**Highways England**

**Specialist Professional & Technical Services Framework**

**Form of Agreement**

**September 2015**

**THIS AGREEMENT BY DEED is made the [.................] day of [.......................] [20..]**

**PARTIES:**

1. **HIGHWAYS ENGLAND COMPANY LIMITED** (company no 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ("the *Employer”*); and

2.[...................................................................................] a company incorporated in and in accordance with the laws of [...............................] having as its registered number [..............................] and its registered office at [........................................] ("the *Supplier*").

[Alternative if *Supplier* is a partnership]

2.[...................................................................................] a partnership having its registered office at [........................................] ("the *Supplier*").

[Alternative if *Supplier* is an unincorporated joint venture]

2. [                   ] joint venture comprising [                    ] (whose registered office is at [                          ] “[X]” and [                    ] (whose registered office is at [                          ] “[Y]” (together referred to as “the *Supplier*”).]

**RECITALS**

1. The *Employer* wishes to appoint a number of suppliers to provide services under the Highways England Specialist Professional and Technical Services Framework and for that purpose has issued [invitations to tender] (including the Framework Information and *scope*) to, amongst others, the *Supplier*.
2. In response to the *Employer’s* invitation to tender, the *Supplier* has submitted a tender to carry out and complete the following *services*: *[enter description of the services]* in accordance with the *scope*.
3. [The *Employer* has accepted the *Supplier’s* tender and now wishes to appoint the *Supplier* on the terms of this Agreement.] *[specific Lots which the Supplier has been appointed to will be referred to in the recitals]*

**OPERATIVE PROVISIONS**

# 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.

* 1. The Conditions are:
* the clauses of the NEC3 Framework Contract (April 2013),
* the core clauses and the clauses for the main Option E, dispute resolution Option [W1 or W2 as stated in the Time Charge Order]and secondary Options ([X2], [X5], X11, [X13], [X18], [X20], [Y(UK)1], [Y(UK)2], Y(UK)3 as stated in the Time Charge Order), and Z of the NEC3 Professional Services Contract April 2013 for Time Charge Orders and
* the core clauses and the clauses for the main Options [A or C or E], dispute resolution Option [W1 or W2 as stated in the Package Order]and secondary Options ([X2], [X5], X11, [X13], [X18], [X20], [Y(UK)1], [Y(UK)2], Y(UK)3 as stated in the Package Order) and Z of the NEC3 Professional Services Contract April 2013 for Package Orders.

# Agreement by Deed

2.1. In consideration of the *Employer* making payment in accordance with the Conditions, the *Supplier* hereby agrees to Provide the Services in accordance with this Agreement by Deed.

1. **Documents**

3.1 The documents forming part of this Agreement are:

1. the Conditions
2. the Contract Data
3. the Framework Information
4. the Scope
5. Tender Amendments *[insert references or delete]*
6. the *Supplier’s* tender
7. the *quotation information*

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

# Publication of Information

4.1 The *Supplier* acknowledges that the *Employer* is obliged to publish the provisions of this contract in accordance with the Cabinet Office Efficiency Reform Group Procurement Policy Note entitled “*Published guidance on implementing requirements for greater transparency in central Government procurement and contracting*” (Information Note 02/11 dated 18 January 2011, 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 *Employer* consults with the *Supplier* before deciding whether information is exempt, but the *Supplier* acknowledges that the *Employer* has the final decision. The *Supplier* co-operates with and assists the *Employer* to publish this contract in accordance with the *Employer*'sobligation.

4.2 The *Supplier* acknowledges that the *Employer* is obliged to publish the provisions of this contract in accordance with the Cabinet Office, Procurement Policy Note 13/15 Increasing Transparency of Contract Information to the Public, the *Employer* is obliged to take forward the publishing of a range information related to this contract, except to the minimal extent that any information in it is exempt from disclosure pursuant to the Freedom of Information Act 2000. The *Employer* consults with the *Supplier* before deciding whether information is exempt, but the *Supplier* acknowledges that the *Employer* has the final decision. The *Supplier* co-operates with and assists the *Employer* to publish the information related to this contract in accordance with the *Employer*'sobligation

# Collaboration Agreement

5.1 If so required in writing by the *Employer* at any time prior to the *end date* the *Supplier* shall execute one or more collaboration agreements in the form set out in the Scope in order to allow any Central Government Departments and Agencies, non-departmental public bodies, Local Government and Local Government Bodies, the House of Lords, the House of Commons, and other public sector organisations in the UK to place a Package Order with the *Supplier* for the provision of services in accordance with the terms of the relevant collaboration agreement.

**Delivered** as a deed on the date of this document.

*[Use one of the following forms of execution]*

|  |  |
| --- | --- |
| OPTION 1 *[execution by a company under seal]* | |
| Executed as a deed by the *Supplier* by affixing his common seal in the presence of: |  |
|  |  |
|  | Director |
|  |  |
|  | Director/Company Secretary |
| OPTION 2 *[execution by a company as a deed by two signatures]* | |
| Executed as a deed by the *Supplier*  by [                                  ]  …………………………………………….. | (print name of Director)  signature of Director |
| and [                                  ]  …………………………………………….. | (print name of Director/Company Secretary)  signature of Director/Company Secretary |
| OPTION 3 *[execution by a company as a deed by one signature in the presence of a witnesss]* | |
| Executed as a deed by the *Supplier*  by [                                  ]  …………………………………………….. | (print name of Director)  signature of Director |
| in the presence of [                                  ]  ……………………………………………..  ……………………………………………..  …………………………………………….. | (print name of witness)  signature of witness  address of witness  occupation of witness |
| OPTION 4 *[execution by a partnership. All partners should execute unless a valid partnership resolution or power of attorney is produced which specifies otherwise. Repeat attestation block as often as necessary.]* | |
| Executed as a deed by the *Supplier*  by [                                  ]  …………………………………………….. | (print name of partner)  signature of partner |
| in the presence of [                                  ]  ……………………………………………..  ……………………………………………..  …………………………………………….. | (print name of witness)  signature of witness  address of witness  occupation of witness |

|  |  |
| --- | --- |
| OPTION 1a *[execution by a Highways England under seal]*  Executed as a deed by **HIGHWAYS ENGLAND COMPANY LIMITED** by affixing his common seal in the presence of: | ) ) |
|  |  |
|  | Director |
|  |  |
|  | Director/Secretary |
|  |  |
| OPTION 1b *[execution by a Highways England under seal]*  Executed as a deed by **HIGHWAYS ENGLAND COMPANY LIMITED** by affixing his common seal in the presence of: | ) ) |
|  |  |
|  | Authorised Signatory |
|  |  |
|  | Authorised Signatory |
|  |  |
| OPTION 2a Executed as a deed by **HIGHWAYS ENGLAND COMPANY LIMITED** acting by: | ) ) |
|  |  |
|  | Director |
|  |  |
|  | Director/Secretary |
|  |  |
| OPTION 2b Executed as a deed by **HIGHWAYS ENGLAND COMPANY LIMITED** acting by: | ) ) |
|  |  |
|  | Authorised Signatory |
|  |  |
|  | Authorised Signatory |
|  |  |