



# Department for Transport

Department for Transport  
Group Commercial Services  
Zone D/06 Ashdown House  
Sedlescombe Road  
St Leonards-on-Sea  
East Sussex TN3 7GA

Direct Line: [REDACTED]  
[REDACTED]

Web Site: [www.dft.gov.uk](http://www.dft.gov.uk)

4 November 2015

[REDACTED]  
Ove Arup & Partners Ltd  
13 Fitzroy Street,  
London  
W1T 4BQ

Dear [REDACTED]

STAR PACKAGE ORDER PPRO 04/101/002: **SECTION 30 RESILIENCE**

**THIS AGREEMENT** is made the 30<sup>th</sup> October 2015.

## **BETWEEN:**

- (1) **Department for Transport (*Employer*);** and
- (2) **Ove Arup & Partners Ltd** registered in England and Wales with company number 1312453 whose registered office is at 13 Fitzroy Street, London, W1T 4BQ ("the ***Supplier***").

## **WHEREAS:**

- (A) The *Employer* wishes to appoint the *Supplier* to provide the services being the provision of a Section 30 resilience service for which the *Employer* has submitted to the *Supplier* his invitation to provide a Proposal.
- (B) The *Supplier* has submitted his Proposal dated 16<sup>th</sup> October 2015 in response to the *Employer's* Work Package Request Form. The *Employer* has examined

the *Supplier's* said tender and subject to the provisions of this contract is willing to engage the *Supplier* to carry out the 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 *NEC 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 NEC Professional Services Contract (Third edition April 2013 with amendments June 2006 and September 2011) together with and as amended by Dispute Resolution Option W1, and Secondary Option Clauses as specified in the Contract Data Part One, Y (UK) 2 (with amendments dated September 2011) and Z clauses as set out in the Contract Data Part One.
  - (ii) The Contract Data Part One (including, the Option Z clauses set out in the Contract Data part One); Total Aggregate Liability is £5M;
  - (iii) The terms of the Framework Agreement insofar as they relate to the provision of services;
3. The Supplier shall provide the scope of services (as set out in the Contract Data Part 1) in accordance with this contract.
4. The Supplier has stated in its bid it's methodology of managing conflicts of interest and the Department has accepted this approach. The Supplier is expected to comply with this methodology.
5. 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.
6. 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. Invoice submitted to the Department **must also quote the PO number** and must be submitted as directed **in the PO to:**

**Accounts payable  
DfT Shared Service avarto,  
5 Sandringham Park  
Swansea Vale  
Swansea SA7 0EA**

7. This contract supersedes and extinguishes any prior drafts, agreements, undertakings, representation, 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.
8. The Department requests that the Supplier keeps the award of the contract confidential for the time being. In the first few days of the contract, the Employer would intend to work with the Supplier's Communications team to agree a joint line about the contract and how this will be communicated to external parties.
9. Please acknowledge receipt and acceptance of this letter by signing and returning a copy to me and contact [REDACTED] on [REDACTED] to discuss arrangements for the commencement of this work package.

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

Signed by:

[REDACTED]

Name:

[REDACTED]

Position: Procurement Business Partner

On behalf of Department for Transport (*Employer*)

and

Signed by:

Name:

Position:

On behalf of Ove Arup & Partners Ltd (*Supplier*)