

**Revising the programme 32**

- 32.1 The *Consultant* shows on each revised programme
- the actual progress achieved on each operation and its effect upon the timing of the remaining work,
  - the effects of implemented compensation events,
  - how the *Consultant* plans to deal with any delays and to correct notified Defects and
  - any other changes which the *Consultant* proposes to make to the Accepted Programme.
- 32.2 The *Consultant* submits a revised programme to the *Employer* for acceptance
- within the *period for reply* after the *Employer* has instructed him to,
  - when the *Consultant* chooses to and, in any case,
  - at no longer interval than the interval stated in the Contract Data from the *starting date* until Completion of the whole of the *services*.

**Instructions to stop or not to start work 33**

- 33.1 The *Employer* may instruct the *Consultant* to stop or not to start any work and may later instruct him that he may re-start or start it.

**Acceleration 34**

- 34.1 The *Employer* may instruct the *Consultant* to submit a quotation for acceleration to achieve Completion before the Completion Date. The *Employer* states changes to the Key Dates to be included in the quotation. A quotation for an acceleration comprises proposed changes to the Prices and a revised programme showing the earlier Completion Date and the changed Key Dates. The *Consultant* submits details of his assessment with each quotation.
- 34.2 The *Consultant* submits a quotation or gives his reasons for not doing so within the *period for reply*.

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## 7 Rights to material

<b>The Parties' use of material</b>	<b>70</b>	
	70.1	The <i>Employer</i> has the right to use the material provided by the <i>Consultant</i> for the purpose stated in the Scope. The <i>Consultant</i> obtains from a Subconsultant equivalent rights for the <i>Employer</i> to use material prepared by the Subconsultant.
	70.2	The <i>Consultant</i> has the right to use material provided by the <i>Employer</i> only to Provide the Services. The <i>Consultant</i> may make this right available to a Subconsultant. On Completion of the whole of the services, the <i>Consultant</i> returns the material provided by the <i>Employer</i> to him.
	70.3	The Parties do not disclose information obtained in connection with the services except when necessary to carry out their duties under this contract.
	70.4	The <i>Consultant</i> may use the material provided by him under this contract for other work unless stated otherwise in the Scope.
<b>Publicity</b>	<b>71</b>	
	71.1	The <i>Consultant</i> may publicise the services only with the <i>Employer's</i> written agreement.

## Option C: Target contract

<b>Identified and defined terms</b>	<b>11</b> 11.2	(14) The Activity Schedule is the <i>activity schedule</i> unless later changed in accordance with this contract.  (16) The Price for Services Provided to Date is the Time Charge for the work which has been completed.  (18) The Prices are the lump sum prices for each of the activities on the Activity Schedule unless later changed in accordance with this contract.
<b>The Consultant's obligations</b>	<b>21</b> 21.4	The <i>Consultant</i> prepares forecasts of the total Time Charge and <i>expenses</i> for the whole of the <i>services</i> and submits them to the <i>Employer</i> . Forecasts are prepared at the intervals stated in the Contract Data from the <i>starting date</i> until Completion of the whole of the <i>services</i> . An explanation of the changes made since the previous forecast is submitted with each forecast.
<b>Subconsulting</b>	<b>24</b> 24.4	The <i>Consultant</i> submits the proposed contract data for each subcontract for acceptance to the <i>Employer</i> if <ul style="list-style-type: none"> <li>• an NEC contract is proposed and</li> <li>• the <i>Employer</i> instructs the <i>Consultant</i> to make the submission.</li> </ul> <p>A reason for not accepting the proposed contract data is that its use will not allow the <i>Consultant</i> to Provide the Services.</p>
<b>The programme</b>	<b>31</b> 31.4	The <i>Consultant</i> provides information which shows how each activity on the Activity Schedule relates to the operations on each programme which he submits for acceptance.
<b>Acceleration</b>	<b>34</b> 34.3	When the <i>Employer</i> accepts a quotation for an acceleration, he changes the Prices, the Completion Date and the Key Dates accordingly and accepts the revised programme.
<b>Assessing the amount due</b>	<b>50</b> 50.4	Payments for staff whose <i>staff rate</i> is stated in the Contract Data in a currency other than the <i>currency of this contract</i> are included in the amount due as payments to be made to the <i>Consultant</i> in the same currency. Such payments are converted to the <i>currency of this contract</i> in order to calculate the <i>Consultant's</i> share using the <i>exchange rates</i> .
<b>Accounts and records</b>	<b>52</b> 52.2	The <i>Consultant</i> keeps accounts and records of his Time Charge and <i>expenses</i> and allows the <i>Employer</i> to inspect them at any time within working hours.

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## Option E: Time based contract

<b>Identified and defined terms</b>	<b>11</b>			
	11.2	(16)	The Price for Services Provided to Date is the Time Charge for the work which has been completed.	
		(19)	The Prices are the Time Charge.	
<b>The Consultant's obligations</b>	<b>21</b>			
	21.4		The <i>Consultant</i> prepares forecasts of the total Time Charge and expenses for the whole of the <i>services</i> and submits them to the <i>Employer</i> . Forecasts are prepared at the intervals stated in the Contract Data from the <i>starting date</i> until Completion of the whole of the <i>services</i> . An explanation of the changes made since the previous forecast is submitted with each forecast.	
<b>Subconsulting</b>	<b>24</b>			
	24.4		The <i>Consultant</i> submits the proposed contract data for each subcontract for acceptance to the <i>Employer</i> if <ul style="list-style-type: none"> <li>• an NEC contract is proposed and</li> <li>• the <i>Employer</i> instructs the <i>Consultant</i> to make the submission.</li> </ul> <p>A reason for not accepting the proposed contract data is that its use will not allow the <i>Consultant</i> to Provide the Services.</p>	
<b>Acceleration</b>	<b>34</b>			
	34.4		When the <i>Employer</i> accepts a quotation for an acceleration, he changes the Completion Date, the Key Dates and the forecast of the total Time Charge for the whole of the <i>services</i> accordingly and accepts the revised programme.	
<b>Assessing the amount due</b>	<b>50</b>			
	50.5		Payments for staff whose <i>staff rate</i> is stated in the Contract Data in a currency other than the <i>currency of this contract</i> are included in the amount due as payments to be made to the <i>Consultant</i> in the same currency.	
<b>Accounts and records</b>	<b>52</b>			
	52.2		The <i>Consultant</i> keeps accounts and records of his Time Charge and expenses and allows the <i>Employer</i> to inspect them at any time within working hours.	
<b>Implementing compensation events</b>	<b>65</b>			
	65.4		The changes to the forecast amount of the Prices, the Completion Date and the Key Dates are included in the notification implementing a compensation event.	

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## Option G: Term contract

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<b>Identified and defined terms</b>	<b>11</b> 11.2	<p>(17) The Price for Services Provided to Date is, for each Task, the total of</p> <ul style="list-style-type: none"> <li>• the Time Charge for work which has been completed on time based items on the Task Schedule and</li> <li>• a proportion of the lump sum price for each other item on the Task Schedule which is the proportion of work completed on that item.</li> </ul> <p>(20) The Prices are</p> <ul style="list-style-type: none"> <li>• the Time Charge for items described as time based on the Task Schedule and</li> <li>• the lump sum price in the Task Schedule for each other item.</li> </ul> <p>(21) A Task is work within the <i>services</i> which the <i>Employer</i> may instruct the <i>Consultant</i> to carry out within a stated period of time.</p> <p>(22) Task Completion is when the <i>Consultant</i> has done all the work which the Task Order requires him to do by the Task Completion Date, and corrected Defects which would have prevented the <i>Employer</i> or Others from using the <i>services</i> and Others from doing their work.</p> <p>(23) Task Completion Date is the date for completion stated in the Task Order unless later changed in accordance with this contract.</p> <p>(24) A Task Order is the <i>Employer's</i> instruction to carry out a Task.</p> <p>(25) The Task Schedule is the <i>task schedule</i> unless later changed in accordance with this contract.</p>
<b>The Consultant's obligations</b>	<b>21</b> 21.4	<p>The <i>Consultant</i> prepares forecasts of the total Time Charge and expenses for the whole of the <i>services</i> and submits them to the <i>Employer</i>. Forecasts are prepared at the intervals stated in the Contract Data from the <i>starting date</i> until Completion of the whole of the <i>services</i>. An explanation of the changes made since the previous forecast is submitted with each forecast.</p>
<b>The programme</b>	<b>31</b> 31.5	<p>The <i>Consultant</i> provides information which shows how each item included in a Task relates to the operations on each programme which he submits for acceptance.</p>
<b>Assessing the amount due</b>	<b>50</b> 50.6	<p>Payments for</p> <ul style="list-style-type: none"> <li>• staff whose <i>staff rate</i> in the Contract Data or</li> <li>• items whose prices in the Task Schedule are stated</li> </ul> <p>in a currency other than <i>currency of this contract</i> are included in the amount due as payments to be made to the <i>Consultant</i> in the same currency.</p>
<b>Accounts and records</b>	<b>52</b> 52.2	<p>The <i>Consultant</i> keeps accounts and records of his Time Charge and expenses and allows the <i>Employer</i> to inspect them at any time within working hours.</p>

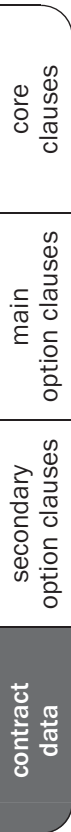
# CONTRACT DATA

## Part one – Data provided by the *Employer*

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

### Statements given in all contracts

#### 1 General



- The *conditions of contract* are the core clauses and the clauses for main Option ....., dispute resolution Option ..... and secondary Options ..... of the NEC3 Professional Services Contract June 2005 (with amendments June 2006).
- The *Employer* is  
Name .....  
Address .....
- The *Adjudicator* is  
Name .....  
Address .....
- The *services* are  
.....
- The *Scope* is in  
.....
- The *language of this contract* is .....
- The *law of the contract* is the law of .....
- The *period for reply* is ..... weeks.
- The *period for retention* is ..... years following Completion or earlier termination.
- The *Adjudicator nominating body* is .....
- The *tribunal* is .....
- The following matters will be included in the Risk Register  
.....  
.....

2 The Parties' main responsibilities

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

access to	access date
.....	.....
.....	.....
.....	.....
.....	.....

3 Time

- The *starting date* is .....
- The *Consultant* submits revised programmes at intervals no longer than ..... weeks.

4 Quality

- The quality policy statement and quality plan are provided within ..... weeks of the Contract Date.
- The *defects date* is ..... weeks after Completion of the whole of the *services*.

5 Payment

- The *assessment interval* is .....
- The *currency of this contract* is .....
- The *interest rate* is .....% per annum (not less than 2) above the ..... rate of the ..... bank.

8 Indemnity, insurance and liability

- The amounts of insurance and the periods for which the *Consultant* maintains insurance are

event	cover	period following Completion of the whole of the <i>services</i> or earlier termination
failure of the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	..... in respect of each claim, without limit to the number of claims	.....
death of or bodily injury to a person (not an employee of the <i>Consultant</i> ) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	..... in respect of each claim, without limit to the number of claims	.....
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 this contract	..... in respect of each claim, without limit to the number of claims	.....

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**If the *Consultant* requires additional access**

- The *Employer* provides access to the following persons, places and things  
 access to \_\_\_\_\_ access date \_\_\_\_\_

.....  
 .....

**If Option A or C is used**

- The *activity schedule* is .....
- The tendered total of the Prices is .....

**If Option G is used**

- The *task schedule* is .....

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