

3.1 Within four (4) weeks of the Commencement Date, the Supplier shall produce a draft risk management plan and submit the draft risk management plan (in accordance with the requirements set out in paragraph 3.2 below) to the Purchaser for the Purchaser's approval. The Purchaser shall notify the Supplier in writing within four (4) weeks of the date of submission whether it:

3.1.1 approves the draft risk management plan; or

3.1.2 requires the Supplier to make further revisions to the draft risk management plan (and the Purchaser shall provide details of such revisions in writing to the Supplier).

If the Purchaser requires the Supplier to make further revisions to the draft risk management plan in accordance with paragraph 3.1.2, the Supplier shall submit a revised draft to the Purchaser for approval no later than the date falling four (4) weeks after the Supplier's receipt of the Purchaser's required revisions.

3.2 The draft risk management plan shall describe how the Supplier will meet its obligations under this Schedule 1B Part B. The draft risk management plan may include details of existing corporate procedures, plans or other documents that the Supplier shall use to deal with risk, provided that such procedures, plans or documents:

3.2.1 comply with all Applicable Laws and all applicable LU Standards; and

3.2.2 comply with the terms and conditions of this Agreement.

3.3 Upon the Purchaser's approval for the draft risk management plan, the draft risk management plan shall become the "**Risk Management Plan**" for the purposes of this Agreement.

4. RISK MANAGEMENT REQUIREMENTS

4.1 General

4.1.1 The Supplier shall provide the Purchaser with a procedure or other appropriate document that describes the activities that the Supplier will undertake in order to manage all of the risks associated with performing the Supplier's obligations under this Agreement. The purchaser may, at its sole discretion, allow the Supplier to submit the Risk management Plan in fulfilment of this requirement.

4.2 Accountabilities and Responsibilities

4.2.1 The Supplier shall:

(a) define clear accountability for the management of risk within the Supplier's organisation and for the maintenance of the risk management process;

(b) ensure that its teams carry out risk management in full and that key staff have an appropriate level of competency and training in risk management;

(c) make available adequate competent specialist resource to ensure that risk management obligations are met.

4.3 Deliverables

4.3.1 In addition to any plans or documents detailed elsewhere in this Schedule 1B, the Supplier shall produce the following deliverables:

- (a) a register of significant risks (the "**Supplier Risk Register**") to be used for discussion with the Purchaser. The Supplier Risk Register will reflect those risks inherent in this Agreement that the Supplier considers are material to the Agreement's objectives and that are necessary to provide assurance to the Purchaser that the key risks are being appropriately managed. This will form the basis of meetings with the Supplier and Purchaser to jointly review the risks.
- (b) A regular report of the key risks (including any new emerging risks) and risk management actions based on the Supplier Risk Register described above and to be presented in a format approved by the Purchaser.
- (c) Comprehensive records to demonstrate the application of continuous risk management practices (e.g. records of meetings, approvals).
- (d) Other reports, KPIs and measures as required to ensure the effective management of risks under this Agreement.

4.4 **Governance**

The Supplier shall, on a quarterly basis jointly review with the Purchaser all key risks and the Supplier's performance in regards to risk management including:

- 4.4.1 a review the Supplier Risk Register;
- 4.4.2 a review all the risks that are the responsibility of the Supplier to manage; and
- 4.4.3 communicating to each other any emerging risks and determine the Party who is best placed to manage that risk

4.5 **Quantified Risk Assessment**

The Supplier shall provide assistance to the Purchaser in undertaking cost and schedule risk assessments by contributing to workshops and advising on quantitative assessment of risks as and when required.

4.6 **Communication**

The Supplier shall make the Purchaser aware of any significant changes to existing risk information including scoring, details of new emerging risks, and the status of any existing risks.

Transport for London Saloon CCTV System for Central Line 92 TS

Title:
Risk Management Plan

Document No & Revision:
DEL-ITT-RMP-5686 Rev 02

Date:
11-10-2017

	Signature	Date
Prepared by: [Redacted]	_____	11/10/2017
Checked by: [Redacted]	_____	11/10/2017
Approved by: [Redacted]	_____	11/10/2017



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1. ABBREVIATIONS

CCTV	Closed Circuit Television
EMC	Electromagnetic Compatibility
EWN	Early Warning Notice
LU	London Underground
MTS	Mayor's Transport Strategy
PTI	Platform Train Interface
RMP	Risk Management Plan
RSR	Rolling Stock Renewals
RVAR	Rail vehicle Accessibility Regulations (2010)
SP	Specification
TMU	Train Modification Unit
TRS	Technical Requirements Specification

2. SCOPE DOCUMENT

This document outlines the procedures for the management of risks at design, prototyping and implementation stages of the project. Due consideration will be given to constraints in working arrangements, impact on the operational LU facility (Train Modification Unit), the impact on the staff using the TMU operational facilities, the LU network and the public on the 8-car trains to ensure risk consequences are not realised.

The principal risks on the project are associated with management and proper co-ordination of the activity interfaces and the inherent risks with the CCTV installation.

Co-ordination at planning, project and assurance levels will be developed and maintained to ensure that all parties and stakeholders are able to meet their objectives.

Regular collaborative risk review meetings will be held which will include representatives from Delatim, London Underground and other associated contractor teams and stake holders wherein the key objective will be to identify and manage interface and other specific project risks. The key objective of the meeting output will be to identify, assign responsibility and track through to mitigation via process/management.

Specific issues already identified from the TRS are as follows: (list not exhaustive)

- EMC;
- Equipment Obsolescence;
- Vibration/movement of equipment;
- Cyber Security;
- Reliability;
- System operating conditions;
- Fault conditions;
- Maintenance;
- Interfaces;
- Neighbours – adjacent Railways;
- Passenger detrainment;
- Vandalism;
- Rolling stock movement;
- Access;
- Containment;
- Operation in degraded mode;
- Structural failure of rolling stock or components;
- Arcing;
- Collision;
- Derailment;
- Explosions;
- PTI;
- Power failure;
- Fire;
- Ventilation;
- Software safety systems;
- Lighting systems;
- Relays;
- Electrocution.

2.1. Process

Risk can be identified as the combination of the probability of an event and its consequences. The focus of good risk management is the identification and treatment of these risks and in doing so increases the probability of success and reduces both the probability of failure and the uncertainty of achieving the overall objectives. Risk Management is a continuous and developing process.

2.2. Overview

The Project Team will control all supplier risks associated with the project. They will assess and determine the consequence and severity of risks and establish appropriate measures to reduce/ eliminate risks.

The extent and depth of risk assessments should be suitable for the level of the risk involved. It is important to note, that the recording of project risks will be categorised in two ways.

- i) All Health and Safety Risks specific to construction activities on site will be captured in the Task/ location specific method statements and risk assessments. It is generally recognised in the safety field that the consequences are negative risk aspects and the management of safety risk is focussed on the prevention and mitigation of harm.
- ii) All other supplier risks will be included on the Project Risk Register.

In respect of Point ii) above, the project will create and maintain a Project Specific Risk Register. An example ITT version (DEL-ITT-RSK-5735) provides a few examples of risk only. Should Delatim be successful in being awarded the contract, an exhaustive risk register will be produced. This generally carried out by the Delatim Project Manager.

The risk register will cover all identified project activities with the risks owners identified accordingly. Initially the Project Team will take the tender risk schedule as a baseline and develop throughout the project lifecycle.

In order to create a suitable risk register, all potential risks/events will be identified. These causes may be failures of equipment, human error, external influences, etc.

The consequences that could arise from the risk event must also be determined so that severity of the risk can be estimated.

The risk is the combination of likelihood/probability of an event and the consequence that results from it.

For risks that are complex and can lead to catastrophic consequences, a quantitative risk assessment may also be required. This involves assigning probabilities to the combination of events that can lead to accidents, then estimating the resulting losses in numerical terms.

The risk assessment register will be reviewed and updated by the Project team regularly to account for newly identified project specific risks, and also where affected by procedural amendments, government legislation and statutory regulations. Delatim will review the register internally and at the quarterly progress meetings. This review will look at the key (top 10) project risks. The project team will be required to discuss the details of the risks, why the selected mitigations were chosen and the status/ probability of the risk event still occurring. Dependent upon the view of the Design Manager or Director, an alternative mitigation may be suggested and the risk rating/ commercial impact adjusted.

The following key stages of the risk process apply:

- Risk Identification
- Risk Probability and Impact;
- Risk Treatment/ Mitigations
- Risk Monitoring and Reporting;
- Realised Risks.

3. RISK IDENTIFICATION

Risk identification will be approached in a methodical way to ensure that all of the significant activities have been identified and all the risks that flow from the activities have been defined.

Risks can be identified from numerous sources, for example, design review meetings, programming activities, planning and sequencing of works, third parties interfaces and buildability reviews etc. Typical forums include; brainstorming sessions, industry benchmarking, output from previous project lessons learned workshops, audits, site inspections and more specifically, risk workshops. Each risk identified will be given a unique risk number and a detailed description of the risk recorded on the risk register are listed below in no particular order.

Each risk is categorised eg)

- i) Health & Safety
- ii) Operational
- iii) Social Responsibility
- iv) Commercial
- v) Political
- vi) Legal
- vii) Quality
- viii) Personnel
- ix) Financial

The most commonly used categories are Operational (including programme), Commercial, Quality and Personnel.

This categorisation allows individual sectors to be filtered if necessary eg) Operational risks viewed only by Operational risk owner.

An owner will be assigned to each risk, they will be notified of the risk to allow the risk to be properly described and approved for future evaluation, planning and management. Again there is a filter option, so individually named risk owners can be given a list of their specific risks.

4. RISK PROBABILITY AND IMPACT

All risks will be categorised in importance in terms of the extent of the event and consequence that may result including the probable causes leading to a risk event occurring.

The categorisation considers both probability of occurrence and size of impact if the risk occurs. This categorisation may well require debate within the team to determine a probable outcome and will consider time and costs associated with the event. The categories have been defined as follows:

- Probability of an event occurring;
- Impact and affected parties (Reputation & Customer).

The software packages uses a scoring matrix with the following classifications:

The probability of an event	Reputation impact
5= (>75%) = Certain	5= Very High
4= (50-75%) = Highly likely	4= High
3= (20-50%) = Moderate	3= Medium
2= (5-20%) = Low	2= Low
1= (<-5%) = Very Low	1= Very Low

Customer Impact

5= Very High

4= High

3= Medium

2= Low

1= Very Low

Ratings

VH (Very High) – Significant budget increase	>40% base cost	> 1 month time increase
H (High) – Major extension to cost/time	>21-40% base cost	< 1 month time increase
M (Medium) – Moderate extension to time/ cost	>6-20% base cost	< 2 weeks' time increase
L (Low) – small extension to time/ cost	>2-5% base cost	< 1 week time increase
VL (Very low) – negligible extension to time/ cost	<2% base cost	< 1 day time

The risk software allows a variety of reports to be created from selecting the various filters available. The most beneficial, is a costed report showing all risks and consequences, mitigation measures, allocated costs and risk owners.

5. RISK TREATMENT /MITIGATION PLAN

Risk treatment is the process of selecting and implementing measures to modify the risk. The actions and/or controls (mitigations) to reduce the risk will be planned, and the general strategy to be used will be recorded.

Typical examples of risk mitigation plans will include; additional resources to carry out specific activities, commencing work elements at different programme periods to avoid delays, interface meetings, programme milestone reminders, strategic procurement for resource/ buying gains/ availability etc.

In all cases, a defined plan/strategy will be identified and made actionable with due dates and responsibilities for action. Specific responses and actions will be given an indicative cost allocation. In some circumstances the cost of risk mitigation may outweigh the impact/ cost of the initial risk and therefore it may be more reasonable to allow the risk to be untreated.

Each risk will have a mitigation plan assigned to it. The allocated Risk owner has the responsibility to ensure the mitigation is administered.

Due consideration will be given to the production of contingency plans, particularly where there is a higher risk of an event occurring and the severity being equally high. A typical example in the Underground environment would be: the reliance on a piece of specialist equipment to carry out critical works. Break down of the equipment may prevent a station premises from opening. A reasonable contingency could be: standby equipment, on site fitter to carry out repairs.

Equally, consideration would be given to carrying out works using alternative methods, utilising traffic hour working, options for offsite manufacture in factory conditions etc.

6. MONITORING AND REPORTING

Risks will be continually managed and tracked to ensure that the risk register is updated at both the Project and Risk Management meetings. At 3 monthly intervals during the designated progress meeting, the effectiveness of mitigation plans and the status of risks will be reassessed to establish which new risks have emerged or are likely too and which risks have been closed in the last quarterly period. In particular the top ten risks with the highest severity will be subject to a more in-depth assessment to ensure the impact is sufficiently mitigated.

Further to the risks being continually monitored throughout the project life cycle, information about risks and mitigation measures will be captured in the risk register for

assessment and monitoring during the bi-weekly internal project meetings and will be added to the register by the identifier as and when they are identified.

Once the risks have been formally reviewed and accepted they shall be allocated a formal reference for tracking it through to suitable mitigation. Risks identified internally once added to the register can be communicated verbally or via email to the designated managers for escalation. If the risk is deemed of high severity or significance a specific internal risk meeting will be convened by the Delatim PM at the earliest opportunity for review.

Subject to the review determining the status of the risk, it will be left for the programmed project risk meetings for discussion or conveyed to the project by ASITE via a suitable communication, this will be in the form of a standard communication or an Early Warning as deemed appropriate.

7. REALISED RISKS

Risk events that are anticipated or even expected to be realised will be contractually notified using the Early Warning Notice (EWN) procedure. This notification will trigger the inclusion of a risk event onto the 'changes schedule' and Contract Programme (where a time impact is expected to occur).

In conjunction with the above, Delatim will notify London Underground of any perceived 'Client' Risks also utilising the EWN process. Client risks will not be included on the Contractor Risk register.

8. PROGRAMME RISK

The Main Contract places an obligation on the Contractor to include within his programme, provisions for Time Risk Allowance.

Such allowances are durations shown on the programme attached to the duration of each activity or to durations of parts of the works.

The allowances are owned by the Contractor as part of his realistic planning to cover any potential risks. E.g. weather, over-run, breakdowns, under assessment of original time to complete activities.

SCHEDULE 2: CONTRACT PROGRAMME

The Supplier shall provide a detailed Contract Programme in accordance with Clause 8 of this Agreement and this Schedule 2. The Supplier shall ensure such Contract Programme shows the dates set out in Appendix 1 of this Schedule 2.

Design Approval (Key Date) is 4th November 2019.

Delivery of the Prototype Goods to the Delivery Location (Key Date) is 31st May 2019

CCTV installation: Train Numbers	Delivery to Delivery Location (Key Date)	Pre-Installation Inspection and System Test Approval (Contractual Date)	Product Acceptance (Contractual Date)
TRAIN 3	29-Nov-19	06-Dec-19	31-May-20
TRAIN 4	10-Jan-20	17-Jan-20	17-Oct-20
TRAIN 5	10-Jan-20	17-Jan-20	22-Nov-20
TRAIN 6	10-Jan-20	17-Jan-20	01-Dec-20
TRAIN 7	27-Apr-20	04-May-20	13-Dec-20
TRAIN 8	27-Apr-20	04-May-20	23-Dec-20
TRAIN 9	27-Apr-20	04-May-20	04-Jan-21
TRAIN 10	27-Apr-20	04-May-20	16-Jan-21
TRAIN 11	01-Jun-20	08-Jun-20	26-Jan-21
TRAIN 12	01-Jun-20	08-Jun-20	08-Feb-21
TRAIN 13	01-Jun-20	08-Jun-20	20-Feb-21
TRAIN 14	01-Jun-20	08-Jun-20	02-Mar-21
TRAIN 15	15-Jul-20	22-Jul-20	14-Mar-21
TRAIN 16	15-Jul-20	22-Jul-20	24-Mar-21
TRAIN 17	15-Jul-20	22-Jul-20	05-Apr-21
TRAIN 18	15-Jul-20	22-Jul-20	17-Apr-21
TRAIN 19	31-Aug-20	07-Sep-20	27-Apr-21
TRAIN 20	31-Aug-20	07-Sep-20	09-May-21
TRAIN 21	31-Aug-20	07-Sep-20	19-May-21
TRAIN 22	31-Aug-20	07-Sep-20	31-May-21
TRAIN 23	14-Oct-20	21-Oct-20	20-Jun-21
TRAIN 24	14-Oct-20	21-Oct-20	30-Jun-21
TRAIN 25	14-Oct-20	21-Oct-20	12-Jul-21
TRAIN 26	14-Oct-20	21-Oct-20	24-Jul-21
TRAIN 27	27-Nov-20	04-Dec-20	03-Aug-21
TRAIN 28	27-Nov-20	04-Dec-20	15-Aug-21
TRAIN 29	27-Nov-20	04-Dec-20	25-Aug-21
TRAIN 30	27-Nov-20	04-Dec-20	06-Sep-21

CCTV installation: Train Numbers	Delivery to Delivery Location (Key Date)	Pre-Installation Inspection and System Test Approval (Contractual Date)	Product Acceptance (Contractual Date)
TRAIN 31	20-Jan-21	27-Jan-21	20-Sep-21
TRAIN 32	20-Jan-21	27-Jan-21	02-Oct-21
TRAIN 33	20-Jan-21	27-Jan-21	13-Oct-21
TRAIN 34	20-Jan-21	27-Jan-21	25-Oct-21
TRAIN 35	05-Mar-21	12-Mar-21	07-Nov-21
TRAIN 36	05-Mar-21	12-Mar-21	17-Nov-21
TRAIN 37	05-Mar-21	12-Mar-21	29-Nov-21
TRAIN 38	05-Mar-21	12-Mar-21	11-Dec-21
TRAIN 39	23-Apr-21	30-Apr-21	21-Dec-21
TRAIN 40	23-Apr-21	30-Apr-21	02-Jan-22
TRAIN 41	23-Apr-21	30-Apr-21	12-Jan-22
TRAIN 42	23-Apr-21	30-Apr-21	24-Jan-22
TRAIN 43	09-Jun-21	16-Jun-21	06-Feb-22
TRAIN 44	09-Jun-21	16-Jun-21	16-Feb-22
TRAIN 45	09-Jun-21	16-Jun-21	28-Feb-22
TRAIN 46	09-Jun-21	16-Jun-21	12-Mar-22
TRAIN 47	23-Jul-21	30-Jul-21	22-Mar-22
TRAIN 48	23-Jul-21	30-Jul-21	03-Apr-22
TRAIN 49	23-Jul-21	30-Jul-21	13-Apr-22
TRAIN 50	23-Jul-21	30-Jul-21	25-Apr-22
TRAIN 51	08-Sep-21	15-Sep-21	07-May-22
TRAIN 52	08-Sep-21	15-Sep-21	17-May-22
TRAIN 53	08-Sep-21	15-Sep-21	29-May-22
TRAIN 54	08-Sep-21	15-Sep-21	18-Jun-22
TRAIN 55	22-Oct-21	29-Oct-21	28-Jun-22
TRAIN 56	22-Oct-21	29-Oct-21	10-Jul-22
TRAIN 57	22-Oct-21	29-Oct-21	20-Jul-22
TRAIN 58	22-Oct-21	29-Oct-21	01-Aug-22
TRAIN 59	07-Dec-21	14-Dec-21	13-Aug-22
TRAIN 60	07-Dec-21	14-Dec-21	23-Aug-22
TRAIN 61	07-Dec-21	14-Dec-21	04-Sep-22
TRAIN 62	07-Dec-21	14-Dec-21	14-Sep-22
TRAIN 63	28-Jan-22	04-Feb-22	28-Sep-22
TRAIN 64	28-Jan-22	04-Feb-22	11-Oct-22

CCTV installation: Train Numbers	Delivery to Delivery Location (Key Date)	Pre-Installation Inspection and System Test Approval (Contractual Date)	Product Acceptance (Contractual Date)
TRAIN 65	28-Jan-22	04-Feb-22	23-Oct-22
TRAIN 66	28-Jan-22	04-Feb-22	02-Nov-22
TRAIN 67	15-Mar-22	22-Mar-22	15-Nov-22
TRAIN 68	15-Mar-22	22-Mar-22	27-Nov-22
TRAIN 69	15-Mar-22	22-Mar-22	07-Dec-22
TRAIN 70	15-Mar-22	22-Mar-22	19-Dec-22
TRAIN 71	03-May-22	10-May-22	31-Dec-22
TRAIN 72	03-May-22	10-May-22	10-Jan-23
TRAIN 73	03-May-22	10-May-22	22-Jan-23
TRAIN 74	03-May-22	10-May-22	01-Feb-23
TRAIN 75	17-Jun-22	24-Jun-22	14-Feb-23
TRAIN 76	17-Jun-22	24-Jun-22	26-Feb-23
TRAIN 77	17-Jun-22	24-Jun-22	08-Mar-23
TRAIN 78	17-Jun-22	24-Jun-22	20-Mar-23
TRAIN 79	02-Aug-22	09-Aug-22	01-Apr-23
TRAIN 80	02-Aug-22	09-Aug-22	11-Apr-23
TRAIN 81	02-Aug-22	09-Aug-22	23-Apr-23
TRAIN 82	02-Aug-22	09-Aug-22	03-May-23
TRAIN 83	16-Sep-22	23-Sep-22	15-May-23
TRAIN 84	16-Sep-22	23-Sep-22	27-May-23
TRAIN 85	16-Sep-22	23-Sep-22	14-Jun-23

The Purchaser's key assumptions for the above milestone schedule dates table as follows:

- the Contract Programme is based on two eight hour shifts per Working Day and a five day working week;
- delivery is based on the rate of installation of the Goods by the Installer, and that the rate of delivery will be reviewed every four (4) weeks between the Purchaser and the Supplier in alignment with the rate of such installation; and
- all resources are available for installation of the Goods by the Installer.

SCHEDULE 3A: CONTINUING SUPPORT

The Supplier shall comply with its obligations under this Schedule 3A at its own cost and shall not be entitled to any adjustment to the Contract Price, unless expressly stated otherwise in this Schedule 3A.

In this Schedule 3A the terms below shall have the following definitions:

"1st Line Maintenance" – means maintenance which is conducted by Maintenance Staff at depot(s). It includes routine maintenance and casualty maintenance;

"Installation Hours" means the hours of 6:00 to 22:00 in the United Kingdom;

"Installer's Site" – means the location where the installation is to be carried out;

"Interface Notice" – means a notice issued by the Supplier to the Purchaser requesting that the Purchaser, in its sole discretion, halt installation for technical or quality reasons;

"Maintainer" – means the organisation that carries out all routine maintenance and casualty maintenance of the 92TS fleets;

"Maintainer's Site" – means the Purchaser's Premises where maintenance activities are carried out;

"Maintenance Staff" – means persons responsible for correct maintenance of assets to the issued design drawings and documentation;

"On-Site" means:

- (A) (in the case of the Installer) Technical Support located at the Installer's Site;
- (B) (in the case of the Maintainer) Technical Support located at the Maintainer's Site;

"Off-Site" means:

- (A) (in the case of the Installer) Technical Support available away from the Installer's Site;
- (B) (in the case of the Maintainer) Technical Support available away from the Maintainer's Site;

"On-Call" – means Technical Support available on the phone and also able to visit the Installer's Site or Maintainer's Site when requested;

"Quality Support" – means support to the Installer to ensure the installation of Goods is carried out to the correct quality;

"Support Desk" – means a telephone support team provided by the Supplier and available:

For the Maintainer: 24 hours a day and seven (7) days a week, comprising Technical Support persons who are qualified to offer Technical Support and fault finding assistance to the Maintainer. These individuals should have specialised knowledge exceeding the Training Services provided to the Purchaser by the Supplier pursuant to the Contract.

For the Installer: During Installation Hours, comprising Technical Support persons who are qualified to offer Technical Support and fault finding assistance to the Installer.

These individuals should have specialised knowledge exceeding the Training Services provided to the Purchaser by the Supplier pursuant to the Contract; and

"Technical Support" – means support to assist the Installer or the Maintainer to solve any technical problems with the Installation and 1st Line Maintenance of the CCTV System.

PART A: TECHNICAL SUPPORT AND OFFICE SPACE

1. TECHNICAL SUPPORT TO THE INSTALLER

1.1 On-Site Technical Support

- 1.1.1 The Supplier shall provide On-Site Technical Support to the Installer at the Installer's Site from the date that the first Train's worth of Goods is delivered to the Delivery Location until the date that the first five (5) Train's worth of Goods achieve Product Acceptance.
- 1.1.2 From the date on which Goods are delivered to the Delivery Location for Train six (6) to the date of Product Acceptance of Train eighty five (85) the Supplier shall provide the Installer with access to their Support Desk.
- 1.1.3 The Supplier shall provide, in addition to On-Site presence for installation of Prototype Goods onto two Prototype Trains and On-Site presence for a further five (5) Train's worth of Goods installation, 600 hours worth of On-Site Technical Support, as more particularly set out in Table A below (the "**Relevant Support Periods**"). Within the Relevant Support Period, such On-Site Technical Support will be requestable at any point during such Relevant Support Period, by the Installer or Maintainer; where the Supplier shall make additional employees available as soon as reasonably practicable if required by the Installer or Maintainer. The Purchaser shall provide written confirmation, in a pre-agreed format with the Supplier, of the On-Site Technical Support hours called off; and only then will the Supplier be paid for this additional support provided according to an agreed hourly rate. The Supplier shall not be required to provide On-Site Technical Support to the Installer on public holidays in the United Kingdom.
- 1.1.4 If the full 200 hours of Call-Off On-Site Technical Support are not used up during the Relevant Support Period, the Supplier can expect a reduction in the milestone payment amount in relation to the unused hours as more particularly described in Table A.
- 1.1.5 The Supplier shall comply with Clause 57 (*Access*) of this Agreement if it requires access to part(s) of the LUL Network in order to provide On-Site Technical Support to the Installer.
- 1.1.6 The Supplier shall ensure that all of its employees, agents or Subcontractors who require access to the Installer's Site in order to provide On-Site Technical Support to the Installer have completed all relevant safety and access training courses for the Installer's Site by no later than the date that the Installer commences installation of the Goods.
- 1.1.7 The Supplier shall ensure that all of its employees, agents or Subcontractors who require access to the LUL Network in order to provide On-Site Technical Support to the Installer have obtained all relevant access permits and have completed all associated track qualifications by no later than the date that the Installer commences installation of the Goods.

TABLE A

Relevant Support Period	Hours	No of Trains	Payment milestone at which adjustment is made for unused hours
Delivery of Goods for Train 6 to Product Acceptance of Goods for Train 15	200	10	Product Acceptance of Train 15
Delivery of Goods for Train 16 to Product Acceptance of Goods for Train 45	200	30	Product Acceptance of Train 45
Delivery of Goods for Train 46 to Product Acceptance of Goods for Train 85	200	40	Product Acceptance of Train 85

1.2 Off-Site Technical Support and Quality Support

1.2.1 The Supplier shall provide On-Call Off-Site Technical Support to the Installer as follows:

- (A) The Supplier shall be available to provide On-Call support to the Installer (with telephone numbers to be provided to the Installer prior to commencement of installation) from Acceptance for Service of the first Train until the date of Fleet Acceptance; and
- (B) The Supplier's United Kingdom-based staff shall be available via telephone during Installation Hours (with telephone numbers to be provided to the Installer prior to commencement of installation).

2. TECHNICAL SUPPORT TO THE MAINTAINER

2.1 Support Desk

2.1.1 The Supplier shall provide the Maintainer with access to its Support Desk from Product Acceptance of the first Train to expiry or termination of this Agreement (whichever is the earlier).

2.1.2 Prior to Acceptance for Service of the first Train, the Supplier shall provide the Maintainer with a full list of contact details for the support including, at a minimum, telephone numbers of the relevant personnel who will provide the Support Desk.

2.2 Additional On-Site Technical Support

2.2.1 The Purchaser may require the Supplier to attend the Installer or Maintainer's Site to provide On-Call On-Site Technical Support from time to time. The Purchaser shall ensure that the Installer gives reasonable prior notice to the Supplier if it requires On-Site Technical Support.

2.2.2 If the Supplier requires access to the Installer or Maintainer's Site in order to provide On-Site Technical Support to the Installer or Maintainer, then the Supplier shall:

- (A) comply with Clause 57 (Access) if part of the Installer's Site is located on the LUL Network); and
- (B) ensure that all of the Supplier's employees, agents or Subcontractors who require access to the Installer or Maintainer's Site have completed all relevant safety and access training courses and obtained all relevant permits for the Installer or Maintainer's Site.

3. GENERAL SUPPORT REQUIREMENTS

3.1 Technical and quality issues

- 3.1.1 If, while providing On-Site or Off-Site Technical Support or Support Desk to the Installer, a technical or quality issue arises which in the Supplier's opinion (acting reasonably) requires the Installer to stop installing the CCTV System, the Supplier shall issue an Interface Notice to the Purchaser.
- 3.1.2 Following receipt of an Interface Notice from the Supplier, the Purchaser shall decide, in its sole discretion, what action (if any) shall be taken by the Installer or Supplier to resolve the technical issue(s).
- 3.1.3 This paragraph 3.1 shall be without prejudice to:
 - (A) the Purchaser's rights under Clause 17 (*Defect Rectification*) of this Agreement; and
 - (B) the Supplier's rights under the Health and Safety at Work etc Act 1974 and other relevant health and safety legislation to require the Installer to suspend installation of the Goods without notice (strictly to the extent necessary to comply with such legislation).

3.2 Welfare facilities

- 3.2.1 The Purchaser shall ensure that the Installer's Site provides the Supplier with the following welfare facilities for any personnel providing On-Site Technical Support:
 - (A) toilet;
 - (B) hand basin;
 - (C) showering facilities (if possible and depending on the facilities already available at the Installer's Site).
- 3.2.2 The Supplier shall inform the Purchaser as soon as possible if any of its personnel have special requirements (such as access to a disabled toilet).

3.3 Access to IT systems

- 3.3.1 The Supplier shall not be permitted to have direct access to TfL or London Underground internal IT systems in order to provide Technical Support to the Installer or Technical Support to the Maintainer.

PART B

The schedule of rates set out

1. in paragraph 5 below shall be used to calculate the cost of any Variation instructed by the Purchaser in accordance with the Variation Procedure to require the Supplier to provide additional Technical Support to the Installer or to the Maintainer outside of the Installation Hours set out in Part A of this Part A Schedule 3A. Any such Variation shall be instructed at the Purchaser's sole discretion.
2. Items 1 through to 4 in the table below will only be exercised should the 600 hours of On-Site Support be exhausted.
3. The Supplier shall not be entitled to a Variation for Technical Support to the Maintainer pursuant to Part A of this Part B Schedule 3A, regardless of the number of support hours provided. For the avoidance of doubt, the cost of such Technical Support is included in the Contract Price and there shall be no additional charge to the Purchaser or Maintainer.
4. Payment for any Variation referred to above shall be made in accordance with the Variation Procedure and Clause 20 (*Payment*).
5. The Supplier shall, where instructed to do so by the Purchaser in accordance with the Variation Procedure, support any additional installation working hours, over and above that outlined in Part A, in accordance with this Schedule 3A and the schedule of rates set out in paragraph 5 below:

5. SCHEDULE OF RATES

Schedule of Rates: Continuing Support			
Continuing Support Item	Rate	Unit	Notes
1.1. A rate per 8 hour day shift and rate per 12 hour day shift, in each case for weekend working, to cover all staff detailed in part A of Schedule 3A;	█	GBP	Cost per shift
1.2. A rate per 8 hour day shift and rate per 12 hour day shift, in each case for public holiday working, to cover all staff detailed in part A of Schedule 3A;	█	GBP	Cost per shift
1.3. A rate per 8 hour night shift and rate per 12 hour night shift, in each case for weekend working, to cover all staff detailed in part A of Schedule 3A;	█	GBP	Cost per shift
1.4. A rate per 8 hour night shift and rate per 12 hour night shift, in each case for public holiday working, to cover all staff detailed in part A of Schedule 3A;	█	GBP	Cost per shift
1.5. A rate for one 8 hour weekday night shift to cover all staff detailed in part A of Schedule 3A;	█	GBP	Cost per shift
Quality Support			
2.1. A rate per 8 hour day shift and rate per 12 hour day shift, in each case for weekend working, to cover all staff detailed in part A of Schedule 3A;	█	GBP	Cost per shift
2.2. A rate per 8 hour day shift and rate per 12 hour day shift, in each case for	█	GBP	Cost per shift

public holiday working, to cover all staff detailed in part A of Schedule 3A;			
2.3. A rate per 8 hour night shift and rate per 12 hour night shift, in each case for weekend working, to cover all staff detailed in part A of Schedule 3A;	■	GBP	Cost per shift
2.4. A rate per 8 hour night shift and rate per 12 hour night shift, in each case for public holiday working, to cover all staff detailed in part A of Schedule 3A;	■	GBP	Cost per shift
2.5. A rate for one 8 hour weekday night shift to cover all staff detailed in part A of Schedule 3A.	■	GBP	Cost per shift

SCHEDULE 4: CONTRACT PRICE

PART 1 - PRICING PREAMBLES

1. PRICING INTRODUCTION

1.1 This Schedule 4 Part 1 (*Pricing Preambles*) provides further details with respect to the Contract Price.

2. PRICING CONCEPT

2.1 The Contract Price is a fixed sum, for the duration of the Agreement, adjusted in accordance with the contractual Variation procedure. The VAT treatment of the Goods and Services pursuant to this Agreement shall be as set out in Clause 21 of this Agreement.

2.2 The Contract Price shall be inclusive of all costs and charges whatsoever and shall be deemed to include all costs, overheads, profit, risk allowances and the like required for the Supplier's performance of this Agreement.

3. PRICING APPROACH

3.1 The Contract Price shall be in Sterling and shall include all applicable taxes including any import/export taxes and all other statutory costs and the like but excluding VAT (which shall be dealt with pursuant to Clause 21 of this Agreement).

3.2 The rates and prices for all items and activities required for the Supplier's performance of this Agreement are deemed to be fully inclusive, and shall include (without limitation) the costs set out in paragraphs 3.2.1 to 3.2.5 below.

3.2.1 Preliminaries

The following preliminaries are included:

- (a) head office, branch office and Supplier's Works support - All head office, branch office and Supplier's Works costs directly related to this Agreement including supervisory, liaison, engineering, planning, quality assurance and administrative staff costs (and includes all associated overheads, communications and data costs, stationery costs, printing costs and postage costs not included in the percentage addition for overheads and profit);
- (b) all costs of temporary accommodation and sanitary facilities necessary for site staff and all associated costs (including heating, lighting, furniture, first aid, associated consumables and all other safety, health and welfare facilities) except where explicitly stated otherwise in Schedule 3A to this Agreement;
- (c) site communications – all costs in connection with the provision of telephones and portable telephones including installation costs, rental and calls, costs of usage of public telephones and other communication equipment and consumables required to enable the Supplier to perform its obligations under this Agreement;
- (d) training requirements including course and examination fees, all costs of staff attending medical examinations and training courses to enable

the Supplier to perform its obligations under this Agreement, and all costs of Supplier-run costs and licensing of staff; and

- (e) all costs of complying with the insurance requirements as set out in this Agreement.

3.2.2 Mobilisation

The mobilisation costs shall include (without limitation) staff costs, costs of training, recruitment, establishment of facilities, purchase of equipment, establishment of process and procedures and all other items necessary for the successful commencement of the performance of the Agreement. All costs in connection with mobilisation, set-up and the like and management thereof are deemed to be included.

3.2.3 Overheads and Profit –

For the avoidance of doubt, overheads shall be deemed to include (without limitation) corporate overhead contribution, profit recovery, headquarters staff costs, Supplier offices, yards, depots and other buildings and associated plant, Supplier's equipment and vehicles. rents, rates, insurances, running, maintenance and replacement costs for the above, general and administrative head and branch office staff salaries and wages, emoluments, expenses and allowances and all other costs of employment, including costs of and allowance for motor cars, subsistence, hotels, accommodation and the like, travel and associated expenses for directors and general and administrative head and branch office staff, legal and accountancy fees and costs, any financing costs and depreciation associated with all of the above, other non-job related costs and other indirect costs incurred by the Supplier in performing its obligations under this Agreement.

3.2.4 Attendance and Reporting

The Contract Price is deemed to be fully inclusive of the costs that the Supplier incurs in recording and providing information in accordance with this Agreement, including as requested by the Purchaser. The Contract Price is also deemed to include the costs of the Supplier's personnel attending any meetings.

3.2.5 Administration of Change

The Contract Price is deemed to be fully inclusive of the costs that the Supplier incurs in recording and providing information in accordance with any Variation Quote, or in the costing or administering of the Variation Procedure.

PART 2 - PAYMENT

1. CONTRACT PRICE

- 1.1 The Supplier will be entitled to submit a payment application in respect of a Milestone upon completion of all of the stated criteria, as set out in Part 4 (*Payment Milestones*) for each relevant Milestone.

2. VARIATIONS

- 2.1 Where a Variation varies the Contract Price, the Variation will be paid by varying the amount due at the relevant Milestone to which the Variation relates. Where the Variation relates to two or more Milestones, the value of the Variation will be divided between those Milestones, based on allocating the value of the Variation between the Milestones in proportion to the value of the Variation related to each Milestone.
- 2.2 Where a Variation varies the Contract Price and the Milestone to which the Variation relates has been paid, payment will be made by varying the amount due in respect of the subsequent Milestone.
- 2.3 Otherwise Variations will be paid once the instructed Variation has been fully completed, unless it is set out in the Variation that payment may be applied for on an interim basis.
- 2.4 Where a Variation does not relate to a Milestone, the Supplier will be entitled to apply for payment in respect of Variations at intervals of not less than a month. The Supplier may apply for payment of one or more Variations at the same time.

PART 3 - CONTRACT PRICE BREAKDOWN

MSA Contract Price Breakdown	
Section	
Goods and Services	██████████
Maintenance Spares	██████████
Supplier Documentation	██████████
Services	██████████
Other MSA Costs	██████████
Total Manufacture Supply	£3,278,322.74

PART 4 - PAYMENT MILESTONES

The Payment Milestones for the Fixed Price Element of the Contract Price are:

Payment Milestone	Train	Payment Proportion (%)	Milestone Amount (£)	Evidence supporting milestone attainment
Specification Design Review Approval	-	2.50%	£81,958.07	Specification Design Review Approval in accordance with the Agreement including Section 14 of the Specification
Concept Design Review Approval	-	1.00%	£32,783.23	Concept Design Review Approval in accordance with the Agreement including Section 14 of the Specification
Detailed Design Review Approval	-	3.00%	£98,349.68	Detailed Design Review Approval in accordance with the Agreement including Section 14 of the Specification
Prototype Design Review Approval	-	2.00%	£65,566.45	Prototype Design Review Approval in accordance with the Agreement including Section 14 of the Specification
Production Readiness Review	-	3.50%	£114,741.30	Purchaser approval of Design Approval (Production Readiness Review) in accordance with the Agreement including Section 14 of the Specification

Pre-Installation Inspection & Systems Test Approval	2	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	2	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	3	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	3	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	4	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	4	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.

Pre-Installation Inspection & Systems Test Approval	5	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	5	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	6	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	6	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	7	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	7	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.

Pre-Installation Inspection & Systems Test Approval	8	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	8	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	9	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	9	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	10	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	10	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.

Pre-Installation Inspection & Systems Test Approval	11	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	11	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	12	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	12	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	13	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	13	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.

Pre-Installation Inspection & Systems Test Approval	14	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	14	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	15	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	15	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	16	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	16	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.

Pre-Installation Inspection & Systems Test Approval	17	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	17	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	18	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	18	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	19	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	19	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.

Pre-Installation Inspection & Systems Test Approval	20	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	20	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	21	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	21	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	22	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	22	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.

Pre-Installation Inspection & Systems Test Approval	23	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	23	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	24	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	24	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	25	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	25	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.

Pre-Installation Inspection & Systems Test Approval	26	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	26	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	27	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	27	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	28	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	28	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.

Pre-Installation Inspection & Systems Test Approval	29	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	29	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	30	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	30	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	31	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	31	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.

Pre-Installation Inspection & Systems Test Approval	32	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	32	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	33	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	33	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	34	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	34	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.

Pre-Installation Inspection & Systems Test Approval	35	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	35	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	36	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	36	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	37	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	37	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.

Pre-Installation Inspection & Systems Test Approval	38	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	38	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	39	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	39	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	40	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	40	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.

Pre-Installation Inspection & Systems Test Approval	41	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	41	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	42	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	42	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	43	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	43	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.

Pre-Installation Inspection & Systems Test Approval	44	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	44	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	45	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	45	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	46	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	46	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.

Pre-Installation Inspection & Systems Test Approval	47	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	47	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	48	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	48	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	49	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	49	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.

Pre-Installation Inspection & Systems Test Approval	50	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	50	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	51	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	51	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	52	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	52	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.

Pre-Installation Inspection & Systems Test Approval	53	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	53	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	54	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	54	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	55	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	55	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.

Pre-Installation Inspection & Systems Test Approval	56	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	56	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	57	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	57	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	58	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	58	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.

Pre-Installation Inspection & Systems Test Approval	59	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	59	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	60	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	60	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	61	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	61	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.

Pre-Installation Inspection & Systems Test Approval	62	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	62	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	63	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	63	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	64	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	64	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.

Pre-Installation Inspection & Systems Test Approval	65	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	65	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	66	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	66	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	67	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	67	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.

Pre-Installation Inspection & Systems Test Approval	68	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	68	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	69	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	69	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	70	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	70	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.

Pre-Installation Inspection & Systems Test Approval	71	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	71	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	72	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	72	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	73	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	73	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.

Pre-Installation Inspection & Systems Test Approval	74	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	74	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	75	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	75	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	76	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	76	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.

Pre-Installation Inspection & Systems Test Approval	77	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	77	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	78	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	78	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	79	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	79	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.

Pre-Installation Inspection & Systems Test Approval	80	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	80	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	81	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	81	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	82	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	82	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.

Pre-Installation Inspection & Systems Test Approval	83	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	83	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	84	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	84	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.
Pre-Installation Inspection & Systems Test Approval	85	0.40%	£13,113.29	Issue by the Purchaser of a valid, signed Pre-Installation Inspection and Systems Test certificate evidencing that such Tests have been passed, in accordance with the Agreement.
Product Acceptance	85	0.50%	£16,391.61	The Purchaser issues a valid counter-signed Product Acceptance Certificate in accordance with the Agreement.

Achievement of Key Performance Indicators	-	5.00%	£163,916.14	The Supplier's compliance, to the Purchaser's satisfaction, with Schedule 12 (Key Performance Indicators) of the Agreement
Fleet Acceptance	-	7.40%	£242,595.88	The Purchaser issues a valid, counter signed Fleet acceptance Certificate in accordance with the Agreement.
Total Milestone Payments	-	100.00%	£3,278,322.74	

PART 5 – VALUATION OF VARIATIONS

1. SCHEDULE OF RATES AND PRICES

- 1.1 The rates and prices that shall be used to determine the value of Variations in accordance with Clause 23.3 are set out in Part 6 of this Schedule 4.

2. CONVERSION OF SUMS INTO STERLING

- 2.1 Where a sum forming part or all of the value of a Variation is not in Sterling, the Purchaser may in its discretion apply the following:
- 2.1.1 A dated invoice / quotation from the third party will form the basis of the valuation.
- 2.1.2 A currency conversion will be applied based on the Bank of England's Sterling foreign exchange reference rates as published at:

<http://www.bankofengland.co.uk/boeapps/iadb/Rates.asp>

or such other address as may be used by the Bank of England or other body which takes over its function, as at the same date as that on the invoice / quotation.

PART 6 – SCHEDULE OF RATES AND PRICES

Schedule of MSA Rates				
Staff Grade	Rate	Unit	Employees per grade	Notes
Project Management	■	GBP	10	
Project Engineering	■	GBP	15	
Designer	■	GBP	8	
Project Administration	■	GBP	6	
Quantity Surveyor	■	GBP	5	
Commercial Manager	■	GBP	1	
Commissioning Engineer	■	GBP	12	
Communications Engineer	■	GBP	31	

Schedule of Rates: Additional Training			
Training Item	Rate	Unit	Notes
On-Site training (1 day)	■	GBP	

Schedule of Rates: Continuing Support			
Continuing Support Item	Rate	Unit	Notes
1.1. A rate per 8 hour day shift and rate per 12 hour day shift in each case for weekend working, to cover all staff detailed in part A of Schedule 3A;	■	GBP	Cost per shift
1.2. A rate per 8 hour day shift and rate per 12 hour day shift in each case for public holiday working, to cover all staff detailed in part A of Schedule 3A;	■	GBP	Cost per shift
1.3. A rate per 8 hour night shift and rate per 12 hour night shift in each case for weekend working, to cover all staff detailed in part A of Schedule 3A;	■	GBP	Cost per shift
1.4. A rate per 8 hour night shift and rate per 12 hour night shift in each case for public holiday working, to cover all staff detailed in part A of Schedule 3A;	■	GBP	Cost per shift
1.5. A rate for one 8 hour weekday night shift to cover all staff detailed in part A of Schedule 3A;	■	GBP	Cost per shift
Quality Support			
2.1. A rate per 8 hour day shift and rate per 12 hour day shift in each case for weekend working, to cover all staff detailed in part A of Schedule 3A;	■	GBP	Cost per shift
2.2. A rate per 8 hour day shift and rate per 12 hour day shift in each case for public holiday working, to cover all staff detailed in part A of Schedule 3A;	■	GBP	Cost per shift
2.3. A rate per 8 hour night shift and rate per 12 hour night shift in each case for weekend working, to cover all staff detailed in part A of Schedule 3A;	■	GBP	Cost per shift
2.4. A rate per 8 hour night shift and rate per 12 hour night shift in each case	■	GBP	Cost per shift

for public holiday working, to cover all staff detailed in part A of Schedule 3A;			
2.5. A rate for one 8 hour weekday night shift to cover all staff detailed in part A of Schedule 3A.	■	GBP	Cost per shift

Schedule of Rates: Additional Spares			
Spares Item	Rate	Unit	Notes
Mobile Digital Recorder including SSD	■	GBP	
360 camera - ■ ■	■	GBP	
1T Solid State removable Hard Drive with drive caddy	■	GBP	
Camera Micro SD card 64Gb	■	GBP	

Schedule of Rates: Storage			
Storage Item	Rate	Unit	Notes
Storage for Goods per day per Train	■	GBP	

PART 7: FOREIGN EXCHANGE

NOT USED

NOT USED

SCHEDULE 5: KEY PERSONNEL

The Key Personnel roles are set out in Schedule 1B, Part A, Paragraph 9.3

SCHEDULE 6: FORM OF CERTIFICATES

PART A: FORM OF DELIVERY CERTIFICATE

Purchaser	
Supplier	
Purchaser Representative	
DELIVERY CERTIFICATE	SD No. _____
In accordance with the Agreement, we hereby certify that the items as listed in the schedule below have been delivered.	
<p>SCHEDULE</p> <p>[Train no. to which this certificate applies/Items of additional Spares delivered]</p>	
Delivery Date	Day Month Year
Signed _____	For the Supplier
	Date _____
Signed _____	Purchaser Representative
	Date _____

Part B: FORM OF PRE-INSTALLATION INSPECTION AND SYSTEMS TEST APPROVAL CERTIFICATE

Purchaser		
Supplier		
Purchaser		
Pre-Installation Inspection and Systems Test Approval	PAC No.	
In accordance with the Agreement including Clause 12.4 (Installation Tests) we hereby certify that the Goods specified in the schedule below are complete and have passed all Tests required by the Test Plan required to be performed prior to the Installation Tests and the Installation Tests Criteria have been satisfied.		
<p>SCHEDULE</p> <p>[Train no. to which this certificate applies]</p>		
Planned completion was	Day	Month
	Year	
Signed	For the Supplier	Date
Signed	Purchaser	Date

PART C: FORM OF PRODUCT ACCEPTANCE CERTIFICATE

Purchaser	
Supplier	
Purchaser	
PRODUCT ACCEPTANCE CERTIFICATE	PAC No.
<p>In accordance with the Agreement including Clause 12.5 (Product Acceptance) we hereby certify that the Goods specified in the schedule below are complete and have passed all Tests required by the Test Plan required to be performed prior to the Product Acceptance and the Product Acceptance Criteria have been satisfied.</p>	
<p>SCHEDULE</p> <p>[Train no. to which this certificate applies]</p>	
Planned completion was	Day Month Year
Signed	For the Supplier
	Date
Signed	Purchaser
	Date

Product Acceptance was achieved on	Day	Month Year
Signed	Purchaser	Date

PART E: FORM OF FLEET ACCEPTANCE CERTIFICATE

Purchaser			
Supplier			
Purchaser			
FLEET ACCEPTANCE CERTIFICATE			
In accordance with Clause 12.7 (Fleet Acceptance) of the above contract we hereby certify that the Fleet Acceptance Criteria have been satisfied.			
<p style="text-align: center;">SCHEDULE [Train No. to which this certificate applies]</p>			
Planned completion was	Day	Month	Year
Signed	For the Supplier	Date	
Signed	Purchaser	Date	

- (a) any alteration or variation to the terms of the Contract;
 - (b) any alteration in the extent or nature or sequence or method or timing or scope of the works, services or supplies to be carried out under the Contract;
 - (c) any extension of time being given to the Supplier or any other indulgence or concession to the Supplier or any forbearance, forgiveness or any other thing done, omitted or neglected to be done under the Contract;
 - (d) any other bond, security or guarantee now or hereafter held for all or any part of the obligations of the Supplier under the Contract;
 - (e) the release, modification, exchange or waiver of any such bond, security or guarantee;
 - (f) any amalgamation or reconstruction or dissolution including liquidation of the Supplier;
 - (g) the making of a winding up order, the appointment of a provisional liquidator, the passing of a resolution for winding up, liquidation, administration, receivership or insolvency of the Supplier;
 - (h) any legal limitation, disability or incapacity relating to the Supplier (whether or not known to you);
 - (i) any invalidity in, irregularity affecting or unenforceability of the obligations of the Supplier under the Contract;
 - (j) the termination of the Contract; or
 - (k) anything the Company or the Supplier may do or omit or neglect to do including, but without limitation, the assertion of or failure or delay to assert any right or remedy of the Company or the pursuit of any right or remedy by the Company.
6. Until all amounts which may be or become payable and all liabilities, obligations, warranties, duties and undertakings in respect of the Supplier's obligations have been irrevocably paid, performed or discharged in full, the Guarantor shall not, after a claim has been made or by virtue of any payment, performance or discharge by it under this Guarantee:
- (a) be subrogated to any rights, security or moneys held, received or receivable by the Company or be entitled to any right of contribution or indemnity in respect of any payment made or moneys received on account of the Guarantor's liability under this Guarantee;
 - (b) claim, rank, prove or vote as a creditor of the Supplier or its estate in competition with the Company unless the Company so directs; or
 - (c) receive, claim or have the benefit of any payment distribution or security from or on account of the Supplier, or exercise any right of set-off against the Supplier unless the Company so directs.
7. This Guarantee is irrevocable.
8. The benefit of this Guarantee may be assigned by the Company at any time to any assignee of the benefit of the whole of the Contract. No further or other assignments shall be permitted.
9. The Guarantor:

- (a) gives the guarantee contained in this Guarantee as principal obligor and not merely as surety;
 - (b) agrees to indemnify the Company on written demand against any loss or liability suffered by it if any provision set out in the Contract guaranteed by the Guarantor becomes unenforceable, invalid or illegal, and
 - (c) waives any right it may have of first requiring the Company to proceed against, or enforce any other rights or security or claim payment from, any person before claiming from the Guarantor under this Guarantee.
10. Until all amounts which may be or become payable in respect of the Supplier's obligations have been irrevocably paid in full by the Guarantor, the Company may:
- (a) refrain from applying or enforcing any other moneys, security or rights held or received by the Company in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Guarantor shall not be entitled to the benefit of the same; and
 - (b) hold in a suspense account any moneys received from the Supplier on account of these Supplier's obligations or on account of the Guarantor's liability under this Guarantee.
11. The Company is entitled to make any number of demands under this Guarantee.
12. The invalidity, illegality or unenforceability in whole of or in part of any provisions of this Guarantee shall not affect the validity, legality and enforceability of the remaining part or provisions of this Guarantee.
13. This Guarantee may be executed in any number of counterparts each of which shall be an original and all of such counterparts taken together shall be deemed to constitute one and the same instrument.
14. No person other than TfL (as such term is defined in the Contract) and its subsidiaries (as defined in section 1159 of the Companies Act 2006) shall have any right to claim or remedy under or pursuant to this Guarantee and the provisions of the Contracts (Rights of Third Parties) Act 1999 are hereby excluded.
15. This Guarantee, executed and delivered as a deed, shall be governed by and interpreted according to the laws of England and the Courts of England shall have exclusive jurisdiction save that the Company shall have the right to bring proceedings in the courts of any other jurisdiction in which any of the Guarantor's assets may be situated.
16. *[For non-UK resident Guarantors only:*
- For the purposes of this Guarantee the Guarantor hereby appoints of..... [to be a London address] to accept service of process on its behalf, and service on the said at the said address shall be deemed to be good service on the Guarantor; and the Guarantor hereby irrevocably agrees not to revoke or terminate such appointment).]*
- Executed as a deed by the parties and delivered on the date of this Guarantee

Executed as a Deed by [GUARANTOR])

acting by)

) Authorised Signatory

and).....

) Authorised Signatory

Executed as a deed by affixing the Common Seal of)

[COMPANY])

in the presence of: -)

.....

[Authorised Signatory]

Executed as a Deed by [SUPPLIER])

acting by)

) Authorised Signatory

and).....

) Authorised Signatory

SCHEDULE 8: STORAGE

PART A

The Supplier is required to provide Storage for the Goods in accordance with the Agreement, including Clause 12.2A.

General Storage condition requirements

The Supplier shall ensure that the facility used for Storage of the Goods (the “**Storage Facility**”) shall as a minimum:

- i) store the Goods in a permanent weather proof building.
- ii) be safe, secure and be covered by the Required Insurances.
- iii) be located within 120 miles of central London in mainland United Kingdom which shall be agreed between the Parties acting reasonably
- iv) be of a sufficient size to accommodate the Goods for the periods set out in Clause 12.2A and the Contract Programme;
- v) be provided in accordance with the Contract Programme in Schedule 2 (Contract Programme) of this Agreement.

STORAGE CONDITIONS

The Supplier shall provide the following information (as a minimum) in relation to the Storage conditions for the Goods:

- i) A proposed address for the Storage Facility;

[Redacted address]

[Redacted] SOwnership details of the Storage Facility;

Title Deeds are available upon request

- ii) Security arrangements;

The Storage Facility is [Redacted]
[Redacted]
[Redacted].

- iii) Access requirements;

The [Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

- iv) Details of co-location and confirmation of whether the Storage Facility may be subject to access by any party other than the Supplier. The Supplier must ensure that access to the Storage Facility is restricted to the Supplier and the Purchaser only and not any third party);
- v) Insurance arrangements in compliance with Schedule 9 (Insurance);
- vi) The environmental conditions of the Storage Facility should be within the specified operating parameters of the Goods, including temperature and humidity;
- vii) Storage instructions and any constraints e.g. stacking;
- viii) Details of any special equipment that may be required to get the Goods into or out of Storage;
- ix) Any and all maintenance required whilst in storage (if applicable)

PART B

TRANSPORTATION OF THE GOODS

1. Transportation of the Goods is divided into two (2) phases:

(A) transportation from the Supplier's Works into Storage; and

(B) transportation from Storage to the Delivery Location.

2. Transportation from the Supplier 's Works to the Storage Facility

2.1 The Supplier shall transport the Goods from the Supplier's Works into Storage in compliance with the general storage instructions set out in Schedule 1A (Specification).

2.2 When packing the Goods for transportation into Storage, the Supplier shall only use its original packing materials and product specific enclosures. The Supplier shall pack the Goods (or parts thereof) into EURO size cardboard pallets with water-proof protection (as required).

2.3 The Supplier shall use truck or air freight to transport Goods into Storage, depending on lead time requirements. The Purchaser shall not incur additional costs if air freight is used instead of truck freight. The Supplier shall only use well known and reputable freight companies that have been approved by the Purchaser in writing (such approval to not be unreasonably withheld or delayed).

2.4 All shipments shall be insured according to their actual value.

2.5 The Supplier shall provide the Purchaser with a delivery schedule as part of the Contract Programme that sets out:

(A) the scheduled delivery dates for delivering the Goods into Storage; and

(B) the quantity of Goods that will be shipped on each scheduled delivery date

When a package is received at the Storage Facility, the Supplier's nominated personnel shall:

(A) check the condition of the package;

(B) log the time of arrival into the Supplier's follow-up database;

(C) notify the Supplier and the Purchaser in writing that the shipment has been received; and

(D) file all shipping documents

2.7 The Supplier 's change management system shall be used to report any Defects that may occur during the transportation of the Goods into Storage.

3. Transportation from Storage to the Delivery Location

3.1 The Supplier shall transport the Goods from Storage to the Delivery Location in compliance with the general storage instructions set out in Schedule 1A (Specification).

3.2 When packing the Goods for transportation into Storage, the Supplier shall only use its original packing materials and product specific enclosures. The Supplier shall pack the Goods (or parts thereof) into Euro size cardboard pallets with water-proof protection (as required).

3.3 The Supplier shall use a lorry or a van to transport the Goods to the Delivery Location, depending on the size of the shipment. The Supplier shall agree the method of transportation with the Purchaser as soon as reasonably possible following the Commencement Date.

3.4 All shipments shall be insured according to their actual value.

3.5 The Supplier shall provide the Purchaser with a delivery schedule as part of the Contract Programme that sets out:

(A) the scheduled delivery dates for delivering the Goods to the Delivery Location; and

(B) the quantity of Goods that will be shipped on each scheduled delivery date.

3.6 Delivery will be on a 'Just on time" basis to minimise Storage requirements and the Purchaser shall confirm to the Supplier 's office manager at least 48 hours beforehand that it requires Goods to be taken out of Storage and delivered to the Delivery Location.

3-7 When the Goods are delivered to the Delivery Location, the Purchaser shall procure that:

(A) the site manager or supervisor at the Delivery Location signs a storage delivery slip as proof of delivery; and

(B) a copy of the storage delivery slip is sent to the Purchaser and the Supplier as proof of delivery-

3.8 Following delivery, the time of arrival shall be logged in to the Supplier 's follow-up database and the Supplier shall file all other necessary shipping documents.

3.9 The Purchaser shall ensure that a lockable storage room is available at the Delivery Location for storing the Goods until such time as the Installer installs the Goods and conducts the Site Tests in accordance with the terms of this Agreement.

3.10 The Supplier 's change management system shall be used to report any Defects that may occur during the transportation of the Goods to the Delivery Location.

SCHEDULE 9: INSURANCE

1. The Supplier will at its sole cost maintain the following insurances with reputable insurers throughout the duration of the Agreement or such other period specified below (the "**Required Insurances**"):
 - 1.1 Employer's liability and motor liability insurance in an amount and on terms that comply with the appropriate statutory obligations in which the Supplier operates;
 - 1.2 Public liability insurance to cover all sums for which the Supplier shall be legally liable to pay in respect of personal injury, death, illness or disease to third parties or damage to third party property. Such insurance shall be in an amount not less than £10,000,000 (ten million pounds) per occurrence or series of occurrence arising out of one event;
 - 1.3 Product liability insurance to cover all sums for which the Supplier shall be legally liable to pay in respect of personal injury, death, illness or disease to third parties or damage to third party property arising as a result of a defect, fault or flaw in the goods manufactured and/or supplied. Such insurance shall be in an amount not less than £10,000,000 (ten million pounds) per occurrence or series of occurrence arising out of one event;
 - 1.4 Professional Indemnity insurance or, where professional indemnity insurance is not available, a "financial loss" extension to the public liability insurance referred to in Clause 1.1.5 and the product liability insurance referred to in Clause 1.1.6. Such professional indemnity insurance (or financial loss extension) shall be in an amount not less than £2,000,000 (two million pounds) per incident and the aggregate per annum with two automatic reinstatements. Such insurance shall be in effect throughout the duration of the Agreement and for 12 years following expiry or termination of this Agreement.
 - 1.5 Transit insurance in an amount sufficient to cover all risks of loss or damage (including theft and vandalism) to the Goods during transit (or being stored during a journey) by road, rail, air, sea or inland waterways, until the point that these items are delivered and unloaded to the Delivery Location.
 - 1.6 Property insurance to cover all risks of loss or damage to the Goods however and wherever it arises including whilst in Storage and whilst awaiting delivery to the Purchaser. Such insurance shall be for an amount not less than the full replacement cost and shall name the Purchaser as additional insured for its rights and interests in the Goods.
2. The Supplier will:
 - 2.1 ensure that the public liability and product liability insurances extend to indemnify the Purchaser as principal;

- 2.2 where the Insurances contain a care, custody or control exclusion, procure that the relevant policy shall be endorsed so as to delete the exclusion in respect of any assets belonging to the Purchaser (or for which it is responsible) that are used by the Supplier for the purpose of providing the Goods.
- 2.3 prior to the Commencement Date and thereafter whenever reasonably requested by the Purchaser produce evidence to the Purchaser in the form of a broker's letter or similar that that the Insurances are in effect and all premiums due on each policy have been paid.
3. In the event that any of the Insurances are cancelled or not renewed, the Service Provider shall immediately notify the Purchaser and shall at its own cost arrange alternative Insurances with an insurer or insurers acceptable to the Purchaser.

SCHEDULE 10: DISPUTE RESOLUTION PROCEDURE

1. For the purposes of this Dispute Resolution Procedure the following terms have the meanings set out below:

"**Adjudicator**" means an independent person appointed to act as an adjudicator in accordance with paragraph 9 of this Schedule 10 (*Dispute Resolution Procedure*).

"**Dispute**" means any dispute, controversy or claim arising out of or in connection with this Agreement.

"**Nominating Authority**" means the President or Vice President or other duly authorised officer of the London Court of International Arbitration;

"**Notice of Adjudication**" means any notice given by a Party to the other party or parties to the Dispute requiring reference of a Dispute to the Adjudicator in accordance with paragraph 7. The Notice of Adjudication shall include:

- (i) the nature and a brief description of the Dispute;
- (ii) details of where and when the Dispute arose; and
- (iii) the nature of the redress which is sought.

"**Referral Notice**" means a notice referring a Dispute to the Adjudicator in accordance with paragraph 12;

"**Senior Representative**" means a representative of a Party at senior executive level.

2. The Purchaser and the Supplier shall follow the procedure set out in this Schedule 10 (*Dispute Resolution Procedure*) for the management and resolution of Disputes.
3. Subject to paragraph 8, any Dispute may in the first instance be referred in writing from the referring Party to the Senior Representatives by notice in writing to the other Party. The written notice from the referring Party shall give brief written particulars of the Dispute, the relief sought and the basis for claiming the relief sought (including the provisions of this Agreement that are relevant to the Dispute). The written notice shall also identify the referring Party's Senior Representative.
4. Within fourteen (14) days of receipt of the notice pursuant to paragraph 3, the responding Party provides the referring Party with a brief written response. The response includes identification of the responding Party's Senior Representative.
5. The Senior Representatives shall meet and try to reach agreement to resolve the Dispute referred to them pursuant to paragraph 4.
6. If the Senior Representatives are unable to, or fail to, reach agreement to resolve the Dispute within fourteen (14) days after the date of the response under paragraph 3, court proceedings shall not be commenced unless and until the Dispute has first been referred to adjudication (and an Adjudicator's decision has been obtained) in accordance with the procedure in paragraphs 8–29 and notice has been given in accordance with paragraph

30.

7. Each Party bears its own costs in relation to any reference of a Dispute to the Senior Representatives. Discussions amongst the Senior Representatives and any documents prepared or exchanged in relation to the reference of the Dispute to the Senior Representatives (including, for the avoidance of doubt, the notice under paragraph 3 and any response under paragraph 4) are without prejudice and the Parties shall not make use of or rely upon any without prejudice statements in any proceedings.
8. Notwithstanding the provisions of paragraphs 2, 3, 4, 5, 6 and 7, either Party may give notice at any time of its intention to refer a Dispute to adjudication under the procedure set out in paragraphs 8–30 by giving a Notice of Adjudication to the other parties to the Dispute.
9. Should either Party give a Notice of Adjudication then immediately thereafter the parties to the Dispute shall endeavour to agree upon a person whom they would consider suitable to act as the Adjudicator.

In the event of the parties to the Dispute failing to agree upon a suitable person who is able to act as the Adjudicator, the referring Party shall request the Nominating Authority to select a person to act as the Adjudicator.

The Nominating Authority communicates the selection of the Adjudicator to the Parties within four (4) days of receiving a request to do so.

10. Any person requested or selected to act as the Adjudicator in accordance with paragraph 9:

10.1 shall be a natural person acting in his personal capacity; and

10.2 shall not be an employee of any of the parties to the Dispute, and shall declare any interest, financial or otherwise, in any matter relating to the Dispute

11. The terms of remuneration of the Adjudicator shall be agreed by the parties to the Dispute and the Adjudicator with the object of securing the appointment of the Adjudicator within seven (7) days of the Notice of Adjudication. If any party to the Dispute (but not all parties to the Dispute) rejects the terms of the remuneration of the Adjudicator the same shall be settled (and binding upon the parties to the Dispute) by agreement between the Nominating Authority and the Adjudicator (provided that the level of the Adjudicator's remuneration does not exceed the level originally proposed to the parties to the Dispute by the Adjudicator). If all the parties to the Dispute reject the terms of remuneration proposed by an Adjudicator another person shall be selected as an Adjudicator in accordance with paragraph 9.
12. Where the Adjudicator has been selected in accordance with paragraph 8 the referring Party shall refer the Dispute in writing to the Adjudicator by the Referral Notice in accordance with paragraph 13 within seven (7) days of the date of the Notice of Adjudication or within two (2) days of the date of appointment of the Adjudicator, whichever is later. Upon receipt of the Referral Notice, the Adjudicator must inform every Party to the dispute of the date that it was received.
13. The Referral Notice shall:

- 13.1 include the facts relied upon by the referring Party in support of its claim(s);
- 13.2 include a statement of the contractual and/or other basis relied upon by the referring Party in support of its claim(s);
- 13.3 include a calculation of the specific monetary amount (if any) that the referring Party is seeking to recover in relation to each and every claim that is the subject matter of the Dispute;
- 13.4 be accompanied by copies of, or relevant extracts from, this Agreement and such other documents on which the referring Party relies; and
- 13.5 include the addresses of all Parties to the Dispute.

The referring Party shall send copies of the Referral Notice and the documents referred to in this paragraph 13 to the other Party at the same time as he sends them to the Adjudicator.

14. If a matter disputed by the Supplier under or in connection with a Subcontract is also a matter disputed under or in connection with this Agreement, the Supplier may, with the consent of the Purchaser, refer the Subcontract dispute to the Adjudicator at the same time as the main Agreement referral. The Adjudicator shall then decide the disputes together and references to the parties for the purposes of the Dispute are interpreted as including the Subcontractor. The parties to the Dispute agree to consider and endeavour to agree in good faith any reasonable request by the Adjudicator for additional time to decide the main Agreement and Subcontract disputes.
15. The parties to the Dispute may jointly terminate the Adjudicator's appointment at any time. In such a case, or:
 - 15.1 if the Adjudicator fails to give notice of his decision within the period referred to in paragraph 18 and the parties to the Dispute do not jointly extend time for his decision to be made in accordance with paragraph 18, or
 - 15.2 if the period referred to in paragraph 18 is extended in accordance with paragraph 19 or by agreement by the parties to the Dispute and the Adjudicator fails to give notice of his decision within such extended period, and the parties to the Dispute do not jointly extend time for his decision to be made in accordance with paragraph 18, or
 - 15.3 if at any time the Adjudicator declines to act or is unable to act as a result of his death, disability, resignation or otherwise,

a person shall be appointed to replace the Adjudicator in accordance with the provisions of paragraph 9. In the event of the parties to the Dispute failing to jointly appoint a person willing and suitable to act as replacement Adjudicator within three (3) days, any party to the Dispute may apply to the Nominating Authority to appoint a replacement Adjudicator. In any case where the Adjudicator is appointed as a replacement pursuant to this paragraph 15, the parties to the Dispute shall each send to the Adjudicator, as soon as reasonably practicable, copies of all documents supplied by them to the Adjudicator he replaces.

16. The Nominating Authority and its employees and agents shall not be liable to any Party for any act or omission unless the act or omission is in bad faith. The Parties also agree that any employee or agent of the Nominating Authority shall be similarly protected from liability.
17. The Party not making the referral may send to the Adjudicator within fourteen (14) days of the date of the referral, with a copy to the other Party, a written statement of the contentions on which it relies and any materials it wishes the Adjudicator to consider.
18. The Adjudicator shall reach his decision and give notice of the decision to the parties to the Dispute within twenty-eight (28) days of the date of receipt of the Referral Notice mentioned in paragraph 12, or such longer period as is agreed by the parties to the Dispute after the Dispute has been referred to him. Notice of the Adjudicator's decision (stating that it is given under this Schedule 10 (*Dispute Resolution Procedure*)) shall be in writing and shall include a summary of the Adjudicator's findings and a statement of the reasons for his decision.
19. The Adjudicator may extend the period of twenty-eight (28) days referred to in paragraph 18 by up to fourteen (14) days, with the consent of the Party by whom the Dispute was referred.
20. The Adjudicator's decision shall be binding upon the parties to the Dispute and the Adjudicator unless and until the Dispute is finally determined by legal proceedings, by arbitration (if the parties otherwise agree to arbitration) or by agreement. The Adjudicator may on his own initiative or on the application of a Party correct his decision so as to remove a clerical or typographical error arising by accident or omission. Any correction of a decision must be made within five (5) days of the delivery of the decision to the parties to the dispute. As soon as possible after correcting a decision in accordance with this paragraph, the Adjudicator must deliver a copy of the corrected decision to each of the Parties to this Agreement. Any correction of a decision shall form part of the decision. The Adjudicator may in his decision allocate his remuneration and expenses between the Parties in accordance with paragraph 27. If the Adjudicator's decision changes any payment which is due under this Agreement, payment of the sum decided by the Adjudicator shall be due not later than seven (7) days from the date of the decision or the date on which such payment is due in accordance with the provisions of this Agreement, whichever is the later.
21. The Adjudicator:
 - 21.1 shall act impartially and as an expert (not as an arbitrator) in the conduct of the reference and in reaching his decision;
 - 21.2 shall consider any relevant information submitted to him by any of the parties to the Dispute and make available to them any information to be taken into account in reaching his decision provided in accordance with the procedure (if any) which the Adjudicator may decide;
 - 21.3 shall reach his decision in accordance with the law applicable to this Agreement;
 - 21.4 may take the initiative in ascertaining the facts and the law in relation to the Dispute;

- 21.5 may with the consent of the parties to the Dispute seek legal or technical advice from consultants whose appointment by the Adjudicator (including terms of remuneration) is subject to the approval of the parties to the Dispute;
 - 21.6 shall, where a translation of any document is required, decide by whom it should be provided in the event that the parties to the Dispute do not agree.
22. The Adjudicator shall decide in his discretion on the procedure to be followed in the adjudication. In particular he may, but is not obliged to:
 - 22.1 convene meetings upon reasonable notice to the parties to the Dispute at which such parties and their representatives are entitled to be present;
 - 22.2 submit lists of questions to the parties to the Dispute to be answered in such meetings or in writing within such reasonable time as he requires;
 - 22.3 require the parties to the Dispute to provide him with such information and other facilities as he reasonably requires for the determination of the Dispute;
 - 22.4 otherwise take such action and adopt such procedures as do not conflict with any of the provisions of this Agreement and are reasonable and proper for the just, expeditious and economical determination of the Dispute;
 - 22.5 inspect any part of the LUL Network, the Supplier's Works or the facilities of any relevant Subcontractor.
23. The Adjudicator shall not be liable for anything done or omitted in the discharge or purported discharge of his functions as an adjudicator unless the act or omission is in bad faith. The Parties also agree that any employee or agent of the Adjudicator shall be similarly protected from liability.
24. All meetings are private and save as required by law the Adjudicator and the Parties shall keep confidential the Dispute, all information of whatever nature provided to him by or on behalf of any Party and his decision.
25. The Parties to a contract to which the Dispute relates shall continue to observe and perform all the obligations contained in such contract, notwithstanding any reference to the Adjudicator, and insofar as the same is consistent with any safety review procedures to which the parties to the Dispute are bound, give effect forthwith to the Adjudicator's decision in every respect unless and until as hereinafter provided the Dispute is finally determined by a court in any legal proceedings, by arbitration (if the parties otherwise agree to arbitration) or by agreement. Any party to the Dispute may apply to any appropriate court for enforcement of the Adjudicator's decision. Neither any form of enforcement of the Adjudicator's decision nor any form of challenge to the enforcement of the Adjudicator's decision nor any dispute arising out of or in connection with such enforcement or challenge are regarded and treated as a Dispute for the purposes of this Schedule 10 (*Dispute Resolution Procedure*).
26. After the giving of a Notice of Adjudication, the Parties may seek to agree how the Adjudicator allocates the costs and fees excluding his remuneration and expenses which are dealt with in paragraph 27 below of the adjudication as between the Parties. If such an agreement is reached between the Parties, they shall notify the Adjudicator, who shall allocate costs and fees in accordance with such agreement. The Parties agree to be bound

by the Adjudicator's allocation of costs and fees and to pay such costs and fees in accordance with the Adjudicator's direction unless and until the direction of the Adjudicator is set aside or revised by a court pursuant to any legal proceedings.

27. Subject to any agreement of the Parties, the Adjudicator shall allocate payment of his remuneration and expenses as between the Parties. Unless the Parties otherwise agree, the Adjudicator awards the payment of his remuneration and expenses on the general principle that costs should follow the event, except where it appears to the Adjudicator that in the circumstances this is not appropriate in relation to the whole or part of his remuneration or expenses. The Parties agree to be bound by the Adjudicator's allocation of payment of his remuneration and expenses and pay such remuneration and expenses in accordance with the Adjudicator's direction unless and until the direction of the Adjudicator is set aside or revised by a court pursuant to any legal proceedings.
28. All notices, written submissions and any other written communications between the parties to the Dispute and the Adjudicator shall either be delivered by hand, sent by facsimile or sent by first class pre-paid post or recorded delivery (airmail if posted to or from a place outside the United Kingdom) and, in each case, copied simultaneously (delivered or sent as aforesaid) to the other Parties. Copies by way of confirmation of all communications by facsimile between the parties to the Dispute and the Adjudicator shall also be sent by first class post (airmail if posted to or from a place outside the United Kingdom) not later than the next following Working Day the date of the original facsimile transmission.
29. All information of whatever nature provided to the Adjudicator by any party to the Dispute shall be copied to the other parties simultaneously.
30. If any party to a Dispute is dissatisfied with the Adjudicator's decision on that Dispute, that party may commence court proceedings for the final determination of the Dispute.

SCHEDULE 11: FORM OF PERFORMANCE BOND

(Letterhead of Guarantor)

To: London Underground Limited (its successors in title and assigns)

Contract Bond No. [•]

1. Whereas our clients [•] (the "**Supplier**") have entered into a contract with you dated [•] (the "**Contract**") in respect of [•], we [•] (the "**Guarantor**", which term shall include our successors in title and assigns) hereby irrevocably undertake as a primary obligation upon first demand in writing made by you upon us from time to time or at any time to pay to you on each occasion the sum demanded by you within five (5) banking days upon service of your demand.

PROVIDED THAT:

2. This Bond shall come into force on the date hereof.
3. Any demand hereunder shall be substantially in the form of either Annex 1A or Annex 2 to this Bond, and as between you and us the facts set out in that demand shall be: (a) deemed to be true and (b) accepted by us as conclusive evidence for the purposes of this Bond that the amount claimed in the demand is due and payable to you hereunder, it being our intention that the event upon which payment must be made hereunder is the service of your demand without any rights on our part to raise any objections, irrespective of the validity or the effectiveness of the Contract and the obligations arising thereunder and irrespective of the underlying facts or their significance under the Contract.
4. Any demand in the form of Annex 1A to this Bond shall be accompanied by a copy of a letter from you sent to the Supplier by first class recorded delivery fourteen (14) or more days before the date of the demand, substantially in the form of Annex 1B to this Bond.
5. All sums payable under this Bond shall be paid in pounds sterling to such bank account as may be specified in your demand in immediately available funds, free of any restriction or condition and free and clear of and without any deduction or withholding whether for or on account of tax, by way of set-off, or otherwise, except to the extent required by law.
6. For the purpose of this paragraph 6, the expression "**Expiry Date**" means [•]. Our liability hereunder shall be limited as follows:
 - (a) we shall have no liability in respect of any demand received after the Expiry Date; and
 - (b) in respect of a demand or demands received on or before the Expiry Date, our liability shall not exceed the aggregate sum of £[•].
7. Our obligations hereunder shall remain in full force and effect and shall not in any way be affected, reduced or discharged by:
 - (a) any alteration to the terms of the Contract made by agreement between you and the Supplier; and/or

- (b) any defence, counterclaim, set-off or other deduction available to the Supplier under the Contract; and/or
 - (c) any alteration in the extent or nature or sequence or method or timing of the works/services to be carried out under the Contract; and/or
 - (d) any time being given to the Supplier or any other indulgence or concession to the Supplier or any forbearance, forgiveness or any other thing done, omitted or neglected to be done under the Contract; and/or
 - (e) any other bond, security or guarantee now or hereafter held by you for all or any part of the obligations of the Supplier under the Contract; and/or
 - (f) the release or waiver of any such other bond, security or guarantee; and/or
 - (g) any amalgamation or reconstruction or dissolution including liquidation or change in control or constitution of the Supplier; and/or
 - (h) the termination of the Contract; and/or
 - (i) any other event which might operate to discharge a guarantor at law or in equity.
8. Terms defined in the Contract and not otherwise defined herein shall have the same meaning in this Bond unless inconsistent with the context.
 9. This Bond shall be governed by, and interpreted according to, the laws of England and the Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this Bond and any matter arising from it save that you shall have the right to bring proceedings in the Courts of any other jurisdiction in which any of our assets may be situated.
 10. This Bond may be assigned or transferred without our prior consent to any member of the Transport for London Group. Any other assignment or transfer of this Bond by either party shall require the consent of the other party, such consent not to be unreasonably withheld or delayed.
 11. This bond may not be amended, varied or supplemented in any manner whatsoever without your prior written consent, other than in accordance with its express terms.
 12. Each of the provisions of this bond is severable and distinct from the others, and if at any time any such provision is or becomes ineffective, inoperable, invalid or unenforceable it shall be severed and deemed to be deleted from this bond, and in such event the remaining provisions of this bond shall continue to have full force and effect.
 13. All bank charges and other fees payable in relation to or in connection with this bond are for the account of the Supplier and you shall have no liability or responsibility therefor.
 14. Except to the extent it is inconsistent with the express terms of this bond, this bond is subject to the ICC Uniform Rules for Demand Guarantees, 2010 revision, ICC Publication No. 758.

Executed as a deed by the parties and delivered on the date of this Bond.

Executed as a Deed by [GUARANTOR])

acting by)

) Authorised Signatory

and)

) Authorised Signatory

Executed as a deed by affixing the Common Seal of)

LONDON UNDERGROUND LIMITED)

in the presence of:-)

.....

[Authorised Signatory]

ANNEX 1B

Form of Demand from the Company to the Guarantor

To be sent by first class recorded delivery post

Dear Sirs

[Contract Title]

Contract No: [•]

We refer to the Bond given by you to us dated [•]. We enclose a copy of a letter from us to [•] ("the **Supplier**") which was sent to the Supplier by first class recorded post on [•] which is more than fourteen (14) days before the date of this demand.

The Supplier has not taken steps to remedy the breach/breaches of the Contract.

The breach/breaches of the Contract is/are as follows:

[•]We hereby demand payment from you of the sum of £[•] under your Bond. Please make payment by CHAPS in sterling payable to [London Underground Limited bank account details].

Yours faithfully

.....

London Underground Limited

55 Broadway

London

SW1H 0BD

ANNEX 1C

Form of letter from the Company to the Supplier

To be sent by first class recorded delivery post

Dear Sirs

[Contract Title]

Contract No: [•] (the "Contract")

As explained in [previous letters to you/ our letter dated [•]], you are in breach of your obligations under the Contract and you have not proposed or implemented sufficient steps to remedy those breaches.

This letter therefore notifies you that, unless within the next fourteen (14) days you take steps to remedy the breach/breaches, we will be entitled without further notice to you to call for payment under the Bond given on your behalf by [• Guarantor].

Yours faithfully

.....

on behalf of

London Underground Limited

55 Broadway

London

SW1H 0BD

ANNEX 2

Alternative form of demand from the Company to the Guarantor

Dear Sirs

[Contract Title]

Contract No: [•] (the "Contract")

We refer to the Bond given by you to us dated [•].

An event has occurred of the type described in Clause [•] of the Contract.

The breach/breaches of the Contract is/are as follows:

[•]

We hereby demand payment from you of the sum of £[•] under the Bond. Please make payment by CHAPS made payable to [London Underground Limited bank account details].

Yours faithfully

.....

London Underground Limited

55 Broadway

London

SW1H 0BD

SCHEDULE 12: KEY PERFORMANCE INDICATORS

Delivery Arrangements

1.1 Monitoring will be based on a cooperative approach and will be transparent.

Core Performance

1.2 The following table outlines the core performance requirements which apply to all Goods being delivered under this Agreement. The Supplier will submit the information required below.

Delivery Performance				
PERFORMANCE				
Reference	Area	Performance Indicator	Target	Information Required
CCTV@DEL01	Delivery	Delivery of each Train's worth of Goods to the Purchaser's nominated premises occurs on the programmed delivery day between 08.00 and 12.00 (noon).	95% on-time delivery	Issue by the Purchaser of a valid, signed Delivery Certificate for each of the 83 Train's worth of Goods evidencing that the Delivery has taken place in accordance with the Agreement.

1.3 Delivery of each Train's worth of Goods shall be in accordance with Schedule 2 of this Agreement.

1.4 Deliveries shall occur between 08.00 and 12.00 (noon) on Friday's unless otherwise agreed with the Purchaser.

1.5 The Supplier shall ensure that there are effective communication procedures in place and at all times co-operate with the Purchaser's planned and agreed processes for delivery of the Goods.

Additional Spares Delivery Performance

1.6 The following table outlines the core performance requirements which apply to all Additional Spares being delivered under this Agreement. The Supplier will submit the information required below.

Additional Spares Delivery Performance				
PERFORMANCE				
Reference	Area	Performance Indicator	Target	Information Required
CCTV@SPA01	Delivery	Delivery to the Purchaser's nominated premises occurs on the required delivery day between 08.00 and 12.00 (noon).	100% on-time delivery	Issue by the Purchaser of a valid, signed Delivery Certificate for each of the Spares item or part evidencing that the Delivery has taken place in accordance with the Agreement.

1.9 Failure to meet the delivery times for CCTV@SPA01 will attract the following abatements against the full order value for all Additional Spares to be delivered in the measure period. This will be measured each 3 months following Fleet Acceptance:

On Time Delivery Performance	Abatement Attracted on Full Value of the orders of Additional Spares
>= 99.00%	0%
97.00% - 98.99%	1%
95.00% - 96..99%	2%
90.00% 94.99%	3%
80.00% - 89.99%	4%
<80.00%	5%

SCHEDULE 13: FORM OF ESCROW AGREEMENT

Single Licensee Escrow Agreement

Date: []

Owner: []

Agreement Number: []

Notice: The parties to this Agreement are obliged to inform the Escrow Agent of any changes to the Escrow Materials or in their circumstances (including change of name, registered office, contact details or change of owner of the intellectual property in the Escrow Materials)

Escrow Agreement Dated:

Between:

- (1) **[SUPPLIER]** (Registered Number:[]) a company incorporated under the laws of England and Wales whose registered office is at [] (the "**Supplier**");
- (2) **LONDON UNDERGROUND LIMITED**, (Registered Number:1900907) a company incorporated under the laws of England and Wales whose registered office is at 55 Broadway, London, SW1H 0BD (the "**Purchaser**"); and
- (3) **NCC ESCROW INTERNATIONAL LIMITED** (Registered No: 03081952) a company registered in England whose registered office is at Manchester Technology Centre, Oxford Road, Manchester M1 7EF, ENGLAND ("**The Escrow Agent**").

Background:

- (A) The Purchaser and the Supplier have agreed that the Supplier will design, manufacture and supply CCTV System for the London Underground Central Line fleet prototype goods, related spares, special tools and other items (the "**Goods**") and provide related services to the Purchaser on and subject to the terms set out in the Manufacture, Supply and Services Agreement.
- (B) The Escrow Materials are the confidential property of the Supplier and are required for the manufacture, operation, maintenance and modification of the Goods.

Agreement:

In consideration of the mutual undertakings and obligations contained in this Agreement, the parties agree that:

1. Definitions and Interpretation

1.1 In this Agreement the following terms shall have the following meanings:

"Agreement" means the terms and conditions of this escrow agreement set out below, including the schedules hereto.

"Confidential Information" means all technical and/or commercial information not in the public domain and which is designated in writing as confidential by any party together with all other information of any party which may reasonably be regarded as confidential information.

"Escrow Materials" means the Software, Source Code and any other such materials notified in writing by the Purchaser to the Supplier that are required by the Purchaser to enable the Purchaser to perform or procure the performance of the Supplier's obligations under the Manufacture and Supply Agreement including, but not limited to, design drawings, product specifications and quality control measures.

"Full Verification" means the tests and processes forming the Escrow Agent's Full Verification service and/or such other tests and processes as may be agreed between the parties for the verification of the Escrow Materials.

"Independent Expert" means a suitably qualified and independent solicitor or barrister.

"Integrity Testing" means those tests and processes forming the Escrow Agent's Integrity Testing service, in so far as they can be applied to the Escrow Materials.

"Intellectual Property Rights" mean any copyright, patents, design patents, registered designs, design rights, utility models, trademarks, service marks, trade secrets, know how, database rights, moral rights, confidential information, trade or business names, domain names, and any other rights of a similar nature including industrial and proprietary rights and other similar protected rights in any country or jurisdiction together with all registrations, applications to register and rights to apply for registration of any of the aforementioned rights and any licences of or in respect of such rights.

"Licence" means the licence granted to the Purchaser to use the Software.

"Licence Agreement" means the agreement listed in Schedule 3 under which the Purchaser was granted the Licence.

"Order Form" means the order form setting out the details of the order placed with the Escrow Agent for setting up this Agreement.

"Release Purposes" means the purposes of understanding, maintaining, modifying and correcting the Software exclusively for and on behalf of the Purchaser together with such other purposes (if any) as are permitted under the Licence Agreement.

"Release Events" has the meaning given to it in Clause 6.1 of this Agreement.

"Software" means the software package together with any updates and upgrades thereto and new versions thereof licensed to the Purchaser under the Licence Agreement.

"Source Code" means the computer programming code of the Software in human readable form and such other material and documentation (including updates and upgrades thereto and new versions thereof) as are necessary to be delivered or deposited to comply with clause 2 of this Agreement.

"Third Party Material" means Source Code which is not the confidential information and intellectual property of the Supplier or the Purchaser.

1.2 This Agreement shall be interpreted in accordance with the following:

1.2.1 headings are for ease of reference only and shall not be taken into consideration in the interpretation of this Agreement;

1.2.2 all references to clauses and schedules are references to clauses and schedules of this Agreement; and

1.2.3 all references to a party or parties are references to a party or parties to this Agreement.

2. Supplier's Duties and Warranties

2.1 The Supplier shall:

2.1.1 deliver a copy of the Escrow Materials each time there is a change to such item of Escrow Materials;

2.1.2 ensure that each item of the Escrow Materials deposited with the Escrow Agent comprises the latest version of such item of information or documentation used by the Purchaser and, where such item comprises the Source Code, ensure that

each copy of the Source Code comprises the Source Code of the latest version of the Software used by the Purchaser;

- 2.1.3 deliver to the Escrow Agent a replacement copy of the relevant Escrow Materials within thirty (30) days after the anniversary of the last delivery of the relevant Escrow Materials to ensure that the integrity of the Escrow Material media is maintained;
- 2.1.4 deliver a replacement copy of the Escrow Materials to the Escrow Agent within fourteen (14) days of a notice given to it by the Escrow Agent under the provisions of clause 4.1.3;
- 2.1.5 deliver with each deposit of the Escrow Materials the following information:
 - 2.1.5.1 details of the deposit including, where applicable, the full name of the relevant Escrow Material (i.e. the original name together with any new names given to the Escrow Materials by the Supplier), version details, media type, backup command/software used, compression used, archive hardware and operating system details; and
 - 2.1.5.2 password/encryption details required to access the Escrow Materials;
 - 2.1.5.3 any other information or documentation required to be disclosed under any Licence Agreement or to facilitate the use of any of the Escrow Materials.
- 2.1.6 deliver with each deposit of the Source Code the following technical information (where applicable):
 - 2.1.6.1 documentation describing the procedures for building, compiling and installing the software, including names and versions of the development tools;
 - 2.1.6.2 software design information (e.g. module names and functionality); and
 - 2.1.6.3 name and contact details of employees with knowledge of how to maintain and support the Source Code; and
- 2.1.7 if required by the Purchaser, deposit a backup copy of the object code of any third party software package and any other information or documentation required to access, install, build or compile or otherwise use the Source Code.
- 2.2 The Supplier warrants to both the Escrow Agent and the Purchaser at the time of each deposit of the Escrow Materials with the Escrow Agent that:
 - 2.2.1 other than any third party object code referred to in clause 2.1.7, any Third Party Material or any Escrow Materials owned by the Purchaser by virtue of the provisions of the Licence Agreement, it owns the Intellectual Property Rights in the Escrow Materials;
 - 2.2.2 in respect of any Third Party Material, it has been granted valid and ongoing rights under licence by the third party owner(s) thereof to deal with such Third Party Material in the manner anticipated under this Agreement and that the Supplier has the express authority of such third party owner(s) to deposit the Third Party

Material under this Agreement as evidenced by a signed letter of authorisation in the form required by the Escrow Agent;

2.2.3 in entering into this Agreement and performing its obligations under it, it is not in breach of any of its ongoing express or implied obligations to any third party(s);

2.2.4 the Source Code deposited under clause 2.1 contains all information in human-readable form (except for any third party object code deposited pursuant to clause 2.1.7) and is on suitable media to enable a reasonably skilled programmer or analyst to understand, maintain, modify and correct the Software; and

2.2.5 in respect of any third party object code that the Supplier, at its option, or, at the request of the Purchaser, deposits with the Escrow Agent in conjunction with the Source Code pursuant to clause 2.1.7, it has the full right and authority to do so.

3. Purchaser's Responsibilities and Undertakings

3.1 The Purchaser shall notify the Escrow Agent of any change to the Escrow Materials that necessitates a replacement deposit of the Escrow Materials.

3.2 In the event that the Escrow Materials are released under clause 6, the Purchaser shall, subject to the terms of the Licence Agreement:

3.2.1 keep the Escrow Materials confidential at all times and ensure that any other person to whom the Escrow Materials is disclosed pursuant to clause 3.2.3 does the same;

3.2.2 use the Escrow Materials only for the Release Purposes;

3.2.3 not disclose the Escrow Materials to any person save as permitted under the terms of any relevant Licence Agreement or as otherwise required for the Release Purposes;

3.2.4 hold all media containing the Escrow Materials in a safe and secure environment when not in use; and

3.2.5 forthwith destroy the Escrow Materials should the Purchaser cease to be entitled to use the Escrow Materials under the terms of the Licence Agreement.

3.3 In the event that the Escrow Materials are released under clause 6, it shall be the responsibility of the Purchaser to obtain the necessary licences to utilise the object code of any third party material deposited by the Supplier pursuant to clause 2.1.7.

4. The Escrow Agent's Duties

4.1 The Escrow Agent shall:

4.1.1 at all times during the term of this Agreement, retain the latest deposit of the Escrow Materials in a safe and secure environment;

4.1.2 inform the Supplier and the Purchaser of the receipt of any deposit of the Escrow Materials by sending to both parties a copy of the Integrity Testing report or Full Verification report (as the case may be) generated from the testing processes carried out under clause 10; and

- 4.1.3 notify the Supplier and the Purchaser if it becomes aware at any time during the term of this Agreement that the copy of the Escrow Materials held by it has been lost, damaged or destroyed so that a replacement may be obtained.
- 4.2 In the event of failure by the Supplier to deposit any Escrow Materials with the Escrow Agent, the Escrow Agent shall not be responsible for procuring such deposit and may, at its sole discretion, notify the Purchaser of the Supplier's failure to deposit any Escrow Materials.
- 4.3 The Escrow Agent may appoint agents, contractors or sub-contractors as it deems fit to carry out the Integrity Testing and the Full Verification processes. The Escrow Agent shall ensure that any such agents, contractors and sub-contractors are bound by the same confidentiality obligations as are contained in clause 8.
- 4.4 The Escrow Agent has the right to make such copies of the Escrow Materials as may be necessary solely for the purposes of this Agreement.

5. Payment

- 5.1 The parties shall pay the Escrow Agent's standard fees and charges as published from time to time or as otherwise agreed, in the proportions set out in Schedule 2. The Escrow Agent's fees as published are exclusive of value added tax.
- 5.2 The Escrow Agent shall be entitled to review and vary its standard fees and charges for its services under this Agreement from time to time but no more than once a year and only upon 45 days written notice to the parties.
- 5.3 All invoices are payable within thirty (30) days from the date of invoice. The Escrow Agent reserves the right to charge interest in respect of the late payment of any sum due under this Agreement (both before and after judgement) at the rate of 2% per annum over the prevailing base rate of HSBC Bank Plc accruing on a daily basis from the due date therefor until full payment.

6. Release Events

- 6.1 Subject to: (i) the remaining provisions of this clause 6 and (ii) the receipt by the Escrow Agent of its release fee and any other fees and interest (if any) outstanding under this Agreement, the Escrow Agent will release the Escrow Materials to a duly authorised officer of the Purchaser if any of the following events ("**Release Event(s)**") occur:
- 6.1.1 if the Supplier is a company:
- 6.1.1.1 an order is made for the winding up of the Supplier, the Supplier passes a resolution for winding up (other than for the purposes of a solvent reconstruction or amalgamation) or a liquidator of the Supplier is appointed; or
 - 6.1.1.2 an order is made for the appointment of an administrator of the Supplier or an administrator of the Supplier is appointed; or
 - 6.1.1.3 the Supplier enters into a compromise or arrangement with creditors; or
 - 6.1.1.4 the Supplier has a receiver, administrative receiver or manager appointed over all or any part of its assets or undertaking; or

- 6.1.1.5 the Supplier is dissolved; or
- 6.1.2 if the Supplier is an individual:
 - 6.1.2.1 the Supplier enters into a compromise or arrangement with creditors; or
 - 6.1.2.2 the Supplier is declared bankrupt; or
 - 6.1.2.3 the Supplier dies; or
- 6.1.3 if the Supplier is a partnership:
 - 6.1.3.1 any of the partners in the Supplier are declared bankrupt or enter into a compromise or arrangement with creditors; or
 - 6.1.3.2 the Supplier is wound up or dissolved; or
 - 6.1.3.3 the Supplier enters into a compromise or arrangement with creditors; or
 - 6.1.3.4 a partnership administration order is made in respect of the Supplier; or
- 6.1.4 any similar or analogous proceedings or event to those in clauses 6.1.1 to 6.1.3 above occurs in respect of the Supplier within any jurisdiction outside England; or
- 6.1.5 the Supplier ceases to carry on its business or the part of its business which relates to the Escrow Materials; or
- 6.1.6 the Supplier assigns its rights to the Intellectual Property Rights in the Escrow Materials to a third party ("**Assignee**") and the Assignee fails, within 60 days of all parties' knowledge of such assignment, to continue escrow protection for the benefit of the Purchaser by failing to enter into either:
 - 6.1.6.1 a novation agreement with the Purchaser and the Escrow Agent for the assumption of the Supplier's rights and obligations under this Agreement by the Assignee; or
 - 6.1.6.2 a new escrow agreement with the Purchaser for the Escrow Materials which offers the Purchaser substantially similar protection to that provided by this Agreement without significantly increasing the overall cost to the Purchaser,

provided that if the Assignee offers to enter into a novation or new escrow agreement within sixty (60) days of all parties' knowledge of the assignment and the Purchaser fails to accept the Assignee's offer within thirty (30) days of such offer being notified to the Purchaser, there shall be no Release Event under this clause; or
- 6.1.7 the Supplier or, where relevant, its agent, parent, subsidiary or associated company is in material breach of its obligations under the relevant Licence Agreement or any maintenance agreement entered into in connection with the Escrow Materials and has failed to remedy such default as required by the terms of the Licence Agreement or such maintenance agreement.
- 6.2 The Purchaser must notify the Escrow Agent of the Release Event specified in clause 6.1 by

delivering to the Escrow Agent a statutory or notarised declaration ("**Declaration**") made by an officer of the Purchaser declaring that such Release Event has occurred, setting out the facts and circumstances of the Release Event, that the Licence Agreement and any maintenance agreement, if relevant, for the Escrow Materials was still valid and effective up to the occurrence of such Release Event and exhibiting such documentary evidence in support of the Declaration as the Escrow Agent shall reasonably require.

6.3 Upon receipt of a Declaration from the Purchaser claiming that a Release Event has occurred:

6.3.1 the Escrow Agent shall submit a copy of the Declaration to the Supplier by courier or other form of guaranteed delivery; and

6.3.2 unless within fourteen (14) days after the date of despatch of the Declaration by the Escrow Agent, the Escrow Agent receives a counter-notice signed by a duly authorised officer of the Supplier stating that in their view no such Release Event has occurred or, if appropriate, that the event or circumstance giving rise to the Release Event has been rectified as shown by documentation in support thereof,

The Escrow Agent will release the Escrow Materials to the Purchaser for its use for the Release Purposes.

6.4 Upon receipt of the counter-notice from the Supplier under clause 6.3.2, the Escrow Agent shall send a copy of the counter-notice and any supporting evidence to the Purchaser by courier or other form of guaranteed delivery.

6.5 Upon receipt by the Purchaser of the counter-notice from the Escrow Agent or, in any event, within ninety (90) days of despatch of the counter-notice by the Escrow Agent, the Purchaser may give notice to the Escrow Agent that they wish to invoke the dispute resolution procedure under clause 7.

6.6 If, within ninety (90) days of despatch of the counter-notice by the Escrow Agent to the Purchaser, the Escrow Agent has not been informed by the Purchaser that they wish the dispute resolution procedure under clause 7 to apply, the Declaration submitted by the Purchaser will be deemed to be no longer valid and the Purchaser shall be deemed to have waived their right to release of the Escrow Materials for the particular reason or event specified in the original Declaration.

6.7 For the avoidance of doubt, where a Release Event has occurred under clauses 6.1.1 to 6.1.5, a subsequent assignment of the Intellectual Property Rights in the Escrow Materials shall not prejudice the Purchaser's right to release of the Escrow Materials and its use for the Release Purposes.

7. Disputes

7.1 The Escrow Agent shall notify the Supplier of the Purchaser's request for dispute resolution. Unless the Supplier or the Purchaser objects, the Escrow Agent's Chief Executive Officer for the time being will appoint an Independent Expert to resolve the dispute. If the Supplier or the Purchaser objects to this appointment, they shall endeavour to appoint a mutually acceptable Independent Expert within seven (7) days of registering their objection. If they fail to appoint an Independent Expert within this seven (7) day period, the Escrow Agent shall request that the President of The Law Society appoints an Independent Expert to

resolve the dispute. Any appointment of an Independent Expert under this clause shall be binding upon the parties.

- 7.2 Within five (5) working days of the appointment of the Independent Expert, the Supplier and the Purchaser shall each provide full written submissions to the Independent Expert together with all relevant documentary evidence in their possession in support of their claim.
- 7.3 The Independent Expert shall be requested to give a decision on the matter within fourteen (14) days of the date of referral or as soon as practicable thereafter and to send a copy of that decision to the Supplier, Purchaser and the Escrow Agent. The Independent Expert's decision shall be final and binding on all parties and shall not be subject to appeal to a court in legal proceedings except in the case of manifest error.
- 7.4 If the Independent Expert's decision is in favour of the Purchaser, the Escrow Agent is hereby authorised to release and deliver the Escrow Materials to the Purchaser within five (5) working days of the decision being notified by the Independent Expert to the parties.
- 7.5 The parties hereby agree that the costs and expenses of the Independent Expert shall be borne by the party against whom the decision of the Independent Expert is given.

8. Confidentiality

- 8.1 The Escrow Materials shall remain at all times the confidential and intellectual property of its owner.
- 8.2 Subject to the terms of the Licence Agreement, in the event that the Escrow Agent releases the Escrow Materials to the Purchaser, the Purchaser shall be permitted to use the Escrow Materials only for the Release Purposes.
- 8.3 The Escrow Agent agrees to keep all Confidential Information relating to the Escrow Materials that comes into its possession or to its knowledge under this Agreement in strictest confidence and secrecy. The Escrow Agent further agrees not to make use of such information and/or documentation other than for the purposes of this Agreement and, unless the parties should agree otherwise in writing, will not disclose or release it other than in accordance with the terms of this Agreement.

9. Intellectual Property Rights

- 9.1 The release of the Escrow Materials to the Purchaser will not act as an assignment of any Intellectual Property Rights that the Supplier or any third party possesses in the Escrow Materials.
- 9.2 The Intellectual Property Rights in the Integrity Testing report and any Full Verification report shall remain vested in the Escrow Agent. The Supplier and the Purchaser shall each be granted a non-exclusive right and licence to use such report for the purposes of this Agreement and their own internal purposes only.

10. Integrity Testing and Full Verification

- 10.1 The Escrow Agent shall bear no obligation or responsibility to any party to this Agreement or person, firm, company or entity whatsoever to determine the existence, relevance,

completeness, accuracy, operation, effectiveness, functionality or any other aspect of the Escrow Materials received by the Escrow Agent under this Agreement.

- 10.2 As soon as practicable after the Escrow Materials has been deposited with the Escrow Agent, the Escrow Agent shall apply its Integrity Testing processes to the Material.
- 10.3 Any party to this Agreement shall be entitled to require the Escrow Agent to carry out a Full Verification. Subject to clause 10.4, the Escrow Agent's prevailing fees and charges for the Full Verification processes and all reasonable expenses incurred by the Escrow Agent in carrying out the Full Verification processes shall be payable by the requesting party.
- 10.4 If the Escrow Materials fail to satisfy the Escrow Agent's Full Verification tests as a result of being defective or incomplete in content, the Escrow Agent's fees, charges and expenses in relation to the Full Verification tests shall be paid by the Supplier.
- 10.5 Should the Escrow Materials deposited fail to satisfy the Escrow Agent's Integrity Testing or Full Verification tests under clauses 10.2 or 10.3, the Supplier shall, within fourteen (14) days of the receipt of the notice of test failure from the Escrow Agent, deposit such new, corrected or revised Escrow Materials as shall be necessary to ensure its compliance with its warranties and obligations in clause 2. If the Supplier fails to make such deposit of the new, corrected or revised Escrow Materials, the Escrow Agent will issue a report to the Purchaser detailing the problem with the Escrow Materials as revealed by the relevant tests.

11. The Escrow Agent's Liability

- 11.1 Nothing in this clause 11 excludes or limits the liability of the Escrow Agent for:-
- 11.1.1 fraud or fraudulent misrepresentation;
 - 11.1.2 death or personal injury caused by the Escrow Agent's (or its employees', agents' or sub-contractors') negligence; or
 - 11.1.3 any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.

Without prejudice to clauses 11.1.1 to 11.1.3(inclusive), the following provisions set out the entire financial liability of the Escrow Agent (including any liability for the acts or omissions of its employees, agents and sub-contractors) arising out of or in connection with this Agreement, whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused including (without limitation) by negligence and also including (without limitation) any liability arising from a breach of, or a failure to perform or defect or delay in performance of, any of the Escrow Agent's obligations under this Agreement.

- 11.2 The Escrow Agent shall not be liable for any loss or damage caused to the other parties except to the extent that such loss or damage is caused by the negligent acts or negligent omissions of or a breach of any contractual duty by the Escrow Agent, its employees, agents or sub-contractors in performing its obligations under this Agreement and in such event the Escrow Agent's maximum aggregate liability arising out of or in connection with this Agreement, whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused including (without limitation) by negligence and also including (without

limitation) any liability arising from a breach of, or a failure to perform or defect or delay in performance of, any of the Escrow Agent's obligations under this Agreement, shall be limited to £2,500,000 (two million five hundred thousand pounds).

- 11.3 Subject to clause 11.1 the Escrow Agent shall not be liable to the other parties for any;
- 11.3.1 indirect, consequential and/or special loss or damage;
 - 11.3.2 loss of profit (direct or indirect);
 - 11.3.3 loss of revenue, loss of production or loss of business (in each case whether direct or indirect);
 - 11.3.4 loss of goodwill, loss of reputation, or loss of opportunity (in each case whether direct or indirect);
 - 11.3.5 loss of anticipated saving or loss of margin (in each case whether direct or indirect); and/or
 - 11.3.6 loss or damage arising out of any failure by the Supplier to keep full and up to date back-ups and security copies of any Escrow Materials delivered under this Agreement,

arising out of or in connection with this Agreement, whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused including (without limitation) by negligence and also including (without limitation) any liability arising from a breach of, or a failure to perform or defect or delay in performance of, any of the Escrow Agent's obligations under this Agreement.
- 11.4 The Escrow Agent shall not be liable in any way to the Supplier or the Purchaser for acting in accordance with the terms of this Agreement and specifically (without limitation) for acting upon any notice, written request, waiver, consent, receipt, statutory declaration or any other document furnished to it pursuant to and in accordance with this Agreement.
- 11.5 The Escrow Agent shall not be required to make any investigation into and shall be entitled in good faith without incurring any liability to the Supplier or the Purchaser to assume (without requesting evidence thereof) the validity, authenticity, veracity and due and authorised execution of any documents, written requests, waivers, consents, receipts, statutory declarations or notices received by it in respect of this Agreement.

12. Indemnity

- 12.1 Save for any claim falling within the provisions of clause 11.1.1, the Supplier and the Purchaser jointly and severally agree at all times to indemnify and hold harmless the Escrow Agent in respect of all of its legal and all other costs, fees and expenses incurred directly or indirectly as a result of being brought into or otherwise becoming involved in any form of dispute resolution proceedings or any litigation of any kind between the Supplier and the Purchaser in relation to this Agreement to the extent that this Agreement does not otherwise provide for reimbursement of such costs.
- 12.2 The Supplier shall assume all liability and shall at all times indemnify and hold harmless the Escrow Agent and its officers, agents, sub-contractors and employees from and against any and all liability, loss, damages, costs, legal costs, professional and other expenses and

any other liabilities of whatever nature, awarded against or agreed to be paid or otherwise suffered, incurred or sustained by the Escrow Agent, whether direct, indirect or consequential as a result of or in connection with any claim by any third party(s) for alleged or actual infringement of Intellectual Property Rights arising out of or in connection with all and any acts or omissions of the Escrow Agent in respect of the Escrow Materials as contemplated under this Agreement.

13. Term and Termination

- 13.1 This Agreement shall continue until terminated in accordance with this clause 13.
- 13.2 If the Supplier or the Purchaser, as the case may be, fails to pay an invoice addressed to it for services under this Agreement within thirty (30) days of its issue, the Escrow Agent reserves the right to give that party written notice to pay the outstanding invoice within thirty (30) days. If the Purchaser has not paid its invoice by the expiry of the thirty (30) day notice period, this Agreement will automatically immediately terminate. If the Supplier has not paid its invoice by the expiry of the thirty (30) day notice period, the Escrow Agent will give the Purchaser a period of 15 days to pay the Supplier's invoice. If the Supplier's invoice has not been paid by the expiry of the fifteen (15) day optional payment period given to the Purchaser, this Agreement will automatically immediately terminate. Any amounts owed by the Supplier but paid by the Purchaser will be recoverable by the Purchaser direct from the Supplier as a debt and, if requested, the Escrow Agent shall provide appropriate documentation to assist in such recovery.
- 13.3 Upon termination under the provisions of clause 13.2, for thirty (30) days from the date of termination the Escrow Agent will make the Escrow Materials available for collection by the Supplier or its agents from the premises of the Escrow Agent during office hours. After such thirty (30) day period the Escrow Agent will destroy the Escrow Materials.
- 13.4 Notwithstanding any other provision of this clause 13, the Escrow Agent may terminate this Agreement by giving thirty (30) days written notice to the Supplier and the Purchaser. In that event, the Supplier and the Purchaser shall appoint a mutually acceptable new custodian on similar terms and conditions to those contained herein. If a new custodian is not appointed within fourteen (14) days of delivery of such notice, the Supplier or the Purchaser shall be entitled to request the President for the time being of the British Computer Society (or successor body) to appoint a suitable new custodian upon such terms and conditions as he/she shall require. Such appointment shall be final and binding on the Supplier and the Purchaser. If the Escrow Agent is notified of the new custodian within the notice period, the Escrow Agent will forthwith deliver the Escrow Materials to the new custodian. If the Escrow Agent is not notified of the new custodian within the notice period, the Escrow Agent will return the Escrow Materials to the Supplier.
- 13.5 The Purchaser may terminate this Agreement at any time by giving written notice to the Escrow Agent. Upon such termination, the Escrow Agent will return the Escrow Materials to the Supplier.
- 13.6 If the Escrow Agent discovers that a Release Event has occurred and the Purchaser has failed to exercise its right to claim for release of the Escrow Materials under clause 6.2, the Escrow Agent shall have the right to terminate this Agreement upon thirty (30) days written notice to the Supplier and the Purchaser. The Purchaser shall have the option of applying for release in accordance with clause 6 during this notice period, but if it fails to do so, upon the expiry of this notice period, this Agreement shall automatically terminate and,

unless otherwise instructed by the Supplier or the Assignee prior to expiry of the notice period, the Escrow Agent shall destroy the Escrow Materials.

- 13.7 If the Intellectual Property Rights in the Escrow Materials have been assigned to a third party and the proviso in clause 6.1.6 applies such that there has been no Release Event under that clause, the Escrow Agent shall be entitled to terminate this Agreement immediately by written notice to the Supplier and the Purchaser and upon such termination, unless otherwise instructed by the Supplier or the Assignee, the Escrow Agent shall destroy the Escrow Materials.
- 13.8 If the Licence has expired or has been lawfully terminated, then the Purchaser shall give notice to the Escrow Agent within fourteen (14) days thereof to terminate this Agreement, failing which, the Supplier shall be entitled to give written notice to the Escrow Agent to terminate this Agreement. Upon receipt of such a notice from the Supplier, the Escrow Agent shall notify the Purchaser of the Supplier's notice to terminate. Unless within fourteen (14) days of the Escrow Agent giving such notice to the Purchaser, the Escrow Agent receives a counter-notice signed by a duly authorised officer of the Purchaser disputing the termination of the Licence Agreement, then the Purchaser shall be deemed to have consented to such termination and this Agreement shall immediately automatically terminate. Any disputes arising under this clause shall be dealt with in accordance with the dispute resolution procedure in clause 7. Upon termination under this clause, the Escrow Agent shall return the Escrow Materials to the Supplier.
- 13.9 Subject to clause 13.8, the Supplier may only terminate this Agreement with the written consent of the Purchaser.
- 13.10 This Agreement shall automatically immediately terminate upon release of the Escrow Materials to the Purchaser in accordance with clause 6.
- 13.11 If this Agreement is superseded and replaced by a new agreement in respect of the Escrow Materials, this Agreement shall, upon the coming into force of the new agreement, automatically terminate. The relevant party or parties shall request the Escrow Agent to either transfer the Escrow Materials to the new agreement or ask the owner under the new agreement to deposit new material. If new material is deposited, upon its receipt, the Escrow Agent shall, unless otherwise instructed, destroy the Escrow Materials.
- 13.12 The provisions of clauses 1, 3.2, 3.3, 5, 8, 9, 10.1, 11, 12, 13.12 to 13.14 (inclusive) and 14 shall continue in full force after termination of this Agreement.
- 13.13 On and after termination of this Agreement, the Supplier and/or the Purchaser (as appropriate) shall remain liable to the Escrow Agent for payment in full of any fees and interest which have become due but which have not been paid as at the date of termination.
- 13.14 The termination of this Agreement, however arising, shall be without prejudice to the rights accrued to the parties prior to termination.

14. General

- 14.1 A party shall notify the other parties to this Agreement, within 30 days of its occurrence, of any of the following:
- 14.1.1 a change of its name, registered office, contact address or other contact details;

and

- 14.1.2 any material change in its circumstances that may affect the validity or operation of this Agreement.
- 14.2 Within fourteen (14) days of any assignment or transfer by the Supplier of any part of its Intellectual Property Rights in the Escrow Materials, the Supplier shall notify:
 - 14.2.1 The Escrow Agent and the Purchaser of such assignment and the identity of the Assignee; and
 - 14.2.2 the Assignee of the provisions of clause 6.1.6.
- 14.3 The formation, existence, construction, performance, validity and all other aspects of this Agreement shall be governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts.
- 14.4 This Agreement, together with the Order Form and any relevant the Escrow Agent standard terms and conditions represent the whole agreement relating to the escrow arrangements between the Escrow Agent and the other parties for the Escrow Materials and shall supersede all prior agreements, discussions, arrangements, representations, negotiations and undertakings. In the event of any conflict between any of these documents, the terms of this Agreement shall prevail.
- 14.5 Unless the provisions of this Agreement otherwise provide, any notice or other communication required or permitted to be given or made in writing hereunder shall be validly given or made if delivered by hand or courier or if despatched by first class recorded delivery (airmail if overseas) addressed to the address specified for the parties in this Agreement (or such other address as may be notified to the parties from time to time) or if sent by facsimile message to such facsimile number as has been notified to the parties from time to time and shall be deemed to have been received:
 - (i) if delivered by hand or courier, at the time of delivery;
 - (ii) if sent by first class recorded delivery (airmail if overseas), 2 business days after posting (6 days if sent by airmail);
 - (iii) if sent by facsimile, at the time of completion of the transmission of the facsimile with facsimile machine confirmation of transmission to the correct facsimile number of all pages of the notice.
- 14.6 The Supplier and the Purchaser shall not assign, transfer or subcontract this Agreement or any rights or obligations thereunder without the prior written consent of the other parties.
- 14.7 The Escrow Agent shall be entitled to transfer or assign this Agreement upon written notice to both the Supplier and the Purchaser.
- 14.8 This Agreement shall be binding upon and survive for the benefit of the successors in title and permitted assigns of the parties.
- 14.9 If any provision of this Agreement is declared too broad in any respect to permit enforcement to its full extent, the parties agree that such provision shall be enforced to the maximum extent permitted by law and that such provision shall be deemed to be varied accordingly. If any provision of this Agreement is found by any court, tribunal or

administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void or unenforceable, it shall, to the extent of such illegality, invalidity or unenforceability, be deemed severable and the remaining part of the provision and the rest of the provisions of this Agreement shall continue in full force and effect.

- 14.10 Save as expressly provided in this Agreement, no amendment or variation of this Agreement shall be effective unless in writing and signed by a duly authorised representative of each of the parties to it.
- 14.11 The parties shall not be liable to each other or be deemed to be in breach of this Agreement by reason of any delay in performing, or failure to perform, any of their obligations under this Agreement if the delay or failure was for a reason beyond that party's reasonable control (including, without limitation, fire, flood, explosion, epidemic, riot, civil commotion, any strike, lockout or other industrial action, act of God, war or wartime hostilities or threat of war, terrorist activities, accidental or malicious damage, or any prohibition or restriction by any governments or other legal authority which affects this Agreement and which is not in force on the date of this Agreement). A party claiming to be unable to perform its obligations under this Agreement (either on time or at all) in any of the circumstances set out above must notify the other parties of the nature and extent of the circumstances in question as soon as practicable. If such circumstances continue for more than six months, any of the other parties shall be entitled to terminate this Agreement by giving one month's notice in writing.
- 14.12 No waiver by any party of any breach of any provisions of this Agreement shall be deemed to be a waiver of any subsequent or other breach and, subject to clause 6.6, no failure to exercise or delay in exercising any right or remedy under this Agreement shall constitute a waiver thereof.
- 14.13 This Agreement is not intended to create any right under the Contracts (Rights of Third Parties) Act 1999 which is enforceable by any person who is not a party to this Agreement and the rights of any third party under the said act are hereby expressly excluded.
- 14.14 This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

Schedule 1

NOT USED

Schedule 2

The Escrow Agent's Fees

	DESCRIPTION	OWNER	LICENSEE
1	Annual Fee (payable on completion of this Agreement and in advance of each anniversary thereafter)	100%	Nil
2	Scheduled Update Fee (2 nd and subsequent scheduled deposits in any one year, payable on completion of this Agreement and in advance of each anniversary thereafter)	100%	Nil
3	Unscheduled Update Fee (per unscheduled deposit)	100%	Nil
4	Release Fee (plus the Escrow Agent's reasonable expenses)	100%	Nil

Additional fees will be payable to the Escrow Agent by the Purchaser (unless otherwise agreed between the parties) for the following where applicable:

- Storage Fee for deposits in excess of 1 cubic foot;
- Any novation or replacement of this Agreement at the request of the Supplier or the Purchaser;
- Integrity Testing Fee for deposits consisting of more than 5 media items.

Schedule 3

Licence Agreement

[Insert full details of the agreement related to the Escrow Materials.]

SCHEDULE 14: QUENSH

For purposes of this Schedule 14 the 'Purchaser' shall be referred to as the 'Client' and the 'Supplier' shall be referred to as the 'Supplier'.

- 1.1 The Client has provided the 'Contract Menu'(attached at Appendix 1 of this Schedule 14 (QUENSH) an evaluation of the scope of works in the identified by the client column of the menu by providing a 'Y' or 'N'. The Client has provided information and assumptions the 'Other documents / Comments' column where applicable. The Client has signed and dated the 'Client menu (Invitation to Tender)' on the last page of the 'Contract Menu'.
- 1.2 The Parties shall comply with the Contract Menu, and the Supplier shall procure that all of its Subcontractors comply with the Contract Menu, for the duration of this Agreement.
- 1.3 The menu shall be subject to project version and document control. Any queries in relation to the Contract QUENSH Conditions selected on the menu are to be referred to the Client representative. Any Variations to the 'Contract Menu' after the Commencement Date will be reviewed by the Client and may, at the Client's absolute and sole discretion be subject to the Variation Procedure.

F0780 A18 Contract Menu

This Contract Menu must be used in conjunction with Category 1 Standard [S1552](#) "Contract QUENSH Conditions"

Contract Menu

Contract No: _____

Contract Name 92TS CCTV System

Client: London Underground

Supplier: Delatim Ltd

Principal Contractor: **No**

Contract menu

Requirements in QUENSH

Applicable requirements identified by Client				Applicable requirements identified by Supplier	
Section	Topic	Other documents / Comments	Y / N	Y / N	Reference to explanation - see Section 2a in attached Guidance Notes
4	Agreement of the applicable QUENSH contract conditions				
5	Supplier's selection of sub-contractors		Y	Y	
6	Identification of Safety Critical Activities		N	N	
7	Works Environmental Management		N	N	
8	Emergency Plan	If attending LU site.	Y	Y	
9	Method Statements	If attending LU site.	Y	Y	
10	Health, Safety and Environment File		Y	Y	
11	Pre-start LU health, safety and environment meeting		Y	Y	
12	Supplier's site induction		Y	Y	
13	Site Person in Charge		N	N	
14	Staff requirements				
14.1	Behaviours				
14.1.1	Alcohol and drugs		Y	Y	
14.2	Control of hours worked				
14.2.1	Working Time Regulations		Y	Y	
14.2.2	Fatigue		Y	Y	
14.3	Knowledge				
14.3.1	English language		Y	Y	
14.3.2	Access Card and Worksite Briefing	If attending LU site.	Y	Y	
14.3.3	Visitors to sites		Y	Y	
14.4	General competence				

Applicable requirements identified by Client				Applicable requirements identified by Supplier	
Section	Topic	Other documents / Comments	Y / N	Y / N	Reference to explanation - see Section 2a in attached Guidance Notes
14.4.1	Evidencing competence of safety critical staff		Y	Y	
14.4.2	Identification of safety critical staff		Y	Y	
14.4.3	Competent external safety critical personnel		N	N	
14.4.4	Training		Y	Y	
14.4.5	Asset specific competence		Y	Y	
14.5	Medical requirements	If attending LU site.	Y	Y	
14.6	Identification of Suppliers staff		Y	Y	
14.7	Clothing	If attending LU site.	Y	Y	
15	Permits and licences				
15.1	LU specific permits and licences	If attending LU site.	Y	Y	
15.2	Permits, licences and certificates for Supplier's staff	If attending LU site.	Y	Y	
16	The Principles of Access				
16.1	Introduction		Y	Y	
16.2	Access to Stations		N	N	
16.3	Access to Track		N	N	
16.4	Access to depots		Y	Y	
17	Applying for Planned Access				
17.1	Introduction		N	N	
18	Applying for General Access		N	N	
18.1	Constraints that apply to Generic Access		N	N	
19	Access for fault repair		N	N	
20	Operational Assurance		N	N	
21	Closures and possessions				
21.1	Requirements for closures		N	N	

Applicable requirements identified by Client				Applicable requirements identified by Supplier	
Section	Topic	Other documents / Comments	Y / N	Y / N	Reference to explanation - see Section 2a in attached Guidance Notes
21.2	Requirements for possessions		N	N	
22	Controls at point of access				
22.1	Publication of works		N	N	
22.2	Checks at point of access	If attending LU site.	Y	Y	
22.3	Signing-on with the Station Supervisor		N	N	
22.4	Track specific requirements				
22.4.1	Person providing protection		N	N	
22.4.2	Possessions		N	N	
23	Removal of supplier's personnel from LU Premises		N	N	
24	Incidents	If attending LU site.	Y	Y	
25	Notification of regulatory concern or action	If attending LU site.	Y	Y	
26	Confidential Incident Reporting and Analysis System (CIRAS)	If attending LU site.	Y	Y	
27	Monitoring				
27.1	LU inspections		Y	Y	
27.2	Monitoring the supply chain		Y	Y	
27.3	Health, safety and environmental surveillance by the supplier's personnel		Y	Y	
27.4	Work location inspection and audit		Y	Y	
27.5	Timescales for rectifying non-compliances		Y	Y	
28	Radio transmitters and transceivers		Y	Y	
29	Mobile phones		Y	Y	
30	Knives		Y	Y	
31	Site health, safety and environment committee		Y	Y	
32	Site housekeeping and security		Y	Y	

Applicable requirements identified by Client				Applicable requirements identified by Supplier	
Section	Topic	Other documents / Comments	Y / N	Y / N	Reference to explanation - see Section 2a in attached Guidance Notes
33	Accidental damage, obstruction or interference with assets		Y	Y	
34	Delivery of materials		Y	Y	
35	Conveyance of loads				
35.1	Conveyance of loads on lifts and escalators		Y	Y	
35.2	Conveyance of hazardous materials and substances		Y	Y	
36	Asbestos (non asbestos removal projects)		Y	Y	
37	Working in or near lifts and escalators		Y	Y	
38	Work on or adjacent to utilities and High Voltage cables (buried services)		Y	Y	
39	Working on or about the track		N	N	
40	Access to electrical sub-stations, working equipment, relay and other secure rooms		Y	Y	
41	Entering areas with gaseous fire suppression systems		Y	Y	
42	Fire prevention				
42.1	General requirements		N	N	
42.2	Temporary fire points		N	N	
42.3	Timber		N	N	
42.4	Composites		N	N	
42.5	Sheeting materials		N	N	
42.6	Gas cylinders				
42.6.1	Use of gas cylinders in below ground locations		N	N	
42.6.2	Storage of gas cylinders (above ground)		N	N	
42.7	Flammable and highly flammable materials				
42.7.1	Use of flammable and highly flammable materials below ground		N	N	

Applicable requirements identified by Client				Applicable requirements identified by Supplier	
Section	Topic	Other documents / Comments	Y / N	Y / N	Reference to explanation - see Section 2a in attached Guidance Notes
42.7.2	Storage of flammable and highly flammable materials below ground		N	N	
43	Hot work and fire hazards				
43.1	Hot work		N	N	
43.2	Reasonable notice of works		N	N	
43.3	Precautions				
43.3.1	Buildings and assets		N	N	
43.3.2	Gas cylinders		N	N	
43.3.3	Gas detection		N	N	
44	Storage				
44.1	General requirements for storage		Y	Y	
44.2	Trackside storage		N	N	
44.3	Hazardous materials and substances		N	N	
44.4	Allocation of space on operational property		N	N	
45	Plant and equipment		N	N	
46	Clearance approvals		N	N	
47	Access equipment		N	N	
48	Temporary works		N	N	
49	Temporary fences and hoardings		N	N	
50	Temporary lighting and power supplies				
50.1	General requirements		N	N	
50.2	Lighting in tunnels and shafts		N	N	
51	Screening of lights and positioning		N	N	
52	Environmental requirements				

Applicable requirements identified by Client				Applicable requirements identified by Supplier	
Section	Topic	Other documents / Comments	Y / N	Y / N	Reference to explanation - see Section 2a in attached Guidance Notes
52.1	General environmental requirements		Y	Y	
52.2	Environmental nuisance	If attending LU site.	Y	Y	
52.3	Water		N	N	
52.4	Waste management		Y	Y	
52.5	Noise and vibration	If attending LU site.	Y	Y	
52.6	Archaeology, historical interest and listed buildings		N	N	
52.7	Wildlife and Habitats		N	N	
52.8	Resource Use		Y	Y	
52.9	Pest control		Y	Y	
52.10	Land and water pollution prevention		N	N	
53	Quality requirements				
53.1	Records		Y	Y	
53.2	Retention period		Y	Y	
53.3	Availability of records for inspection		Y	Y	
53.4	Statistical process control, audit and inspection procedures		Y	Y	
53.5	General quality requirements		Y	Y	
53.6	Quality Plan		Y	Y	
53.7	Testing and inspection		Y	Y	
53.8	Certification of conformity		Y	Y	
53.9	Quarantine		Y	Y	
53.10	Traceability		Y	Y	
53.11	Maintenance and servicing		Y	Y	
53.12	Design		Y	Y	
53.13	Computer aided design		Y	Y	

Applicable requirements identified by Client				Applicable requirements identified by Supplier	
Section	Topic	Other documents / Comments	Y / N	Y / N	Reference to explanation - see Section 2a in attached Guidance Notes
53.14	Asset commissioning and handover		Y	Y	

Other requirements / comments

--

Client/Supplier approval

Contract Menu (Final Approval of Menu)

Evidence shall be recorded of any amendments to the Client's menu which were agreed in establishing the Contract Menu.

Client's
representative
approval:

[Redacted]

Signature:

[Redacted]

Supplier's
representative
acceptance:

[Redacted]

Signature:

[Redacted]

SCHEDULE 15: FORM OF SUBCONTRACTOR WARRANTY

THIS DEED is made on ● 201 ●

BETWEEN:

- (1) **LONDON UNDERGROUND LIMITED** (company number 1900907) whose registered office is 55 Broadway, London, SW1H 0BD (the "**Purchaser**" which expression shall include its successors and assigns);
- (2) ● whose registered office is situate at ● (the "**Subcontractor**"); and
- (3) ● whose registered office is situate at ● (the "**Supplier**").

WHEREAS:

- (A) The Supplier has entered into a contract dated ● (the "**Contract**") with the Purchaser for the manufacture and supply of CCTV and other goods for the Central Line fleet and Bakerloo Line fleet on the London Underground along with associated services (the "**Works**").
- (B) The Subcontractor [**has entered**] [**will shortly enter**] into a subcontract (the "**Subcontract**") with the Supplier for the design and carrying out of certain parts (the "**Subcontract Works**") of the Works more particularly defined in Annex ● hereto.

NOW IT IS AGREED:

1. Terms and expressions defined in the Subcontract shall where the context so permits have the same meanings in this Deed. The following expressions have the meanings set out herein:

"Completion" means [];

"Connected Persons" means of any of the Subcontractor's employees, directors, consultants, agents, subcontractors, subconsultants, suppliers, shareholders, professional advisers (including lawyers, auditors, financial advisers, accountants and technical consultants) or underwriters;

"Documents" means documents, items of information, data, reports, drawings, specifications, plans, software, designs, inventions and any other materials provided by or on behalf of the Subcontractor in connection with the Subcontract Works (whether in existence or to be made);

"Minimum Records" means all records relating to the Subcontractor's operations, method statements, costs and expenses, subcontracts, claims relating to compensation events and financial arrangements and any document referred to therein or relating thereto and any similar records which the Purchaser may reasonably request;

"Operator" means a person with statutory duties to provide or secure the provision for Greater London of public passenger services by railway who secures the provision of such services either through contractual arrangements or otherwise;

"Prohibited Act" means:

offering or agreeing to give to any servant, employee, officer or agent of the Purchaser or the Supplier any grant, gift or consideration of any kind as an inducement or reward for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of the Subcontract or any other contract with the Purchaser or the Supplier or for showing or not showing favour or disfavour to any person in relation to the Subcontract or any other contract with the Purchaser or the Supplier;

entering into the Subcontract or any other contract with the Purchaser or the Supplier in connection with which commission has been paid or has been agreed to be paid by the Subcontractor or on his behalf or to his knowledge unless, before the relevant contract or document is entered into, particulars of any such commission and the terms and conditions of any such contract or document for the payment thereof have been disclosed in writing to the Purchaser or the Supplier;

committing any offence under the Prevention of Corruption Acts 1889-1916 and/or the Bribery Act 2010, under any law or legislation creating offences in respect of fraudulent acts, or at common law in respect of fraudulent acts in relation to the Subcontract or any other contract with the Purchaser or the Supplier; or

defrauding or attempting to defraud the Purchaser or the Supplier;

"Safety Breach" means a material breach of the Subcontract caused by the gross incompetence, wilful default or reckless disregard to safety of the Subcontractor (or anyone employed or acting on behalf of the Subcontractor) which has materially affected (or which had the potential to materially affect) the safe provision of the Subcontract Works, the safe operation of the Underground Network and/or the safety of the Purchaser's employees, or the public or any other persons;

"TfL Group" means Transport for London, a statutory body set up by the Greater London Authority Act 1999 and any of its subsidiaries and their subsidiaries;

"Underground Network" means the stations and depots (wherever situate), assets, systems, track and other buildings, which are used in the maintenance and provision of the underground service known as the "London Underground".

2. The Subcontractor warrants and undertakes to the Purchaser that:
 - (a) he has exercised and will continue to exercise all the reasonable skill, care and diligence to be expected of a competent Subcontractor experienced in carrying out works of a similar scope, size and complexity to the Subcontract Works; and
 - (b) he has complied with and will continue to comply with the terms of the Subcontract.
3. The Subcontractor warrants and undertakes to the Purchaser that it has not selected or specified for use, and that it will not select or specify for use or allow to be used any substance or material which are not in accordance with all Applicable Laws and LU Standards, general good building and engineering practice and the requirements of the Specification.
4. The Subcontractor further warrants and undertakes to the Purchaser that:

- (a) the Subcontract Works will on Completion satisfy all performance or output specifications and other requirements contained or referred to in the Subcontract;
 - (b) the Subcontract Works and all materials comprised in them will correspond as to description, quality and condition with the requirements of the Subcontract and the Specification and will be of sound manufacture and workmanship;
 - (c) the Subcontract Works are integrated with the designs of the Purchaser, the Supplier and others as specified in the Subcontract;
 - (d) he has exercised and will continue to exercise all reasonable skill, care and diligence in the design of the Subcontract Works insofar as they have been or will be designed by or on behalf of the Subcontractor;
 - (e) the Subcontract Works will on Completion comply with all Applicable Laws and all applicable LU Standards;
 - (f) he shall not commit a Prohibited Act and/or Safety Breach; and
 - (g) the Subcontract Works will be carried out and completed timeously in accordance with the time constraints set out in the Subcontract.
5. The Subcontractor warrants and undertakes to the Purchaser that he has maintained and will continue to maintain all insurances required to be maintained pursuant to the terms of the Subcontract and that insofar as he is responsible for the design of the Subcontract Works, he has professional indemnity insurance with a limit of indemnity of not less than £[] in respect of each and every claim which may be made against the Subcontractor in relation to the Subcontract Works. The Subcontractor shall maintain such professional indemnity insurance for a period of twelve (12) years from Acceptance for Service (as defined in the Contract) provided such insurance remains available at commercially reasonable rates and shall notify the Purchaser forthwith if such insurance ceases to be so available. When deciding whether such insurances are available at commercially reasonable rates, no account shall be taken of any increase in the premium or imposition of terms which arise as a result of the Subcontractor's insurance claims record.
6. As and when reasonably requested by the Purchaser, the Subcontractor shall produce for inspection documentary evidence that the insurances referred to in Clause 5 are being properly maintained and that payment has been made of the last premiums due in respect of such insurances.
7. To the extent that the intellectual property rights in any and all Documents have not already vested in the Purchaser or the Supplier, the Subcontractor grants to the Purchaser a non-exclusive, perpetual, irrevocable, royalty-free, sub-licensable and transferable licence to copy and make full use of any and all Documents and all amendments and additions to them and any works, designs or inventions of the Subcontractor incorporated or referred to in them for the following purposes:
- (a) the testing, commissioning, operation, maintenance, modification, refurbishment or sale of the Goods (as they are defined under the Contract) or any related activity, or permitting the Purchaser to use the Goods and any other item of Goods and/or any other item to be supplied pursuant to the Contract for the purposes envisaged pursuant to the Specification;

- (b) modifying, refurbishing, repairing, maintaining and overhauling the Goods supplied pursuant to the Contract or any related activity;
- (c) complying with all Applicable Laws, LU Standards and all Relevant Consents;
- (d) using and copying the Manuals and/or Installation Instructions (as they are defined under the Contract) in order to perform any of the above;
- (e) training personnel to carry out any of the activities described in Paragraphs (a), (b) and (d) above;
- (f) inviting tenders for any of the activities described in Paragraphs (a) to (e) inclusive above;
- (g) in the event of termination of both the Contract and the Subcontract, procuring fulfilment and performance of the Subcontractor's obligations under the Subcontract, including the manufacture of any Parts and Spares (as they are defined under the Contract) or other equipment for use in connection with the Goods; and
- (h) the Purchaser performing its obligations under the Contract.

provided always that the Subcontractor shall not be liable for the consequences of any use of the Documents as aforesaid for any other purpose.

8. The Subcontractor agrees:
 - (a) on request at any time to give the Purchaser or any persons authorised by the Purchaser access to the material referred to in Clause 7 and at the Purchaser's expense to provide copies of any such material; and
 - (b) at the Subcontractor's expense to provide the Purchaser with a set of all such material on Completion of the Subcontract Works.

9. If called upon to do so by the Purchaser, the Subcontractor shall provide the Purchaser with such information relating to the Subcontract Works as it may reasonably require including without limitation copies of and extracts from Documents prepared or provided by the Subcontractor for the purposes of the Works provided that neither the provision of such information nor any inspection of the Works by the Purchaser nor the approval by the Purchaser of any material shall limit or discharge, or be deemed to limit or discharge the obligations of the Subcontractor under the Subcontract or relieve the Subcontractor from any liability which he has in relation to the Subcontract Works.

10. The Subcontractor warrants and undertakes to the Purchaser that he shall maintain and retain the Minimum Records for a minimum of twelve (12) years from Completion of the Works with respect to all matters for which the Subcontractor is responsible under the Subcontract. The Subcontractor further warrants and undertakes to the Purchaser that the Subcontract contains open-book audit rights in favour of the Purchaser and its authorised representatives and that he shall undertake his obligations and exercise his rights under the Subcontract on an open-book basis. The Purchaser and his authorised representatives may from time to time audit on an open-book basis and check and take copies of and extracts from any document or record of the Subcontractor including, without limitation, the Minimum Records. The Subcontractor further warrants that it shall promptly provide all reasonable co-operation in relation to any audit or checking including, without limitation, granting access to premises, equipment, systems and senior personnel and making documents available. Without prejudice to the foregoing, the Subcontractor

acknowledges and agrees that the Purchaser may audit and check any and all records as are necessary in order to monitor compliance with the Subcontractor's obligations under the Subcontract with respect to Prohibited Acts and Safety Breaches at any time during performance of the Subcontract and during the twelve (12) years thereafter.

11. The Subcontractor shall provide such assistance to the Purchaser as it may reasonably require in connection with the Subcontract Works.
12. In the event that the Contract or the employment of the Supplier thereunder is determined for any reason whatsoever including but not limited to the insolvency or winding-up of the Supplier (voluntary or otherwise), the Subcontractor shall without allowing any break or intermission to occur in the performance of his duties:
 - (a) continue to observe and carry out his obligations under the Subcontract and this Deed;
 - (b) if so required by notice in writing from the Purchaser treat the Purchaser as Purchaser under the Subcontract to the exclusion of the Supplier whereupon all rights and obligations of the Supplier under the Subcontract shall thereafter be exercisable and performed by the Purchaser; and
 - (c) accept and enter into any deeds or other documents as are required to put into legal effect any further novation of the Subcontract reasonably required by the Purchaser.
- 13
 - 13.1 The Subcontractor warrants and undertakes to the Purchaser that he will promptly inform the Purchaser of any default by the Supplier under the Subcontract and that he will not, without first giving the Purchaser at least twenty-one (21) days' notice in writing, exercise any right he may have to terminate the Subcontract or to treat the same as having been repudiated by the Supplier or to suspend performance of his obligations under the Subcontract.
 - 13.2 The Subcontractor's right to terminate the Subcontract or to treat the same as having been repudiated or to suspend performance of his obligations thereunder shall cease if within the period of the aforesaid notice and subject to Clause 14 hereof the Purchaser shall have given notice in writing to the Subcontractor requiring the Subcontractor to accept the instructions of the Purchaser or its appointee to the exclusion of the Supplier in respect of the carrying out and completion of the Subcontract Works upon the terms of the Subcontract.
14. The provisions of Clauses 12 and 13 hereof are conditional upon any notice given by the Purchaser pursuant thereto stating that the Purchaser or its appointee accepts liability for payment of the last unpaid invoice submitted by the Subcontractor. Upon the issue of any such notice by the Purchaser, the Subcontract shall continue in full force and effect as if no right of termination on the part of the Subcontractor had arisen and the Subcontractor shall be liable to the Purchaser or its appointee under the Subcontract in lieu of its liability to the Supplier. If any notice given by the Purchaser under Clauses 12 or 13 requires the Subcontractor to accept the instructions of the Purchaser's appointee, the Purchaser shall be liable to the Subcontractor as guarantor for the payment of all sums from time to time due to the Subcontractor from the Purchaser's appointee. For the avoidance of doubt neither the Purchaser nor his appointee shall be liable for any work carried out prior to the date of the Purchaser's notice.

15. The Supplier has agreed to be a party to this Deed for the purposes of acknowledging that the Subcontractor shall not be in breach of the Subcontract by complying with the obligations imposed on it by Clauses 12 or 13 hereof.
16. This Deed may be assigned by the Purchaser to any member of the TfL Group without limitation and otherwise to any other person on two occasions without the consent of the Subcontractor being required and the Subcontractor shall do all such acts, deeds and things as may be reasonably necessary to give effect to any such assignment. No further assignment shall be permitted without the consent of the Subcontractor.
17. The Subcontractor shall not be entitled to contend that any person to whom this Deed is assigned in accordance with Clause 16 is precluded from recovering under this Deed any loss incurred by such assignee resulting from any breach of this Deed (whenever happening) by reason that such person is an assignee and not a named promisee under this Deed.
18. The liability of the Subcontractor under this Deed shall cease 12 years following Completion of the whole of the Works.
19. The Subcontractor hereby covenants that if required by the Purchaser it will enter into further deeds of warranty with all and each of such persons who shall acquire or agree to acquire an interest in the whole or any part of the Subcontract Works. Each such deed of warranty shall be in the same form mutatis mutandis as this Deed or in such substantially similar form as may reasonably be required by the Purchaser.
- 20
- 20.1 Without limitation to Clause 2 above, the Subcontractor hereby warrants to the Purchaser that:
 - (a) except as provided under deeds of warranty required pursuant to the Subcontract, it shall not, without the prior written approval of the Purchaser, at any time for any reason disclose to any person or publish or make any statement concerning the Subcontract, this Deed or the project to which the Subcontract Works relate;
 - (b) he shall treat all information obtained under, arising from or in connection with the Subcontract, this Deed and the project as confidential, and that other than for the purpose of providing the Subcontract Works, it shall not disclose any information or documents concerning the Subcontract to any other person; and
 - (c) he shall not, without the prior written consent of the Purchaser, disclose any information obtained by him concerning the Purchaser or the TfL Group to any other person.
- 20.2 The Purchaser may require as a precondition to the granting of such consent that any such third party provides a confidentiality undertaking in terms satisfactory to the Purchaser.
- 20.3 Clause 20.1 does not apply to the disclosure of:
 - (a) any information which is already in the public domain at the time of its disclosure other than by breach of these provisions,
 - (b) any information disclosed by the Subcontractor to any Connected Persons provided that such recipients agree in writing to be bound by the terms of this confidentiality provision; and

- (c) any information which is required to be disclosed by any Applicable Laws, LU Standards or statutory requirement, the regulations of any stock exchange, any taxation authorities or by an order of a court or other tribunal of competent jurisdiction or any relevant regulatory body.
- 20.4 The Subcontractor shall procure that the Connected Persons comply with the provisions of this Clause 20 and is responsible to the Purchaser for any act or omission of any Connected Person in breach of such obligations.
- 20.5 The Subcontractor shall notify the Purchaser promptly if the Subcontractor becomes aware of any breach of confidence by a Connected Person and shall give the Purchaser all assistance the Purchaser may reasonably require in connection with any proceedings the Purchaser may bring or other steps the Purchaser may take against that Connected Person or any other person for such breach of confidence.
- 20.6 The Subcontractor acknowledges that damages would not be an adequate remedy for any breach of this Clause 20 by the Subcontractor and that (without prejudice to all other remedies to which the Purchaser may be entitled to as a matter of law) the Purchaser shall be entitled to any form of equitable relief to enforce the provisions of this Clause 20.
- 20.7 At the Purchaser's request and in any event upon the termination or expiry of the Subcontract, the Subcontractor shall promptly deliver to the Purchaser or destroy as the Purchaser may direct all documents and other materials in the possession, custody or control of the Subcontractor (or the relevant parts of such materials) that bear or incorporate the whole or any part of the confidential information and if instructed by the Purchaser in writing, remove all electronically held confidential information, including the purging of all disk-based confidential information and the reformatting of all disks.
- 20.7 The Subcontractor shall owe no greater obligations to the Purchaser than he owes to the Supplier under the Subcontract.
- 21.1 The Subcontractor shall be entitled in any action or proceedings by the Purchaser to rely on any limitation in the Subcontract and to raise the equivalent rights in defence of liability as he would have against the Supplier thereunder.
- 21.2 The rights and benefits conferred upon the Purchaser by this Deed are in addition to any other rights and remedies the Purchaser may have against the Subcontractor including without limitation any remedies in negligence.
22. The Supplier agrees that he will not take any steps which would prevent or hinder the Purchaser from exercising his rights under this Deed and confirms that the rights of the Purchaser in Clauses 12 and 13 override any obligations of the Subcontractor to the Supplier under the Subcontract.
23. Any notice to be given hereunder shall be deemed to be duly given if it is in writing and delivered by hand at or sent by registered post to the registered office or principal place of business in the United Kingdom for the time being of the party to be served and in the case of any such notice sent by registered post shall be deemed to have been received 48 hours after being posted.
24. Any dispute or difference arising out of or in connection with this Deed may be referred to adjudication in accordance with Schedule 10 (Dispute Resolution Procedure) of the Contract which shall be deemed to be included in this Deed as if it were recited herein in full (with the necessary changes).

- 25.1 The Adjudicator's decision shall be binding on the parties until the dispute or difference is finally determined by the Courts in accordance with Clause 25.3.
- 25.2 The Courts of England and Wales shall have jurisdiction over any dispute or difference arising out of or in connection with this Deed. The Law of England and Wales shall be the proper law of this Deed.
26. Nothing in this Deed confers or is intended to confer on any third party any benefit or the right to enforce any term of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

IN WITNESS whereof this Deed has been executed and unconditionally delivered as a Deed by the parties the day and year first above written.

THE COMMON SEAL of
LONDON UNDER GROUND LIMITED

was affixed to **THIS DEED**

in the presence of:

Signature of Authorised Signatory

Print name of Authorised Signatory

THE COMMON SEAL of
[THE SUBCONTRACTOR]

was affixed to **THIS DEED**

in the presence of:

Signature of Director

Print name of Director

Signature of Director/Secretary

Print name of Director/Secretary

EXECUTED AND DELIVERED AS

A DEED by

[THE CONTRACTOR]

acting by:

Signature of Director

Print name of Director

Signature of Director/Secretary

Print name of Director/Secretary

ANNEX
(Subcontract Works)

SCHEDULE 16: CONTRACT PARTICULARS

Items of Contract Particulars:

(a) The Change Date is:	The date that the second Party signs this Agreement
(b) The Commencement Date is:	The date that the second Party signs this Agreement
(c) The Contract Price is:	£3,278,322.74
(d) Fleet Acceptance:	Has the meaning given to it in Clause 1.1 (<i>Definitions</i>)
(e) Fleet Acceptance Longstop Date is:	12 months after 14 June 2023 provided in Schedule 2 Contract Programme.
(f) Warranty Period	18 months from Fleet Acceptance
(g) Further Warranty Period	18 months
(h) Supplier Guarantee to be provided:	No
(i) Supplier Guarantor is:	N/A
(j) The Supplier's Works are:	Delatim Ltd Unit 33, The IO Centre, Armstrong Road, London, SE18 6RS
(k) The Storage Location is:	Delatim Limited Unit 33, The IO Centre, Armstrong Road, Woolwich, London, SE18 6RS
(l) Performance Bond to be provided:	Yes
(m) The Purchaser is:	London Underground Limited
(n) Under Clause 8.2.1 the programme should be in the	As per the instructions in Schedule 2