

**Crown Commercial Service**

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**CONSTRUCTION PROFESSIONAL SERVICES FRAMEWORK SCHEDULE 5**

**TEMPLATE CALL OFF AGREEMENT (INCORPORATING THE NEC4 PROFESSIONAL SERVICES  
CONTRACT JUNE 2017 (INCLUDING AMENDMENTS ISSUED JANUARY 2019 AND OCTOBER 2020)  
AND CONTRACT DATA**

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**Date: 13 September 2024**

**FORM OF AGREEMENT**

**Incorporating the NEC4 Professional Services Contract June 2017 incorporating amendments  
January 2019 and October 2020**

**Between**

**UK Health Security Agency (UKHSA)**

**And**

**Ridge and Partners LLP (Company No. OC309402)**

**For the provision of**

**AUDIT AND ASSURANCE SERVICES TO ASSESS FACILITY OPERATIONAL READINESS  
[REDACTED 1]**

**THIS AGREEMENT is made on the Thirteenth (13<sup>th</sup>) day of September 2024**

**PARTIES:**

1. **UK Health Security Agency**, acting as part of the Crown (the "**Client**"); and
2. **Ridge and Partners LLP** which is a company incorporated in and in accordance with the laws of the United Kingdom, (Company No. OC309402 whose registered office address is at The Cowyards Blenheim Park, Oxford Road, Woodstock, Oxfordshire, OX20 1QR (the "**Consultant**").

**BACKGROUND**

- (A) The Minister for the Cabinet Office (the "**Cabinet Office**") as represented by Crown Commercial Service, a trading fund of the Cabinet Office, without separate legal personality (the "**Authority**"), established a framework for construction professional services for the benefit of public sector bodies.
- (B) The *Consultant* was appointed to the framework and executed the framework agreement (with reference number RM6165 which is dated 01 October 2021 (the "**Framework Agreement**"). In the Framework Agreement, the Consultant is identified as the "Supplier".
- (C) The *Consultant* has agreed to Provide the Services in accordance with this agreement and the Framework Agreement.

**IT IS AGREED AS FOLLOWS:**

1. The *Client* will pay the *Consultant* the amount due and carry out his duties in accordance with the *conditions of contract* identified in the Contract Data and the Contract Schedules.
2. The *Consultant* will Provide the Service in accordance with the *conditions of contract* identified in the Contract Data and the Contract Schedules.
- This contract incorporates the conditions of contract in the form of the NEC4 Professional Services Contract June 2017 Edition incorporating amendments January 2019 and October 2020 and incorporating the following Options:

Main Option A

Option for resolving and avoiding disputes - W2

Secondary Options X5 and Z2, Z5, Z6, Z7, Z10, Z44, Z49, Z52, Z8, Z9, Z13, Z14, Z22, Z101.

which together form this contract together with the documents referred to in it. References in the NEC4 Professional Services Contract June 2017 Edition incorporating amendments January 2019 and October 2020 to "the contract" are references to this contract.

- This contract and the Framework Agreement is the entire agreement between the parties in relation to the *service* and supersedes and extinguishes all prior

arrangements, understandings, agreements, statements, representations or warranties (whether written or oral) relating thereto.

3. Neither party has been given, nor entered into this contract in reliance on any arrangements, understandings, agreements, statements, representations or warranties other than those expressly set out in this agreement.
4. Nothing in clauses 4 or 5 shall exclude liability in respect of misrepresentations made fraudulently.

**Supplier Signature**

Signed by **[REDACTED 2]** for and on behalf of RIDGE AND PARTNERS LLP

**[REDACTED 3]**

[SIGNATURE OF AUTHORISED SIGNATORY]

Role: **[REDACTED 4]**

**Authority Signature**

Signed by **[REDACTED 5]** for and on behalf of UKHSA

**[REDACTED 6]**

[SIGNATURE OF AUTHORISED SIGNATORY]]

Role: **[REDACTED 7]**

# Professional Services Contract

## Contract Data

### Part one – Data provided by the *Client*

**General** The *conditions of contract* are the core clauses and the clauses for the following main option, the option for resolving and avoiding disputes and the and secondary Options of the NEC4 Professional Services Contract June 2017 incorporating amendments January 2019 and October 2020.

Main Option A

Option for resolving and avoiding disputes - W2

Secondary Options X5 and Z2, Z5, Z6, Z7, Z10, Z44, Z49, Z52, Z8, Z9, Z13, Z14, Z22, Z101.

- The *service* is for the is for the provision of audit and assurance services to assess the build and regulatory progress at a nominated drug substance and fill-finish drug substance facility, as detailed in Annex 1.

The *Client* is UK Health Security Agency

*Address for communications* UKHSA 10 South Colonnade London E14 4PU  
United Kingdom

*Address for electronic communications* [REDACTED 8]

The *Service Manager* is [REDACTED 9]

*Address for communications* [REDACTED 10]

*Address for electronic communications* [REDACTED 11]

The Scope is in Annex 1 of this Agreement.

The *language of the contract* is English.

The *law of the contract* is the law of England and Wales and the Courts of the country selected above, shall have exclusive jurisdiction with regard to any dispute in connection with this Agreement and the Parties irrevocably agree to submit to the jurisdiction of those courts.



The *period for retention* is 6 years following Completion or earlier termination.

The following matters will be included in the Early Warning Register

Early warning meetings are held at intervals no longer than

**2 The  
Consultant's main  
responsibilities**

**If the Client has identified work which is set to meet a stated condition by a key date** The *key dates and conditions* to be met are  
[REDACTED 12]

**If Option A is used** The *Consultant* prepares forecasts of the total *expenses* at intervals no longer than 1 week

**3 Time**

The *starting date* is [REDACTED 13]

The *Client* provides access to the following persons, places and things

[REDACTED 14]

The *Consultant* submits revised programmes at intervals [REDACTED 15].

**If the Client has decided the completion date for the whole of the service** The *completion date* for the whole of the *service* is [REDACTED 16]

**If no programme is identified** The period after the Contract Date within which the *Consultant* is to submit a first programme for acceptance is NA

in part  
two of the  
Contract  
Data

#### 4 Quality Managem ent

The period after the Contract Date within which the *Consultant* is to submit a quality policy statement and quality plan is **[REDACTED 17]**

The period between Completion of the whole of the *service* and the *defects date* is **[REDACTED 18]**.

#### 5 Payment

The *currency of the contract* is the pound sterling (£).

The *assessment interval* is one month

The *interest rate* is, 3% per annum above the Bank of England base rate in force from time to time.

If the  
period in  
which  
payments  
are made  
is not  
three  
weeks  
and  
Y(UK)2 is  
not used

The period within which payments are made is one calendar month

#### 6 Compens ation events

If there  
are  
additional  
compens  
ation  
events

These will be discussed and agreed between the parties as and when required.

## 8 Liability and insurance

**If there are additional *Client* liabilities** There are no additional *Client* liabilities under this Agreement

The amounts of insurance and the periods for which the *Consultant* maintains insurance are

event	cover	Period
The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	<b>[REDACTED 19]</b> in respect of each claim, without limit to the number of claims except for claims arising out of damage, pollution or contamination, where the minimum amount of cover applies in the aggregate in any one period of insurance and except for claims arising out of asbestos, and fire safety where a lower level may apply in the aggregate	from the <i>starting date</i> until 6 years following completion of the whole of the <i>service</i> or earlier termination
loss of or damage to property or death of or bodily injury to a person (not an employee of the <i>Consultant</i> ) arising from or in connection with the <i>Consultant</i> Providing the Service	As required under Framework Agreement	from the <i>starting date</i> until all notified Defects have been corrected or earlier termination

death of or bodily injury to employees of the *Consultant* arising out of and in the course of their employment in connection with this contract

As required under Framework Agreement

from the *starting date* until all notified Defects have been corrected or earlier termination

*The Consultant's* total liability to the *Client* for all matters arising under or in connection with the contract, other than the excluded matters, is limited to **[REDACTED 20]** in the aggregate

**Resolving and avoiding disputes**

The *tribunal* is Litigation

The *Senior Representatives* of the *Client* are

- **[REDACTED 21]**
- *Address for communications* **[REDACTED 22]**
- *Address for electronic communications* **[REDACTED 23]**

**Option X5 Section 5.1  
Completion**

*[Include if used]*

**[REDACTED 24]**

**Option Z** The *additional conditions of contract* are:

**Option Z** The *additional conditions of contract* are:

**Contract Data  
relating to Z  
clauses**

**Option Z2 Identified and defined terms**  
applies

**Option Z4 Admittance to Client's Premises**  
does not apply

**Option Z5 Prevention of fraud and bribery**  
applies

**Option Z6 Equality and diversity**  
applies

**Option Z7 Legislation and Official Secrets**  
applies

**Option Z8 Conflict of interest**  
applies

**Option Z9 Publicity and Branding**  
applies

**Option Z10 Freedom of information**  
applies

**Option Z13 Confidentiality and Information Sharing**  
applies

**Option Z14 Security Requirements**  
applies

**Option Z16 Tax Compliance**  
applies

**Option Z22 Fair payment**  
applies

**Option Z42 The Housing Grants, Construction and Regeneration Act 1996**  
does not apply

**Option Z44 Intellectual Property Rights**  
applies

**Option Z45 HMRC Requirements**  
does not apply

**Option Z46 MoD DEFCON Requirements**  
does not apply

**Option Z47 Small and Medium Sized Enterprises (SMEs)**  
does not apply

**Option Z48 Apprenticeships**  
does not apply

**Option Z49 Change of Control**  
applies

**Option Z50 Financial Standing**  
does not apply

**Option Z51 Financial Distress**  
does not apply

**Option Z52 Records, audit access and open book data**  
applies

**Option Z100 Data Protection**  
does not apply

**Option Z101 Cyber Essentials**  
applies

**Other *Additional conditions of contract*** No other Z clauses required by the *Client*

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## Part two – Data provided by the *Consultant*

**1 Statements given in all contracts** The *Consultant* is Ridge and Partners LLP.

*Address for electronic communications* The Cowyards Blenheim Park,  
Oxford Road, Woodstock, Oxfordshire, OX20 1QR

The *fee percentage* is [ ]%

The *key persons* are

**[REDACTED 25]**

The following matters will be included in the Early Warning Register  
NA

### **2 The *Consultant's* main responsibilities**

**If the *Consultant* is to provide the Scope** The Scope provided by the *Consultant* is in Annex 1 of this Agreement

### **3 Time**

**If a programme is to be identified in the Contract Data** The programme identified in the Contract Data is in support of the  
**[REDACTED 26]**

**If the *Consultant* is to decide the completion date for the whole of the service** The *completion date* for the whole of the *service* is **[REDACTED 27]**

### **5 Payment**

**If the *Consultant* states any expenses** Expenses will not be remunerated by the *Client*

**If Option A or C is used** The *activity schedule* is

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**[REDACTED 28]**

The tendered total of the Prices is up to a maximum value of £97,280.00  
**[REDACTED 29]**

**Resolving and  
avoiding disputes**

The *Representatives* of the *Consultant* are

**[REDACTED 30]**

Address for communications [The Cowyards, Blenheim Park, Oxford  
Road, Woodstock, OX20 1QR]

*Address for electronic communications* **[REDACTED 31]**

The *Senior Representatives* of the *Consultant* are

**[REDACTED 32]**

Address for communications [The Cowyards, Blenheim Park, Oxford  
Road, Woodstock, OX20 1QR]

*Address for electronic communications* **[REDACTED 33]**

**[REDACTED 34]**

*Address for communications* [The Cowyards, Blenheim Park, Oxford  
Road, Woodstock, OX20 1QR]

*Address for electronic communications* **[REDACTED 35]**

**Data for the Short  
Schedule of Cost  
Components (used  
only with Option A)**

The *people rates* are:

**[REDACTED 36]**





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## **Annex 1 – Scope of Contractual Requirements**

**[REDACTED 37]**