**Crown Commercial Service**

**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 2 July 2025**

**FORM OF AGREEMENT**

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

**Between
The Ministry of Defence (MOD), - Defence Infrastructure Organisation (DIO)
And
Jacobs U.K Limited
For the provision of**

**Technical Maritime Engineering Services**

**Contract No: 714661450**

**CCS Reference : CPS1-40585-2025**

**THIS AGREEMENT is made the 2nd day of July 2025**

**PARTIES:**

1. **The Defence Infrastructure Organisation** whose offices are located at St George’s House, DMS Whittington, Lichfield, WS14 9PY acting as part of the Crown (the "***Client***"); and
2. **Jacobs U.K Limited** which is a company incorporated in and in accordance with the laws of **England** (Company No. 02594504) whose registered office address is at **Cottons Centre, Cottons Lane, London, United Kingdom, SE1 2QG** (the "***Consultant***").

**BACKGROUND**

1. 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.
2. The *Consultant* was appointed to the framework and executed the framework agreement (with reference number RM6165) which is dated 1st October 2021 (the “**Framework Agreement**”). In the Framework Agreement, the Consultant is identified as the “Supplier”.
3. 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.
3. 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:

Option E

W1;

Options X2, X11, X18, X20 and

Option Y(UK)2

which together with the *additional conditions of contract* specified in Option Z, and the amendments specified in Option Z, 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.

1. This contract 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.

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1. 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.
2. Nothing in clauses 4 or 5 shall exclude liability in respect of misrepresentations made fraudulently.

**Executed under hand**

Signed by **[REDACTED]** for and on behalf of **Jacobs U.K. Limited**

**[REDACTED]**

Director

**And**

Signed by **[REDACTED]** for and on behalf of the **Defence Infrastructure Organisation, Ministry of Defence**

**[REDACTED]**
Senior Commercial Officer

**Professional Services Contract
Contract Data**

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

**1 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 E

Option for resolving and avoiding disputes W1

Secondary Options X2, X11,X18, X20, Y(UK)2 and Z.

The *service* is the provision of technical maritime engineering services

The *Client* is *the Defence Infrastructure Organisation, Ministry of Defence*

*Address for communications Defence Infrastructure Organisation, St Georges House, DMS Whittington, Lichfield, Staffordshire, WS14 9PY*

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

The *Service Manager* is **[REDACTED]**

*Address for communications [St Georges House, DMS Whittington, Lichfield, WS14 9PY]*

*Address for electronic* **[REDACTED]**

The Scope is as stated in the Statement of Requirement (SOR) appended as Appendix A to this contract and as per the Framework Agreement.

The Consultants Offer in the appended Appendix E details how the consultant will meet the requirements of Appendix A.

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.

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If Option Y(UK)2 is said to apply then notwithstanding that this contract relates to the carrying out of construction operations other than in England or Wales or Scotland, the Act is deemed to apply to this contract.

The *period for reply* is two weeks except that

The *period for reply* for [ N/A ] is [ N/A ]

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

The following matters will be included in the Early Warning Register [N/A]

Early warning meetings are held at intervals no longer than [ N/A ]

|  |  |
| --- | --- |
| **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*condition* to be met *key date*[N/A] [N/A] |

**If Option A is used** ~~The~~ *~~Consultant~~* ~~prepares forecasts of the total~~ *~~expenses~~* ~~at intervals~~

~~no longer than [N/A] weeks~~

The *Consultant* prepares forecasts of the total Defined Cost-plus Fee and *expenses* at intervals no longer than 4 weeks

**If Option C or E is**

**used:**

**3 Time**

*The starting date* is 3rd of July 2025

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

|  |  |  |
| --- | --- | --- |
| • | access to | *access date* |
| • | Maritime assets as stated in the statement of requirement (SOR) | Contract Start |
| • | MoD Laptop with MODNET access | Contract Start |

The *Consultant* submits revised programmes at intervals no longer than one month.

This contract is to be a One (1) year contract with an option one (1) year, incorporating break clauses.

**If the *Client* has**

**decided the *completion date* for the whole of**

**the *service***

The *completion date* for the whole of the *service* is 2nd of July 2026.

In the event the client decides to take up the option year, the completion date will be 2nd of July 2027.

The period after the Contract Date within which the *Consultant* is to submit a first programme for acceptance is [N/A].

**If no programme is identified in part two of the Contract Data**

Work is to be carried out on a Time Charge Basis for individual taskings.

**4 Quality Management**

The period after the Contract Date within which the *Consultant* is to submit a quality policy statement and quality plan is N/A.

The period between Completion of the whole of the *service* and the *d*e*fects date* is 4 weeks.

**5 Payment**

The *currency of the contract* is the pound sterling (£).
The *assessment interval* is one month

The *expenses* stated by the *Client* are

**If the *Client* states any *expenses***

Item Amount

[ N/A ] [N/A]

The *expenses* are to be included in Price List in *Appendix C.*

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

The period within which payments are made is one (1) month with invoices submitted to Exostar no later than one month after a milestone/ deliverable has been met. Late invoicing may be rejected.

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

The locations for which the *Consultant* provides a charge for the cost of support people and office overhead are

**If Option C or E is used and the *Client* states any locations**

[ N/A ]

**If Option C is used** ~~The~~ *~~Consultant’s~~* ~~share percentages and~~ *~~the share ranges~~* ~~are~~

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*~~share range~~ ~~Consultant’s share~~*

*~~percentage~~*

~~less than [N/A] %~~ ~~[N/A.] %~~

~~from [N/A] % to [N/A.] %~~ ~~[N/A.] %~~

~~~~

~~from [N/A.] % to [N/A.]~~ ~~[N/A.] % %~~

~~greater than [N/A.] %~~ ~~[N/A.] %~~

**If Option C or E is**

**used**

**6 Compensation**

**events**

**If there are additional compensation events**

The *exchange rates* are those published in the Financial Times on the *assessment date* when payment in another currency is included in the Price for Services Provided to Date.

These are additional compensation events
[ N/A ]

|  |  |
| --- | --- |
| **8 Liability and insurance****If there are additional *Client*****liabilities** | These are additional *Client* liabilities 1 [ N/A ] |

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

**event cover Period**

The *Consultant’s* failure to use the skill and care normally used by professionals providing services similar to the *service*

loss of or damage to property or death of or bodily injury to a person (not an employee of the *Consultant*) arising from or in connection with the *Consultant* Providing the Service

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

£1,000,000 in respect of each claim, without limit to the number of claims except for claims arising out of 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 ,fire safety/cladding claims where a lower level may

apply in the aggregate

from the *starting date* until 6 years following

£5,000,000 from the *starting date* until all notified Defects have been corrected or earlier termination

£5,000,000 from the *starting date* until all notified Defects have been corrected or earlier termination

completion of the whole of the *service* or earlier termination

***If the Client provides insurances from the Insurance table***

The *Client* provides these insurances from the insurance table

(1) Insurance against [N/A]

Minimum amount of cover is [N/A]

The deductibles are [N/A]

|  |  |
| --- | --- |
| ***If additional insurances are provided*** | The *Client* provides these additional insurances(1) Insurance against [N/A]Minimum amount of cover is [N/A]The deductibles are [N/A] |

*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 to be limited in line with the fees in line with clause 51 and will be agreed and confirmed upon contract award.

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 be £[X] for each and every claim, as agreed post contract award.

**Resolving and avoiding disputes**

The *tribunal* is arbitration

The *arbitration procedure* is the London Court of International Arbitration Rules;

**If the *tribunal* is arbitration**

The place where arbitration is to be held is London

The person or organisation who will choose the arbitrator if the parties cannot agree a choice or if the *arbitration procedure* does not state who selects and arbitrator is: Institution of Civil Engineers

The *Representatives* of the *Client* are
**[REDACTED]**

Address for communications *Defence Infrastructure Organisation, Ramillies Building, Marlborough Lines, Monxton Road, ANDOVER, SP11 8HJ*

Address for electronic communications**[REDACTED]**

**[REDACTED]**

Address for communications *Defence Infrastructure Organisation, St Georges House, DMS Whittington, Lichfield, WS14 9PY*

Address for electronic communications **[REDACTED]**

The *Senior Representatives* of the *Client* are
**[REDACTED]**

Address for communications *Defence Infrastructure Organisation, Ramillies Building, Marlborough Lines, Monxton Road, ANDOVER, SP11 8HJ*

Address for electronic communications**[REDACTED]**

**[REDACTED]**

Address for communications *Defence Infrastructure Organisation, St Georges House, DMS Whittington, Lichfield, WS14 9PY*

Address for electronic communications**[REDACTED]**

The *Adjudicator* is the person agreed by the Parties from the list of *Adjudicator*s published by the Institution of Civil Engineers or nominated by the *Adjudicator nominating body* in the absence of agreement.

*Address for communications [ N/A ]*

*Address for electronic communications [ N/A ]*

The *Adjudicator nominating body* is the *Institution of Civil Engineers*

**If Option X2 is used**

**Option X2 Changes in the**

**law**

*The law of the project* is the law of England and Wales

The period after the Contract Date within which the *Consultant* is to
submit a first Iinformation Execution Plan for acceptance is [N/A]

**If no *information execution plan* is identified in part**

**two of the**

**Contract Data**

**Option X18 If Option X18 is used**

**Limitation of**

**liability**

The *Consultant’s* liability to the *Client* for Defects that are not found until after the *defects date* is to be limited in line with the fees in line with clause 51 and will be agreed and confirmed upon contract award.

The *Consultant’s* liability to the *Client* for Defects that are not found until after the *defects date* is to be limited to be £[X] for each and every claim as agreed post contract award.

|  |  |
| --- | --- |
| **Option X20 Key performance indicators *(not for use with Option X12)*** | **If Option X20 is used (but not if Option X12 is also used)** |

The *end of liability* date is 6 years after Completion of the whole of the *service*.

*The incentive schedule* for Key Performance Indicators is in N/A.

A report of performance against each Key Performance Indicator is provided at intervals of 3 months.

KPIs to be measured are as follows:

* **Resource Utilisation** – a minimum of 80% of the Resource forecast to work on the project will be achieved each month
* **Payment Timeliness** – monthly invoices will be issued within 14 days of the end of the month in which the work is undertaken.

Final Scoring of the above KPIs will be agreed between the client and consultant post contract award. Upon agreement the KPIs and Scoring will be appended in Appendix B to this contract.

Where X20 is used, the amount due under clause 50 is adjusted to account for the application of the *incentive schedule.*

**If Y(UK)2 is used**

**Option Y(UK)2 The Housing Grants, Construction and Regeneration Act**

**If Y(UK)2 is used and the final date for payment is not 14 days after the date when payment is due**

The period for payment is 28 days after the date on which a payment becomes due

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

**Contract Data** *The additional conditions of contract are as selected below and as* **relating to Z clauses** *detailed in the appended “****714661450-Maritime\_Reachback-Boilerplate\_Amendments”*** *which is Appended to this contract as Appendix D*

**Option Z2 Identified and defined terms**applies

**Option Z4 Admittance to Client’s Premises**

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applies

**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**does not apply

**Option Z16 Tax Compliance**

applies

**Option Z22 Fair payment**

applies

**Option Z42 The Housing Grants, Construction and Regeneration Act 1996** applies

**Option Z44 Intellectual Property Rights**applies

**Option Z45 HMRC Requirements**does not apply

**Option Z46 MoD DEFCON Requirements**applies

**Option Z47 Small and Medium Sized Enterprises (SMEs)**

does not apply

The percentage of the *Consultant’s* Subcontractors required to be SMEs is N/A %

**Option Z48 Apprenticeships**

does not apply

**Option Z49 Change of Control**

applies

**Option Z50 Financial Standing**

applies

**Option Z51 Financial Distress**

applies

**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***

Insert:

21.4 The Client shall not by itself or through any third party solicit or endeavor to entice away the key person(s) from the Consultant either during the period of the service or within the period of twenty-four months after the Completion Date.

21.5 The key person(s) shall to the extent that they are performing the service be deemed to be subject to the exclusive supervision and control of the Client. The Consultant makes no warranties, express or implied, in connection with the performance of the key person(s).

Insert:

84.2 The Consultant shall not be liable, whether in contract, tort and otherwise at law for any indirect, special or consequential loss or damage, loss of revenue, loss of profits, loss of business opportunity, loss of or damage to goodwill, loss of contracts, sums payable to third parties on account of delay, loss of savings or wasted expenditure.

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

**1 Statements given** The *Consultant* is **Jacobs**
**in all contracts** *Address for communications*

**[REDACTED]**

*Address for electronic communications*

**[REDACTED]**

Copy

**[REDACTED]**

The *fee percentage* is [ ]%

The *key persons* are

Name **[REDACTED]**

Job **Principal Maritime Engineer**

Responsibilities **Maritime Reachback and Provision of technical maritime engineering expertise**

Experience

 As per proposal

The following matters will be included in the Early Warning Register

[....].

|  |  |
| --- | --- |
| **2 The *Consultant’s* main responsibilities****If the Consultant is to provide the Scope** | **[REDACTED]** |

The role will be the DIO/MOD/Crown authority on maritime engineering decisions such as repair methods for Jetty fendering systems, determining loading capacity for jetty structures in specific climatic conditions and acting as the MOD de-facto Port Engineer across the MOD Estate.

**3 Time**

**If a programme is to be identified in the Contract Data**

**If the *Consultant* is to decide the *completion date* for the whole of the *service***

**It is anticipated that the support offered here will be for upto two years. The scope and inputs shall be reviewed on a monthly basis to discuss upcoming work load and level of supported needed.**

~~The~~ *~~completion date~~* ~~for the whole of the~~ *~~service~~* ~~is [N/A]~~

**5 Payment**

**If the *Consultant*** The *expenses* stated by the *Consultant* are *to be included in the Price list*

**states any** *appended to this contract as Appendix C.****expenses***

~~The~~ *~~activity schedule~~* ~~is [ N/A ]~~

**If Option A or C is**

**used**

~~The tendered total of the Prices is [ N/A ]~~

The *Representatives* of the *Consultant* are

**Resolving and avoiding disputes**

*As above.*

*Address for communications As above*

*Address for electronic communications As above*

The *Senior Representatives* of the *Consultant* are

**[REDACTED]**

*Address for communications As above*

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

**Data for the**

**Schedule of Cost**

**Components (used**

**only with Options C**

**and E)**

The *overhead percentages* for the cost of support people and office overhead are *to be included in prices inserted in Appendix C.*

**BUDGETARY COST ESTIMATE**

Given the scope is not able to be defined it proposed that this agreement is set up with a not to exceed limit and any work is undertaken on a time and materials bases based on the following rates :-

**[REDACTED]**

Our offer is based on remote working however site visits can be arranged and any time and expenses for the visit will be reimbursed based on the rates provided. If required time would be charged in line with the agreed rates and expenses would be charged at cost plus 5% administration fee.

Basis of the not to exceed budget

**[REDACTED]**

**Data for the Short**

**Schedule of Cost Components (used only with Option A)**

**Appendices**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Appendix Ref** | **Description** | **Document** | **Version No** | **Notes** |
| **Appendix A** | Statement of Requirements (SOR) |  **[REDACTED]** | 1 | **[REDACTED]** |
| **Appendix B** | KPIs |  **[REDACTED]** | 1 | **[REDACTED]** |
| **Appendix C** | Schedule of CostComponents |  **[REDACTED]** | 1 | **[REDACTED]** |
| **Appendix D** | Boilerplate Amendments |  **[REDACTED]** | 1 | **[REDACTED]** |
|   |   |   |   |   |