



National Highways Limited

NEC4 XXX Contract

(June 2017 with amendments January 2019, October 2020 and January 2023)

FORM OF AGREEMENT BY DEED

[All text in red or contained in the comment boxes are for the Procurement Officer to review and must be removed when finalising the document.]

Information added by the Procurement (red text) must match what is contained in the Contract Data & Scope for this tender.

Black text must not be changed and any proposed departures from the approach set out in this model Form of Agreement must be discussed and agreed between the Procurement Officer and the Contract Development & Assurance (CD&A) Team.]

National Highways Use Only

CONTENTS AMENDMENT SHEET

Issue No.	Revision No.	Amendments	Initials	Date



NATIONAL HIGHWAYS LIMITED

NEC4 XXX Contract

**(June 2017 with amendments January 2019, October 2020
and January 2023)**

[NAME OF CONSULTANT/ JOINT VENTURE]

FORM OF AGREEMENT BY DEED

relating to *services*

of the [insert contract/scheme title]

Contract Reference Number [compiler to enter appropriate
Share reference number]

THIS AGREEMENT BY DEED is made the [...] day of [...] [20...] [National Highways procurement do not enter date until all parties have executed the Deed]

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

[For use by single contractor/consultant state the following]

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

OR

[For use by joint venture contractor/consultant state the following]

- 2 [...] a joint venture comprising [...] ["X"] a company incorporated in and in accordance with the laws of [...] with registered number [...] whose registered office is at [...] and [...] ["Y"] a company incorporated in and in accordance with the laws of [...] with registered number [...] whose registered office is at [...] and [] ["Z"] a company incorporated in and in accordance with the laws of [] with registered number [] whose registered office is at [] (together referred to as "the **Consultant**").

RECITALS

- A. The *Client* wishes to appoint a consultant to provide the services during the term of the contract 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* [to provide the services 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 Contract (June 2017 with amendments January 2019, October 2020 and January 2023) incorporating Main Option **[[A] or [C] or [E]]**, together with dispute resolution Option W2 and secondary Options **[X1, X2, X3, X4, X5, X6, X7, X8, X9, X10, X11, X12, X13, X18, X20], [Y(UK)1], Y(UK)2, Y(UK)3 and Z1 [to] Zxx** ("the Conditions");
- the Contract Data, Parts One and Two, and the documents referred to in them;
- Scope;
- Tender Amendments **[insert references or delete]**;
- the *Consultant's* tender;
- the **[activity schedule]** and
- **[insert additional documents or delete]**.

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 the contract in accordance with

- 4.1.1. the “Procurement Act 2023”
- 4.1.2. the “Procurement Regulations 2024 (SI 2024/692)” and
- 4.1.3. Procurement Policy Note PPN 01/17 – “Update to Transparency Principles” and its related guidance, “The Transparency of Suppliers and Government to the Public” of March 2023

(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 *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.

5. Joint and Several Liability

- 5.1. Each of [X] and [Y] will be jointly and severally liable to the *Client* for the performance of the terms and fulfilment of the obligations under this Agreement.
- 5.2. Not Used.
- 5.3. Each of [X] and [Y] and [Z] will give not less than four weeks’ notice to the *Client* of any proposed termination of the joint venture arrangement.
- 5.4. Termination of the joint venture arrangement for any reason is treated as a substantial failure by the *Consultant* to comply with its obligations.
- 5.5. Not Used.

Delivered as a deed on the date of this document.

**Executed as a deed by affixing the
common seal of NATIONAL HIGHWAYS
LIMITED in the presence of:**

Authorised Signatory

Name

Authorised Signatory

Name

OPTION 1 *[execution by a company under seal]*

Executed as a deed by the *Consultant* by
affixing its common seal in the presence of:

Director

Name

Director/Company Secretary

Name

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

Executed as a deed by the *Consultant*

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 witness]*

Executed as a deed by the *Consultant*

by [...]

(print name of Director)

.....

signature of Director

in the presence of [...]

(print name of witness)

.....

signature of witness

.....

address of witness

.....