

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 **x11, x18** 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 **Royal Institute for Chartered Surveyors**

Address **12 Great George Street, London SW1P 3AD**

- The *services* are

Design of Molecular Biology Laboratory in Fajara

- 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 1 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

Ground condition risk

2 The Parties' main responsibilities

- The *Employer* provides access to the following persons, places and things
- | | |
|---|------------------|
| access to | access date |
| existing design and surveys | upon appointment |
| local site for design and survey purposes | upon appointment |
| shared web portal (HUDDLE) | upon appointment |

3 Time

- The *starting date* **30.08.2016**

The *Consultant* submits revised programmes at intervals no longer than 6 weeks.

4 Quality

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

- The *defects date* is 52 weeks after Completion of the whole of the *services*.

5 Payment

- 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**

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 **4weeks**.

If Option C, E or G is used

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

If Option C is used

- The Consultant's share percentages and the share ranges are
- | share range | Consultant's share percentage |
|-----------------------------------|-------------------------------|
| less than N/A % | N/A % |
| from N/A % to N/A % | N/A % |
| from N/A % to N/A % | N/A % |
| greater than N/A % | N/A % |

If Option X1 is used

- The index is **N/A**.

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 in the currency
N/A	N/A	N/A

- The exchange rates are those published in **N/A** on **N/A** (date).

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. £1,000,000
- The *end of liability date* is . 2. 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

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

If Option Z is used: All documentation produced in the process of this work (surveys, design, etc.) will become property of the MRC.

Clause 1

Freedom of Information Act and the Environmental Information Regulations

The (SUPPLIER) shall provide all assistance to enable the (UK SBS) and/or its c with any request received under the Freedom of Information Act 20(Environmental Information Regulations should either be applicable to the (UK S

In no event shall the (SUPPLIER) or its Subcontractors respond directly to Information unless expressly authorised to do so by the (UK SBS).

Clause 2

Transparency

- (v) Where a third party starts court proceedings against the (UK SBS) and obtains a declaration that the (CONTRACT) is ineffective or should be set aside under Regulations 98 to 101 of the Public Contracts Regulations 2015, which the (UK SBS) has a reasonable prospect of success.

Such termination shall be effective immediately or at such later date as is specified in the notice. The (UK SBS) shall not incur any liability to the (SUPPLIER) by reason of termination and shall not be required to pay any costs, losses or damages to the (SUPPLIER). Termination under this clause shall be without prejudice to any other rights of the (UK SBS).

Termination Para 2

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

Clause 4

Payment to other parties

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

- (i) any payment due from the (SUPPLIER) 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 due;
- (ii) any invoices for payment submitted by the subcontractor are considered to be correct and verified by the (SUPPLIER) in a timely fashion and that undue delay in payment is not to be sufficient justification for failing to regard an invoice as valid and undisputed;
- (i) ; 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) and (ii) of this Clause [insert clause number], subject to suitable amendments to reflect the identities of the relevant parties.

Clause 5

Sub-contractors

The (UK SBS) may (without cost to or liability of the (UK SBS)) require the (SUPPLIER) to replace any subcontractor where in the reasonable opinion of the (UK SBS) any of the discretionary grounds for exclusion referred to in Regulation 57 of the Public Contracts Regulations 2015 apply to the subcontractor.

Clause 6

Timber Procurement Policy

4. [Contracting Authority's] Right to Reject Timber

4.1 [The Contracting Authority] reserves the right to reject any Timber and wood-d products that do not comply with [the Contract Specification]. [The Contracting Au reserves the right to reject any Timber and wood-derived products that do not con requirements of the social criteria defined in section 1.2 above.

Where the [Contracting Authority] exercises its right to reject any Timber and woor products, [the Contractor] shall supply alternative Timber and wood-derived produ so comply, at no additional cost to [the Contracting Authority] and without causing Contract] completion period.

Signed Name in Capitals:-



REDACTED

For and on behalf of [the Contractor]:- The Austin Company of UK Ltd

Date:- 20/09/2016

Part two – Data provided by the Consultant

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

Statements given in all contracts

- The Consultant is

Name **The Austin Company of UK Ltd**

Address **Cardinal Point, Park Road, Rickmansworth, Hertfordshire WD3 1RE.**

- The key people are

(1) Name

Job **Architectural Section Head**

Responsibilities **Leading the design element of the project**

Qualifications **Dip Arch. BA Architecture**

Experience **25 years in the construction industry in science sector**

(2) Name

Job **Director of Facilities Development**

Responsibilities **Overall responsible for project delivery**

Qualifications **RIBA, ARB Dip Arch**

Experience **36 years of design and management experience.**

- The staff rates are - see

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 **to be determined with MRC**

If a programme is to be identified in the Contract Data

- The programme identified in the Contract Data is **N/A**

If the Consultant states any expenses

- The expenses stated by the Consultant are

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 **£88,645**

If Option G is used

- The task schedule is

If Option Y(UK)1 is used

- The project bank is
- named suppliers are