....
.....
.....
The total of the Prices for Part 2					<input type="text"/>

Service Information

1 Description of the *service*

As per details contained within FM18011 Invitation to Quote and Supporting Documentation

2 Specifications

Title

Date or revision

Tick if publicly available

As per details contained within FM18011 Invitation to Quote and Supporting Documentation

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Service Information

3 Constraints on how the *Contractor* Provides the Service

As per details contained within FM18011 Invitation to Quote and Supporting Documentation 4
Requirements for the plan

4 Requirements for the plan

As per details contained within FM18011 Invitation to Quote and Supporting Documentation 4
Requirements for the plan

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Service Information

5 Services and other things provided by the *Employer*

Item

Date by which it
will be provided

As per details contained within FM18011 Invitation to Quote and Supporting Documentation 4
Requirements for the plan

8

Service Information

6 Property affected by the *service*

As per details contained within FM18011 Invitation to Quote and Supporting Documentation 4 Requirements for the plan

Task Order

Task Order form for use when work within the *service* is instructed to be carried out within a stated time period of time on a Task by Task basis

Task Order No *service*
To
..... (Contractor)

I propose to instruct you to carry out the following task

Description
.....
.....
Starting date
Completion date
Delay damages per week
.....

Please submit your price and programme proposals below.

Signed Date
(for Employer)

Total of Prices for items of work on the
Price List (details attached)

Total of Prices for items of work not on the
Price List (details attached) _____

The programme for the Task is [ref] (attached)

Signed Date
(for Contractor)

I accept the above price and programme and instruct you to carry out the Task

Signed Date
(for Employer)