



UK Atomic
Energy
Authority

Tender Reference:
T/XXX000/23

UKAEA Example Contract Data

NEC 4 Engineering and Construction

Short Contract

A contract between:

The United Kingdom Atomic Energy Authority

and

.....

.....

For:

Insert Project Title



The Client's Contract Data

The <i>Client</i> is	The United Kingdom Atomic Energy Authority
Address	K2, Culham Science Centre, Abingdon, Oxon. OX14 3DB
<i>Client's</i> representative	The <i>Client's</i> representative is the <i>Project Manager</i>, insert name. And his authority is to act on behalf of the <i>Client</i> except that the <i>Client's</i> Procurement representative must concur in any assessment of a Compensation Event or any other financial or contractual agreement.
Address	UK Atomic Energy Authority Culham Science Centre Abingdon Oxon OX14 3DB United Kingdom
Telephone	
Address for electronic communications	insertname@ukaea.uk
The <i>works</i> are	Insert Description
The <i>site</i> is	As described in the Pre-Construction Information and Scope
The starting date is	TBC
The completion date is	To be agreed at Contract Award
The delay damages are	
The period for reply is	2 weeks
The defects date is	52 weeks after Completion
The defects correction period is	2 weeks.
The assessment day is the	The last working day of each month. See Z3 for assessment and invoicing instructions.
The retention is	Nil
Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) as amended by the Local Democracy, Economic Development and Construction Act (2009) apply	Yes
The Adjudicator is	Selected from the <i>Client's</i> panel unless agreed otherwise.



The interest on late payment is:		0.5 % per complete week of delay
For any one event, the liability of the <i>Contractor</i> to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to:		The sum stated below in respect of the relevant insurance.
The <i>Client</i> provides this insurance:		Not Applicable
The minimum amount of cover for the third insurance stated in the Insurance Table is, for any one event:		£10,000,000
The minimum amount of cover for the fourth insurance stated in the Insurance Table is, for any one event:		£5,000,000
The <i>Contractor</i> provides the following additional insurance:		Professional Indemnity Insurance at a minimum of £1,000,000
The Adjudicator nominating body is		The Chairman of the NEC Users Group
The tribunal is		Arbitration
If the <i>tribunal</i> is arbitration, the arbitration procedure is		The Institution of Civil Engineers' Arbitration Procedure current at the <i>starting date</i> .
The <i>conditions of contract</i> are the NEC4 Engineering and Construction Short Contract June 2017 and the following additional conditions		
Z1	Confidentiality	
Z1.1	The <i>Contractor</i> does not disclose information obtained in connection with Providing the Works except when necessary to carry out its duties under this Contract.	
Z1.2	The <i>Contractor</i> may publicise any matter about the <i>works</i> or arising out of this Contract only with the <i>Client's</i> written agreement.	
Z2	Ownership and use of information.	
Z2.1	The <i>Contractor</i> has the right to use the information provided by the <i>Client</i> only for this contract. The <i>Contractor</i> may make this right available to a Subcontractor. As soon as possible after Completion of the task for which the information was provided the <i>Contractor</i> returns the information to the <i>Client</i> . No information provided by the <i>Client</i> is retained by the <i>Contractor</i> beyond the <i>defects date</i> .	
Z2.2	Except as stated otherwise in the contract and subject to pre-existing rights, the <i>Client</i> owns the <i>Contractor's</i> rights over information prepared for the contract by the <i>Contractor</i> wherever such information is generated.	
Z2.3	The <i>Contractor</i> clearly identifies the <i>Client</i> as copyright owner on all information prepared for the contract.	
Z2.4	The <i>Contractor</i> obtains any other rights for the <i>Client</i> as stated in the contract.	
Z2.5	The <i>Contractor</i> obtains for the <i>Client</i> equivalent rights to those above from all Subcontractors in respect of information prepared by them. The <i>Contractor</i> provides to the <i>Client</i> the documents which transfer these rights to the <i>Client</i> .	
Z2.6	As soon as possible after Completion of the contract but before the <i>defects date</i> the <i>Contractor</i> provides the <i>Client</i> all of the information which the <i>Contractor</i> has provided under the contract. Where the <i>Client</i> agrees in writing that the <i>Contractor</i> may use the information that he has provided under the contract for other work, the <i>Contractor</i> may make and retain copies of such information.	



Z2.7	<p>The <i>Client</i> may disclose the information of the <i>Contractor</i>:</p> <ul style="list-style-type: none"> i) on a confidential basis to Government for any proper purpose of the <i>Client</i>; ii) to the extent that the <i>Client</i> (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; iii) on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in clause Z2.8 (including any benchmarking organisation) for any purpose relating to or connected with this contract; iv) on a confidential basis for the purpose of the exercise of its rights under this contract; <p>and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the <i>Client</i> under this condition Z2.</p>
Z2.8	<p>“Government” means all Central Government Departments, their Executive Agencies and Non-Departmental Public Bodies including Parliament and Parliamentary Committees.</p>
Z2.9	<p>In this condition ‘information’ includes all information, intellectual property rights, designs, calculations, records, images, photographs, graphics, test pieces, models etc.</p>
Z3	<p>Applications for payment and Provision of Tax Invoice</p>
	<p>For the purposes of Condition 5 (Payment) the <i>Contractor's</i> applications for payment are in the form of a Payment Assessment and Certificate Form (completed by the <i>Contractor</i> and the <i>Project Manager</i>) and a tax invoice for the sum assessed as due and equal to that stated in the Payment Assessment and Certificate Form. The tax invoice separately identifies applicable VAT.</p> <p>Applications for payment are to be received within one week of the <i>assessment day</i> and should be sent to:</p> <p>UK Atomic Energy Authority Accounts Payable, K2/1.09, Culham Science Centre, Abingdon, Oxon. OX14 3DB. Finance@uk-atomic-energy.org.uk</p> <p>Copies are to be sent to the <i>Project Manager</i> at the same time.</p>
Z4	<p>Bribery Act 2010</p>
Z4.1	<p>The <i>Contractor</i> shall:</p>
Z4.1.1	<p>Comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (‘Relevant Requirements’);</p>
Z4.1.2	<p>Not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom;</p>
Z4.1.3	<p>Comply with the <i>Client's</i> procedures relating to ethics and Propriety, as highlighted to him from time to time (‘Relevant Policies’);</p>
Z4.1.4	<p>Not do, or omit to do, any act that will cause or lead the <i>Client</i> to be in breach of any of the Relevant Requirements;</p>



Z4.1.5	Have and shall maintain in place throughout the term of this contract his own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and condition Z5, and will enforce them where appropriate. The <i>Contractor</i> shall provide such supporting evidence of compliance as the <i>Client</i> may reasonably request;
Z4.1.6	If requested, other than in relation to a breach of this condition Z5, provide the <i>Client</i> with any reasonable assistance, at the <i>Client's</i> reasonable cost, to enable the <i>Client</i> to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with any of the Relevant Requirements or Relevant Policies;
Z4.2	The <i>Contractor</i> warrants and represents that neither the <i>Contractor</i> nor any of its officers, employees or other persons associated with it;
Z4.2.1	Has been convicted of any offence involving bribery or corruption, fraud or dishonesty;
Z4.2.2	Having made reasonable enquiries, so far as it is aware, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Relevant Requirements; or
Z4.2.3	Has been or is listed by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or other government contracts;
Z4.3	The <i>Contractor</i> shall immediately notify the <i>Client</i> if, at any time during the term of this contract, its circumstances, knowledge or awareness changes such that he would not be able to comply with this condition Z5 or repeat the warranties set out in condition Z5 at the relevant time.
Z5	Health, Safety and Environmental (HSE) legislation
Z5.1	The <i>Client</i> may also terminate under clause 90.3 (Reason 4) if the <i>Contractor</i> substantially fails to comply with HSE legislation and /or the requirements of the contract in so far as they relate to health, safety and the environment.
Z5.2	The <i>Contractor</i> shall notify the <i>Client</i> and <i>Project Manager</i> as soon as practicable of any health and safety incidents or material health and safety hazards at the Site of which it becomes aware and which relate to or arise in connection with the performance of this contract. The <i>Contractor</i> shall instruct its staff, agents and Subcontractors to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.
Z6	Programme
Z6.1	Where applicable the <i>Contractor</i> submits a programme with its tender in the format defined in the Appendices to the <i>Contractor's</i> Contract Data and, unless otherwise stated in the Scope, provides progress updates to the <i>Project Manager</i> on a fortnightly basis and submits updated versions of the Programme to the <i>Project Manager</i> on a monthly basis to coincide with monthly progress review meetings. Programmes shall show actual progress against all activities included in the Price List along with all documentation preparation and review activities, hold points, time risk allowances, float etc and with critical path activities clearly identified as such. Within a week of the <i>Contractor</i> submitting a programme the <i>Project Manager</i> either accepts it or notifies the <i>Contractor</i> of the reasons for not accepting it (such as it does not comply with the requirements above or the Scope or is impracticable). If the



	<p><i>Project Manager</i> does not accept the programme the <i>Contractor</i> amends it and re-submits it within one week.</p> <p>Once accepted by the <i>Project Manager</i> the programme becomes the accepted programme for the remaining <i>works</i> and supersedes previous accepted programmes.</p>
Z6.2	This condition Z7 supersedes and replaces core clause 31.1
Z7	Loss or damage to <i>Client's</i> property
	If the <i>Contractor</i> causes any loss or damage to the <i>Client's</i> property, the <i>Client</i> may replace the loss or repair the damage as and in whatever manner it decides and the <i>Contractor</i> pays the <i>Client's</i> costs.
Z8	Communications
	Further to Condition 13, the <i>Contractor</i> obeys an oral instruction or order given by the <i>Project Manager</i> or by the Culham Patrol Force or other emergency services in an emergency. The <i>Project Manager</i> records and confirms an oral instruction or order given by them in an emergency within one day excluding Saturdays, Sundays and public or privilege holidays. The <i>Contractor</i> orally notifies the <i>Project Manager</i> of an instruction or order given by the Culham Patrol Force or other emergency services within one hour and records and confirms the instruction or order within one day excluding Saturdays, Sundays and public or privilege holidays. Confirmation of an oral instruction or order is in a form which can be read, copied and recorded.
Z9	Key People
	The <i>Contractor</i> either employs each of the key people named to do the job stated in the Appendices to the <i>Contractor's</i> Contract Data or employs a replacement person who has been accepted by the <i>Project Manager</i> . The <i>Contractor</i> submits the name, relevant qualifications and experience of a proposed replacement person to the <i>Project Manager</i> for acceptance. A reason for not accepting the person is that their relevant qualifications and experience are not as good as those of the person who is to be replaced.
Z10	Acceptance of sub-contractors
	The <i>Contractor</i> does not employ sub-contractors without prior approval by the <i>Project Manager</i> .
Z11	Rights of Third Parties
	No term of this Contract is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Contract.
Z12	Title in <i>works</i> paid for prior to Completion
Z12.1	Where the Price for Work Done to Date includes the costs of Plant and Materials at the <i>Contractor's</i> or his sub-contractors works such Plant and Materials are considered as the absolute property of the <i>Client</i> and the <i>Contractor</i> takes all such steps as are reasonably necessary (including the marking of all such Plant and Materials with this contract number and as the property of the <i>Client</i> and entering appropriate details into his records) to ensure that the <i>Client's</i> title in such Plant and Materials is brought to the attention of any sub-contractors and any other persons with interest in the <i>works</i> . The <i>Contractor</i> provides the <i>Client</i> with evidence of its compliance with these requirements.
Z12.2	Regardless of the <i>Client's</i> title in such Plant and Materials the <i>Contractor</i> remains liable for any loss or damage to them prior to Completion.



Z12.3	In the event of the rejection of any element of the <i>works</i> in accordance with the provisions of the Contract, sums already paid for such elements of the <i>works</i> are recoverable from the <i>Contractor</i> by the <i>Client</i> and following recovery of such sums, title in the rejected elements of the <i>works</i> is transferred to the <i>Contractor</i> .
Z13	<i>Contractor's Design</i>
	<p>The <i>Contractor</i> designs the parts of the <i>works</i> which the Scope states it is to design and submits particulars of its design to the <i>Project Manager</i> for acceptance.</p> <p>Reasons for not accepting the <i>Contractor's</i> design are that it does not comply with the Scope or it does not comply with the applicable law. The <i>Contractor</i> does not proceed with the relevant work until the <i>Project Manager</i> has accepted its design.</p> <p>The <i>Project Manager's</i> acceptance of the <i>Contractor's</i> design does not relieve the <i>Contractor</i> from responsibility for its design.</p>
Z14	<i>Funding Constraints</i>
Z14.1	In addition to any other reasons set out in the contract a reason for the <i>Project Manager</i> not accepting a revised programme, is that the revised programme does not comply with the <i>Client's</i> funding constraints.
Z14.2	The <i>Contractor</i> may not accelerate or re-programme any elements of the <i>works</i> without the <i>Project Manager's</i> acceptance. A reason for not accepting the acceleration or revised programming is that this does not meet the <i>Client's</i> funding constraints.
Z15	<i>Collaboration with other contractors</i>
	The <i>Clients</i> project, which includes the <i>works</i> , involves other specialist contractors working in the same areas as the <i>Contractor</i> and providing equipment and services that may interface with the <i>works</i> . The <i>Contractor</i> cooperates and collaborates with all such other contractors and brings the <i>Client's</i> attention to any potential interface issues as soon as it becomes aware of them.
Z16	<i>Early Warnings and Compensation Events</i>
Z16.1	<p>The <i>Contractor</i> immediately notifies the <i>Client's</i> Procurement representative of the following:</p> <ul style="list-style-type: none">• early warning notifications issued to the <i>Project Manager</i>.• compensation event notifications issued to the <i>Project Manager</i>.• notifications issued to the Adjudicator.• termination notifications issued to the <i>Project Manager</i>. <p>The <i>Client's</i> Procurement representative may attend early warning meetings at their discretion</p>
Z16.2	If the <i>Project Manager</i> has decided and notified the <i>Contractor</i> that the <i>Contractor</i> did not give an early warning of a compensation event which an experienced contractor could have given the event is assessed as if the <i>Contractor</i> had given early warning.
Z17	<i>Payment of Sub-Contractors</i>
	Where the <i>Contractor</i> enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the <i>Contractor</i> to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.



Z18	Modern Slavery
Z18.1	<p>The <i>Contractor</i> shall at all times comply with:</p> <ul style="list-style-type: none"> all Applicable Laws, regulations and sanctions relating to modern slavery and human trafficking including but not limited to the Modern Slavery Act 2015, and any anti-slavery policy adopted by the <i>Client</i> from time to time.
Z18.2	The <i>Contractor</i> shall implement and maintain throughout the duration of the contract due diligence procedures for its own suppliers, subcontractors (including Subcontractors) and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.
Z18.3	<p>The <i>Contractor</i> shall notify the <i>Client</i> as soon as it becomes aware of:</p> <ul style="list-style-type: none"> any breach, or potential breach, of any anti-slavery policy adopted by the <i>Client</i> from time to time, or any actual or suspected slavery or human trafficking in a supply chain which has a connection with the contract.
Z18.4	The <i>Contractor</i> shall permit the <i>Client</i> , and any person nominated by it for this purpose, to have such access on demand to the <i>Contractor's</i> premises, personnel, systems, books and records as the <i>Client</i> may require to verify the <i>Contractor's</i> compliance with this Clause Z18.
Z19	Security
	Site admittance
Z19.1	The <i>Contractor</i> submits to the <i>Project Manager</i> details of people who are to be employed by it and its Subcontractors in Providing the Works. The details include a list of names and addresses, the capacities in which they are employed, and other information required by the <i>Project Manager</i> .
Z19.2	The <i>Project Manager</i> may instruct the <i>Contractor</i> to take measures to prevent unauthorised persons being admitted to the Site.
	Passes
Z19.3	Employees of the <i>Contractor</i> and its Subcontractors are to carry a <i>Client's</i> pass and comply with all conduct requirements from the <i>Client</i> whilst they are on the parts of the Site stated in the Scope.
Z19.4	The <i>Contractor</i> submits to the <i>Project Manager</i> for acceptance a list of the names of the people for whom passes are required. On acceptance, the <i>Project Manager</i> issues the passes to the <i>Contractor</i> . Each pass is returned to the <i>Project Manager</i> when the person no longer requires access to that part of the Site or after the <i>Project Manager</i> has given notice that the person is not to be admitted to the Site.
	Photographs
Z19.5	The <i>Contractor</i> does not take photographs of the Site or the work carried out in connection with the <i>works</i> unless he has obtained the acceptance of the <i>Project Manager</i> .
Z19.6	The <i>Contractor</i> takes the measures needed to prevent it and its Subcontractors' people taking, publishing or otherwise circulating such photographs.



Z20	Cyber Security
	Throughout the duration of the contract the Contractor ensures a valid Cyber Essentials Certificate is in place which has been awarded by one of the Government approved Cyber Essentials Accreditation bodies. Further information available through Procurement Policy Note 09/14.
Z21	Apprenticeships
Z21.1	The <i>Contractor</i> takes all reasonable steps to employ apprentices, and reports to the <i>Client</i> the numbers of apprentices employed and the wider skills training provided, during the delivery of the <i>works</i> .
Z21.2	The <i>Contractor</i> makes available to its people and Subcontractors working on the contract, information about the Government's Apprenticeship programme and wider skills opportunities.
Z22	Data Protection
Z22.1	<p>Definitions:</p> <p>"Data Protection Legislation" is the General Data Protection Regulation (EU 2016/679), the Data Protection Act 2018 (as amended) and any other laws or regulations relating to privacy or personal data applicable in England and Wales.</p> <p>Personal Data" are any data relating to an identified or identifiable individual that are within the scope of protection as "personal data" under the applicable Data Protection Legislation.</p> <p>"Controller", "processor", "data subject", "processing" and "appropriate technical and organisational measures" are as defined in the Data Protection Legislation.</p>
Z22.2	<p>For the purposes of this contract and the Data Protection Legislation</p> <ul style="list-style-type: none">• the Client is the controller and• the Contractor is the processor.
Z22.3	The <i>Contractor</i> processes the Personal Data in accordance with (and so as not to put the <i>Client</i> in breach of) the Data Protection Legislation and only to the extent necessary for the purpose of performing its obligations under this contract.
Z22.4	The <i>Contractor</i> has in place and maintains until the <i>defects date</i> appropriate technical and organisational measures (having regard to the nature of the Personal Data, the state of technological development and the cost of implementing such measures) to protect against accidental, unauthorised or unlawful processing, destruction, loss, alteration or disclosure of, or damage to, Personal Data or to any equipment used to process the Personal Data in respect of the harm that might result from such accidental, unauthorised or unlawful processing, destruction, loss, alteration, disclosure or damage.



Z22.5	<p>The <i>Contractor</i> immediately notifies the <i>Project Manager</i> if it receives</p> <ul style="list-style-type: none">• a request from any person whose Personal Data it holds to access its Personal Data or• a complaint or request relating to the <i>Client's</i> obligations under the Data Protection Legislation.
Z22.6	<p>The <i>Contractor</i> assists and co-operates with the <i>Project Manager</i> in relation to any complaint or request received, including</p> <ul style="list-style-type: none">• providing full details of the complaint or request,• complying with the request within the time limits set out in the Data Protection Legislation and in accordance with the instructions of the <i>Project Manager</i> and• promptly providing the <i>Project Manager</i> with any Personal Data and other information it has requested.
Z22.7	<p>The <i>Contractor</i> allows the <i>Client</i> to conduct periodic audits of the <i>Contractor's</i> compliance with the Data Protection Legislation. The <i>Contractor</i> complies with the instructions of the <i>Project Manager</i> to enable such audits to be carried out.</p>
Z22.8	<p>The <i>Contractor</i> complies with the requirements of the <i>Client</i> in relation to the storage, dispatch and disposal of the Personal Data in any form or medium.</p>
Z22.9	<p>The <i>Contractor</i> immediately notifies the <i>Project Manager</i> on becoming aware of any breach of this clause or of the Data Protection Legislation by the <i>Contractor</i> or any Subcontractor.</p>