

Dated 22 October 2025

**AGREEMENT FOR ETM INCURSION
WARNING RADAR SYSTEM PROTOTYPE DEVELOPMENT**

BETWEEN

NATIONAL HIGHWAYS LIMITED

AND

RACE TECHNOLOGY LIMITED



Dated 22 October 2025

BETWEEN

- 1. NATIONAL HIGHWAYS LIMITED** (company number 09346363), whose registered office is Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ (the “**National Highways**”); and
- 2. RACE TECHNOLOGY LIMITED** (company number 03608546) whose registered office is at 16 King Street, Eastwood, Nottingham, NG16 3DA (the “**Service Provider**”)

AGREED AS FOLLOWS

1 DEFINITIONS AND INTERPRETATION

1.1 In this agreement the following terms have the following meanings:

Act	the Procurement Act 2023;
Anti-Slavery Policy	National Highways’ Anti-Slavery Policy attached at Schedule 4, as amended by notification to the Service Provider from time to time;
Best Industry Practice	the standards which fall within the upper quartile in the relevant industry for the provision of comparable services which are substantially similar to the Services or the relevant part of them, having regard to factors such as the nature and size of the parties, the KPIs, the term of the agreement, the pricing structure and any other relevant factors;
Charges	the amount to be paid to the Service Provider for the provision of the Services, as stated in Schedule 2;
Confidential Information	information, written or oral, provided by (or on behalf of) one Party to the other and which (i) is known by the recipient to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the recipient to be confidential;
Debarment List	the list of suppliers referred to in section 62 of the Act;
Existing IPRs	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of this agreement (whether prior to the date of this agreement or otherwise)
New IPR	all and intellectual property rights in any materials created or developed by or on behalf of the Service

	Provider pursuant to this agreement but shall not include the Service Provider's Existing IPR;
Off-Payroll Working Regime	the arrangements described in Chapter 10 of Part 2 of Income Tax (Earnings and Pensions) Act 2003;
Party	either party to this agreement and "Parties" shall be construed accordingly;
Prohibited Act	<p>the following constitute Prohibited Acts:</p> <p>(a) to directly or indirectly offer, promise or give any person working for or engaged by the National Highways a financial or other advantage as an inducement or reward for any improper performance of a relevant function or activity;</p> <p>(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this agreement;</p> <p>(c) committing any offence: (i) under the Bribery Act 2010; (ii) under legislation or common law concerning fraudulent acts; or (iii) of defrauding, attempting to defraud or conspiring to defraud the National Highways;</p> <p>(d) any activity, practice or conduct which would constitute one of the offences listed under (c) above, if such activity, practice or conduct had been carried out in the UK.</p>
Purpose	the purpose for which National Highways may use the Service Provider's Confidential Information is any purpose within its powers. The purpose for which the Service Provider may use National Highways' Confidential Information is the provision of the Services;
Regulations	the Procurement Regulations 2024 (SI 2024/692);
Representatives	the representatives of the Parties for the purpose of this agreement identified in Schedule 3;
Request for Information	has the meaning set out in the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 as appropriate;
Supplier Personnel	all employees, staff, other workers, agents and consultants of the Service Provider and of any sub-

	contractors who are engaged in the provision of the Services from time to time;
Services	the services described in Schedule 1, as varied from time to time in accordance with clause 4; and
Third Party IPR	intellectual property rights owned by a third party which is or will be used by the Service Provider for the purpose of delivering the Services;

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made under that statute or statutory provision.
- 1.9 Unless the context otherwise requires, any reference to European Union law that is directly applicable or directly effective in the UK at any time is a reference to it as it applies in England and Wales from time to time including as retained, amended, extended, re-enacted or otherwise given effect on or after 11pm on 31 January 2020.
- 1.10 A reference to writing or written includes email.
- 1.11 Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.
- 1.12 References to a document in agreed form are to that document in the form agreed by the Parties and initialled by them or on their behalf for identification.
- 1.13 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.14 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 COMMENCEMENT AND DURATION

- 2.1 This agreement shall enter into force on the date of this agreement and unless terminated earlier in accordance with clause 18, shall continue until 31 March 2026.

3 SERVICE PROVIDER OBLIGATIONS

3.1 In performing the Services the Service Provider shall:

- 3.1.1 exercise reasonable skill and care and adhere to Best Industry Practice;
- 3.1.2 ensure that all goods, materials, standards and techniques used in providing the Services are of the best quality and are free from defects in workmanship, installation and design;
- 3.1.3 allocate sufficient resources to provide the Services in accordance with the terms of this agreement; and
- 3.1.4 comply with all applicable laws, statutes, regulations and codes of practice from time to time in force.

4 CHANGES TO SERVICES/ADDITIONAL SERVICES

4.1 National Highways may request a change or addition to the Services by written notice to the Service Provider.

4.2 If the Service Provider agrees with National Highways' request the Service Provider shall comply with the requirement and, if it affects the cost (or timing) of delivery of the Services, the amounts payable for (or, as the case may be, time for delivery of) the Services shall be subject to adjustment, as determined by the Service Provider and National Highways (acting reasonably).

4.3 If the Service Provider does not agree with National Highways' request the Service Provider shall continue to supply the Services on the terms applicable prior to National Highways' request.

4.4 Not used.

5 PAYMENT OF THE CHARGES

5.1 The Service Provider shall submit invoices for the Charges (plus VAT if applicable) to National Highways at the intervals and to the address specified in Schedule 2. Each invoice shall include all reasonable supporting information required by National Highways.

5.2 National Highways shall pay the Charges to the Service Provider within 30 days of receipt of a valid invoice issued by the Service Provider in accordance with clause 5.1.

5.3 National Highways shall pay interest on demand on any sum overdue under this agreement at the rate of 4% a year above the Bank of England base rate from time to time. Interest is payable from when a sum becomes due until when it is paid.

6 NOT USED

7 PARTIES' REPRESENTATIVES

7.1 For the purposes of this agreement National Highways and the Service Provider shall be represented by the individuals identified in Schedule 3.

8 CONFIDENTIALITY

8.1 Each Party ("receiving party") shall:

- 8.1.1 treat as confidential all Confidential Information of the other Party (“disclosing party”) and not disclose it to any other person without the prior written consent of the disclosing party; and
 - 8.1.2 not use such Confidential Information except for the Purpose.
- 8.2 Clause 8.1 shall not prevent the receiving party disclosing information:
 - 8.2.1 which is in the public domain at the time of disclosure;
 - 8.2.2 which is received by the receiving party from a third party who is not restricted by a confidentiality obligation; or
 - 8.2.3 where disclosure is required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 8.3 The receiving party may disclose Confidential Information of the disclosing party to its employees, officers, representatives, contractors, sub-contractors or advisers who need to know such information for the purposes of carrying out the receiving party's obligations under this agreement. The receiving party shall ensure that its employees, officers, representatives, contractors, sub-contractors or advisers to whom it discloses the disclosing party's Confidential Information comply with this clause 8. Where National Highways is the receiving party it may additionally disclose the Service Provider's Confidential Information to the Secretary of State.
- 8.4 The Parties agree that the content of this agreement is not Confidential Information and that either Party may publish this agreement or a summary of its terms.
- 9 LIABILITY**
- 9.1 The Service Provider shall in no event be liable to National Highways for any loss of profits, loss of business, loss of revenue, loss of or damage to goodwill, loss of savings (anticipated or otherwise) or any indirect, special or consequential loss or damage.
- 9.2 Nothing in this agreement limits or excludes either Party's liability for:
 - 9.2.1 death or personal injury caused by its negligence or that of its Staff;
 - 9.2.2 fraud or fraudulent misrepresentation by it or that of its Staff; or
 - 9.2.3 any other matter which, by law, may not be excluded or limited.
- 10 SUB-CONTRACTING**
- 10.1 The Service Provider can only enter into subcontracting arrangements with the prior written consent of the National Highways.
- 10.2 To help the National Highways reach a decision on whether to consent to a proposed sub-contract, the National Highways may request (and the Service Provider shall provide):
 - 10.2.1 a copy of the proposed sub-contract;
 - 10.2.2 any other information that the National Highways may reasonably require about the proposed sub-contractor and the impact of the proposed sub-contract on this agreement.
- 10.3 For the avoidance of doubt, the National Highways shall not consent to any proposed sub-contract if the sub-contractor is on the Debarment List for a mandatory exclusion ground.

- 10.4 In the event that the Service Provider enters into any sub-contract in connection with this agreement it shall:
- 10.4.1 remain responsible for all acts and omissions of its sub-contractors and the acts and omissions of those employed or engaged by the sub-contractors as if they were its own;
 - 10.4.2 impose obligations on its sub-contractor in the same terms as those imposed on it pursuant to this agreement and procure that the sub-contractor complies with such terms; and
 - 10.4.3 provide a copy, at no charge to the National Highways, of any such sub-contract on receipt of a request for such by the National Highways' Representative.
- 10.5 The National Highways may require the Service Provider to terminate a sub-contract where the acts or omission of the relevant sub-contractor have given rise to the National Highways' right to terminate this agreement pursuant to **Error! Bookmark not defined.**18 or if there is a change of control of a sub-contractor (within the meaning of section 1124 of the Corporation Tax Act 2010) or the sub-contractor suffers an insolvency event.

11 **INSURANCE**

- 11.1 The Service Provider shall at its own cost effect and maintain with reputable insurance companies insurance policies to cover its liabilities under this agreement: The cover shall be in respect of all risks which may be incurred by the Service Provider, arising out of the Service Provider's performance of this agreement, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Service Provider.
- 11.2 The Service Provider shall give the National Highways, on request, copies of all insurance policies referred to in this clause 11 or a broker's verification of insurance to demonstrate that the insurances are in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 11.3 If, for whatever reason, the Service Provider fails to give effect to and maintain the insurances, the National Highways may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Service Provider.
- 11.4 The terms of any insurance or the amount of cover shall not relieve the Service Provider of any liabilities under this agreement.

12 **FREEDOM OF INFORMATION ACT 2000 AND ENVIRONMENTAL INFORMATION REGULATIONS 2004**

- 12.1 Both Parties shall:
- 12.1.1 assist and cooperate with one another to enable them to comply with the Freedom of Information Act 2000 and Environmental Information Regulations 2004;
 - 12.1.2 transfer to one another all Requests for Information relating to this agreement that the other is better placed to respond to as soon as practicable and no later than two working days after receipt; and
 - 12.1.3 give one another a copy of all information requested in the Request for Information which is in their possession or control, in the form that the

Party responding to the request reasonably requires, within five working days (or other period as the responding Party may reasonably specify) of the responding Party's request.

- 12.2 The Party responding to a request shall determine in its absolute discretion whether any information relating to National Highways, the Service Provider or the Services is exempt from disclosure in accordance with the Freedom of Information Act 2000 and Environmental Information Regulations 2004;

13 DATA PROTECTION

- 13.1 Each Party shall comply with all applicable requirements of the UK General Data Protection Regulation ((EU) 2016/679) (as defined in section 3(10) of the Data Protection Act 2018), the Data Protection Act 2018 or any other national implementing laws or regulations, which arise in connection with this agreement.
- 13.2 In the event that it becomes necessary for either party to process personal data in order for the Service Provider to deliver any part of the Services they shall do so in accordance with Schedule 5 of this agreement.
- 13.3 The contact details of National Highways' Data Protection Officer are available at DataProtectionAdvice@nationalhighways.co.uk.

14 INTELLECTUAL PROPERTY

- 14.1 Each Party keeps ownership of its own Existing IPRs. The Service Provider gives National Highways a non-exclusive, perpetual, royalty-free, irrevocable, transferable, sub-licensable worldwide licence to use, copy and adapt the Service Provider's Existing IPR to enable National Highways and its sub-licensees to both:
- 14.1.1 receive and use the Services; and
 - 14.1.2 use the New IPR.
- The termination or expiry of this agreement does not terminate any licence granted under this clause 14.
- 14.2 Any New IPR created under this agreement is owned by National Highways. National Highways gives the Service Provider royalty-free, non-exclusive, non-transferable licence to use, copy and adapt any Existing IPRs and the New IPR for the purpose of fulfilling its obligations under this agreement. This licence is sub-licensable to a sub-contractor for the purpose of enabling the Service Provider to fulfil its obligations under this agreement, and in that case the sub-contractor must enter into a confidentiality undertaking with the Service Provider on the same terms as set out in clause 8.
- 14.3 Unless otherwise agreed in writing, the Service Provider and National Highways will record any Existing IPR and New IPR and keep this record updated throughout the term of this agreement in the table in Schedule 6.
- 14.4 Where a Party acquires ownership of intellectual property rights incorrectly under this agreement it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 14.5 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in this clause 14 or otherwise agreed in writing.
- 14.6 If any claim is made against National Highways for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services (an "IPR Claim"), then the Service Provider indemnifies National

Highways against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.

- 14.7 If an IPR Claim is made or anticipated, the Service Provider must at its own option and expense, either:
- 14.7.1 obtain for National Highways the rights in clause 14.1 without infringing any third-party intellectual property rights; and
 - 14.7.2 replace or modify the relevant item with substitutes that do not infringe intellectual property rights without adversely affecting the functionality or performance of the Services.
- 14.8 If the Service Provider is not able to resolve the IPR Claim to National Highways' reasonable satisfaction within a reasonable time, National Highways may give written notice that it terminates the agreement from the date set out in the notice, or where no date is given in the notice, the date of the notice. On termination, the consequences of termination in clause 19 shall apply.
- 14.9 The Service Provider shall not use in the performance of the Services any Third Party IPR unless:
- 14.9.1 National Highways gives its approval to do so; and
 - 14.9.2 one of the following conditions applies:
 - 14.9.2.1 the owner or an authorised licensor of the relevant Third Party IPR has granted National Highways a direct licence that provides National Highways with the rights in clause 14.1; or
 - 14.9.2.2 if the Service Provider cannot, after commercially reasonable endeavours, obtain for National Highways a direct licence to the Third Party IPR as set out in clause 14.9.2.1:
 - (a) the Service Provider provides National Highways with details of the licence terms it can obtain and the identity of those licensors;
 - (b) National Highways agrees to those licence terms; and
 - (c) the owner or authorised licensor of the Third Party IPR grants a direct licence to National Highways on those terms; or
 - 14.9.2.3 National Highways approves in writing, with reference to the acts authorised and the specific intellectual property rights involved.
- 14.10 In spite of any other provisions of this agreement and for the avoidance of doubt, award of this agreement by National Highways and the ordering of any Services, does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Sections 240 – 243 of the Copyright, Designs and Patents Act 1988.
- 14.11 Not used

15 **RECORD-KEEPING AND THE OFF PAYROLL WORKING REGIME**

- 15.1 The Service Provider shall keep until six years after expiry or termination of this agreement full and accurate records in relation to the Services, including records to substantiate its invoices, documents and information obtained or prepared by the

Service Provider or any sub-contractor (at any remoteness from the Service Provider) in connection with this agreement. The Service Provider shall give and shall procure its sub-contractors (at any remoteness from the Service Provider) shall give, National Highways or its representatives access to those records as National Highways may reasonably request.

- 15.2 The Service Provider shall permit National Highways and the Comptroller and Auditor General to examine documents held or controlled by the Service Provider or any sub-contractor (at any remoteness from the Service Provider).
- 15.3 The Service Provider shall provide such oral or written explanations as National Highways or the Comptroller and Auditor General considers necessary.
- 15.4 This clause 15 shall not constitute a requirement or agreement for the purposes of section 6(3)(d) of the National Audit Act 1983 for the examination, certification or inspection of the accounts of the Service Provider.
- 15.5 Where the Service Provider is supplying the services of an individual or group of individuals to National Highways then for the purposes of Chapter 10 of Part 2 of Income Tax (Earnings and Pensions) Act 2003 (the off-payroll working regime) the Service Provider will take all reasonable steps to prevent that individual or those individuals being classified as employees of National Highways.
- 15.6 Without prejudice to the generality of clause 15.5 in its employment contract with the individual or individuals assigned to National Highways the Service Provider will provide for those individuals to be capable of substitution by other individuals, include a right for them to work for other clients and confirm that the Service Provider (as opposed to National Highways) is responsible for any disciplinary process involving the individuals and for conducting their annual staff appraisals.
- 15.7 For the avoidance of doubt there is no intention for this agreement to operate so as to create a relationship of employer and employee between National Highways and the individual or individuals assigned by the Service Provider to provide the Services.

16 **ANTI-SLAVERY AND HUMAN TRAFFICKING**

- 16.1 In performing its obligations under this agreement, the Service Provider shall:
 - 16.1.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and public policy notifications from time to time in force (**Anti-Slavery Laws**) including but not limited to the Modern Slavery Act 2015;
 - 16.1.2 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out in England and Wales;
 - 16.1.3 comply with National Highways' Anti-Slavery Policy;
 - 16.1.4 include in contracts with its sub-contractors anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 16;
 - 16.1.5 notify National Highways as soon as it becomes aware of any actual or suspected breach of clause 16.1.1 or clause 16.1.2; and
 - 16.1.6 maintain a complete set of records to trace the supply chain of all goods and services provided to National Highways in connection with this agreement; and permit National Highways and its third-party representatives to inspect the Service Provider's premises, records, and

to meet the Service Provider's personnel to audit the Service Provider's compliance with its obligations under this clause 16.

- 16.2 The Service Provider represents and warrants that it has not been convicted of any offence involving slavery and human trafficking or been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.

17 PREVENTION OF BRIBERY

- 17.1 The Service Provider represents and warrants that neither it, nor any Service Provider Personnel:

- 17.1.1 has committed a Prohibited Act;
- 17.1.2 to the best of its knowledge has been or is subject to an investigation, inquiry or enforcement proceedings by a governmental, administrative or regulatory body regarding any Prohibited Act or alleged Prohibited Act; or
- 17.1.3 has been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

- 17.2 The Service Provider shall promptly notify the National Highways if, at any time during the Term, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in clause 17.1 at the relevant time.

- 17.3 The Supplier shall (and shall procure that its Service Provider Personnel shall) during the Term:

- 17.3.1 not commit a Prohibited Act;
- 17.3.2 comply with the National Highways' Anti-bribery and Anti-Corruption Policy as updated from time to time and set out in **Error! Reference source not found.**;
- 17.3.3 notify the National Highways (in writing) if it becomes aware of any breach of clause 17.3.1 or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage in connection with performance of this agreement.

- 17.4 The Service Provider shall maintain appropriate and up to date records showing all payments made by the Service Provider in connection with this agreement and the steps taken to comply with its obligations under clause 17.3.

- 17.5 If the Service Provider is in default under this clause 167 the National Highways may by notice:

- 17.5.1 require the Service Provider to remove from performance of this agreement any Service Provider Personnel whose acts or omissions have caused the default; or
- 17.5.2 immediately terminate this agreement.

- 17.6 Any notice served by the National Highways under clause 17.5 shall specify the nature of the Prohibited Act, the identity of the Party who the National Highways believes has committed the Prohibited Act and the action that the National

Highways has elected to take (including, where relevant, the date on which this agreement shall terminate).

18 RIGHTS TO TERMINATE

18.1 National Highways may terminate the Service Provider's obligation to provide the Services by notice in writing with immediate effect if:

- 18.1.1 the Service Provider fails to comply with any obligation under this agreement and (if capable of remedy) has not remedied the failure within 14 days of written notice from National Highways requiring it to do so;
- 18.1.2 the Service Provider or its Staff commit a Prohibited Act;
- 18.1.3 the Service Provider suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;
- 18.1.4 the Service Provider commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors;
- 18.1.5 the Service Provider applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- 18.1.6 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Service Provider (being a company, limited liability partnership or partnership);
- 18.1.7 an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the Service Provider (being a company, partnership or limited liability partnership);
- 18.1.8 the holder of a qualifying floating charge over the assets of that Service Provider (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- 18.1.9 a person becomes entitled to appoint a receiver over all or any of the assets of the Service Provider or a receiver is appointed over all or any of the assets of the Service Provider; or
- 18.1.10 the Service Provider's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy.

18.2 National Highways may give the Service Provider written notice of its intention to terminate if it considers that a termination ground listed in section 78(2) of the Act 2023 applies. A notice of an intention to terminate under this clause 18 must:

- 18.2.1 set out which termination ground National Highways considers applies pursuant to section 78(2) of the Act together with National Highways' reasons for deciding to terminate on this basis;
- 18.2.2 invite the Service Provider to make representations to National Highways about the existence of the termination ground and National Highways' decision to terminate;
- 18.2.3 specify the means by which, and the time by which, such representations must be made; and

- 18.2.4 insofar as it states National Highways' intention to terminate by reference to the status of a sub-contractor under section 78(2)(b) or (c) of the Act, specify a time by which the Service Provider may terminate the Subcontract and, if necessary, appoint an alternative Subcontractor.]
- 18.3 On expiry of the time for the Service Provider to make representations under clause 18.2.3, if, after considering any representations, National Highways is satisfied that the termination ground applies, it may terminate the agreement with immediate effect by giving final written notice to the Service Provider.
- 19 EFFECT OF EXPIRY AND TERMINATION**
- 19.1 On termination of this agreement National Highways shall pay to the Service Provider all amounts due and payable but unpaid at the date of termination.
- 19.2 Where National Highways terminates pursuant to clause 18.1, the Service Provider shall pay to National Highways the amount of any losses incurred by National Highways as a result of the termination.
- 19.3 On expiry or termination of this agreement, the Service Provider shall:
- 19.3.1 deliver to National Highways any completed and uncompleted work product from the Services; and
- 19.3.2 return to National Highways any property of National Highways.
- 19.4 Termination of this agreement shall not affect any rights or liabilities of either Party that have accrued at the time of expiry or termination.
- 20 ASSIGNMENT**
- 20.1 The Service Provider may not assign any rights or sub-contract any of its obligations under this agreement without the written consent of National Highways.
- 21 FORCE MAJEURE**
- 21.1 Neither Party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 21.2 Each Party acknowledges that in entering into this agreement it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 22 NOTICES**
- 22.1 Any notice to be given under this agreement shall be in writing and may be served by personal delivery, first class recorded delivery post or, subject to clause 22.3, e-mail to the address of the other Party's Representative set out in Schedule 3, or such other address as either Party may from time to time notify to the other Party.
- 22.2 Notices shall be deemed served on the day of delivery if personal delivery takes place before 5.00pm on a working day. Otherwise delivery shall be deemed to occur on the next working day. Notices served by first class recorded delivery post

shall be deemed to be received on the second working day after being posted. An email shall be deemed delivered when sent unless an error message is received.

- 22.3 Notices under clause 2 (Commencement and Duration) or a mediation notice under clause 23.4 may only be served by email if the original notice is then sent to the recipient by personal delivery or first class recorded delivery post in accordance with clause 22.1.

23 DISPUTE RESOLUTION

- 23.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (a "Dispute"), then the Parties shall follow the procedure set out in this clause 23.
- 23.2 Either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars (a "Dispute Notice"), together with relevant supporting documents. On service of the Dispute Notice, the Parties' Representatives shall attempt in good faith to resolve the Dispute.
- 23.3 If the Parties' Representatives are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the General Counsel of National Highways and the Chief Executive Officer (or equivalent) of the Service Provider who shall attempt in good faith to resolve it.
- 23.4 If the General Counsel of National Highways and the Chief Executive Officer (or equivalent) of the Service Provider are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the Parties agree to enter into mediation in good faith to settle the Dispute in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure current at the time of referral to mediation (or such other appropriate dispute resolution model as is agreed by the Parties). Unless otherwise agreed between the Parties within 7 days of the Dispute being referred for mediation, the mediator shall be nominated by CEDR. To initiate the mediation, a Party must serve notice in writing (a "mediation notice") on the other Party, referring the dispute to mediation. A copy of the mediation notice should be sent to CEDR. Unless otherwise agreed between the Parties, the mediation will start not later than 14 days after the date of the mediation notice.
- 23.5 Neither Party may commence any court proceedings under clause 31.2 in relation to the whole or part of the Dispute until 30 days after service of the mediation notice, provided that the right to issue proceedings is not prejudiced by a delay.

24 WAIVER

- 24.1 No failure or delay by a Party to exercise any right or remedy under this agreement or by law constitutes a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

25 VARIATION

- 25.1 No variation of this agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

26 ENTIRE AGREEMENT

- 26.1 This agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances,

warranties, representations and understandings between them, whether written or oral, relating to its subject-matter.

27 SEVERANCE

- 27.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 27.1 shall not affect the validity and enforceability of the rest of this agreement.

28 THIRD PARTY RIGHTS

- 28.1 Unless expressly stated, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

29 PUBLICATION OF THIS CONTRACT

- 29.1 The Service Provider acknowledges that National Highways is obliged to publish information relating to this agreement in accordance with transparency-related guidance and principles published by the United Kingdom government including:
- 29.1.1 a contract details notice as required by section 53(1) of the Act (or, where the value of this contract is below the relevant threshold amount, section 87 of the Act) containing the information specified by regulations 32-35 of the Regulations; and
 - 29.1.2 where this contract is worth more than £5 million a copy of the contract as required by section 53(3) of the Act

except to the extent that any information in it is exempt from disclosure pursuant to the FOIA or the EIRs. National Highways shall consult with the Service Provider before deciding whether information is exempt, but the Service Provider acknowledges and accepts that National Highways has the final decision.

30 COUNTERPARTS

- 30.1 This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original of this agreement, but all the counterparts shall together constitute the one agreement.
- 30.2 Transmission of an executed signature page of a counterpart of this agreement by email (in PDF, JPEG or other agreed format) takes effect as the transmission of an executed "wet-ink" counterpart of this agreement. If this method of transmission is adopted, without prejudice to the validity of the agreement thus made, each Party shall on request provide the other with the "wet ink" hard copy original of their counterpart.

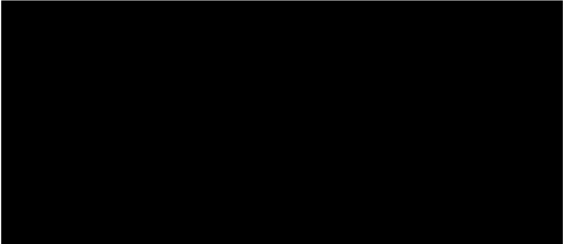
31 GOVERNING LAW AND JURISDICTION

- 31.1 This agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject-matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.
- 31.2 Subject to clause 23 each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-

contractual disputes or claims) arising out of or in connection with this agreement or its subject-matter or formation.

This agreement has been entered on the date stated at the beginning of it.

For and on behalf of **NATIONAL
HIGHWAYS LIMITED:**



.....

(authorised signatory)



.....

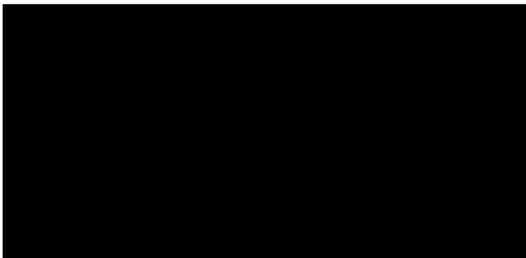
(print name)

Procurement Manager

.....

(job title)

For and on behalf of **RACE TECHNOLOGY
LIMITED:**



.....

(authorised signatory)



.....

(print name)

DIRECTOR

.....

(job title)

Information on this page has been redacted that could identify other living individuals in accordance with National Highways' obligation under data protection legislation including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018

SCHEDULE 1
THE SERVICES

Please refer to the Scope Document

SCHEDULE 2

THE CHARGES AND INVOICING

Rates to be paid for this service contract are contained within the Commercial Workbook

Monthly Invoices must be submitted electronically to Invoices@nationalhighways.co.uk

1. Invoices must quote a valid purchase order number, receipt number and a description of the work related to the claim. Where appropriate, the invoice should record the number of days or hours work covered by the invoice and details of any authorised expenses.
2. Invoices must be submitted to the email address above and be in PDF format (except where noted in point 4).
3. If you scan the original invoice/credit note, please ensure these scanned images are in black and white, in TIFF format and ideally scanned at 600 DPI, although a minimum of 300 DPI can also be used.
4. Be aware that any text in the body of your email, or attachments submitted in file formats other than those listed above will not be read by anyone.

Contact details for invoice queries:

Email: FSPaymentQueries@nationalhighways.co.uk

Telephone: 0300 470 3002.

SCHEDULE 3

PARTIES' REPRESENTATIVES

For the purposes of this agreement: -

National Highways shall be represented by:

[REDACTED]

Three Snow Hill, Snow Hill Queensway, Birmingham B4 6GA

[REDACTED]

[REDACTED]

or such person as National Highways shall notify the Service Provider at any time in writing

and

the Service Provider shall be represented by:

[REDACTED]

16 King Street, Eastwood, Nottingham, NG16 3DA

[REDACTED]

[REDACTED]

or such person as the Service Provider shall notify National Highways at any time in writing.

Information on this page has been redacted that could identify other living individuals in accordance with National Highways' obligation under data protection legislation including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018

SCHEDULE 4

NATIONAL HIGHWAYS' ANTI-SLAVERY POLICY

Link to National Highways [Anti-slavery and human trafficking statement](#)

SCHEDULE 5

DATA PROCESSING

1. DEFINITIONS

- 1.1 In this Schedule 5 the following definitions apply
 - 1.1.1 Applicable Laws: means:
 - 1.1.1.1 to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom.
 - 1.1.1.2 to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Service Provider is subject.
 - 1.1.2 Applicable Data Protection Laws: means:
 - 1.1.2.1 to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.
 - 1.1.2.2 to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Service Provider is subject, which relates to the protection of personal data.
 - 1.1.3 Client Personal Data: any personal data which the Service Provider processes in connection with this agreement, in the capacity of a processor on behalf of National Highways.
 - 1.1.4 EU GDPR: the General Data Protection Regulation ((EU) 2016/679).
 - 1.1.5 Service Provider Personal Data: any personal data which the Service Provider processes in connection with this agreement, in the capacity of a controller.
 - 1.1.6 UK GDPR: has the meaning given to it in the Data Protection Act 2018.

2. DATA PROTECTION

- 2.1 For the purposes of this Schedule 5 the terms Commissioner, controller, data subject, personal data, personal data breach, processor and processing, shall have the meaning given to them in the UK GDPR, and supervisory authority shall have the meaning given to it in the EU GDPR.
- 2.2 Both parties will comply with clause 8.1 of this agreement. Neither that clause nor this Schedule 5 relieves, removes or replaces, a Party's obligations or rights under Applicable Data Protection Laws.
- 2.3 The parties have determined that, for the purposes of Applicable Data Protection Laws:
 - 2.3.1 the Service Provider shall process the personal data set out in Part 2 of Annex 1 of this Schedule 5 as a processor on behalf of National Highways in respect of the processing activities set out in Annex 2 of this Schedule 5; and

2.3.3 Should the determination in clause 2.3 change, then each Party shall work together in good faith to make any changes which are necessary to this clause 2 of this Schedule 5 and/or the Annexes.

2.5 Service Provider's privacy policy

Without prejudice to the generality of clause 2.2:

- 2.5.1 the Service Provider shall process all Service Provider Personal Data strictly in accordance with its privacy policy in the form it appears at Annex 5 ("Service Provider Privacy Policy");
- 2.5.2 the Service Provider shall not amend the Service Provider Privacy Policy without National Highways' prior written consent;
- 2.5.3 the Service Provider shall promptly comply with all reasonable instructions of National Highways in connection with the Service Provider Privacy Policy, and any amendments, shall promptly provide copies of the same to National Highways on request in a commonly available electronic format, and hereby consents to National Highways making the Service Provider Privacy Policy available to any applicable data subjects;
- 2.5.4 the Service Provider hereby undertakes, warrants and represents that the Service Provider Privacy Policy, and any amendments, will at all times comply with Applicable Data Protection Laws and that it will not make any amendments to the Service Provider Privacy Policy where this would be in contravention of Applicable Data Protection Laws;
- 2.5.5 as between the parties, the Service Provider is solely responsible for ensuring that the processing of Service Provider Personal Data complies with Applicable Laws, including Applicable Data Protection Laws, and in particular, that all required fair processing information is provided to the relevant data subjects; and
- 2.5.6 in the event of any inconsistency or conflict between the terms of the Service Provider Privacy Policy and this agreement, this agreement will take precedence.

2.6 Client privacy policy

- 2.6.1 The Service Provider shall promptly comply with any reasonable instructions received from National Highways to display or otherwise make available National Highways' then-current version of its privacy policy via the goods or services provided by the Service Provider. Such instructions may include implementing a reasonable process to certify that the data subject has acknowledged its terms.
- 2.7 In relation to National Highways Personal Data, Annex 2 sets out the scope, nature and purpose of processing by the Service Provider, the duration of the processing and the types of personal data and categories of data subject.
- 2.8 Without prejudice to the generality of clause 1.2 the Service Provider shall, in relation to Client Personal Data:
 - 2.8.1 process that Client Personal Data only on the documented instructions of National Highways unless the Service Provider is required by Applicable Laws to otherwise process that Client Personal Data. Where the Service Provider is relying on Applicable Laws as the basis for processing Client Processor Data, the Service

Provider shall promptly notify National Highways of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Provider from so notifying National Highways on important grounds of public interest. The Service Provider shall immediately inform National Highways if, in the opinion of the Service Provider, the instructions of National Highways infringe Applicable Data Protection Legislation;

- 2.8.2 implement appropriate technical and organisational measures as described in Annex 3 to protect against unauthorised or unlawful processing of Client Personal Data and against its accidental loss, damage or destruction, including inter alia as appropriate:
 - 2.8.2.1 the pseudonymisation and encryption of Client Personal Data;
 - 2.8.2.2 the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - 2.8.2.3 the ability to restore the availability and access to Client Personal Data in a timely manner in the event of a physical or technical incident; and
 - 2.8.2.4 a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
- 2.8.3 In assessing the appropriate level of security the Service Provider shall take into account in particular of the risks that are presented by the processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Client Personal Data transmitted, stored or otherwise processed.
- 2.8.4 ensure, and procure, that any personnel engaged and authorised by the Service Provider to process Client Personal Data keep National Highways Personal Data confidential;
- 2.8.5 promptly assist National Highways in responding to any request from a data subject and in ensuring compliance with National Highways' obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with the Commissioner, supervisory authorities or other regulators and, in particular, the Service Provider shall promptly notify National Highways if it receives any complaint, notice or communication (whether from the Commissioner, any data subject, supervisory authority or other third party) which relates to processing of Client Personal Data;
- 2.8.6 notify National Highways without undue delay (and no later than one working day after becoming aware of a personal data breach and on suspecting the same, the Service Provider shall promptly conduct an initial assessment to determine, with a reasonable degree of certainty, whether the event or incident qualifies for notification to National Highways under this clause 2.8.6 and shall provide a copy of this initial assessment along with such notification;
- 2.8.7 at the written direction of National Highways, delete or return to National Highways all Client Personal Data on termination or expiry of the agreement, and certify to National Highways in writing it has done so, unless the Service Provider is required by Applicable Law to continue to process that Client Personal Data, in which case the Service Provider shall promptly notify National Highways, in writing, of what that Applicable Law is and shall only be permitted to process that Client Personal Data for the specific purpose so-notified, and all other requirements set out in this Schedule 5 shall continue to apply to such Client Personal Data notwithstanding the termination

or expiry of this agreement for as long as such Client Personal Data is processed by the Service Provider. For the purposes of this clause 2.8.7 the obligation to "delete" data includes the obligation to delete data from back-up systems as well as live systems; and

- 2.8.8 maintain adequate records, and, on National Highways' request, make available such information as National Highways may reasonably request, and allow for and submit its premises and operations to audits, including inspections, by National Highways or National Highways' designated auditor, to demonstrate its compliance with Applicable Data Protection Laws and this Schedule 5.
- 2.9 The Service Provider shall not, without the prior written consent of National Highways (and in any event subject to the Service Provider providing National Highways with reasonable evidence that such activity is being undertaken in full compliance with Applicable Data Protection Laws):
 - 2.9.1 appoint or replace (or change the terms of the appointment of) any other processor in relation to Client Personal Data or transfer any Client Personal Data to the same; or
 - 2.9.2 carry out, via itself or via any other processor, any processing of Client Personal Data, or transfer any Client Personal Data, outside of the UK, including processing Client Personal Data on equipment situated outside of the UK.
- 2.10 Either Party may, at any time on not less than 30 days' notice, revise this Schedule 5 with any applicable standard clauses approved by the EU Commission or the UK Information Commissioner's Office or forming part of an applicable certification scheme or code of conduct (Amended Terms). Such Amended Terms shall apply when replaced by attachment to this agreement, but only in respect of such matters which are within the scope of the Amended Terms.
- 2.11 To the extent the parties act as joint controllers in respect of personal data pursuant to this agreement, the parties have agreed to allocate responsibility for each of their controller obligations under Applicable Data Protection Laws in accordance with Annex 4.
- 2.12 The Service Provider hereby indemnifies, and shall keep indemnified, National Highways from and against any and all costs, damages and expenses of any kind arising from any claim or demand brought by any person, data subject, Commissioner or supervisory authority as a result of any breach or alleged breach by Service Provider of any Applicable Data Protection Law or its obligations under this Schedule 5. This indemnity shall not be subject to any limits or exclusions of liability that may otherwise apply, or be imposed, under this agreement]
- 2.13 Nothing in this Schedule 5 shall operate to limit or exclude the Service Provider's liability for:
 - 2.14.1 any of its direct statutory obligations under Applicable Data Protection Laws; or
 - 2.14.2 any liability imposed under Article 82 of the EU GDPR or Article 82 of the UK GDPR.

Annexes to Schedule 5

Annex 1 - Role of the Parties

National Highways will act as data-controller.

The Service Provider will act as data-processor.

Annex 2 Particulars of the processing

2.1 [Subject matter of the processing]

The processing relates to the delivery and operation of the prototype Emergency Traffic Management Incursion Warning Radar System (ETMRS) and wearable device provided by the Service Provider to National Highways. This includes activities necessary to support the system's development, testing, and management for the safety of National Highways staff operating on the Strategic Road Network (SRN).

2.2 [Description of the type of processing]

The Service Provider will collect data as applicable to complete system development and testing of an existing prototype so that an eventual 'final pre-production' incursion alarm system can be developed and manufactured. All data required to fulfil this obligation is to be securely held and stored by the Service Provider for duration of the contract, accessible at any time by the client. Data may be shared at the sole discretion of the client.

2.3 [Purpose of processing]

The purpose of the processing is to enable the Service Provider to deliver, operate, and evaluate the ETMRS on behalf of National Highways. Specifically, the data is processed to support the development and functionality of wearable and radar safety system, facilitate effective safety monitoring of employees during field operations and live testing, ensure compliance with safety, performance, and data protection requirements, and manage operational records, project reporting, and system improvement activities.

2.4 [Duration of the processing]

To commence from the date of this agreement until 31 March 2026.

2.5 [Periods for which the services are being provided].

To commence from the date of this agreement until 31 March 2026.

2.6 [Types of Personal Data]

National Highways Personal data held and stored includes Name & business address, phone number and email address.

2.7. [Categories of Data Subject]

Employees of National Highways.

Annex 3 Technical and organisational measures

The Service Provider implements technical and organisational controls to ensure the confidentiality, integrity, and availability of all personal data processed under this contract.

These include:

- Access Control: Personal data is accessible only to authorised personnel on a need-to-know basis. All access is secured using strong authentication, password policies, and audit logging.
- Data Encryption: All data is encrypted both in transit and at rest, using industry-standard cryptographic protocols.
- Network and System Security: Firewalls, intrusion detection/prevention systems, and malware protection are maintained to safeguard all systems processing National Highways data.
- Data Backup and Recovery: Regular data backups are performed and stored in secure, off-site UK-based facilities to ensure data recovery and business continuity.
- All processing and data storage take place within the UK.

Annex 4 Allocation of responsibilities

NOT USED

Annex 5 Service Provider Privacy Policy

NOT USED

Information on this page is considered to be a trade secret and has been redacted in accordance with National Highways' obligation under Section 94(2)(b) of the Procurement Act 2023

SCHEDULE 6

EXISTING IPRS AND NEW IPRS

Existing IPRs -

Proprietary IP 'Background IP' owned by Race Technology Limited

Name of Existing IPR	Details

New IPRs

Foreground IP developed during the project specifically for TO application owned by National Highways.

Name of New IPR	Details

Schedule 7

National Highways' Anti-bribery and Anti-Corruption Policy

Please refer to Request for Quotation (RfQ) Document