

## Required Variation Notice

|   |                  |
|---|------------------|
| Variation No. [XXXX]  | Date [DD-MMM-YY] |
| <b>VARIATION TITLE:</b>   |                  |
| Supplier: [Insert Supplier name] (Contract name and reference no. to be included in header) |                  |

|                        |  |                           |                              |
|------------------------|--|---------------------------|------------------------------|
| <b>Project Manager</b> | <b>Service Delivery Manager</b>        | <b>Commercial Manager</b> | <b>Systems Manager</b>       |
| [Insert PM Name]       | [Insert Service Delivery Manager Name] | [Insert CM Name]          | [Insert System Owner's Name] |

| Summary  |
|--|
| <p>➤ <b>Scope of Variation to the Supply</b></p> <p><i>Insert a concise summary of the scope of the Variation to the Supply, including any specific deliverables to be provided by the Supplier</i></p> <p>Full details of the change to the Supply required are in Section A</p>  |
| <p>➤ <b>Performance Management</b></p> <p><i>Insert a concise summary of the changes to the performance regime including any new, or revised, SLA or performance regimes including any thresholds or trigger levels</i></p> <p>Full details of the performance regime is Section B</p>   |
| <p>➤ <b>Key constraints</b></p> <p><i>Insert a concise summary of the constraints on the implementation and/or delivery of the Variation to the Supply</i></p> <p>Full details of the key constraints are in Section C</p>   |
| <p>➤ <b>Key dates/milestone dates</b></p> <p><i>Provide a timetable for the implementation of the Variation including key dates or milestone dates (including the deliverables or Supply that the Supplier must provide by each relevant key date or milestone date)</i></p> <p>Full details of the key dates and milestone dates are in Section D</p> |
| <p>➤ <b>Testing &amp; Assurance</b></p> <p><i>Insert summary of the key testing and assurance requirements</i></p> <p>Full details of the testing and assurance requirements are in Section E</p>  |
| <p>➤ <b>Intellectual Property Rights</b></p> <p><i>Insert summary of any new IPR created, Or state that no new IPR will be created as part of this Variation</i></p> <p>Full details of the Intellectual Property Rights requirements and verification levels are in Section F</p>   |
| <p>➤ <b>Charges and payment terms</b></p> <p><i>Insert summary of key payment terms</i></p> <p>Full details of the proposed payment terms are in Section G</p>   |

|   |         |
|---|---------|
| For the Company:<br>[Transport for London]<br>[insert name]<br>[insert job title] | Signed: |
|---|---------|

## Proposed Variation Notice

|  |                  |
|--|------------------|
| Variation No. [XXXX]   | Date [DD-MMM-YY] |
| <b>VARIATION TITLE:</b>  |                  |
| Supplier: [Inset Supplier name] (Contract name and reference no. to be included in header) |                  |

|                        |  |                           |                              |
|------------------------|--|---------------------------|------------------------------|
| <b>Project Manager</b> | <b>Service Delivery Manager</b>        | <b>Commercial Manager</b> | <b>Systems Manager</b>       |
| [Insert PM Name]       | [Insert Service Delivery Manager Name] | [Insert CM Name]          | [Insert System Owner's Name] |

| Summary  |
|--|
| <p>➤ <b>Scope of Variation to the Supply</b></p> <p><i>Insert a concise summary of the scope of the Variation to the Supply, including any specific deliverables to be provided by the Supplier</i></p> <p>Full details of the change to the Supply required are in Section A</p>  |
| <p>➤ <b>Performance Management</b></p> <p><i>Insert a concise summary of the changes to the performance regime including any new, or revised, SLA or performance regimes including any thresholds or trigger levels</i></p> <p>Full details of the performance regime is Section B</p>   |
| <p>➤ <b>Key constraints</b></p> <p><i>Insert a concise summary of the constraints on the implementation and/or delivery of the Variation to the Supply</i></p> <p>Full details of the Key constraints are in Section C</p>   |
| <p>➤ <b>Key dates/milestone dates</b></p> <p><i>Provide a timetable for the implementation of the Variation including key dates or milestone dates (including the deliverables or Supply that the Supplier must provide by each relevant key date or milestone date)</i></p> <p>Full details of the key dates and milestone dates are in Section D</p> |
| <p>➤ <b>Testing &amp; Assurance</b></p> <p><i>Insert summary of the key testing and assurance requirements</i></p> <p>Full details of the testing and assurance requirements are in Section E</p>  |
| <p>➤ <b>Intellectual Property Rights</b></p> <p><i>Insert summary of any new IPR created no new IPR will be created as part of this Variation</i></p> <p>Full details of the Intellectual Property Rights requirements and verification levels are in Section F</p>  |
| <p>➤ <b>Charges and payment terms</b></p> <p><i>Insert summary of key payment terms</i></p> <p>Full details of the proposed payment terms are in Section G</p>   |

For the Company:

[Transport for London]

[insert name]

[insert job title]

Signed:

## Supplier's Response

|   |                  |
|---|------------------|
| Variation No. [XXXX]  | Date [DD-MMM-YY] |
| <b>VARIATION TITLE:</b>   |                  |
| Supplier: [Inset Supplier name]   |                  |
| Contract name & reference number: [insert contract name & reference number as it appear on the front cover] |                  |

|                             |                                |
|-----------------------------|--------------------------------|
| Supplier's Project Manager: | Supplier Contract Manager:     |
| [Insert PM Name]            | [Insert Contract Manager Name] |

### Project Description

#### ➤ METHOD OF IMPLEMENTATION

Detail the implementation schedule with milestone dates.

#### ➤ FINANCIAL CONSEQUENCES (INCLUDING CHARGES AND SAVING)

Detail the financial consequences of implementing the Variation showing details of any pricing of the Variation including savings, project risk (with description), CAPEX and OPEX costs.

#### ➤ KEY COMMERCIAL ISSUES

Detail the impact of effecting the Variation on the provision of the Supply.

#### ➤ KEY CONSTRAINTS

Detail any constraints on the implementation and/or delivery of the Variation to the Supply

#### ➤ ASSUMPTIONS, DEPENDENCIES

Detail any anticipated Company and/or Third Party assumptions and dependencies.

#### ➤ PERFORMANCE MANAGEMENT

Detail the affect (if any) on the timing of the performance of other obligations under the Contract, including the affect (if any) on any relevant milestone dates.

#### ➤ RISKS

Assessment of risks associated with the Variation, including those contained in other areas of the project description

#### ➤ TESTING & ASSURANCE

Details how you plan to test and assure the Company that you will comply with the Contract obligations.

➤ INTELLECTUAL PROPERTY RIGHTS

Detail any new IPR created.

➤ EXTERNAL INTERFACES

Detail the interfaces with TfL or Third Party systems.

|   |         |
|---|---------|
| For the Supplier:<br>[Supplier name]<br>[insert name]<br>[insert job title] | Signed: |
|---|---------|

## Supplier's Proposal Notice

|   |                  |
|---|------------------|
| Proposal Ref No. [XXXX]   | Date [DD-MMM-YY] |
| <b>PROPOSAL TITLE:</b>  |                  |
| Supplier: [Inset Supplier name]   |                  |
| Contract name & reference number: [insert contract name & reference number as it appear on the front cover] |                  |

|                             |                                |
|-----------------------------|--------------------------------|
| Supplier's Project Manager: | Supplier Contract Manager:     |
| [Insert PM Name]            | [Insert Contract Manager Name] |

### Project Description

#### ➤ REASON FOR PROPOSAL

Details the business need for the proposal

#### ➤ METHOD OF IMPLEMENTATION

Detail the implementation schedule with milestone dates.

#### ➤ FINANCIAL CONSEQUENCES (INCLUDING CHARGES AND SAVING)

Detail the financial consequences of implementing the Variation showing details of any pricing of the Variation including savings, Project risk (with description), CAPEX and OPEX costs.

#### ➤ KEY COMMERCIAL ISSUES

Detail the impact of effecting the Variation on the provision of the Supply.

#### ➤ KEY CONSTRAINTS

Details any constraints on the implementation and/or delivery of the Variation to the Supply

#### ➤ ASSUMPTIONS, DEPENDENCIES

Detail any anticipated Company and/or Third Party assumptions and dependencies.

#### ➤ PERFORMANCE MANAGEMENT

Detail the affect (if any) on the timing of the performance of other obligations under the Contract, including the affect (if any) on any relevant milestone dates.

#### ➤ RISKS

Assessment of risks associated with the Variation, including those contained in other areas of the Project Description

➤ TESTING & ASSURANCE

Detail how you plan to test and assure the Company that you will comply with the Contract obligations.

➤ INTELLECTUAL PROPERTY RIGHTS

Detail any new IPR created.

➤ EXTERNAL INTERFACES

Detail the interfaces with TfL or Third Party systems.

|   |         |
|---|---------|
| For the Supplier:<br>[Supplier name]<br>[insert name]<br>[insert job title] | Signed: |
|---|---------|



## Authority to Proceed

|  |                  |
|--|------------------|
| Variation No. [XXXX]   | Date [DD-MMM-YY] |
| <b>VARIATION TITLE:</b>  |                  |
| Supplier: [Inset Supplier name] (Contract name and reference no. to be included in header) |                  |

|                        |  |                           |                              |
|------------------------|--|---------------------------|------------------------------|
| <b>Project Manager</b> | <b>Service Delivery Manager</b>        | <b>Commercial Manager</b> | <b>Systems Manager</b>       |
| [Insert PM Name]       | [Insert Service Delivery Manager Name] | [Insert CM Name]          | [Insert System Owner's Name] |

Please Refer to Proposed Variation Notice dated [Insert Date] and Supplier's Response dated [Insert Date].  
 Authority is hereby given for the implementation of the Variation set out below.

| Summary  |         |
|--|---------|
| <p>➤ <b>Summary of changes to the Supply</b></p> <p><i>Insert a concise summary of the changes to the deliverables</i></p> <p>Full details of the change to the Supply required are in Section A</p>   |         |
| <p>➤ <b>Value of Variation</b></p> <p><i>Insert value</i></p> <p>Full details of the performance regime is Section B</p>   |         |
| <p>➤ <b>Amended Terms</b></p> <p><i>Insert summary of any changes agreed subsequent to the Supplier's Response. This is to include key constraints, key dates, assurances, IPR and performance management.</i></p> <p>Full details of the Amended Terms are in Section C</p> |         |
| <p>➤ <b>Payment terms</b></p> <p><i>Insert summary of key payment terms</i></p> <p>Full details of the key dates and milestone dates are in Section D</p>  |         |
| For the Company:<br>[Transport for London]<br>[insert name]<br>[insert job title]  | Signed: |

## Required Variation Settlement Notice

|  |                                  |
|--|----------------------------------|
| Variation No. [XXXX]   | Date [DD-MMM-YY]                 |
| VARIATION TITLE:   |                                  |
| Supplier: [Inset Supplier name] (Contract name and reference no. to be included in header) |                                  |
| Company Project Manager:   | Company Commercial Manager:      |
| [Insert PM Name]   | [Insert Commercial Manager Name] |

➤ Nature of issue

Company to detail the nature of the issue which is the subject of the Required Variation Settlement Notice

➤ Agreed Variation terms

Company to detail the terms of the Variation as agreed by the Parties in accordance with Clause 36 (Dispute Resolution Procedure)

|   |         |
|---|---------|
| For the Company:<br>[Transport for London]<br>[insert name]<br>[insert job title] | Signed: |
|---|---------|

## Withdrawal Notice

|                                 |                                  |
|---------------------------------|----------------------------------|
| Variation No. [XXXX]            | Date [DD-MMM-YY]                 |
| VARIATION TITLE:                |                                  |
| Supplier: [Inset Supplier name] |                                  |
| Company Project Manager:        | Company Commercial Manager:      |
| [Insert PM Name]                | [Insert Commercial Manager Name] |

Dear [Supplier Contract Manager],

RE: [Contract name and date]

We are hereby withdrawing Variation [Variation no.] – [Title] with immediate effect. Please cease implementation of the Variation and update your records accordingly.

[Please advise whether any abortive costs have been incurred and, if so, provide full details of such costs within 10 Business Days. - ***Not to be used for Proposed Variations unless an Authority to Proceed has already been issued***]

Copy to: [Company Contract Manager], [Company Project Manager]

|   |         |
|---|---------|
| For the Company:<br>[Transport for London]<br>[insert name]<br>[insert job title] | Signed: |
|---|---------|

## **SCHEDULE 15: QUENSH**

Provided as Attachment 3

## SCHEDULE 16: HANDBACK OF SUPPLY

### 1. Introduction

#### 1.1. Scope & Purpose

##### 1.1.1. This Schedule 16 (Handback of Supply):

1.1.1.1. sets out the strategy to be followed on handback of the Supply (or supplies similar to the Supplies), where appropriate to the Company and/or any Successor Operator(s) nominated by the Company; and

1.1.1.2. requires the Supplier to support an orderly, controlled handover of responsibility for the provision of the Supply from the Supplier to the Company and/or any Successor Operator(s) (as applicable), at the Company's direction, with the minimum of disruption and so as to prevent or mitigate any inconvenience to the Company by means of the implementation of the Handback Plan.

1.1.2. It is recognised that the Contract needs to make provision for the Company and/or Successor Operator(s) not only to take responsibility for any supplies that are the same as the Supplies, but also to provide supplies which are similar to the Supplies (or any of the activities comprised within them) and/or which have the same or similar use, function, or application as the Supplies (in whole or part) or their outputs. This Schedule 16, and in particular references to "Handback of the Supplies" "supplies similar to the Supplies" and similar expressions shall be interpreted accordingly.

### 2. Handback

#### 2.1. Handback Plan

2.1.1. The "**Handback Plan**" shall, in relation to all aspects of the handover of the Supplies (or supplies similar to the Supplies) to the Company and/or any Successor Operator(s), include details of the following as a minimum:

2.1.1.1. the organisation arrangements including roles and responsibilities for specific individuals and the allocation of resources for the Supplies (or supplies similar to the Supplies) and an organisational chart clearly showing how the Supplies are provided (including details of Sub-Contractors and the element of the Supplies provided by any Sub-Contractors);

- 2.1.1.2. the rationale considered and any assumptions made in developing the Handback Plan;
- 2.1.1.3. the interface arrangements with the Company, any Interfacing Parties, or any other person;
- 2.1.1.4. a complete breakdown of all tasks and workstreams structured by the Supply as reasonably required by the Company;
- 2.1.1.5. the handback process for the Supply and the function of each of the foregoing;
- 2.1.1.6. time frames with milestones for the transfer of the provision of the Supplies (or supplies similar to the Supplies) from the Supplier to the Company and /or any Successor Operator(s) and transfer of or access to Data to the Company and/or any Successor Operator(s);
- 2.1.1.7. implications of the transfer of the relevant Supplies (or supplies similar to the Supplies) including any applicable third party software licences and configurations for the Supplier's requirements under the performance regimes;
- 2.1.1.8. details of the transfer of assets, where appropriate and a timetable for the handback of relevant assets including all Company Assets;
- 2.1.1.9. the approach to access to and the transfer of Intellectual Property Rights and Data, including provisions for enhanced information exchange and knowledge transfer to assist the Company personnel and/or any Successor Operator(s) to understand and operate the Supply and Supplies (or supplies similar to the Supplies);
- 2.1.1.10. details regarding the transfer of the relevant Supplier Personnel, as required by TUPE, and information regarding all the Supplier Personnel who are engaged in the performance of the Supplier's obligations under the Contract and such other information as set out at Clause 41A (TUPE), and ongoing access to Key Personnel or any other personnel who the Company considers key for a smooth transition of Supplies (or supplies similar to the Supplies) to the Company and/or any Successor Operator(s);
- 2.1.1.11. all relevant Data regarding the Supplies including Supplier information in such form as the Company and/or any Successor Operator(s) may reasonably require;

- 2.1.1.12. a description of the processes for the recording and storage of all the information referred to in paragraph 2; and
- 2.1.1.13. such other details or information as the Company may reasonably require.
- 2.1.2. The Handback Plan shall, in accordance with the process set out in paragraphs 2.1.3 to 2.1.5 below:
  - 2.1.2.1. make reasonable assumptions using the Supplier's experience under the Contract as to how the Supplies can be transferred to the Company and/or any Successor Operator(s) (at the Company's direction), with details of mitigation actions until such time when the Company and/or any Successor Operator(s) have defined what such arrangements will be implemented by the Company and/or any Successor Operator(s) in any future Company and/or Successor Operator(s) transition plan(s); and
  - 2.1.2.2. detail all the ongoing project and Programme type activities relating to this Contract.
- 2.1.3. The Supplier shall submit a draft Handback Plan to the Company no later than the earlier of two (2) years after the Start Date or as required by the Company in relation to termination of the Contract. The Supplier shall finalise the Handback Plan:-
  - 2.1.3.1. not later than two (2) years and six (6) months after the Start Date, taking due account of the Company's comments;
  - 2.1.3.2. or as required by the Company in relation to a termination of the Contract pursuant to Clause 39 (Termination) (as applicable).
- 2.1.4. Save as specified in any Successor Plan, all Handback Plans delivered to the Company shall:
  - 2.1.4.1. in respect of the first Handback Plan due by the Supplier:
    - 2.1.4.1.1. cater for all Supplies to have a phased End Date;
    - 2.1.4.1.2. unless otherwise specified by the Company, be based on handback to a single member of the TfL Group or Successor Operator; and
    - 2.1.4.1.3. be based on any other information reasonably specified by the Company and/or where necessary any other reasonable assumptions

(which shall be explicitly set out in the Handback Plan); and

2.1.4.2. in respect of each Handback Plan thereafter, cater for different Supplies having phased or staggered End Dates to the extent specified by the Company in the most recent Successor Plan.

2.1.5. The Supplier shall, as soon as reasonably practicable and in any event within two (2) months of the first Successor Plan being provided to it, deliver to the Company an updated Handback Plan which shall reflect such Successor Plan. Thereafter, the Supplier shall, within one (1) month following its receipt of a change to the Successor Plan, review, update and submit to the Company for approval a revised Handback Plan which reflects such revised Successor Plan.

2.1.6. The Supplier shall consult fully with the Company in relation to the preparation of each version of the Handback Plan, and shall take full account of the Company's comments.

2.1.7. The Supplier shall, within fourteen (14) days of receipt of a notification from the Company, amend the latest Handback Plan to correct identified non-conformities, incorporate any other comments or feedback from the Company and resubmit it to the Company. The Company shall, within fourteen (14) days of resubmission of the Handback Plan, notify the Supplier of any remaining or new non-conformities. Subject to Clause 36 (Dispute Resolution) and without limiting the Company's right to issue a Required Variation (including in relation to any aspect of the Handback Plan), the procedure in this paragraph 2.1.7 shall be repeated twice or until the Handback Plan is free from non-conformities and agreed and confirmed by the Company in writing, whichever is the earlier.

## 2.2. Handback Programme

2.2.1. The Supplier shall prepare the "**Handback Programme**" and deliver it to the Company with each Handback Plan. The Handback Programme shall be consistent with the most up to date Handback Plan and shall detail the Supplier's recommended approach, assumptions, sequencing, responsibilities and timescales for the handback of all Supplies (or supplies similar to the Supplies). The Handback Programme shall be updated to reflect the comments of the Company and any changes to the Handback Plan and any revised version of the Handback Programme shall be delivered to the Company with each update of the Handback Plan or, where no such Handback Plan is to be provided, such date as may be stipulated by the Company.



- 2.2.2. When developing the Handback Plan, the Supplier shall, unless otherwise directed in writing by the Company, assume that handback will be to an organisation similar in capability to the Supplier and will not necessitate significant changes to the Supplies.
- 2.2.3. The Supplier shall consult fully with the Company in relation to the preparation of the Handback Programme, and shall take full account of the Company's comments in accordance with paragraph 2.2.4.
- 2.2.4. The Supplier shall, within five (5) days of receipt of a notification from the Company, amend the Handback Programme to correct identified non-conformities, incorporate any other comments or feedback from the Company which may include feedback from any Successor Operator(s), and resubmit it to the Company. The Company shall, within five (5) days of resubmission of the Handback Programme, notify the Supplier of any remaining or new non-conformities. Subject to Clause 36 (Dispute Resolution) and without limiting the Company's right to issue a Required Variation (including in relation to any aspect of the Handback Plan, the procedure in this paragraph 2.2.4 shall be repeated until the Handback Programme is free from non-conformities, agreed and confirmed by the Company in writing.
- 2.2.5. The Handback Programme shall clearly identify when consultation shall begin for any Supplier Personnel who may be subject to TUPE and how this process should be managed if these people are to be transferred on or before the Expiration Date.
- 2.2.6. The Handback Programme shall detail all of the work-streams, activities and timescales identified in the Handback Plan.

### 3. Systems Integrator Role

- 3.1. Where relevant, the Supplier shall retain the role of system integrator until the Expiration Date or such earlier End Date as may be specified by the Company.

### 4. Reports and Meetings

#### 4.1. Handback Status Report

- 4.1.1. The Supplier shall provide a report (a "**Handback Status Report**") in the form of a RAG (being Red, Amber or Green) document which shall provide detailed status information on the handback activities identified in the Handback Plan and Handback Programme. The RAG document shall identify the relevant activity, a description of the activity, the lead person in charge of the activity, its RAG scoring (according to scoring criteria reasonably requested by the Company) and a commentary explaining the current status and

reasons supporting the RAG scoring. The commentary shall also describe the dependencies on the Company, and/or any third parties and provide a detailed description of what they are required to do.

4.1.2. The Handback Plan, Handback Programme and Handback Status Report shall be ordered in the same sequence and be cross referenced with common activity identifiers and descriptions. The Supplier shall endeavour to structure these documents and reference the handback activities in a structured manner as and where reasonably required by the Company.

4.1.3. The Handback Status Report shall identify any dependencies or points of demarcation in relation to the handback of Supplies.

4.1.4. The Supplier shall update the Handback Status Report and deliver it to the Company at least every time when the Handback Plan and/or Handback Programme is updated to reflect the risks associated with the handback and record mitigation actions and fall back positions in case of operational difficulties during the Handback Period.

#### 4.2. Performance Reports and Meetings

4.2.1. The Supplier shall report on progress of handback in the Supply Performance Report and matters affecting handback shall be discussed at the relevant contract review meeting.

4.2.2. As the volume of work increases, the Company shall at a time of its choosing convene a dedicated handback progress group ("**Handback Review Group**") (such meetings of the Handback Review Group being "**Handback Review Meetings**").

4.2.3. The purpose of the Handback Review Group is to oversee and provide overall direction in relation to handback and such group shall meet in accordance with the Company's reasonable requirements.

---

## **SCHEDULE 17: IPR MANAGEMENT**

### **1. Introduction**

#### **1.1. Scope & Purpose**

1.1.1. This Schedule 17 (IPR Management) sets out the requirements for the Supplier to develop an IPR Management Plan for the management of Intellectual Property Rights. Nothing in this Schedule shall affect the provisions relating to IPR contained in Clause 34 (Intellectual Property).

1.1.2. The Documentation to be submitted by the Supplier pursuant to this Schedule will be used to provide testing and assurance to the Company that the Supplier is fulfilling its contracted obligations with respect to the management of IPR issues as described in Clause 34 (Intellectual Property) and making available and visible all types of Proprietary Tools and Handback Items as required under this Contract. The Supplier acknowledges the principal requirements of this process are as follows:

- (a) the development and delivery of the IPR Management Plan;
- (b) the availability and visibility to the Company of information relating to all categories of IPR used in connection with the Supply which shall include the development and maintenance of the IPR Register;
- (c) the development and maintenance of the IPR Plan;
- (d) the depositing of Depositable IPR in the Company Depository;
- (e) the provision of support for the IPR Verification Exercises carried out by the Agent or other nominees;
- (f) the availability and visibility of all necessary information relating to Proprietary Tools and Handback Items, and including the development and maintenance of the Proprietary Tools Register and the Handback Items Register.

#### **1.2. Documents to be submitted by the Supplier**

1.2.1. The Supplier shall prepare or update (as applicable), submit to the Company for testing and assurance and maintain the following documents in accordance with the provisions of this Schedule:

- (a) the IPR Management Plan;

- (b) the IPR Register;
- (c) the IPR Plan;
- (d) the Proprietary Tools Register; and
- (e) the Handback Items Register.

## 2. IPR Management Processes

### 2.1. IPR Management Plan

- 2.1.1. The Supplier shall prepare or update (as applicable), submit and maintain the "**IPR Management Plan**" for testing and assurance which shall set out the framework within which the Supplier shall manage Intellectual Property Rights to fulfil its contractual obligations as detailed in Clause 34 (Intellectual Property) and the requirements of this Schedule.
- 2.1.2. The IPR Management Plan shall as a minimum describe the process for:
  - (a) logging details in, and maintaining, the IPR Register;
  - (b) lodging the Depositable IPR in relation to the Supply (excluding Proprietary Tools) in the Company Depository;
  - (c) conducting the IPR Verification Exercises; and
  - (d) allocating roles and responsibilities.

### 2.2. IPR Register

- 2.2.1. The Supplier shall prepare or update (as applicable), submit and maintain the "**IPR Register**" for testing and assurance. The IPR Register shall include the following minimum information with respect to all Intellectual Property Rights used in or in connection with or relating to the (excluding any Intellectual Property Rights subsisting in Proprietary Tools or Handback Items):
  - (a) the unique reference ID, referred to in paragraph 2.6.1, for each element;
  - (b) the type of each Intellectual Property Right:
    - (i) patent;
    - (ii) patent application;
    - (iii) registered design;

- 
- (iv) registered trade mark;
  - (v) copyrighted software;
  - (vi) copyrighted software library;
  - (vii) Third Party IPR licence/agreement;
  - (viii) copyrighted specification;
  - (ix) copyrighted guide/manual; or
  - (x) if none of the above types are applicable, a free-text description of the relevant Intellectual Property Right;
- (c) the details of the legal and beneficial owner and the basis on which these are owned;
  - (d) the licensee(s);
  - (e) the date the entry was added to the IPR Register;
  - (f) whether Intellectual Property Rights relate to any element of the Supply which is Commercial Off-The-Shelf and/or is subject to any open source licence referred to under Clause 34 (Intellectual Property);
  - (g) when those Intellectual Property Rights were created if they were created after the Start Date and, where reasonably possible, if they were created before the Start Date;
  - (h) details of whether Intellectual Property Rights were created either:
    - (i) prior to the Start Date; or
    - (ii) under or in connection with this Contract;
  - (i) associated references for the entry (e.g. any licence agreement associated with software or patent, the licence number where the IPR is a Third Party IPR licence, the patent number and territory in which the patent is granted where the IPR is a patent); and
  - (j) all additions, deletions or modifications to the entry (which shall be highlighted).

2.2.2. The IPR Register shall be updated by the Supplier and issued to the Company ten (10) Business Days in advance of each IPR Review Committee meeting. Where the Supplier fails to submit the IPR Register in accordance with this paragraph, Schedule 8 (Supplier Performance) shall apply.

---

### 2.3. The IPR Plan

The Supplier shall prepare or update (as applicable), submit and maintain a detailed IPR Plan in accordance with the requirements for Depositable IPR set out in Schedule 2 (Programme and for assurance. If the Supplier fails to comply with this obligation, Schedule 8 (Supplier Performance) shall apply.

### 2.4. The IPR Deposit

2.4.1. The Supplier shall deposit all Depositable IPR in connection with the Supply into the Company Depository in accordance with the requirements of the Contract and for assurance but excluding the Handback Items and Proprietary Tools.

2.4.2. The Supplier shall deposit all new Depositable IPR in connection with the Supply (but excluding Handback Items and Proprietary Tools) within twelve (12) months from the Start Date and update such IPR at least every three (3) months thereafter. The Supplier shall notify the Company in writing within ten (10) Business Days of each such deposit being made.

#### 2.4.3. The Supplier shall:

- (a) ensure that all Depositable IPR deposited or to be deposited in the Company Depository from time to time:
  - (i) includes all human-readable and non-human readable versions of that IPR; and
  - (ii) is on media suitable to enable a reasonably skilled programmer, technician or analyst to access and use the deposited Depositable IPR, and which is acceptable to the Company.
- (b) in respect of any Third Party object code, executables, application interfaces ("APIs") and all libraries that the Supplier deposits or is required to deposit in the Company Depository, ensure that it has full right and authority to do so;
- (c) deliver with each deposit of Depositable IPR a complete list and reference of all the contents of that deposit in a form acceptable to the Company in its absolute discretion and in a human-readable and searchable electronic format, which shall include as a minimum the following information:
  - (i) details of the deposit including its full name (i.e. the original name together with any new names given to the applicable Depositable IPR by the Company and/or the Supplier), version details, media type, backup command/Software used, compression used,

- 
- archive hardware and operating system details;
- (ii) password/encryption details required to access the deposited Depositable IPR; and
  - (iii) identification (using the searchable keyword "CHANGED") of where any Depositable IPR deposit has been added, removed or modified with respect to any previous Depositable IPR deposit;
- (d) deliver a replacement copy of deposited Depositable IPR specified in a notice served upon it by the operator from time to time of the Company Depository within fourteen (14) days of receipt of such notice;
- (e) if requested by the Company, deposit a backup copy of the object code, executables, APIs and all libraries (subject to the Supplier having such rights to do so) of any Third Party software package required to access or otherwise use the deposited Depositable IPR;
- (f) ensure that the method of Depositable IPR deposit to the Company Depository shall meet the Company's reasonable requirements for information security, including authentication, confidentiality and integrity, which shall include, but not be limited to, the following requirements:
- (i) all deposited Depositable IPR shall be encrypted when in transit and where practical, also in storage, in accordance with a method that is approved in writing by the Company;
  - (ii) the Company's preferred method of encryption referred to in paragraph 2.4.3(f)(i) above (which may be revised at the Company's discretion) is that the Company, the operator from time to time of the Company Depository and the Supplier will each have a PGP public/private key pair. The public keys will be distributed by secure physical means to each of the Company, the Supplier and the operator from time to time of the Company Depository and the Supplier will sign all Depositable IPR deposits with its private key and encrypt them using the public keys of both the Company and the operator from time to time of the Company Depository; and
  - (iii) in relation to any deposited Depositable IPR which constitutes Security Materials, the Company may request that the Supplier uses a separate PGP public/private key pair for all or some of those

---

Security Materials;

- (g) ensure that the form of Depositable IPR deposit is structured to represent the logical hierarchy of the Supply and allows for ease of access, retrievability and verification, as specified by the Company from time to time. Scanned or otherwise captured images of documents shall only be used for the Depositable IPR deposit in circumstances where no electronic source document exists, unless otherwise agreed by the Company in writing;
- (h) not instruct or authorise the operator of the Company Depository from time to time to remove or destroy any existing Depositable IPR deposit (whether added to, amended, updated or replaced pursuant to this Schedule or not) without the Company's prior written consent;
- (i) ensure that, where the Supplier is obliged pursuant to this Contract to add to, amend, update or replace all or any part of an existing IPR deposit contained on a single item of media, then the Supplier shall replace that single item of media with a single item of media containing the additional, amended, updated or replaced IPR as well as all other existing IPR that was contained on the replaced item of media; and
- (j) ensure that, where the Supplier is obliged pursuant to this Contract to remove part of an existing IPR deposit contained on a single item of media, then the Supplier shall replace that single item of media with a single item of media that does not contain the relevant IPR but does contain all other existing IPR that was contained on the replaced item of media.

2.4.4. Without prejudice to Clause 23 (Records, Manuals, Audit and Inspection):

- (a) the Supplier will fully co-operate with the Company, each Agent and the operator from time to time of the Company Depository in relation to the deposit of Depositable IPR, IPR Verification Exercises and testing the deposit mechanism or revisions to it; and
- (b) the Company may from time to time carry out information security audits on each Agent and/or Supplier and the Supplier will fully co-operate with such the Company audits.

2.4.5. The Supplier acknowledges and agrees that:

- (a) the Company may, at its discretion, consult with the Supplier and agree such terms as it considers fit with each Agent in



---

relation to the carrying out of IPR Verification Exercises, including in respect of access to and timings for release of IPR to the Company and/or Third Parties (subject to the provisions of Clause 34 (Intellectual Property)); and

- (b) it shall not enter into or require any agreement (including a non-disclosure or confidentiality agreement) with any Agent (or other the Company nominee), or block, delay or hinder any IPR Verification Exercise and/or the deposit of Depositable IPR in accordance with this Contract (including with respect to any off-site or on-site access or involvement by the Company or any Third Party relating to Supplier or Sub-Contractor premises required in relation to such verification or deposit, subject to the Company (or its nominee) giving the Supplier reasonable notice).

## 2.5. IPR Verification Exercises

- 2.5.1. Without prejudice to Clauses 23 (Records, Manuals, Audit and Inspection) and 34 (Intellectual Property), in order to ensure that the Depositable IPR deposits made by the Supplier into the Company Depository are an accurate representation of the IPR required for the Supply, the Company may from time to time itself or using the Agent or another competent Third Party of its choosing carry out "IPR Verification Exercises" to ensure that the IPR complies with the requirements of the Contract and, in particular, that a competent Third Party could, if requested by the Company, use the Depositable IPR for the purposes set out in Clauses 34.4, 34.8 and 34.10 of the Contract.
- 2.5.2. The Supplier shall co-operate with the Company, its Agent or other nominee to describe to the Company, its Agent or other nominee the Software development, simulation and test environments relevant for performing the Supply.
- 2.5.3. The Supplier shall co-operate with the Company, its Agent or other nominee as reasonably required to carry out any IPR Verification Exercises and to make appropriate test facilities available to enable the Company, its Agent or other nominee to perform the Supply pursuant to any IPR Verification Exercises.
- 2.5.4. If any discrepancies are identified by an Agent or the Company's nominee, then the Supplier shall promptly make good the Depositable IPR deposit at the earliest opportunity or, as a minimum, by the time of the next deposit.
- 2.5.5. Any disputes shall initially be referred to the IPR Review Committee meeting.

2.5.6. Subject to paragraph 2.5.7, the Company shall bear the costs of each Agent in respect of any IPR Verification Exercise.

2.5.7. If a discrepancy is identified which is demonstrated to have arisen from the Supplier's failure to fulfil its obligations under Clause 34 (Intellectual Property) or this Schedule 17 (IPR Management) the Supplier shall assume all costs:

- (a) of the Agent(s) from the date on which the discrepancy was first identified; and
- (b) associated with remedying the failure and any subsequent further verification which the Company may reasonably require.

2.6. Proprietary Tools Register

2.6.1. The Supplier shall prepare or update (as applicable), submit and maintain the "**Proprietary Tools Register**" for assurance which shall include the following minimum information with respect to each type of Proprietary Tool (the level of detail for each type to be reasonably determined by the Company):

- (a) the unique reference ID;
- (b) the description of the entry (if the entry is a document, the description will be the title of the document);
- (c) the details of the legal and beneficial owner and the basis on which these are owned;
- (d) the date the entry was added to the Proprietary Tools Register;
- (e) all additions, deletions or modifications to the entry (which shall be highlighted);
- (f) the functional area (e.g. field operations, stores, workshop);
- (g) the purpose; and
- (h) the alternatives to use (e.g. the Company purchase on open market).

2.6.2. The Proprietary Tools Register shall be updated and provided to the Company by the Supplier within two (2) months following the Start Date and thereafter at least every six (6) months following the anniversary of the Start Date. If the Supplier fails to comply with this obligation Schedule 8 (Supplier Performance) shall apply.

2.6.3. In the event that the Company disagrees with the Supplier's

---

designation of any Intellectual Property Rights as Proprietary Tools or in relation to any entry on the Proprietary Tools Register, the Parties agree that any such disputes will be determined in accordance with Clause 36 (Dispute Resolution).

2.7. Handback Items Register

2.7.1. The Supplier shall prepare, submit and maintain the "**Handback Items Register**" for assurance in accordance with this paragraph 2.7. The Handback Items Register shall include the following minimum information with respect to each type of Handback Item (the level of detail for each type to be reasonably determined by the Company):

- (a) the unique reference ID;
- (b) the description of the entry (if the entry is a document, the description will be the title of the document);
- (c) the number/quantity per type;
- (d) the date the entry was added to the Handback Items Register; and
- (e) all additions, deletions or modifications to the entry (which shall be highlighted).

2.7.2. The Handback Items Register shall be provided to the Company by the Supplier within twelve (12) months following the Start Date and then provided and updated thereafter at least every six (6) months following the anniversary of the Start Date. If the Supplier fails to comply with this obligation Schedule 8 (Supplier Performance) shall apply.

2.8. Document Review and Updating

2.8.1. The Supplier shall review and update the IPR Management Plan for assurance at least every twelve (12) months from the anniversary of the Start Date through to the Expiration Date. If the Supplier fails to comply with this obligation Schedule 8 (Supplier Performance) shall apply.

2.8.2. All deliverables under this Schedule (e.g. IPR Management Plan, IPR Register, Proprietary Tools Register and Handback Items Register) shall be issue controlled and changes from the previous version shall be clearly identified.

2.8.3. The Supplier shall identify and explain the reasons for the changes and linking these where applicable to either:

- (a) changes referencing specific Variations;

- (b) changes initiated or undertaken by the Supplier; or
- (c) remedial actions following the Company verification exercises or audits.

2.8.4. IPR can only be removed by the Supplier from the IPR Register if approved by the IPR Review Committee meeting.

### **3. Reports and Meetings**

#### **3.1. IPR Review Committee meetings**

3.1.1. The IPR Review Committee meeting shall be held every three (3) months following the Start Date and following achievement of the Depositable IPR Milestone, every six (6) months. Additionally, the Company shall have the right to call a meeting of the IPR Review Committee within twenty (20) Business Days of:

- (a) the completion of each material change or Variation to the Supply; and
- (b) the Expiration Date.

3.1.2. Such meetings shall take place at a location to be determined by the Company and notified to the Supplier no later than five (5) Business Days in advance of such IPR Review Committee meeting taking place.

3.1.3. The IPR Review Committee shall comprise five (5) persons: two (2) representatives from each of the Company and the Supplier and shall include the Contract Manager or his delegated representative.

3.1.4. The Supplier and the Company shall each nominate their lead representative to co-ordinate IPR matters.

3.1.5. At each meeting, the IPR Review Committee shall:

- (a) review the Intellectual Property Rights added to and removed from the IPR Register since the last meeting and updates to the IPR Plan; and
- (b) review the Proprietary Tools Register and Handback Items Register.

3.1.6. The IPR Review Committee shall determine which category any new Intellectual Property Rights fall within, including:

- (a) Commercial Off-The-Shelf and/or subject to any open source licence referred to under Clause 34 (Intellectual Property);
- (b) Foreground IPR;

- 
- (c) the Company Background IPR;
  - (d) the Company Corporate IPR; and/or
  - (e) Licensed Materials,

acknowledging that tangible IPR may fall into more than a single category and the determination of the IPR Review Committee shall be recorded on the IPR Register.

- 3.1.7. At each of its meetings, the IPR Review Committee shall decide what Depositable IPR (excluding Proprietary Tools and Handback Items) it will be necessary for the Supplier to deposit with the Agent (or other Third Party nominated by the Company to operate and manage the Company Depository) in order that the total Depositable IPR (excluding Proprietary Tools and Handback Items) so deposited provides adequate information and instruction for the purpose of meeting the Company's IPR management requirements under this Schedule, and the Supplier shall carry out all such remedial actions as the IPR Review Committee may determine in order to meet these requirements.
- 3.1.8. Subject to the provisions of Clause 35 (Confidentiality and Announcements), each Party shall provide all information and Documentation reasonably requested by the other Party in order for the IPR Review Committee to decide the nature of each Intellectual Property Right and to identify the Depositable IPR required to be deposited by the Supplier with the Agent.
- 3.1.9. The Supplier shall provide to the IPR Review Committee any published or unpublished patent applications made by the Supplier Group or patents pending relating to the Supply.

## SCHEDULE 18: FORM OF CONFIDENTIALITY UNDERTAKING

### Confidentiality Undertaking

This confidentiality undertaking is entered into on 20[●] between:

- (1) [Transport for London a statutory corporation established under the Greater London Authority Act 1999 of Windsor House, 42-50 Victoria Street, London, SW1H 0TL / *[[insert Supplier name]* (company registration [●]) whose registered office is at [●]] (the "Disclosing Party"); and *[Drafting Note: Delete as applicable depending on whether TfL is disclosing information or whether the Contractor is disclosing information.]*
- (2) *[insert details of recipient party]* (the "Recipient").

#### 1. Definitions

In this confidentiality undertaking the following words and expressions shall have the meanings given to them below:

"Confidential Information" means:

- (a) all information, data and any materials of whatever nature in any form, including documentary, electronic and oral form (the "Materials") and all notes, memos, analyses, evaluations, studies and other records which are derived from or incorporate any of the Materials and which:
  - (i) is/are marked as proprietary and confidential;
  - (ii) is/are by its/their very nature confidential; or
  - (iii) may otherwise reasonably be regarded as confidential;
- (b) [all Materials contained or embodied in any documentation relating to the Disclosing Party's transportation, ticket issue, validation, fare and revenue collection and enforcement system including, without limitation, IPR registers, asset registers, contract registers, handback items registers and proprietary tools registers] *[Drafting Note: Delete if not applicable.];* and
- (c) any other information about the business, undertaking or affairs of the Disclosing Party[, Transport for London] *[Drafting Note: Delete if not applicable.]* or any subsidiary undertaking thereof that is not in the public domain,

and in all instances including, without limitation, Intellectual Property Rights of the Disclosing Party or its third party licensors, in each case, disclosed, made known, or made available directly or indirectly, to the Recipient or to any Permitted

Recipient by the Disclosing Party[, Transport for London] *[Drafting Note: Delete if not applicable.]* or any subsidiary undertaking thereof or any of its third party licensors whether before or after the date of this confidentiality undertaking, in connection with or relating to the Project or the business or affairs of the Disclosing Party and its employees and/or contractors;

**"Intellectual Property Rights"** means means any patents, rights to inventions, trade marks, service marks, trade names and domain names, rights in get-up, rights in goodwill and to sue for passing off, unfair competition rights, rights in designs, copyright and related rights, rights in computer software, database rights, moral rights, confidential information, commercial information and technical information (including Know-How), research and development data, manufacturing methods and data, specifications and drawings, formulae, algorithms, prototypes and research materials, and other intellectual property rights, whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, anywhere in the world;

**"Permitted Purpose"** means [●] *[Drafting Note: Specify permitted purpose(s) as applicable.];*

**"Permitted Recipient"** means [directors,] [officers,] [employees,] [auditors,] [advisers,] [contractors,] [sub-contractors,] [agents] [and] [consultants] of the Recipient who reasonably require access to the Confidential Information for the Permitted Purpose *[Drafting Note: Delete as applicable, but no further recipients should be added to the list.].*

**"Project"** means [●] *[Drafting Note: Specify applicable project.].*

## 2. Confidentiality

2.1.1 In consideration of the receipt of the Confidential Information, the Recipient acknowledges that such information is of a proprietary and confidential nature and undertakes to the Disclosing Party that:

- (A) it will comply or, as appropriate, procure compliance with the obligations and undertakings set out in this confidentiality undertaking;
- (B) it shall receive and maintain the Confidential Information at all times secret and in strictest confidence and ensure that the Confidential Information is protected with the degree of care and security measures that the Recipient would apply to its own confidential information;
- (C) it will not make or permit any use of the Confidential Information or any part of it except for the Permitted Purpose;
- (D) it shall not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party, except that it is entitled to

---

disclose the Confidential Information to Permitted Recipients, provided that the Recipient ensures that any Permitted Recipient to whom access to the Confidential Information is to be given is fully aware of the Recipient's obligations and undertakings under this confidentiality undertaking and the Recipient shall procure that each Permitted Recipient complies with such obligations and undertakings as though the Permitted Recipient were a party to this confidentiality undertaking;

- (E) it will not remove or tamper with any disclaimer or proprietary notice or other marking on the Confidential Information;
- (F) it shall not disclose to any third party the nature or content of any discussions or negotiations between the parties relating to the Confidential Information, unless with the prior written consent of the Disclosing Party or where provided under Clause 2.1.1.(c) above[; and]
- (G) [it shall not disclose to any third party any information about the tendering procedure adopted by the Disclosing Party in connection with the Project or any details relating to the status of any negotiations between the Disclosing Party and the Recipient other than the fact that the Recipient is investigating the possibility of submitting, or has submitted, a tender proposal in connection with the Project]. [*Drafting Note: Delete if not applicable.*]

2.1.2 The obligations set out in Clause 2.1.1 do not apply to any Confidential Information that:

- (A) the Recipient can show was in its lawful possession and at its free disposal independent of the disclosure to the Recipient by the Disclosing Party;
- (B) is lawfully disclosed to the Recipient, without any obligations of confidence, by a third party who has not derived it directly or indirectly from the Disclosing Party;
- (C) the Recipient can show has been independently developed by the Recipient without reference to the Confidential Information; or
- (D) is required by law or by order of a court of competent jurisdiction to be disclosed, in which case before it discloses any Confidential Information the Recipient shall (to the extent permitted by law) inform the Disclosing Party of the full circumstances and the information required to be disclosed and consult with the Disclosing Party as to possible steps to avoid or limit disclosure and take such of those steps as the Disclosing Party may reasonably require.

2.1.3 The Recipient shall keep a record of the Confidential Information provided to it and of the location of that Confidential Information and of any persons to whom the Recipient has passed any Confidential Information. The Recipient shall, if requested by the Disclosing Party, deliver to the Disclosing Party a copy of such record and agrees that the Disclosing Party may disclose the identity of the



---

Recipient and the record maintained under this Clause 2.1.3 to any third party that has directly or indirectly provided the applicable Confidential Information to the Disclosing Party or to which the applicable Confidential Information relates, at the request of such third party.

2.1.4 If the Recipient becomes aware that Confidential Information has been disclosed in breach of this confidentiality undertaking, it shall immediately inform the Disclosing Party of the full circumstances of any disclosure and fully cooperate with and assist the Disclosing Party, at the Recipient's cost, in connection with any investigation, claim, demand, action or proceeding relating to a breach of this confidentiality undertaking.

2.1.5 The Confidential Information shall be and shall remain the property of the Disclosing Party or its third party licensors.

2.1.6 The obligations and undertakings set out in this confidentiality undertaking shall remain in effect for a period of five (5) years from the date of disclosure of the Confidential Information.

### **3. Return or Destruction of Confidential Information**

3.1.1 The Recipient shall, at the Disclosing Party's request:

- (A) deliver to the Disclosing Party, or destroy all documents and other materials in its possession, custody or control (or the relevant parts of such materials) that bear or incorporate any part of the Confidential Information; and
- (B) remove all computer records (and destroy copies, reproductions and recordings of them) derived or produced partly or wholly from any of the Confidential Information, including (without limitation) the purging of all disk-based Confidential Information and the permanent reformatting of all disks,

and shall provide to the Disclosing Party upon request a certificate signed by a duly authorised representative of the Recipient confirming compliance with this Clause 0.

### **4. Remedies**

The Recipient acknowledges that damages would not be an adequate remedy for any breach of the provisions of this confidentiality undertaking and that (without prejudice to any other remedies to which the Disclosing Party may be entitled as a matter of law) the Disclosing Party shall be entitled to seek the remedies of injunction, specific performance and other equitable relief to enforce the provisions of this confidentiality undertaking and no proof of special damages shall be necessary for the enforcement of the provisions of this confidentiality undertaking.

### **5. Indemnity**

The Recipient shall indemnify and keep indemnified the Disclosing Party, and any third party that has directly or indirectly provided Confidential Information to the

---

Disclosing Party or to which the Confidential Information relates, from and against any loss, damage, claims, demands, actions, costs, charges, expenses, liabilities and proceedings (including legal fees and expenses and on an after tax basis) whatsoever arising out of or in connection with any breach by the Recipient of the terms of this confidentiality undertaking.

**6. No Representations or Warranties**

6.1.1 No representation or warranty is made or given as to the accuracy or the completeness of the Confidential Information or any other information supplied or as to the reasonableness of any assumptions on which any of the same is based, and the Recipient agrees with the Disclosing Party that (without prejudice to any liability for fraud) the Disclosing Party shall not have any liability to the Recipient resulting from the use of Confidential Information or any other information supplied, or for any opinions expressed by any of them, or for any errors, omissions or misstatements made by any of them in connection with the Project.

6.1.2 This confidentiality undertaking shall not be effective to transfer any interest in any Intellectual Property Rights to the Recipient.

**7. Assignment**

The rights and obligations of the Recipient under this confidentiality undertaking are personal and shall not be assigned, charged or otherwise dealt with.

**8. No Waiver**

No failure by the Disclosing Party in exercising any right, power or privilege hereunder shall constitute a waiver by the Disclosing Party of any such right, power or privilege, nor shall any single or partial exercise thereof preclude any further exercise of any such right, power or privilege.

**9. Announcements**

Subject to Clause 2.1.2, the Recipient shall not make or permit or procure to be made any public announcement or disclosure (whether for publication in the press, trade periodicals or on radio, television, internet or any other medium or otherwise) of any Confidential Information without the prior written consent of the Disclosing Party.

**10. Counterparts**

This confidentiality undertaking may be executed in one or more counterparts. Any single counterpart or set of counterparts executed, in either case, by all the parties thereto shall constitute a full and original instrument for all purposes.

**11. Entire Agreement and Severance**

11.1.1 Each of the parties to this confidentiality undertaking confirms that this confidentiality undertaking represents the entire understanding, and constitutes the

whole agreement, in relation to its subject matter and supersedes any previous agreement between the parties with respect thereto and, without prejudice to the generality of the foregoing, excludes any warranty, condition or other undertaking implied at law or by custom, usage or course of dealing.

11.1.2 In the event that any part (including any sub-clause or part thereof) of this confidentiality undertaking shall be void or unenforceable by reason of any applicable law, it shall be deleted and the remaining parts of this confidentiality undertaking shall continue in full force and effect and if necessary, both parties shall use their best endeavours to agree any amendments to the confidentiality undertaking necessary to give effect to the spirit of this confidentiality undertaking.

11.1.3 No variation of this confidentiality undertaking shall be effective unless it is in writing and signed by the parties.

## **12. Contracts (Rights of Third Parties) Act**

12.1.1 Subject to Clause 12.1.2, no term of this confidentiality undertaking is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this confidentiality undertaking.

12.1.2 The obligations and undertakings of the Recipient, the indemnity given by the Recipient and the remedies to which the Disclosing Party is entitled under this confidentiality undertaking shall be enforceable against the Recipient by any third party that has directly or indirectly provided Confidential Information to the Disclosing Party or to which the Confidential Information relates as a third party beneficiary under the Contracts (Rights of Third Parties) Act 1999.

## **13. Governing Law and Jurisdiction**

This confidentiality undertaking shall be governed by, and construed in accordance with, the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

IN WITNESS of which, each of the parties has caused this confidentiality undertaking to be signed by their duly authorised representative on the date first above written.

**FOR AND ON BEHALF OF  
[TRANSPORT FOR LONDON] / [THE  
SUPPLIER]**

*[Drafting Note: Insert details and/or delete as appropriate.]* .....  
Director/Authorised Representative

**FOR AND ON BEHALF OF [THE  
RECIPIENT] [Drafting Note: Insert  
details.]**

.....  
Director/Authorised Representative