

# Short Contract

**A contract between**

United Kingdom Research and Innovation,  
Polaris House,  
North Star Avenue,  
Swindon, England,  
SN2 1FL

**and**

Drax (UK) Limited  
Pixmore Centre  
Pixmore Avenue  
Letchworth,  
Herts  
SG6 1JG

**for**

Contract for the supply of MRC LMB Electrical Services  
Maintenance

Contract Forms

Contract Data

The *Contractor's Offer* and *Client's Acceptance*

Price List

Scope

**Notes about the contract are printed in boxes like this one. They are not part of the contract.**



# Contract Data: Term Service Short Contract

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## Contract Data Forms

June 2017  
(with amendments October 2020)

# Contract Data

## The *Client's* Contract Data

The *Client* is

Name

Address for communications

Address for electronic communications

If the *Client* appoints a *Client's Agent*, the *Client's Agent* is

Name

Address for communications

Address for electronic communications

The authority of the *Client's Agent* is

The *service* is

The *starting date* is

The *service period* is  months

The *period for reply* is  weeks

The *assessment day* is the  of each month

Are the rates and Prices in the contract adjusted for inflation? **Yes / No** (delete as applicable)

If yes the *index* is  provided by

The United Kingdom Housing Grants, Construction and Regeneration Act (1996) **does/does not** apply (delete as applicable)

# Contract Data

## The *Client's* Contract Data

The *Adjudicator* is

Name

Address for communications

Address for electronic communications

The interest rate on late payment is  % per complete week of delay.

**Insert a rate only if a rate less than 0.5% per week of delay has been agreed.**

For any one event, the liability of the *Contractor* to the *Client* for loss of or damage to the *Client's* property is limited to

The *Client* provides this insurance

**Only enter details here if the *Client* is to provide insurance.**

The minimum amount of cover for the second insurance stated in the Insurance Table is, for any one event

The minimum amount of cover for the third insurance stated in the Insurance Table is, for any one event

The *Adjudicator* nominating body is

The *tribunal* is

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

# Contract Data

## The *Client's* Contract Data

The *conditions of contract* are the NEC4 Term Service Short Contract June 2017 (with amendments October 2020) and the following additional conditions

**Only enter details here if additional conditions are required.**

### 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 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.

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 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.

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

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, 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.

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 Contractor 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 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.

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 Contractor 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 Contractor 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 Contractor to take measures to prevent unauthorised persons being admitted to the Affected Property.

2.3 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.

2.4 The Contractor 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 Contractor. 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 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 Service Manager.

2.6 The Contractor 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 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.

3.2 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.

3.3 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.

3.4 The Contractor 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 Contractor makes a notification to the Client pursuant to clause 3.4, 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.

3.6 If the Contractor breaches Clause 3.3, 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.

#### **Clause 4 - Freedom of information**

4.1 The Contractor acknowledges that unless the Service 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.

4.2 The Contractor

- 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.

4.3 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.

4.4 The Contractor does not respond directly to a Request for Information unless authorised to do so by the Service Manager.

4.5 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.

4.6 The Contractor 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 5 - Confidentiality and Information Sharing**

5.1 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.

5.2 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.



5.3 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.

5.4 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.

5.5 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.

5.6 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 5.6

5.7 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.

5.8 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.

5.9 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,

#### **Clause 6 - Tax Compliance**

6.1 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.

6.2 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.

**Clause 7 - Fair payment**

7.1 The Contractor assesses the amount due to a Subcontractor without taking into account the amount certified by the Service Manager.

7.2 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.

# Contract Data

## The Contractor's Contract Data

The Contractor is

Name

Address for communications

Address for electronic communications

The fee percentage is  %

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

The published list of Equipment is

The percentage for adjustment for Equipment is  % (state plus or minus)

# The Contractor's Offer and Client's Acceptance

The Contractor offers to Provide the Service in accordance with these conditions of contract for an amount to be determined in accordance with these conditions of contract.

The offered total of the Prices for part of the service in Part 1 of the Price List is

£60,119.37

The offered total of the Prices for part of the service in Part 2 of the Price List is

£71,750.00

Total of the Prices from the Price List is £131,869.37

Signed on behalf of the Contractor

Name  
Position  
Signature  
Date

FOIA S40 Personal Information

The Client accepts the Contractor's Offer to Provide the Service

Signed on behalf of the Client

Name  
Position  
Signature  
Date

FOIA S40 Personal Information

FOIA S40 Personal Information

# Price List

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

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

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

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

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

The rates and Prices entered for each item includes for all work and other things necessary to complete the item.

## PART 1

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	RATE	PRICE
1	LMB & MRS PPM				FOIA S43 Commercial
2	ARES PPM				

The total of the Prices

## PART 2

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	RATE	PRICE
3	PROVISIONAL SUM LMB & MRS				FOIA S43 Commercial
4	PROVISIONAL SUM ARES				

The total of the Prices

The method and rules used to compile the Price List are

PPM Costs as per submitted Price Schedule (UKRI-1946 Appendix B)

Provisional sums to cover any additional costs for works, parts and spares not covered elsewhere to be called off as and when required.

FOIA S40  
Personal  
Information

# Scope

The Scope should be a complete and precise statement of the *Client's* requirements. If it is incomplete or imprecise there is a risk that the *Contractor* will interpret it differently from the *Client's* intention. The Scope should state clearly the part of the *service* which is to be carried out by the *Contractor* and which does not require the *Client* to issue a Task Order. This part of the *service* is priced in Part 1 of the Price List. Information provided by the *Contractor* should be listed in the Scope only if the *Client* is satisfied that it is required, is part of a complete statement of the *Client's* requirements and is consistent with the other parts of the Scope.

## 1 Description of the service

Give a detailed description of what the *Contractor* is required to do. This may include drawings.

As per UKRI-1946 Appendix A – Specification

## 2 Specifications

List the specifications that apply to the contract.

TITLE	DATE OR REVISION	TICK IF PUBLICLY AVAILABLE

# Scope

## 3 Constraints on how the *Contractor* Provides the Service

**State any constraints on the sequence and timing of work and on the methods and conduct of work including the requirements for any work by the *Client*.**

As per UKRI-1946 Appendix A – Specification

## 4 Requirements for the plan

**State whether a plan is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.**

As per UKRI-1946 Appendix A – Specification

# Scope

## 5 Services and other things provided by the *Client*

Describe what the *Client* will provide, such as services (including water and electricity) and "free issue" Plant and Materials and equipment.

ITEM	DATE BY WHICH IT WILL BE PROVIDED
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]



# Scope

## 6 Property affected by the service

Give information about any property affected by the *service* and any other information which is likely to affect the *Contractor's* work.

As per UKRI-1946 Appendix A – Specification

