



Department for Transport

THIS AGREEMENT is made on the 30 March 2021

BETWEEN:

- (1) **Department for Transport;** and
- (2) **APS Partnership Limited, 136 Gray Street, Workington, Cumbria, CA14 2LU**
(“the ***Supplier***

WHEREAS:

- (A) The Consultant has been appointed to the Specialist Technical Advice for Rail and other Transport Modes (STARTwo) Framework and has entered into a framework agreement in relation to its appointment (the “Framework Agreement”).
- (B) The *Employer* wishes to appoint the Consultant to provide certain services outlined in the Department’s Work Package Request issued on **26 March 2021** and subsequent clarifications. The contract will commence on **1st April 2021** and is expected to conclude on **30th September 2021**. The Department at its sole discretion can exercise to extend this contract by a further month.
- (C) The Consultant has submitted a Proposal dated **29 March 2021** in response to the *Employer’s* Work Package Request Form in accordance with terms of the Framework Agreement. The *Employer* has examined the Consultant’s said tender and subject to the provisions of this contract is willing to engage the Consultant to carry out those services in accordance with this contract.

NOW IT IS AGREED THAT:

- 1. In this Agreement, unless the context otherwise requires, words and expressions have the same meanings as set out in the NEC4 Professional Services Contract *Conditions of Contract*.

2. This contract shall mean this document and the following documents which are hereby incorporated into and shall comprise this contract:
- (i) The *NEC Conditions of Contract* are the NEC4 Professional Services Contract dated June 2017;
 - (ii) The Contract Data Part One (amended – see attachment) including, the Option Z clauses set out in the Contract Data Part One;
 - (iii) The Contract Data Part Two;
 - (iv) The terms of the Framework Agreement insofar as they relate to the provision of services;
 - (v) Your resource and pricing schedule under your reference “Table 1A – Daily Rate for the proposed Supplier Resources”, dated **29 March 2021** where the services will be priced on a *per diem* basis
 - (vi) Your signed COI declarations dated **29 March 2021**.
3. The *Supplier* shall provide the *scope* of services (as set out in the Contract Data Part 1) in accordance with this contract.
4. Given the sensitive nature and the Specialist Technical Advisory resource required for this project over this period, should the named resource not be available the Supplier will:
- notify DfT in writing immediately using the Change Control Form
 - provide suitably qualified and experienced resources, who will work to an equivalent standard
 - the Supplier will cover all costs of hand-over to the new resources including:
 - making them available for hand-over meetings with the named resources
 - only charging DfT for the new resources once they are fully up to speed and productive
5. The *Supplier* reaffirms that, under Section 14 of the Framework Agreement, the *Supplier* acknowledges and agrees that it does not have an interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services and that (except as provided below) it shall not act for any person, organisation or company where there is or is reasonably likely to be a conflict of interest with the Services.

6. In consideration of the provision by the Supplier of the Services the *Employer* shall pay to the *Supplier* the amount due in accordance with this contract.
7. You must be in possession of a purchase order (PO), before commencing any work under this contract. You will be informed of the PO for this contract in due course. Prior to issuing an invoice to the below address, a Schedule 10 application for payment must be sent to and approved by the Contract Manager. Invoices submitted to the Department **must also quote the PO number** and must be submitted as directed **in the PO to:**

[Redacted]

[Redacted]

8. This contract supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever in relation to this contract. No variation to this contract, after the date hereof, will be made except with the written consent of the Parties provided that this is without prejudice to the *Employer's* rights to issue instructions in accordance with this contract.
9. Please acknowledge receipt and acceptance of this letter by signing and returning a copy to me and contact [Redacted] to discuss arrangements for the commencement of this work package.

Yours sincerely,

[Redacted]

IN WITNESS WHEREOF the Parties have entered into the Agreement on the date written above.

Signed by:

[Redacted]

Position: Commercial Relationship Manager
On behalf of the Secretary of Transport (*Employer*)

and

Signed by:

[Redacted Signature]

Name:

[Redacted Name]

Position:

[Redacted Position]

On behalf of APS Partnership Limited (*Supplier*)