

CIBSE Contracts Procedure and Guidance Note 1

This note gives the general procedures which should be adopted by CIBSE contractors for knowledge projects which CIBSE manages. It highlights issues which are priorities to the Institution.

1. Contact with CIBSE

- 1.1 All contact regarding the management of research projects should initially be with the CIBSE Project Manager as identified in the contract agreement.

2. Contract Variations

- 2.1 Variations to contract will only be agreed in line with changing CIBSE policy needs or strategic requirements. Delays due to difficulties in staffing or sponsorship will not be sufficient reason to vary contracts. The timetable set out in the contract is therefore to all intents and purposes final. The Institution's senior staff and Knowledge Delivery sub-committee members view the prompt completion of contracts as a priority and monitor contractor performance carefully.
- 2.2 Any variation which does occur will require revision of the research agreement and fee schedule.

3. Extensions to Completion Dates

- 3.1 If delivery of an output or milestone is delayed, then the sub-contractor should inform the CIBSE Contract Manager as soon as possible, and a new delivery date must be agreed. CIBSE reserves the right to make alternative arrangements to complete the project and to seek appropriate recompense in the case of late delivery. Any anticipation of late delivery of the final milestone shall be notified in writing giving full reasons for the delay.

4. Reports/Milestones

- 4.1 All milestone reports should be submitted to the CIBSE Contract Manager. Outputs which will form part of any CIBSE guidance shall be submitted in the format specified in the CIBSE Guidance Notes for authors, which are supplied to the contractor as Annex 4 to the Contract Agreement. Particular attention should be paid to the requirements for typescripts. Corporate report formats of the Contractor shall not be used: CIBSE reserves the right to deduct the costs of editing such reports into the specified format from the associated milestone fees.
- 4.2 All reports must give correct contract details and include the fee schedule number.
- 4.3 All outputs should be approved internally by Contractors, in line with their own quality assurance procedures, and signed off accordingly. Submission of the report will be taken by CIBSE as confirmation that all internal Contractor approvals have been completed unless notified otherwise.
- 4.4 In the event of late delivery of the final draft for peer review, or of the final draft following peer review, CIBSE reserves the right to withhold 10% of the total contract value.

5. Invoices

- 5.1 **ALL invoices should be sent to CIBSE marked for the attention of the Accounts Department.** Copies to the Contract Manager may be sent clearly marked as copies for information only.
- 5.2 Invoices should clearly relate to the fee schedule for the contract and should clearly state to what deliverable the invoice relates.
- 5.3 CIBSE aims to process invoice requests promptly. This can be greatly assisted by the contractor agreeing orally with the CIBSE Contract Manager that submission of an invoice for a specified deliverable is considered appropriate. Where this is done the internal approval procedures at CIBSE will be quick and straightforward.

6. Publicity/publication

- 6.1 The contractor should not have any contact with the press regarding the contracted project or its results without prior approval from the CIBSE Contract Manager. Such contact and clearance of material will normally be managed by the CIBSE Communications Team. In the case of jointly funded projects agreement with all funders must be obtained before any contact is made with the media.