



Department for Transport

APS Partnership Ltd
3 Barclays Chamber
Market Square
Keswick
Cumbria CA12 4LR

Department for Transport
Great Minster House
33 Horseferry Road
London SW1P 4DR

Mobile:

E-mail:

5th May 2020

Dear

Procurement Reference: TTWO0058 OLR Commercial & Technical Advisor

THIS AGREEMENT is made on the 5th May 2020

BETWEEN:

- (1) **Department for Transport** ("the ***Employer***"); and
- (2) **APS Partnership Ltd, 3 Barclays Chamber, Market Square, Keswick, Cumbria CA12 4LR** ("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 Service Description issued on **27th April 2020** and subsequent clarifications. The contract will commence from **7th May 2020** and conclude on **6th May 2021** with either i) a maximum number of 180 working days; or ii) a maximum spend of £195,000; whichever maximum is reached first. The Employer has the sole discretion to extend the agreement for a further period of up to 6 months.

(C) The Consultant has submitted a Proposal dated **28th April 2020** in response to the *Employer's Work Package Request Form* 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.

NOW IT IS AGREED THAT:

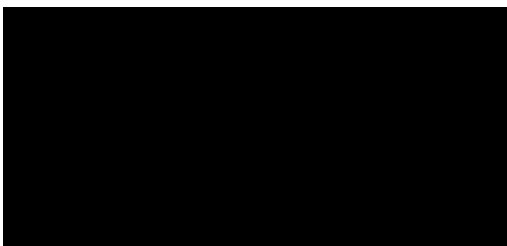
1. In this Agreement, unless the context otherwise requires, words and expressions have the same meanings as set out in the NEC4 Professional Services Contract *Conditions of Contract*.
2. This contract shall mean this document and the following documents which are hereby incorporated into and shall comprise this contract:
 - (i) The NEC *Conditions of Contract* are the NEC4 Professional Services Contract dated June 2017;
 - (ii) The Contract Data Part One (amended – see attachment) 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 resource and pricing schedule under your reference “**TTWO0058 – APS – Price Submission**”, dated **28th April 2020** and your email to [REDACTED] dated **4th May 2020** revising your pricing; and
 - (vi) Your signed COI declarations dated **28th April 2020**.
3. The *Supplier* shall provide the *scope* of services (as set out in the Contract Data Part 1) in accordance with this contract.
4. Given the sensitive nature and the Specialist Commercial & Technical Advisory resource required for this project over this period, should the named resources 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:
 - making them available for hand-over meetings with the named resources
 - 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:

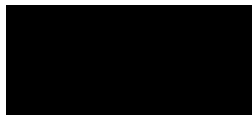


8. This contract supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever in relation to this contract. No variation to this contract, after the date hereof, will be made except with the written consent of the Parties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

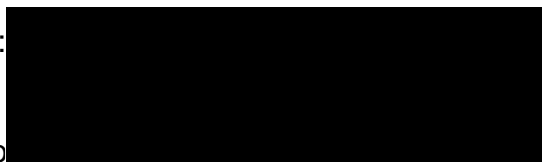
9. Please acknowledge receipt and acceptance of this letter by signing and returning a copy to me and contact [REDACTED]) to discuss arrangements for the commencement of this work package.

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

Signed by:



Name:

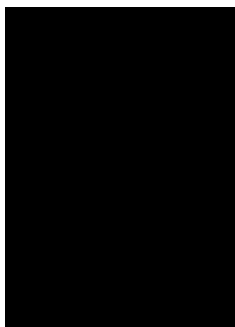


Position:

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

and

Signed by:



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Name:

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Position:

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On behalf of APS Partnership Ltd (*Supplier*)