



## **National Highways Limited**

### **NEC4 Professional Service Contract (June 2017 with amendments January 2019, October 2020 and January 2023)**

### **FORM OF AGREEMENT BY DEED**



**CONTENTS AMENDMENT SHEET**

<b>Issue No.</b>	<b>Revision No.</b>	<b>Amendments</b>	<b>Initials</b>	<b>Date</b>
1	1	Inclusion of X29 as a secondary option.	KM	12/08/25
2	2	Remove optional clause X7	KM	01/09/25



**NATIONAL HIGHWAYS LIMITED**  
**NEC4 Professional Service Contract**  
**(June 2017 with amendments January 2019, October 2020**  
**and January 2023)**

**JACOBS SYSTRA JOINT VENTURE**

**FORM OF AGREEMENT BY DEED**

relating to *services*

of the

**National Spatial Planning 2026 Lot 3 - South**

Contract Reference Number NSPC2026L3



**THIS AGREEMENT BY DEED is made the**

**9th day of January 2026**

**PARTIES are:**

- 1 **NATIONAL HIGHWAYS LIMITED**, a company incorporated in and in accordance with the laws of England having as its registered number 09346363 of Three Snowhill, Snow Hill Queensway, Birmingham, B4 6GA ("the **Client**"); and
- 2 **JACOBS SYSTRA JOINT VENTURE**, a joint venture comprising **JACOBS U.K. LIMITED** ["X"] a company incorporated in and in accordance with the laws of England with registered number 02594504 whose registered office is at Cottons Centre, Cottons Lane, London, United Kingdom, SE1 2QG and **SYSTRA LIMITED** ["Y"] a company incorporated in and in accordance with the laws of England with registered number 03383212 whose registered office is at 3<sup>RD</sup> Floor, 1 Carey Lane, London, England, EC2V 8AE (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, 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 shall 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 E, together with dispute resolution Option W2 and secondary Options X2, X8, X11, X18, X20, X29, Y(UK)1, Y(UK)2, Y(UK)3 and Z1 to Z106 (“**the Conditions**”);
- the Contract Data, Parts One and Two, and the documents referred to in them;
- the Scope;
- Tender Amendments 001 & 002;
- the *Consultant’s* tender;
- the Form of Tender;
- the Commercial Workbook; and
- the Tender Commitments Register.

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 that it shall Provide the Service for the *Client* in accordance with the provisions of this Agreement.

3.2. The *Client* shall 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; 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* shall consult with the *Consultant* before deciding whether information is exempt, but the *Consultant* acknowledges that the *Client* shall have the final decision. The *Consultant* shall cooperate with and assist the *Client* to publish this Agreement (including, but not limited to, the Contract Documents) in accordance with the *Client's* obligation.

## **5. Joint and Several Liability**

- 5.1. Each of X and Y shall 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 shall 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 shall be treated as:
  - 5.4.1. a substantial failure by the *Consultant* to comply with its obligations; and/or
  - 5.4.2. substantially hindering the *Client*.
- 5.5. Not Used.

Delivered as a deed on the date of this document.<sup>1</sup>



Executed as a deed  
by affixing the common seal 2026 no 00  
of NATIONAL HIGHWAYS LIMITED  
in the presence of:



Authorised Signatory  
Head of Pre-Contract Commercial Services

Name

Authorised Signatory

Name

Executed as a deed by *Consultant Y*

By [redacted] [redacted]

(print name of Director)  
signature of Director

And [redacted] [redacted]

(print name of Director/Company  
Secretary)  
signature of Director/Company Secretary

**OPTION 3**

Executed as a deed by *Consultant X*

By [redacted] [redacted]

(print name of Director)  
signature of Director

<sup>1</sup> Note to tenderer and Procurement Officer – signature block for the *Consultant* to be agreed with the Parties post tender submission (but subject to the requirements of the Companies Act 2006) and prior to issue of this deed to the successful Tender

in the presence of [REDACTED] (print name of witness)

[REDACTED] signature of witness

Cottons Centre, Cottons Lane, London SE1 address of witness  
2QG