



National Highways Limited

**NEC4 Engineering and Construction Contract
(June 2017 with amendments January 2019)**

**FORM OF
AGREEMENT BY DEED**

DATED 08 SEPTEMBER 2022

NATIONAL HIGHWAYS LIMITED

MORE CONSORTIUM

FORM OF AGREEMENT BY DEED

relating to the design and construction
of the A303 Amesbury to Berwick Down (Stonehenge) Scheme

THIS AGREEMENT BY DEED is made the 08 of SEPTEMBER 2022

PARTIES:

- 1 NATIONAL HIGHWAYS LIMITED a company incorporated in and in accordance with the laws of England having as its registered number 09346363 of Bridge House, 1 Walnut Tree Close, Guildford, Surrey, England, GU1 4LZ ("the **Client**"); and
- 2 MORE Consortium, a joint venture comprising FCC Construcción S.A. ("FCC") a company incorporated in and in accordance with the laws of Spain with registered number ESA28854727 whose registered office is at c/ Balmes, 36, Barcelona, Spain, 08007 and Webuild S.p.A. ("**Webuild**") a company incorporated in and in accordance with the laws of Italy with registered number MI 525502 whose registered office is at Centro Direzionale Milanofiori Strada 6 – Palazzo L – Rozzano Italy 20089 and BeMo Tunnelling UK Ltd ("**BeMo**") a company incorporated in and in accordance with the laws of England with registered number 10831097 whose registered office is at 24 Old Queen Street, London SW1H 9HP (together referred to as "the **Contractor**").

RECITALS:

- A The *Client* wishes to appoint a provider of works and services to undertake the design, build and maintenance of the *works*, during the contract term and for that purpose has issued invitations to tender (including the Scope) to, amongst others, the *Contractor*.
- B In response to the *Client's* invitation to tender, the *Contractor* has submitted a tender to design, build and maintain and complete the *works* in accordance with the Scope.
- C The *Client* has examined the *Contractor's* tender and now wishes to appoint the *Contractor* on the terms of this Agreement.

OPERATIVE PROVISIONS

1. Definitions and Interpretation

- 1.1 In this Agreement (including the Recitals) words and expressions have the same meaning given to them in the Conditions referred to below.

2. Contract Documents

2.1 The following documents form part of this Agreement:

1. the NEC4 Engineering and Construction Contract (June 2017 and amendments January 2019) incorporating Main Option C together with dispute resolution Option W2 and secondary Options X2, X5, X7, X8, X10, X11, X13, X15, X18, X21, Y(UK)1, Y(UK)2, Y(UK)3 and Z1 to Z130, ("the Conditions"); and
2. the Contract Data Parts One and Two and the documents referred to in them;
3. the Scope;
4. The *activity schedule*.

2.2 The several documents forming part of this Agreement are to be taken as mutually explanatory of one another.

3. Agreement

3.1 The *Contractor* agrees to Provide the Works for the *Client* in accordance with the provisions of this Agreement.

3.2 The *Client* will pay to the *Contractor* the amounts due under and in accordance with the provisions of this Agreement.

4. Publication of Information

4.1 The *Contractor* acknowledges that the *Client* is obliged to publish the provisions of this contract in accordance with the Cabinet Office Guidance on the Transparency Requirements for Publishing on Contracts Finder (or any later revision), except to the extent that any information in it is exempt from disclosure pursuant to the Freedom of Information Act 2000. The *Client* consults with the *Contractor* before deciding whether information is exempt, but the *Contractor* acknowledges that the *Client* has the final decision. The *Contractor* co-operates with and assists the *Client* to publish this contract in accordance with the *Client's* obligation.

5. Joint and Several Liability

- 5.1 Each of FCC, Webuild and BeMo will be jointly and severally liable to the *Client* for the performance of the *Contractor's* obligations under this Agreement.
- 5.2 Each of FCC, Webuild and BeMo will give not less than 4 weeks' notice to the *Client* of any proposed termination of the joint venture arrangement.
- 5.3 Termination of the joint venture arrangement for any reason will be treated as a substantial failure by the *Contractor* to comply with his obligations.
- 5.4 Not Used

Executed as a deed by affixing the common)
seal 2022 No.1065 of NATIONAL HIGHWAYS)
LIMITED in the presence of:)

Authorised Signatory

[Redacted]



.....
Head of Pre-Contract Commercial Services

Authorised Signatory

[Redacted]



.....
Executive Director Commercial & Procurement



Executed as a deed by **FCC Construcción, S.A.**

by

Director

in the presence of

Witness

Address: 239 Kensington High St, London W8 6SN

Occupation: Preconstruction Director

Executed as a deed by **Webuild S.p.A.**

by

Director

and

Director

Executed as a deed by **BeMo Tunnelling UK Limited**

by

Director

and

Director