

Actions 10

- 10.1 The *Employer* and the *Supplier* shall act as stated in this contract and in a spirit of mutual trust and co-operation.

Identified and defined terms 11

- 11.1 In these conditions of contract, terms identified in the Contract Data are in italics and defined terms have capital initials.
- 11.2
- (1) The Parties are the *Employer* and the *Supplier*.
 - (2) Framework Information is information which specifies how the Parties work together and is in the document which the Contract Data states it is in.
 - (3) A Work Package is work which is to be carried out under this contract.
 - (4) A Package Order is an instruction to carry out a Work Package.
 - (5) A Time Charge Order is an instruction to provide advice on a proposed Work Package on a time charge basis.

Communications 13

- 13.1 Each instruction, submission, notification, reply and other communication which this contract requires is communicated in a form which can be read, copied and recorded.
- 13.2 A communication has effect when it is received at the last address notified by the recipient for receiving communications or, if none is notified, at the address of the recipient stated in the Contract Data.

The Parties' obligations 20

- 20.1 When the *Employer* requires work to be carried out within the *scope*, he selects a supplier using the *selection procedure*.
- 20.2 The *Supplier* obeys an instruction which is in accordance with this contract and is given to him by the *Employer*.
- 20.3 The *Supplier* attends meetings with the *Employer* and others as stated in the Framework Information.

Time Charge Order 21

- 21.1 If he requires advice from the *Supplier* for a proposed Work Package, the *Employer* issues a Time Charge Order to the *Supplier*.

Package Order 22

- 22.1 After he selects the *Supplier*, the *Employer* instructs him to submit a quotation for a proposed Work Package and provides the additional Contract Data specific to the Work Package.
- 22.2 The *Supplier* submits a quotation in accordance with the *quotation procedure*. The *Supplier* submits details of his assessment with the quotation. The assessment is made using the *quotation information*. The *Employer* replies to the submission within one week of receiving the quotation. His reply is
- issue of a Package Order accepting the quotation,
 - an instruction to submit a revised quotation or
 - a notification that the proposed Package Order will not be issued to the
 - *Supplier*.
- 22.3 If a quotation is to be revised, the *Employer* advises the *Supplier* of the reasons for not accepting the quotation and the *Supplier* submits a revised quotation within one week of receiving the *Employer's* reply.
- 22.4 The *Supplier* does not do any work included in a proposed Work Package until he has received a Package Order.

Completion 30

- 30.1 After the *end date*
- the *Employer* may not issue a Time Charge Order or Package Order
 - the *Supplier* completes time charge work and Work Packages ordered before the *end date*.

Termination 90

90.1 Either Party may terminate their obligations under this contract at any time by notifying the other Party.

90.2 After a Party has notified termination,

- the *Employer* may not issue a Time Charge Order or Package Order and
- the *Supplier* completes time charge work and Work Packages ordered before the notification.