

# **NETWORK RAIL NR13C**

## **Framework Agreement – Works**

**for**

**(Insert Title)**

**Agreement No. (Insert)**

## Framework Agreement – Works

**This Agreement is dated**

**Between:**

- (1) **Network Rail Infrastructure Limited** a company registered in England and Wales (registered number 02904587) whose registered office is at Waterloo General Office, London, SE1 8SW ("**Network Rail**"); and
- (2) [**CONTRACTOR**] a [company registered in ..... (registered number .....)] whose registered office is at [insert] ("**the Contractor**").

**Background:**

- (A) The Contractor is an experienced contractor.
- (B) Network Rail requires [description of works] to be undertaken from time to time [in connection with any particular project and in any particular geographical areas] ("Works").
- (C) The parties wish to agree upon the terms and conditions of a framework agreement governing the basis upon which Network Rail may commission Works to be undertaken and the terms and conditions and rates and prices which will apply to each commission.

**In consideration of £1 paid by Network Rail to the Contractor (receipt of which the Contractor acknowledges), it is agreed that:**

### **1. Commission Procedure**

- 1.1 Whenever Network Rail wishes the Contractor to provide any Works it shall commence the Commission Procedure for those Works in accordance with the procedure detailed in Schedule 1 of this Framework Agreement ("Commission Procedure").
- 1.2 A contract shall only be formed between Network Rail and the Contractor in respect of the Works when a Commission Contract has been entered into by the parties at the conclusion of the Commission Procedure ("Commission Contract").
- 1.3 Each Commission Contract shall incorporate:
  - 1.3.1 the terms and conditions identified by Network Rail as part of the Commission Procedure which are set out in Schedule 3 of this Framework Agreement; and
  - 1.3.2 prices established in accordance with the rates and prices set out in Schedule 2 of this Framework Agreement.
- 1.4 This Framework Agreement shall not oblige Network Rail to enter into a Commission Contract with the Contractor or commence a Commission Procedure and Network Rail reserves the right to negotiate or award a contract for the same or similar works to any other contractor in any geographical area.

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- 1.5 The parties shall not be liable for any statement, representation, promise, inducement or understanding made in respect of a proposed Commission Contract unless expressly contained or incorporated in the Commission Contract.

## **2. Term, Extension and Termination**

- 2.1 This Framework Agreement shall become effective on [insert] ("Commencement Date").
- 2.2 This Framework Agreement shall (subject to earlier termination or extension pursuant to the terms of this Framework Agreement) be effective for [insert] year[s] from the Commencement Date.
- 2.3 Network Rail may extend the term of this Framework Agreement for up to [insert period] subject to giving the Contractor not less than [insert] [month[s]][s'] prior written notice.
- 2.4 Network Rail may terminate this Framework Agreement for any reason at any time subject to giving the Contractor not less than [insert] [days][month[s]][s'] written notice.
- 2.5 Termination or expiry of this Framework Agreement shall not affect the engagement of the Contractor under any Commission Contract and the termination of a Commission Contract shall be governed by the terms of that Commission Contract.

## **3. Entire Agreement**

- 3.1 This Framework Agreement shall constitute the entire agreement between the parties in respect of the type of work covered by this Framework Agreement and shall supersede and take the place of all documents which may be in existence at the date of this Framework Agreement and all statements, representations and warranties which may have been made by or on behalf of the parties relating to such services.

## **4. Governing Law**

- 4.1 This Framework Agreement shall be governed by and construed in accordance with the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction in relation to it.

## **5. Third Party Rights**

- 5.1 A person who is not a party to this Framework Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of it.

## **6. Assignment**

- 6.1 Network Rail shall not assign charge or transfer this Framework Agreement or any of its rights under it without the prior written consent of the Contractor (such consent not to be unreasonably withheld or delayed), provided that the Contractor's consent shall not be required where it is between Network Rail and its direct or indirect holding companies and its direct or indirect subsidiaries (within the meaning of s1159 Companies Act 2006).
- 6.2 The Contractor shall not assign charge or transfer this Framework Agreement or any of its rights under it without the prior written consent of Network Rail (such consent not to be unreasonably withheld or delayed).

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## 7. Compliance

### General

- 7.1 The Contractor shall comply with all applicable anti-bribery, anti-corruption and anti-slavery legislation including, without limitation, the Bribery Act 2010 and Modern Slavery Act 2015.
- 7.2 The Contractor shall comply with Network Rail's Code of Business Ethics and Code of Conduct, corporate hospitality, conflicts of interests and speak out (whistleblowing) policies and any updates thereof.

### Bribery Act Compliance

- 7.3 The Contractor shall maintain and enforce its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with all applicable anti-bribery and anti-corruption legislation. Adequate procedures shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of the Act).
- 7.4 The Contractor shall use reasonable endeavours to ensure that all persons associated with the Contractor (as defined by section 8 of the Bribery Act 2010) including any subcontractors and suppliers comply with this clause.

### Modern Slavery Act Requirements

- 7.5 The Contractor shall implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.
- 7.6 The Contractor shall use reasonable endeavours not to purchase any raw materials, resources or products from any country that has been sourced from producers or manufacturers using forced labour in its operations or practice.

### Remedies

- 7.7 Any breach of this clause shall be deemed a material breach under this Framework Agreement.

## 8. Freedom of Information

- 8.1 The Contractor acknowledges that:
  - 8.1.1 Network Rail may be required, under the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004 (collectively, the **Information Acts**), to disclose information relating to the subject matter of this Framework Agreement; and
  - 8.1.2 notwithstanding any other provision in this Framework Agreement, Network Rail shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the Information Acts.
- 8.2 The Contractor shall provide all necessary assistance and cooperation as reasonably requested by Network Rail to enable it to comply with its obligations under the Information Acts.

## 9. Confidentiality

The parties agree to keep all documents supplied to them or which are created in connection with this Framework Agreement and all other matters arising or coming to its attention in connection with the provision of the Works confidential and not at any time for any reason whatsoever to disclose them or permit them to be disclosed to any third party except as permitted by this Framework Agreement.

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**IN WITNESS** whereof this Framework Agreement has been executed by the parties hereto the day and year first before written.

***For agreements executed using the DocuSign electronic signature process, the digital certification for the signatures of both Parties and date of execution can be found at the end of the contract documentation.***

**EXECUTED AS A DEED by NETWORK RAIL INFRASTRUCTURE LIMITED**

acting by its attorney.....

in exercise of a power of attorney dated ..... in the presence of:

Signature of witness .....

Name of witness .....

Address of witness .....

I confirm that I was physically present when ..... signed this deed

..... [signature of witness]

OR

**SIGNED for and on behalf of NETWORK RAIL INFRASTRUCTURE LIMITED**

by:

Authorised signatory .....

Printed Name:.....

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**THE COMMON SEAL** of

was affixed to this DEED in the presence of  
the following persons, who have signed this DEED  
for and on behalf in the capacities hereinafter stated:

Director .....

Printed Name:.....

Director/Company Secretary .....

Printed Name:.....

OR

**SIGNED as a DEED** for and on behalf of

By

Director .....

Printed Name:.....

Director/Company Secretary .....

Printed Name:.....

OR

**SIGNED** for and on behalf of

By

Authorised signatory.....

Printed Name:.....

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## **Schedule 1 – Commission Procedure**

Insert details regarding the commissioning procedure.

## **Schedule 2 - Pricing Document**

Insert details regarding the applicable rates, prices, and any pricing mechanisms and price reviews.

## **Schedule 3 – Post Tender Amendments, Appendix, Contract Specific Conditions, Terms and Conditions, HSEA Requirements, Preliminaries, etc.**

Insert details regarding all of the above.