



Highways England Company Limited

**Regional Delivery Partnership
Technical Adviser South East & East
(≤ £100m Schemes)**

Volume 1a

Framework Agreement

(March 2020)

THIS AGREEMENT is made the [.....] day of [.....] [20....]

PARTIES:

1. HIGHWAYS ENGLAND COMPANY LIMITED (company no 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ and
2. Mott MacDonald Ltd a company incorporated in and in accordance with the laws of England and Wales having as its registered number 01243967 and its registered office at Mott MacDonald House Sydenham Road Croydon Surrey CR0 2EE.

RECITALS

- (A) The *Client* wishes to appoint a supplier to provide services in connection with the delivery of the Road Investment Strategy in the South East & East Region and for that purpose has issued an invitation to tender to the *Consultant*.
- (B) In response to the *Client's* invitation to tender, the *Consultant* has submitted a tender to support the delivery of the Road Investment Strategy in the South East & East Region by undertaking technical adviser services as described in the **Scope** for each Scheme and in relation to construction schemes that are being carried out by the corresponding Delivery Integration Partners and as more particularly described in the **Framework Information**.
- (C) The *Client* has accepted the *Consultant's* tender and now wishes to appoint the *Consultant* on the terms of this Framework Agreement ("the Agreement").
- (D) It is the intention of the Parties that the *Consultant* will be allocated Schemes in accordance with the procedures described in **Sections 6 to 10 of the Framework Information**.

OPERATIVE PROVISIONS

1 General		
Actions	10	
	10.1	The Parties and the <i>Client's Representative</i> shall act as stated in this Agreement.
	10.2	The Parties and the <i>Client's Representative</i> act in a spirit of mutual trust and co-operation.
Identified and defined terms	11	
	11.1	In this Agreement, terms identified in the Contract Data are in italics and defined terms have capital initials.
	11.2	<p>(1) Associated Company is any of</p> <ul style="list-style-type: none"> • a Consortium Member or • any company, corporation, partnership, joint venture or other entity which directly or indirectly Controls, is under the Control of or is under common Control with the <i>Consultant</i> or a Consortium Member.
		<p>(2) Change of Control is an event where any single person, or group of persons acting in concert, acquires Control of the <i>Consultant</i> or a Consortium Member or acquires a direct or indirect interest in the relevant share capital of the <i>Consultant</i> or a Consortium Member, as a result of which that person or group of persons holds or controls the largest direct or indirect interest in (and in any event more than 25% of) the relevant share capital of the <i>Consultant</i> or a Consortium Member.</p>
		<p>(3) Client Budget is the forecast capital cost of a Scheme, excluding any forecast programme and portfolio risk at the time of contract award, stated in the Scheme Contract Data unless later changed in accordance with this Agreement.</p>
		<p>(4) Client's Relationship Manager is the senior point of contact with the <i>Consultant</i> for matters outlined in the Framework Information.</p>

		(5) Client's Information Asset Owner (IAO) is as defined in the Cabinet Office's document entitled "Guidance on the IAO Role".
		(6) Client's Framework Technical Lead is the senior point of contact with the <i>Consultant</i> for matters outlined in the Framework Information .
		(7) The <i>Consultant's</i> Commercial Workbook is a populated spreadsheet containing all the financial information submitted by the <i>Consultant</i> as part of its tender which will be used to agree the total of the Prices for Schemes to be delivered by the <i>Consultant</i> .
		(8) Consortium Member is an organisation which is a member of the group of economic operators comprising the <i>Consultant</i> , whether as a participant in a non-integrated joint venture or a shareholder in a joint venture company.
		(9) Conflict of Interest Management Plan is the plan provided by the <i>Consultant</i> used to address any potential or actual conflicts of interest.
		(10) Control has the meaning set out in section 1124 of the Corporation Tax Act 2010.
		<p>(11) Controller is the single person (or group of persons acting in concert) that</p> <ul style="list-style-type: none"> • has Control of the <i>Consultant</i> or a Consortium Member or • holds or controls the largest direct or indirect interest in the relevant share capital of the <i>Consultant</i> or a Consortium Member.
		<p>(12) A Corrupt Act is</p> <ul style="list-style-type: none"> • the offering, promising, giving, accepting or soliciting of an advantage as an inducement for an action which is illegal, unethical or a breach of trust or • abusing any entrusted power for private gain <p>in connection with this Agreement or any other contract with the <i>Client</i>. This includes any commission paid as an inducement which was not declared to the <i>Client</i> before the date this Agreement and any Scheme Contract came into existence.</p>

		(13) Credit Rating is the relevant <i>credit rating</i> or any revised long-term <i>credit rating</i> issued by a rating agency accepted by the <i>Client</i> in respect of the <i>Consultant</i> , a Consortium Member or any Guarantor.
		<p>(14) The Data Protection Legislation is:</p> <ul style="list-style-type: none"> • The General Data Protection Regulation (EU 2016/679); • The Law Enforcement Directive (LED) (Directive EU 2016/680); • The Data Protection Act 2018; and • Any other data protection laws and regulations applicable in England.
		(15) Data Protection Officer is a role undertaken by the <i>Consultant</i> as defined in the Data Protection Legislation.
		(16) Delivery Integration Partner (DIP) means the <i>Supplier</i> appointed by Highways England under the Delivery Integration Partnership Framework who will integrate the development and delivery of Schemes. DIP <i>Suppliers</i> have contractual responsibility for Scheme development, design, construction and handover to Highways England.
		(17) DIP's Designer is the organisation named by the DIP whether it is classed as an Associated Company or a Subcontractor (no matter how far removed from the <i>Consultant</i>).
		(18) The DIP Scope is the Scope contained within the DIP contract for works in connection with the Regional Delivery Partnership.
		(19) DOTAS are the Disclosure of Tax Avoidance Schemes rules contained in Part 7 of the Finance Act 2004 and in secondary legislation made pursuant to it, as extended to National Insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012 (SI 2012/1868).
		(20) Financial Standing Test is the financial test for the <i>Consultant</i> , a Consortium Member or a proposed guarantor used in the selection stage of the competition for this Agreement.

		(21) Framework Agreement or the Agreement is the framework agreement between the Parties for the delivery of the technical advisory role on certain Schemes forming part of the <i>Client's</i> Road Investment Strategy for the South East & East Region.
		(22) Framework Contract Data is the data in Annex C1a .
		(23) Framework Information is information which specifies how the Parties work together and is in the document which the Contract Data states it is in.
		(24) Framework Quality Plan is a proposal from the <i>Consultant</i> detailing how they intend to deliver the outcomes of the Framework Agreement. The proposal is accepted by the <i>Client</i> .
		(25) General Anti-Abuse Rule is the legislation in Part 5 of the Finance Act 2013 and any future legislation introduced to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions.
		(26) Halifax Abuse Principle is the principle explained in the CJEU case C-255/02 Halifax and others.
		(27) Intellectual Property Rights or IPRs are (i) copyright and related rights, database rights, design rights, patents, inventions, semi-conductor topography rights, trade marks (and goodwill attaching to those trade marks), domain names and website addresses and other rights in trade names, moral rights, know-how, trade secrets, rights in confidential information and any other intellectual or industrial property rights, whether or not registered or capable of registration, whether subsisting now or in future in any part of the world, (ii) applications for registration, and the right to apply for registration, for any of the rights listed above that are capable of being registered in any country or jurisdiction, and (iii) all other rights having equivalent or similar effect in any country or jurisdiction.
		(28) Market Share Rules are the rules set out in the Framework Information .
		(29) Modern Slavery is a term which encapsulates slavery, servitude, forced or compulsory labour and human trafficking as defined in the Modern Slavery Act 2015 (or as amended).

		(30) Project Control Framework (PCF) is Highways England's management tool for Major Projects and as explained in the Scope .
		(31) Guarantor is a person who gives a Parent Company Guarantee to the <i>Client</i> .
		(32) Parent Company Guarantee is a parent company guarantee of the <i>Consultant's</i> performance in the form set out in the Framework Information .
		(33) Personal Data is any data relating to an identified or identifiable individual that is within the scope of protection as "personal data" under the Data Protection Legislation.
		(34) The Parties are the <i>Client</i> and the <i>Consultant</i> .
		(35) Quality Management Points are points accrued by the <i>Consultant</i> in relation to a Scheme in accordance with the quality table in Annex S1 (S660) of the Scope .
		(36) Quotation Information is the document entitled "Volume 4 – Quotation Information". It instructs the <i>Consultant</i> on how to price the services to be provided in relation to a Scheme Contract. As part of the requirements therein, the <i>Consultant</i> provides the <i>Client</i> with their Commercial Workbook.
		(37) Regional Investment Programme (RIP) forms part of the <i>Client's</i> major projects division. RIP delivers a programme of schemes identified by the <i>Client</i> from the Government's published Road Investment Strategy (RIS) as may be amended or updated. The schemes tackle heavily congested routes, create new capacity and connections, support economic growth and support development through modified junctions, road widening and bypasses.
		(38) Relevant Tax Authority is HM Revenue & Customs or, if the <i>Consultant</i> is established in another jurisdiction, the tax authority in that jurisdiction.
		(39) Road Investment Strategy is the Department of Transport's (DfT) strategy document which sets out where it will prioritise its investment in the strategic road network.

		<p>(40) A Scheme is a project comprising Options Phase (PCF Stages 1 and 2), Development Phase (PCF Stages 3 to 5) and Construction Phase (PCF Stages 6 and 7) to be carried out within the <i>framework scope</i>.</p>
		<p>(41) PCF Phases are the phases of progress of the works defined as such in the Project Control Framework (PCF). The PCF comprises of three phases formed by PCF Stages. These are:</p> <ul style="list-style-type: none"> • Options Phase is formed by PCF Stages 1 and 2; • Development Phase is formed by PCF Stages 3, 4 and 5; and • Construction Phase is formed by PCF Stages 6 and 7.
		<p>(42) PCF Stages are the stages of progress of the works defined as such in the Project Control Framework (PCF). These are:</p> <ul style="list-style-type: none"> • PCF Stage 1 means option identification forming part of <i>section 1</i>; • PCF Stage 2 means option selection forming part of <i>section 1</i>; • PCF Stage 3 means preliminary design forming part of <i>section 2</i>; • PCF Stage 4 means statutory procedures and powers forming part of <i>section 2</i>; • PCF Stage 5 means construction preparation forming part of <i>section 2</i>; • PCF Stage 6 means construction, commissioning and handover forming part of <i>section 3</i>; and • PCF Stage 7 means closeout forming part of <i>section 3</i>.
		<p>(43) A Scheme Contract is a contract under this Agreement for the provision of technical adviser services for a Scheme as set out in Volume 1b – Scheme Contract.</p>
		<p>(44) A DIP Scheme Contract is a contract for the Schemes awarded to the relevant DIP.</p>
		<p>(45) The DIP Total of the Prices is the total of the Prices agreed in accordance with the DIP Quotation Information.</p>

	(46) DIP Quotation Information is the Quotation Information contained within the DIP contract for <i>works</i> in connection with the Regional Delivery Partnership.
	(47) Scheme Quality Management Plan (SQMP) is the <i>Consultant's</i> plan submitted as part of the procedures for Scheme award as described in the Framework Information and Scheme requirements as described in the Scope. The SQMP is the <i>scheme quality management plan</i> unless changed in accordance with the Scope for each Scheme.
	(48) An SGAR is a stage gate assessment review as described in the PCF.
	(49) SGAR 2 Construction Cost Forecast is the most likely construction cost forecast, excluding any portfolio or programme risk, contained within the formal estimate published by Highways England's Cost Planning group at SGAR 2.
	(50) SGAR 5 Construction Cost Forecast is the most likely construction cost forecast, excluding any portfolio or programme risk, contained within the formal estimate published by Highways England's Cost Planning group at SGAR 5.
	<p>(51) Tax Non-Compliance is where a tax return submitted by the <i>Consultant</i> or a Consortium Member to a Relevant Tax Authority on or after 1 October 2012</p> <ul style="list-style-type: none"> • is found on or after 1 April 2013 to be incorrect as a result of <ul style="list-style-type: none"> ○ a Relevant Tax Authority successfully challenging the <i>Consultant</i> or a Consortium Member under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rule or legislation with similar effect or ○ the failure of an avoidance scheme in which the <i>Consultant</i> or a Consortium Member was involved which was (or should have been) notified to a Relevant Tax Authority under the DOTAS or a similar regime or • gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax-related offences which is not spent at the date of award of this Agreement and any Scheme Contract or to a civil penalty for fraud or evasion.

		(52) South East & East Region is the geographical area aligned to the <i>Client's</i> South East & East operational regions and to the Nomenclature of Territorial Units for Statistics (NUTS), details of which can be found on the National Archives website.
		(53) Technical Adviser is any person or organisation appointed by the <i>Client</i> to carry out services under a Technical Adviser Framework Agreement.
		(54) Technical Adviser Framework Agreements means the agreements entered or to be entered into by the <i>Client</i> with suppliers to provide technical adviser services for schemes to be delivered as part of the <i>Client's</i> "Regional Delivery Partnership".
		(55) Tender Commitments are summaries of each key element of methodology that the tenderer commits to in order to deliver the Framework ambition as detailed in the Framework Information. All Tender Commitments will become part of the Framework Agreement and are incorporated in the Framework Quality Plan. The Tender Commitments stated in the Framework Quality Plan will be incorporated in the Scheme Contracts at award using the Scheme Quality Management Plan. Tender Commitments stated in the Scheme Quality Management Plan will be referred to as Scheme Tender Commitments in Volume 1b – Scheme Contract .
		(56) The Tender Commitments Register is the list of Tender Commitments given by the <i>Consultant</i> at tender stage for the Framework.
		(57) Threshold Level is the threshold level of Quality Management Points stated in the Scope .
Interpretation	12	
	12.1	In this Agreement and in any Scheme Contract, except where the context shows otherwise, references to a statute or statutory instrument include any amendment or re-enactment of it from time to time and any subordinate legislation or code of practice made under it.
	12.2	Where, under any Scheme Contract, a sum of money is recoverable from or payable by the <i>Consultant</i> , such sum may be

		deducted from or reduced by the amount of any sum or sums then due or which at any time after may become due to the <i>Consultant</i> under any Scheme Contract or any other contract or Agreement with the <i>Client</i> .
	12.3	The process for the <i>award of a Scheme Contract</i> to the <i>Consultant</i> is set out in the Framework Information . The <i>Consultant</i> does not start work on a Scheme until it has entered into a Scheme Contract with the <i>Client</i> .
	12.4	Where the <i>Consultant</i> is a Consortium, the <i>Client</i> will not permit the use of a brand name for the Consortium.
	12.5	In this Agreement and in any Scheme Contract, where clauses are not numbered sequentially, this means the missing clause numbers have not been used. Clause numbers in this Agreement and in the Scheme Contracts have been aligned to the NEC4 Professional Services Contract (PSC) and the DIP contracts as applicable.
Communications	13	
	13.1	Each communication required by this Agreement and any Scheme Contract is communicated in a form which can be read, copied and recorded. Communication is in the <i>language of the contract</i> .
	13.2	A communication has effect when it is received at the last address notified by the recipient for receiving communications or, if none is notified, at the address of the recipient stated in the Contract Data.
	13.3	<p>The <i>Consultant</i> keeps (and ensures that anyone employed by it or acting on its behalf keeps) confidential and does not disclose to any person</p> <ul style="list-style-type: none"> • the terms of this Agreement or any Scheme Contract and • any confidential or proprietary information (including Personal Data) provided to or acquired by the <i>Consultant</i> in the course of performing its obligations under this Agreement or any Scheme Contract <p>except that the <i>Consultant</i> may disclose information</p> <ul style="list-style-type: none"> • to its legal or other professional advisers, • to anyone employed by it or acting on its behalf as needed to enable the <i>Consultant</i> to perform its obligations,

		<ul style="list-style-type: none"> • where required to do so • by law • by any professional or regulatory obligation or • by order of any court or governmental agency <p>provided that prior to disclosure the <i>Consultant</i> consults the <i>Client</i> and takes full account of the <i>Client's</i> views about whether (and if so to what extent) the information should be disclosed,</p> <ul style="list-style-type: none"> • which is in the public domain at the time of disclosure other than due to the fault of the <i>Consultant</i> or • with the written consent of the <i>Client's Relationship Manager</i>.
	13.4	The <i>Consultant</i> does not (and ensures that anyone employed by it or acting on its behalf does not) use any confidential or proprietary information provided to or acquired by it for any purpose other than to perform its obligations under this Agreement.
The Client's Representative	14	
	14.1	The <i>Client</i> may replace the <i>Client's Representative</i> after notifying the <i>Consultant</i> of the name of the replacement.
Parent Company Guarantee	15	
	15.1	<p>If required by the <i>Client</i>, the <i>Consultant</i> gives to the <i>Client</i> a Parent Company Guarantee using the form located in the Framework Information. If the Parent Company Guarantee was not given by the date of award of this Agreement, it is given to the <i>Client</i> within four weeks of the date of award of this Agreement or of the <i>Client's</i> request, whichever is later. Parent Company Guarantees are given by</p> <ul style="list-style-type: none"> • for a standalone company – the Controller or • for a joint venture or Consortium (whether incorporated or unincorporated) – the Controller of each joint venture or Consortium Member.
	15.2	<p>In order to accept a Parent Company Guarantee proposed by the <i>Consultant</i>, the Controller(s)</p> <ul style="list-style-type: none"> • meets the Financial Standing Test, • provides the legal opinion required in clause 80.1 and

		<ul style="list-style-type: none"> has a Credit Rating which complies with the relevant <i>credit rating</i>.
	15.3	<p>It is for the Client to decide (at its sole discretion) whether it</p> <ul style="list-style-type: none"> will accept a Parent Company Guarantee from a guarantor who is not the Controller or requires other forms of guarantee from the Controller or other guarantor.
	15.4	<p>Should other forms of guarantee be required, this will be specified by the <i>Client</i> and the <i>Consultant</i> provides such other form of guarantee.</p>
Merger, take-over, Change of Control and financial distress	16	
	16.1	<p>The <i>Consultant</i> notifies the <i>Client</i> immediately if a Change of Control has occurred or is expected to occur, except only to the extent that (and for as long as) it is prevented from doing so by any disclosure restriction imposed on it by any tribunal or regulatory authority.</p>
	16.2	<p>If a Change of Control occurs which gives rise to an actual or potential conflict of interest, the <i>Consultant</i> and the <i>Client's Representative</i> meet within one week to discuss the actions to be taken by either Party in order to overcome or mitigate the conflict.</p>
	16.3	<p>The <i>Consultant</i> notifies the <i>Client</i> immediately of any material change in</p> <ul style="list-style-type: none"> the direct or indirect legal or beneficial ownership of any shareholding in the <i>Consultant</i> or a Consortium Member. A change is material if it relates directly or indirectly to a change of 3% or more of the issued share capital of the <i>Consultant</i> or a Consortium Member, or the composition of the <i>Consultant</i> or a Consortium Member. A change is material if it directly or indirectly affects the performance of this Agreement or Scheme Contract by the <i>Consultant</i> or is considered substantial in accordance with Regulation 72(8)(e) of the Public Contracts Regulations 2015.
	16.4	<p>The <i>Consultant</i> notifies the <i>Client</i> immediately of any change or proposed change in the name or status of the <i>Consultant</i> or a Consortium Member.</p>

	16.5	<p>The <i>Consultant</i> notifies the <i>Client</i> immediately if any of the following events occurs in relation to the <i>Consultant</i>, a Consortium Member or a Guarantor</p> <ul style="list-style-type: none"> • its Credit Rating falls below the relevant <i>credit rating</i>, • there is a further fall in its <i>credit rating</i> below the relevant <i>credit rating</i>, • it issues a profits warning to a stock exchange or makes any other public announcement about a material deterioration in its financial position or prospects, • it is subject to a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety, • it commits a material breach of its covenants to its lenders or • its financial position or prospects deteriorate to such an extent that it would not meet the Financial Standing Test.
	16.6	<p>If a Change of Control occurs, the <i>Consultant</i> provides to the <i>Client</i></p> <ul style="list-style-type: none"> • certified copies of the audited consolidated accounts of the Controller for the last three financial years, • a certified copy of a board minute of the Controller confirming that it will give to the <i>Client</i> a Parent Company Guarantee if so required by the <i>Client</i>, • any other information required by the <i>Client</i> in order to determine whether the Controller meets the Financial Standing Test and • any other information requested by the <i>Client</i> in order to satisfy itself that the <i>Consultant</i> remains in a position to perform its obligations under this Agreement and any Scheme Contract.
	16.7	<p>If a Change of Control or any of the events listed in clauses 16.2 to 16.4 occurs, the <i>Client</i> may require the <i>Consultant</i> to give to the <i>Client</i> a Parent Company Guarantee from the Controller or (if the Controller does not meet the Financial Standing Test) an alternative guarantor proposed by the <i>Consultant</i> and accepted by the <i>Client</i>.</p>
	16.8	<p>In order to accept an alternative guarantor proposed by the <i>Consultant</i> it satisfies the following requirements</p> <ul style="list-style-type: none"> • meet the Financial Standing Test, • provide the legal opinion required in clause 80.1 below or

		<ul style="list-style-type: none"> have a Credit Rating at least equal to the relevant <i>credit rating</i> for the person to whom the event listed in clause 16.4 has occurred.
	16.9	If so required by the <i>Client</i> , the <i>Consultant</i> within four weeks after the <i>Client</i> notifies the requirement gives to the <i>Client</i> a Parent Company Guarantee from the Controller or an alternative guarantor accepted by the <i>Client</i> .
Tax Non-Compliance	17	
	17.1	The <i>Consultant</i> notifies the <i>Client</i> of any Tax Non-Compliance or any litigation in which the <i>Consultant</i> or a Consortium Member is involved relating to any Tax Non-Compliance prior to the date of award of this Agreement.
	17.2	The <i>Consultant</i> notifies the <i>Client</i> within one week, of any Tax Non-Compliance occurring after the date of award of this Agreement.
	17.3	Where the <i>Consultant</i> notifies the <i>Client</i> as set out in 17.1 and 17.2, it provides details of <ul style="list-style-type: none"> the steps the <i>Consultant</i> is taking to address the Tax Non-Compliance and to prevent a recurrence, any mitigating factors that it considers relevant and any other information requested by the <i>Client</i>.
Corrupt Acts	18	
	18.1	Neither the <i>Consultant</i> nor a Consortium Member commits a Corrupt Act.
Joint Ventures	19	
	19.1	This clause applies if the <i>Consultant</i> is an unincorporated joint venture.
	19.2	Each Consortium Member is jointly and severally liable to the <i>Client</i> for the performance of the <i>Consultant's</i> obligations under this Agreement and any Scheme Contract.

	19.3	The <i>Consultant</i> nominates the representative named in the Contract Data for the purposes of this Agreement and for the giving and receiving of all notices, certificates, instructions and other communications under it. The <i>Consultant</i> acknowledges that receipt of a communication by the <i>Consultant's</i> nominated representative constitutes receipt by all the Consortium Members. The <i>Consultant</i> notifies the <i>Client</i> in advance of any change to the identity of the <i>Consultant's</i> nominated representative.
	19.4	The <i>Consultant</i> acknowledges that any payment made by the <i>Client</i> to a Consortium Member under this Agreement, or any Scheme Contract to that extent discharges the <i>Client's</i> liability to make payment to the <i>Consultant</i> .
	19.5	A Consortium Member gives not less than four weeks' notice to the <i>Client</i> of any proposed termination of the joint venture arrangement.
The Parties' obligations	20	
	20.1	The <i>Consultant</i> obeys an instruction which is in accordance with this Agreement and is given by the <i>Client's</i> Representative.
	20.2	The <i>Consultant</i> attends meetings with the <i>Client's Representative</i> and others as stated in the Framework Information and the Scope .
	20.3	The <i>Consultant</i> does not do any work until it has entered into a Scheme Contract for the services.
Schemes	21	
	21.1	When the <i>Client</i> requires a Scheme to be carried out, the <i>Client's Representative</i> follows the <i>award of Scheme Contracts</i> process located in the Framework Information .
	21.2	The Parties enter into a Scheme Contract for the Scheme if the <i>Client's Representative</i> accepts the <i>Consultant's</i> proposal as set out in the Framework Information .
People	22	
	22.1	The <i>Consultant</i> either provides each person named in the <i>key persons schedule</i> to do the job stated in that schedule or provides

		a replacement person who has been accepted by the <i>Client's Representative</i> .
	22.2	<p>The <i>Consultant</i> ensures that each person named in the <i>key persons schedule</i> devotes a sufficient amount of time and effort to the provision of the service in each Scheme. The <i>Consultant</i> retains the services of each <i>key person</i> and does not remove or change the <i>key persons</i> unless</p> <ul style="list-style-type: none"> any of the <i>key persons</i> are on long-term sickness leave or leave the <i>Consultant's</i> employment; or the <i>Client's Representative</i> gives its prior written approval for the replacement.
	22.3	The <i>Consultant</i> submits the name, relevant qualifications and experience of a proposed replacement <i>key person</i> to the <i>Client's Representative</i> for acceptance. The <i>Client's Representative</i> accepts the proposed replacement if the person has the equivalent or better qualifications and experience as those of the <i>key person</i> who is to be replaced.
	22.4	The <i>Consultant</i> bears the cost and any delay caused as a result of replacing a <i>key person</i> .
	22.5	The <i>Client's Representative</i> may, having stated the reasons, instruct the <i>Consultant</i> to remove a person. The <i>Consultant</i> then arranges that, after one day, the person has no further connection with any activities relating to this Agreement.
The end date	30	
	30.1	After the Agreement <i>end date</i> , the Parties do not enter into a Scheme Contract for a Scheme. For Schemes entered into before the <i>end date</i> , the <i>Consultant</i> completes the services to be provided in relation to a Scheme Contract before the <i>end date</i> .
Intellectual property rights	70	
	70.1	<p>In the Agreement</p> <p>Intellectual Property Rights or IPRs are (i) copyright and related rights, database rights, design rights, patents, inventions, semi-conductor topography rights, trade marks (and goodwill attaching to those trade marks), domain names and website addresses and other rights in trade names, moral rights, know-how, trade secrets, rights in confidential information and any</p>

		other intellectual or industrial property rights, whether or not registered or capable of registration, whether subsisting now or in future in any part of the world, (ii) applications for registration, and the right to apply for registration, for any of the rights listed above that are capable of being registered in any country or jurisdiction, and (iii) all other rights having equivalent or similar effect in any country or jurisdiction.
	70.2	The <i>Client</i> owns (or will own) all IPRs in material prepared for the design, maintenance, operation and modification of the <i>service</i> , except as stated otherwise in the Scope. To the extent that these IPRs do not automatically belong to the <i>Client</i> , the <i>Consultant</i> enters into such documents and does such acts as the <i>Client</i> requests to transfer the IPRs to the <i>Client</i> , and procures that its subcontractors (at any stage of remoteness from the <i>Client</i>) do the same. The <i>Consultant</i> provides to the <i>Client</i> the documents which transfer these IPRs to the <i>Client</i> .
	70.3	The <i>Consultant</i> obtains perpetual, royalty-free, non-exclusive, assignable and irrevocable licences (capable of being sub-licensed to a third party, who also have the right to grant further sub-licences) of other IPRs for the <i>Client</i> as stated in the Scope. Any licence granted under this clause survives the termination or expiry of the contract and cannot be terminated by the <i>Consultant</i> or its assignees or any third party. The <i>Consultant</i> provides to the <i>Client</i> the documents which license these IPRs to the <i>Client</i> .
	70.4	The <i>Consultant</i> ensures that any subcontract (at any stage of remoteness from the <i>Client</i>) contains a right for the <i>Client</i> (enforceable in accordance with the Contracts (Third Party Rights) Act 1999) to enforce the obligations in this clause.
Legal Opinion	80	
	80.1	<p>If the <i>Consultant</i>, a Consortium Member, a Guarantor or an alternative guarantor proposed by the <i>Consultant</i> (in this clause referred to as a “relevant entity”) is not a company incorporated in and subject to the laws of England and Wales, the <i>Consultant</i> provides a legal opinion from a lawyer or law firm which is</p> <ul style="list-style-type: none"> • qualified and registered to practise in the jurisdiction in which the relevant entity is incorporated and • accepted by the <i>Client</i>.
	80.2	The legal opinion is addressed to the <i>Client</i> on a full reliance basis and the liability of the lawyer or law firm giving the opinion is not

		subject to any financial limitation unless otherwise agreed by the <i>Client</i> .
	80.3	The legal opinion addresses the matters listed in Section 4.1 of the Framework Information .
Conflict of interest	81	
	81.1	<p>If the <i>Consultant</i> is in conflict with the <i>Client's</i> conflict of interest policy, the <i>Consultant</i> updates the Conflict of Interest Management Plan and resubmits it to the <i>Client's Representative</i> within a week of the earlier of the date on which the <i>Consultant</i> was aware or should have been aware of the conflict and the date that the <i>Client's Representative</i> instructed the <i>Consultant</i> to do so, and the Parties implement any actions agreed, including (where appropriate) the termination of the Agreement by the <i>Client</i> in accordance with 90.4, any Scheme Contract or any other contract between the Parties relating to the Roads Investment Strategy.</p> <p>If a Conflict of Interest Management Plan is not accepted by the <i>Client's Representative</i> because it does not address the conflict, the <i>Consultant</i> may be asked to further update the Conflict of Interest Management Plan. If after three attempts (including the first update) the Conflict of Interest Management Plan is not accepted, the <i>Client</i> may terminate this Agreement with immediate effect.</p>
	81.2	<p>For the purpose of 90.4, a conflict of interest</p> <ul style="list-style-type: none"> • is likely to arise (without limitation) where the <i>Consultant</i> or an Associated Company takes over, merges with or is taken over by <ul style="list-style-type: none"> ○ a Technical Adviser (or an Associated Company of that Technical Adviser), ○ the Delivery Integration Partner's Designer or ○ a Delivery Integration Partner (or an Associated Company of that Delivery Integration Partner). • and will be deemed to have arisen where the <i>Consultant</i> is appointed as the principal designer by any Delivery Integration Partner.
Termination	90	
	90.1	The <i>Client</i> may terminate this Agreement and any Scheme Contract (in accordance with clause 90.2 (R18) of the Scheme Contract) with immediate effect if one of the mandatory or discretionary grounds for exclusion referred to in Regulation 57 of

		the Public Contracts Regulations 2015 applied to the <i>Consultant</i> at the date of award of this Agreement and any Scheme Contract.
	90.2	<p>The <i>Client</i> may terminate this Agreement and any Scheme Contract (in accordance with clause 90.2 (R24) of the Scheme Contract) with immediate effect</p> <ul style="list-style-type: none"> • where the <i>Consultant</i> is an unincorporated joint venture, if the joint venture arrangement is terminated for any reason, • if any of the events listed in 91.1 of the Scheme Contract occurs in relation to the <i>Consultant</i> or a Consortium Member, • if, following a Change of Control or an event listed in 16.2 to 16.4, either the Controller or an alternative guarantor proposed by the <i>Consultant</i> does not meet the Financial Standing Test within the timescale stated in 16.9 or fails to provide the legal opinion required by 80.1 above, • if they fail to notify the <i>Client</i> under 17.1, • if the <i>Consultant</i> or a Consortium Member does a Corrupt Act, or • if this Agreement has been subject to a substantial modification which would have required a new procurement procedure pursuant to regulation 72 of the Public Contracts Regulations 2015.
	90.3	<p>The <i>Client</i> may terminate this Agreement and any Scheme Contract (in accordance with clause 90.2 (R24) of the Scheme Contract) with immediate effect if the <i>Consultant</i> fails to</p> <ul style="list-style-type: none"> • comply (or to ensure that any person employed by the <i>Consultant</i> or acting on the <i>Consultant's</i> behalf complies) with the <i>Client's</i> codes of conduct as described in the Framework Information, • comply (or to ensure that any Subcontractor complies) with the <i>Client's</i> policies relating to modern slavery, bullying and harassment as described in the Scope and Framework Information, • notify its employees and Subcontractors of their duties under the Official Secrets Act 1989, • give to the <i>Client</i> a Parent Company Guarantee within the relevant timescales stated in 15.1 or 16.8, • notify the <i>Client</i> that an event listed in 16.4 has occurred, • where 16.9 applies, demonstrate to the <i>Client</i> that the Controller or the alternative guarantor accepted by the <i>Client</i> will meet the Financial Standing Test within 18 months of the <i>Client's</i> acceptance, • notify the <i>Client</i> of a Tax Non-Compliance or if the <i>Client</i> decides that any mitigating factors notified by the <i>Consultant</i> are unacceptable,

		<ul style="list-style-type: none"> • process Personal Data in accordance with (or otherwise protects the <i>Client</i> from breach of) the Data Protection Legislation or • comply with the requirements or instructions of the <i>Client</i> in relation to Personal Data (including instructions relating to processing Personal Data outside the European Economic Area).
	90.4	<p>The <i>Client</i> may terminate this Agreement and any Scheme Contract (in accordance with clause 90.2 (R24) of the Scheme Contract) with immediate effect</p> <ul style="list-style-type: none"> • if an actual or potential conflict of interest exists or arises between the Parties and the <i>Consultant</i> has not taken actions acceptable to the <i>Client</i> to overcome or mitigate the conflict or • if as a result of a Change of Control <ul style="list-style-type: none"> • a person or organisation with which the <i>Client</i> does not wish to be associated for ethical or reputational reasons is an Associated Company, • the <i>Client</i> decides (having reviewed any information provided by the <i>Consultant</i> and made appropriate inquiries) that the <i>Consultant</i> is no longer in a position to perform its obligations under this Agreement or any Scheme Contract, • the <i>Consultant</i> or an Associated Company Controls, is under the Control of or is under common Control with a DIP, unless the <i>Consultant</i> and the <i>Client's Representative</i> agree and implement the actions needed to overcome the resulting conflict of interest or • the Market Share Rules are breached.
	90.5	<p>After the <i>Client</i> has notified termination of this Agreement</p> <ul style="list-style-type: none"> • the Parties do not enter into any Scheme Contract, and the <i>Consultant</i> completes the services under Scheme Contracts entered into before the notification, unless the Scheme Contract is terminated in accordance with its terms.
	90.6	<p>In addition to any other rights of termination, the <i>Client</i> may terminate this Agreement and any Scheme Contract (in accordance with X11 of the Scheme Contract) at any time by notifying the <i>Consultant</i>.</p>

Delivered as a deed on the date of this document.

Executed as a deed by the *Consultant*

by (print name of Director)

..... signature of Director

and (print name of Director/Company Secretary)

signature of Director/Company Secretary

.....

Executed as a deed by HIGHWAYS ENGLAND)
COMPANY LIMITED by affixing its common)
seal in the presence of:)

Authorised Signatory

Authorised Signatory

Annex C1a – Framework Contract Data

PART ONE – DATA PROVIDED BY THE *CLIENT*

The *Client* is

Name

Highways England Company Limited

Address for communications

Bridge House,
1 Walnut Tree Close
Guildford
Surrey
GU1 4LZ

Address for electronic
communications

RDPTechnicalAdviser@highwaysengland.co.uk

The *Client's Representative* is

Name

[Redacted in accordance with Freedom of
Information Act 2000 S40 Personal Information
exemption]

Address for communications

Store Street, MANCHESTER, M1 2WD

Address for electronic
communications

[Redacted in accordance with Freedom of
Information Act 2000 S40 Personal Information
exemption]

The *Client's Relationship Manager* is

Name

[Redacted in accordance with Freedom of
Information Act 2000 S40 Personal Information
exemption]

Address for communications

Store Street, MANCHESTER, M1 2WD

Address for electronic
communications

[Redacted in accordance with Freedom of
Information Act 2000 S40 Personal Information
exemption]

The *Client's Information Asset Owner (IAO)* in relation to Information Security is

Name

[Redacted in accordance with Freedom of Information Act 2000 S40 Personal Information exemption]

Address for communications

199 Wharfside Street, BIRMINGHAM, B1 1RN

Address for electronic communications

[Redacted in accordance with Freedom of Information Act 2000 S40 Personal Information exemption]

The *Client's Framework Technical Lead* is

Name

[Redacted in accordance with Freedom of Information Act 2000 S40 Personal Information exemption]

Address for communications

199 Wharfside Street, BIRMINGHAM, B1 1RN

Address for electronic communications

[Redacted in accordance with Freedom of Information Act 2000 S40 Personal Information exemption]

The *framework scope* is in **Annex FI3** to the **Framework Information**.

The *law of the contract* is the laws of England, subject to the jurisdiction of the Courts of England.

The *language of the contract* is English.

The *award of Scheme Contracts* process is in **Section 7** of the **Framework Information**.

The *Scheme allocation procedure* is in **Section 9** of the **Framework Information**.

The *end date* is 6 years after the date of execution of this Agreement.

PART TWO – DATA PROVIDED BY THE CONSULTANT

The *Consultant* is

Name

Mott MacDonald Limited

Address for communications

Stoneham Place, Stoneham Lane,
Southampton. SO50 9NW

Address for electronic communications

[Redacted in accordance with Freedom of
Information Act 2000 S40 Personal
Information exemption]

The *key persons* required at Framework level are:

The *Consultant's nominated representative* is

[Include this entry only if the *Consultant* is an unincorporated JV or Consortium and replicate
for each JV or Consortium member]

Name

N/A

Qualifications and experience (CV)

N/A

Address for communications

N/A

Address for electronic communications

N/A

The *Consultant's Data Protection Officer* or *Data Protection nominated lead* is

Name

[Redacted in accordance with Freedom of
Information Act 2000 S40 Personal
Information exemption]

Qualifications and experience (CV)

Please refer to file named: MML_2.1.5_CVs to
support Key Person Schedule.zip for a copy of
the associated CV: MML_CV_Data Protection
Officer.pdf

Address for communications

Renaissance House, 9-16 Dingwall Road,
Croydon CR0 2NA, United Kingdom

Address for electronic communications

[Redacted in accordance with Freedom of Information Act 2000 S40 Personal Information exemption]

The *Consultant's Partnership Director* is

Name

[Redacted in accordance with Freedom of Information Act 2000 S40 Personal Information exemption]

Qualifications and experience (CV)

Please refer to file named: MML_2.1.5_CVs to support Key Person Schedule.zip for a copy of the associated CV: MML_CV_Partnership Director.pdf

Address for communications

Stoneham Place, Stoneham Lane,
Southampton. SO50 9NW

Address for electronic communications

[Redacted in accordance with Freedom of Information Act 2000 S40 Personal Information exemption]

The *commercial workbook* is in

Please refer to file named: MML_2.2.1_TA SE&E Commercial Workbook.xl

The Tender Commitments Register is in

Please refer to file named: MML_2.1.2_Vol 5 – Tender Commitments Register v1.0.docx

The Framework Quality Plan is in

N/A – as advised in Volume 0 Instructions for Tenderers, Clause 5.6.6 and reiterated in Tender Query No. C6, the Framework Quality Plan will be provided 8 weeks after Framework Award.

The relevant *credit ratings* at the date of award of this Agreement and the rating agencies issuing them are

party	rating agency	relevant <i>credit rating</i>
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Mott MacDonald Limited [Consultant]	Dun and Bradstreet	5A1
[Consortium Member]	N/A	N/A
Mott MacDonald Group Limited [Guarantor]	Dun and Bradstreet	5A1