Department for Transport

STARTwo Framework
Commercial Relationship Manager
Department for Transport
Great Minster House
33 Horseferry Road
London SW1P 4DR

Mobile: ███████████

E-mail: ████████████████████████
Website: www.gov.uk/dft

09 August 2021

Via email

████████████████

Dear ████ ,

Procurement Reference TTWO0144 - Project Speed Governance and Accountability Workstream Support

THIS AGREEMENT is made on the **09 August 2021**

BETWEEN:

(1) **Department for Transport**; **Great Minster House, 33 Horseferry Road, London, SW1P 4DR** and

(2) **Ove Arup & Partners Ltd, 8 Fitzroy Street, London, W1T 4BJ** ("the *Supplier*").

WHEREAS:

(A) The Consultant has been appointed to the Specialist Technical Advice for Rail and other Transport Modes (STAR*Two*) Framework and has entered into a framework agreement in relation to its appointment (the "Framework Agreement").

(B) The Employer wishes to appoint the Consultant to provide certain services outlined in the Department's ITT pack issued on **16 June 2021**. The contract is awarded for the services which will be priced on a time charge basis (in accordance with the STAR*Two* Framework rules). The contract period will commence from **10 August 2021** and

conclude on **04 February 2022.** The contract value shall be up to the value of **£300,000** excluding VAT.

(C) The Consultant has submitted a Proposal dated **13 July 2021** in response to the *Employer's* Service Description and Response Guidance in accordance with terms of the Framework Agreement. The *Employer* has examined the Consultant's said tender and subject to the provisions of this contract is willing to engage the Consultant to carry out those services in accordance with this contract on a time charge basis.

NOW IT IS AGREED THAT:

1. In this Agreement, unless the context otherwise requires, words and expressions have the same meanings as set out in the NEC4 Professional Services Contract C*onditions of Contract.*

2. This contract shall mean this document and the following documents which are hereby incorporated into and shall comprise this contract:

    (i)   The NEC *Conditions of Contract* are the NEC4 Professional Services Contract dated June 2017;

    (ii)   The Contract Data Part One including, the Option Z clauses set out in the Contract Data Part One;

    (iii)   The Contract Data Part Two;

    (iv)   The terms of the Framework Agreement insofar as they relate to the provision of services;

    (v)   Your signed COI declarations dated **25 May 2021**.

3. The *Supplier* shall provide the *scope* of services (as set out in the Contract Data Part 1 and Service Description) in accordance with this contract.

4. Given the sensitive nature and the Specialist Technical Advisory resource required for this project over this period, should the named resource not be available the Supplier will:
    • notify DfT in writing immediately using the Change Control Form
    • provide suitably qualified and experienced resources, who will work to an equivalent standard

- the Supplier will cover all costs of hand-over to the new resources including:
  - o making them available for hand-over meetings with the named resources
  - o only charging DfT for the new resources once they are fully up to speed and productive

5. The *Supplier* reaffirms that, under Section 14 of the Framework Agreement, the *Supplier* acknowledges and agrees that it does not have an interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services and that (except as provided below) it shall not act for any person, organisation or company where there is or is reasonably likely to be a conflict of interest with the Services.

6. In consideration of the provision by the Supplier of the Services the *Employer* shall pay to the *Supplier* the amount due in accordance with this contract.

7. You must be in possession of a purchase order (PO), before commencing any work under this contract. You will be informed of the PO for this contract in due course. Prior to issuing an invoice to the below address, a Schedule 10 application for payment must be sent to and approved by the Contract Manager. Invoices submitted to the Department **must also quote the PO number** and must be submitted as directed **in the PO to:**

   Accounts Payable
   DfT Shared Service Arvarto,
   5 Sandringham Park
   Swansea Vale
   Swansea SA7 0EA
   Email: Ssa.invoice@sharedservicesarvato.co.uk

8. This contract supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever in relation to this contract. No variation to this contract, after the date hereof, will be made except with the written consent of the Parties provided that this is without prejudice to the *Employer's* rights to issue instructions in accordance with this contract.

9. Please acknowledge receipt and acceptance of this letter by signing and returning a copy to me and the contract manager ▇▇▇▇▇▇▇▇▇▇▇▇▇▇▇▇▇▇▇▇▇▇▇▇▇▇**.**

IN WITNESS WHEREOF the Parties have entered into the Agreement on the date written above.

Signed by:

███████████

███████████

Commercial Relationship Manager

On behalf of the Secretary of Transport (*Employer*)

and   ████████████

Signed by: ....

Name: ███████.................................

Position: Director ....

On behalf of Ove Arup & Partners Ltd (*Supplier*)