

15 JUNE 2017

FORM OF AGREEMENT FOR AN
NEC3 PROFESSIONAL SERVICES CONTRACT
(OPTION G – TERM CONTRACT)

for services comprising the

Climate Resilient Infrastructure Development Facility (CRIDF) Phase II

between

DEPARTMENT FOR INTERNATIONAL DEVELOPMENT

and

WYG INTERNATIONAL LIMITED AND COWI A/S

Employer Initial: AS

Consultant Initial: WYA

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Employer Initial: AS

Consultant Initial: WUA

THIS DEED ("THE AGREEMENT") IS DATED 15 JUNE 2017

PARTIES

- (1) **The Secretary of State for International Development**, at the Department for International Development, Abercrombie House, Eaglesham Road, East Kilbride, Glasgow G75 (the "**Employer**" or "**DFID**").
- (2) A non-incorporated joint venture consisting of **WYG International Limited**¹ and **COWI A/S**² (together, the **Consultant**).

BACKGROUND

- (A) CRIDF 2 is a DFID-funded programme consisting of a series of individual tasks which will be proposed by the *Consultant* and agreed by the *Employer*.
- (B) The *Employer* wishes to appoint the *Consultant* to Provide the Services in accordance with the Scope.
- (C) The *Consultant* has agreed to Provide the Services in accordance with the conditions of contract specified in clause 5 of this Agreement.

AGREED TERMS

1. INTERPRETATION

Unless the context otherwise requires:

- (a) any term used with initial capital letters has the meaning given to it in the *conditions of contract*; and
- (b) any italicised term has the meaning given to it in the Contract Data.

2. TERMINATION OF PREVIOUS SERVICE CONTRACT

- 2.1 The previous service contract between the *Employer* and the *Consultant* in respect of CRIDF2 "Part 1" (dated 5 May 2017) is hereby agreed as terminated by mutual consent.
- 2.2 This Agreement shall be deemed to take effect retrospectively from (and all references herein to *starting date* or similar shall be taken to mean) 5 May 2017.

¹ Registered in England under company number 03195485 with registered offices at Arndale Court, Otley Road, Headingley, Leeds, LS6 2UJ

² Registered in Denmark under company number 44623528 with registered offices at 2, Parallelvej, 2800 Kongens Lyngby

Employer Initial: AS

Consultant Initial: cel/ RWA

3. CONSULTANT'S RESPONSIBILITIES

The *Consultant* will Provide the Services in accordance with the documents listed in clause 5 below.

4. EMPLOYER'S RESPONSIBILITIES

The *Employer* will pay the *Consultant* for the *services* and carry out his other duties in relation to them in accordance with the documents listed in clause 5 below.

5. INCORPORATED TERMS AND PRIORITY

The contract for the *Services* comprises of the following documents:

- (a) this Agreement;
- (b) Annex 1 - the completed Contract Data
- (c) Annex 2 – X, Y, Z Clauses
- (d) Annex 7 – NEC3 Professional Services Contract Main Option G (Term Contract)
- (e) Annex 8 – DFID Standard Terms and Conditions
- (f) Annex 4 - Employer's Requirement
- (g) Annex 6 - Consultant's Proposal
- (h) Annex 5 - Clarification Questions
- (i) Annex 3 – Invitation to Tender
- (j) Annex 9 – Incentive Schedule
- (k) any other document forming part of the contract.

If there is any ambiguity or inconsistency in or between the documents comprising this contract, the priority of the documents is in accordance with the above sequence.

6. CONTRACT LIMIT

Payment under this contract shall in no event, exceed Twenty two million, seven hundred and fifty thousand and nineteen pounds sterling (£22,750,019), inclusive of any applicable government tax, subject to any agreed amendments to this Agreement by way of deed. For the avoidance of

Employer Initial: AS

Consultant Initial 14/6
RVA

doubt a Compensation Event shall not cause this contract to exceed the above limit.

7. JOINT AND SEVERAL LIABILITY

WYG International Limited and COWI A/S are jointly and severally liable to the *Employer* for the performance of the *Consultant's* obligations under the contract and for all obligations and liabilities of the *Consultant* arising under or in connection with the contract.

This document takes effect retrospectively from 5 May 2017.

Employer Initial: AS

Consultant Initial: 146 NVA

