

DATED

14th January 2022

NATIONAL HIGHWAYS LIMITED

KIER HIGHWAYS LIMITED

Scheme Delivery Framework

Form of Agreement

relating to the provision of the works in relation to the motorway and trunk road network in National Highways

Lot(s): 3.2

Sublot(s): 3.2/M Midlands

SDF MODEL FORM OF AGREEMENT

CONTENTS AMENDMENT SHEET

Issue No.	Document revision	Amendments	Initials	Date
1	0	Tender issue	AJP	Dec 20
1	1	Post Award	PO	Sep 21
1	1	Amendments to reflect change of company name to National Highways Limited	PO	Sep 21

DATE:

14th January 2022

PARTIES:

- 1 **NATIONAL HIGHWAYS LIMITED** (company no 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ ("the *Client*"); and
- 2 **KIER HIGHWAYS LIMITED** a company incorporated in and in accordance with the laws of England and Wales with registered number 05606089 whose registered office is at 2nd Floor, Optimum House, Clippers Quay, Salford, M50 3XP ("the *Supplier*").

RECITALS:

- A The *Client* wishes to appoint a number of suppliers to undertake the provision of the works under the *Client's* Scheme Delivery Framework and for that purpose has issued invitations to tender to, amongst others, the *Supplier*.
- B In response to the *Client's* invitation to tender, the *Supplier* has submitted a tender to Provide the works in conformity with this Agreement.
- C The *Client* has examined the *Supplier's* tender and now wishes to appoint the *Supplier* on the terms of this Agreement in relation to Lot(s) 3.2 and Sublots: 3.2/M.

1 Definitions and interpretation

- 1.1 In this Agreement (including the Recitals) words and expressions have the meanings assigned to them in the Conditions referred to below.
- 1.2 The Conditions are
 - the clauses of the NEC4 Framework Contract (June 2017) and the *additional conditions of contract* set out in the document entitled "Framework Z clauses" referred to in the Contract Data, and
 - the core clauses of the NEC4 Engineering and Construction Contract (June 2017 with amendments January 2019), the main and secondary Option clauses listed in the Contract Data together with dispute resolution Option W2 and the *additional conditions of contract* set out in the document entitled "ECC Z clauses" referred to in the Contract Data for Work Orders.

2 Agreement

- 2.1 In consideration of the *Client* making payment in accordance with the Conditions, the *Supplier* agrees to provide the works in accordance with the provisions of this Agreement.

3 Contract Documents

- 3.1 The following documents form part of this Agreement:
- the Conditions
 - the Contract Data
 - the Framework Information
 - the Scope
 - Tender Amendments
 - the *Supplier's* tender including the tender commitments
 - the *quotation information*
- 3.2 The several documents forming part of this Agreement are to be taken as mutually explanatory of one another.

4 Publication of Information

- 4.1 The *Supplier* acknowledges that the *Client* is obliged to publish the provisions of this contract in accordance with the Crown Commercial Service note entitled "*Publication of Central Government Tenders and Contracts*" dated November 2017 (or any later revision), except to the extent that any information in it is exempt from disclosure pursuant to the Freedom of Information Act 2000 (Amendment) (EU Exit) Regulations 2018. The *Client* shall consult with the *Supplier* before deciding whether information is exempt, but the *Supplier* shall acknowledge that the *Client* has the final decision. The *Supplier* shall co-operate with and shall assist the *Client* to publish this Agreement in accordance with the *Client's* obligation.

Delivered as a deed on the date of this document.

Executed as a deed by the *Supplier*

by

[Redacted]

(print name of Director)

signature of Director

(print name of witness)

signature of witness

address of witness

Executed as a deed by

NATIONAL HIGHWAYS LIMITED

by affixing its common seal 2022 no 88
in the presence of:

[Redacted]

Authorised Signatory

Head of Pre Contract Commercial Services

