

Crown Commercial Service

CONSTRUCTION PROFESSIONAL SERVICES FRAMEWORK SCHEDULE 5

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

Date: 4th August 2025

FORM OF AGREEMENT

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

Between

Ministry of Housing, Communities and Local Government

And

AECOM Limited

For the provision of

A National Calculation Methodology (NCM) software validation service of third-party software

THIS AGREEMENT is made the 4th August 2025

PARTIES:

1. **Ministry of Housing, Communities and Local Government** whose offices are located at 2 Marsham Street, London SW1P 4DF (the "**Client**"); and
2. **AECOM Limited** which is a company incorporated in and in accordance with the laws of England and Wales (Company No. 01846493) whose registered office address is at Aldgate Tower, 2 Leman Street, London, United Kingdom, E1 8FA (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 (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 Short Contract June 2017 Edition incorporating amendments January 2019 and October 2020 and incorporating the additional conditions specified in the Client's Contract Data, which form this contract together with the documents referred to in it. References in the NEC4 Professional Services Short Contract June 2017 Edition incorporating amendments January 2019 and October 2020 to "the contract" are references to this contract.

3. 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.
4. 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.

5. 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 The *Client*

SIGNATURE

Signed by [REDACTED] for and on behalf of The Consultant

SIGNATURE OF AUTHORISED SIGNATORY

nec4

Professional Service

Short Contract

A contract between

AECOM Limited

and

Ministry of Housing, Communities and Local Government

for

A National Calculation Methodology (NCM) software validation service of third-party software

Contract Forms

Contract Data

The *Consultant's* Offer

Price List

Scope

Notes about the contract are printed in boxes like this one. They are not part of the contract

Contract Data

The *Client's* Contract Data

The *Client* is

Name [REDACTED]

Address for communications [REDACTED]

Address for electronic communications [REDACTED]

The service is A National Calculation Methodology (NCM) software validation service of third-party software.

The starting date is 4th August 2025

The completion date is 3rd August 2027

The delay damages are Not Applicable per day

The *law of the contract* is England and Wales

The *period for reply* is weeks

The *defects date* is weeks after Completion

The *assessment date* is the of each month

The United Kingdom Housing Grants, Construction and Regeneration Act (1996) **does not** apply

The *Adjudicator* is:

Name

Address for communications

Address for electronic communications

Contract Data

The *Client's* Contract Data

The interest rate on late payments is % per complete week of delay

Insert a rate only if a rate less than 0.5% per week of delay has been agreed.

The *Client* provides this
insurance

Only enter details here if the *Client* is to provide insurance.

The *Consultant* provides the following insurance cover

INSURANCE AGAINST	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OR EARLIER TERMINATION
Liability of the <i>Consultant</i> for claims made against it arising out of the <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the service.	[REDACTED]	
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the Service	[REDACTED]	
Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	[REDACTED]	

The *Consultant's* total liability to the *Client* which arises under or in connection with the contract is limited to

[REDACTED]

The *Adjudicator nominating body* is:

Not applicable

The *tribunal* is:

If the *tribunal* is arbitration, the arbitration procedure is

Contract Data

The *Client's* Contract Data

The *conditions of contract* are the NEC4 Professional Service Short Contract June 2017 incorporating amendments January 2019 and October 2020 and the following additional conditions

Only enter details here if additional conditions are required

Option Z2 Identified and defined terms

applies

Option Z4 Admittance to Client's Premises

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

applies

Option Z16 Tax Compliance

applies

Option Z22 Fair payment

does not apply

Option Z26 Building Information Modelling

does not apply

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

applies

Option Z51 Financial Distress

applies

Option Z52 Records, audit access and open book data

applies

Option Z100 Data Protection

applies

Option Z101 Cyber Essentials

applies

Other additional conditions

Does not apply

The *Consultant's* Offer

The *Consultant's* Contract Data

The *Consultant* is

Name

Address for communications

Address for electronic communications

The service is

The starting date is

The completion date is

The delay damages are per day

Price List

1. “The contract does not provide for the *Consultant* to be paid on a mixture of time charge and Prices and one or the other must be selected. If the work is to be paid on a time charge basis, only expenses should be included. No other entries should be made in the Price List. If the *Consultant* is to be paid on a priced basis the entries in the first four columns are made by either the *Client* of the tenderer.
2. For each row:
 - If the *Consultant* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only.
 - If the *Consultant* is to be paid an amount for the item of work and which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.
3. Costs incurred by the *Consultant* other than the listed expenses are included in the Rates and
4. Prices and the People Rates. If expenses are paid at cost, then 'at cost' should be entered into
5. the Rate column.

Delete or strike through unused rows.

Refer to Supplier's complete price list at Annex A [REDACTED]

Scope

1. The Scope should be a complete and precise statement of the *Client's* requirements. If it is incomplete or imprecise, there is a risk that the *Consultant* will interpret it differently from the *Client's* intention. Information provided by the *Consultant* should be listed in the Scope only if the *Client* is satisfied that it is required, is part of a complete statement of the *Client's* requirements and is consistent with other parts of the Scope.

1. Purpose of the Service

Provide a brief summary of why the service is being commissioned and what it will be used for.

A National Calculation Methodology (NCM) software validation service of third-party software.

2. Description of the service

Give a complete and precise description of what the *Consultant* is required to do.

A National Calculation Methodology (NCM) software validation service of third-party software.
See Annex B for full details.

Scope

3. Existing information

List existing information which is relevant to the service. This can include documents which the *Consultant* is to further develop

Not applicable.

4. Specifications and standards

See Annex B

Scope

5. Constraints on how the *Consultant* provides the Service

State any constraints on sequence and timing of work and on method and conduct of work including the requirements for any work by the *Client*.

Not applicable.

Scope

6. Requirements for the programme

State whether a programme is required and, if it is, what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated

Not applicable.

Scope

7. Information and other things provided by the *Client*

Describe what information and other things the *Client* is to provide and by when. Information is that which is not currently available, but will become available during the contract. Other things could include access to a person, place (such as office space or a site) or the *Client's* information technology systems.

Not applicable.

**ANNEX A-
SUPPLIER PROPOSAL EMBEDDED BELOW:**

[REDACTED]

**ANNEX B-
STATEMENT OF REQUIREMENTS**



v2.0 Attachment 3 -
CPD4130011 Stateme