

Short Contract

A contract between

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

and

Turner & Townsend Project Management Limited

One New Change
EC4M 9AF
London

for

Project and Cost Management Services

Contract Forms

Contract Data

The *Consultant's Offer* and the *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

The *Client's* Contract Data

The *Client* is

Name

Address for communications

Address for electronic communications

The *service* is

The *starting date* is

The *completion date* is

The *delay damages* are per day

The *law of the contract* is

The *period for reply* is weeks

The *defects date* is weeks after Completion

The *assessment day* is the of each month

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

The *Adjudicator* is

Name

Address for communications

Address for electronic communications

Contract Data

The *Client's* Contract Data

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.

The *Client* provides this insurance

N/A – The client provides no insurances

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

The *Consultant* provides the following insurance cover

INSURANCE AGAINST	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OR EARLIER TERMINATION
Liability of the <i>Consultant</i> for claims made against it arising out of the <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i> .	Limited to £5 million in respect of each claim, without limit to the number of claims	For the duration of the project, including Defects period, warranties, delays and damages. Client applies a minimum Defects period of 52 weeks to each project
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the Service.	£3 million in respect of each event, without limit to the number of events	For the duration of the project, including Defects period, warranties, delays and damages. Client applies a minimum Defects period of 52 weeks to each project
Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	£1 million in respect of each event, without limit to the number of events	For the duration of the project, including Defects period, warranties, delays and damages. Client applies a minimum Defects period of 52 weeks to each project

The *Consultant's* total liability to the *Client* which arises under or in connection with the contract is limited to

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 Professional Service Short Contract June 2017 (with amendments January 2023) and the following additional conditions.

Indemnities

The Consultant indemnifies the Client against claims, proceedings, compensation and costs payable arising out of an infringement by the Consultant of the rights of others, except the infringement which arose out of the use by the Consultant of things provided by the Client.

Clause 1

Freedom of Information Act and the Environmental Information Regulations

The Consultant shall provide all assistance to enable the Client and/or its clients to comply with any request received under the Freedom of Information Act 2000 and/or the Environmental Information Regulations should either be applicable to the Client.

In no event shall the Consultant or its Subcontractors respond directly to a Request for Information unless expressly authorized to do so by the Client.

Clause 2

Transparency

In order to comply with the Government's policy on transparency in the areas of Procurement and contracts the Consultant agrees that the Client and the sourcing documents issued by the Client which led to its creation will be published by the Client on a designated web site.

The entire Contract and all the sourcing documents issued by the Client will be published on the designated web site save where to do so would disclose information the disclosure of which would:

- I. Contravene a binding confidentiality undertaking that protects information which the Client, at the time when it considers disclosure, reasonably considers to be confidential to the Consultant;
- II. Be contrary to regulation 21 of the Public Contracts Regulations 2015 as amended; or
- III. In the reasonable opinion of the Client be prevented by virtue of one or more of the exemptions in the FOIA or one or more of the exceptions in the Environmental Information Regulation (EIR).

If any of the situations in (i), (ii), (iii) apply the Consultant consents to the Contract or sourcing documents being redacted by the Client to the extent necessary to remove or obscure the relevant material and being published on the designated website subject to those redactions.

In this entire clause the expression "sourcing documents" means the advertisement issued by the Client seeking expressions of interest, any pre-qualification questionnaire stage and the invitation to tender.

Clause 3

Termination

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

Clause 4

Modern Slavery Act 2015

The Consultant agrees that during any term or extension it shall complete and return a report as advised below, covering the following, but not limited to areas as relevant and proportionate to the Contract evidencing the actions taken, relevant to the Consultant and your supply chain associated with this Contract.

- Impact assessments undertaken
- Steps taken to address risk/actual instances of modern slavery and how actions have been prioritized
- Evidence of stakeholder engagement
- Evidence of ongoing awareness training
- Business-level grievance mechanisms in place to address modern slavery
- Actions taken to embed respect for human rights and zero tolerance of modern slavery throughout the organization.

The Client reserve the right to audit any and all reports submitted by the Consultant to an extent as deemed necessary and the Consultant shall unreservedly assist Client in doing so.

Note: The Client also reserves the right to amend or increase these frequencies, as it deems necessary to secure assurance in order to comply with the MSA.

The Client requires such interim assurances to ensure that the Consultant is compliant and is monitoring its supply chain, so as to meet the requirements of the above Act.

The Consultant shall complete and return the report to the contact named in the Contract as and when requested but no more than once during the contract period.

The Consultant agrees that any financial burden associated with the completion and submission of this report and associated assistance at any time, shall be at the Consultant cost to do so and will not be reimbursable.

Clause 5

Ownership of intellectual property

All documentation provided as part of this tender exercise is strictly confidential and all design, surveys, reports and other documentation are to be presented as MRC documents.

Contract Data

The Consultant's Contract Data

The *Consultant* is

Name

Address for communications

Address for electronic communications

The *fee percentage* is %

The *people rates* are

category of person	unit	rate
CM Director <small>FOIA Section 40 Personal Information</small>	Day	<small>FOIA Section 43 Commercial</small>
PM Director <small>FOIA Section 40 Personal Information</small>	Day	<small>FOIA Section 43 Commercial</small>
PM Associate Director	Day	<small>FOIA Section 43 Commercial</small>
CM Associate Director <small>FOIA Section 40 Personal Information</small>	Day	<small>FOIA Section 43 Commercial</small>
Senior PM	Day	<small>FOIA Section 43 Commercial</small>
Senior CM	Day	<small>FOIA Section 43 Commercial</small>
Project Manager	Day	<small>FOIA Section 43 Commercial</small>
Cost Manager	Day	<small>FOIA Section 43 Commercial</small>
Admin Support	Day	<small>FOIA Section 43 Commercial</small>

If the work is to be carried out on a time charge basis the *Consultant* includes *people rates* for its own people and people provided by a subconsultant

The *key persons* are

Name (1)

Job

Responsibilities

Qualifications

Experience

The Consultant's Offer and Client's Acceptance

The *Consultant* 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 is

£67,680.00 excluding VAT

Enter the total of the Prices from the Price List. If all work is to be carried out on a time charge basis, enter 'Not Applicable'

Signed on behalf of the *Consultant*

Name FOIA Section 40 Personal Information
Position
Signature
Date 12 January 2024

The *Client* accepts the *Consultant's* Offer to Provide the Service

Signed on behalf of the *Client*

Name FOIA Section 40 Personal Information
Position
Signature
Date 18 January 2024

Price List

ITEM NUMBER	DESCRIPTION	UNIT (Set-up Days/Wk)	EXPECTED QUANTITY (Wks)	RATE (£)	PRICE (£)
1	CM Director <small>FOIA Section 40 Personal Informa</small>				FOIA Section 43 Commercial
2	PM Director				
3	PM Associate Director				
4	CM Associate Director <small>FOIA Section 40 Personal</small>				
5	Senior PM				
6	Senior CM				
7	Project Manager				
8	Cost Manager				
9	Admin Support				

The total of the Prices

£67,680.00 excluding VAT

EXPENSES

The method and rules used to compile the Price List are

- Prices as per fee proposal project and cost management services dated 5th December 2023.
- This is a fee forecast for management of Walter Lilly design, procurement and any early works
- This is a call-off from the MRC Framework Contract UKRI-3108 dated 16th November 2023.

Scope

1 Purpose of the *service*

Project and Cost Management Services for setting up the programme of works with MRC and Walter Lilly for the capital build and refurbishment at Harwell with the MRC.

2 Description of the *service*

Project and Cost Management Services for setting up the programme of works relating to capital build and refurbishment at Harwell with the MRC.

3 Existing information

As set of in the Turner & Townsend Project Management Limited Fee Medical Research Council Framework Projects - Fee Proposal Project and Cost Management Services dated 5th December 2023; and as per scope of works in the MRC Framework Contract dated 16th November 2023

4 Specifications and standards

As set of in the Turner & Townsend Project Management Limited Fee Medical Research Council Framework Projects - Fee Proposal Project and Cost Management Services dated 5th December 2023; and as per scope of works in the MRC Framework Contract dated 16th November 2023

Scope

5 Constraints on how the Consultant Provides the Service

Safety, Health, and Environment (SHE)

The consultant will be required to have a strong and demonstrable commitment to Health and Safety throughout all aspects of its organization, this will be particularly important as works need to take place in a live and operating environment. MRC operate a stringent Health and Safety Management regime and the consultant is to engage and adhere to these policies and procedures.

Security

Security and continuity of the operations at the MRC Harwell are an absolute essential. The MRC therefore has to establish particular site rules and requires any consultant visiting or operating on site to comply with these rules. The Consultant must be aware of the following requirements:

- a. Consultant staff working on the services provided under this contract will need to undergo an Affiliations Sanctions Check and be cleared.
- b. Any staff engaging in unsafe or inappropriate behavior will be requested to leave site and may not be allowed to return in the future.
- c. All information relating to the site, the operations within and to the services provided under this contract are highly confidential and Consultants will be asked to ensure that all staff sign their acknowledgement of this in accordance with the Official Secrets Act 1989.
- d. Information shared with professional service providers may be restricted.

All Consultant's Staff undertaking work for MRC shall: -

- Carry Company Photo ID cards detailing DBS numbers and company contact details.
- Follow the requirements and principles of MRC's site requirements and working practices.

Site Familiarization

The Client will provide details/plans of buildings, and initial site familiarization with the Consultant. Due to the size and complexity of site, it is of utmost importance that the Consultant ensures they send are proficient in finding their way to the locations required. We wish to make it clear that it is the Consultant responsibility to ensure that the site information is cascaded appropriately to their staff.

6 Requirements for the Programme

7 Information and other things provided by the *Client*

No further information to be supplied.

