

CONTRACT DATA

Part one – Data provided by the Employer

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

Statements given in all contracts

1 General

- The *conditions of contract* are the core clauses and the clauses for main Option **A**, dispute resolution Option **W1** and secondary Options **X1, 11, 13, 18** of the NEC3 Professional Services Contract April 2013.

- The *Employer* is

Name: **Medical Research Council**

Address : **2nd Floor, David Phillips Building, Polaris House, North Star Avenue, Swindon, SN2 1FL**

- The *Adjudicator* is

Name

Address

- The *services* are

Quantity Surveying & Project Quantity Surveying Services

- The *Scope* is in

The tender documentation

- The *language of this contract* is **English**
- The *law of the contract* is the **law of England**
- The *period for reply* is **2** weeks.
- The *period for retention* is **N/A** years following Completion or earlier termination.
- The *Adjudicator nominating body* is Royal Institute for Chartered Surveyors
- The *tribunal* is **arbitration**
- The following matters will be included in the Risk Register

N/A

2 The Parties' main responsibilities

- The *Employer* provides access to the following persons, places and things

access to **access date**

data required for the relevant projects N/A

the relevant sites as required

3 Time

- The *starting date* is **28th February 2016**

The *Consultant* submits revised programmes at intervals no longer than **N/A** weeks.

4 Quality

- The *quality policy statement* and *quality plan* are provided within **N/A** of the Contract Date.

- The *defects date* is **N/A** weeks after Completion of the whole of the *services*.

- The *assessment interval* is **monthly**

- The *currency of this contract* is **Pound Sterling**

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

5 Payment

8 Indemnity, insurance and liability

rate of the Bank of England.

- The amounts of insurance and the periods for which the *Consultant* maintains insurance are

Event	cover	period following Completion of the whole of the services or earlier termination
failure of the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the services	£1,000,000 in respect of each claim, without limit to the number of claims	12 months
death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	N/A in respect of each claim, without limit to the number of claims	
death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	N/A in respect of each claim, without limit to the number of claims

- The *Employer* provides the following insurances
Professional Indemnity Insurance, Public Liability Insurance
 - The *Consultant's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than the excluded matters, is limited to **£1,000,000**

Optional statements

If the *Employer* has decided the completion date for the whole of the services

The *completion date* for the whole of the services is **N/A**

If no programme is identified in part two of the Contract Data

The *Consultant* is to submit a first programme for acceptance within **N/A** weeks of the Contract Date.

If the *Employer* has identified work which is to meet a stated condition by a key date

- The *key dates* and *conditions* to be met are

Project	Start	Completion	Comment
MRC HARWELL			
<i>MLC Store</i>			subject to funding approval
Tender exercise for main contract	01.04.2016	30.05.2016	
Construction works	01.06.2016	31.03.2017	
<i>MLC Training Centre</i>			subject to funding approval
Pre-contract role	01.04.2016	31.03.2017	
Post Contract role	01.04.2017	30.09.2018	

CBSU EXPANSION			
Pre-Contract Role	01.03.2016	30.04.2016	cost estimates
Post- contract role	01.06.2016	31.03.2017	
CSC REFURBISHMENT			subject to funding approval
Pre-Contract Role	01.07.2016	30.09.2016	for cost estimates

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

- The period within which payments are made is **N/A**.

If Y(UK)2 is used and the final date for payment is not 14 days after the date when payment is due

- The period for payment is **Monthly**

If the *Employer* states any expenses

- The expenses stated by the *Employer* are

item	amount
N/A	N/A

If the *tribunal* is arbitration

- The *arbitration procedure* is

RICS procedures

- The place where arbitration is to be held is

London

- 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

President of the RICS

If this contract is a subcontract and the main contract provides for joint adjudication of disputes

- The main contract Adjudicator is **N/A**

If Option A is used

- The *Consultant* prepares forecasts of the total expenses at intervals no longer than **4** weeks.

If Option C, E or G is used

- The *Consultant* prepares forecasts of the total Time Charge and expenses at intervals no longer than **4** weeks.
- The *exchange rates* are those published in **N/A** on **N/A** (date).

If Option X1 is used

- The *index* is **Retail Price Index**

If Option X2 is used

The *law of the project* is **N/A**

If Option X3 is used

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

items and activities	other currency	total maximum payment

- The authority of the *Employer's Agent* is
N/A

If Option X12 is used

- The *Client* is
Name N/A
Address N/A.
- The *Client's* objective is
N/A
- The Partnering Information is in
N/A

If Option X13 is used

- The amount of the performance bond is N/A .

If Option X18 is used

- The *Consultant's* liability to the *Employer* for indirect or consequential loss is limited to **£5,000,000**.
- The *Consultant's* liability to the *Employer* for Defects that are not found until after the *defects date* is limited to **£5,000,000**
- The *end of liability date* is N/A years after Completion of the whole of the *services*.

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

- The *incentive schedule* for Key Performance Indicators is in N/A
- A report of performance against each Key Performance Indicator is provided at intervals of N/A months.

If Option Y(UK)1 is used and the *Employer* is to pay any charges made and is paid any interest paid by the *project bank*

- The *Employer* is to pay any charges made and is paid any interest paid by the *project bank*.

If Option Y(UK)3 is used

- | | |
|--------|------------------------|
| • term | person or organisation |
| N/A | N/A |
| N/A | N/A |
| N/A | N/A. |
| N/A | N/A. |

If Options Y(UK)1 and Y(UK)3 are both used - NA

- | | |
|---------------------------------|------------------------|
| • term | person or organisation |
| The provisions of Option Y(UK)1 | Named Suppliers |

Part two – Data provided by the Consultant

Comment [HPU1]: Completed by supplier post tender

Statements given in all contracts

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

- The *Consultant* is

Name

Address

.....

- The *key people* are

(1) Name

Job

Responsibilities

Qualifications

Experience

(2) Name

Job

Responsibilities

Qualifications

Experience

- The *staff rates* are

name/designation	rate
.....
.....

- The following matters will be included in the Risk Register

.....

.....

.....

.....

Optional statements

If the *Consultant* is to decide the *completion date* for the whole of the services

- The *completion date* for the whole of the services is

.....

If a programme is to be identified in the Contract Data

- The programme identified in the Contract Data is

.....

If the *Consultant* states any expenses

- The *expenses* stated by the *Consultant* are

item	amount
.....
.....

If the *Consultant* requires additional access

- The *Employer* provides access to the following persons, places and things

access to	access date
.....
.....

If Option A or C is used

- The *activity schedule* is

- The tendered total of the Prices is

If Option G is used

- The *task schedule* is

If Option Y(UK)1 is used

- The *project bank* is
- *named suppliers* are