

Framework Commission Agreement – Works

This Agreement is dated

Between:

- (1) **Network Rail Infrastructure Limited** a company registered in England and Wales (registered number 2904587) whose registered office is at Kings Place, 90 York Way, London, N1 9AG ("Network Rail"); and
- (2) [CONTRACTOR] a [company registered in (registered number)] whose registered office is at [insert] ("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.

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.
- 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.

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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. Limitation of Liability

- 3.1 Without prejudice to the parties' rights under a Commission Contract, Network Rail shall not be liable to the Contractor for any losses of whatever nature whether direct, indirect or consequential arising out of or in connection with this Framework Agreement, in particular (without limitation) the termination of this Framework Agreement or the failure by Network Rail to issue a Commission Contract or commence a Commission Procedure.

4. Entire Agreement

- 4.1 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.

5. Set Off

- 5.1 Notwithstanding anything else to the contrary in any Commission Contract, Network Rail may deduct any sum due to Network Rail from any sum due to the Contractor under any Commission Contract.

6. Governing Law

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

7. Third Party Rights

- 7.1 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.

8. Assignment

- 8.1 Neither party shall be entitled to assign this Framework Agreement or any of their rights or obligations under it without the prior written consent of the other.

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9. Anti-Bribery Requirements

- 9.1 The Contractor shall comply with all applicable anti-bribery and anti-corruption legislation including, without limitation, the Bribery Act 2010 and any applicable European Union Directives. The Contractor shall also comply with Network Rail's codes and policies on business ethics, interests in transactions and corporate hospitality, and any updates thereof. Any breach of this clause shall be deemed a material breach under this Framework Agreement. (Note: These codes and policies are available on line at: <http://www.networkrail.co.uk/asp/12859.aspx>)
- 9.2 Throughout the term of this Framework Agreement 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 and European Union Directives. 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).
- 9.3 The Contractor shall use all 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 clause 9.1 and 9.2 above.

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

EXECUTED AS A DEED by)
NETWORK RAIL INFRASTRUCTURE LIMITED)
acting by:)
)

Director:.....

Director/Secretary.....

Authorised Signatory as approved by a resolution of the board of Network Rail Infrastructure Limited on 16th May 2007

EXECUTED AS A DEED by)
[CONTRACTOR])
Acting by)

Director

Director/Company Secretary

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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, HSQE Requirements, Preliminaries, etc.

Insert details regarding all of the above.