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CALL-OFF CONTRACT FOR PROVISION OF CONSULTANCY SERVICES PURSUANT TO THE SOUTH EAST WALES TECHNICAL AND PROFESSIONAL SERVICES (SEWTAPS) FRAMEWORK AGREEMENT

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THIS CALL-OFF CONTRACT IS DATED THE CONTRACT DATE STATED IN THE CALL-OFF PARTICULARS

BETWEEN

(1) The party named as "Customer" in the Call-Off Contract Particulars (the **"Customer"**); and

(2) The party named as "Contractor" in the Call-Off Contract Particulars (the **"Contractor"**).

RECITALS

(A) The Framework Call-Off Contract establishes a framework arrangement for the provision of Technical and Professional services to Potential Customers.

(B) The Customer is a Potential Customer. The Contractor is a Framework Contractor.

(C) The Customer is undertaking the Project.

(D) The Customer has, pursuant to the terms of the Framework Call-Off Contract, decided to award this Call-Off Contract to the Contractor and therefore has agreed to engage the Contractor to provide certain consultancy services in connection with the Project and the Contractor has agreed to accept such engagement on the terms and conditions hereinafter contained.

IT IS HEREBY AGREED AS FOLLOWS:-

1.1 The Customer and the Contractor hereby agree and declare that this form of Call-Off Contract and the Schedules listed below shall constitute the entire Call-Off Contract between the Customer and the Contractor.

1.2 The Schedules are:

1.2.1 Call-Off Contract Particulars (0) and the documents referred to or annexed to the Call-Off Contract Particulars (0);

1.2.2 Conditions of Call-Off Contract (Schedule 2) ; and

1.3 In the event of and only to the extent of any conflict between the Call-Off Contract Documents the conflict shall be resolved in the following order of precedence:

1.3.1 Conditions of Call-Off Contract (Schedule 2); and

1.3.2 Call-Off Contract Particulars (0).

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The Customer and the Contractor hereby agree and declare that this form of Call-Off Contract Particulars and the Call-Off Terms and Conditions below shall constitute the entire Call-Off Contract between the Customer and the Contractor.

This Call-Off Contract has been entered into on the date stated at the beginning of it:

Signed on the behalf of the Customer :

Redacted - Personal Data

Print name :

Position : HEAD OF CAPITAL PROJECTS

Date : 22 June 2026

NOTE : Where the Contractor is a limited company the Call-Off Contract should be signed by either (a) one director whose signature is witnessed (b) two directors or a director and company secretary. Both options are include below but only one should be used.

Signed on the behalf of the Contractor :

Redacted - Personal Data

Print name :

Position : Director Ove Arup and Partners Limited

Date : 30 June 2026

In the presence of :

Redacted - Personal Data

Name :

Address : Ove Arup & Partner[redacted]

Occupation : [redacted]

Civil Engineer Arup

Redacted - Personal Data
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Call-Off Contract Particulars

1	**Project details**	
1.1	**Project name**	M4 around Newport Options for Further Action
1.2	**Unique Reference Number**	SEWTAPS-2026.02628 Welsh Government Contract No: C076/2026/2027
2	**Parties**	
2.1	**Customer**	Welsh Government
2.2	**Customer Contact**	Redacted - Personal Data
2.3	**Contractor**	Ove Arup & Partners Limited 13 Fitzroy Street London W1T 4BQ
2.4	**Contractor Company Number**	01312453
3	**Duration**	
3.1	**Contract Date**	22nd June 2026
3.2	**Start Date**	18th June 2026
3.3	**End Date**	30th September 2026
3.4	**Extension Periods**	In accordance with the contract
4	**Services, Specification, Deliverables, Key Dates, Milestones**	
4.1	**Services**	Provide the best advice reasonably possible by the end of August 2026 on options for further action to significantly alleviate problems associated with the M4 around Newport. The work should build on existing Welsh Government transport policy and delivery programmes, including the Major Corridor Resilience Studies, Burns Commission

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	process, the Burns Delivery Unit programme, Llwybr Newydd, the Regional Transport Plan and the National Transport Delivery Plan. The purpose is not to ask whether the pinch-point matters, it is to determine what further options are available that could significantly alleviate congestion on the M4 around Newport with credible routes to delivery. Refer to Appendix A1 for further detail.
4.2 Specification	The following list is a guide as to the tasks the Consultant may be called upon to provide. It should not be taken as the limit of the tasks that may be required. • Summarise main options for the M4 around Newport; • Assess their potential performance at alleviating traffic congestion on the M4 around Newport. • Estimate initial costs, risks and development/delivery timescales for options considered feasible; • Consider environmental, carbon and planning constraints; • Assess how options interact with existing Welsh Government programmes (I.e. Burns stations and CVL); • Advise on Green Book and WelTAG value for money for these options; • Identify funding and financing routes for these options; • Set out next steps for these options to flow through a compliant Welsh Transport Appraisal Guidance (WelTAG) process and comply with all statutory requirements. Refer to Appendix A1 for further details of the Specification including Appendix A3 for Information provided by the Welsh Government.
4.3 Deliverables	Refer to Appendix A2 for Deliverables.
4.4 Key Dates and Milestones	A target programme for this work is: - A total programme duration is 10 weeks from 18 June 2026 to 28 August 2026 for completion of main deliverables. - hold political briefings in August and September. - Produce technical note as per Appendix A1 – by mid August - Officials process note into Ministerial advice – by end of August - Ministers decide position / next steps – early/mid September The Consultant will develop a detailed programme within one week of appointment. This programme is dependent upon receiving the information listed in Appendix A3.

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4.5 Key Personnel

The core team members are identified in bold and are supported by a group of key personnel selected for their specialist skills and extensive experience of the M4 Corridor Enhancement Measures and M4 Corridor around Newport projects.

Key Members	*Role*
Redacted - Personal Data	**Project Director**
	Project Manager
	Engineering Lead (Assistant Project Manager)
	Transport Planning Lead
	Traffic Lead
	Economics Lead
	Costing Lead
	Environment Lead

4.6 Time is of the essence

For the purposes of clause 22 of Schedule 2, time is [not] of the essence.

5 Charges and payment

5.1 Charges

£143,600 excluding VAT (Lump Sum)

No	Invoice	Delivery Month
1	June	Redacted - S 43
2	July	
3	August	

6 Insurance

6.1 Insurance Requirements

The Contractor shall hold and maintain in respect of the provisions of the Services, as a minimum, the amounts listed in clause 18 of the Framework Agreement.

7 Processing of Personal Data

7.1 Processing of Personal Data

Not Applicable

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Schedule 2
Conditions of Call-Off Contract

1 Definitions and interpretation

1.1 In this Call-Off Contract the following words and expressions shall have the following meanings unless the context otherwise requires:

Anti-Bribery Laws	any and all statutes, statutory instruments, bye-laws, orders, directives, treaties, decrees and laws (including any common law, judgment, demand, order or decision of any court, regulator or tribunal) which relate to anti-bribery and/or anti-corruption, including the Bribery Act 2010.
Customer Data	The data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any Customer's Confidential Information, and which: (a) are supplied to the Contractor by or on behalf of the Customer; or (b) the Contractor is required to generate, process, store or transmit pursuant to this Call-Off Contract; or (c) any Personal Data for which the Customer is the Controller.
Business Day	a day that is not a Saturday, Sunday or public or bank holiday in Wales.
Charges	the charges payable by the Customer in consideration of the Services provided as set out in the Call-Off Contract Particulars.
Confidential Information	means any information, data or material of any nature which: (a) has been designated as confidential by either Party in writing; or (b) the release of which is likely to prejudice the commercial interests of the Customer or the Contractor; or (c) that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) (d) including information which relates to the business, affairs, properties, assets, trading practices, Services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either Party, all personal data and sensitive personal data within the meaning of the Data Protection Legislation and commercially sensitive information, subject to the provisions at set out in clause 17(Governance records and confidentiality) and clause 20 (Freedom of Information).
Call-Off Contract and Call-Off Contract Documents	means the terms and conditions of this Call-Off Contract, the Call-Off Contract Particulars and its Schedules.

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Call-Off Contract Particulars	the details contained in 0 of this Call-Off Contract
Contractor Personnel	all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any sub-contractor engaged in the performance of the Contractor's obligations under this Call-Off Contract.
Controller	shall take the meaning given in the GDPR.
Data Loss Event	means any event that results, or may result, in unauthorised access to Personal Data held by the Service Provider under this Call-Off Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Call-Off Contract, including any Personal Data Breach.
Data Processor and/or Processor	shall have the meaning given to it in the GDPR.
Data Protection Legislation	means: (a) the GDPR and any applicable national implementing Laws as amended from time to time ; (b) the LED and any applicable national implementing Laws as amended from time to time (c) the DPA 2018; and (d) all applicable Law about the processing of personal data and privacy.
Data Protection Officer	shall take the meaning given in the GDPR.
Data Protection Impact Assessment	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
Data Subject	shall have the meaning given to it under in the GDPR.
Data Subject Access Request	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
Deliverables	without prejudice to the generality of the obligation to provide the Services in accordance with this Call-Off Contract, the deliverables to be produced in the performance of the Services are as set out in the Call-Off Contract Particulars and/or Specification.
DPA 2018	means Data Protection Act 2018

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End Date	the date upon which this Call-Off Contract will cease to be in effect, as set out in the Call-Off Contract Particulars, or if earlier, the date upon which termination of this Call-Off Contract becomes effective
FOI Legislation	means the (a) Freedom of Information Act 2000; (b) Environmental Information Regulations 2004; or (c) any applicable legislation guidance or directions relating to the disclosure of information with which the Customer is bound to comply
Force Majeure Event	any circumstance not within a party's reasonable control including, without limitation: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; (f) collapse of buildings, fire, explosion or accident; and (g) any labour or trade dispute, strikes, industrial action or lockouts (excluding any labour or trade dispute, strike, industrial action or lockout confined to the Contractor's workforce or the workforce of any subcontractor of the Contractor).
Framework	means the South East Wales Technical and Professional Services Framework (SEWTAPS).
Framework Agreement	means the framework agreement relating to the Framework entered into by (i) the Customer and (ii) the Contractor.
GDPR	means the General Data Protection Regulation (Regulation (EU) 2016/679).
General Change in Law	means a change in Law which comes into effect after the Start Date, where the change is of a general legislative nature (including taxation or duties of any sort affecting the Contractor) or which would affect or relate to a comparable supply of services of the same or a similar nature to the supply of the Services. For the avoidance of doubt, any legislation or guidance put in place to effect the referendum decision of 23rd June 2016, for the

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	United Kingdom to leave the European Union, shall constitute a General Change in Law.
Insolvent	the Contractor is Insolvent where it:
	(a) gives notice under section 84 Insolvency Act 1986 of, or proposes or passes a resolution for, its winding up or in the case of a limited liability partnership proposes or determines that it will be wound up;
	(b) has a winding up petition based upon a petition debt presented against it;
	(c) has a winding-up order or a notice of striking off made in respect of it;
	(d) has an administration order or an application for an administration order made in respect of it; or
	(e) has a notice of appointment of an administrator or a notice of intention to appoint an administrator filed in respect of it at any court;
	(f) proposes, makes or is subject to:
	(g) a company voluntary arrangement;
	(h) a composition with its creditors generally;
	(i) an application to a court of competent jurisdiction for protection from its creditors generally; or
	(j) a scheme of arrangement under Part 26 Companies Act 2006;
	(k) has a receiver or a provisional liquidator appointed over any of its assets, undertaking or income;
	(l) ceases to trade or appears, in the reasonable opinion of the Customer, to be likely to cease to trade;
	(m) is the subject of anything analogous to the foregoing under the laws of any applicable jurisdiction.
Intellectual Property Rights	all intellectual and industrial property rights including patents, know-how, registered trade marks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trade marks, rights to prevent passing off for unfair competition, copyright, database rights, topography rights and any other rights in any invention, discovery or process, in each case in the United Kingdom and all other countries in the world and together with all renewals and extensions.
Key Dates	without prejudice to the generality of the obligation to provide the Services in accordance with this Call-Off Contract, the key programme

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	dates and milestones to be reached in the performance of the Services as set out in the Call-Off Contract Particulars and Specification
Key Personnel	means any person specified as such in the Call-Off Contract Particulars or otherwise notified as such by the Customer to the Contractor
Law	means any applicable act of parliament, sub-ordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, measure or instrument laid down by the welsh government within the meaning of s.23B of the Interpretation Act 1978, exercise of the Royal Prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, bye-law, regulatory policy, guidance or industry code, judgement of a relevant court of law, or directives or requirements of any Regulatory Body of which the Contractor is bound to comply.
LED	means Law Enforcement Directive (Directive (EU) 2016/680).
Personal Data	shall take the meaning in the GDPR.
Personal Data Breach	shall have the meaning given in the GDPR.
Processor	shall take the meaning given in the GDPR.
Protective Measures	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.
Request for Information	a request for information made to the Customer by a third party pursuant to the FOI Legislation.
Services	means the services to be provided by the Contractor to the Customer under this Call-Off Contract (including any part of the Services).
Specific Change in Law	a change in Law that relates specifically to the business of the Contractor and which would not affect a comparable supply of services of the same or a similar nature to the supply of the Services where the effect of that Specific Change in Law on the Services is not reasonably foreseeable at the Start Date.
Specification	In relation to the Services, the technical specifications and documents detailing the requirements of the Services; all preparatory, design and development materials which relate to the Services; all information of any description which explains how the Services will be performed which documents are listed in and/or the Contract Particulars Schedule 1.
Sub-processor	means any third party appointed to process Personal Data on behalf of the Contractor related to this Call-Off Contract.

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Start Date	the commencement date of this Contract is as set out in the Call-Off Contract Particulars.

1.2 All headings are for ease of reference only and shall not affect the construction or interpretation of this Call-Off Contract.

1.3 Unless the context otherwise requires:

1.3.1 references to the singular include the plural and vice versa and references to any gender include every gender; and

1.3.2 references to a **"person"** include any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality);

1.3.3 references to any statute or statutory provision shall include any subordinate legislation made under it and shall be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time;

1.3.4 any words following the words **"include"**, **"includes"**, **"including"**, **"in particular"** or any similar words or expressions shall be construed without limitation and accordingly shall not limit the meaning of the words preceding them; and

1.3.5 an obligation on a party to procure or ensure the performance or standing of another person shall be construed as a primary obligation of that party.

1.4 In the event and to the extent only of any conflict or inconsistency between the information contained in the Call-Off Contract Particulars and the Conditions of Call-Off Contract then the Conditions of Call-Off Contract shall prevail.

2 Appointment and Term

2.1 The Contractor agrees to provide, on a non-exclusive basis, the Services and Deliverables to the Customer in accordance with the terms and conditions of this Call-Off Contract.

2.2 This Call-Off Contract shall be deemed to have commenced on the Start Date and shall continue to the End Date unless and until terminated:

2.2.1 as provided by the terms of this Call-Off Contract; or

2.2.2 by the Customer giving to the Contractor prior written notice of not less than thirty (30) days.

2.3 The Customer may extend the Call-Off Contract for the Extension Periods identified in the Call-Off Particulars (or by such date stated in 0) and shall give the Contractor written notice not less than 10 Business Days prior to the End Date. The Conditions in this Call-Off Contract shall apply to the extended period, subject to any variation or adjustment to the Charges, agreed in writing by the Customer.

3 Services

3.1 The Contractor shall supply the Services to the Customer in accordance with the terms and conditions of this Call-Off Contract and all applicable standards, regulations and other legal requirements concerning the provision of the Services.

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3.2 The Customer may at any time make changes in writing relating to the Call-Off Contract Particulars, including changes in drawings or Specifications, method of performance or time or place of performance. If such changes result in an increase in cost of, or time required for, performance an equitable adjustment will be made to the Charges, programme or both. Any such claim or adjustment must be approved by the Customer in writing before the Contractor proceeds with such changes.

3.3 In supplying the Services, the Contractor shall:

3.3.1 meet any Key Dates;

3.3.2 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's reasonable instructions;

3.3.3 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Contractor's industry, profession or trade;

3.3.4 use staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Contractor's obligations are fulfilled in accordance with the Call-Off Contract;

3.3.5 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;

3.3.6 comply with all applicable laws;

3.3.7 provide all equipment, tools and vehicles and other items as are required to provide the Services;

3.3.8 provide the Services in a manner that does not bring the Customer into disrepute;

3.3.9 comply with the Welsh Government's Code of Practice on Ethical Employment in Supply Chains insofar as it relates to the provision of the Services.

4 Premises and Equipment

4.1 If necessary, the Customer shall provide the Contractor with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer's premises by the Contractor or the Contractor Personnel shall be at the Contractor's risk.

4.2 If the Contractor supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Call-Off Contract (whichever is the earlier) the Contractor shall vacate the Customer's premises, remove the Contractor's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer's premises in a clean, safe and tidy condition. The Contractor shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Contractor or any Contractor Personnel, other than fair wear and tear.

4.3 If the Contractor supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.

4.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Contractor shall, and shall procure that all Contractor Personnel shall, comply with all the Customer's security requirements.

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4.5 Where all or any of the Services are supplied from the Contractor's premises, the Contractor shall, at its own cost, comply with all security requirements specified by the Customer in writing.

4.6 Without prejudice to clause 3.3.7, any equipment provided by the Customer for the purposes of the Call-Off Contract shall remain the property of the Customer and shall be used by the Contractor and the Contractor Personnel only for the purpose of carrying out the Call-Off Contract. Such equipment shall be returned promptly to the Customer on expiry or termination of the Call-Off Contract.

4.7 The Contractor shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Contractor or any Contractor Personnel. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Contractor or relevant Contractor Personnel unless the Customer is notified otherwise in writing within 5 Working Days.

5 Contractor Personnel and Key Personnel

5.1 If the Customer reasonably believes that any of the Contractor Personnel are unsuitable to undertake work in respect of the Call-Off Contract, it may, by giving written notice to the Contractor:

5.1.1 refuse admission to the relevant person(s) to the Customer's premises;

5.1.2 direct the Contractor to end the involvement in the provision of the Services of the relevant person(s); and/or

5.1.3 require that the Contractor replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,

and the Contractor shall comply with any such notice.

5.2 The Contractor shall:

5.2.1 ensure that all Contractor Personnel are vetted in accordance with any procedures prescribed by the Customer;

5.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Call-Off Contract; and

5.2.3 procure that all Contractor Personnel comply with any rules, regulations and requirements reasonably specified by the Customer.

5.3 Any Key Personnel shall not be released from supplying the Services without the prior written consent of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.

5.4 Any replacements to the Key Personnel shall be subject to the prior written consent of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

6 Change of Law

6.1 The Contractor shall neither be relieved of its obligations to perform the Services in accordance with the terms of the Call-Off Contract nor be entitled to an increase in the Charges or other fees payable by the Contractor as the result of:

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6.1.1 a General Change in Law; or

6.1.2 a Specific Change in Law where the effect of that Specific Change in Law on the Services is known at the Start Date whether by publication of a bill, as part of a Government Departmental consultation or guidance paper, a draft Statutory Instrument, a draft welsh measure or guidance, a proposal in the Official Journal of the European Union or otherwise.

7 Charges

7.1 Subject to clause 7.2, the only monies to be paid by the Customer to the Contractor in connection with the performance of the Services are the Charges which shall be inclusive of all costs and expenses (of whatever nature) incurred by the Contractor.

7.2 Any sum payable under this Call-Off Contract is exclusive of value added tax (and any other similar or equivalent taxes, duties, fees and levies imposed from time to time by any government or other Customer) which shall be payable in addition to that sum in the manner and at the rate prescribed by law from time to time, subject to receipt by the Customer of a valid value added tax invoice.

8 Payment

8.1 The Contractor shall invoice the Customer for the Charges for the Services following performance of the Services.

8.2 Each invoice shall only be valid if its contains the following information:

8.2.1 date of invoice;

8.2.2 invoice number;

8.2.3 period to which the invoice relates;

8.2.4 Services to which the invoice relates;

8.2.5 a breakdown per service type/location (if applicable); and

8.2.6 a further breakdown of the Services provided.

8.3 Subject to clause 8.4 each invoice shall be payable by the Customer within thirty (30) days following the date on which the invoice is received by the Customer. All payments shall be made in pounds sterling by BACS (Bank Automated Clearing System) transfer to the bank account nominated by the Contractor from time to time.

8.4 The Customer shall be entitled to set-off any liability which the Contractor has to it against any liability which it has to the Contractor, whether such liability is present or future, liquidated or unliquidated, under this Call-Off Contract or any other contract between the parties or other cause of action and irrespective of the currency of its denomination.

8.5 Subject to the provisions of clause 8.4 if any sum payable under this Call-Off Contract is not paid on or before the due date for payment the Contractor shall be entitled to charge the Customer interest on that sum at 1% per annum above the base lending rate from time to time of the Bank of England from the due date until the date of payment (whether before or after judgment), such interest to accrue on a daily basis. The parties agree that this clause 8.5 is a substantial remedy for late payment of any sum payable under this Call-Off Contract, for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.

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8.6 No payment made by the Customer shall prejudice any rights or remedies which the Customer may have against the Contractor including the right to recover any amount overpaid or wrongfully paid to the Contractor.

9 Insurance

9.1 The Contractor shall maintain in force during the term of this Call-Off Contract (and for a period of six (6) years follows its expiry or earlier termination) full and comprehensive insurance policies covering its potential liability to the Customer and third parties in connection with the performance of the Services, together with such insurances as are required by law. To the extent prescribed in 0 the minimum levels of insurance required shall be as set out in 0.

9.2 The Contractor shall ensure that such insurance policies are taken out with reputable insurers acceptable to the Customer and that the level of cover and other terms of insurance are acceptable to the Customer, including where possible, the inclusion of an indemnity to principals clause.

9.3 The Contractor shall on request supply to the Customer [copies of such insurance policies and evidence that the relevant premiums have been paid.

9.4 The Contractor shall comply with all terms and conditions of the insurance policies at all times. If cover under such insurance policies shall lapse or not be renewed or be changed in any material way or if the Contractor is aware of any reason why the cover under such insurance policies may lapse or not be renewed or be changed in any material way, the Contractor shall notify the Customer without delay and in such circumstances the Customer shall be entitled (but not obliged) to effect such insurance in connection with the Services as it deems appropriate at the Contractor's cost.

10 Intellectual property

10.1 The Contractor hereby assigns with full title guarantee to the Customer all Intellectual Property Rights in all documents, drawings, computer software and any other work prepared or developed by or on behalf of the Contractor in the provision of the Services (the **"Products"**) provided that such assignment shall not include items not prepared or developed for the purposes of this Call-Off Contract.

10.2 The Contractor shall provide the Customer with copies of all materials relied upon or referred to in the provision of the Services or the creation of the Deliverables and grants the Customer a perpetual, irrevocable, royalty-free and transferable licence free of charge to use such materials.

10.3 The Contractor shall ensure that all royalties, licence fees or similar expenses in respect of all Intellectual Property Rights used in connection with the Call-Off Contract have been paid and are included within the Charges.

10.4 The Customer authorises the Contractor to use the Intellectual Property Rights of the Customer in any materials expressly supplied by the Customer for the purposes only of exercising its rights and performing its obligations under this Call-Off Contract. The Contractor will have no other rights whatsoever in respect of the Intellectual Property Rights of the Customer.

10.5 The Contractor warrants that neither the Services, nor any goods provided in the performance thereof, their use, resale or importation, infringes the Intellectual Property Rights of any third party except to the extent that any infringements may arise from any Specifications, drawings, samples or descriptions provided by the Customer.

10.6 The Contractor shall indemnify and hold harmless the Customer against any actions, claims, demands, costs, charges or expenses (including costs) that arise from or are incurred by reason of any infringement or alleged infringement by the Contractor of any third party Intellectual Property Rights and against all costs and damages of any kind the Customer may incur in or in connection with any actual or threatened proceedings before any court or arbitrator and shall conduct negotiations as may

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be necessary from time to time having due regard to the Customer's interests provided that the Customer gives notice to the Contractor of any infringement of third party Intellectual Property Rights upon becoming aware of the same.

11 Customer rights

11.1 Without prejudice to any other rights or remedies of the Customer (whether express or implied), if the Contractor breaches any terms of this Call-Off Contract (including a failure or delay in performance) then the Customer may (but will not be obliged) to:

11.1.1 refuse to accept any subsequent performance of the Services which the Contractor attempts to make;

11.1.2 recover from the Contractor any additional expenditure reasonably incurred by the Customer in obtaining the Services in substitution from another supplier; and/or

11.1.3 claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Contractor's breach of this Call-Off Contract or failure to perform the Services on the due date or at all.

12 Liability

12.1 Neither Party shall be responsible to the other (the **"Other Party"**) for any injury, loss, damage, cost or expense suffered by and to the extent that it is caused by the negligence or wilful misconduct of the Other Party or by breach by the Other Party of its obligations under the Call-Off Contract.

12.2 Subject always to clauses 12.3 and 12.4:

12.2.1 the aggregate liability of the Contractor in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Call-Off Contract, the supply or failure to supply of the Services, misrepresentation (whether tortuous or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed:

(a) a sum equal to 125% of the Charges paid or payable to the Contractor; or

(b) if greater and where the loss, claim or damage is or should have been covered by an insurance policy, the minimum level of the insurance policy required to be maintained under this Call-Off Contract; and

12.2.2 except in the case of claims arising under clauses 10 (Intellectual Property) and 13 (Prevention of fraud and corruption), in no event shall the Contractor be liable to the Customer for any:

(a) loss of profits;

(b) loss of business;

(c) loss of revenue;

(d) loss of or damage to goodwill;

(e) loss of savings (whether anticipated or otherwise); and/or

(f) any indirect, special or consequential loss or damage.

12.2.3 the aggregate liability of the Customer to the Contractor, in respect of all defaults, claims, losses or damages, however arising, shall be limited to 100% of the charges payable.

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12.3 Nothing in the Call-Off Contract shall be construed to limit or exclude either Party's liability for:

12.3.1 death or personal injury caused by its negligence or that of its Contractor Personnel;

12.3.2 fraud or fraudulent misrepresentation by it or that of its Contractor Personnel; or

12.3.3 any other matter which, by law, may not be excluded or limited.

12.4 The Contractor's liability under clauses 10 (Intellectual property), 13 (Prevention of fraud and corruption), 17.3 to 17.5 (Governance records and confidentiality) and 19 (Data Protection) shall be unlimited.

13 Prevention of fraud and corruption

13.1 The Contractor shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Call-Off Contract or for showing or refraining from showing favour or disfavour to any person in relation to the Call-Off Contract.

13.2 The Contractor shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Contractor Personnel and the Contractor (including its shareholders, members and directors) in connection with the Call-Off Contract and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

13.3 If the Contractor or the Contractor Personnel engages in conduct prohibited by clause 13.1 or commits fraud in relation to the Call-Off Contract or any other contract with the Customer, the Customer may:

13.3.1 terminate the Call-Off Contract and recover from the Contractor the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Call-Off Contract; or

13.3.2 recover in full from the Contractor any other loss sustained by the Customer in consequence of any breach of this clause.

14 Anti-Facilitation of Tax Evasion

14.1 The Contractor shall:

14.1.1 not engage in any activity, practice or conduct which would constitute either:

(a) a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or

(b) a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017;

14.1.2 comply with the Customer's Fraud, Bribery and Corruption Policy (a copy of which is available upon request) as the Customer may update from time to time;

14.1.3 have and shall maintain in place throughout the term of this Call-Off Contract such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including without limitation employees of the Contractor) and to ensure compliance with 14.1.1;

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14.1.4 promptly report to the Customer any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the performance of this Call-Off Contract;

14.1.5 within three (3) months of the date of this Call-Off Contract, and annually thereafter, certify to the Customer in writing signed by an officer of the Contractor, compliance with this Clause 9.4 by the Contractor and all persons associated with it 14.1.2. The Contractor shall provide such supporting evidence of compliance as the Customer may reasonably request.

14.2 The Contractor shall ensure that any person associated with the Contractor who is performing services in connection with this Call-Off Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Contractor in this Clause 14 (**"Relevant Terms"**). The Contractor shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Customer for any breach by such persons of any of the Relevant Terms.

14.3 For the purposes of Clause 14, the meaning of reasonable prevention procedure shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017 and a person associated with the Contractor includes but is not limited to any subcontractor of the Contractor.

15 Authority policies

15.1 The Contractor shall comply with the procedures and policies adopted by the Customer from time to time to the extent relevant to the Services and to the extent notified to the Contractor or published on the Customer's website.

16 Termination

16.1 If the Contractor:

16.1.1 commits a material breach of this Call-Off Contract which cannot be remedied; or

16.1.2 commits a material breach of this Call-Off Contract which can be remedied but fails to remedy that breach within seven (7) days of a written notice setting out the breach and requiring it to be remedied being given by the Customer;

16.1.3 commits any offence under the Bribery Act 2010;

16.1.4 repeatedly breaches any of the terms of this Call-Off Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Call-Off Contract;

16.1.5 is (in the reasonable opinion of the Customer) negligent and/or incompetent in the performance of the Services;

16.1.6 being an individual, shall die or be adjudged incapable of managing his or her affairs within the meaning of Part VII of the Mental Health Act 1983; or

16.1.7 does anything that will bring or brings the Customer into disrepute

the Customer may terminate this Call-Off Contract (in whole or in part) immediately by giving written notice to that effect to the Contractor or the Contractor's representative.

16.2 The Customer may terminate this Call-Off Contract immediately by giving written notice to that effect to the Contractor if the Contractor becomes insolvent.

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16.3 The Customer shall have the right to terminate this Call-Off Contract, or terminate the provision of any part of the Call-Off Contract, upon written notice with immediate effect in the circumstances set out in Regulation 73(1) of the Regulations.

16.4 Following expiry or termination of this Call-Off Contract:

16.4.1 clauses 1, 9,10, 12, 16, 17, 18, 19, 20, 21, 34 and 35, shall continue in force, together with any other Conditions which expressly or impliedly continue to have effect after expiry or termination of this Call-Off Contract; and

16.4.2 all other rights and obligations shall immediately cease without prejudice to any rights, obligations, claims (including claims for damages for breach) and liabilities which have accrued prior to the date of expiry or termination.

16.5 Within seven (7) days after the End Date the Contractor shall:

16.5.1 return to the Customer all Confidential Information (including all copies and extracts) and all other property (whether tangible or intangible) of the Customer in its possession or control;

16.5.2 destroy or permanently erase (if technically feasible) all documents and all records (in any media) created by it or on its behalf that use, concern or are based on any Confidential Information of the Customer; and

16.5.3 cease to use the Confidential Information of the Customer.

17 Governance records and confidentiality

17.1 The Contractor shall:

17.1.1 attend progress meetings with the Customer at the frequency and times specified by the Customer in this Agreement or as otherwise notified by the Customer from time to time and shall ensure that its representatives are suitably qualified to attend such meetings; and

17.1.2 submit progress reports to the Customer at the times and in the format specified by the Customer in this Agreement or as otherwise notified by the Customer from time to time.

17.2 The Contractor shall keep and maintain until 6 years after the end of the Call-Off Contract, or as long a period as may be agreed between the Parties, full and accurate records of the Call-Off Contract including the Services supplied under it and all payments made by the Customer. The Contractor shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Call-Off Contract.

17.3 The Contractor will:

17.3.1 keep the Confidential Information secret and will only disclose it in the manner and to the extent expressly permitted by this Call-Off Contract or otherwise as permitted by the terms of the disclosure;

17.3.2 use the Confidential Information only to the extent necessary for the performance of its obligations under this Call-Off Contract;

17.3.3 only make such copies, notes, reports, analyses and recordings (in whatever media) that contain or are based on Confidential Information as are reasonably necessary for the purpose of complying with its obligations under this Call-Off Contract; and

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17.3.4 keep the Confidential Information safe and secure and apply to it documentary and electronic security measures that match or exceed those the Contractor operates in relation to its own information which is by its nature confidential.

17.4 The Contractor may disclose Confidential Information:

17.4.1 to such of the members of its group of companies and advisers who need access to that Confidential Information for the purpose of the Contractor complying with its obligations under this Call-Off Contract and will make each such person aware of the confidentiality obligations contained in this Call-Off Contract. The Contractor shall procure that any person to whom it discloses Confidential Information pursuant to this clause 17.4 shall not do or omit to do anything which if done or omitted to be done by the Contractor would constitute a breach of this clause 17;

17.4.2 to the extent required by law or a court of competent jurisdiction or the rules of any listing authority, stock exchange, the Panel on Takeovers and Mergers or Regulatory Customer. Where reasonably practicable and lawful the Recipient will give Notice to the Discloser in advance of such disclosure, will consult with the Discloser as to the content, purpose and means of disclosure and will seek to make such disclosure subject to obligations of confidence consistent, so far as possible, with the terms of this clause 17.

17.5 The Contractor acknowledges and agrees that damages alone would not be an adequate remedy for breach of this clause 17 by the Contractor. Accordingly, the Customer shall be entitled, without having to prove special damages, to equitable relief (including injunction and specific performance) for any breach or threatened breach of this clause 17 by the Contractor.

18 Security of Confidential Information

18.1 Subject to the provisions of clause 19, in order to ensure that no unauthorised person gains access to any Customer Data or any Confidential Information or any data obtained in the performance of the Call-Off Contract, the Contractor undertakes to maintain security systems approved by the Customer.

18.2 Subject to the provisions of clause 19, the Contractor will notify the Customer within twenty four (24) hours of becoming aware of any breach of security in relation to Customer Data, Confidential Information and all data obtained in the performance of the Call-Off Contract and will keep a record of such breaches. The Contractor will use its best endeavours to recover such Customer Data or Confidential Information or data however it may be recorded. This obligation is in addition to the Contractor's obligations under clause 18 generally. The Contractor will co-operate with the Customer in any investigation that the Customer considers necessary to undertake as a result of any breach of security in relation to Customer Data or Confidential Information or data.

19 Data Protection

19.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor. The only processing that the Contractor is authorised to do is listed the Call-Off Particulars by the Customer and may not be determined by the Contractor.

19.2 The Contractor shall notify the Customer immediately if it considers that any of the Customer's Instructions infringe the Data Protection Legislation.

19.3 The Contractor shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:

19.3.1 a systematic description of the envisaged processing operations and the purpose of the processing;

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19.3.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services;

19.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and

19.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

19.4 The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Call-Off Contract:

19.4.1 process that Personal Data only in accordance with section 7 of the Call-Off Contract Particulars, unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;

19.4.2 ensure that it has in place Protective Measures, which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:

(a) nature of the data to be protected;

(b) harm that might result from a Data Loss Event;

(c) state of technological development; and

(d) cost of implementing any measures;

19.4.3 ensure that:

(a) the Contractor Personnel do not process Personal Data except in accordance with this Call-Off Contract (and in particular section 7 of the Call-Off Contract Particulars);

(b) it takes all reasonable steps to ensure the reliability and integrity of any Contractor's Contractor Personnel who have access to the Personal Data and ensure that they:

(c) are aware of and comply with the Contractor's duties under this clause;

(d) are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;

(e) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Customer or as otherwise permitted by this Call-Off Contract; and

(f) have undergone adequate training in the use, care, protection and handling of Personal Data; and

19.4.4 not transfer Personal Data outside of the United Kingdom unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

(a) the Customer or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;

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(b) the Data Subject has enforceable rights and effective legal remedies;

(c) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and

(d) the Contractor complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data

19.4.5 at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Call-Off Contract unless the Contractor is required by Law to retain the Personal Data.

19.5 Subject to clause 19.6, the Contractor shall notify the Customer immediately if it:

19.5.1 receives a Data Subject Access Request (or purported Data Subject Access Request);

19.5.2 receives a request to rectify, block or erase any Personal Data;

19.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

19.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Call-Off Contract;

19.5.5 receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

19.5.6 becomes aware of a Data Loss Event.

19.6 The Contractor's obligation to notify under clause 19.5 shall include the provision of further information to the Customer in phases, as details become available.

19.7 Taking into account the nature of the processing, the Contractor shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 19.5 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:

19.7.1 the Customer with full details and copies of the complaint, communication or request;

19.7.2 such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

19.7.3 the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;

19.7.4 assistance as requested by the Customer following any Data Loss Event;

19.7.5 assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.

19.8 The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Service Provider employs fewer than 250 staff, unless:

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19.8.1 the Customer determines that the processing is not occasional;

19.8.2 the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and

19.8.3 the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

19.9 The Contractor shall allow for audits of its Data Processing activity by the Customer or the Customer's designated auditor.

19.10 The Contractor shall designate a data protection officer if required by the Data Protection Legislation .

19.11 Before allowing any Sub-processor to process any Personal Data related to this Call-Off Contract, the Contractor must:

19.11.1 notify the Customer in writing of the intended Sub-processor and processing;

19.11.2 obtain the written consent of the Customer;

19.11.3 enter into a written Call-Off Contract with the Sub-processor which give effect to the terms set out in this clause 19 such that they apply to the Sub-processor; and

19.11.4 provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.

19.12 The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.

19.13 The Customer may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Call-Off Contract).

19.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Contractor amend this Call-Off Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

19.15 The provisions of this clause shall apply during the continuance of the Call-Off Contract and indefinitely after its expiry or termination.

20 Freedom of Information

20.1 The Contractor acknowledges that the Customer is subject to the requirements of FOI Legislation. Accordingly, from time to time the Customer may be required to disclose information relating to the Contractor and/or this Call-Off Contract.

20.2 Where a Request for Information has been received by the Customer, then it shall:

20.2.1 consider the applicability of exemptions under the FOI Legislation or any other applicable legislation;

20.2.2 before responding to such a request (which, for the avoidance of doubt, includes confirming or denying that the information is held by the Customer or on the Customer's behalf) and/or disclosing information about or relating to the Contractor, the Services

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and/or this Call-Off Contract, notify the Contractor of this request and, unless a response is required urgently, stipulate the time period during which the Contractor needs to respond in order to assist the Customer to determine whether any exemptions under FOI Legislation apply (including where necessary why the public interest in maintaining the exemption is not outweighed by the public interest in disclosure and an estimate of any expenditure that the Contractor is likely to incur in complying with the request);

20.2.3 In determining whether any exemptions apply and/or whether to confirm or deny and/or disclose any information pursuant to this clause 20.2, take into account any reasonable representations made to it by the Contractor;

20.2.4 where it requires the Contractor to confirm whether such information is held by the Contractor on its behalf and, if necessary, to provide any such information, stipulate the time period in which it requires the Contractor to make such confirmation and/or provide such information; and

20.2.5 where it determines to disclose the information then it shall notify the Contractor of such decision as soon as reasonably practicable and in any event no later than two (2) Business Days prior to disclosure.

20.3 The Contractor shall facilitate the Customer in complying with its obligations under the FOI Legislation and any necessary consultation and to the extent that such obligations relate to information held by the Contractor on behalf of the Customer indicating whether such information is held by them and if necessary to provide that information to the Customer, within the timescale stipulated by the Customer in clauses 20.2 and/or 20.2.4.

20.4 The Contractor acknowledges that the Customer has absolute discretion of deciding whether or not to disclose information in response to a Request for Information.

21 Dispute Resolution

21.1 Clause 38 of the Framework Agreement shall apply to any disputes that arise out of or in connection with the Call-Off Contract.

22 Time is of the essence

22.1 If indicated in the Call-Off Particulars, time shall be of the essence in respect of all dates, periods and timescales with which the Contractor is required to comply under this Call-Off Contract and any dates, periods and timescales which may be substituted for them by the agreement in writing of the parties. Time shall not be of the essence in respect of any obligation with which the Customer is required to comply under this Call-Off Contract. If it is indicated in the Call-Off Particulars that time shall not be of the essence, the Contractor shall nonetheless have due regard to the periods, dates and timescales within this Call-off Contract in the provision of their Services.

23 Force majeure

23.1 Provided it has complied with the remaining provisions of this clause 23, if a Party is prevented, hindered or delayed in or from performing any of its obligations under this Call-Off Contract by a Force Majeure Event (the **"Affected Party"**), the Affected Party shall not be in breach of this Call-Off Contract or otherwise liable for any such failure or delay in the performance of such obligations.

23.2 The corresponding obligations of the other party will be suspended to the same extent as those of the Affected Party.

23.3 The Affected Party shall:

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23.3.1 as soon as reasonably practicable after the start of the Force Majeure Event but not later than two (2) Working days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Call-Off Contract; and

23.3.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event.

23.4 An Affected Party cannot claim relief if the Force Majeure Event is attributable to the Affected Party's wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event. The Contractor cannot claim relief if the Force Majeure Event is one which, in accordance with Good Industry Practice, the Contractor should have foreseen and provided for the cause in question.

23.5 The Affected Party shall notify the other party in writing as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this Call-Off Contract. Following such notification, this Call-Off Contract shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the parties.

23.6 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than four (4) weeks, the party not affected by the Force Majeure Event may terminate this Call-Off Contract by giving one (1) weeks' notice to the Affected Party.

24 Cumulative rights

24.1 The Customer's rights and remedies set out in this Call-Off Contract are cumulative and in addition to and not exclusive of any rights and remedies provided by law.

25 Severance

25.1 If any term of this Call-Off Contract is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term shall be deemed to be severed from the Call-Off Contract and this shall not affect the remainder of the Call-Off Contract which shall continue in full force and effect.

26 Waiver

26.1 A delay in exercising or failure to exercise a right or remedy under or in connection with the Call-Off Contract shall not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor shall the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default shall only be valid in the circumstances and for the purpose for which it was given and shall not constitute a waiver of any other right, remedy, breach or default.

27 Assignment, sub-contracting or transfer

27.1 The Contractor shall not be entitled to assign, transfer, charge, hold on trust for any person or deal in any other manner with any of its rights under the Call-Off Contract or to sub-contract any of its obligations under the Call-Off Contract without the prior written consent of the Customer.

27.2 Where the Customer consents to the sub-contracting of any of the Contractor's obligations under this Call-Off Contracts, the Customer may, by notice referring to this clause 27.2, require the Contractor to procure that any such sub-contractor executes or enter into a collateral warranty with the Customer, within ten Business Days. That collateral warranty shall be in the form required by the Customer.

27.3 Where the Contractor enters into a sub-contract with a supplier, consultant or provider for the purpose of performing the Call-Off Contract, it shall:

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27.3.1 be responsible for payments to that person and cause a term to be included in such a sub-contract which requires payment to be made of undisputed sums by the Contractor to the sub-consultant within a specified period not exceeding 30 days from the receipt of a valid invoice, as defined by the sub-contract requirements;

27.3.2 ensure that such person is obliged to comply with all of the obligations and duties of the Contractor under the Call-Off Contract insofar as they relate to the Call-Off Contract or part of it (as the case may be) which that sub-Contractor is required to provide; and

27.3.3 remain solely responsible and liable to the Customer for any breach of the Call-Off Contract or any performance, non-performance, part performance or delay in performance of any of the Call-Off Contract by any sub-consultant to the same extent as if such breach, performance, non-performance, part-performance or delay in performance had been carried out by the Contractor.

27.4 The Customer shall be entitled to assign, transfer, charge, hold on trust for any person and deal in any other manner with any of its rights under the Call-Off Contract and to sub-contract any of its obligations under the Call-Off Contract.

28 Third party rights

28.1 The parties do not intend that any term of this Call-Off Contract or of a Call-Off Contract shall be enforceable under the Call-Off Contracts (Rights of Third Parties) Act 1999 by any person other than the parties.

29 No partnership

29.1 The Call-Off Contract shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Call-Off Contract. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

29.2 For the avoidance of doubt it is expressly stated that the Contractor is an independent contractor and nothing in this Call-Off Contract shall render it an employee, worker agent or partner of the Customer and the Contractor shall not hold itself out as such. It is not the intention of the Parties that the Contractor or the Contractor's personnel's employment shall transfer to the Customer and, accordingly, the Contractor shall be responsible for and fully indemnify the Customer for and in respect of making appropriate deductions for tax and national insurance contributions from the remuneration paid to its personnel. Where the Contractor is an individual, she/he will have the status of a self-employed person and shall be responsible for tax and National Insurance contributions. The Contractor shall fully indemnify the Customer for and in respect of any liability for any employment related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Contractor or the Contractor's personnel, servants or agents out of or in connection with the provision of the Services.

30 Entire Call-Off Contract

30.1 This Call-Off Contract entered into will represent the entire Call-Off Contract between the parties and supersede any prior agreement or arrangement in respect of their subject matter and:

30.1.1 neither party has entered into this Call-Off Contract nor will enter into a Call-Off Contract in reliance upon, and shall have no remedy in respect of, any representation or statement (whether made by the other party or any other person) which is not expressly set out in this Call-Off Contract; and

30.1.2 nothing in this clause 30 shall be interpreted or construed as limiting or excluding the liability of either party for fraud or fraudulent misrepresentation.

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31 Counterparts

31.1 This Call-Off Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Call-Off Contract. No counterpart shall be effective until each party has executed at least one counterpart.

32 Welsh language obligations

32.1 The Contractor shall comply with all applicable requirements of the Customer's Welsh Language Scheme and the Welsh Language (Wales) Measure 2011 ("the Measure") and the Welsh language standards issued to the Customer insofar as it relates to the provision of the Services. A copy of the Welsh language standards is available upon request.

33 Variations

33.1 The Call-Off Contract may only be varied or amended with the prior written agreement of both Parties. The details of any variations or amendments shall be set out in such form as the Customer may dictate and shall not be binding upon the Parties unless completed in accordance with such form of variation.

34 Notices

34.1 Any notice or other communication given under or in connection with this Call-Off Contract shall be in writing and either sent by pre-paid first class post to that party's address; delivered to or left at (but not, in either case, by post) that party's address; or sent by facsimile to that party's facsimile number; and marked for the attention of that party's Representative at the address set out in the Call-Off Contract Particulars.

34.2 Any notice or communication given in accordance with clause 34.1 shall be deemed to have been served:

34.2.1 If sent by pre-paid first class post, at 9.00 a.m. on the second Business Day after the date of posting;

34.2.2 If delivered to that party's address, at the time the notice or communication is delivered to or left at that party's address; and

34.2.3 if sent by facsimile, at the time of confirmation of completion of transmission of the facsimile by way of a transmission report;

provided that if a notice or communication is deemed to be served before 9.00am on a Business Day it shall be deemed to be served at 9.00am on that Business Day and if it is deemed to be served on a day which is not a Business Day or after 5.00pm on a Business Day it shall be deemed to be served at 9.00am on the immediately following Business Day.

35 Governing Law And Jurisdiction

35.1 This Call-Off Contract will be governed by English and Welsh law, as it applies in Wales.

35.2 Subject to clause 21, each party agrees that the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with this Call-Off Contract (including in relation to any non-contractual obligations).

35.3 Any party may seek specific performance, interim or final injunctive relief or any other relief of similar nature or effect in any court of competent jurisdiction.

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Appendix A1 – Services and Specification

The services will deliver a technical Study Report for Welsh Government circulation only setting out a clear updated baseline (current situation), a list of potential options, and a comparative assessment of their effectiveness, impacts including environmental, carbon, affordability and deliverability. The report will provide a qualitative review of the options and comments on the extent to which options could alleviate congestion, alongside commentary on routes to delivery, risks, and recommendations for the next steps.

The Welsh Government has clarified that the work will not be a WelTAG study, and as such a Do-Minimum scenario against which interventions might be compared is excluded. Instead, we will provide comments on likely performance and impacts of options based on the historic knowledge gained from previous studies and consideration of the updated baseline, as a result the suitability of the resultant report will be high level in nature.

To Deliver the Services and Specification, Arup will follow the following methodology.

Task allocation between Arup, Arup's subconsultants and Welsh Government is indicated by the following characters annotated:

R = Primary Responsibility and coordination of overall Element

A = Provide assistance/support to completion of elements to party with primary responsibility

- = Excluded.

	Activities	Welsh Government/ TfW	Arup
1	Options Workshop with Welsh Government to define combination options 8,9,10 below, Arup to arrange and prepare meeting minutes	A	R
2	Weekly progress meeting with Welsh Government ([redacted]), 0.5 hours each, facilitated by Arup via teams, Arup to prepare meeting summary notes	A	R
3	**Prepare draft report to include Introduction, Purpose and Scheme History;** The scheme history shall include a timeline summary of M4 projects from CEMs to PLI, summarising historic context of the options considered and their recommendations	A	R
4	**Review and summarise the key changes since the M4 Corridor around Newport Public Inquiry including** - commentary on transport changes considering RTP and Burns Stations - environmental designations on Gwent Levels	--	R

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	- Relinquishment of the corridor protection (for land use planning purposes) and developments on it - Economy considering the impact of Covid, productivity and the Welsh Economy vs UK - Commentary on construction inflation		
5	**Summary of Traffic Levels on M4** Arup shall review and prepare a summary of the latest traffic flow information available, to include narrative on Traffic volume and journey time, from open-source data unless TfW data to be provided by Welsh Government by 22 June 2026. Comparison shall be made against data used at PLI.	A	R
6	**Summary of Options to Include** 1. Widening of existing Brynglas Tunnels 2. Blue Route (work to existing A48 SDR and A4810 Steelworks Access Road 3. Work to A48 to attract traffic away from M4 4. Works to existing M4 and its management to include: Closure of existing M4 Junctions, demand management (RUC & Toll) 5. Additional rail services on existing lines 6. 5 new rail stations on SW mainline (Burns recommendations) 7. Newport-Cardiff BRT ([redacted] at Transport for Wales to provide inputs) 8. Combination 1 + [5,6,7] 9. Combination 2 + [5,6,7] 10. Combination 3 + [5,6,7] [options 8/9/10 to be agreed at workshop] 11. Implementation of existing transport plans including CCR programmes, Regional Transport Delivery Plan, Burns Stations Programme and the Core Valley Lines (CVL) Options excluded from scope by Welsh Government include M4 tunnel from Magor to Castleton, M4 Corridor around Newport (Black Route), M4 Red Route (2 lane dual carriageway) Summary shall include impacts and disruption during implementation/ construction and subsequent impacts during operation	A	R
7	Qualitative commentary around not considering a new motorway further, as well as not	A	R

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	considering road user charging (reference to Cardiff Council work on Workplace Parking Levy and likely impact on demand management)		
8	**Traffic Summary** Arup shall prepare a high-level summary and percentage range of how each option 1-11 would impact traffic on the existing M4 corridor using professional judgement with respect to peak hour flow. Arup shall summarise the risks associate with this methodology.	--	R
9	**Environmental and Planning Summary** Arup shall prepare/ collate a high-level summary of the environmental impacts of each option 1-11 (to include carbon and planning constraints) Commentary shall be provided on planning risks and appropriate routes to consenting and approval.	--	R
10	**Economics Summary** Arup shall prepare a high-level costing summary of the options 1-11 based on researched appropriate inflationary rate to apply to each project and the original costs and assumptions (to be provided by or agreed with Welsh Government). Each option's original cost estimate shall be jointly reviewed by the engineering and cost management teams to identify any gaps and ensure consistency. This review shall also confirm that the level of provision is appropriate and aligned with expectations for delivery from 2026. Costs will be updated to reflect modern standards and appropriate levels of optimism bias where possible. Arup shall uplift these project costs based on inflation and summarise the risks associated with this high-level methodology and further steps needed for more accurate costing exercise in the future as part of any more detailed study. Arup shall summarise funding mechanisms and funding risks and qualitatively advise on Green Book and WelTAG value for money for each of the above 1-11 options. Welsh Government to input into anticipated project programme for costing purposes.	A	R

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11	Arup to prepare Summary Report to include a 2-page Executive Summary	--	R
12	Arup to prepare Welsh Language Translation of Summary Report and 2-page Execute Summary	--	R
13	Arup to format Summary Report document in line with Welsh Government accessibility guidelines (to be provided by Welsh Government).	--	R

The following exclusions and clarifications apply to the Services and Specification:

	Clarifications and Exclusions
1	Options within Appendix A1 limited to those stated, unless otherwise agreed in writing between all parties.
2	Traffic Modelling services excluded from scope. The Welsh Government would instruct TfW to provide any Traffic Modelling services or results.
3	Quantity Surveying services e.g. Bottom up-costing of each option 1-11, are excluded from scope. Costs would involve applying an inflationary factor.
4	Uplifting of historic BCRs is excluded from scope. We will provide a qualitative commentary on value for money.
5	All surveys excluded.
6	Arup will utilise existing information including analysis drawings and sketches from previous studies. New drawing production is excluded from scope.
7	Welsh Government to lead coordination with all third parties.
8	All comments shall be received in a single consolidated review response. Multiple rounds of comments are excluded and would be a variation.
9	All print services are excluded.
10	The capital cost estimate will be prepared to include both construction costs and land/property acquisition costs, unless otherwise stated. Property costs are incorporated at a high level based on available information at the time of writing and should be considered indicative only, and subject to further detailed valuation. Employer costs will be provided as a percentage uplift based on industry standard. All costing shall be prepared based on 2026 price base excluding inflation to completion dates because these are not defined.
11	Full life cycle costs are excluded.
12	Preparation of technical briefings for Ministers is excluded from scope

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Appendix A2 – Deliverables

Deliverable	Deliverable details	Format	Welsh Government	Arup	Subconsultant
M4 Corridor Around Newport Summary Report	Technical Summary Report for Welsh Government to include a 2 page Executive Summary	Pdf/ Word	–	R	–

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Appendix A3 – Information Required Schedule/Key Receivables and due date

1. **List of Welsh Government attendees for Combined Options Workshop – 22 June 2026**
2. **Existing PLI modelling and reports – 22 June 2026**
3. **TfW Traffic and Transport Data including:**
    - **Regional Transport Modelling Data (GSTAT) – 24 June 2026**
    - **Regional Traffic and Transport Analysis (GSTAT) – 24 June 2026**
4. **Existing reports or studies including appraisal, indicative project delivery programme and costing information for each option 1-11 – 24 June 2026**
5. **Welsh Government to provide current accessibility guidance – 24 June 2026.**

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