

# Contract Data

## PART ONE – DATA PROVIDED BY THE CLIENT

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

### 1 General

The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Professional Service Contract June 2017 (with amendments October 2020)

Main Option  Option for resolving and avoiding disputes

Secondary Options

The *service is*

The *Client* is

Name

Address for communications

Address for electronic communications

The *Service Manager* is

Name

Address for communications

Address for electronic communications

The *Scope is in*

The *language of the contract* is

The *law of the contract* is the law of

The *period for reply* is  except that

- The *period for reply* for  is
- The *period for reply* for  is

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

The following matters will be included in the Early Warning Register

Matters that impact cost, programme and/or quality.

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

## 2 The *Consultant's* main responsibilities

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

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

	<i>condition</i> to be met	<i>key date</i>
(1)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>

If Option A is used

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

If Option C or E is used

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

### 3 Time

The *starting date* is

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

access	access date
(1) <input type="text" value="Hydrock Consultants Limited"/>	<input type="text" value="27/11/2023"/>
(2) <input type="text"/>	<input type="text"/>
(3) <input type="text"/>	<input type="text"/>

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

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

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

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

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

### 4 Quality management

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

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

### 5 Payment

The *currency of the contract* is the

The *assessment interval* is

If the *Client* states any *expenses*

The *expenses* stated by the *Client* are

item	amount
<input type="text" value="N/A"/>	<input type="text" value="N/A"/>
<input type="text"/>	<input type="text"/>

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

If the period in which payments are made is not three weeks and Y(UK)2 is not used

The period within which payments are made is

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

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

If Option C is used

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

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

If Option C or E is used

The *exchange rates* are those published in

on  (date)

### 6 Compensation events

If there are additional compensation events

These are additional compensation events

### 8 Liabilities and insurance

If there are additional *Client's* liabilities

These are additional *Client's* liabilities

(1)

(2)

(3)

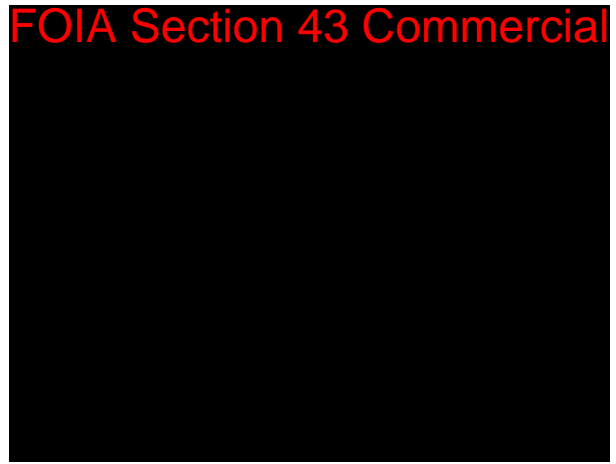
The minimum amount of cover and the periods for which the *Consultant* maintains insurance are

EVENT	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICE OR TERMINATION
The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	FOIA Section 43 Commercial	
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		
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		

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

The *Client* provides these insurances from the Insurance Table

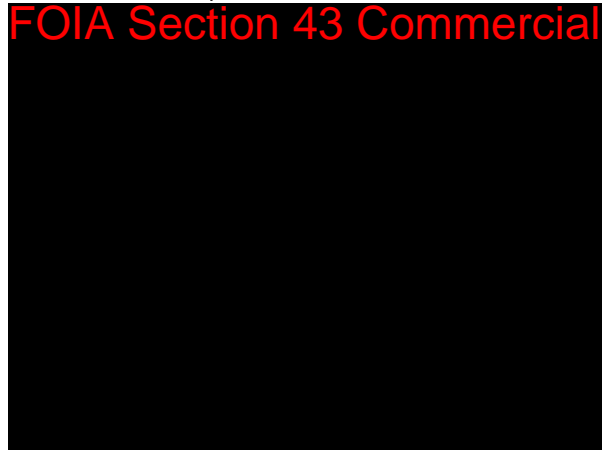
- (1) Insurance against  
Minimum amount of cover is  
The deductibles are
- (2) Insurance against  
Minimum amount of cover is  
The deductibles are
- (3) Insurance against  
Minimum amount of cover is  
The deductibles are



If additional insurances are

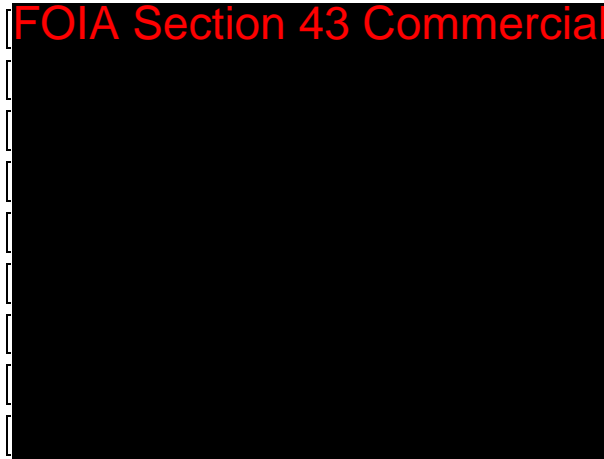
The *Client* provides these additional insurances to be provided

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



The *Consultant* provides these additional insurances

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



The *Consultant's* total liability to the *Client* for all matters arising under or in connection with the contract, other than the excluded matters is limited to £ or the amount of aggregate insurance available.



## Resolving and avoiding disputes

The *tribunal* is

Arbitration

If the *tribunal* is arbitration

The *arbitration procedure* is

The Court of England and Wales

The place where arbitration  
is to be held is

London

The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the *arbitration procedure* does not state who selects an arbitrator is

The Royal Institute of Chartered Surveyors (RICS)

The *Senior Representatives* of the *Client* are

Name (1)

FOIA Section 40 Personal Information

Address for communications

Rutherford Appleton Laboratory, Harwell  
Campus, Didcot, Oxfordshire, OX11 0QX

Address for electronic communications

STFCProcurement@ukri.org

Name (2)

FOIA Section 40 Personal Information

Address for communications

Rutherford Appleton Laboratory, Harwell  
Campus, Didcot, Oxfordshire, OX11 0QX

Address for electronic communications

FOIA Section 40 Personal Information

The *Adjudicator* is

Name

The Royal Institute of Chartered Surveyors  
(RICS)

Address for communications

12 Great George Street,  
London,  
SW1P 3AD

Address for electronic communications

Contactrics@rics.org

The *Adjudicator nominating body* is

The Royal Institute of Chartered Surveyors  
(RICS)

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

If Option X2 is used

The *law* of the project is

**X3: Multiple currencies (used only with Option A)**

If Option X3 is used

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

activities	other currency	total maximum payment in the currency
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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

**X5: Sectional Completion**

If Option X5 is used

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

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

### X6: Bonus for early Completion – NOT USED

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

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

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

### X7: Delay damages – NOT USED

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

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

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

### X8: Undertakings to Others – NOT USED

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

### X10: Information modelling

If Option X10 is used

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

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

One Month



**X12: Multiparty collaboration (not used with Option X20) – 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 – NOT USED**

If Option X13 is used

The amount of the performance bond is

**X18: Limitation of liability**

If Option X18 is used The *Consultant's* liability to the *Client* for indirect or consequential loss is limited to

FOIA Section 43 Commercial  
[Redacted]

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

The *end of liability date* is FOIA Section 43 Commercial

**X20: Key Performance Indicators (not used with Option X12) – NOT USED**

If Option X20 is used The *incentive schedule* for Key Performance Indicators is in [ ]  
A report of performance against each Key Performance Indicator is provided at intervals of [ ] months

**Y(UK)1: Project Bank Account – NOT USED**

If Option Y(UK)1 is used The *Consultant is/is not* to pay any charges made and to be paid any interest paid by the *project bank* (Delete as applicable)  
The *account holder* is the Consultant/the Parties (Delete as applicable)

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

If Option Y(UK)2 is used and the final date for payment is not seven days after the date on which payment becomes due The period for payment is [ 30 ] days after the date on which payment becomes due

**Y(UK)3: The Contracts (Rights of Third Parties) Act 1999 – NOT USED**

If Option Y(UK)3 is used	term	beneficiary
	[ ]	[ ]
	[ ]	[ ]
	[ ]	[ ]
	[ ]	[ ]

If Y(UK)3 is used with	term	beneficiary
Y(UK)1 the following entry is added to the table for Y(UK)3	The provisions of Options Y(UK)1	Named Suppliers

## **Z: Additional conditions of contract**

If Option Z is used                      The *additional conditions of contract* are

### **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 authorised 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 may terminate the Contract by written notice to the Consultant in any of the following circumstances:

- (i) Where it considers that the Contract has been subject to a substantial modification which would have required a new procurement procedure in accordance with Regulation 72(9) of the Public Contracts Regulations 2015(as amended) ("PCR 2015");
- (ii) Where it considers that the Consultant has at the time of the award of the Contract been in one of the situations referred to in Regulation 57(1) of the PCR 2015, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure;
- (iii) Where the Contract should not have been awarded to the Consultant in view of a serious infringement of the obligations under the EU Treaties and Directive 2014/24/EU of the European Parliament and of the Council that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU;
- (iv) Where the European Commission sends a reasoned opinion to the United Kingdom or brings the matter before the Court of Justice of the European Union under Article 258 of the TFEU alleging that the Contract should not have been awarded to the Consultant in view of a serious infringement of the obligations under the Treaties and Directive 2014/24/EU of the European Parliament and of the Council; or
- (v) Where a third party starts court proceedings against the Client seeking a declaration that the Contract is ineffective or should be shortened under Regulations 98 to 101 of the PCR 2015, which the Client considers have a reasonable prospect of success.

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

#### **Clause 4**

##### **Payment to other parties**

The Consultant shall ensure, pursuant to obligations imposed on the Client under Regulation 113(2)(c) of the Public Contracts Regulations 2015 (as amended), that any subcontract awarded by the Consultant contains suitable provisions to impose, as between the parties to the subcontract, requirements that –

- (i) any payment due from the Consultant to the subcontractor under the subcontract is to be made no later than the end of a period of 30 days from the date on which the relevant invoice is regarded as valid and undisputed;
- (ii) any invoices for payment submitted by the subcontractor are considered and verified by the Consultant in a timely fashion and that undue delay in doing so is not to be sufficient justification for failing to regard an invoice as valid and undisputed; and
- (iii) any subcontractor will include, in any subcontract which it in turn awards, suitable provisions to impose, as between the parties to that subcontract, requirements to the same effect as those imposed in paragraphs (i), (ii) and (iii) of this Clause 4, subject to suitable amendment to reflect the identities of the relevant parties.

For the avoidance of doubt, in any situations that the Client is making payments to the Consultant without being presented with an invoice, the absence of an invoice does not waive any obligation regarding payments made by the Consultant to its subcontractors or supply chain.

#### **Clause 5**

##### **Sub-Consultants**

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

#### **Clause 6**

##### **Modern Slavery Act 2015**

The Consultant shall not use, or allow its Subcontractors to use, forced, bonded or involuntary prison labour.

The Consultant shall not require any Consultant staff or Subcontractor staff to lodge deposits or identify papers with the Employer or deny Contractor staff freedom to leave their employer after reasonable notice.

The Consultant warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.

The Consultant warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.

The Consultant shall make reasonable enquiries to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world.

The Consultant shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and shall include in its contracts with its Subcontractors anti-slavery and human trafficking provisions.

The Consultant shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract.

The Consultant shall not use, or allow its employees or Subcontractors to use, physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors.

The Consultant shall not use, or allow its Subcontractors to use, child or slave labour.

The Consultant shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to the Client without delay during the performance of this Contract to utilise the following help and advice service, so as to ensure that it suitably discharges its statutory obligations.

The "Modern Slavery Helpline" refers to the point of contact for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700

The Consultant agrees that during any term or extension it shall complete and return a slavery and trafficking 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 slavery and trafficking 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 Modern Slavery Act.

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 Modern Slavery Act.

The Consultant shall complete and return the slavery and trafficking report to the contact named in the Contract on the anniversary of the commencement of the Contract.

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 Consultants cost to do so and will not be reimbursable.

## **Clause 7**

### **Taxation obligations of the Consultant**

The relationship between Client and the Consultant shall be that of "independent Consultant" which means that the Consultant is not a Client employee, worker, agent or partner, and the Consultant shall not give the impression that they are.

As this is not an employment Contract, the Consultant shall be fully responsible for all their own tax, including any national insurance contributions arising from carrying out the Services.

- (1) The Consultant in respect of consideration received under this Contract, the Consultant shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.
- (2) Where the Consultant is liable to National Insurance Contributions (NICs) in respect of consideration received under this Contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.
- (3) The Client may, at any time during the term, completion extension or post termination of this Contract, request the Consultant to provide information which demonstrates how the Consultant complies with its obligations under tax and National insurance Clauses (1) and (2) above or why those Clauses do not apply to it.

A request under Clause (3) above may specify the information which the Consultant shall provide and the period within which that information must be provided.

In the case of a request mentioned in clause (3) above, the provision of inadequate information or a failure to provide the information within the requested period, during any term or extension, may result in the Client terminating the Contract.

Any obligation by the Consultant to comply with Clause (1), (2), (3) shall survive any term, extension, completion or termination and the Consultants obligations to Indemnify the Client shall survive without limitation until such time as any of

these obligations are complied with.

The Client may supply any information, including which it receives under Clause (3) to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

If the Client has to pay any such obligations owed by the Consultant under Clauses (1) and (2) then the Consultant shall pay back to the Client in full, any money that the Client has to pay, and the Consultant shall also pay back the Client for any fine or compensate the Client for any other punishment imposed on the Client because the tax or national insurance due was not paid by the Consultant.

## **Clause 8**

### **Assignment and Subcontracting**

The Client may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of their rights or obligations under the Contract.

The Consultant may not assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract, without prior written consent from the Client.

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

**PART TWO – DATA PROVIDED BY THE CONSULTANT**

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

**1 General**

The *Consultant* is

Name

Address for communications

Address for electronic communications

The *fee percentage* is

The *key persons* are

Name (1)

Job

Responsibilities

Qualifications

Experience

Name (2)

Job

Responsibilities

Qualifications

Experience

The following matters will be included in the Early Warning Register

**FOIA Section 43 Commercial**

## 2 The Consultant's main responsibilities

If the *Consultant* is to provide Scope

The Scope provided by the *Consultant* is in

Tender submitted on 30/08/23 via Delta e-sourcing portal

## 3 Time

If a programme is to be identified in the Contract Data

The programme identified in the Contract Data is

Tender submitted on 30/08/23 via Delta e-sourcing portal

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

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

N/A

## 5 Payment

If the *Consultant* states expenses

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

item

amount

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

If Option A or C is used

The *activity schedule* is

Included in the Tender submitted on 30/08/23 via Delta e-sourcing portal

The tendered total of the Prices is

FOIA Section 43 Commercial

## Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1)

Address for communications

Address for electronic communications

Name (2)

Address for communications

Address for electronic communications

FOIA Section 40 Personal Information

[Redacted]



**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 Contract Data is

To be produced within one month of entering into contract.

**Y(UK)1: Project Bank Account**

If Option Y(UK)1 is used

The *project bank* is

*named suppliers* are

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

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

location

*overhead percentage*

%

%

%

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

The *people rates* are

category of person

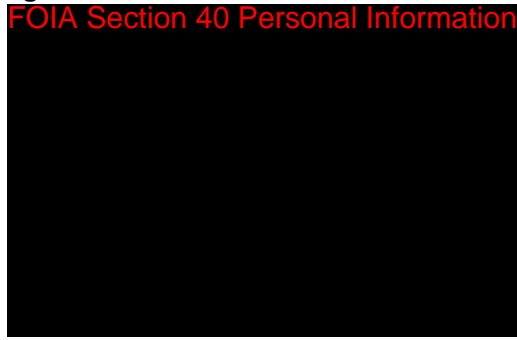
unit

rate

**FOIA Section 43 Commercial**

Signed for and on behalf of **United Kingdom Research and Innovation**

Signature:



Name:

Position:

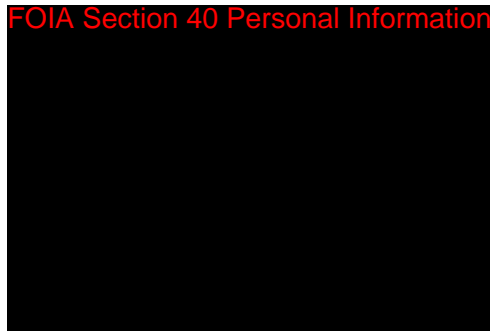
Date:

23rd February 2024  
.....

We accept the terms set out in this Contract.

Signed for and on behalf of **Hydrock Consultants Limited**

Signature:



Name:

Position:

Date:

12<sup>th</sup> February 2024  
.....