



CONTRACT DOCUMENTS

SCC
UKRI

1. FORM OF AGREEMENT



CONTRACT UKRI-1426

FORM OF AGREEMENT

This agreement is made on the 6th of Oct 2022 between:

- (1) **United Kingdom Research and Innovation**, a statutory corporation whose registered office is at Polaris House, North Star Avenue, Swindon, England, SN2 1FL ("**the Client**"); and
- (2) **Russells Limited**, a company incorporated and registered in the United Kingdom with company number 02867432 and registered VAT number GB 696362981 whose registered office is at 13 Westpoint Enterprise Park, Clarence Avenue, Trafford Park, Manchester, M17 1QS (the "**Contractor**").

For the provision of the following: SCC Main Works at the Daresbury Laboratory

The works comprise of the construction of a single storey 2500m² Supercomputer Centre. The building will comprise of 2nr Data Halls, power cell rooms and associated plant and equipment rooms. The roof will allow for mechanical plant to be housed. The works will also comprise the conclusion of the hard and soft landscaping elements of works.

1. The *Contractor* will Provide the Works in accordance with the *conditions of contract* identified in the Contract Data and all other contract documents as listed in the Form of Agreement
2. The Client will pay the Contractor the tendered total of the prices in the sum of £28,686,124.50 (Twenty Eight Million, Six Hundred and Eighty Six Thousand, One Hundred and Twenty Four Pounds and Fifty pence) or such other sum that becomes payable under the terms of the Contract in consideration of the Contractor carrying out its duties in accordance with the conditions of contract as identified in the Contract Data.
3. The documents forming this agreement are:
 - The Site Information
 - Scope provided by the Client
 - Scope provided by the Contractor
 - Contract Data Part One
 - Contract Data Part Two and
 - NEC 4 Engineering and Construction Contract (June 2017 edition, incorporating January 2019 amendment), incorporating Main Option A.
 - Amended Conditions of Contract – Z-Clauses
 - The Priced Activity Schedule

- Parent Company Guarantee
- Performance Bond

EXECUTED (but not delivered until)
the date hereof) AS A DEED by
(United Kingdom Research and Innovation)
by the affixing of its Common Seal)
in the presence of:-)

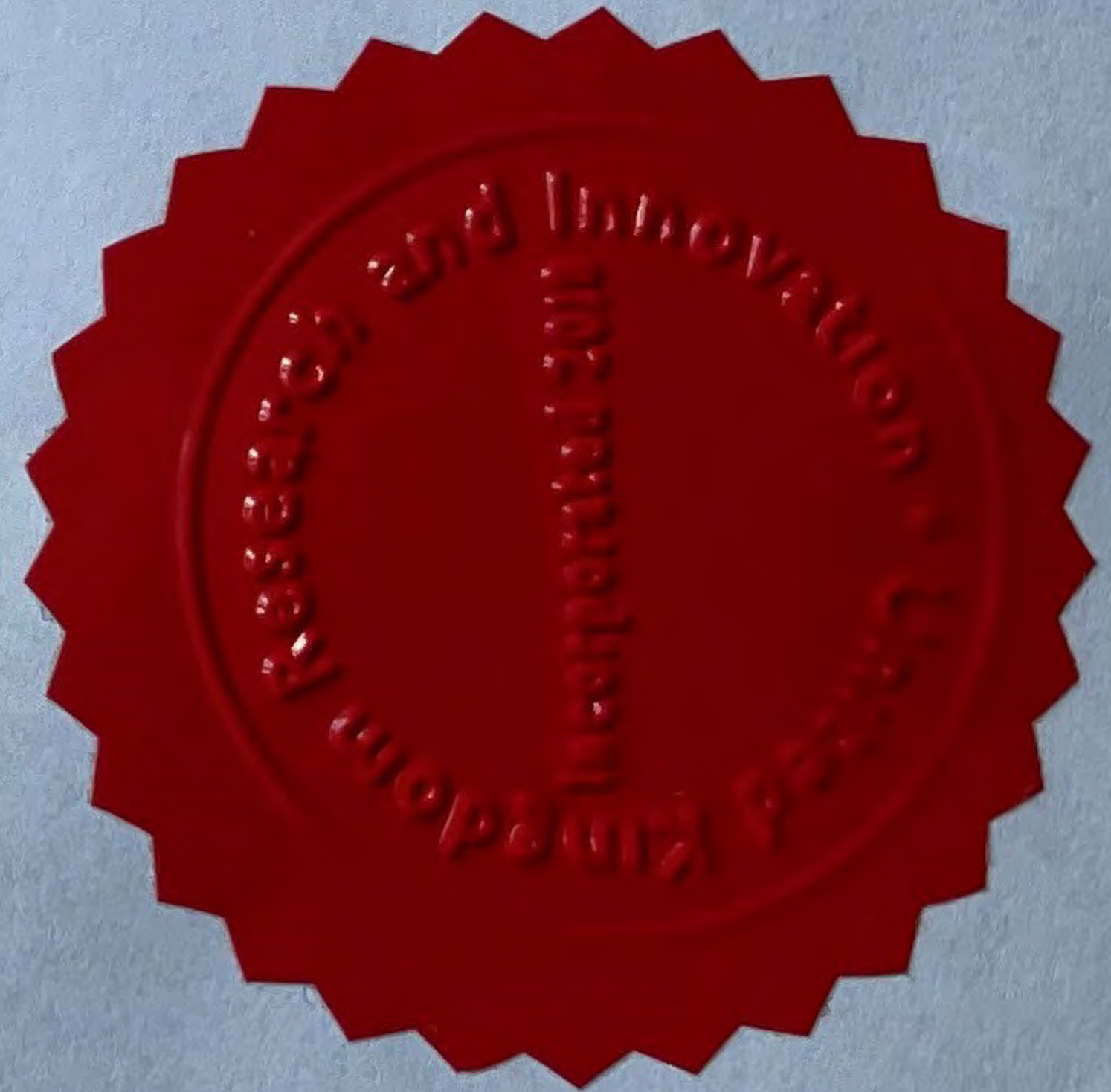


Authorised Signatory

Authorised Signatory

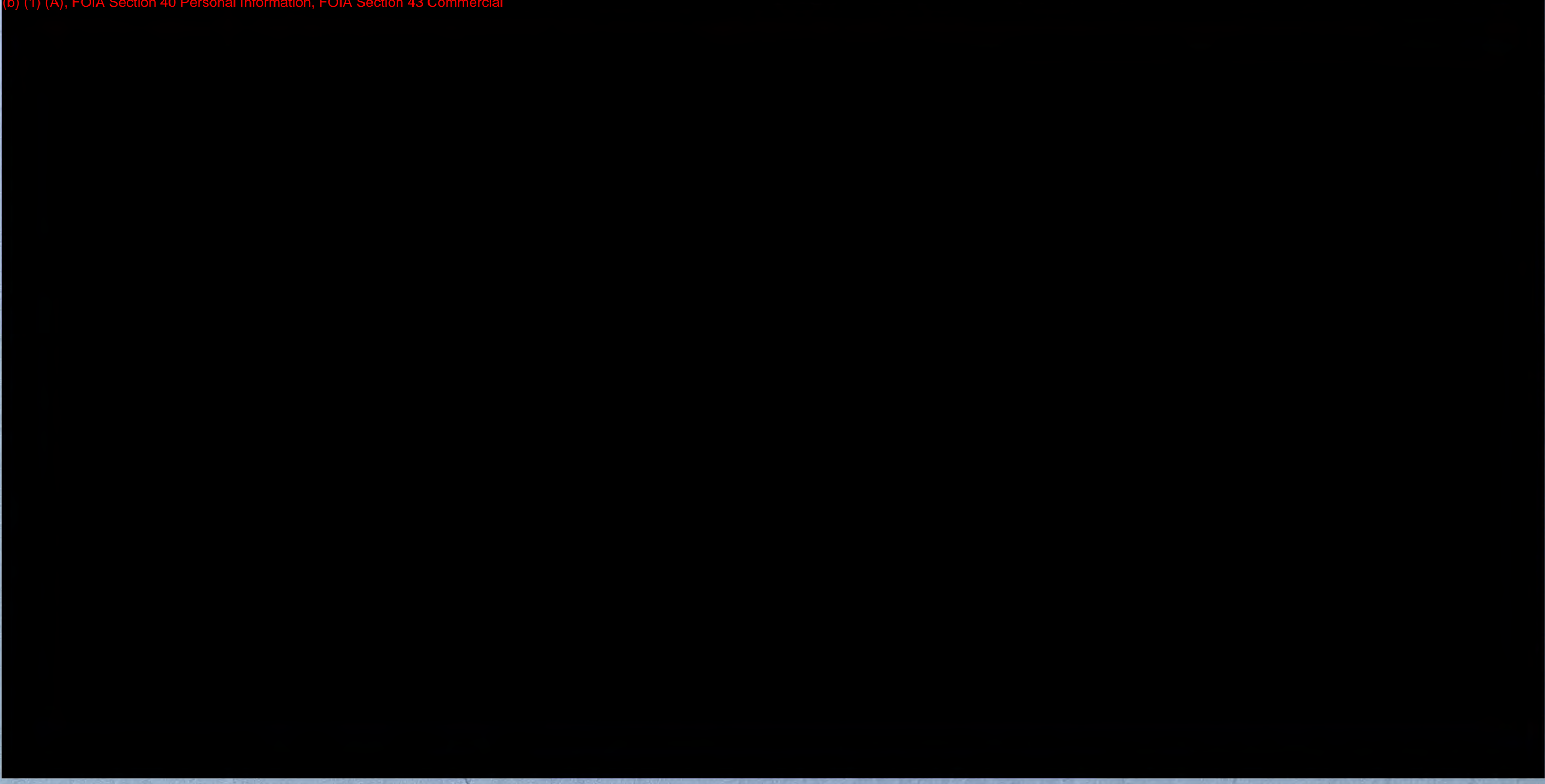


[Common seal of company]



EXECUTED (but not delivered until)
the date hereof) as a DEED by (Russells Limited)

acting by a Director and a Director/Secretary

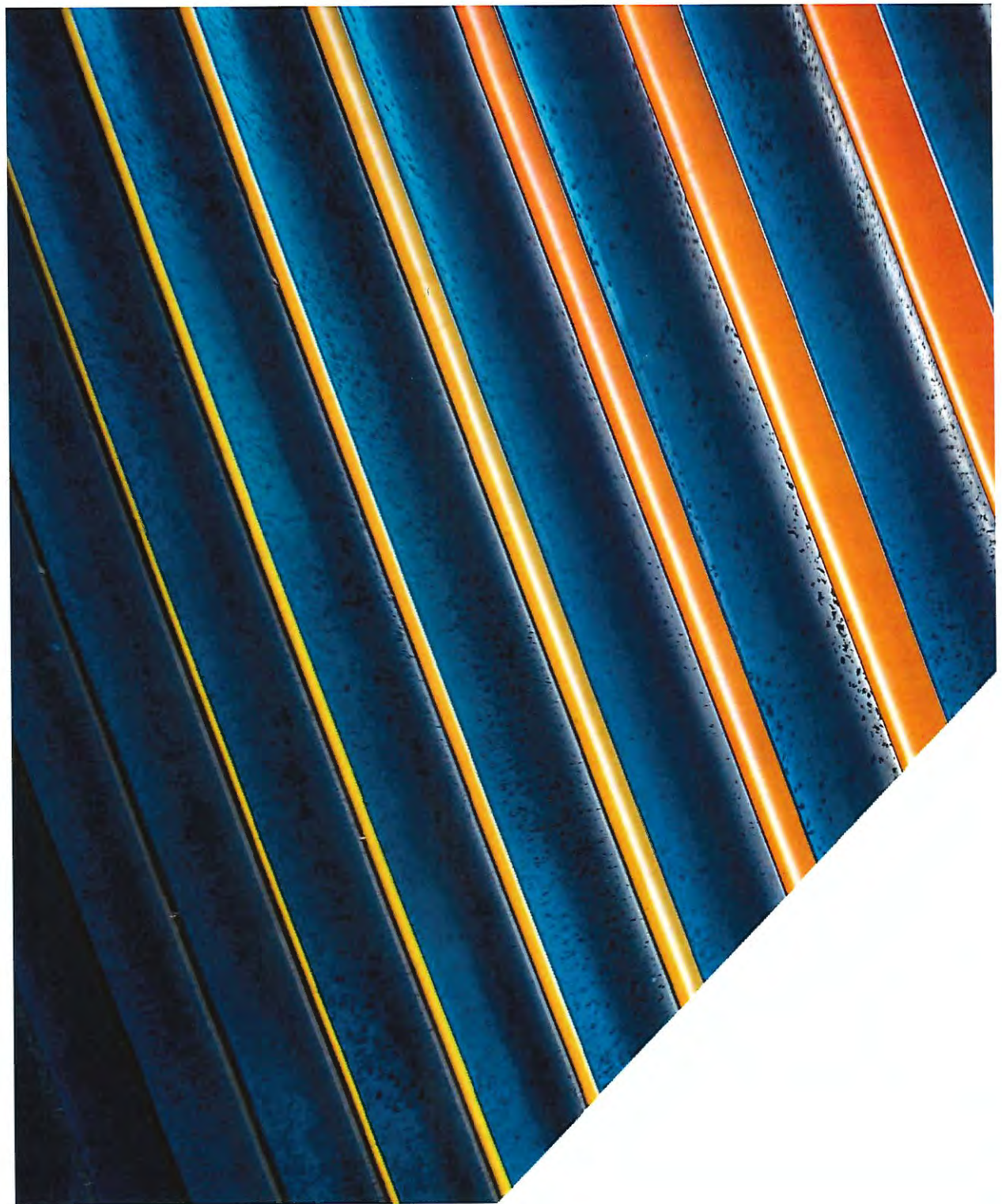


2. Z CLAUSES



**UK Research
and Innovation**

**STANDARD SCHEDULE OF
POTENTIAL AMENDMENTS
TO NEC4 ENGINEERING &
CONSTRUCTION CONTRACT**





Option Z2 - Identified and defined terms

Insert new clause 11.3 additional defined terms.

11.3 (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.

11.3 (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 *Contractor* by or on behalf of the *Client*,
- which the *Contractor* 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 Contractor.

11 (3) Commercially Sensitive Information is the information agreed between the Parties (if any) comprising the information of a commercially sensitive nature relating to the *Contractor*, the charges for the works, its IPR or its business or which the *Contractor* has indicated to the *Client* that, if disclosed by the *Client*, would cause the *Contractor* significant commercial disadvantage or material financial loss.

11.3 (4) Confidential Information is the Client's Confidential Information and/or the Contractor's Confidential Information.

11.3 (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.

11.3 (6) Contractor'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 *Contractor*, 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.

11.3 (7) Crown Body is any department, office or agency of the Crown.



11.3 (8) Data Controller has the meaning given to it in the Data Protection Act 2018.

11.3 (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.

11.3 (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.

11.3(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.

11.3 (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.

11.3 (13) Halifax Abuse Principle is the principle explained in the CJEU Case C-255/02 Halifax and others.

11.3 (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, trade marks, 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.

11.3 (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 *Contractor* is bound to comply under the *law of the contract*.

11.3(16) An Occasion of Tax Non-Compliance is

- where any tax return of the *Contractor* 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 *Contractor* 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 *Contractor* 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

where any tax return of the *Contractor* submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Contract Date or to a civil penalty for fraud or evasion.

11.3(17) Personal Data has the meaning given to it in the Data Protection Act 2018.

11.3 (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.

11.3 (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.



11.3 (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.

11.3 (21) Relevant Tax Authority is HM Revenue & Customs, or, if applicable, a tax authority in the jurisdiction in which the *Contractor* is established.

11.3 (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.



Option Z 4 - Admittance to site

Insert new clause 19A:

19A.1 The *Contractor* submits to the *Project 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 *Project Manager*.

19A.2 The *Project Manager* may instruct the *Contractor* to take measures to prevent unauthorised persons being admitted to the Affected Property.

19A.3 Employees of the *Contractor* 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.

19A.4 The *Contractor* submits to the *Project Manager* for acceptance a list of the names of the people for whom passes are required. On acceptance, the *Project Manager* issues the passes to the *Contractor*. Each pass is returned to the *Project Manager* when the person no longer requires access to that part of the Affected Property or after the *Project Manager* has given notice that the person is not to be admitted to the Affected Property.

19A.5 The *Contractor* 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 *Project Manager*.

19A.6 The *Contractor* takes the measures needed to prevent its and its Subcontractors' people taking, publishing or otherwise circulating such photographs.

Option Z5 - Prevention of fraud and bribery

Insert new clauses:

18.4.1 The *Contractor* 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.

18.4.2 During the carrying out of the *works* the *Contractor* 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.

18.4.3 In Providing the Services the Contractor

- 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 *Contractor's* people or any person acting on the *Contractor's* behalf from committing a Prohibited Act.

18.4.4 The Contractor immediately notifies the Client in writing if it becomes aware of any breach of clause 18.4.1, 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.

18.4.5 If the Contractor makes a notification to the Client pursuant to clause 18.4.4, the Contractor 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.

18.4.6 If the Contractor breaches Clause 18.4.3, the Client may by notice require the Contractor to remove from carrying out the works any person whose acts or omissions have caused the Contractor's breach.

Option Z7 - Legislation and Official secrets

Insert new clauses:

20.5 The Contractor complies with Law in the carrying out of the works.



20.6 The Official Secrets Acts 1911 to 1989 and, where appropriate, the provisions of section 11 of the Atomic Energy Act 1946 apply to this contract.

20.7 The *Contractor* notifies its employees and its Subcontractors of their duties under these Acts.

Option Z10 - Freedom of information

Insert new clauses:

29.3 The *Contractor* acknowledges that unless the *Project Manager* has notified the *Contractor* 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 *Contractor* cooperates with and assists the *Client* so as to enable the *Client* to comply with its information disclosure obligations.

29.4 The *Contractor*

- transfers to the *Project 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 *Project Manager* with a copy of all information in its possession, or power in the form that the *Project Manager* requires within five working days (or such other period as the *Project Manager* may specify) of the *Project Manager's* request,
- provides all necessary assistance as reasonably requested by the *Project 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.

29.5 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.

29.6 The *Contractor* does not respond directly to a Request for Information unless authorised to do so by the *Project Manager*.

29.7 The *Contractor* 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 *Contractor* or despite the *Contractor* having expressed negative views when consulted.



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

Option Z13 - Confidentiality and Information Sharing

Insert a new clause

29.9 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.

29.10 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.

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

29.12 The *Contractor* may only disclose the Client Confidential Information to *Contractor'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 *Contractor's* people causes or contributes (or could cause or contribute) to the *Contractor* breaching its obligations as to confidentiality under or in connection with this contract, the *Contractor* 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 *Contractor's* people, the *Contractor* 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 *Contractor* is taking appropriate steps to comply with this clause, including copies of any written communications to and/or from *Contractor's* people, and any minutes of meetings and any other records which provide an audit trail of any discussions or exchanges with *Contractor's* people in connection with obligations as to confidentiality.

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

29.14 Nothing in this contract shall prevent the *Client* from disclosing the *Contractor'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 *Contractor'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.



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

29.16 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.

29.17 The *Client* may disclose the Confidential Information of the *Contractor*

- 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,

Option Z16 - Tax Compliance

Insert new clauses:

29.18 The *Contractor* 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.

29.19 If, at any point prior to the *defects date*, an Occasion of Tax Non-Compliance occurs, the *Contractor* 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 *Contractor* 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.

Option Z22 - Fair payment

Insert a new clause:

57.1 The *Contractor* assesses the amount due to a Subcontractor without taking into account the amount certified by the *Project Manager*.

57.2 The *Contractor* 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 *Contractor*.

Option Z42 - The Housing Grants, Construction and Regeneration Act 1996

Add an additional clause Y2.6

Y2.6

If Option Y(UK)2 is said to apply then notwithstanding that this contract relates to the carrying out of construction operations other than in England or Wales or Scotland, the Act is deemed to apply to this contract.

Option Z44 - Intellectual Property Rights Delete

clause 22 and insert the following clause In this

clause 22 only:

“**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 *Contractor* in relation to this contract.



22.1 The Intellectual Property Rights in all Documents prepared by or on behalf of the *Contractor* in relation to this contract and the work executed from them remains the property of the *Contractor*. The *Contractor* 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 *works*. Such licence entitles the *Client* to grant sub-licences to third parties in the same terms as this licence provided always that the *Contractor* 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 *Contractor*.

22.2 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*.

22.3 In the event that the *Contractor* does not own the copyright or any Intellectual Property Rights in any Document the *Contractor* 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 *Contractor* is unable to procure the right to grant to the *Client* in accordance with the foregoing the *Contractor* procures that the third party grants a direct licence to the *Client* on industry acceptable terms.

22.4 The *Contractor* 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*.

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

22.6 The *Contractor* 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.

22.7 The *Contractor* supplies copies of the Documents to the *Project Manager* and to the *Client's* other contractors 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 works.

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

22.9 In carrying out the *works* the *Contractor* does not infringe any Intellectual Property Rights of any third party. The *Contractor* 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.

Option Z47 - Small and Medium Sized Enterprises (SMEs)

Insert new clause:

26.5

The *Contractor* 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.

The *Contractor* 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.

The *Contractor* 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 *Project Manager* not accepting subcontract documents proposed by the *Contractor* is that they are unduly disadvantageous to the Subcontractor.

Option Z48 - Apprenticeships

Insert new clause:

26.6

The *Contractor* takes all reasonable steps to employ apprentices, and reports to the *Client* the numbers of apprentices employed and the wider skills training provided, during the delivery of the *works*.

The *Contractor* takes all reasonable steps to ensure that no less than a percentage of its people (agreed between the Parties) are on formal apprenticeship programmes or that a similar proportion of hours worked in Providing the Services, (which may include support staff and Subcontractors) are provided by people on formal apprenticeship programmes.

The *Contractor* makes available to its people and Subcontractors working on the contract, information about the Government's Apprenticeship programme and wider skills opportunities.

The *Contractor* provides any further skills training opportunities that are appropriate for its people engaged in Providing the Services.

The *Contractor* provides a report detailing the following measures in its regular contract management monthly reporting cycle and is prepared to discuss apprenticeships at its regular meetings with the *Project Manager*

- the number of people during the reporting period employed on the contract, including support staff and Subcontractors,



- the number of apprentices and number of new starts on apprenticeships directly initiated through this contract,
- the percentage of all people taking part in an apprenticeship programme,
- if applicable, an explanation from the *Contractor* as to why it is not managing to meet the specified percentage target,
- actions being taken to improve the take up of apprenticeships and
- other training/skills development being undertaken by people in relation to this contract, including:
 - (a) work experience placements for 14 to 16 year olds,
 - (b) work experience /work trial placements for other ages,
 - (c) student sandwich/gap year placements,
 - (d) graduate placements,
 - (e) vocational training,
 - (f) basic skills training and
 - (g) on site training provision/ facilities.

Option Z101 – Cyber Essentials

Insert new clause Z101 as follows:

Z101 Cyber Essentials

The *Client* and the *Contractor* shall comply with the provisions of schedule A



Z200 – ADDITIONAL AMENDMENTS TO THE CONDITIONS OF CONTRACT

The following amendments have been agreed between the *Client* and the *Contractor* as a result of the outcome of pre-contract negotiations. The amendments are in addition to the 'boiler plate' amendments included above from the Crown Commercial Services Framework.

Z201 – The Contractor's Main Responsibilities

Amendment 1: Add the following new clause 20.5 along with a new marginal heading of 'Discrepancies between Scope provided by the *Client* and Scope provided by the *Contractor*':

20.5A: The *Client* and the *Contractor* each acknowledge that those documents comprising the Scope provided by the *Contractor* (as listed and incorporated in Contract Data Part 2) are agreed derogations and/or departures from the Scope provided by the *Client*. Such items of derogation/departure are set out in a schedule as included in the Scope provided by the *Contractor* ('Schedule of Derogations') and, for good order, such derogations are also highlighted by track changes to the affected documents forming the Scope by the *Client*, with the track changed version also included in the Scope by the *Contractor*.

20.5B: The *Client* and *Contractor* agree that, in the event of any discrepancy and/or divergence between those documents forming the Scope provided by the *Client* and the Scope provided by the *Contractor* (as listed in Contract Data – Part 2), the documents comprising the Scope provided by the *Contractor* shall always take precedence and prevail. Any instruction by the *Client* to correct any such discrepancy in favour of the Scope provided by the *Client* shall be treated as a change to the Scope and a compensation event under clause 60.1.(1.)

Amendment 2: Delete clause 21.1 and replace with the following new clauses 21.1 and 21.1A:

21.1 The *Contractor* is responsible for the design of those parts of the *works* as set out and specified as 'Contractor Designed Works' in the Scope provided by the *Contractor*.

21.1A The *Contractor* is responsible for preparing a Design Responsibility Matrix ('DRM') for use by the *Client*, *Project Manager* and the *Contractor*. The DRM shall identify the respective obligations of all parties (including their appointees, subcontractors and consultants) in respect of design responsibility, reviewing and checking design in order to assist the design submission procedure. The *Contractor* submits the first DRM to the *Project Manager* for acceptance within 4 weeks of the Contract Date.

Amendment 3: Add new clause 21.4 as follows:

21.4: The *Contractor* shall be responsible for any errors in design contained in the Scope (whether provided by the *Client* or the *Contractor*) but only in respect of the *Contractor* Designed Works. The *Client* shall be responsible for the design of the remainder of the *works*.

Z203 – Compensation Events

Amendment 4: Amend clause 60.1(1) as follows:

Replace the entry at the second bullet point and substitute with the following:

- 'a change to the Scope provided by the *Contractor* for its design which is made:
 - at the *Contractor's* request or
 - in order to comply with the Scope provided by the *Client*, unless the instruction is the correction of a discrepancy between the Scope provided by the *Client* and the Scope provided by the *Contractor*, in which case this instruction shall be treated as a compensation event as set out in clause 20.5B.'



Amendment 5: Add the following new clause 60.1(13)A as an additional compensation event:

60.1(13)A: A Wind Speed Measurement is recorded. A Wind Speed Measurement is a wind speed recorded within the *boundaries of the Site* prohibiting the operation of a mobile and/or tower crane where wind speeds are in excess of the maximum value specified before any mobile crane must be taken out of service (subject always to a maximum of 50km/h) and/or exceeds 60km/h for tower cranes and where such conditions occur for a total period of one hour in any one working day (whether continuously or otherwise) ("Wind Speed Measurement") in which case the parties acknowledge and agree that such Wind Speed Measurements constitute a compensation event provided that the *Contractor's* entitlement to an adjustment to the Completion Date and/or Key Date is subject to the *Contractor* providing the *Client* with contemporaneous crane records recording the Wind Speed Measurement."

Amendment 6: Add the following new clause 60.8

60.7: The assessment of a compensation event for a Wind Speed Measurement under clause 60.1(13)A shall only entitle the *Contractor* to an adjustment to the Completion Date and/or Key Dates and no adjustment shall be made to the Prices.

Amendment 7: Add the following new clause 67 for provisional sums

67.1 – The *Client* and the *Contractor* each acknowledge that the Scope for some parts of the *works* are not fully defined by the *Client* and the *Contractor* is unable to include a fixed price in the Activity Schedule for such items of work. As such, it is agreed that such items shall be referred to as 'Provisional Sums' in the priced Activity Schedule.

67.2 - The Provisional Sums shall remain in the Prices until the *Project Manager* instructs the expenditure of the Provisional Sum, along with the appropriate Scope. Unless agreed otherwise between the *Project Manager* and the *Contractor*, the instruction to expend a Provisional Sum shall be treated as an instruction changing the Scope and will be a compensation event under clause 60.1.(1). The assessment of the effect on the Prices shall be the omission of the Provisional Sum with the addition assessed as the Defined Cost of complying with such instruction plus the Fee.

Z204 – Title

Amendment 8: Delete clause 70.1 and replace with the following new clause 70.1:

70.1 Whatever title the *Contractor* has to Plant and Materials which are outside the *Working Areas* passes to the *Client* once the *Client* has properly paid the *Contractor* for such Plant and Materials.

Amendment 9: Delete clause 71.1 and replace with the following new clause 71.1:

71.1 The *Contractor* is entitled to payment for those items of Plant and Materials stored outside the *Working Areas* as listed in the Scope provided by the *Contractor*. Any items (listed or not listed) will only be paid for on agreement by the *Project Manager*. Payment to the *Contractor* for Plant and Materials stored outside the *Working Areas* shall be subject to the *Contractor* discharging the following conditions:

- 'the *Contractor* has provided the *Client* with reasonable proof that the items of Plant and Materials are and will remain insured against loss or damage for its full value under a policy of insurance protecting the interests of the *Client* and the *Contractor* until delivered into the *Working Areas*;
- 'at the premises where the Plant and Materials are situated pending delivery, there is in relation to that item(s) clear identification of the *Client* as the party taking full ownership of identified Plant and Materials once payment is made for such item of Plant and Materials by the *Client* and the *works* as its destination, with each item being set apart and clearly and visibly marked as property of UKRI, individually or as a set, by letters, figures or a pre-determined code, and
- 'a signed vesting certificate from the *Contractor* in the form included in the Scope, which lists out all those items of Plant and Materials to be vested with the *Client* with a written statement that, once the *Contractor*



is paid by the *Client* for such items, the property in such items of Plant and Materials shall vest with the *Client*.

Amendment 10: Delete and amend Clause X20.1 as follows:

- Delete clause X20.1 and renumber clause X20.2 as X20.1.
- Renumber clause X20.3 as X20.2
- Delete clause X20.3
- Renumber clause X20.5 as X20.3 but then amend renumbered X20.3 as follows: "The *Client* may add a Key Performance Indicator with the agreement of the *Contractor*".
- Add new clause X20.4 as follows:
X20.4: 'For the avoidance of doubt no incentive shall be paid to the *Contractor* in the event that the *Contractor* meets or exceeds any KPI target nor shall the Contractor be liable to the client for any damages, monetary or otherwise, to the Client in the event the *Contractor* does not meet any of the KPI targets set out in the *KPI Schedule*.'



SCHEDULE A - CYBER ESSENTIALS

CYBER ESSENTIALS SCHEME

1. DEFINITIONS

1.1 In this Schedule, the following words shall have the following meanings:

"Cyber Essentials Scheme"	the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats (as may be amended from time to time). Details of the Cyber Essentials Scheme can be found here: https://www.gov.uk/government/publications/cyber-essentials-scheme-overview ;
"Cyber Essentials Basic Certificate"	the certificate awarded on the basis of self-assessment, verified by an independent certification body, under the Cyber Essentials Scheme and is the basic level of assurance;
"Cyber Essentials Certificate"	Cyber Essentials Basic Certificate, the Cyber Essentials Plus Certificate or the Cyber Essential Scheme certificate equivalent to be provided by the <i>Contractor</i> as set out in the Framework Data Sheet;
"Cyber Essential Scheme Data"	sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme; and
"Cyber Essentials Plus Certificate"	the certification awarded on the basis of external testing by an independent certification body of the <i>Contractor's</i> cyber security approach under the Cyber Essentials Scheme and is a more advanced level of assurance.



2. CYBER ESSENTIALS OBLIGATIONS

2.1 Where the Scope requires that the *Contractor* provide a Cyber Essentials Certificate prior to the execution of the *works* the *Contractor* shall provide a valid Cyber Essentials Certificate, then on or prior to the commencement of the *works* the *Contractor* delivers to the *Client* evidence of the same. Where the *Contractor* fails to comply with this paragraph it shall be prohibited from commencing the carrying out of the *works* under any contract until such time as the *Contractor* has evidenced to the *Client* its compliance with this paragraph 2.1.

2.2 Where the *Contractor* continues to Process Cyber Essentials Scheme Data during the carrying out of the *works* the *Contractor* delivers to the *Client* evidence of renewal of the Cyber Essentials Certificate on each anniversary of the first applicable certificate obtained by the *Contractor* under paragraph 2.1.

2.3 Where the *Contractor* is due to Process Cyber Essentials Scheme Data after the commencement of the *works* but before completion of the *works* the *Contractor* delivers to the *Client* evidence of:

2.3.1 a valid and current Cyber Essentials Certificate before the *Contractor* Processes any such Cyber Essentials Scheme Data; and

2.3.2 renewal of the valid Cyber Essentials Certificate on each anniversary of the first Cyber Essentials Scheme certificate obtained by the *Contractor* under paragraph 2.1.

2.4 In the event that the *Contractor* fails to comply with paragraphs 2.2 or 2.3 (as applicable), the *Client* reserves the right to terminate this contract for material Default.

2.5 The *Contractor* ensures that all sub-contracts with Sub-Contractors who Process Cyber Essentials Data contain provisions no less onerous on the Sub-Contractors than those imposed on the *Contractor* under this contract in respect of the Cyber Essentials Scheme under paragraph 2.1 of this Schedule

2.6 This Schedule shall survive termination or expiry of this contract.

3. CONTRACT DATA PART ONE



**UK Research
and Innovation**

**NEC4 ENGINEERING &
CONSTRUCTION
CONTRACT, CONTRACT
DATA PART ONE**





Engineering and Construction Contract

Contract Data Forms

June 2017

(with amendments January 2019)

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 Engineering and Construction Contract June 2017 (with amendments January 2019)

Main Option Option for resolving and avoiding disputes

Secondary Options

The *works* are

The *Client* is

Name

Address for communications

Address for electronic communications

The *Project Manager* is

Name

Address for communications

Address for electronic communications

The *Supervisor* is

Name

(b) (1) (A), FOIA Section 40 Personal Information, FOIA Section 43 Commercial

Address for communications

Address for electronic communications

The Scope is in

(b) (1) (A), FOIA Section 40 Personal Information, FOIA Section 43 Commercial

The Site Information is in

(b) (1) (A), FOIA Section 40 Personal Information, FOIA Section 43 Commercial

The *boundaries of the site are*

(b) (1) (A), FOIA Section 40 Personal Information, FOIA Section 43 Commercial

The *language of the contract is*

English

The *law of the contract is the law of*

England and Wales, subject to the jurisdiction of the courts of England and Wales.

The *period for reply is*

2 weeks

except that

The following matters will be included in the Early Warning Register

(b) (1) (A), FOIA Section 40 Personal Information, FOIA Section 43 Commercial

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

Monthly

2 The Contractor'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)	Completion of Main Building Works	23/05/24

If Option C, D, E or F is used ~~The Contractor prepares forecasts of the total Defined Cost for the whole of the the works at intervals no longer than~~

3 Time

The *starting date* is

The *access dates* are

part of the Site	date
(1) <input type="text" value="Access to the whole of the site"/>	<input type="text" value="the Contract Date"/>
(2) <input type="text"/>	<input type="text"/>
(3) <input type="text"/>	<input type="text"/>

The *Contractor* submits revised programmes at intervals no longer than FOIA Section 43 Commercial

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

Taking over the works before the Completion Date The *Client* **is not** willing to take over the works before the Completion Date

If no programme is identified in part two of the Contract Data The period after the Contract Date within which the *Contractor* is to submit a first programme for acceptance is

4 Quality management

The period after the Contract Date within which the *Contractor* is to submit a quality policy statement and quality plan is FOIA Section 43 Commercial

The period between Completion of the whole of the works and the *defects date* is FOIA Section 43 Commercial

The *defect correction period* is FOIA Section 43 Commercial except that

The defect correction period for a Defect occurring when working within an operational building/facility or following Completion or 'take over' by the Employer is;

Defects 'Type A*' – A Defect resulting in an emergency which gives rise to an unacceptable security, health or safety risk to the Building Users and/ or their property is Two (2) Hours

To include –

- Gas or water leaks
- Security related items
- Blockages in drainage or plumbing systems immediately
- Inoperative heating system
- External landscape / façade type
- Inoperative cooling system
- Potentially dangerous gas/electricity faults
- Emergency alarm system faults
- Dangerous Structures/ installations
- Leaks to hot and cold-water supply
- Electrical Supply
- Roof leaks

Defects 'Type A' – A Defect resulting in an emergency that immediately affects the functional use of a part or all of building/facility is twenty-four (24) hours. To include –

- Gas or water leaks
- Security related items
- External landscape / façade type
- Blockages in drainage or plumbing systems immediately
- Inoperative heating system
- Inoperative cooling system
- Potentially dangerous gas/electricity faults
- Emergency alarm system faults
- Dangerous Structures/ installations
- Leaks to hot and cold-water supply
- Electrical Supply
- Roof leaks

Defects 'Type B' – A Defect that has an adverse but manageable effect on the functional use of the building/facility is five (5) days. To include –

- Defective ironmongery
- Sticking doors or windows
- Single electric light or power point failure
- Brickwork
- Cupboards
- Doors
- Door locks and fittings – internal
- Guttering

Defects 'Type C' – All Other Defects are Two (2) Weeks or Ten (10) Working Days. To include –

- Defective ironmongery
- Sticking doors or windows
- Single electric light or power point failure
- Brickwork
- Cupboards
- Doors
- Door locks and fittings – internal
- Guttering

(Notes)

1. With notification of Defects Type(s) A* and A, the Contractor is to allow for intervention by the Employer where required.
2. Where a Defect is of such a nature that an extended defect correction period is required and is Accepted by the Project Manager then the Contractor acts expeditiously to correct the Defect within a stated period of extension).

5 Payment

The *currency of the contract* is the

The *assessment interval* is

FOIA Section 43 Commercial

base 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 D is used — The *Contractor's share percentages* and the *share ranges* are

<i>share range</i>		<i>Contractor'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, D, E or F is used The *exchange rates* are those published in
on (date)

6 Compensation events

The place where weather is to be recorded is

The *weather measurements* to be recorded for each calendar month are

- the cumulative rainfall (mm)
- the number of days with rainfall more than 5 mm
- the number of days with minimum air temperature less than 0 degrees Celsius
- the number of days with snow lying at hours GMT

and these measurements:

NOT APPLICABLE

FOIA Section 43 Commercial



Wind speed is dealt within under a separate Z Clause within the Contract

Where no recorded data are available

Assumed values for the ten year weather return *weather data* for each *weather measurement* for each calendar month are

NOT APPLICABLE

If Option A or B is used

The ~~value engineering percentage is 50%, unless another percentage is stated here, in which case it is~~

%

If Option B or D is used

The ~~method of measurement is~~

If there are additional compensation events

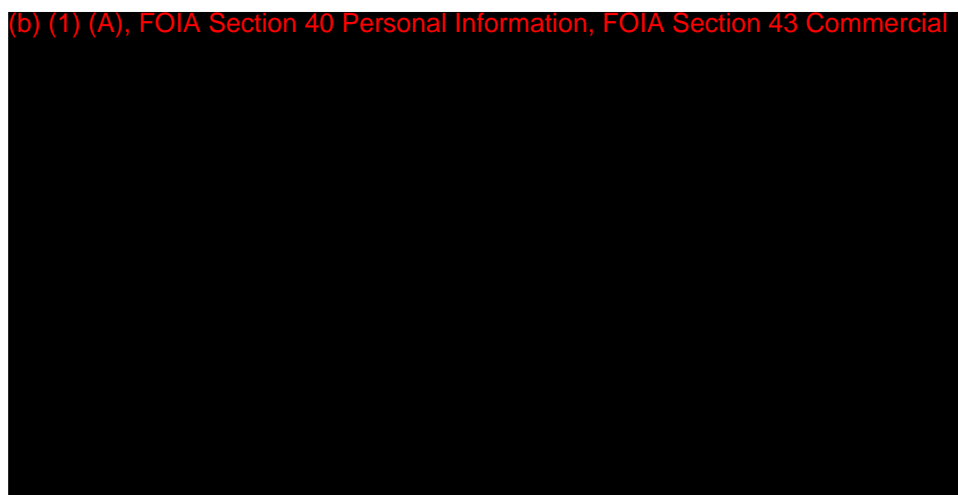
~~These are additional compensation events~~

8 Liabilities and insurance

If there are additional *Client's* liabilities

These are additional *Client's* liabilities

(b) (1) (A), FOIA Section 40 Personal Information, FOIA Section 43 Commercial



If the *Client* is to provide
Plant and Materials

(b) (1) (A), FOIA Section 40 Personal Information, FOIA Section 43 Commercial

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

If additional insurances are
to be provided

Resolving and avoiding disputes

The *tribunal* is

If the *tribunal* is arbitration The *arbitration procedure* is

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

If Option W1 or W2 is used



If Option W3 is used

Address for communications

Address for electronic communications

The Dispute Avoidance Board visit the Site at intervals no longer than months

The *Dispute Avoidance Board* nominating
body is

X1: Price adjustment for inflation (used only with Options A, B, C and D) (NOT USED)

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"/>	non-adjustable	<input type="text"/>
1.00	<input type="text"/>		

The *base date* for indices is

These indices are

X2: Changes in the Law (USED)

X2 is Used

X3: Multiple currencies (used only with Options A and B) (NOT USED)

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)

X4: Parent Company Guarantee

If Option X4 is used Required.

X5: Sectional Completion (NOT USED)

If Option X5 is used The completion date for each section of the works 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 (NOT USED)

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

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

section	description	amount per day
(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 works is		<input type="text"/>

X7: Delay damages

If Option X7 is used without Option X5 Delay damages for Completion of the whole of the works are: - £2,128 per working day

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

section	description	amount per day
(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 works are		<input type="text"/>

X8: Undertakings to the Client or Others (NOT USED)

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

_____ provided to

The *Subcontractor undertaking to Others* are

works _____ provided to

The *Subcontractor undertaking to the Client* are

works

X10: Information modelling (NOT USED)

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 Contractor is to submit a first Information Execution Plan for acceptance is

The minimum amount of insurance cover for claims made against the Contractor arising out of its failure to use the skill and care normally used by professionals providing information similar to the Project Information is, in respect of each claim

The period following Completion of the whole of the works or earlier termination for which the Contractor maintains insurance for claims made against it arising out of its failure to use the skill and care is

X12: Multiparty collaboration (NOT USED)

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

(b) (1) (A), FOIA Section 40 Personal Information, FOIA Section 43 Commercial

X14: Advanced payment to the Contractor (NOT USED)

If Option X14 is used

The amount of the advanced payment is

The period after the Contract Date from which the Contractor repays the instalments in assessments is

The instalments are (either an amount or a percentage of the payment otherwise due)

Advanced payment bond — An advanced payment bond ~~is/is not~~ required. (Delete as applicable)

X15: The Contractor's design

If Option X15 is used

(b) (1) (A), FOIA Section 40 Personal Information, FOIA Section 43 Commercial

X16: Retention

If Option X16 is used

(b) (1) (A), FOIA Section 40 Personal Information, FOIA Section 43 Commercial

Retention bond

The Contractor may not give the Client a retention bond.

X17: Low performance damages (NOT USED)

If Option X17 is used — The amounts for low performance damages are

amount — performance level

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

X18: Limitation of liability

If Option X18 is used

(b) (1) (A), FOIA Section 40 Personal Information, FOIA Section 43 Commercial

X20: Key Performance Indicators

If Option X20 is used

The *schedule of project* for Key Performance Indicators agreed between the parties are contained in the KPI Schedule as included in the Scope.

See Amendment to Contract Z Clauses

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

TBC months

X22: Early Contractor involvement (only used with Options C and E) (NOT USED)

If Option X22 is used

The Budget is

item	description	amount
(1)		
(2)		
(3)		
(4)		
Total		

The Contractor prepares forecasts of the total Defined Cost of the work to be done in Stage One at intervals no longer than

The Contractor prepares forecasts of the total Project Cost at intervals no longer than than

If there are additional events which could change the Budget

These are additional events which could change the Budget

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

The budget incentive is % of the saving

Y(UK)1: Project Bank Account

Charges made and interest paid by the project bank

The Contractor is to pay the charges in connection with taking out and maintaining the project bank account. The Contractor is entitled and is to be paid all interest accrued, if any, in maintaining the project bank account.

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

FOIA Section 43 Commercial

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

If Option Y(UK)3 is used

term

beneficiary

term	beneficiary

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

term

beneficiary

term	beneficiary
The provisions of Options Y(UK)1	Named Suppliers

Z: Additional conditions of contract

If Option Z is used

The additional conditions of contract are

Z2, Z4, Z5, Z7, Z10, Z13, Z16, Z22, Z42, Z44, Z47, Z48, Z101, Z200
--

CONTRACT DATA PART TWO

PART TWO – DATA PROVIDED BY THE CONTRACTOR

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

1 General

The *Contractor* is

Name

Russells Limited

Address for communications

13 Westpoint Enterprise Park, Clarence Avenue, Trafford Park, Manchester M17 1QS

Address for electronic communications

(b) (1) (A), FOIA Section 40 Personal Information, FOIA Section 43 Commercial

The *fee percentage* is

The *working areas* are

The *key persons* are

All the key people including all qualifications, expertise and experience as set out in the key person schedule (and CV's) as included in the Stage 2 tender submission, save for any changes already agreed between the *Client* and the *Contractor*. See Annex 1 to this CD P2.

The following matters will be included in the Early Warning Register

NOT APPLICABLE

2 The Contractor's main responsibilities

If the Contractor is to provide The Scope provided by the Contractor for its design is in Scope for its design

See all documents listed as part of the 'Scope provided by the Contractor.'

3 Time

If a programme is to be identified in the Contract Data The programme identified in the Contract Data is

If the Contractor is to decide the completion date for the whole of the works The completion date for the whole of the works is

(b) (1) (A), FOIA Section 40 Personal Information, FOIA Section 43 Commercial

5 Payment

If Option A or C is used The activity schedule is

If Option B or D is used The bill of quantities is

If Option A, B, C or D is used The tendered total of the Prices is

28,686,124.48

If Option F is used Work which the Contractor will do is

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

Resolving and avoiding disputes

If Option W1 or W2 is used The Senior Representatives of the Contractor are

Name (1)

Address for communications

Address for electronic communications

FOIA Section 40 Personal Information

Name (2)
Address for communications

Address for electronic communications

(b) (1) (A), FOIA Section 40 Personal Information, FOIA Section 43 Commercial

If Option W3 is used and the number of members of the Dispute Avoidance Board is three

The Contractor's nomination for the Dispute Avoidance Board is

Name
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

X22: Early Contractor involvement (only used with Options C and E)

If Option X22 is used

The Stage One *key persons* are

Name (1)
Job
Responsibilities
Qualifications
Experience
Name (2)
Job
Responsibilities
Qualifications
Experience

The Pricing Information is in

Y(UK)1: Project Bank Account

If Option Y(UK)1 is used

The *project bank* is

To be set up and identified immediately following the Contract Date

named suppliers are

Full list to be agreed with the Client and Project Manager following the Contract Date

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

The listed items of Equipment purchased for work on the contract, with an on cost charge, are

Equipment	time related on cost charge	per time period

The rates for special Equipment are

Equipment	rate

The rates for Defined Cost of manufacture and fabrication outside the Working Areas by the Contractor are

category of person	rate

The rates for Defined Cost of design outside the Working Areas are

category of person	rate

The categories of design people whose travelling expenses to and from the Working Areas are included as a cost of design of the works and Equipment done outside the Working Areas are