



NATIONAL HIGHWAYS LIMITED

**NEC4 Professional Service Short Contract
(June 2017 with amendments January 2019
and October 2020)**

MCKINSEY & COMPANY INC UNITED KINGDOM

FORM OF AGREEMENT

relating to *services*

of the Efficiency Programme Delivery Partner

Contract Reference Number con_29484

CONTENTS AMENDMENT SHEET

Version No.	Amendments	Initials	Date
0.5	Tender issue – to be updated at time of award.	JM	20 May 2024
0.6	Removed references to Deed per tender query B49	JM	22 June 2024
1.0	<ul style="list-style-type: none">Change of contract name from “Transformation Delivery Partnership” to “Efficiency Programme Delivery Partner”Completion of template fields with detail of final contract	JM	20 February 2025
1.1	<ul style="list-style-type: none">Text defining McKinsey as a Party is expanded to provide a more complete description of their legal status per request from McKinsey2.1 – replace “Z1 to Z102” with list of specific Z clauses that are used in the contract data	JM	19 March 2025

THIS AGREEMENT is made the day of 2025

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 **MCKINSEY & COMPANY, INC. UNITED KINGDOM** a corporation incorporated under the laws of the State of Delaware, United States of America (registration number 938148) with registered address at 251 Little Falls Drive, Wilmington, Delaware 19808, United States of America (registered at Companies House in the UK as a foreign overseas entity with number FC012665) and operating in the United Kingdom through its branch establishment (BR002227) which is organized under the laws of England and Wales with registered address at The Post Building, 100 Museum Street, London, United Kingdom, WC1A 1PB (the “*Consultant*”).

RECITALS

- A. The *Client* wishes to appoint a consultant to provide the service and for that purpose has issued invitations to tender to, amongst others, the *Consultant*.
- B. In response to the *Client*’s invitation to tender, the *Consultant* has submitted a tender to Provide the Service in conformity with the Conditions of Contract, the Contract Data and the Scope.
- C. The *Client* has accepted the *Consultant*’s tender and now wishes to appoint the *Consultant* 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:

- the NEC4 Professional Service Short Contract (June 2017 with amendments January 2019 and October 2020) incorporating Z1 to Z4, Z6 to Z19, Z54, Z57, Z58, Z60, Z62, Z100 and Z102 (“the Conditions”);
- the Contract Data, Parts One and Two, and the documents referred to in them;
- Scope;
- Tender Amendments 1, 2 and 3;
- the *Consultant’s* tender;
- the *price list* and
- the following clarification questions and responses:
 - Compliance Clarification C1, with a response received 5 July 2024
 - Compliance Clarification C2, with a response received 5 July 2024
 - Compliance Clarification C3, with a response received 5 July 2024
 - Compliance Clarification C4, with responses received 5 July and 16 July 2024
 - Compliance Clarification C5, with a response received 5 July 2024
 - Compliance Clarification C6, with responses received 2 August and 21 August 2024
 - Compliance Clarification C7, with a response received 17 September 2024
 - Financial Clarification F1, with a response received 29 July 2024
 - Financial Clarification F2, with a response received 29 July 2024
 - Financial Clarification F3, with a response received 2 August 2024
 - Financial Clarification F4, with a response received 30 August 2024
 - Financial Clarification F5, with a response received 30 August 2024
 - Financial Clarification F6, with a response received 6 September 2024
 - Financial Clarification F7, with a response received 1 October 2024
 - Financial Clarification F8, with a response received 8 October 2024
 - Selection Clarification SQ5, with a response received 17 December 2024

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 *Consultant* agrees to Provide the Service for the *Client* in accordance with the provisions of this Agreement.

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

4. Publication of Information

4.1. The *Consultant* acknowledges that the *Client* is obliged to publish the provisions of this contract in accordance with the Crown Commercial Service note entitled “Publication of Central Government Tenders and Contracts” dated November 2017 (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 (Amendment) (EU Exit) Regulations 2018. The *Client* consults with the *Consultant* before deciding whether information is exempt, but the *Consultant* acknowledges that the *Client* has the final decision. The *Consultant* co-operates with and assists the *Client* to publish this contract in accordance with the *Client*'s obligation.

Delivered on the date of this document.

**Executed as a simple contract by
NATIONAL HIGHWAYS LIMITED in the
presence of:**

[Details of the signature via DocuSign will **Authorised Signatory**
appear at the end of this document]

OPTION 2 *[execution by a company by two signatures]*

Executed by the *Consultant*

by [Details of the signature via DocuSign will
appear at the end of this document]

and

[Details of the signature via DocuSign will
appear at the end of this document]