

COST PLANNING SERVICES PROVIDER 2021 FRAMEWORK**WORK PACKAGE CONTRACT****C014 – CET Training Programme**

THIS AGREEMENT is made between:

- 1 National Highways Limited** (incorporated and registered in England and Wales with company number) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford GU1 4LZ (“The **Client**”);

and

- 2 Benchmark Estimating Ltd** incorporated and registered in England and Wales with company number 06142404 whose registered office is at c/o Topping Partnership, Incom House, Waterside, Stretford, Manchester, M17 1WD (“The **Supplier**”).

each a “**Party**” and together the “**Parties**”.

BACKGROUND

1. The Parties entered into a framework agreement on 16 August 2021 (the “**Framework Agreement**”).
2. When the Parties agree to carry out a Work Package, the Framework Agreement requires them to complete a Work Package Contract before any work can commence.
3. The Parties now wish to enter into this Work Package Contract to enable work to commence on a Work Package entitled “C014 – CET Training Programme” as described in the Annex (“the **Work Package**”).
4. In addition to the terms of this Work Package Contract, the Parties shall also be bound by the terms of the Framework Agreement for the duration of the Work Package, save to the extent modified or dis-applied herein.
5. Unless otherwise specified, defined terms used in this Work Package Contract shall be interpreted by reference to the defined terms contained in the Framework Agreement.

1.1 PROJECT DETAILS

- 1.2 The Work Package shall start on 01/08/2021.
- 1.3 The Work Package Duration shall be for the period until 01/09/2022.
- 1.4 The Client’s key Work Package personnel will be:

1.4.1 The work package representative, as specified in Annex 1;

1.4.2 If applicable, the Project Manager is the person specified in Annex 1.

1.5 The Supplier's key Work Package personnel will be:

1.5.1 As specified in Annex 2 and, if applicable, Annex 3.

1.6 Intellectual Property

1.6.1 Any additional Intellectual Property provided by or required by the Client for this specific work package is specified in Annex 1. Other Intellectual Property is identified within the Framework Agreement and accompanying documents.

1.6.2 Any additional Intellectual Property provided by or required by the Supplier for this specific work package is specified in Annex 3. Other Intellectual Property is identified within the Framework Agreement, the Supplier's quality plan and accompanying documents.

2. INCORPORATION OF THE TERMS / SPECIAL CONDITIONSS

2.1 All of the terms of the Framework Agreement are incorporated into this Work Package Contract.

2.2 In addition, the following Special Conditions shall apply to this Work Package Contract:

2.2.1 Not used

3. FINANCIAL PROVISIONS

3.1 The Charges for this Work Package Contract are set out in Annex 2 to this Work Package Contract.

4. PERMISSIONS AND/OR LICENCES

4.1 The Parties confirm that no special licences or permissions are required in relation to this Work Package, or that any such licences or permissions have already been obtained

INVOICING DETAILS

4.2 For invoicing purposes:

(a) all invoices shall be submitted in electronic form to the Client at the following email address:

with a copy to Client's representative for the work package.

SIGNED by

Duly authorised for and on behalf of National Highways Limited

..... Date:

SIGNED by

Duly authorised for and on behalf of Benchmark Estimating Ltd

..... Date:

Annex 1

WORK PACKAGE SCOPE

C014 – CET Training Programme

The Client's brief for the Work Package is attached as Annex 1

Annex 2

WORK PACKAGE CHARGES

The Work Package costs are identified in the document attached as Annex 2.

The price for C014 is £151,193.60 (excluding VAT)

The timeframe for invoicing and payments is set out in clause 6 of the Agreement.

Annex 3

SUPPLIER'S SOLUTION

The supplier shall deliver the work package in accordance with their quality plan for the delivery of the framework. Any requirements of delivery specific to this work package will be provided in a separate document.

A separate document is not required