

[INSERT AGREEMENT NO. & TITLE]
(For NEC4 PSC)

(a) To be Signed by a Single Consultant

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT made and entered into this ___ day of _____ 20XX between the Government of the Hong Kong Special Administrative Region (hereinafter referred to as “the *Client*”) and ¹ _____ of ² _____ (hereinafter referred to as “the *Consultant*”).

In this Memorandum of Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the NEC4 Professional Service Contract (June 2017) published by Thomas Telford Limited (hereinafter referred to as “NEC4 PSC”), with amendments and additions as recorded in the Schedule to this Memorandum of Agreement and the *additional conditions of contract* identified in the Contract Data.

WHEREAS the *Client* requires the *Consultant* to Provide the Service in accordance with the contract as defined in this Memorandum of Agreement.

AND WHEREAS the *Consultant* has agreed to Provide the Service subject to terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The contract comprises :
 - (a) this Memorandum of Agreement and its Schedule;
 - (b) the NEC4 PSC core clauses, the clauses for the NEC4 PSC main Option [Insert main Option] and the applicable secondary Options in the NEC4 PSC booklet as identified in the Contract Data and as amended or supplemented by the Schedule to this Memorandum of Agreement;
 - (c) the Contract Data comprising:
 - (i) Contract Data Part one; and
 - (ii) completed Contract Data Part two (Sections 1 and 2), as signed by the *Consultant* for identification; and
 - (d) the following documents:
 - (i) the *additional conditions of contract* identified in the Contract Data;
 - (ii) the documents containing the Scope, the priced *activity schedule* and its preambles, ^the Schedule of Resident Site Staff Standards and Duties, and such

other documents containing information as referred to in the Contract Data;

- (iii) the letter of notification dated _____ and the further provisions and documents, if any, identified in the letter of notification as forming part of the contract.

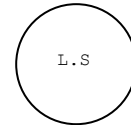
^ Delete as appropriate.

2. The clauses referred to in clause 1(b) above shall apply to the contract as amended by the Schedule to this Memorandum of Agreement.
3. For the definition of the Contract Date in NEC4 PSC core clause 11.2(4), the contract came into existence on _____³.
4. The *Client* will pay the *Consultant* the amount due and carry out the duties in accordance with the contract.
5. The *Consultant* will Provide the Service in accordance with the contract.

IN WITNESS this Memorandum of Agreement has been executed as a deed on the day and year first above written

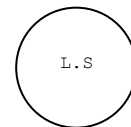
SIGNED, SEALED and DELIVERED by)
the *Client* by)
[insert name and appointment of officer])
in the presence of:)
.....)
[Name])
[Occupation])
[Address])

) *[Signature of the
officer]**



(a) SIGNED, SEALED and DELIVERED)
by [name of sole proprietor])
trading as [name of the *Consultant*])
in the presence of:)
.....)
[Name])
[Occupation])
[Address])

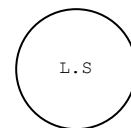
) *[Signature of the sole
proprietor]**



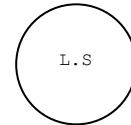
Or

(b) SIGNED, SEALED and DELIVERED by)
[name of partner] and)
[name of partner]^)
being the partners of [name of the *Consultant*])
in the presence of:)
.....)
[Name])
[Occupation])
[Address])

) *[Signature of the
individual partner]**

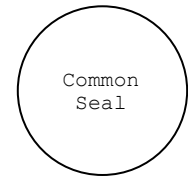


) *[Signature of the
individual partner]**



Or

(c) Executed and delivered)
as a deed and the COMMON SEAL)
of [name of the *Consultant*])
was affixed in the presence of) *[Signature of the*
[] its [director(s) or) *director(s) etc]**
director and secretary or person(s))
authorized to sign the contract by its)
board of directors]**)
in the presence of a witness:)
)
.....)
[Name])
[Occupation])
[Address])

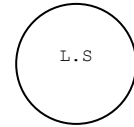


Or

(d) Executed and delivered)
as a deed)
by [name of the *Consultant*])
acting through)
[] (its sole director)) *[Signature of the*
or) *director(s) etc]**
[] and [] (its directors))
or)
[] (its director) and)
[] (its company secretary)**)
)
in the presence of a witness:)
)
.....)
[Name])
[Occupation])
[Address])

Or

(e) SIGNED, SEALED and DELIVERED by)
[name of the *Consultant*] by [])
his/her/their** attorney under power of attorney)
dated []) [Signature of the
) attorney]*
in the presence of:)
)
.....)
[Name])
[Occupation])
[Address])



Note : (for preparation of but not inclusion in the engrossment of this Memorandum of Agreement)

- (a) For use where the *Consultant* is a sole proprietor.
- (b) For use where the *Consultant* is a partnership.
- (c) For use where the *Consultant* is a company incorporated in Hong Kong and execute the deed with a Common Seal.
- (d) For use where the *Consultant* is a company incorporated in Hong Kong and execute the deed without a Common Seal.
- (e) For use where the *Consultant* executes the deed under a power of attorney.

* The italic parts are not part of the execution clause. They are for guidance or information only.

** Select the correct expression for use. If none is applicable, insert an appropriate expression.

^ The deed shall be executed by all the partners. Add more names if required.

1. Insert the name of the *Consultant*.
2. Insert the address of the *Consultant*.
3. The date to be inserted shall be the date of the *Client*'s written notification to the *Consultant* of having been selected for award of the contract.

(b) To be Signed by an Unincorporated Joint Venture of Consultant

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT made and entered into this ____ day of _____ 20XX between the Government of the Hong Kong Special Administrative Region of the first part (hereinafter referred to as “the *Client*”) and ¹ _____ of ² _____

_____ of the second part and ¹ _____

_____ of ² _____

of the third part (*This may be appropriately expanded if there are more than two (2) Joint Venture partners.*), which parties of the second and third parts (*This should be correspondingly expanded if there are more than two (2) Joint Venture partners.*) trading as ³ _____ of ⁴ _____ are jointly and severally bound to the *Client* under the provisions of the contract and are collectively referred to as “the *Consultant*” in this Memorandum of Agreement and the contract.

In this Memorandum of Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the NEC4 Professional Service Contract (June 2017) published by Thomas Telford Limited (hereinafter referred to as “NEC4 PSC”), with amendments and additions as recorded in the Schedule to this Memorandum of Agreement and the *additional conditions of contract* identified in the Contract Data.

WHEREAS the *Client* requires the *Consultant* to Provide the Service in accordance with the contract as defined in this Memorandum of Agreement.

AND WHEREAS the *Consultant* has agreed to Provide the Service subject to terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The contract comprises :

- (a) this Memorandum of Agreement and its Schedule;
- (b) the NEC4 PSC core clauses, the clauses for the NEC4 PSC main Option [Insert main Option] and the applicable secondary Options in the NEC4 PSC booklet as identified in the Contract Data and as amended or supplemented by the Schedule to this Memorandum of Agreement;
- (c) the Contract Data comprising:
 - (i) Contract Data Part one; and
 - (ii) completed Contract Data Part two (Sections 1 and 2), as signed by the *Consultant* for identification; and

(d) the following documents:

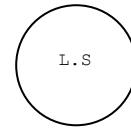
- (i) the *additional conditions of contract* identified in the Contract Data;
- (ii) the documents containing the Scope, the priced *activity schedule* and its preambles, ^the Schedule of Resident Site Staff Standards and Duties, and such other documents containing information as referred to in the Contract Data;
- (iii) the letter of notification dated _____ and the further provisions and documents, if any, identified in the letter of notification as forming part of the contract.

^ Delete as appropriate.

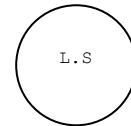
- 2. The clauses referred to in clause 1(b) above shall apply to the contract as amended by the Schedule to this Memorandum of Agreement.
- 3. For the definition of the Contract Date in NEC4 PSC core clause 11.2(4), the contract came into existence on _____⁵.
- 4. The *Client* will pay the *Consultant* the amount due and carry out the duties in accordance with the contract.
- 5. The *Consultant* will Provide the Service in accordance with the contract.
- 6. _____ and _____ each agrees to be jointly and severally bound by the terms and conditions of the contract.

IN WITNESS this Memorandum of Agreement has been executed as a deed on the day and year first above written

SIGNED, SEALED and DELIVERED by)
the *Client* by)
[insert name and appointment of officer])
in the presence of:)
) [Signature of the)
) officer]*)
.....)
[Name])
[Occupation])
[Address])

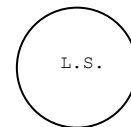
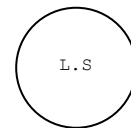


(a) #SIGNED, SEALED and DELIVERED)
by [name of participant] being a participant)
of the [name of the unincorporated joint venture])
in the presence of:)
) [Signature of the)
) participant]*)
.....)
[Name])
[Occupation])
[Address])



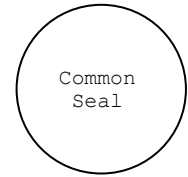
Or

(b) #SIGNED, SEALED and DELIVERED)
by [name of partner] and [name of partner]^) [Signature of the)
being the partners of [name of participant]) individual partner]*)
being a participant) [Signature of the)
of the [name of the unincorporated joint venture]) individual partner]*)
in the presence of:)
)
)
.....)
[Name])
[Occupation])
[Address])



Or

(c) #Executed and delivered)
as a deed and the COMMON SEAL)
of [name of participant] being a participant)
of the [name of the unincorporated joint venture]) [Signature of the
was affixed in the presence of) director(s) etc]*
[] its [director(s) or)
director and secretary or person(s))
authorized to sign the contract by its)
board of directors]**)
in the presence of a witness:)
)
.....)
[Name])
[Occupation])
[Address])

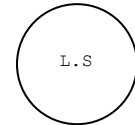


Or

(d) #Executed and delivered)
as a deed)
by [name of participant] being a participant)
of the [name of the unincorporated joint venture]) [Signature of the
acting through) director(s) etc]*
[] (its sole director))
or)
[] and [] (its directors))
or)
[] (its director) and)
[] (its company secretary)**)
)
in the presence of a witness:)
)
.....)
[Name])
[Occupation])
[Address])

Or

(e) #SIGNED, SEALED and DELIVERED)
by [name of participant] being a participant)
of the [name of the unincorporated joint venture])
by [])
his/her/its** attorney under power of attorney) *[Signature of the*
dated []) *attorney]**
)
in the presence of:)
)
.....)
[Name])
[Occupation])
[Address])



Notes : (for preparation of but not inclusion in the engrossment of this Memorandum of Agreement)

- (a) For use where the joint venture participant is a sole proprietor.
 - (b) For use where the joint venture participant is a partnership.
 - (c) For use where the joint venture participant is a company incorporated in Hong Kong and executes the deed with a Common Seal.
 - (d) For use where the joint venture participant is a company incorporated in Hong Kong and executes the deed without a Common Seal.
 - (e) For use where the joint venture participant executes the deed under a power of attorney.
- # Select the appropriate form or forms and REPEAT FOR EACH PARTICIPANT of the unincorporated joint venture.
- * The italic parts are not part of the execution clause. They are for guidance or information only.
- ** Select the correct expression for use. If none is applicable, insert an appropriate expression.
- ^ The deed shall be executed by all the partners. Add more names if required.

1. Insert the name of individual Joint Venture partner of the Joint Venture partnership.
2. Insert the address of individual Joint Venture partner.
3. Insert the name of the Joint Venture partnership.
4. Insert the address of the Joint Venture partnership.
5. The date to be inserted shall be the date of the *Client's* written notification to the *Consultant* of having been selected for award of the contract.

Schedule

Core Clauses		
Clause No.	Action	Details

Secondary Option Clauses (Secondary Options [Insert secondary Options] adopted)		
Clause No.	Action	Details