



Professional Service Contract

Contract Data Forms

June 2017

(with amendments January 2019)

Sep 2, 2022

FOIA Section 40 Personal Information

Date.....~~10th August~~.....~~202~~

PROFESSIONAL SERVICES CONTRACT

Incorporating the NEC4 Professional Service Contract June 2017 (with amendments January 2019)

Between

UNITED KINGDOM RESEARCH AND INNOVATION (UKRI)

and

BURO HAPPOLD LIMITED

For the provision of

**Feasibility Study for the NET Zero Target of the Medical
Research Council Science Estate**

This Agreement is made on Sep 2, 2022

Between:

- (1) **United Kingdom Research and Innovation** whose registered office is at Polaris House, North Star Avenue, Swindon, England, SN2 1FL (“**Client**”); and
- (2) **Buro Happold Limited** (Company number: 02049511 whose registered office is at Camden Mill, Lower Bristol Road, Bath, Somerset, BA2 3DQ (the “**Consultant**”).

Background:

- (A) The Client wishes to appoint the Consultant to carry out engineering consultancy services (the “**Services**”) on the terms and conditions of this Contract.
- (B) The Consultant has agreed to enter into this Contract on the *conditions of contract* set out in this Contract.

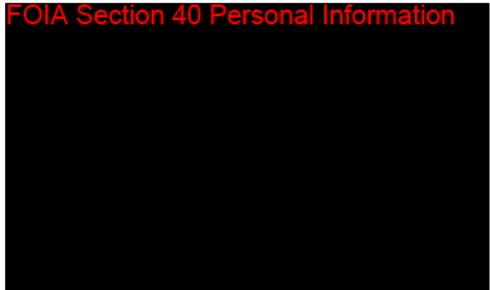
The parties agree:

1. The Consultant shall perform and complete the Services in accordance with the *conditions of contract*.
2. The Client will pay the Consultant such sums as shall become under the Contract and in accordance with the *conditions of contract*.
3. The documents listed in the Contract Schedule form part of this Sub-Contract.

IN WITNESS whereof the parties have executed this Sub-Contract as a deed and delivered it the day and year first before written.

Executed as a deed by
**United Kingdom Research
and Innovation** acting by:

FOIA Section 40 Personal Information



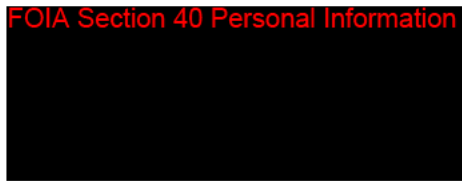
.(signature)

.(signature)

Executed as a deed by
Buro Happold Limited acting by
two Directors Members **OR** a Director and a Company Secretary
OR a Director and Authorised Signatory:

[PRINT NAME] (Director)

FOIA Section 40 Personal Information



...(signature)

[PRINT NAME] (Director) **OR** (Company Secretary) **OR** (Authorised Signatory)

FOIA Section 40 Personal Information



(signature)

Contract Schedule

1. NEC4 Professional Service Contract June 2017 (with amendments January 2019), INCORPORATED BY REFERENCE.
2. CONTRACT DATA PROVIDED BY *THE CLIENT*
3. ADDITIONAL CONDITIONS OF CONTRACT
4. CONTRACT DATA PROVIDED BY THE *CONSULANT*
5. SCOPE – [*Appendix A_ Specification for MRC Zero Carbon Feasibility Study_UKRI-1947*]
6. PROGRAMME – [*Work Schedule submitted in Q6.6 of the tender bid*]
7. PRICES – [*Appendix B_ Price Schedule*]

Contract Data

PART ONE – DATA PROVIDED BY THE CLIENT

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

1 General

The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Professional Service Contract June 2017 (with amendments January 2019)

Main Option Option for resolving and avoiding disputes

Secondary Options

The *service* is

The *Client* is

Name

Address for communications

Address for electronic communications

The *Service Manager* is

Name

Address for communications

Address for electronic communications

The *Scope* is in

The *language of the contract* is

The *law of the contract* is the law of

The *period for reply* is except that

• The *period for reply* for is

• The *period for reply* for is

The *period for retention* is year(s) following Completion or earlier termination

The following matters will be included in the Early Warning Register

Early warning meetings are to be held at intervals no longer than

2 The *Consultant's* main responsibilities

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

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

	<i>condition</i> to be met	<i>key date</i>
(1)	<input type="text" value="Submission of condition survey"/>	<input type="text" value="30<sup>th</sup> October 2022"/>
(2)	<input type="text" value="Submission of Environmental Performance Assessment"/>	<input type="text" value="30<sup>th</sup> November 2022"/>
(3)	<input type="text" value="Presentation draft report on options and option appraisals"/>	<input type="text" value="31<sup>st</sup> February 2023"/>

If Option A is used

The *Consultant* prepares forecasts of the total *expenses* at intervals no longer than

If Option C or E is used

The *Consultant* prepares forecasts of the total Defined Cost plus Fee and *expenses* at intervals no longer than

3 Time

The *starting date* is

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

	access	access date
(1)	All facilities in scope	18 th July 2022
(2)		
(3)		

The *Consultant* submits revised programmes at intervals no longer than

If the *Client* has decided the *completion date* for the whole of the *service*

The *completion date* for the whole of the *service* is

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

The period after the Contract Date within which the *Consultant* is to submit a first programme for acceptance is

4 Quality management

The period after the Contract Date within which the *Consultant* is to submit a quality policy statement and quality plan is

The period between Completion of the whole of the *service* and the *defects date* is

5 Payment

The *currency of the contract* is the

The *assessment interval* is

If the *Client* states any *expenses*

The *expenses* stated by the *Client* are

item	amount
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

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

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

If Option C or E is used and the *Client* states any locations

The locations for which the *Consultant* provides a charge for the cost of support people and office overhead are

If Option C is used

The *Consultant's share percentages* and the *share ranges* are

<i>share range</i>	<i>Consultant's share percentage</i>
less than <input type="text"/> %	<input type="text"/> %
from <input type="text"/> % to <input type="text"/> %	<input type="text"/> %
from <input type="text"/> % to <input type="text"/> %	<input type="text"/> %
greater than <input type="text"/> %	<input type="text"/> %

If Option C or E is used

The *exchange rates* are those published in
 on (date)

6 Compensation events

If there are additional events

These are additional compensation compensation

8 Liabilities and insurance

If there are additional *Client's* liabilities

These are additional *Client's* liabilities

- (1)
- (2)
- (3)

The minimum amount of cover and the periods for which the *Consultant* maintains insurance are

EVENT	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICE OR TERMINATION
The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	FOIA Section 43 Commercial	12 months
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the Service	FOIA Section 43 Commercial	0 months
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 the contract	FOIA Section 43 Commercial	0 months

If the *Client* is to provide any of the insurances stated in the Insurance Table

The *Client* provides these insurances from the Insurance Table

(1) Insurance against	
Minimum amount of cover is	
The deductibles are	
(2) Insurance against	
Minimum amount of cover is	
The deductibles are	
(3) Insurance against	
Minimum amount of cover is	
The deductibles are	

If additional insurances are

The *Client* provides these additional insurances to be provided

(1) Insurance against	
Minimum amount of cover is	
The deductibles are	
(2) Insurance against	
Minimum amount of cover is	
The deductibles are	
(3) Insurance against	
Minimum amount of cover is	
The deductibles are	

The *Consultant* provides these additional insurances

(1) Insurance against	
Minimum amount of cover is	
The deductibles are	
(2) Insurance against	
Minimum amount of cover is	
The deductibles are	
(3) Insurance against	
Minimum amount of cover is	
The deductibles are	

The *Consultant's* total liability to the *Client* for all matters arising under or in connection with the contract, other than the excluded matters is limited to

FOIA Section 43 Commercial
[Redacted]

Resolving and avoiding disputes

The *tribunal* is

The Courts of England and Wales

If the *tribunal* is arbitration

The *arbitration procedure* is

RICS Procedure

The place where arbitration
is to be held is

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

UK Research and Innovation

The *Senior Representatives* of the *Client* are

Name (1)

Address for communications

Medical Research Council
David Philips Building, Polaris House
North Star Avenue, Swindon, SN2 1FL

Address for electronic communications

Name (2)

Address for communications

Camden Mill, Lower Bristol Road,
Bath, BA2 3DQ

Address for electronic communications

The *Adjudicator* is

Name

Address for communications

Address for electronic communications

The *Adjudicator nominating body* is

X1: Price adjustment for inflation (used only with Options A and C)

If Option X1 is used

The proportions used to calculate the Price Adjustment Factor are

0.	<input type="text"/>	linked to the index for	<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>	non-adjustable	<input type="text"/>
1.00	<input type="text"/>		

The *base date* for indices is

These indices are

X2: Changes in the law

If Option X2 is used

The *law of the project* is

X3: Multiple currencies (used only with Option A)

If Option X3 is used

The *Client* will pay for the items or activities listed below in the currencies stated items and

activities	other currency	total maximum payment in the currency
<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 *exchange rates* are those published in
on (date)

X5: Sectional Completion

If Option X5 is used

The *completion date* for each section of the *service* is

section	description	completion date
(1)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>
(4)	<input type="text"/>	<input type="text"/>

X6: Bonus for early Completion

If Option X6 is used without Option X5 The bonus for the whole of the *service* is per day

If Option X6 is used with Option X5 The *bonus* for each *section* of the *service* is

<i>section</i>	<i>description</i>	<i>amount per day</i>
(1)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>
(4)	<input type="text"/>	<input type="text"/>
The bonus for the remainder of the <i>service</i> is		<input type="text"/>

X7: Delay damages

If Option X7 is used without Option X5 Delay damages for Completion of the whole of the *service* are per day

If Option X7 is used with Option X5 Delay damages for each *section* of the *service* are

<i>section</i>	<i>description</i>	<i>amount per day</i>
(1)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>
(4)	<input type="text"/>	<input type="text"/>
The delay damages for the remainder of the <i>service</i> are		<input type="text"/>

X8: Undertakings to Others

If Option X8 is used The *undertakings to Others* are provided to

<input type="text"/>
<input type="text"/>

X10: Information modelling

If Option X10 is used

If no *information execution plan* is identified in part two of the Contract Data

The period after the Contract Date within which the *Consultant* is to submit a first Information Execution Plan for acceptance is

X12: Multiparty collaboration (not used with Option X20)

If Option X12 is used

The *Promoter* is

The Schedule of Partners is in

The *Promoter's objective* is

The Partnering Information is in

X13: Performance bond

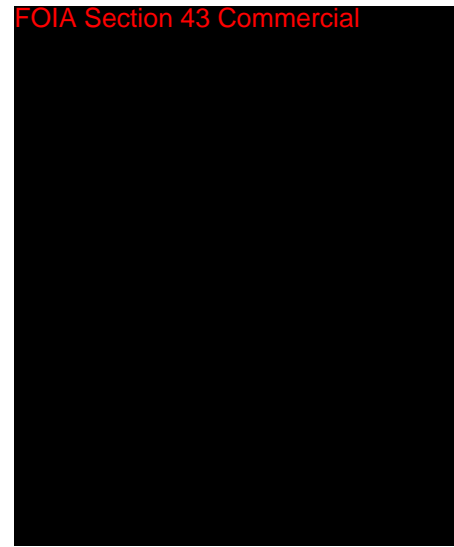
If Option X13 is used

The amount of the performance bond is

X18: Limitation of liability

If Option X18 is used

The *Consultant's* liability to the *Client* for indirect or consequential loss is limited to



The *Consultant's* liability to the *Client* for Defects that are not found until after the *defects date* is limited to



The *end of liability date* is years after the Completion of the whole of the *service*

X20: Key Performance Indicators (not used with Option X12)

If Option X20 is used

The *incentive schedule* for Key Performance Indicators is in

A report of performance against each Key Performance Indicator is provided at intervals of

 months

Y(UK)1: Project Bank Account

Charges made and interest the paid by the *project bank*

The *Consultant is / is not* to pay any charges made and to be paid any interest paid by *project bank* (Delete as applicable)

Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

If Option Y(UK)2 is used and the final date for payment is not fourteen days after the date on which payment becomes due

The period for payment is days after the date on which payment becomes due

Y(UK)3: The Contracts (Rights of Third Parties) Act 1999

If Option Y(UK)3 is used

term

beneficiary

<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

If Y(UK)3 is used with

term

beneficiary

Y(UK)1 the following entry is added to the table for Y(UK)3

The provisions of
Options Y(UK)1

Named Suppliers

Clause 1 – Additional defined terms

- 1.1 Client Confidential Information is all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and contractors of the *Client*, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential.
- 1.2 Client Data is the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and
- which are supplied to the *Consultant* by or on behalf of the *Client*,
 - which the *Consultant* is required to generate, process, store or transmit pursuant to this contract or
 - which are any Personal Data for which the *Client* is the Data Controller to the extent that such Personal Data is held or processed by the Consultant.
- 1.3 Commercially Sensitive Information is the information agreed between the Parties (if any) comprising the information of a commercially sensitive nature relating to the Consultant, the charges for the works, its IPR or its business or which the Consultant has indicated to the Client that, if disclosed by the Client, would cause the Consultant significant commercial disadvantage or material financial loss.
- 1.4 Confidential Information is the Client's Confidential Information and/or the Consultant's Confidential Information.
- 1.5 Contracting Body is any Contracting Body as defined in Regulation 5(2) of the Public Contracts (Services, Service and Supply) (Amendment) Regulations 2000 other than the Client.
- 1.6 Consultant's Confidential Information is any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and contractors of the Consultant, including IPRs, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential, including the Commercially Sensitive Information.
- 1.7 Crown Body is any department, office or agency of the Crown.
- 1.8 Data Controller has the meaning given to it in the Data Protection Act 2018.
- 1.9 DOTAS is the Disclosure of Tax avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notable arrangements or proposals and

to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992.

- 1.10 Environmental Information Regulations is the Environmental Information Regulations 2004 or, if applicable, the Environmental Information Regulations (Scotland) 2004 and any guidance and/or codes of practice issued by the Information Commissioner in relation to such regulations.
- 1.11 FOIA is the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation.
- 1.12 General Anti-Abuse Rule is
- the legislation in Part 5 of the Finance Act 2013 and
 - any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements and to avoid national insurance contributions.
- 1.13 Halifax Abuse Principle is the principle explained in the CJEU Case C-255/02 Halifax and others.
- 1.14 Intellectual Property Rights or "IPRs" is
- copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trademarks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information,
 - applications for registration, and the right to apply for registration, for any of the rights listed in the first bullet point that are capable of being registered in any country or jurisdiction,
 - all other rights having equivalent or similar effect in any country or jurisdiction and
 - all or any goodwill relating or attached thereto.
- 1.15 Law is any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, and Section 4 of the European Union (Withdrawal Act 2018), regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Consultant is bound to comply under the law of the contract.
- 1.16 An Occasion of Tax Non-Compliance is
- where any tax return of the Consultant submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of

- a Relevant Tax Authority successfully challenging the Consultant under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle or
- the failure of an avoidance scheme which the Consultant was involved in, and which was, or should have been, notified to a Relevant Tax Authority under DOTAS or any equivalent or similar regime and

1.17 Personal Data has the meaning given to it in the Data Protection Act 2018.

1.18 Prohibited Act is:

to directly or indirectly offer, promise or give any person working for or engaged by the Client or other Contracting Body or any other public body a financial or other advantage to

- induce that person to perform improperly a relevant function or activity or
- reward that person for improper performance of a relevant function or activity,

to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this contract,

- committing any offence
- under the Bribery Act 2010 (or any legislation repealed or revoked by such Act),
- under legislation or common law concerning fraudulent acts or
- defrauding, attempting to defraud or conspiring to defraud the Client or

any activity, practice or conduct which would constitute one of the offences listed above if such activity, practice or conduct had been carried out in the UK.

1.19 Request for Information is a request for information or an apparent request under the Code of Practice on Access to government Information, FOIA or the Environmental Information Regulations.

1.20 Relevant Requirements are all applicable Laws relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

1.21 Relevant Tax Authority is HM Revenue & Customs, or, if applicable, a tax authority in the jurisdiction in which the Consultant is established.

1.22 Security Policy means the Client's security policy attached as Appendix 1 to Contract Schedule J (Security Provisions) as may be updated from time to time.

Clause 2 - Admittance to site

- 2.1 The *Consultant* submits to the *Service Manager* details of people who are to be employed by it and its Subcontractors in Providing the Services. The details include a list of names and addresses, the capabilities in which they are employed, and other information required by the *Service Manager*.
- 2.2 The *Service Manager* may instruct the *Consultant* to take measures to prevent unauthorised persons being admitted to the Affected Property.
- 2.3 Employees of the *Consultant* and its Subcontractors are to carry a *Client's* pass and comply with all conduct requirements from the *Client* whilst they are on the parts of the Affected Property identified in the Scope.
- 2.4 The *Consultant* submits to the *Service Manager* for acceptance a list of the names of the people for whom passes are required. On acceptance, the *Service Manager* issues the passes to the *Consultant*. Each pass is returned to the *Service Manager* when the person no longer requires access to that part of the Affected Property or after the *Service Manager* has given notice that the person is not to be admitted to the Affected Property.
- 2.5 The *Consultant* does not take photographs of the Affected Property or of work carried out in connection with the *works* unless it has obtained the acceptance of the *Service Manager*.
- 2.6 The *Consultant* takes the measures needed to prevent its and its Subcontractors' people taking, publishing or otherwise circulating such photographs.

Clause 3 - Prevention of fraud and bribery

3.1 The *Consultant* represents and warrants that neither it, nor to the best of its knowledge any of its people, have at any time prior to the Contract Date

- committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act or
- been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

3.2 During the carrying out of the *works* the *Consultant* does not

- commit a Prohibited Act and
- do or suffer anything to be done which would cause the *Client* or any of the *Client's* employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

3.3 In Providing the Services the Consultant

- establishes, maintains and enforces, and requires that its Subcontractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act,
- keeps appropriate records of its compliance with this contract and make such records available to the *Client* on request and
- provides and maintains and where appropriate enforces an anti-bribery policy (which shall be disclosed to the *Client* on request) to prevent it and any *Consultant's* people or any person acting on the *Consultant's* behalf from committing a Prohibited Act.

3.4 The Consultant immediately notifies the Client in writing if it becomes aware of any breach of clause 3.1, or has reason to believe that it has or any of its people or Subcontractors have

- been subject to an investigation or prosecution which relates to an alleged Prohibited Act,
- been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act or
- received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this contract or otherwise suspects that any person or party directly or indirectly connected with this contract has committed or attempted to commit a Prohibited Act.

3.5 If the *Consultant* makes a notification to the *Client* pursuant to clause 3.4, the *Consultant* responds promptly to the *Client's* enquiries, co-operates with any investigation, and allows the *Client* to audit any books, records and/or any other relevant documentation in accordance with this contract.

3.6 If the *Consultant* breaches Clause 3.3, the *Client* may by notice require the *Consultant* to remove from carrying out the *works* any person whose acts or omissions have caused the *Consultant's* breach.

Clause 4 - Legislation and Official secrets

4. The *Consultant* complies with Law in the carrying out of the *works*.

Clause 5 - Freedom of information

5.1 The *Consultant* acknowledges that unless the *Service Manager* has notified the *Consultant* that the *Client* is exempt from the provisions of the FOIA, the *Client* is subject to the requirements of the Code of Practice on Government Information, the FOIA and the

Environmental Information Regulations. The *Consultant* cooperates with and assists the *Client* so as to enable the *Client* to comply with its information disclosure obligations.

5.2 The *Consultant*

- transfers to the *Service Manager* all Requests for Information that it receives as soon as practicable and in any event within two working days of receiving a Request for Information,
 - provides the *Service Manager* with a copy of all information in its possession, or power in the form that the *Service Manager* requires within five working days (or such other period as the *Service Manager* may specify) of the *Service Manager's* request,
 - provides all necessary assistance as reasonably requested by the *Service Manager* to enable the *Client* to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations and
- procures that its Subcontractors do likewise.

5.3 The *Client* is responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the provisions of the Code of Practice on Government Information, FOIA or the Environmental Information Regulations.

5.4 The *Consultant* does not respond directly to a Request for Information unless authorised to do so by the *Service Manager*.

5.5 The *Consultant* acknowledges that the *Client* may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of information Act 2000, be obliged to disclose information without consulting or obtaining consent from the *Consultant* or despite the *Consultant* having expressed negative views when consulted.

5.6 The *Consultant* ensures that all information is retained for disclosure throughout the *period for retention* and permits the *Service Manager* to inspect such records as and when reasonably requested from time to time.

Clause 6 – Confidentiality and Information Sharing

6.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this contract, each Party shall

- treat the other Party's Confidential Information as confidential and safeguard it accordingly,
- not disclose the other Party's Confidential Information to any other person without prior written consent,
- immediately notify the other Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information and
- notify the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

6.2 The clause above shall not apply to the extent that

- such disclosure is a requirement of the Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to clause Z10 (Freedom of Information),
- such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner,
- such information was obtained from a third party without obligation of confidentiality,
- such information was already in the public domain at the time of disclosure otherwise than by a breach of this contract or
- it is independently developed without access to the other party's Confidential Information.

6.3 The *Consultant* may only disclose the *Client's* Confidential Information to the people who are directly involved in Providing the Services and who need to know the information and shall ensure that such people are aware of and shall comply with these obligations as to confidentiality.

The *Consultant* shall not and shall procure that the *Consultant's* people do not, use any of the Client Confidential Information received otherwise than for the purposes of this contract.

6.4 The *Consultant* may only disclose the Client Confidential Information to *Consultant's* people who need to know the information, and shall ensure that such people are aware of, acknowledge the importance of, and comply with these obligations as to confidentiality. In the event that any default, act or omission of any *Consultant's* people causes or contributes (or could cause or contribute) to the *Consultant* breaching its obligations as to confidentiality

under or in connection with this contract, the *Consultant* shall take such action as may be appropriate in the circumstances, including the use of disciplinary procedures in serious cases. To the fullest extent permitted by its own obligations of confidentiality to any *Consultant's* people, the *Consultant* shall provide such evidence to the *Client* as the *Client* may reasonably require (though not so as to risk compromising or prejudicing the case) to demonstrate that the *Consultant* is taking appropriate steps to comply with this clause, including copies of any written communications to and/or from *Consultant's* people, and any minutes of meetings and any other records which provide an audit trail of any discussions or exchanges with *Consultant's* people in connection with obligations as to confidentiality.

6.5 At the written request of the *Client*, the *Consultant* shall procure that those members of the *Consultant's* people identified in the *Client's* request signs a confidentiality undertaking prior to commencing any work in accordance with this contract.

6.6 Nothing in this contract shall prevent the *Client* from disclosing the *Consultant's* Confidential Information

- to any Crown Body or any other Contracting Bodies. All Crown Bodies or Contracting Bodies receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Bodies on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Body,
- to a professional adviser, contractor, consultant, supplier or other person engaged by the *Client* or any Crown Body (including any benchmarking organisation) for any purpose connected with this contract, or any person conducting an Office of Government Commerce Gateway Review,
- for the purpose of the examination and certification of the *Client's* accounts,
- for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the *Client* has used its resources,
- for the purpose of the exercise of its rights under this contract or
- to a proposed successor body of the *Client* in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this contract,

and for the purposes of the foregoing, disclosure of the *Consultant's* Confidential Information shall be on a confidential basis and subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the *Client* under this clause 29.14.

6.7 The *Client* shall use all reasonable endeavours to ensure that any government department, Contracting Body, people, third party or subcontractor to whom the *Consultant's* Confidential Information is disclosed pursuant to the above clause is made aware of the *Client's* obligations of confidentiality.

6.8 Nothing in this clause shall prevent either party from using any techniques, ideas or know-how gained during the performance of the contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of IPR.

6.9 The *Client* may disclose the Confidential Information of the *Consultant*

- to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement,
- to the extent that the *Client* (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions,

Clause 7 – Tax Compliance

Insert new clauses:

7.1 The *Consultant* represents and warrants that at the Contract Date, it has notified the *Client* in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasions of Tax Non-Compliance.

7.2 If, at any point prior to the *defects date*, an Occasion of Tax Non-Compliance occurs, the *Consultant* shall

- notify the *Client* in writing of such fact within 5 days of its occurrence and
- promptly provide to the *Client*
 - details of the steps which the *Consultant* is taking to address the Occasions of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant and
 - such other information in relation to the Occasion of Tax Non-Compliance as the *Client* may reasonably require.

Clause 8 - Fair payment

8.1 The *Consultant* assesses the amount due to a Subcontractor without taking into account the amount certified by the *Service Manager*.

8.2 The *Consultant* includes in the contract with each Subcontractor

- a period for payment of the amount due to the Subcontractor not greater than 5 days after the final date for payment in this contract. The amount due includes, but is not limited to, payment for work which the Subcontractor has completed from the previous assessment date up to the current assessment date in this contract,
- a provision requiring the Subcontractor to include in each subsubcontract the same requirement (including this requirement to flow down, except that the period for payment is to be not greater than 9 days after the final date for payment in this contract and
- a provision requiring the Subcontractor to assess the amount due to a subsubcontractor without taking into account the amount paid by the *Consultant*.

Option 9 - Intellectual Property Rights

“**Document**” means all designs, drawings, specifications, software, electronic data, photographs, plans, surveys, reports, and all other documents and/or information prepared by or on behalf of the *Consultant* in relation to this contract.

9.1 The Intellectual Property Rights in all Documents prepared by or on behalf of the *Consultant* in relation to this contract and the work executed from them remains the property of the *Consultant*. The *Consultant* hereby grants to the *Client* an irrevocable, royalty free, non-exclusive licence to use and reproduce the Documents for any and all purposes connected with the construction, use, alterations or demolition of the *services*. Such licence entitles the *Client* to grant sub-licences to third parties in the same terms as this licence provided always that the *Consultant* shall not be liable to any licensee for any use of the Documents or the Intellectual Property Rights in the Documents for purposes other than those for which the same were originally prepared by or on behalf of the *Consultant*.

9.2 The Client may assign novate or otherwise transfer its rights and obligations under the licence granted pursuant to 22.1 to a Crown Body or to anybody (including any private sector body) which performs or carries on any functions and/or activities that previously had been performed and/or carried on by the Client.

9.3 In the event that the Consultant does not own the copyright or any Intellectual Property Rights in any Document the Consultant uses all reasonable endeavours to procure the right to grant such rights to the Client to use any such copyright or Intellectual Property Rights from any third party owner of the copyright or Intellectual Property Rights. In the event that the Consultant is unable to procure the right to grant to the Client in accordance with the

foregoing the Consultant procures that the third party grants a direct licence to the Client on industry acceptable terms.

9.4 The Consultant waives any moral right to be identified as author of the Documents in accordance with section 77, Copyright Designs and Patents Acts 1988 and any right not to have the Documents subjected to derogatory treatment in accordance with section 8 of that Act as against the Client or any licensee or assignee of the Client.

9.5 In the event that any act unauthorised by the Client infringes a moral right of the Consultant in relation to the Documents the Consultant undertakes, if the Client so requests and at the Client's expense, to institute proceedings for infringement of the moral rights.

9.6 The Consultant warrants to the Client that it has not granted and shall not (unless authorised by the Client) grant any rights to any third party to use or otherwise exploit the Documents.

9.7 The Consultant supplies copies of the Documents to the Service Manager and to the Client's other Consultants and consultants for no additional fee to the extent necessary to enable them to discharge their respective functions in relation to this contract or related services.

9.8 After the termination or conclusion of the Consultant's employment hereunder, the Consultant supplies the Service Manager with copies and/or computer discs of such of the Documents as the Service Manager may from time to time request and the Client pays the Consultant's reasonable costs for producing such copies or discs.

9.9 In carrying out the *services* the *Consultant* does not infringe any Intellectual Property Rights of any third party. The *Consultant* indemnifies the *Client* against claims, proceedings,

compensation and costs arising from an infringement or alleged infringement of the Intellectual Property Rights of any third party.

Clause 10 - Small and Medium Sized Enterprises (SMEs)

10.1 The *Consultant* is required to take all reasonable steps to engage SMEs as Subcontractors and to seek to ensure that no less than the SME percentage of Subcontractors stated in the Contract Data are SMEs or that a similar proportion of the Defined Cost is undertaken by SMEs.

10.2 The *Consultant* is required to report to the *Client* in its regular contract management monthly reporting cycle the numbers of SMEs engaged as Subcontractors and the value of the Defined Cost that has been undertaken by SMEs.

10.3 Where available, the *Consultant* is required to tender its Subcontracts using the same online electronic portal as was provided by the *Client* for the purposes of tendering this contract.

10.4 The *Consultant* is to ensure that the terms and conditions used to engage Subcontractors are no less favourable than those of this contract. A reason for the *Service Manager* not accepting subcontract documents proposed by the *Consultant* is that they are unduly disadvantageous to the Subcontractor.

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.

1 General

The *Consultant* is

Name

Buro Happold Limited

Address for communications

Camden Mill,
230 Lower Bristol Road,
Bath,
BA2 3DQ.

Address for electronic communications

FOIA Section 40 Personal Information

The *fee percentage* is

%

The *key persons* are

Name (1)

FOIA Section 40 Personal Information

Job

Responsibilities

Project Director

Qualifications

FOIA Section 40 Personal Information

Experience

FOIA Section 40 Personal Information

Name (2)

Job

Responsibilities

Technical Review

Qualifications

FOIA Section 40 Personal Information

Experience

The following matters will be included in the Early Warning Register

2 The *Consultant's* main responsibilities

If the *Consultant* is to provide Scope

The Scope provided by the *Consultant* is in

3 Time

If a programme is to be identified in the Contract Data

The programme identified in the Contract Data is

As per the Work Schedule submitted in Q6.6 of the tender bid, or subsequent revision thereof approved by UKRI.

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

The *completion date* for the whole of the *service* is

5 Payment

If the *Consultant* states *expenses*

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

item	amount
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

If Option A or C is used

The *activity schedule* is

As submitted in Appendix B Price Schedule.

The tendered total of the Prices is

£450,690 with a £32,500 provisional sum.

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1)

FOIA Section 40 Personal Information

Address for communications

Camden Mill,
230 Lower Bristol Road,
Bath,
BA2 3DQ.

Address for electronic communications

FOIA Section 40 Personal Information

Name (2)

Address for communications

Address for electronic communications

X10: Information modelling

If Option X10 is used

If an *information execution plan* is to be identified in the Contract Data

The *information execution plan* identified in the Contract Data is

Y(UK)1: Project Bank Account

If Option Y(UK)1 is used

The *project bank* is

named suppliers are

Data for the Schedule of Cost Components (used only with Options C or E)

The *overhead percentages* for the cost of support people and office overhead are

location	overhead percentage	
<input type="text"/>	<input type="text"/>	%
<input type="text"/>	<input type="text"/>	%
<input type="text"/>	<input type="text"/>	%

Data for the Short Schedule of Cost Components (used only with Option A)

The *people rates* are

category of person	unit	rate
<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"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Appendices:

1. SCOPE – [*Appendix A_ Specification for MRC Zero Carbon Feasibility Study_UKRI-1947*]

2. PROGRAMME – [*Work Schedule submitted in Q6.6 of the tender bid*]

3. PRICES – [*Appendix B _ Price Schedule*]



Specification for

MRC Zero Carbon Feasibility Study

UKRI-1947



Table of Content

1.	Introduction	3
2.	Aims & Objectives	3
3.	Background to the Requirement	3
4.	Scope	4
	4.1 <i>Laboratory of Molecular Medicine</i>	4
	4.2 <i>Harwell Institute</i>	4
	4.3 <i>London Institute of Medical Sciences</i>	4
5.	Requirement	5
6.	Timetable	14

Specification Document – Services

Title of Request:	UKRI-1947 MRC Zero Carbon Feasibility Study
Duration of Engagement:	10 months
Required Commencement Date:	16 th May 2022

1. Introduction

UK Research and Innovation (UKRI) has established the target for the organisation to reach zero carbon status by 2040. The Medical Research Council (MRC) wants to set out its strategy in how to achieve this target in terms of its facilities.

We felt it prudent to undertake a feasibility study for our estate, assessing each and every building to support our thinking on strategic management of our estate. In understanding the technical and financial implications for transforming our estate, we need to consider the impact on operations and research/ business continuity and associated risks.

2. Aims & Objectives

The services expected to be carried out is to look at the MRC Estate in a wholistic view, establishing a thorough review of our estate in terms of condition, suitability for science, technologies available, aspects of management/ operations of the building, legislator and /or statutory constraints, business continuity impacts and other elements.

It is critical that we establish the strategy without suffering unintended consequences.

We therefore require the successful bidder to liaise with the MRC Head Office (Estates) and the individual Institutes (facilities/estates managers). The successful bidder will need to provide appropriate professional input in terms disciplines (architectural, M&E, structural, environmental, financial, etc.). In providing the proposal, we expect the bidders to undertake an assessment of which disciplines and input they will require to ensure that the final report has the details required for us to establish a strategy for our estate.

3. Background to the Requirement

UK Research and Innovation (UKRI) has established the target for the organisation to reach zero carbon status by 2040. The Medical Research Council (MRC) wants to set out its strategy in how to achieve this target in terms of its facilities.

4. Scope

The Condition Surveys are to be undertaken in the following facilities:

4.1 Laboratory of Molecular Medicine

Address:

Francis Crick Avenue, Cambridge Biomedical Campus, Cambridge, CB2 0QH

Buildings/ Facilities:

- Main Building (approx. 27,000 m²)
- Magnetic Resonance Spectroscopy Building (604 m²)
- Energy Centre (part of the main building area)
- Ares (animal facility, approx. 12,140m²)
- Planned new facility (Technetron).

4.2 Harwell Institute

Address:

Harwell Campus, Oxfordshire, OX11 0RD, UK

Buildings/ Facilities:

- Mary Lyon Centre (7,291 m²)
- Building 383 (3,605 m²)
- Building 524 Annexe (approx. 200 m²)
- Advance Training Centre (approx. 900 m²)
- Centre for Macaques, Porton Down (2,453m²)
- Radiation Cells (200m²)
- Security hut (50 m²)
- New National Centre for Pre-Clinical Innovation (app. 5,000m²).

4.3 London Institute of Medical Sciences

Address:

Du Cane Road, Hammersmith Campus, London, W12 0NN

Buildings/Facilities:

New LMS research facility (approx. 12,000m²) – under construction

5. Requirement

5.1. Capabilities

The successful bidder will be able to provide expertise in a wide range of disciplines that will allow the various facets of this work to be undertaken by experts and with an excellent understanding of relevant operational aspects of the life science sector.

MRC expects truly collaborative approach, fully transparent in all aspects of this work and delivery of outputs and responses in a timely manner.

The following areas of expertise are expected to be provided (although this list may not be exhaustive) with a strong background of life science sector:

- Architecture
- Structural engineering
- Mechanical, Electrical and Public Health Engineering,
- Civil Engineering
- Environmental sciences/ technology and innovation
- Health & Safety
- Research Continuity & security
- Statutory and regulatory constraints
- Construction and Facilities Management
- Specialist waste management
- Quantity Surveying
- Building surveying
- Construction Programming
- IT Infrastructure
- Operations of complex life-science facilities

The successful bidder will provide monthly progress reports and attend the project board to present the reports and inform of any issues arising or imminent findings.

All work needs to be undertaken in close communication and engagement with the users in the MRC Institutes and the reports for each building must be signed off by the user representative of the relevant Institute.

5.1.1. Programme

The Programme is seeking to start the study on the **16th May 2022** and complete (**completion of final report**) by **31st January 2023**. This is a challenging programme, given the scope and it is therefore important that the successful bidder provides sufficient resource to undertake all site visits, document review, data collection and analysis, cost estimation, etc.

5.1.2. Governance

The Project will be governed by a project board (see figure 1)

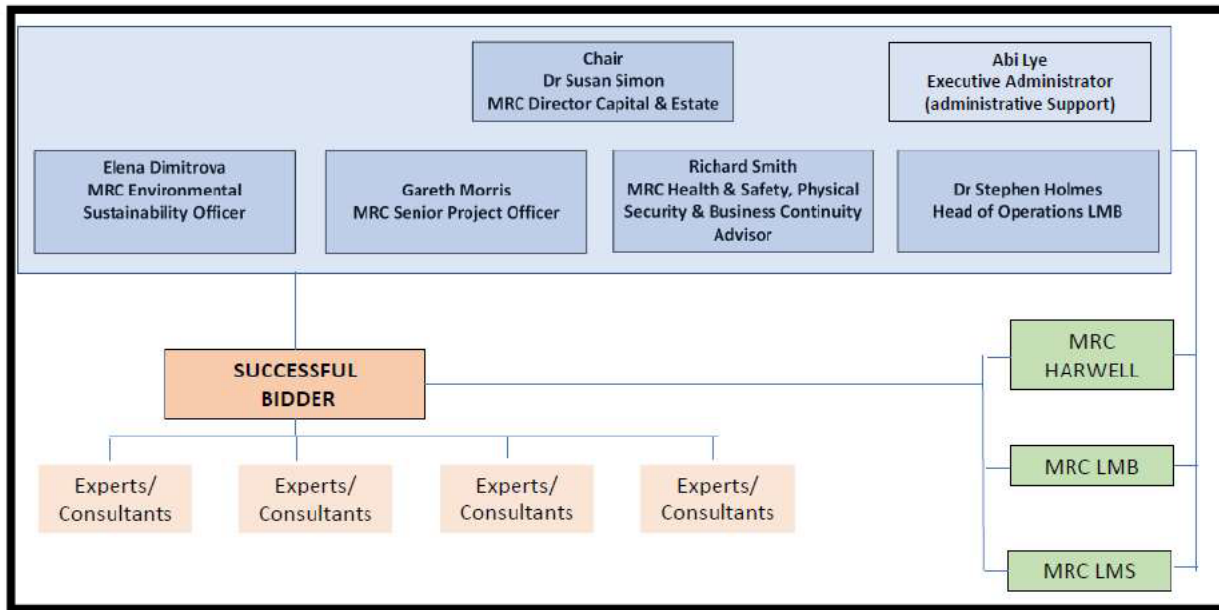


Figure 1 - Governance structure

The Project Board will meet monthly (mainly via zoom) and is designed to maintain oversight over the progress of the work, ensure that any issues are resolved and that the output expected from this work is being delivered. The Project Manager for this project will be confirmed prior to the start of the activities.

Papers / reports are to be issued **5 working days** prior to the meeting. Meeting minutes will be issued to participants within 3 days of the meeting.

5.1.3. Contract

The contract form will be NEC4 – professional services contract (see **Appendix C**).

Duration of the project is anticipated for start 16.05.2022 and completion by 31st March 2023.

It must be noted that all data collected and/or produced, documentation, reports, etc. that are collected for or in association with this study will be property of the MRC and will not be permitted to be used for any other purpose unless expressly permitted.

Some of the information is considered sensitive and can only be stored on a system, prescribed by the MRC.

Invoicing to take place monthly.

5.2. Details of the Scope

5.2.1. Condition survey

This Site Condition Survey will cover Physical Condition and Statutory Compliance issues of the Estate, together with the more qualitative aspects of functional suitability and quality. Details are to be agreed in a

start-up meeting with MRC and the respective representatives from the Institutes, but for the purpose of tendering the survey should include the following.

The key objective is to establish the condition of each and every building within MRC to understand the extent of work required and compatibility to transform the estate to zero-carbon status. The condition survey also needs to identify other costs covering backlog maintenance (i.e. poor condition assets and statutory non-compliance issues) of the estate and buildings in a functional condition for the next 10 years.

Cost analysis for this time span will be developed to include for future repair and renewal actions on a basis of critical operation and asset serviceability.

Physical Condition

Building:

- Structure
- External fabric
- Roof
- Internal fabric
- Internal fixings and fixtures
- External works – grounds and gardens
- Drainage and sewerage and water supply

Mechanical

- Heating system
- Steam system
- Ventilation system
- Piped medical gases and vacuum pumps
- Hot and cold-water systems
- Lifts and hoists
- Boilers and calorifiers
- Fixed plant and equipment
- Fuel storage and distribution

Electrical

- Electrical system
- Telecommunications
- Alarms and detection systems
- Fixed plant
- Building management control system

The average overall condition of each element is estimated to be in one of the four categories the interpretation of the ranking is detailed below:

A As new (less than two years old) and can be expected to perform adequately to its full normal life

- B** Sound, operationally safe and exhibits only minor deterioration
- B(C)** Currently as B but will fall below B within five years
- C** Operational but major repair or replacement is currently needed to bring up to condition B
- D** Operationally unsound and in imminent danger of breakdown
- X** Supplementary rating added to C or D to indicate that a full rebuild, relocation or replacement is needed (i.e. repairs are impractical or too expensive to be tenable).

Following categorisation, the cost of appropriate measures to upgrade a C or D Standard to the B level, will be recorded.

Standard B is to be considered as an operationally acceptable standard for all building and engineering elements. In some instances, particularly where engineering services are involved, the cost to upgrade to B may be equivalent to the cost to upgrade to Standard A.

Reference to quantity and unit costs will be noted on survey data, using standard benchmarks (e.g. Spons, RICS, BMI) and other building cost data. It is important that these costs do not just include the cost for the parts/plant, but all relevant work and associated costs (labour, enabling work, temporary measures, prelims, OH&P, etc.)

Statutory Requirements

Fire

- Compartmentation
- Fire Doors
- Means of Escape
- Alarm and detection systems
- Textiles and furniture
- Storage of flammable substances
- Compliance with fire code

Health & Safety

- Health &S Safety at Work etc. Act and Workplace
- Animal Welfare (excl. LMS)
- Electrical Services
- Asbestos
- L8 Control of Legionellosis
- F Gas
- COSHH
- Disability Discrimination Act
- Pressurised Systems
- Work Equipment

An assessment of the above Statutory and safety elements will be as follows and cost estimates involved in remedying any deficiencies will also be identified.

- A** Complies fully with current mandatory fire safety requirements and statutory safety legislation
- B** Complies with all necessary mandatory fire safety requirements and statutory safety legislation with minor deviations of a non-serious nature
- B(C)** Currently as B but will fail below B within five years as a consequence of unabated deterioration or knowledge of impending fire safety requirements or statutory safety legislation
- C** Contravention of one or more mandatory fire safety requirements and statutory safety legislation, which falls short of B
- D** Dangerously below condition A and B

Risk Assessment of Backlog

The successful bidder will undertake a risk assessment of the backlog maintenance identified from the physical condition and statutory requirements surveys based on a recognised 'Five by Five' risk matrix.

Output

The output of this investigation is a report, which provides as a minimum:

- Executive summary
- Methodology of the survey
- Findings (per facility and site)
- Spreadsheet format of individual sites, buildings and aspects (see I. to III.)
- Cost estimate for the works required in the next 10 years including the details of assumptions and exclusions
- Appendix of all data recorded as part of the survey.

The report as a total is to be submitted in PDF format, data and records of measurements are to be made available in excel or similar editable format (to be agreed with MRC).

5.2.2. Environmental Performance (current)

In this area we expect an assessment of the existing facilities in relation to their environmental performance. It is accepted that this is not only a "building" issue but also how the facilities are operated however, it is anticipated that operational measures that could be taken will be identified as part of this exercise.

We are expecting this to be undertaken through the RIBA Sustainable Outcomes guideline¹:

¹ RIBA (2019) RIBA Sustainable Outcome Guide, Royal Institute of British Architects, London

Net Zero Operational Carbon Dioxide emissions (kWh/m² and kgCO₂/m²/year)

- Aside from the basic measurement noted above, we will expect to see a detailed assessment of:
- Energy usage outside working hours
- Measurement of emission through mechanical ventilation (percent of each, if applicable)
- Measurement of emissions through plug-in load
- Measurement of emissions through heating / cooling of spaces
- Percent of energy use through lighting, identifying task lighting (requirement for activity) and other lighting (communal areas, etc.). Assess natural light levels (average per building)
- Percentage of gas consumption of the overall carbon emission and identification of “non-essential” use.
- Building fabric – airtightness, U-values

(NOTE: we are aware that there is not sufficient metering in the buildings to identify these sub-categories. The bidders will be expected to establish ways of assessing an approximate value on the basis of their inspections)

Net Zero Embodied Carbon Dioxide (kWh/m²/y and kgCO₂/floor area m²)

Sustainable Water Cycle (m³/floor area m²/year)

- In addition to the measurement provided, we will want to see an assessment of the % of potable water used for anything other than human consumption or animal welfare.
- Measurement of stormwater retention measures (capacity) on site.
- Use of captured precipitation or natural closed-loop water systems without use of chemicals.

Sustainable Connectivity and Transport (kgCO₂ per km per person per annum)

The bidders are expected to assess existing transport plans and/or undertake surveys and investigations to understand the commuting activities of staff in the Institutes. Additional information on business travel can be provided through MRC systems.

Sustainable Land Use and Bio-Diversity

The bidders are to undertake a survey for each site within the boundaries of the compound and/or extend of the lease boundaries to assess the biodiversity. The surveys are to be undertaken in accordance with best practice (BS) 5837:2012 and (BS) 42020:2013 (BSI 2013) and CIEEM 2017b

The MRC Harwell site has an existing, preliminary ecological appraisal report and a full arboricultural constraints and opportunity report (2021) which will be provided to the successful bidder.

Good Health & Wellbeing (based on FITWEL ratings²)

MRC has requested licence for the use of fitwell assessments for the entirety of our facilities. With the granting of this license, the successful bidder will be required to undertake the Good Health & Wellbeing assessment through this system. Whilst this is not a direct contribution to the environmental sustainability aspect it will be used as a benchmark for improving the working environment for our staff.

Climate adaptability

The successful bidder will need to undertake an assessment of the adaptability to climate change for each facility and site as a whole. This will include the impact on operational costs over the next 10-15 years (increased cooling, etc.) as well as whether the buildings in their current state will be able to maintain the relevant environmental conditions for the respective research with the impact of climate change over the next 15 years, specifically but not exclusively in relation to temperature and humidity. For the purpose of this report, the findings of the Met Office³ or more recent reports should be used. The report must consider a “best case scenario” = assuming global warming to remain at 2°C and a “worst case scenario” = assuming global warming to rise to 4°C.

Output:

The successful bidder will deliver a comprehensive report of these measurements and assessments, which include:

- Executive summary
- Findings under each sub-category including comparisons to similar facilities (what does “good” look like)
- List of all data collected and their respective source
- Appendices of the surveys and reports.

The report as a total is to be submitted in PDF format, data and records of measurements are to be made available in excel or similar editable format (to be agreed with MRC).

5.2.3. Option Development

With the information gathered options are to be developed of how the relevant building can be transformed to a net-zero position. Within this option appraisal the following assessments need to be undertaken.

Scientific Requirements

Each of the Institutes is pursuing its own scientific strategy and has a detailed understanding of the capabilities that the estate must have to support the research.

A full user requirement document is to be produced for the overall site and must be approved by the Institute Director. This document will need to be referred to when the options are appraised to their fitness for purpose.

² Fitwel Standards, available on www.fitwel.org/standards

³ Met Office (July 2017) UK Climate Projection, Headline findings

It must as a minimum identify the following:

- Need for specialist areas, such as animal facilities,
- Potential need for expansion
- IT strategy (cloud, data centre, etc.)
- Operational aspirations / requirements

The user requirement document must be signed off by the Institute Director as an accurate reflection of the Institute needs.

Option development

The options should seek out the best approach to transforming the buildings that

- Provides the functionality required (scientific requirement),
- Achieves net-zero position for the building and contributes to the decarbonisation of the estate,
- Is compliant with statutory and regulatory requirements,
- Does not compromise research continuity (please note, that alternative research continuity approaches can be identified),
- Does not cause Health & Safety, Biosafety, Physical or cyber security risks,
- Does not decrease the Health & Wellbeing of staff/ visitors, etc.

The options must be costed and provided with an approximate programme. The costs must include assessments of professional fees, works, inflation, contingency (based on risk levels).

It should always be a preference to retain existing buildings, however, if the scientific requirements cannot be fulfilled or the net zero position cannot be achieved, the replacement of the facility would be considered.

The option appraisal must include the following:

“Do Nothing Option” – considering the replacement of plant and equipment (as per condition survey) only but noting the impact on operational costs and position in terms of carbon emissions by 2040, assuming that the replacements will be the most environmentally sustainable product that is available. It must include any facilities that are anticipated to come “online” until 2040 and/or any that are expected to be disposed of. The option must address the risks posed by climate change (adaption).

“Incremental Option” – establish a programme of incremental improvements, excluding whole building replacements, but include any facilities that are anticipated to come “online” until 2040 and/or any that are expected to be disposed of. The option must address the risks posed by climate change (adaption).

“Optimum Option” – establish a programme of estates transformation that will achieve the Net Zero position for the facilities by 2040 including those buildings, which are expected to be coming “online” until 2040. This option should consider the replacement of facilities, if their transformation is not good Value for Money (VfM) or is unlikely to be fit for the science purposes in the future. The option must address the risks posed by climate change (adaption) and include an assessment on the improvement of the Wellbeing (Fitwel assessment) and site-wide bio-diversity improvements.

Output:

The successful bidder will deliver a comprehensive option report and appraisal including the following elements (list not exhaustive):

- Option study for each building and site with:
 - Description of assumptions and exclusions
 - Descriptions of measures proposed (works, replacements, etc.)
 - Anticipated timeline for these works (including design development and approvals)
 - Anticipated costs for these works
 - Impact on research continuity, H&S and operational costs (excl. salaries, and direct science costs)
 - Anticipated carbon reduction as a result of these works
- Option appraisal:
 - Identification of the benefits and risks for each option with a key focus on the net zero carbon target for 2040 but not excluding other aspects, such as cost, risk, research continuity, etc.

5.3. Final Report

Successful bidders will require to produce a draft final report for consideration by the MRC Director Capital & Estate before finalising. This report is to be the summary of all the interim reports and developments that have been described in items 5.2.1. to 5.2.3. The report must include:

- Purpose of the document
- Basis of the report (documentation, reference literature, data sources, etc.)
- Executive Summary
- Compile the findings of the options appraisal against the assessment of the current condition / status and make a judgement on the feasibility of achieving net zero position by 2040 without use of carbon offset schemes.
- Present a picture of the carbon emission trajectory based on the knowledge gained from the work.
- Presentation of methods/ works/ installations/ operational changes that need to be undertaken to arrive at Net Zero Position. This is focussed on the building and management of the facility only – it is not expected to make judgement on how the research is undertaken.
- Implication of climate change predictions on the carbon reduction activities and mitigation/ incorporation into the planning of the estate as part of the Net Zero programme .
- Presentation of a full assessment of the current position and all proposed activities in relation to Business/ Research Continuity.
- Cost estimate for the entirety of the programme including professional fees, temporary provisions, planning fees, decontamination costs, enabling works, construction works, OH&P as wells prelims. An assessment of the required contingency and potential inflation should also be included.
- Draft programme on which the cost estimate is based and which is concluded by 2040. This should be a build-up to programme level from the individual sites and buildings.

- All data collected and produced as part of this exercise must be presented in the report, as well as being deposited at the MS Projects filing system (provided by client).

NOTE: all documentation provided as part of this tender exercise is strictly confidential and all design, surveys, reports and other documentation are to be presented as MRC documents in the MRC corporate format, unless otherwise agreed. All documentation produced under this appointment will become the legal property of the MRC.

6. Timetable

- The Programme is seeking to start the study on the **16th May 2022** and complete (**completion of final report**) by **31st January 2023**.
- The successful bidder will provide monthly progress reports and attend the monthly (mainly via zoom) project board to present the reports and inform of any issues arising or imminent findings.
- Papers / reports are to be issued 5 working days prior to the meeting. Meeting minutes will be issued to participants within 3 days of the meeting.

Information Only - Daywork Rates

FOIA Section 43 Commercial



