

DATED

2020

(1) LONDON UNDERGROUND LIMITED

(2) SIEMENS MOBILITY LIMITED

FRAMEWORK AGREEMENT

for

Supply of Signalling Equipment, Services and Software Support

CONTRACT NUMBER TFL 01197

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THIS AGREEMENT is made on

2020

BETWEEN

- (1) **LONDON UNDERGROUND LIMITED** a company registered in England and Wales under number 01900907 and having its registered office at 5 Endeavour Square, London, E20 1JN (the “**Framework Company**”); and
- (2) **SIEMENS MOBILITY LIMITED**, a company registered in England and Wales under number 00016033 and having its registered office at Euston House, 24 Eversholt Street, London, NW1 1AD (the “**Contractor**”).

WHEREAS:

- (A) The Framework Company and other TfL Group companies, including LUL Nominee BCV Limited and LUL Nominee SSL Limited, have previously entered into the following agreements with the Contractor (as amended and varied by agreement between the parties thereto from time to time);
 - (i) dated 29 August 2009 for the supply of equipment and provision of services (as subsequently amended by a Deed of Novation and Amendment dated 27 March 2014); and
 - (ii) dated 1 December 2013 for the provision of Central Line and Victoria Line Signalling Control Centre Software Support Services.

All of the rights, obligations, entitlements and liabilities of each of LUL Nominee BCV Limited and LUL Nominee SSL Limited under these agreements and any contracts thereunder were transferred to the Framework Company under a scheme pursuant to section 165 and Schedule 12 of the Greater London Authority Act 1999, taking effect on 1 April 2019.

- (B) The Parties have reached agreement on the terms and conditions intended to apply to Contracts and the scope and nature of Contracts to be entered into during the currency of this Framework Agreement.
- (C) The Parties acknowledge and agree that other members of the TfL Group shall be entitled to call off under this Framework Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. DEFINITIONS

The meanings of terms within this Framework Agreement are set out in Schedule 1 to this Framework Agreement.

2. INTERPRETATION AND CONSTRUCTION

2.1 This Framework Agreement includes this Framework Agreement together with the following Schedules to this Framework Agreement and any Appendices referred to in those Schedules:

Schedule 1 Definitions and Interpretation

Schedule 2A Conditions of Contract

Schedule 2B Special Conditions of Contract

Schedule 3A Formation of Contract

Schedule 3B The Specification

Schedule 3C The Specification – Victoria Line Automatic Control Equipment

Schedule 3D The Specification – Victoria Line Upgrade Track and Signal Lineside Signalling Equipment

Schedule 3E The Specification – Central Line Control Centre

Schedule 3F The Specification – Victoria Line Control Centre

Schedule 4 Prices

Schedule 4A Payment Procedure

Schedule 5A Framework Management

Schedule 5B Contract Programme

Schedule 5C Contract Requirements, Variables etc.

Schedule 6 Contract QUENSH Conditions

Schedule 7 Insurance

Schedule 8 Contract Performance

Schedule 9 Variation Procedure under Clause 10 of Schedule 2A

Schedule 10 Track Access

Schedule 11 Training

Schedule 12 Subcontractor Warranty

Schedule 13 Parent Company Guarantee

Schedule 14 Novation/Transfer Agreement

Schedule 15 Not Used

Schedule 16. Not Used

Schedule 17 Order Template

Schedule 18 Commercially Sensitive Information

Schedule 19 2009 Escrow Agreement

Schedule 20 Victoria Line Escrow Agreement

2.2 In this Framework Agreement and each Contract, unless the context otherwise requires:

- (a) words and expressions defined in Schedule 1 or Schedule 2A shall, where the context permits, have the same meanings where used;
- (b) references to ‘clauses’, ‘schedules’ (and ‘appendices’ to those schedules if any) in this Framework Agreement shall mean those clauses and schedules of this Framework Agreement;
- (c) references to ‘clauses’ in the Conditions of Contract shall mean those clauses of the Conditions of Contract;
- (d) references in the singular shall be deemed to include the plural and vice versa and references in either gender shall be deemed to include the other and the neuter;
- (e) references to any provision, statute or regulation shall be construed as a reference to the provision as amended, re-enacted or extended at the relevant time;
- (f) references to a person, firm or company includes any individual company, unincorporated association or body (including a partnership or joint venture) or other entity whether or not having a separate legal personality;
- (g) references to this Framework Agreement, any Contract or to any other document are to such documents as amended, novated, supplemented, varied or restated at the relevant time;
- (h) headings are inserted for convenience only and shall not affect the construction of this Framework Agreement; and
- (i) references to European Union law that is directly applicable or directly effective in the UK at any time is a reference to it as it applies in England and Wales from time to time, including as retained, amended, extended, re-enacted or otherwise given effect on or after 11pm on 31 January 2020.

3. PURPOSE OF AGREEMENT

3.1 The Framework Company and the Contractor agree that the creation of any Contract between them (or between the Contractor and any other Company) shall be in accordance with the provisions of Clause 4 and that the terms and conditions contained in this Framework Agreement and in the following Schedules to this Framework Agreement shall apply to all such Contracts as if expressly incorporated therein:

Schedule 1	Definitions and Interpretation
Schedule 2A	Conditions of Contract
Schedule 3B or 3C or 3D or 3E or 3F (to be identified in the Offer of Equipment and Services or Order)	Specification

Schedule 4	Prices
Schedule 4A	Payment Procedure
Schedule 5A	Contract Framework Management
Schedule 6	QUENSH
Schedule 7	Insurance
Schedule 8	Contract Performance
Schedule 9	Variation Procedure
Schedule 10	Track Access
Schedule 12	Subcontractor warranty
Schedule 14	Novation/transfer agreement
Schedule 15	Not Used
Schedule 16	Not Used
Schedule 17	Order Template
Schedule 18	Commercially Sensitive Information
Schedule 19	2009 Escrow Agreement
Schedule 20	Victoria Line Escrow Agreement

3.2 The following schedules shall be completed by the parties (save where not relevant to the Contract) and included with the Offer of Equipment and Services or Order:

Schedule 2B	Special Conditions
Schedule 3A	Formation of Contract
Schedule 5B	Contract Programme
Schedule 5C	Contract Requirements

3.3 This Framework Agreement can be utilised by the Framework Company and any member of the TfL Group provided that, in the case of the Company being any other than the Framework Company, a Contract Manager is named in Appendix 1 of Schedule 3A in each case.

4. MECHANISMS FOR CREATION OF A CONTRACT UNDER THIS FRAMEWORK AGREEMENT

4.1 Whenever during the currency of the Framework Agreement, the Company requires the provision of Equipment or Services the Company and the Contractor shall follow the applicable process set out below.

Orders

4.2 The Company shall be entitled to issue an Order to the Contractor specifying:

- (a) the quantity and nature of the Equipment required by the Company;
- (b) the Price for the supply of such Equipment calculated on the basis set out in Schedule 4;
- (c) the delivery date for such Equipment calculated in accordance with the lead times and any restrictions specified in the Specification; and
- (d) the location where the delivery shall be made by the Contractor which shall be either the Premises or other location specified by the Company.

4.3 The Company shall also be entitled to forward a draft Order to the Contractor. Such draft Order may specify some or all of the specific requirements for a complete Order. Upon receipt of such a draft Order the Contractor shall promptly complete such draft Order with any outstanding information and shall return the draft Order to the Company for approval. If the draft Order is approved, the Company shall issue such draft Order in accordance with this Clause 4.

4.4 If any person by or on behalf of the Company purports to issue an Order for any Equipment without authority (i.e. not being a Company procurement agent or procurement manager) and/or without complying with the strict requirements of this Clause 4 the Contractor shall:

- (a) immediately refuse to accept such purported order; and
- (b) shall promptly notify the Contract Manager of the purported order and all of the relevant circumstances pertaining to such purported order.

Following receipt of the notification pursuant to Clause 4.4(b) the Contract Manager may issue the purported order as an Order in compliance with the process set out above in Clause 4.2 or Clause 4.3 as applicable

Request for Equipment and Services

4.5 The Company shall also be entitled to issue a request for Equipment and Services (“**Request for Equipment and Services**”) to the Contractor in accordance with the provisions of Schedule 3A.

4.6 Subject to Clause 4.7, if the Contractor is reasonably capable of providing the Equipment and Services detailed by the Company in the Request for Equipment and Services the Contractor will (subject always to internal

approval in accordance with its corporate governance procedures) submit an Offer of Equipment and Services (“**Offer of Equipment and Services**”) complying with Schedule 3A.

4.7 The Contractor shall be deemed reasonably capable of providing the Equipment and Services in all circumstances except where:

- (a) the Equipment is no longer in production by the Contractor and the Contractor is unwilling to reinstate such production;
- (b) the Equipment is made with components or materials that are no longer available to the Contractor or are not available at a reasonable commercial cost; or
- (c) the Contractor no longer has and is unwilling to procure personnel with the necessary skills and/or experience to provide the Services required by the Company;
- (d) the Contractor no longer has appropriate manufacturing documentation jigs tools and test gear etc, such as to enable production and is unwilling to re-create such documentation jigs tools test gear etc.

4.8 If one or more of paragraph (a) to (d) of Clause 4.7 above apply the Contractor shall:

- (a) notify the Company in writing the reasons for not providing an Offer of Equipment and Services within 21 days of receipt of the Request for Equipment and Services; and
- (b) without incurring costs (unless the Company has agreed in writing to reimburse all such costs) devise and provide to the Company options to mitigate the consequences including but not limited to the potential provision of:
 - (i) contact details of alternative suppliers and/or manufacturers of which it is aware;
 - (ii) such manufacturing information about the Equipment including drawings and specifications as is available;
 - (iii) royalty-free non-exclusive license for the use of relevant Intellectual Property Rights to enable the Company to procure the manufacture of the Equipment solely for the Company’s own use; and
 - (iv) patterns, jigs, tools and test gear to allow the Company to manufacture or instruct others to manufacture the Equipment.

4.9 Following submission by the Contractor of the Offer of Equipment and Services, the Parties may agree that the Contractor will amend the Offer of Equipment and Services. In this case the Contractor may submit a new Offer of Equipment and Services complying with Schedule 3A which will be deemed to supersede any previous Offer of Equipment and Services.

4.10 An Offer of Equipment and Services made pursuant to Clause 4.6 above shall specify the agreed Prices calculated on the basis of Schedule 4 (including where applicable any Fixed Lump Sum and/or Hourly Rates) and shall remain open for acceptance by the Company for ninety (90) days unless otherwise agreed between the Parties; such agreement is not to be unreasonably withheld. Acceptance of the Offer of Equipment and Services shall be made by the Company, without amendment in any particular, and by returning the Acceptance of the Offer of Equipment and Services to the Contractor within such period of ninety (90) days

in accordance therewith. In the event of the Company failing so to complete, execute and return the Acceptance of the Offer of Equipment and Services, the Offer of Equipment and Services shall lapse.

Continuing Core Services

4.11 The Contractor and the Framework Company acknowledge and agree that the Contractor shall continue to provide the following Services under this Framework Agreement, in respect of each of which a Contract shall be deemed to have been concluded on the date of this Agreement on the terms set out in the referenced section(s) of Schedule 3 (The Specification) as comprising the relevant Order/Offer of Equipment and Services:

- (a) the Framework Management Services described in paragraph 14 of Schedule 3B and paragraph 15 of Schedule 3C;
- (b) the Specification CL Control Centre services described in Schedule 3E; and
- (c) the Specification VL Control Centre services described in Schedule 3F.

5. DISCREPANCY AND CONFLICT

Where there is any discrepancy or conflict with or between the documents forming a Contract in accordance with this Framework Agreement for the purposes of interpretation, the order of priority shall be as follows:

- (a) the Acceptance of the Offer of Equipment and/or Services or the Order;
- (b) the Offer of Equipment and/or Services (if any);
- (c) the Request for Equipment and/or Services (if any);
- (d) Schedule 2B (if any);
- (e) Schedules 1 and 2A;
- (f) the other Schedules; and
- (g) any other document forming part of the Contract.

6. EXTENT AND NATURE OF SERVICES

6.1 The Company is not able to guarantee the extent of Contracts that may be entered into by the Company with the Contractor under the terms of this Framework Agreement. As a result, no minimum or maximum values shall apply to this Framework Agreement, or to any Contracts.

6.2 Subject to clause 6.1, the Company shall not be obliged to request any Equipment or Services from the Contractor even if the Contractor is capable of providing the same and whether or not they are the same as or similar to Equipment and/or Services previously requested pursuant to this Framework Agreement. The Company is entitled to invite the Contractor to submit a proposal via a formal tender process in common with other potential suppliers of such equipment or services.

6.3 Subject to clause 33.3, the liability of the parties to each other arising under or out of this Framework Agreement shall not exceed the sum of [REDACTED] in the aggregate. For the avoidance of doubt, this provision shall not affect the liability of the parties under any Contract.

7. DURATION AND TERMINATION

7.1 Subject to the rights of early termination in this Framework Agreement, this Framework Agreement shall commence on the date of this Agreement and shall expire on 28th September 2024.

7.2 The termination or expiry of this Framework Agreement shall be without prejudice to any Contract that may exist at the time of such termination or expiry and the provisions of this Framework Agreement shall survive such termination or expiry for the purpose of its application to any outstanding Contract and to that extent only. Termination of any Contract shall be without prejudice to the continuation of this Framework Agreement. The termination of this Framework Agreement shall be without prejudice to any rights or remedies of either Party in respect of any antecedent breach of contract by either Party.

7.3 Either the Framework Company or the Contractor may terminate this Framework Agreement at any time by giving to the other 6 months' prior notice in writing.

7.4 The Framework Company may also terminate this Framework Agreement by giving reasonable written notice to the Contractor in any of the following circumstances:

- (a) an encumbrancer takes possession of, or a receiver is appointed over, any of the property or assets of the Contractor, or
- (b) the Contractor makes any voluntary arrangements with its creditors or an administrator is appointed in respect of the Contractor; or
- (c) (being a company) the Contractor goes into liquidation (except for the purposes of an amalgamation, reconstruction or other re-organisation and in such manner as the company or companies resulting therefrom effectively agrees to be bound by or to assume the obligations imposed on the Contractor and is capable of fulfilling those obligations, provided the prior written consent of the Company has been obtained), or
- (d) (being an individual or firm) the Contractor becomes bankrupt, or
- (e) the Contractor ceases or threatens to cease to carry on business, or
- (f) the Contractor fails to maintain the insurances it is obliged to maintain under any Contract,
- (g) the Contractor commits any continuing or material breach of any provision of this Framework Agreement and in the case of such a breach which is capable of remedy, fails to remedy the same within 7 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;
- (h) the Framework Company is entitled to terminate this Framework Agreement in accordance with Clause 17.6; or

- (i) the Contractor undergoes a change of ownership in breach of Clause 28.2(a) or fails to give the notice of change of ownership required by Clause 28.2(b), and in either case the notice of termination may be served at any time up to 6 months following the breach or failure giving rise to the notice concerned.

7.5 Subject to clause 7.2, on termination of this Framework Agreement, neither the Framework Company nor the Contractor shall be liable to the other for any loss whatsoever arising out of or in connection with such termination.

8. CONTRACTUAL INEFFECTIVENESS

8.1 In the event that any court or other competent authority declares or orders that this Framework Agreement or any Contract is ineffective or shortened pursuant to the law of this Framework Agreement from time to time, including any applicable law, directive or requirement of the European Union:

- (a) the Framework Company shall notify the Contractor in writing as soon as reasonably practicable of the declaration or order;
- (b) the Framework Company shall issue a notice to both Parties certifying the date this Framework Agreement or the applicable Contract became or is to become ineffective; and
- (c) this Framework Agreement and/or the applicable Contract is deemed for all purposes to have been terminated by the Framework Company on the date named in the notice.

8.2 Notwithstanding the declaration or order, the provisions of Clause 7 of this Framework Agreement and of Clauses 28 and 29 of the Conditions of Contract shall continue in full force and effect along with any other provisions of this Framework Agreement or the affected Contract necessary to give effect to them. In addition, any provisions of this Framework Agreement or the affected Contract which by their nature or implication are required to regulate, determine or limit the Parties' rights and liabilities that have accrued at the date this Framework Agreement and/or the applicable Contract became ineffective shall survive the declaration or order as aforesaid.

9. FRAMEWORK MANAGEMENT

9.1 The Framework Company authorises the Framework Manager to act as the Framework Company's representative for all purposes of the Framework Agreement. The Contractor is bound by the appointment of the Framework Manager until written notice of revocation is given by the Framework Company. The Framework Manager shall be a representative of London Underground Limited and not of any other member of the TfL Group.

9.2 The Contractor will comply with the requirements as to management of this Framework Agreement and the Contracts set out in Schedule 5A. The Contractor's obligations under Schedule 5A are in addition to and will not limit its obligations under the other provisions of any Contract.

9.3 The Contractor shall employ and provide the Key Personnel, and shall procure that they:

- (a) diligently supervise the execution of the Services; and

(b) attend all contract meetings with the Framework Manager and each Contract Manager (the location, frequency and time of which shall be as set out in the applicable Schedule 5A or as otherwise reasonably specified by the Framework Manager or applicable Contract Manager from time to time).

9.4 The Contractor shall obtain the prior approval of the Framework Manager to any changes to the Key Personnel, such approval no to be unreasonably withheld or delayed.

9.5 The Framework Manager may, by notice in writing to the Contractor, object to any of the Contractor's Personnel who has misconducted himself or been incompetent or negligent, and the Contractor will immediately remove such person from executing the Services and provide a suitable replacement (such replacement to be approved by the Framework Manager if they are Key Personnel).

9.6 For the avoidance of doubt, it is not the intention of the Parties that the Framework Company or any other member of the TfL Group will be the employer of any of the Contractor's Personnel by virtue of the provision of the Services by the Contractor under any Contract, and the Contractor shall be responsible for making appropriate deductions for tax and national insurance contributions from the remuneration paid to its personnel.

10. PARENT COMPANY GUARANTEE

10.1 The Contractor will provide, on signature of this Framework Agreement, a parent company guarantee (from the Contractor's agreed guarantor unless otherwise agreed with the Framework Company) substantially in the format set out in Schedule 13. The Company will not be obliged to make any payments under any Contract until the parent company guarantee has been provided in a form satisfactory to the Company.

11. PAYMENT

11.1 The Contractor shall be paid for the Equipment and Services it provides to the Company in accordance with the provisions of the Contract. For the avoidance of doubt, no obligation to make any payment to the Contractor will arise under this Framework Agreement.

12. QUALITY ASSURANCE

12.1 The Contractor shall provide to the Framework Manager on request a copy of the certificate of registration demonstrating that there is a quality management system, which complies with: (1) the requirements of ISO 9001:2015 as replaced, updated or amended from time to time; and (2) any additional requirements in QUENSH.

12.2 The Contractor will comply with the quality management system at all times.

12.3 If, in respect of any Services delivered under a Contract, the Contract Manager shall decide that such Services (or part thereof) are not in accordance with the provisions of this Clause 12 then, as soon as reasonably practicable the Contract Manager shall notify the Contractor thereof and the Contractor shall rectify or re-perform the Services so that they are in accordance with the provisions of this Clause 12. All costs and charges relating thereto shall be borne by the Contractor.

12.4 For the avoidance of doubt the provisions of this Clause 12 shall not release the Contractor from any of its obligations under the Contract.

13. RECORDS, AUDIT AND INSPECTION

- 13.1 The Contractor will, and will procure that its sub-contractors will, maintain a true and correct set of documents and records including personnel and training records pertaining to all activities relating to their performance of or compliance with this Framework Agreement and each Contract, and a complete and orderly documentary record of all transactions entered into by the Contractor for the purposes of this Framework Agreement and each Contract, including copies of any Documentation generated by or in the possession of the Contractor, all sub-contracts and all such other information identified by the Company or specified in the Contract. The Contractor agrees, and will procure that its sub-contractors agree, to maintain and retain the Documentation for a period of not less than eight years (or such other longer period as may be required by law or as stated in the applicable Schedule 5C) after the date of Completion of performance under the Contract. The Framework Company or any authorised representative of it will have the right to audit any and all such records at any time during performance of a Contract and during the eight year period (or such longer period as may be required by law or as stated in the applicable Schedule 5C) following Completion of performance under the Contract. The Framework Company acknowledges and accepts that the Contractor may not have personnel or facilities available, and/or may not be able to arrange the co-operation of sub-contractors (if any), to enable or assist with any inspection, audit or check that the Company or Framework Company chooses to conduct without first agreeing a mutually acceptable date.
- 13.2 The Framework Company or any authorised representative of it or of a third party authorised by the Framework Company may from time to time and without prior warning undertake any inspection of the Equipment.
- 13.3 The Contractor will, and will ensure that any sub-contractor will, promptly provide all reasonable co-operation in relation to any inspection, audit or check including:
- (a) granting access to any premises, equipment, (including all computer hardware, software and databases) plant machinery or systems used (whether exclusively or non-exclusively) in the Contractor's and/or any sub-contractor's performance of the Contract, or where such premises, equipment, plant, machinery or systems are not the Contractor's own, using reasonable endeavours to procure such access;
 - (b) ensuring that appropriate security systems are in place to prevent unauthorised access to, extraction of and/or alteration to data during the audit;
 - (c) making any contracts, other documents and records referred to in Clause 13.1 above (whether exclusively or non exclusively) available for inspection;
 - (d) providing a reasonable number of copies of any contracts, other documents or records referred to in Clause 13.1 above required by the auditor and/or granting copying facilities to the auditor for the purposes of making such copies;
 - (e) providing such auditors with such office space, telephones, reasonable facilities and interviews with personnel engaged in the Contractor's performance of or compliance with the Contract at each site as are reasonably required to enable such auditors to perform each audit properly in accordance with this Clause;
 - (f) permitting such auditors to bring personal computers on to sites; and

- (g) complying with the Company's reasonable requests for access to senior personnel engaged in the performance of the Contract.

13.4 For the avoidance of doubt it is hereby recorded that, notwithstanding any of the foregoing:

- (a) the Company shall:
 - (i) conduct only such audits, inspections and/or checks as are reasonable to demonstrate the Contractor's compliance with the Contract, and;
 - (ii) not unreasonably disrupt, delay or increase the cost incurred by the Contractor in its performance of the Contract;
- (b) the Contractor shall not be required to disclose records or any information if and to the extent that doing so would be contrary to law, including without limitation contrary to the Data Protection Legislation (as the same may be amended, re-enacted or otherwise modified from time to time); and

13.5 The Contractor shall comply with all of its obligations under the Data Protection Legislation.

14. CRIME AND DISORDER

14.1 The Contractor acknowledges that the Framework Company (and each other member of the TfL Group) is under a duty in accordance with Section 17 of the Crime and Disorder Act, 1998 to

- (a) have due regard to the impact of crime, disorder and community safety in the exercise of the TfL Group's duties, and
- (b) where appropriate, identify actions to reduce levels of crime and disorder,

and in the performance of each Contract, the Contractor assists and co-operates, and uses reasonable endeavours to procure that its subcontractors and sub-suppliers assist and co-operate, with the reasonable written requests of the Company or the Framework Company where essential to enable the Framework Company to satisfy its duty. The Framework Company shall pay to the Contractor its costs reasonably and properly incurred in meeting its obligations in relation to such request, provided that such costs shall be subject to the prior approval of the Framework Company and so far as is possible the costs shall be calculated in

15. CORRUPT GIFTS AND SAFETY BREACH

15.1 The Contractor warrants that it has not committed, and shall not commit, any of the following acts:

- (a) offering or agreeing to give to any servant, employee, officer or agent of the Framework Company, or the TfL Group any gift or consideration of any kind as an inducement or reward:
 - (i) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Framework Agreement, any Contract hereunder or any other contract with the Framework Company or the TfL Group; or
 - (ii) for showing or not showing favour or disfavour to any person in relation to this Framework Agreement, any Contract hereunder or any other such contract; or

- (b) entering into this Framework Agreement, any Contract hereunder or any other such contract in connection with which commission has been paid or agreed to be paid or rebates granted or agreed to be granted by it or on its behalf or to its knowledge unless before the Contract is made, particulars of any such commission or rebate and of any agreement or document for the payment thereof have been disclosed in writing to the Framework Company; or
 - (c) a Safety Breach.
- 15.2 The Contractor warrants that it has not committed, and shall not commit, any offence under legislation creating offences in respect of fraudulent acts including The Prevention of Corruption Acts 1889-1916 or at Common Law in respect of fraudulent acts relating to this Framework Agreement, any Contract hereunder or any other contract with the Framework Company or the TfL Group, or defraud or make any attempt to defraud the Framework Company or any other member of the TfL Group.
- 15.3 The Framework Company shall have the right in accordance with the audit rights set out in this Framework Agreement to audit and inspect the records of the Contractor and its sub-contractors and suppliers and its and their respective employees and agents in order to confirm and monitor compliance with this Clause 15 at any time during the performance of any Contract.
- 15.4 If requested by the Framework Company, the Contractor shall terminate the employment of any of the Contractor's Personnel who is in breach of the provisions of this Clause 15. The Contractor shall include a provision in each of its sub-contracts entitling it to terminate the employment of the sub-contractor's employees in such circumstances.
- 15.5 If the Contractor or any sub-contractor or anyone employed by either of them, or anyone acting on behalf of the Contractor or of any sub-contractor whether or not acting independently commits an act prohibited by this Clause 15, the Framework Company may in its absolute discretion require the removal from this Framework Agreement or any Contract and/or the Premises of any relevant person, and the Contractor shall promptly comply with, or procure compliance with, such requirement or, if so requested by the Framework Company, will terminate the affected Contract(s) by giving to the Contractor not less than fourteen days' notice in writing.

16. CONFLICT OF INTEREST

- 16.1 The Contractor acknowledges and agrees that he does not have any interest in any matter where there is or is reasonably likely to be a conflict of interest with the Supply or any member of the TfL Group, save to the extent fully disclosed by the Contractor and approved in writing by the Framework Company.
- 16.2 The Contractor undertakes ongoing and regular conflict of interest checks throughout the duration of the Contract and in any event not less than once in every six months and notifies the Framework Company in writing immediately on becoming aware of any actual or potential conflict of interest with the Supply or any member of the TfL Group and works with the Framework Company to do whatever is necessary (including the separation of staff working and/or data relating to the Supply from the matter in question) to manage such conflict to the Framework Company's satisfaction and provided that, where the Framework Company is not so satisfied (in its absolute discretion), the Framework Company shall be entitled to terminate the affected Contract(s).

17. LONDON LIVING WAGE

- 17.1 For the purposes of this Clause 17, “Sub-contractor” means a sub-contractor (of any tier) of the Contractor.
- 17.2 The Contractor acknowledges and agrees that the Mayor, pursuant to section 155 of the Greater London Authority Act has directed that members of the TfL Group ensure that the London Living Wage be paid to anyone engaged by any member of the TfL Group who is required to discharge contractual obligations (whether as a direct contractor or a sub-contractor (of any tier) of that direct contractor) on any Company’s estate in the circumstances set out in Clause 17.3(a).
- 17.3 Without prejudice to any other provision of this Framework Agreement and any Contract, the Contractor shall:
- (a) ensure that its employees and procure that the employees of its Sub-contractors engaged in the provision of the Services or performance of this Framework Agreement or any Contract:
 - (i) for two (2) or more hours or work in any given day in a week, for eight (8) or more consecutive weeks in a year; and
 - (ii) on the Company’s estate including (without limitation) premises and land owned or occupied by the Company,be paid an hourly wage (or equivalent of an hourly wage) equivalent to or greater than the London Living Wage;
 - (b) ensure that none of:
 - (i) its employees; nor
 - (ii) the employees of its Sub-contractors,engaged in the provision of the Services or performance of this Framework Agreement or of any Contract be paid less than the amount to which they are entitled in their respective contracts of employment;
 - (c) provide to the Framework Company such information concerning the London Living Wage as the Framework Company or its nominees may reasonably require from time to time, including (without limitation):
 - (i) all information necessary for the Framework Company to confirm that the Contractor is complying with its obligations under this Clause 17; and
 - (ii) reasonable evidence that this Clause 17 has been implemented;
 - (d) disseminate on behalf of the Framework Company to:
 - (i) its employees; and
 - (ii) the employees of its Sub-contractors,

engaged in the provision of the Services or performance of this Framework Agreement or any Contract such perception questionnaires as the Framework Company may reasonably require from time to time and promptly collate and return to the Framework Company responses to such questionnaires; and

- (e) cooperate and provide all reasonable assistance in monitoring the effect of the London Living Wage including (without limitation):
 - (i) allowing the CCSL to contact and meet with the Contractor's employees and any trade unions representing the Contractor's employees;
 - (ii) procuring that the Contractor's Sub-contractors allow the CCSL to contact and meet with the Sub-contractors' employees and any trade unions representing the Sub-contractors' employees,

in order to establish that the obligations in Clause 17.3 have been complied with.

17.4 For the avoidance of doubt the Contractor shall:

- (a) implement the annual increase in the rate of the London Living Wage; and
- (b) procure that its Sub-contractors implement the annual increase in the rate of the London Living Wage, on or before 1 April in the year following publication of the increased rate of the London Living Wage.

17.5 The Framework Company reserves the right to audit (acting by itself or its nominee(s)) the provision of the London Living Wage to the Contractor's staff and the staff of its Sub-Contractors.

17.6 Without limiting the Framework Company's rights under any other termination provision in this Agreement or any Contract, the Contractor shall remedy any breach of the provisions of this Clause 17 within four (4) weeks' notice of the same from the Framework Company (the "**Notice Period**"). If the Contractor remains in breach of the provisions of this Clause 17 following the Notice Period, the Framework Company may by written notice to the Contractor immediately terminate this Framework Agreement and/or any Contract.

18. INTELLECTUAL PROPERTY

18.1 Contractor IPRs - General Licence

The Contractor grants to the Framework Company (and, for Contracts where another TfL Group member is the Company, that Company) a royalty-free, perpetual and assignable, (provided that any such assignment shall be subject to the prior consent of the Contractor such consent not to be unreasonably withheld), irrevocable, non-exclusive licence to use the Intellectual Property Rights (other than the Additional Victoria Line IPRs) in the Equipment (or in the case of Services in the deliverables) for the purpose contemplated by the applicable Contract. Subject to the prior consent in writing of the Contractor (such consent not to be unreasonably withheld), the Framework Company (and, for Contracts where another TfL Group member is the Company, that Company) may sub-licence such rights (excluding for the avoidance of doubt the Additional Victoria Line IPRs) for the purposes of:

- (a) understanding the Equipment;
- (b) operating, maintaining, repairing, modifying, re-figuring, correcting and replacing the Equipment;

- (c) extending, interfacing with, integrating with, connecting into and adjusting the Equipment;
- (d) enabling the Framework Company to carry out the operation, maintenance, repair, renewal and enhancement of the Underground Network; and
- (e) enabling the Framework Company to perform its function and duties as Infrastructure Manager; and
- (f) enabling the Framework Company to perform its functions and duties as Operator of the Underground Network.

18.2 Excluded Purpose

No licence is granted to the Framework Company or any other party to use or copy the Intellectual Property Rights which are owned by the Contractor or any sub-contractor or supplier (excluding the Additional Victoria Line IPRs), to reproduce or have reproduced or reverse engineer the Equipment (whether in whole or part) or to manufacture or procure the manufacture of spare parts therefor

18.3 Documentation

Where required in a Request for Equipment and Services, the Contractor shall provide the Company with copies of any documentation in the Contractor's possession or control which is referred to or relied upon by the Contractor in using and is reasonably required in any way for the use of the Intellectual Property Rights licensed to the Framework Company, the applicable Company and/or any third party in accordance with Clause 18.1 above or Clause 18.4(b) below. For the avoidance of doubt, the Contractor will be entitled to be paid its reasonable costs in complying with any such Request for Equipment and Services.

18.4 Additional Victoria Line IPRs

(a) Victoria Line Contract

This Framework Agreement and each Contract is entirely without prejudice to, and nothing in it is intended to, nor shall, in any way prejudice the rights of any member of the TFL Group in relation to the intellectual property under or pursuant to the Victoria Line Contract

(b) Victoria Line Intellectual Property Rights

Any Intellectual Property Rights in all documentation and in materials and items relating to the Victoria Line Contract Deliverables and that are developed or created by the Contractor pursuant to or in connection with applicable Contracts (the "Additional Victoria Line IPRs") shall either vest in the Contractor, the Framework Company or be licensed by the Contractor to the Framework Company, in each case on terms equivalent to those stated in the Victoria Line Contract in respect of the Victoria Line Contract Deliverables.

18.5 IPRs in Company Information and TFL Documentation

Intellectual Property Rights in all Company Information and in all other material and items supplied by the Framework Company or any other Company to the Contractor in connection with this Framework Agreement or a Contract shall remain vested in the Framework Company or the person owning such rights at the time the documentation, material or items were supplied. Any Intellectual Property Rights created during the performance of any Contract in the Standards shall vest unconditionally in the Framework Company. The

Contractor shall, if so requested, at any time, execute such documents and perform such acts as may be required fully and effectively to assure to the Framework Company the rights referred to in this Clause.

18.6 Third Party IPRs

- (a) The Contractor shall ensure that any Intellectual Property Rights which belong to a third party and which are licensed to the Contractor among other things for the purposes of its performance of any Contract, or otherwise utilised by the Contractor for those purposes by agreement with the owner of such rights, will be licensed or used on such terms that permit the Framework Company (and, for Contracts where another TfL Group member is the Company, that Company) to use such rights for the purposes set out in Clause 18.1 above or Clause 18.4(b) (as applicable), and shall use reasonable endeavours to procure that any such third party shall consent to assignment or sub-licensing of any such rights to any nominee or successor or other third party for the same purposes. This provision shall not apply to proprietary or standard software under the value of £5,000 which may be purchased and replaced by the Framework Company or other Company without the specific consent of the third party owner of such software, provided that on the Expiration Date or earlier termination of the applicable Contract the Contractor provides to the Framework Company all the data stored in such software relevant to the Equipment or the Services in a format agreed with the Framework Company.
- (b) All sums required to be paid to third parties in respect of the use of any Intellectual Property Rights connected with the performance of the Contractor's obligations under the Contract shall be paid by the Contractor.

18.7 Framework Company IPRs other than Corporate IPRs

The Framework Company hereby grants the Contractor a non-exclusive, non-transferable licence to use all the Intellectual Property Rights owned or capable of being so licensed by the Framework Company which are required by the Contractor for the purposes of performing the Supply. Any such licence is granted for the duration of each Contract solely to enable the Contractor to comply with its obligations under the Contract and is conditional upon the Contractor using such Intellectual Property Rights in accordance with the Standards, the Contract QUENSH Conditions and such other quality standards as the Framework Company may from time to time notify. No Intellectual Property Rights owned or capable of being so licensed by the Framework Company may be used in conjunction with any other trademarks without the prior written consent of the Framework Company.

18.8 Indemnity

- (a) The Contractor shall indemnify and hold harmless the Framework Company and each other member of the TfL Group against any actions, claims, demands, costs, charges or expenses that arise from or are incurred by reason of any infringement or alleged infringement of any Intellectual Property Rights belonging to any third party by the use of the Equipment or Services, which the Framework Company or other member of the TfL Group may incur in connection with any actual or threatened proceedings before any court or arbitrator, provided that the Framework Company gives notice to the Contractor of any infringement or alleged infringement of Intellectual Property Rights upon becoming aware of the same;
- (b) The Contractor shall, following notification from the Framework Company of any infringement or alleged infringement of any Intellectual Property Rights belonging to any third party by the use of the

Equipment or Services, be entitled to take all reasonable steps in respect of such claims (including, but not limited to, the right to conduct proceedings to contest or action to negotiate settlement of claims), having due regard to the Framework Company's interests. The Contractor shall conduct any litigation and all negotiations relating to any such claim at its own expense. The Framework Company shall, at the request of the Contractor, give the Contractor all reasonable assistance in respect of its actions pursuant to this Clause 18.8(b). The Contractor shall report to the Framework Company at each contract review meeting in respect of the conduct of any such claim, and keep the Framework Company regularly and fully informed as to the progress of such claim.

- (c) The Contractor will reimburse the Framework Company's (or other member of the TfL Group) reasonable costs incurred in complying with the provisions of Clauses 18.8(a) and 18.8(b).
- (d) The Contractor will have no liability to the Framework Company or any other member of the TfL Group in respect of an infringement of Intellectual Property Rights to the extent that such infringement results from the breach by the Framework Company or any other member of the TfL Group of the licence granted to the Framework Company and other members of the TfL Group under Clause 18.1 or Clause 18.4(b) (as applicable).

18.9 Adjustment to avoid infringement

In the event of a claim of infringement of any Intellectual Property Rights, the Contractor shall use all reasonable endeavours to make such alterations or adjustment to the Equipment and/or to the method of providing the Services as may be necessary to ensure that the use and provision of the Equipment and the provision of the Services continues in spite of such claim.

18.10 IPRs in Company's Data

The Contractor acknowledges the Framework Company's ownership of Intellectual Property Rights which may subsist in the Framework Company's data (or data belonging to other members of the TfL Group), and the Contractor shall not delete or remove any copyright notices contained within or relating to such data.

18.11 Corporate IPRs

The Contractor is not permitted to use any Corporate IPRs.

19. ESCROW

19.1 The Framework Company and the Contractor hereby acknowledge and agree that they are party to each of:

- (a) the 2009 Escrow Agreement in relation to the Escrow Materials (as defined in the 2009 Escrow Agreement); and
- (b) the Victoria Line Escrow Agreement in relation to the Additional Signalling Escrow Materials (as defined in the Victoria Line Escrow Agreement),

each an "Escrow Agreement" for the purposes of this Clause 19. The Parties also acknowledge and agree that they are party to the escrow agreement between the [REDACTED], as subsequently amended and varied

from time to time, in relation to the Signalling Escrow Materials (as defined therein), to which the Victoria Line Escrow Agreement is supplementary

19.2 The Contractor acknowledges that the Framework Company requires that those materials containing any additions, modification or updates to the Escrow Materials or the Signalling Escrow Materials (as applicable) that are created as a result of or in connection with Contracts pursuant to this Framework Agreement (in each case, “**Additional Escrow Materials**”), shall be deposited in escrow pursuant to the applicable Escrow Agreement and treated on and subject to equivalent terms and affording the Framework Company equivalent rights for those Additional Escrow Materials as are stated in the applicable Escrow Agreement for said Escrow Materials or Additional Signalling Escrow Materials (as applicable).

19.3 The Parties agree that:

- (a) each of the Escrow Agreements shall be maintained in force at the Framework Company’s cost during and following the term of this Framework Agreement, unless and until terminated by the Framework Company at any time;
- (b) the Contractor will, if and when created as a result of or in connection with Contracts pursuant to this Framework Agreement, deliver to and at all times during the term of this Framework Agreement maintain with the Escrow Agent under the applicable Escrow Agreement, one copy of the most up-to-date version of any Additional Escrow Materials, in accordance with the terms of the applicable Escrow Agreement; and
- (c) each Escrow Agent is irrevocably authorised to release (as applicable) the Escrow Materials or the Additional Signalling Escrow Materials and/or any Additional Escrow Materials essential for the use thereof, to the Framework Company in accordance with the terms of the applicable Escrow Agreement.

20. CONFIDENTIALITY AND ANNOUNCEMENTS

20.1 The Contractor acknowledges that:

- (a) it may receive or obtain Company Information;
- (b) it may prepare or create Company Information; and
- (c) Company Information is of a proprietary and confidential nature.

20.2 The Contractor shall not:

- (a) use Company Information for any purposes whatsoever other than for the purpose of performing the Supply;
- (b) disclose Company Information to any third party (save as may be required by law or by order of a Court of competent jurisdiction and provided that prior to such disclosure the Contractor shall consult with the Framework Company as to the proposed form of such disclosure) without the prior written consent of the Framework Company, except that the Contractor shall be entitled to the extent strictly necessary to disclose Company Information:

- (i) to such of the Contractor's Personnel and those professional advisors, consultants, insurers and sub-consultants of the Contractor (in each case who are bound by a like confidentiality obligation) who need to know the Company Information for the performance of the Supply, provided that the Contractor shall be responsible for any breach of its obligations hereunder occasioned by any act or omission of any such persons; and
- (ii) to any governmental or regulatory agency or authority whose decisions, instructions or rulings may properly be enforced against a party to a Contract;
- (c) without the prior written consent of the Framework Company (except where provided in Clause 20.2(b)), disclose to any third party the nature or content of any discussions or negotiations between the Parties relating to the Company Information or relating to this Framework Agreement or any Contract.

20.3 The Contractor shall:

- (a) receive and/or maintain the Company Information in strictest confidence;
- (b) inform each of the persons referred to in Clause 20.2 above to whom Company Information is disclosed of the restrictions contained herein as to use and disclosure of the Company Information and shall use its best endeavours to ensure that each of them shall observe such restrictions;
- (c) on the request of the Framework Company (made at any time) deliver to the Framework Company all documents and other materials in its possession, custody or control (or the relevant parts thereof) that bear or incorporate all or any part of the Company Information.

20.4 The obligations set out in Clauses 20.2 and 20.3 will not apply to any Company Information which:

- (a) the Contractor can show by documentary evidence was already in its lawful possession and at its free disposal before the disclosure to the Contractor by the Framework Company; or
- (b) is hereafter lawfully disclosed to the Contractor without any obligation of confidence, by a third party who has not derived it directly or indirectly from the Framework Company; or
- (c) is or becomes generally available to the public in any printed publication in general circulation through no act or default on the part of the Contractor.

20.5 The Contractor acknowledges that damages would not be an adequate remedy for any breach of this Clause by the Contractor and that (without prejudice to all other remedies to which the Framework Company may be entitled as a matter of law) the Framework Company shall be entitled to any form of equitable relief to enforce the provisions of this Clause.

20.6 The Contractor shall not without the prior written consent (such consent not to be unreasonably withheld) of the Framework Company, advertise or announce that it is supplying the Equipment to or carrying out the Services for the Framework Company or any other member of the TfL Group.

20.7 At the Framework Company's request and in any event upon the termination or expiry of each Contract, the Contractor shall promptly deliver to the Framework Company, or destroy as the Framework Company may direct, all documents and other materials in the possession, custody or control of the Contractor (or the relevant

parts of such materials) that bear or incorporate the whole or any part of the Company Information and, if instructed by the Framework Company in writing, remove all electronically held Company Information, including the purging of all disk-based Company Information and the reformatting of all disks.

20.8 In this Clause 20.8, ‘**Contractor’s Confidential Information**’ means information in any form whatsoever, whether oral, documentary, magnetic, electronic, graphic, digitised or otherwise, used by or the property of the Contractor including without limitation information relating to patents, trademarks, registered and unregistered drawing rights, design rights, copyright formulations, engineering drawings, specifications, data, know-how, inventions, models, sample components, formulae, manufacturing methods products and systems, analytical and quality control methods, sales data, anticipated sales volumes, information relating to potential or actual customers, business structure, assets, liabilities, operations, budgets and strategies. Without prejudice to Clauses 13 and 18, without the prior written consent of the Contractor (such consent not to be unreasonably withheld or delayed), the Framework Company shall not (and shall procure that no other member of the TfL Group shall) disclose any of the Contractor’s Confidential Information disclosed to the Framework Company (or any other member of the TfL Group) pursuant to the performance of this Framework Agreement or any Contract and not already in the public domain, to a third party (save as may be required by law or by order of a Court of competent jurisdiction and provided that prior to such disclosure the Framework Company shall consult with the Contractor as to the proposed form of such disclosure) and shall not use any Contractor’s Confidential Information for any purpose whatsoever other than in connection with this Framework Agreement and the Contracts. Provided that it shall be deemed to be reasonable for the Contractor to give such consent where: (i) the safety of the Underground Network or another railway network is or could potentially be impacted; (ii) the disclosure required is to that other railway operator in connection with the safety of the Underground Network or the other railway network; and (iii) that railway operator receiving the information uses the information only in connection with the safety of the Underground Network or its own network and provides the Contractor with an undertaking of confidentiality in equivalent terms to that provided by the Framework Company in this Clause 20.8.

21. FREEDOM OF INFORMATION

21.1 The Contractor acknowledges that the Framework Company (and other members of the TfL Group):

- (a) is subject to the FOI Legislation and agrees to assist and co-operate with the Framework Company to enable the Framework Company to comply with its obligations under the FOI Legislation; and
- (b) may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Contractor and, subject to the provisions of this Clause 21, may ultimately at its discretion disclose such Information.

21.2 Without prejudice to the generality of Clause 21.1, the Contractor shall and shall procure that its First Tier Sub-contractors (if any) shall:

- (a) transfer to the Framework Company each Information Request relevant to this Framework Agreement, any Contract, the Equipment and/or the Services, the Framework Company or any member of the TfL Group that it receives as soon as practicable and in any event within two (2) Business Days of receiving such Information Request; and
- (b) in relation to Information held on behalf of the Framework Company or any other member of the TfL Group, provide the Framework Company with details about and/or copies of all such Information that

the Framework Company requests and such details and/or copies shall be provided within five (5) Business Days of a request from the Framework Company (or such other period as the Framework Company may reasonably specify) and in such forms as the Framework Company may reasonably specify.

21.3 The Framework Company shall be responsible for determining whether Information is exempt or excepted information under the FOI Legislation and for determining what Information (if any) will be disclosed in response to an Information Request in accordance with the FOI Legislation. The Contractor shall not itself respond to any person making an Information Request, save to acknowledge receipt, unless expressly authorised to do so by the Framework Company.

22. PROCUREMENT

22.1 The Contractor shall at all times have regard to the GLA Responsible Procurement Policy in performance of its obligations under this Framework Agreement and each Contract.

22.2 Where applicable to the Contractor, the Contractor shall comply with the Modern Slavery Act 2015 and any guidance issued by the Secretary of State under it.

23. DATA TRANSPARENCY

23.1 The Contractor acknowledges that the Framework Company (and each other member of the TfL Group) is subject to the Transparency Commitment. Accordingly, notwithstanding Clauses 20 and 21, the Contractor hereby gives its consent for the Framework Company to publish, subject to its obligations under Clause 23.3, the Contract Information to the general public.

23.2 Subject to its obligations under Clause 23.3, the Framework Company may in its absolute discretion redact all or part of the Contract Information prior to its publication. In doing so and in its absolute discretion (but subject to its obligations under Clause 23.3) the Framework Company may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation. The Framework Company may in its absolute discretion consult with the Contractor regarding any redactions to the Contract Information to be published pursuant to Clause 23.1. The Framework Company shall make the final decision regarding publication and/or redaction of the Contract Information subject to its obligations under Clause 23.3.

23.3 In any such publication and/or redaction of the Contract Information, the Framework Company shall not publish the Prices stated in Schedule 4 (as the same is amended and varied from time to time in accordance with this Framework Agreement or any Contract) or Commercially Sensitive Information.

24. CRIMINAL RECORDS DECLARATION

24.1 The Contractor shall procure from each Relevant Individual a declaration that he does not have any Relevant Convictions (“**Declaration**”) or disclosure of any Relevant Convictions he has committed. A Declaration shall be procured prior to a Relevant Individual carrying out any Supply. The Contractor shall confirm to the Framework Company in writing on request and in any event not less than once a year that each Relevant Individual has provided a Declaration. The Contractor shall procure that a Relevant Individual notifies the Contractor immediately if he commits a Relevant Conviction and the Contractor shall notify the Framework

Company in writing immediately on becoming aware that a Relevant Individual has committed a Relevant Conviction.

- 24.2 The Contractor shall not engage or allow to act on behalf of the Contractor in the performance of any aspect of the Supply any Relevant Individual who has disclosed a Relevant Conviction.
- 24.3 The Framework Company shall have the right in accordance with the audit rights set out in this Framework Agreement to audit and inspect the records of the Contractor and those of any First Tier Subcontractor in order to confirm and monitor compliance with this Clause 24 at any time during performance of a Contract.
- 24.4 If the Contractor fails to comply with the requirements under Clauses 24.1 and/or 24.2, the Framework Company may, without prejudice to its rights under Clause 28.1(f) of the Conditions of Contract, serve notice in writing on the Contractor requiring the Contractor to remove or procure the removal of (as the case may be) any Relevant Individual who has not provided a Declaration from the Contract with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the carrying out of the Supply unless (in the case of non-compliance with Clause 24.2) within 7 days of receipt of the notice, the Contractor confirms to the Framework Company it has procured all of the Declarations required under Clause 24.1.
- 24.5 Persistent unremedied breach of Clause 24.2 by the Contractor, shall constitute a material breach of the affected Contract and shall entitle the Framework Company to terminate that Contract in whole or in part with immediate effect in accordance with Clause 28.1(f) of the Conditions of Contract.
- 24.6 In the event the Framework Company becomes aware that a Relevant Individual has committed a Relevant Conviction, the Contractor shall remove or procure the removal (as the case may be) of such Relevant Individual from each Contract with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the carrying out of the Supply.
- 24.7 Nothing in this Clause 24 shall in any way waive, limit or amend any obligation of the Contractor to the Framework Company arising under this Framework Agreement and each Contract and the Contractor's responsibilities in respect of performance of the Supply remain in full force and effect and the Contractor cannot claim any extra costs or time as a result of any actions under this Clause 24.
- 24.8 If a person being a Relevant Individual, requires access to the Underground Network for the purposes of performing the Supply, such person shall not be granted such access until it has first provided a Declaration and, in such event, such person shall be deemed a Relevant Individual and the requirements of this Clause 24 shall apply.

25. DISPUTE RESOLUTION

- 25.1 The relevant Contract Manager, the Framework Manager and the Contractor shall use all reasonable endeavours to negotiate in good faith and settle any Dispute.
- 25.2 If a Dispute is not settled as provided in Clause 25.1 within a period of seven Business Days of the date on which the Dispute arose, the Framework Company and the Contractor may refer the Dispute in writing to a director or chief executive (or equivalent) ("**Senior Personnel**") of each of the Framework Company, the affected Company and the Contractor for resolution.

- 25.3 If the Dispute is not resolved within 14 Business Days of referral to the Senior Personnel, either Party may propose by notice to the other Party (“**Notice**”) that a structured mediation or negotiation be entered into with the assistance of a mediator.
- 25.4 If the Parties are unable to agree on a mediator, or if the agreed mediator is unable or unwilling to act within 28 Business Days of the service of the Notice, either Party may apply to the Centre for Effective Dispute Resolution (“**CEDR**”) in London to appoint a mediator. The costs of that mediator shall be divided equally between the Parties or as the Parties may otherwise agree in writing.
- 25.5 Where a Dispute is referred to mediation under Clause 25.3, the Parties will attempt to settle such Dispute by mediation in accordance with the model mediation procedures published by CEDR or such other procedures as the mediator may recommend.
- 25.6 If the Parties reach agreement on the resolution of the Dispute, such agreement shall be recorded in writing and once signed by the Parties’ authorised representatives, shall be final and binding on the Parties.
- 25.7 If either Party refuses at any time to participate in the mediation procedure, and in any event if the Parties fail to reach agreement on the Dispute within 40 Business Days of the service of the Notice, either Party may commence proceedings in accordance with Clause 36.
- 25.8 For the avoidance of doubt, the Contractor shall continue to supply the Equipment and to provide the Services in accordance with the Contract and without delay or disruption while the Dispute is being resolved pursuant to this Clause 25.
- 25.9 Neither Party shall be prevented from, or delayed in, seeking any order for specific performance or for interim or final injunctive relief as a result of the provisions of this Clause 25, and this Clause 25 shall not apply in respect of any circumstances where such remedies are sought.
- 25.10 If this Framework Agreement or any Contract is a contract for constructions operations in accordance with the Housing Grants, Construction and Regeneration Act 1996 either party may refer a Dispute relating to it to adjudication at any time and the provisions in the Scheme for Construction Contracts (England and Wales) Regulations 1998 shall apply.

26. QUALITY AND BEST VALUE

The Contractor acknowledges that TfL is a best value authority for the purposes of the Local Government Act 2000 and as such the Framework Company is required to make arrangement to secure continuous improvement in the way it exercises its functions, having regard to a combination of economy, efficiency and effectiveness. The Contractor assists the Framework Company to discharge the Framework Company’s duty where possible, and in doing so, inter alia carries out any reviews of the Supply reasonably requested by the Framework Company from time to time. If the Contractor demonstrates to the Framework Company and the Framework Company agrees that the requirements pursuant to this clause are above and beyond those of ISO 9001 then the Framework Company shall pay the Contractor its costs for complying with those additional requirements provided that such costs shall be subject to the prior approval of the Framework Company and so far as is possible the costs shall be calculated in accordance with the pre-agreed rates stated in this Framework Agreement.

27. WORK RELATED ROAD RISK

27.1 For the purposes of Clauses 27.2 to 27.10 (inclusive) of this Framework Agreement, the following expressions shall have the following meanings:

“**Alternative Scheme**” has the meaning given to it in Clause 27.2(a);

“**Approved Progressive Driver Training**” an ongoing programme of Drivers’ training to ensure they have the appropriate knowledge, skills and attitude to operate safely on urban roads. This includes the training specific for the urban environment (including on-road experience from a cyclist’s perspective), which is required to be completed at least once every 5 years;

“**Car-derived Van**” a vehicle based on a car, but with an interior that has been altered for the purpose of carrying larger amounts of goods and/or equipment;

“**Category N2 HGV**” a vehicle designed and constructed for the carriage of goods having a MAM exceeding 3,500 kilograms but not exceeding 12,000 kilograms;

“**Category N3 HGV**” a vehicle designed and constructed for the carriage of goods and having a MAM exceeding 12,000 kilograms;

“**CLOCS Standard**” means the Construction Logistics and Community Safety standard, which aims to eliminate risk of a collision between heavy goods vehicles servicing the construction sector and vulnerable road users by ensuring effective practice in the management of operations, vehicles, drivers and construction sites; further information can be found at: www.clocs.org.uk

“**Collision Report**” a report detailing all collisions during the previous twelve (12) months involving injuries to persons or fatalities;

“**Delivery and Servicing Vehicle**” a HGV, a Van or a Car-derived Van;

“**Direct Vision Standard**” or “**DVS**” Direct Vision Standard, a performance-based assessment and rating tool, as updated from time to time that measures how much direct vision a Driver has from a Category N3 HGV cab in relation to other road users. Further information can be found at: www.tfl.gov.uk;

“**Driver**” any employee of the Contractor (including an agency or contracted driver), who operates Delivery and Servicing Vehicles on behalf of the Contractor while providing the Supply;

“**DVLA**” Driver and Vehicle Licensing Agency;

“**FORS**” the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating commercial vehicles including vans, HGV, coaches and powered two wheelers. It offers impartial, independent advice and guidance to motivate companies to improve their compliance with relevant laws and their environmental, social and economic performance;

“**FORS Standard**” the standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at:

www.fors-online.org.uk

“**Gold Accreditation**” the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at:

www.fors-online.org.uk

“**HGV**” a vehicle with a MAM exceeding 3,500 kilograms;

“**MAM**” the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road;

“**Silver Accreditation**” the minimum level of accreditation within the FORS Standard acceptable for the contract schedule, the requirements of which are more particularly described at:

www.fors-online.org.uk

“**Van**” a vehicle with a MAM not exceeding 3,500 kilograms; and

“**WRRR Self-Certification Report**” has the meaning given to it in Clause 27.8.

27.2 Fleet Operator Recognition Scheme Accreditation

Where the Contractor operates Delivery and Servicing Vehicles to provide the Supply, it shall within 90 days of the Commencement Date:

- (a) (unless already registered) register for FORS or a scheme, which in the reasonable opinion of the Framework Company, is an acceptable substitute to FORS (the “**Alternative Scheme**”); and
- (b) (unless already accredited) have attained the standard of Silver Accreditation (or higher) or the equivalent within the Alternative Scheme and shall maintain the standard of Silver Accreditation (or equivalent standard within the Alternative Scheme) by way of an annual independent audit in accordance with the FORS Standard or take such steps as may be required to maintain the equivalent standard within the Alternative Scheme. Alternatively, where the Contractor has attained Gold Accreditation, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.

27.3 Safety Features on HGVs

The Contractor shall ensure that every HGV, which it uses to provide the Supply, shall be fitted with safety features consistent with the FORS Silver Accreditation

27.4 Construction Logistics and Community Safety (CLOCS)

Where applicable, for contracts for works exceeding a value of £1m:

- (a) the Contractor shall comply with the CLOCS Standard;
- (b) the Contractor shall ensure that the conditions at all sites and locations where:
 - (i) the Supply is being delivered, or

- (ii) in connection with the performance of the Supply, any waste is being disposed of or supplies are being delivered to or from,

are appropriate for each Category N3 HGV being used in the provision of the Supply.

27.5 Direct Vision Standard (DVS)

Where applicable for contracts exceeding a value of £1m where the duration will exceed 12 months and a significant amount of the Supply will be conducted within the GLA boundaries:

- (a) the Contractor shall ensure that:
 - (i) from and including 26 October 2019, all Category N3 HGVs used in the provision of the Supply achieve a minimum of a one (1) star Direct Vision Standard rating; and
 - (ii) from and including 26 October 2023 all Category N3 HGVs used in the provision of the Supply achieve a minimum of three (3) star Direct Vision Standard rating.

27.6 Driver Training

Where the Contractor operates Delivery and Servicing Vehicles to provide the Supply, the Contractor shall ensure that each of its Drivers attends Approved Progressive Driver Training throughout the duration of each applicable Contract.

27.7 Collision Reporting

Where the Contractor operates Delivery and Servicing Vehicles to provide the Supply, the Contractor shall within 15 days of the Commencement Date, provide to the Framework Company a Collision Report. The Contractor shall provide to the Framework Company an updated Collision Report within five Working Days of a written request from the Framework Company at any time.

27.8 Self-Certification of Compliance

Where the Contractor operates Delivery and Servicing Vehicles to provide the Supply, within 90 days of the Commencement Date, the Contractor shall provide a written report to the Framework Company detailing its compliance with Clauses 27.2, 27.3, 27.4, 27.5, 27.6 and 27.7 (as applicable) of this Framework Agreement (the “WRRR Self-Certification Report”). The Contractor shall provide updates of the WRRR Self-Certification Report to the Framework Company on each six month anniversary of its submission of the initial WRRR Self-Certification Report.

27.9 Obligations of the Contractor regarding subcontractors

- (a) Clause 27.2, 27.6, 27.7 and 27.8; and
- (b) for Category N2 HGVs – Clause 27.3; and
- (c) for Category N3 HGVs – Clauses 27.3, and, where applicable 27.4 and 27.5,

as if those sub-contractors were a party to this Framework Agreement.

27.10 Failure to Comply with Work Related Road Risk Obligations

Without limiting the effect of any other clause of this Framework Agreement and any Contract relating to termination, if the Contractor fails to comply with any of Clauses 27.2, 27.3 (where applicable), 27.4 (where applicable), 27.5 (where applicable), 27.6, 27.7, 27.8 and 27.9:

- (a) the Contractor has committed a material breach of this Framework Agreement and any affected Contract; and
- (b) the Framework Company may refuse the Contractor, its employees, agents and Delivery and Servicing Vehicles entry onto any property that is owned, occupied or managed by the Framework Company (or any other member of the TfL Group) for any purpose (including but not limited to deliveries).

28. ASSIGNMENT AND NOVATION

28.1 The Contractor will not assign or otherwise dispose of this Framework Agreement or any of its rights or obligations under this Framework Agreement without the prior written consent of the Framework Company, such consent not to be unreasonably withheld or delayed.

28.2 The Contractor shall:

- (a) as soon as is reasonably practicable, give written notice to the Framework Company if the Contractor comes or is to come under the control directly or indirectly of any person who does not control the Contractor at the date of this Framework Agreement (for this purpose 'control' means the power to direct the management and the policies of the entity, whether through the ownership of share capital, contract or otherwise); and
- (b) give written notice to the Framework Company in the event that there is any change in the ownership of the Holding Company where such change relates to 50% or more of the issued share capital of the Holding Company, such notice to be given within 10 Business Days of the date on which such change takes effect.

28.3 Subject to the applicable legislation and to the provisions of Clause 28.4, the Framework Company may assign the benefit of this Framework Agreement and/or any Contract to another member of the TfL Group at any time without the consent of the Contractor provided it has given prior notice of the assignment to the Contractor.

28.4 Subject to the proposed transferee having reasonably sufficient financial resources (taking into account any credit support available to it) and technical resources available to it for the performance of the relevant obligations of the Framework Company under this Framework Agreement and any affected Contract, within 14 days of any written request by the Framework Company to the Contractor, the Contractor will execute one or more agreements substantially in the form specified in Schedule 14 (and including any necessary amendments to refer to the relevant rights and obligations that are being novated) by which the Framework Company shall transfer all or such part as may be specified by the Framework Company of its rights and obligations under this Framework Agreement and/or any Contract to one or more third parties nominated by the Framework Company.

29. PARTNERSHIPS AND AGENCY

Nothing in this Framework Agreement constitutes, or is deemed to constitute, a partnership between the Parties. Except as expressly provided in this Framework Agreement, neither Party is deemed to be the agent of the other, and neither Party holds itself out as the agent of the other.

30. COMPETITION LAW

Nothing in this Framework Agreement constitutes a breach of the Competition Act 1998 or the Enterprise Act 2002 and the Contractor recognises that in carrying out the provisions of this Framework Agreement, its directors and employees must ensure that they comply with all relevant provision of those Acts.

31. EQUALITY AND DIVERSITY

31.1 Without limiting the generality of any other provision of the Agreement and any Contract, the Contractor:

- (a) shall not unlawfully discriminate ;
- (b) shall procure that its employees and agents do not unlawfully discriminate; and
- (c) shall use reasonable endeavours to procure that its subcontractors do not unlawfully discriminate when providing the Supply,

within the meaning and scope of the Equality Act 2006, the Equality Act 2010 and any other relevant enactments in force from time to time in relation to discrimination in employment.

31.2 The Contractor acknowledges that the Company is under a duty under section 149 of the Equality Act 2010 to have due regard to the need to:

- (a) Eliminate unlawful discrimination on the grounds of age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex and sexual orientation (all “**Protected Characteristics**”) and marriage and civil partnership;
- (b) advance equality of opportunity between persons who share a Protected Characteristic and persons who do not share it; and
- (c) foster good relations between persons who share a Protected Characteristic and persons who do not.

In performing the Agreement and each Contract the Contractor shall assist and cooperate with the Company where possible in satisfying this duty.

31.3 The Contractor shall ensure that its staff, and those of its subcontractors who are engaged in the performance of the Agreement and each Contract comply with the Company’s policies in relation to equal opportunities and diversity, workplace harassment and drugs and alcohol as may be updated from time to time. Copies of these policies are available from the Company at any time on request.

31.4 To the that the Company is required to assist or co-operate with TfL in compliance with its duties under the Equality Act 2010 (Specific Duties) Regulations 2011, the Contractor shall assist and co-operate with the Company where possible.

31.5 Within 3 Working Days after the commencement date of this Agreement, the Contractor shall provide to the Company a copy of its EDI Policy in the form submitted to the Company before the parties entered into this Agreement). The Supplier shall keep its EDI Policy under review for the duration of this Agreement and shall promptly provide the Company with any such revised EDI Policy.

32. FURTHER ASSURANCE

Each Party does or procures the doing of all acts and things and executes or procures the execution of all such documents as the other Party reasonably considers necessary to give full effect to the provisions of this Framework Agreement.

33. ENTIRE AGREEMENT

33.1 This Framework Agreement and the documents referred to herein constitutes the entire agreement and understanding between the Parties relating to the subject matter hereof to the exclusion of any other terms and conditions and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, relating thereto.

33.2 Each Party acknowledges that in entering into this Framework Agreement it is not relying upon any representation, warranty, promise or assurance made or given by any other party or any other person, whether or not in writing, at any time prior to the execution of this Framework Agreement.

33.3 Nothing in this Framework Agreement will exclude any liability for fraudulent misrepresentation.

34. THIRD PARTY RIGHTS

Any person who is not a party to this Framework Agreement shall not have any benefit from or any rights under this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 provided that nothing shall prevent any member of the TfL Group from enforcing any rights granted for its benefit under this Framework Agreement or any Contract, including without limitation the right to call off from the Framework Agreement.

35. NOTICES

35.1 Any notices or other documents to be given under this Framework Agreement will be in writing and will be deemed to have been duly given if delivered by hand or by prepaid first class post, by facsimile, e-mail or by any other recognised and accepted electronic means accepted by the Parties to a Party at the address set out in Schedule 5A for such Party or such other address as one Party may from time to time designate by written notice to the other.

35.2 Any such notices or other documents will be deemed to have been received by the addressee two Business Days following the date of despatch if the notice or other document is sent by prepaid first class post, or on the next Business Day after delivery if sent by hand, by facsimile, e-mail or other electronic means agreed to by both Parties.

36. EXECUTION

- 36.1 This Framework Agreement and any Contract concluded hereunder may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same Framework Agreement or Contract (as the case may be).
- 36.2 Each Party agrees that this Framework Agreement and any Contract, Order, Request for Equipment and Services, Offer of Equipment and Services, Acceptance or other notice issued under Clause 4 may be executed by electronic signature (whatever form the electronic signature takes) and confirms that this method of signature is as conclusive of its intention to be bound by this Framework Agreement or the applicable Contract as if signed by its manuscript signature.

37. GOVERNING LAW

- 37.1 The construction, performance and validity of this Framework Agreement will be governed by English law.
- 37.2 Without prejudice to Clause 25, the Parties submit to the exclusive jurisdiction of the courts of England and Wales provided that the Framework Company has the right in its absolute discretion to enforce a judgement and/or to take proceedings in any other jurisdiction in which the Contractor is incorporated or in which any assets of the Contractor may be situated.

38. SURVIVAL

The provisions of Clauses 6.3, 7, 10, 11, 13, 18, 19, 20, 21, 23, 25, 28, 32, 33, 34, 35, 36, 37 and 38 of this Framework Agreement will survive the termination or expiry of this Framework Agreement and continue in full force and effect. In addition, any other provision of this Framework Agreement which by its nature or implication (including in respect of any accrued rights and liabilities) is required to survive the termination or expiry of the Framework Agreement will survive such termination or expiry as aforesaid.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and delivered as a deed on the date first before written

The Common Seal of)
LONDON UNDERGROUND LIMITED)
was affixed to THIS DEED)
in the presence of:)

Authorised Signatory

Signature:

Name:

EXECUTED AND DELIVERED

as a DEED by
SIEMENS MOBILITY LIMITED Director
acting by
Director/Company Secretary

SCHEDULE 1

1. Definitions and Interpretation

In the Framework Agreement and each Contract (unless the context otherwise requires):-

“2009 Escrow Agreement” means the software escrow agreement [REDACTED] dated [REDACTED] and entered into between the Escrow Agent, LUL Nominee BCV Limited (and subsequently novated to the Framework Company), the Contractor and Siemens Rail Automation Limited in relation to the Signalling Escrow Materials (as defined thereunder), as set out in Schedule 19;

“Access” means access in accordance with Schedule 10 to stations and track on the Underground Network required by the Contractor to deliver or install any Equipment or carry out the Services or any works or activities forming part of the Services.

“Accounting Period” means the Framework Company’s accounting periods as notified from time to time by the Framework Company to the Contractor, each such period being of between 25 and 32 days and one of 13 periods during the Framework Company’s financial year;

“Additional Escrow Materials” has the meaning ascribed to that term in Clause 19 of the Framework Agreement;

“Additional Victoria Line IPR’s” has the meaning ascribed to that term in Clause 18.4(b) of the Framework Agreement;

“Asset” means:

- (a) any real property and any equipment owned, controlled or otherwise held by the Company in respect of which the Company has an interest of whatsoever nature or any part thereof; and
- (b) the Equipment or any part thereof.

“Business Day” means any day from Monday to Friday inclusive, except public holidays in England;

“Certificate of Conformity” means the certificate the Contractor issues in respect of Equipment in accordance with its quality management system;

“Commercially Sensitive Information” means Personal Data or information which could cause the Contractor financial loss or significant commercial disadvantage if disclosed, which will be agreed between the Company and the Contractor (such agreement not to be unreasonably withheld or delayed) using the proforma set-out in Schedule 18 prior to the Company’s publication of the Contract Information;

“the Company” means, in respect of each Contract, the entity to whom the relevant Supply is provided, being the Framework Company or any other member of the TfL Group as applicable, which expression shall include its successors in title and assigns;

“Company’s Equipment” means all equipment, appliances materials and systems of any kind under the ownership or control of the Company at the Premises;

“Company Information” means any information relating to the Framework Company or any other member of the TfL Group or their business or operations including, without limitation, all processes, methods and techniques,

operational, manufacturing or construction data, business policies, sales and marketing data, formulae, specifications, software specifications or applications, computer systems and any other information in any media used by or the property of the Framework Company or any other member of the TfL Group;

“Completion” is when the Contractor has delivered all the Equipment and provided all of the Services in accordance with the Contract;

“Completion Certificate” means the certificate issued by the Contract Manager in accordance with Clause 14.4 of the Conditions of Contract;

“Completion Date” means the date by which the supply of the Equipment and Services are to be completed in accordance with Clause 14 of the Conditions of Contract, or as amended or varied in accordance with Clause 24 of the Conditions of Contract;

“Conditions of Contract” means the conditions of contract contained in Schedule 2A, as may be amended or supplemented by the special conditions of contract contained in Schedule 2B;

“Contract” means any individual contract created between the Company and the Contractor pursuant to the Framework Agreement for the supply of Equipment and/or the provision of Services, and which comprises a Request for Equipment and Services, an Offer of Equipment and Services and/or the Order (as applicable) and, the Framework Agreement, the Schedules and any other documents (or parts thereof) specified in the Framework Agreement or Contract, all as the same may be amended by agreement between the Parties from time to time;

“Contract information” means: (i) the Contract in its entirety (including from time to time agreed changes to the Contract); and (ii) data extracted from the invoices submitted pursuant to Clause 25 of the Conditions of Contract and Schedule 4A, which shall consist of the Contractor’s name, the expenditure account code, the expenditure account description, the SAP document number, the clearing date and the invoice amount;

“Contract Manager” means the person designated as such in a Contract or such other person as may be notified in writing by the Company to the Contractor from time to time;

“Contract QUENSH Conditions” means all those contract, quality, environmental, health and safety conditions in force from time to time and contained in Schedule 6;

“Contractor” means the person, firm or company named as such in the Framework Agreement and its permitted assigns;

“Contractor's Confidential Information” means information in any form whatsoever, whether oral, documentary, magnetic, electronic, graphic, digitised or otherwise, used by or the property of the Contractor, including without limitation information relating to patents, trademarks, registered and unregistered drawing rights, design rights, copyright formulations, engineering drawings, specifications, data, know-how, inventions, models, sample components, formulae, manufacturing methods products and systems, analytical and quality control methods, sales data, anticipated sales volumes, information relating to potential or actual customers, business structure, assets, liabilities, operations, budgets and strategies;

“Contractor’s Equipment” means all appliances or materials of any kind whatsoever provided by the Contractor and required for the purposes of supplying the Equipment or providing the Services, but not including the Equipment forming part of the Services;

“Contractor’s Personnel” means the employees and agents of the Contractor who are involved in the provision of the Equipment and/or the Services;

“Corporate IPRs” means those trademarks, trade names and other Intellectual Property Rights notified by the Framework Company from time to time;

“Data Protection Legislation” means;

- (a) the Regulation (EU) 2016/679 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data;
- (b) Directive (EU) 2016/680 (the Law Enforcement Directive);
- (c) any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including but not limited to the Data Protection Act 2018;
- (d) any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and
- (e) the Privacy and Electronic Communications (EC Directive) Regulations 2003.

“Defect” means any deficiency in the quality or performance of the Equipment or of the Services due to faulty materials and/or workmanship as applicable;

“Defects Liability Period” means the period of 12 months, which period shall commence:

- (a) in relation to a Contract for a supply of Equipment on Completion as provided in Clause 14.2 of the Conditions of Contract; and
- (b) in relation to a Contract for Services, on Completion as provided for in Clause 14.3 of the Conditions of Contract;

“Dispute” means any dispute, difference, controversy or claim that may arise out of or relate to the Framework Agreement or any Contract before resorting to litigation;

“Documentation” means the Minimum Records, operating manuals (including software, hardware and systems manuals identified in the Specification), maintenance manuals in either eye-readable or electronic form, manufacturing, quality (assurance and control) records, test results, meeting minutes, correspondence, records of expenses and (where the price includes a time charge element), time records;

“Effective Date” means 23rd August 2020;

“Equipment” means those items defined as Equipment Type 1 or Equipment Type 2, but excluding the Contractor’s Equipment;

“Equipment Type 1” means all equipment, goods, software and materials specified in Schedule 3B;

“Equipment Type 2” means all other equipment, goods, software and materials to be supplied by the Contractor under a Contract not specified in Schedule 3B;

“Euro Compliant” means that the software, electronic or magnetic media, hardware or computer system (whichever is applicable) is capable of, and will not require any replacement or changes in order to be capable of, supporting the introduction of, changeover to and operation of the Euro as a currency and in dual currency (Sterling and Euro) and will not manifest any material error nor suffer a diminution in performance or loss of functionality as a result of such introduction, changeover or operation and it shall (if applicable) be capable of processing transactions calculated in Euros separately or in conjunction with other currencies and is capable of complying with any legislative changes relating to the Euro;

“Expiration Date” means the date on which a Contract is due to expire as specified in Schedule 5B, or such revised date as may be substituted therefore in accordance with the Contract;

“Expiration Year” means the period of twelve months immediately preceding the Expiration Date;

“Factory Acceptance Tests” means the inspections and tests completed by the Contractor prior to dispatch of the Equipment to verify that the Equipment complies with the Specification and with any other requirements of the Contract;

“First Tier Subcontractor” means any subcontractor engaged by the Contractor, or individual provided to the Contractor by an employment agency, for the purpose of undertaking work directly for the Company, excluding for the avoidance of doubt any supplier, sub-supplier or subcontractor engaged by or for the manufacturing division of the Contractor for undertaking work for or in connection with the manufacturing operations facility of the Contractor;

“Fit, Form and Function” have the following meanings: ‘Fit’ is the ability of an item to physically interface or interconnect with or become an integral part of another item. ‘Form’ is any set of physical or visual parameters which uniquely characterise an item, for example: the shape, size, dimension, mass, weight or colour. ‘Function’ is the action or actions that an item is designed to perform;

“Fixed Lump Sum” means where a specific piece of work forming part of the Services or of a supply of the Equipment with defined deliverables or a defined scope within a defined timescale is requested, the Price for that piece of work;

“FOI Legislation” means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 or any amendment or re-enactment of any of them any guidance issued by the Information Commissioner, the Ministry of Justice, or the Department for Environment, Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;

“Framework Agreement” means the Framework Agreement (dated the date on which the Framework Agreement is signed) to which the Schedules are annexed;

“Framework Company” has the meaning ascribed to that term in Framework Agreement;

“Framework Manager” means the person designated as such in the Framework Agreement or in Schedule 5A, or such other person as may be notified in writing by the Framework Company to the Contractor from time to time;

“GLA Responsible Procurement Policy” means the GLA Group Responsible Procurement Policy dated June 2017 and as may be further updated, amended or replaced from time to time.;

“Holding Company” means a holding company within the meaning of Section 1159 of the Companies Act 2006;

“Information” means information recorded in any form held by the Framework Company, any other Company or by the Contractor on behalf of the Framework Company or any other member of the TfL Group;

“Information Request” means a request for any Information under the FOI Legislation;

“Infrastructure Manager” has the meaning ascribed to it in the Railways and Other Guided Transport Systems (Safety) Regulations 2006;

“Intellectual Property Rights” or “IPRs” means any patent, patent application, know how, trademark, or name, service mark, design, right, registered design, copyright (including without limitation rights in software and databases) moral right. Rights in commercial or technical information or any other intellectual property rights, whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect anywhere in the world;

“Invoice” means a request for payment bearing all information required by the Company including the Contract reference number, Contractor’s name, address and a brief description of the equipment or services provided;

“Key Personnel” means the persons designated as such in Schedule 5A or such other persons as may be designated from time to time in accordance with a Contract;

“KPI’s” means the key performance indicators set out in Schedule 8, Contract Performance;

“Latent Defects” means any Defect existing in the Equipment and/or Services at Completion which only becomes apparent to the Company following the expiry of the Defects Liability Period;

“Maintenance Simulator System” means the system identified as such in Schedule 3E;

“Milestone” means an event which is the completion in whole of one or more of the specified activities, as may be set out in a Contract or in any document forming part of a Contract;

“Minimum Records” means

- (a) all necessary information for the evaluation of claims or variations;
- (b) contract files (including proposals of successful and unsuccessful bidders, bids, rebids, etc);
- (c) original estimates;
- (d) correspondence;
- (e) variation files (including documentation covering negotiated settlements);
- (f) timetables and progress towards relevant milestone dates;
- (g) detailed inspection records; and

(h) test and commissioning results;

“Offer of Equipment and Services” means a written offer by the Contractor submitted to the Company pursuant to Clause 4.2 of the Framework Agreement;

“Operator” means a person with statutory duties to provide or secure the provision for Greater London of public passenger services by railway through appropriate contractual arrangements;

“Order” means a purchase order for the supply of Equipment issued in accordance with Clause 4 of the Framework Agreement which order shall be in the form included in Schedule 17;

“Parties” means the parties to the Framework Agreement or the Contract and any permitted successors as the context of the reference requires and **“Party”** means whichever of them is indicated by the context of the reference;

“Personal Data” has the meaning given to it in the Data Protection Legislation;

“Processing” or **“processing”** has the meaning given to it in the Data Protection Legislation;

“Premises” means the stations, depots and other premises at or to which any of the Equipment is to be delivered or at which any of the Services are to be performed or to which the Contractor will or may seek Access in order to facilitate or comply with any of its obligations under the Contract. For the avoidance of doubt this does not include the premises of the Contractor;

“Price” means the price payable by the Company in consideration of the due supply of the Equipment and the due performance of the Services, as specified in a Contract (including in any document forming part of a Contract) and/or calculated in accordance with the provisions of Schedule 4 and as may be adjusted or varied in accordance with the Contract;

“Programme” means the programme for Services submitted by the Contractor to the Contract Manager in accordance with Clause 9 of the Conditions of Contract;

“QUENSH” means the Company’s Quality, Environmental, Safety and Health conditions (as amended from time to time) and the associated QUENSH Menu attached at Schedule 6;

“QUENSH Manual” means the manual issued by LUL and containing the Contract QUENSH Conditions as amended from time to time;

“Relevant Conviction” means any unspent criminal conviction relating to actual or potential acts of terrorism or acts which threaten national security;

“Relevant Individual” means any employee of the Contractor or any First Tier Subcontractor and carrying out, or intended to carry out, any aspect of the Supply excluding for the avoidance of doubt any supplier, sub-supplier or subcontractor engaged by or for the manufacturing division of the Contractor for undertaking work for or in connection with the manufacturing operations facility of the Contractor;

“Request for Equipment and Services” has the meaning given in Clause 4.1 of the Framework Agreement;

“Responsible Procurement Principles” mean the six principles of responsible procurement more particularly described in the GLA Responsible Procurement Policy, as may further be described in the Specification;

“Safety Approval Panel” (SAP) means the Framework Company’s Signals, Control and Information Safety Acceptance Panel that fulfils the role of an independent competent person for undertaking safety verifications on new, changed or modified Equipment and Services;

“Safety Breach” means a material breach of any obligation under this Contract caused by the gross incompetence or wilful default of the Contractor or by any subcontractor (or anyone employed or acting on behalf of the Contractor or any subcontractor) or any of its agents which has materially affected the safe operation of the Underground Network and/or endangered the safety of the employees of the Company or the public or any other person;

“Section” means any of the parts into which the Services have been divided for planned completion as set out in the Contract;

“Services” means:

(a) all or any part of the services to be provided to, or activities to be undertaken and completed for the Company by the Contractor under a Contract entered into pursuant to the Framework Agreement, including without limitation all or any of the services and activities listed or described in the Specification, and including any variations to such services and/or activities pursuant to Clause 24 of the Conditions of Contract; and

(b) any services, functions or responsibilities which may reasonably be regarded as incidental to the supply of the Equipment or to the foregoing services or activities and which may reasonably be inferred from the Contract;

“Site Acceptance Tests” means the tests set out in the Contract which are to be carried out by the Contractor by the Completion Date;

“Software” means software forming part of the Technology as detailed in the Specification;

“Specification” means each of the specification set out in Schedule 3B, Schedule 3C, Schedule 3D, Schedule 3E and Schedule 3F, and, in relation to a particular Contract, the particular such specification identified in the relevant Request for Equipment and Services and/or Order, together with additional information set out in or annexed to the relevant Contract (including in any document forming part of a Contract);

“Specialist Tooling” means any tools, dies, inserts, fixtures, moulds, tooling, jigs, patterns, holders, apparatus, machinery, masks, assemblies, in circuit test equipment, or any test equipment used in the process or manufacture of Equipment or to verify the correct functioning of the Equipment supplied;

“Standards” means the standards referred to in or reasonably inferred from the Specification or otherwise agreed, all Contractor’s standards and all relevant and applicable British and International standards;

“Start Date” means in relation to a Contract the date when the Company accepts the offer made by the Contractor in accordance with Clause 4.3 of the Framework Agreement and/or Schedule 3A;

“Supply” means to supply the Equipment and/or to perform the Services and the term **“Supplies”** shall be construed accordingly;

“Technology” means the systems defined in Schedule 3E and 3F

“TfL Group” means Transport for London , a statutory body set up by the Greater London Authority Act 1999 and all of its subsidiaries and their subsidiaries (as defined in Section 1159 of the Companies Act 2006) from time to time, together with Crossrail Limited (company number 04212657) and reference to any “member of the TfL Group” refers to TfL or any such subsidiary.

“Transparency Commitment” means the transparency commitment stipulated by the UK government in May 2010 (including any subsequent legislation) in accordance with which TfL is committed to publishing its contracts, tender documents and data from invoices received;

“Underground Network” means the stations and depots (wherever situate), assets, systems, track and other buildings which are used at any time in the maintenance and provision of the underground service known as “London Underground”;

“Variation” means a variation or variations to the Equipment and/or the Services or any other matters covered by the Framework Agreement or a Contract;

“VAT” means value added tax as provided for in the Value Added Tax Act 1994 and any tax replacing the same or of a similar nature.

“Victoria Line Contract” means the rolling stock and signalling equipment contract dated 27 February 2003 as amended pursuant to an agreement dated 1 April 2008 (as further amended and varied from time to time) between Metronet Rail BCV Limited, Bombardier Transportation (Projects) UK Limited, Bombardier Transportation UK Limited and the PPP Administrators;

“Victoria Line Contract Deliverables” those deliverables that SRAL is required to provide pursuant to or in connection with the Victoria Line Contract;

“Victoria Line Escrow Agreement” means the software escrow agreement numbered [REDACTED], and entered into between the Escrow Agent, LUL Nominee BCV Limited (and subsequently novated to the Framework Company), the Contractor and Siemens Rail Automation Limited in relation to the Additional Signalling Escrow Materials (as defined thereunder), as set out in Schedule 20;

SCHEDULE 2A – Conditions of Contract

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1. ACCEPTANCE OF THE TERMS AND CONDITIONS OF CONTRACT

- 1.1 The Parties shall be deemed to have accepted all the terms and conditions of the Contract to the exclusion of any other terms or conditions contained in any quotation, tender, acknowledgement or acceptance of order or other document of the Parties relating to a Supply provided under the Contract.
- 1.2 The Parties acknowledge and agree that the terms and conditions of each Contract shall be determined, interpreted and construed in accordance with the provisions of clauses 1 (Definitions) to 5 (Discrepancy or Conflict) (inclusive) of the Framework Agreement.

2. COMMENCEMENT AND DURATION

- 2.1 Each Contract shall commence on the Start Date for that Contract and its duration shall be determined in accordance with the Contract but subject to earlier termination pursuant to Clause 28 (Termination).

3. AGREEMENT TO SUPPLY

- 3.1 The Contractor shall supply the Equipment and/or the Services and the Company shall pay the Contractor in accordance with the Contract.
- 3.2 The Contractor acknowledges that it:
- (a) has sufficient information about the Specification and that it has made all appropriate and necessary enquires to enable it to supply the Equipment and to perform the Services in accordance with the Contract;
 - (b) shall neither be entitled to any additional payment nor excused from any obligation or liability under the Contract due to any misinterpretation or misunderstanding by the Contractor of any fact relating to the Specification or otherwise to the Contract; and
 - (c) shall comply with all lawful and reasonable directions of the Contract Manager relating to its supply of the Equipment and/or performance of the Services.

4. THE EQUIPMENT

Where the Contract provides for the supply of Equipment the following provisions shall apply:

- 4.1 From the Start Date of the Contract and for the duration of the Contract the Contractor will, subject to and in accordance with the provisions of the Contract, provide the Equipment to the Company and will provide all labour including supervision thereof and (subject to Clause 13 (Free Issue Equipment or Materials) all materials, plant, equipment and resources required for the purposes of the Contract and so as to achieve Completion on or before the Completion Date.
- 4.2 The quality and description of the Equipment shall be as specified in the Specification (as the same may be amended by agreement between the Parties) and the Equipment shall conform in all respects to the Standards and all relevant statutory requirements applicable or capable of applying thereto.

- 4.3 If required by the Company, samples of Equipment shall be submitted by the Contractor to the Company for evaluation and approval at the Company's cost and expense, provided such costs and expenses incurred by the Contractor are reasonable, and all subsequent deliveries of the Equipment shall be equal in quality to approved samples.
- 4.4 The Contractor shall be responsible for the accuracy of all drawings, documentation and information supplied to the Company by the Contractor in connection with the provision of the Equipment and shall rectify at its cost any discrepancies, errors or omissions therein.
- 4.5 The Contractor shall develop and implement processes and/or procedures to ensure, to the best of its ability, protection against the procurement of counterfeits as Equipment supplied under the Contract. Such processes and procedures shall be auditable by the Company.

5. THE SERVICES

Where the Contract provides for the provision of Services the following provisions apply:

- 5.1 From the Start Date of each Contract and for the duration of each Contract the Contractor will provide the Services subject to and in accordance with the provisions of the Contract and will regularly and diligently proceed with and complete the same on or before the Completion Date.
- 5.2 In respect of the Services, the Contractor shall:
- (a) make no delivery of materials, plant or other things nor commence any work on the Company's Premises without obtaining prior approval in writing from the Contract Manager;
 - (b) provide all labour including supervision and (subject to Clause 13 (Free Issue Equipment or Materials)) the Contractor's Equipment, and all other resources required for the purposes of the Contract, whether the same is specified in or reasonably to be inferred from the Contract.
 - (c) execute the Services in accordance with the Standards and all relevant statutory requirements;
 - (d) provide the Services and comply with the requirements as to contract management set out in the Specification and otherwise in accordance with Clause 9 (Programme and Completion), Schedule 5B (Contract Programme) and Clause 19 (Contract Management), provided that the Contractor's obligations in this regard under the Specification and Clause 20 (Safety Rules and Compliance with Laws) are in addition to and shall not limit its obligations under the other provisions of the Contract;
 - (e) comply with any agreed Milestones and the Completion Date specified in the Contract;
 - (f) employ the Key Personnel to supervise the performance of the Services;
 - (g) inform the Contract Manager in writing prior to making any changes to the Key Personnel; and
 - (h) on Completion of the Services remove the Contractor's Equipment, and all plant, equipment and unused materials and shall clear away from the Premises and from the area adjoining and surrounding the Premises all rubbish arising out of the Services and the performance of the Contract and leave the Premises and the area adjoining and surrounding the Premises in a neat and tidy condition.

- 5.3 Access to the Premises shall not be exclusive to the Contractor but shall be limited to such Contractor's Personnel and Contractor's suppliers as are necessary to enable the execution of the Services and the performance of the Contract concurrently with the execution of work by others. The Contractor shall co-operate with such others as the Contract Manager may reasonably require provided that, if such co-operation causes delay to the Contractor or the Contractor incurs additional costs, the Contractor shall be entitled to such extension to the Completion Date and reimbursement of such additional costs reasonably incurred in consequence of such co-operation by the Contractor.
- 5.4 The Contract Manager shall have the right, at the cost of the Contractor, at any time during the execution of the Services and progress of the Contract to order in writing:
- (a) the removal from the Premises and/or any other site owned or occupied by the Company of any materials relating to the execution of the Services and/or performance of the Contract which, in the reasonable opinion of the Contract Manager, are either hazardous, noxious or not in accordance with the Contract; and/or
 - (b) the substitution of proper and suitable materials; and/or
 - (c) the removal and proper re-execution, notwithstanding any previous test thereof or interim payment thereof, of any Services which, in respect of material or workmanship, is not in the reasonable opinion of the Contract Manager in accordance with the Contract.
- 5.5 Subject to the payment by the Company of the Contractor's costs to be reasonably and properly incurred, the Contractor shall, where directed by the Company, provide all reasonable assistance, information and co-operation to any other third party with which the Company or any other member of the TfL Group has a relationship subject to the signature of confidentiality agreements between the Contractor and those third parties.

6. WARRANTIES AND REPRESENTATIONS

- 6.1 For the purposes of construing the warranties in Clause 6.2, references to the Equipment or the Services will include any part of the Equipment or Services. Each warranty will be construed as a separate warranty and will not be limited or restricted by reference to, or inference from, the terms of any other warranty or any other term of the Contract, subject to the limit on the Contractor's liability at Clause 23 (Indemnity and Insurance) of the Contract.
- 6.2 Without prejudice to any other warranties in the Contract, the Contractor warrants, represents and undertakes to the Company that:
- (a) the Contractor will provide the Equipment and/or Services in a good and workmanlike manner and in accordance with the Contract;
 - (b) without prejudice to the other provisions of this Clause 6.2, the Services and Equipment shall be to the reasonable satisfaction of the Company;
 - (c) the Services and the Equipment shall comply with the requirements of the Specification and with any particulars specified in the Contract;

- (d) the Services and the Equipment shall conform in all respects with the Standards and the requirements of any statutes, orders, regulations or bye-laws from time to time in force;
- (e) all obligations of the Contractor pursuant to the Contract shall be performed and rendered by appropriately experienced, qualified and trained Contractor's Personnel with all due skill, care and diligence including but not limited to good industry practice, in accordance with the Contractor's own established internal procedures and in accordance with the Specification and standards referred to in the Specification (without limiting the generality of this Clause);
- (f) the Services and the Equipment will be provided using materials and equipment that are of sound and satisfactory design and quality and in accordance with the Specification and the standards referred to in the Specification;
- (g) for any Contract to which Schedule 3E or Schedule 3F applies, all materials (including without limitation the Software) supplied under the Contract will be capable of operation as part of the Technology;
- (h) the Services will be provided in a safe manner and free from any unreasonable or avoidable risk to the health and well-being of persons using, operating or subsequently maintaining the Equipment or using the Premises, or of any other person, and will be free from any unreasonable or avoidable risk of pollution, nuisance, interference or hazard;
- (i) Equipment (or any part thereof):
 - (i) supplied, designed or replaced under the Contract will be new, of merchantable quality and will in all respects be fit for the purpose set out in the Specification or reasonably to be inferred from the Specification; and
 - (ii) if repaired or overhauled, will be to the extent repaired or overhauled, fit for the intended purpose set out in the Specification or reasonably to be inferred therefrom;
- (j) the Contractor has full capacity and authority and all necessary licences, permits, permissions, powers and consents (including but not limited to, where its procedures so require, the consent of its Holding Company) to enter into and to perform the Contract, and that the Contract has been executed by a duly authorised officer of the Contractor;
- (k) the Contractor is not in default in the payment of any due and payable taxes or in the filing, registration or recording of any document or under any legal or statutory obligation or requirement which default might have a material adverse effect on its business, assets or financial condition or its ability to observe or perform its obligations under the Contract;
- (l) the Contractor is aware of the purposes for which the Services and the Equipment are required and acknowledges that the Company is reliant upon the Contractor's expertise and knowledge in the execution of the Services and the supply of the Equipment;
- (m) it has the right to grant to the Company all licences (including without limitation all rights to sub-license) of all and any Intellectual Property Rights contemplated by the Framework Agreement and the Contract;

- (n) the Contractor has put into effect as from the date of this Agreement the insurances detailed in Clause 23 (Indemnity and Insurance) and Part A of Schedule 7, and any additional insurances detailed in Part B of Schedule 7; and

6.3 The Contractor shall ensure that any software, electronic or magnetic media, hardware or computer system used or supplied by the Contractor in connection with the Contract shall:

- (a) be Euro Compliant;
- (b) not have its functionality or performance affected, or be made inoperable or be more difficult to use by reason of any data related input or processing in or on any part of such software, electronic or magnetic media, hardware or computer system; and
- (c) not cause any damage, loss or erosion to or interfere adversely or in any way with the compilation, content or structure of any data, database, software or other electronic or magnetic media, hardware or computer system used by, for or on behalf of the Company or any other member of the TfL Group, on which it is used or with which it interfaces or comes into contact as detailed in the Specification or as is reasonably to be inferred from the Contract.

6.4 The Contractor shall ensure that any variations, enhancements or actions undertaken by the Contractor in respect of such software, electronic or magnetic media, hardware or computer system shall not affect the Contractor's compliance with Clause 6.3.

6.5 Nothing in this Contract shall have any impact on the Contractor's obligations pursuant to the Victoria Line Contract, including without limitation in relation to warranties and remedy of defects, and for the avoidance of doubt there is no deemed certification of the completion or satisfaction of those obligations by virtue of the instruction of the Services under this Contract.

7. DELIVERY, PROPERTY AND RISK

7.1 The Equipment shall be delivered at the Contractor's cost at the place, on the date or dates agreed in the Contract.

7.2 Notwithstanding Clause 7.1, the Contractor shall, if requested by the Company, use reasonable endeavours to expedite delivery of the Equipment and/or completion of the Services in line with the reasonable requirements of the Company.

7.3 Unless otherwise clearly stated in the Specification or (as the case may be) in the Contract (including in any document forming part of a Contract), where the Equipment is delivered by the Contractor, the point of delivery shall be when the Equipment is removed from the transporting vehicle at the Premises. Where the Equipment is collected by the Company, the point of delivery shall be when the Equipment is loaded on the Company's vehicle.

7.4 Except where otherwise provided in the Contract, delivery shall include the unloading at the Contractor's sole risk of the Equipment by the Contractor's staff or the Contractor's suppliers or carriers at such place as the Company or duly authorised person shall reasonably direct.

- 7.5 Where any access to the Company's Premises is necessary in connection with delivery, the Contractor and the Contractor's sub-contractors or suppliers shall at all times comply with the reasonable requirements of the Company's security procedures.
- 7.6 The Company shall allow the Contractor Access to the Underground Network or any part thereof if required to comply with its obligations under the Contract. The Contractor shall comply with any reasonable requirement of the Company in connection with the provision of such access as set out in Schedule 10.
- 7.7 Time of delivery shall be determined in accordance with Clause 7.1.
- 7.8 The Company shall be under no obligation to accept or pay for any Equipment delivered in excess of the quantity ordered. The Company shall notify the Contractor in writing within 7 days of delivery that it does not require the excess quantity and identify the address at which the excess quantity is located, with contact details sufficient to enable the Contractor to collect or arrange the collection and removal thereof. Legal and beneficial title to such excess Equipment shall revert in the Contractor on the date of the Company's notice. If the Contractor fails to collect and remove the excess Equipment by a date not more than 14 days after the date of the Company's notice (i) the Company may proceed to procure the return of such Equipment to the Contractor's address and (ii) charge the costs thereof to the Contractor. The risk of loss of or damage to any excess delivered Equipment shall remain with the Company until such Equipment is collected by or on behalf of the Contractor or delivered by the Company (or its appointed carrier) to the Contractor's address as appropriate.
- 7.9 The Company shall be under no obligation to accept or pay for any Equipment supplied earlier than the date for delivery determined in accordance with Clause 7.1 unless it otherwise agrees to do so.

Property in the Equipment

- 7.10 Legal and beneficial title in the Equipment shall vest in the Company from the earlier of:
- (a) the date they are delivered on to the Premises; or
 - (b) the date the Company makes payment to the Contractor in order to purchase such items.
- 7.11 Without prejudice to Clause 7.8, the risk of loss or damage to the Equipment will remain with the Contractor until the date of delivery (following issue of a Certificate of Conformity) to the Company from the Contractor.
- 7.12 The Contractor will not, and will ensure that neither its sub-contractors nor any other person will have, a lien, charge or encumbrance on or over any of the Equipment which are vested in the Company under Clause 7.10 or 7.11 for any sum due to the Contractor or its sub-contractors or other persons, and the Contractor shall take all reasonable steps as may be necessary to ensure that the title of the Company and the exclusion of any such lien charge or encumbrance are brought to the notice of sub-contractors and other persons dealing with any such Equipment. The Company will not be liable to the Contractor in respect of any loss or damage to the Equipment that vests in the Company under this Clause 7.

8. DAMAGE IN TRANSIT

- 8.1 On dispatch of any consignment of the Equipment, the Contractor shall send to the Company at the address for delivery of the Equipment an advice note specifying the means of transport, the place and date of dispatch and the number of packages.

- 8.2 Where the Equipment fails to be delivered to the Company, the Company shall require the Contractor free of charge, to re-deliver the Equipment in accordance with the timescales specified in the Contract, provided that the Contractor advised the Company in writing of the dispatch of Equipment and the Company has notified the Contractor within fourteen days of the notified date of delivery that the Equipment has not been delivered.
- 8.3 The Company shall inspect the Equipment upon delivery. Where the Equipment is damaged in transit the Company shall give notice to the Contractor in writing not later than 7 days after delivery, specifying the damage and identifying the address at which the damaged Equipment is located, with contact details sufficient to enable the Contractor to collect or arrange the collection and removal of thereof. Without prejudice to the Company's other rights and remedies, the Contractor shall repair or replace the damaged Equipment and deliver the repaired and replaced Equipment in accordance with the timescales specified in the Contract. Subject to the foregoing, the Company may withhold payment for such damaged Equipment until it is delivered by the Contractor following repair or replacement as the case may be.

9. PROGRAMME AND COMPLETION

- 9.1 Where specified in a Contract for Services on or before 14 days from the Start Date of the Contract, the Contractor shall submit to the Contract Manager for his comment the Programme for the execution of the Services showing:
- (a) the sequence and timing of the activities by which the Contractor proposes to carry out the Services;
 - (b) the Access required;
 - (c) either the planned Completion Date or duration;
 - (d) the anticipated numbers of Contractor's Personnel required for the Services when the Contractor is working on the Premises;
 - (e) the times by which the Contractor requires the Company:
 - (i) to furnish any drawings or information;
 - (ii) to provide Access to the Premises; and
 - (iii) to provide any equipment, materials or services which are stated in the Contract to be provided by the Company.
- 9.2 The Contract Manager shall comment on the Programme submitted by the Contractor in accordance with Clause 9.1 above or return it marked no comment within 14 days of its submission by the Contractor. Unless the Contract Manager returns the Programme marked no comment, the Contractor shall revise the Programme taking the comments of the Contract Manager into account and resubmit it for further comment by the Contract Manager in accordance with Clause 9.1 above. If the Contract Manager fails to comment on the Programme or return it within the said 14 days, he shall be deemed to have made no comment on the Programme submitted by the Contractor.
- 9.3 The Programme shall be in such form as may be set out in the Specification or as may reasonably be required by the Contract Manager. Subject always to the Contractor's overriding obligations under this Contract to achieve Completion of the Services on or before the Completion Date and to meet any Milestones stated in

the Contract, the Contractor shall comply with any Programme agreed by the Contract Manager in accordance with this Clause 9.

- 9.4 The Contractor shall not without the Contract Manager's written instruction or by means of a Variation pursuant to Schedule 9 make any material alteration to the Programme.
- 9.5 If the Contract Manager decides that progress under the Contract does not match the Programme, he may instruct the Contractor to revise the Programme. The Contractor shall thereafter revise the Programme at the Contractors' cost, unless such revision is required for reasons for which the Contractor is not responsible, in which case the Contractor shall be reimbursed the costs of producing the revised Programme. The Company shall issue a 'Notice of Proposed Variation to Contract' ("NPVC") and 'Authority for Variation to Contract' ("AVC") to the Contractor in accordance with Schedule 9 in respect of any revision to the Programme.
- 9.6 The Contract Manager shall notify the Contractor if he decides that the rate of progress of the Services is too slow to meet the Completion Date and that this is not due to a circumstance for which the Contractor is entitled to an extension of time.
- 9.7 Following receipt of notice under Clause 9.6, the Contractor shall take such steps as may be necessary and as the Contract Manager may agree to remedy or mitigate the likely delay, including revision of the Programme. The Contractor shall not be entitled to any additional payment for taking such steps.

10. FACTORY ACCEPTANCE TESTS

- 10.1 The Contractor shall at its own expense conduct Factory Acceptance Tests on the Equipment prior to delivery.
- 10.2 If any Equipment fails the Factory Acceptance Tests, the Contractor will, at its own expense, take such action prior to delivery as is necessary to ensure that the Equipment passes the Factory Acceptance Tests. No Equipment will, without the prior written consent of the Company, be delivered to the Premises and/or the Company or certified or indicated by the Contractor as fit for use by the Company until it has passed the Factory Acceptance Tests and unless it has a Certificate of Conformity from the Contractor demonstrating that it has successfully passed any and all relevant Factory Acceptance Tests.
- 10.3 Nothing in this Clause shall prejudice any rights which the Company may have, including rights of rejection.

11. DEFECTS BEFORE COMPLETION

- 11.1 In respect of any part of the Services not yet complete, the Contract Manager may at any time before the Completion Date give written notice to the Contractor that there are Defects in the Services. Such notice shall specify the particulars of the Defects and where the Defects are alleged to exist or to have occurred.
- 11.2 Upon receipt of a notice under Clause 11.1, the Contractor shall with all speed and at its own expense make good the Defects specified. If the Contractor fails to make good the Defects within a reasonable time, such time not exceeding 1 month, the Company may at its option terminate the Contract pursuant to Clause 28.1(f).

12. SITE ACCEPTANCE TESTS

- 12.1 If a Contract for Services is to be completed in Sections, the provisions of this Clause shall apply to each Section as well as to the whole of the Services.

- 12.2 If the Contract provides for Site Acceptance Tests, the Contractor shall give the Contract Manager 7 days notice or such period as may be agreed between the Parties after which he shall be ready to carry out the Site Acceptance Tests. Unless otherwise agreed the Contractor shall carry out the Site Acceptance Tests within 7 days of the date specified in the notice or on any such day or days as the Parties may agree in writing. The Company shall be entitled to witness all Site Acceptance Tests.
- 12.3 The Contractor shall upon completion of the Site Acceptance Tests forthwith forward to the Contract Manager certified copies of the results of the Site Acceptance Tests.
- 12.4 If the Site Acceptance Tests are being unduly delayed by the Contractor, the Contract Manager may by notice require the Contractor to carry them out within 21 days from the receipt of the notice. The Contractor shall make the Site Acceptance Tests on such days within the said 21 days as the Contractor may fix and of which he shall give notice to the Contract Manager. If the Contractor fails to carry out or procure the carrying out of the Site Acceptance Tests within the said time, the Company may proceed to carry out the Site Acceptance Tests itself at the risk and expense of the Contractor, and the cost of carrying out such Site Acceptance Tests shall be recoverable by the Company from the Contractor.
- 12.5 In the event of any failure of the Site Acceptance Tests due to any act, fault, or omission of the Contractor or due to any breach of the Contract by the Contractor, they shall be repeated within a reasonable time upon the same terms and conditions. All direct costs which the Company may incur in the repetition of the Site Acceptance Tests shall be recoverable by the Company from the Contractor, provided such costs are reasonable.

13. FREE ISSUE EQUIPMENT OR MATERIAL

- 13.1 In the event that the Specification states that equipment (including the Maintenance Simulator System) or material is to be made available in connection with the Contract, then the Company will make available or supply to the Contractor such equipment and material upon the terms set out in the Specification.
- 13.2 If the Company makes available equipment and material to the Contractor in accordance with this Clause 13, the Company makes no warranty in relation to the quality and fitness for purpose of the equipment and material.
- 13.3 The Contractor will, at the time of taking possession of such equipment and material, use reasonable endeavours to check that it is in good condition and of a quality suitable for use by the Contractor in supply of the Equipment and/or performance of the Services and will certify any supplier's advice note or notify the Company in writing accordingly and return any such advice note within fourteen days to the Company's supplier of such equipment or material.
- 13.4 The Contractor will ensure that all free issue equipment and material made available by the Company is securely located at the Contractors' premises and is clearly labelled as the property of the Company at all times while used in the supply of the Equipment or performance of the Services.
- 13.5 Any damage or loss whilst the equipment is in the control of the Contractor will be notified to the Contract Manager and, if relevant, the Company's suppliers of such equipment or material and the carriers of the equipment or material. Such notification shall include details of the damage and shall be made within a reasonable time after the damage occurs.

13.6 The Contractor will in any event will be responsible for any damage or loss of the equipment or material occurring whilst such equipment or material is in its possession. In the event that the Contractor fails to exercise reasonable endeavours in accordance with Clause 13.3, it will be responsible for any loss or damage existing at the time of receipt which would have been apparent on a visual check of quantities and condition.

14. COMPLETION AND COMPLETION DATE

14.1 If the Contract provides for the supply of the Equipment or of the Services to be completed in Sections, the Contractor shall complete each Section within such periods as may be set out in the Contract.

14.2 In this Contract, unless stated as the whole of the Equipment or the whole of the Services each reference and clause relevant to the Equipment, Services, Completion and Completion Date applies, as the case may be, to either the whole of the Services or Equipment or any Section thereof.

14.3 Completion of the supply of the Equipment is deemed to occur on the date of delivery or, if later, the date of issue of the Certificate of Conformity by the Contractor to the Company.

14.4 When the Contract Manager is satisfied that the Services have been performed and passed any Site Acceptance Tests, a Completion Certificate shall be issued by the Contract Manager forthwith to the Contractor. Completion of the Services occurs on the date stated in the Completion Certificate.

14.5 The Contractor shall rectify or complete to the reasonable satisfaction of the Contract Manager within the time stated in the Completion Certificate any outstanding items of the Services listed in the Completion Certificate as requiring rectification or as incomplete. If the Contractor fails to do so, the Company may carry out the outstanding work itself or procure that the outstanding work is carried out by a third party and the cost shall be certified by the Contract Manager and recoverable by the Company from the Contractor.

15. CO-OPERATION IN HANDOVER

The Contractor will provide, at the Company's cost provided that such costs are reasonably and properly incurred by the Contractor, such reasonable assistance to the Company and to any third party nominated by the Company as the Contract Manager may require during the Expiration Year and in the three months after the Expiration Date to enable the Company to remove the Maintenance Simulator System from the Contractor's premises. In particular, the Contractor shall, where so required:

- (a) decommission any connections to the Maintenance Simulator System;
- (b) provide free and unencumbered access to the Company and to any third party nominated by the Company to its premises, such access to be agreed between the Contractor and the Contract Manager;
- (c) make available lifting equipment to facilitate the removal of said system.

16. DEFECTS LIABILITY

16.1 Not Used

16.2 If any Defects appear in the Equipment or Services during the Defects Liability Period which are due to materials or workmanship not being in accordance with the Contract, the Contract Manager shall give written

notice to the Contractor who shall at his own expense with all reasonable speed make good by repair or replacement. The Contractor shall be responsible for the collection of any Equipment for the repair or rectification of Defects.

- 16.3 The Contractor will correct any Defects within 30 days of notification of such Defect or such other time as is reasonable.
- 16.4 In relation to a Contract for Services, if the repairs or replacements required under Clause 16.2 are of such a character as may affect the operation of the Underground Network or any part of it, the Company may within one month after such repair or replacement give to the Contractor notice requiring that further Site Acceptance Tests be carried out as provided in Clause 12.
- 16.5 The undertakings and obligations of the Contractor under this Clause 16 and Clause 6.2 are in place of and to the exclusion of all other representations warranties and conditions, whether oral, written, statutory, express or implied as to the fitness for purpose and merchantability of the Equipment and Services. The Contractor's liabilities and the Company's remedies in respect of Defects and any damage to the Equipment resulting whether arising from breach of contract or warranty tort negligence or otherwise are solely and exclusively as stated in this Clause 16 and save in relation to Latent Defects the Contractor shall have no liability of any kind for any such Defects or damage which appear after the expiry of the Defects Liability Period.

17. LABELLING AND PACKAGING

- 17.1 The Equipment shall be packed and marked in a proper manner and in accordance with any written instructions issued by the Company and any statutory requirements and any requirements of the carriers. In particular, the Equipment packaging shall be marked with the contract number (or other reference number if appropriate) and the net, gross and tare weights as applicable, the name of the contents shall be clearly marked on each container and all containers of hazardous Equipment (and all documents relating thereto) shall bear prominent and adequate warnings.
- 17.2 No charges shall be made for any containers, cases or packaging. If the Contractor desires the return of any containers, cases or packaging the advice note shall be clearly marked to that effect and the Company, without incurring any legal liability, shall make such return at the Contractor's expense and risk to such address as may be specified in the advice note.

18. TRAINING AND MEDICAL TESTS

Training of Contractor's Personnel

- 18.1 This clause shall only apply where the Contractor requires Access under a Contract for Services.
- 18.2 The Contractor will train the Contractor's Personnel for all aspects of its performance of the Contract. Such training shall include all safety and other training required by the Contract QUENSH Conditions set out in Schedule 6. Bookings of the Contractor's training requirements shall be made in accordance with Clauses 18.5 and 18.6. Full details of all courses and medicals are detailed in the QUENSH Manual.
- 18.3
- (a) If the Contractor is obliged in accordance with this Clause 18 to pay for a course which is changed at the discretion of the Contractor, then the costs resulting from any such changes shall be borne in full by the Contractor. If the Company is obliged in accordance with this Clause 18 to pay for a course

which is changed at the discretion of the Company, then the costs resulting from any such changes shall be borne in full by the Company.

- (b) If the Company is obliged in accordance with this Clause 18 to pay for a course which is changed at the discretion of the Contractor, then the costs resulting from any such changes shall be borne in full by the Contractor. If the Contractor is obliged in accordance with this Clause 18 to pay for a course which is changed at the discretion of the Company, then the costs resulting from any such changes shall be borne in full by the Company.

18.4 The entire cost of all training courses for Contractor's Personnel shall be borne solely by the Contractor.

18.5 The costs and structure of courses are liable to change at the discretion of the Company, and the Contractor will be informed of any such changes.

18.6 Bookings of the Contractor's training requirements shall be made through the Company's Training Centre or other appropriate department of the Company from time to time advised by the Company.

Medical Tests for Contractor's Personnel

18.7 The Contractor is liable for all the costs of medical tests required for the Contractor's Personnel under the provisions of the Contract. Medical tests are required for Contractor's Personnel as specified in the Contract QUENSH Conditions. The Contractor is required to make its own medical test bookings which shall conform to the requirements as specified in the Contract QUENSH Conditions.

Training by Contractor of the Company's Employees

18.8 If requested, the Contractor shall train any of the Company's employees and any of their contractors or agents as required by the Company in accordance with the Request for Equipment or Services or any training requirements set out in Schedule 3. In consideration of and subject to the Contractor providing this training, the Company will pay the Contractor the costs for training, such costs to be agreed between the parties and payable in accordance with Clause 25 (Price and Terms of Payment) unless the parties agree otherwise.

No Assignment of Untrained Contractor's Personnel

18.9 Without prejudice to the Contractor's other obligations under the Contract, where training of any or all of the Contractor's Personnel is required for the purposes of the performance of the Contract, the Contractor shall not assign any Contractor's Personnel to the performance of the Contract unless and until such Contractor's Personnel have satisfactorily completed all training required under this Clause 18.

No Claims for Incomplete Training

18.10 The Contractor will have no claim against the Company if access to any Premises is denied due to incomplete training of the Contractor's Personnel.

19. CONTRACT MANAGEMENT

19.1 The Company authorises the Contract Manager to act as the Company's representative for all purposes of the Contract. The Contractor is bound by the appointment of the Contract Manager until written notice of revocation is given by the Company.

- 19.2 The Contract Manager may from time to time as he sees fit delegate any of the functions vested in him to an assistant or assistants or agent and may at any time revoke any such delegations. Any such delegation will be in writing signed by the Contract Manager and will state which function is thereby delegated and the person or persons to whom the same is delegated. The terms of such written delegated authority will be conclusive and the Contractor will have no claim if it relies on or takes instructions or directions from any person in the absence of such written delegated authority or disregarding any written revocation (as the case may be).
- 19.3 No act of, or omission by, or approval from either the Company or the Contract Manager in performing any of their respective duties under or in connection with the Contract will in any way operate to relieve the Contractor of any of its duties, responsibilities, obligations or liabilities under the Contract.
- 19.4 The Contractor will comply with the requirements as to contract management set out in Schedule 5A. The Contractor's obligations under Schedules 5A and 5B are in addition to and will not limit its obligations under the other provisions of the Contract.
- 19.5 The Company shall allow the Contractor access to the Underground Network or any part thereof free of all charges if required to comply with its obligations under the Contract. The Parties shall comply with the requirements set out in Schedule 10.

20. SAFETY RULES AND COMPLIANCE WITH LAWS

- 20.1 Whilst present on the Premises, the Contractor will ensure that the Contractor's Personnel observe at all times all rules and safety requirements applicable to the Premises which are notified to the Contractor, and comply with any instructions given by the Contract Manager in each case in writing in relation to supply of the Equipment or performance of the Services.
- 20.2 The Contractor will ensure that the Equipment and the performance of the Services comply with all the requirements of any Act of Parliament, statutory instrument or order or any other regulation having the force of law or bye-law and all regulatory requirements relevant to the Contractor's business and/or the Company's business from time to time in force which are or may become applicable to the Equipment or the Services. The Contractor shall promptly notify the Company if the Contractor is required to make any change to the Equipment or the Services for the purposes of complying with its obligations under this Clause 20.2. If any Act of Parliament, statutory instrument or order or any other regulation (including any amendments, supplements to or changes of interpretation in existing legislation or regulations) comes into force after the date of the Framework Agreement which increases or reduces the cost to the Contractor of the supply of Equipment or the performance of Services as the case may be, the Price and any Programme shall be adjusted accordingly with such adjustments to be agreed between the Parties acting reasonably and in good faith.
- 20.3 In addition to the general requirements of Clauses 20.1 and 20.2, the Contractor will comply and will ensure the compliance of its Sub-Contractors with all health and safety law applicable to the Equipment or Services or to the Contractor in supplying the Equipment or performing the Services and with the provisions of the Contract QUENSH Conditions as set out in Schedule 6 and as amended from time to time and will enable and assist the Company to comply with all relevant health and safety law applicable to the Company.
- 20.4 The Contractor acknowledges the Company's statutory and contractual duty to provide a safe and efficient public passenger transport service and will at all times during the Contract have regard to those duties and the Contractor will not in the performance of the Contract in any manner endanger the safety of or interfere with the convenience or operation of the Underground Network or the public and will minimise any disruption to the same so far as is reasonable within the scope of the Contract.

20.5 The Contractor:

- (a) shall promptly notify the Contractor's Personnel and the Contract Manager of any health and safety hazards which it is or ought reasonably to be aware of in connection with the supply, testing or installation of the Equipment and/or in connection with the performance of the Services;
- (b) undertakes to procure that all the Contractor's Personnel comply with all of the Company's policies and standards that are relevant to the supply of the Equipment or the performance of the Services, and those relating to safety, security, business ethics, drugs and alcohol and any other on site regulations specified by the Company for all Contractor's Personnel working at the Premises or accessing the Company's computer systems. The Company shall (but without prejudice to the foregoing undertakings) provide the Contractor with copies of such policies, standards and regulations on request.

20.6 The Company reserves the right to refuse to admit to any Premises and/or the Underground Network any of the Contractor's Personnel who fail to comply with any of the requirements, policies, standards and/or regulations referred to in this Clause 20.

21. EARLY WARNING

21.1 The Contractor shall give an early warning to the Contract Manager as soon as it becomes aware of any matter which could:

- (a) increase the total of the Price,
- (b) delay delivery of the Supply and/or result in a missed delivery date,
- (c) constitute a Defect,
- (d) adversely affect the Company,
- (e) result in a breach of the Contract or any subcontract,
- (f) lead to the Contractor terminating or suspending any subcontract, or
- (g) cause a breach of any applicable law or statutory requirement.

21.2 The Parties agree to co-operate in:

- (a) making and considering proposals for how the effect of the risks can be avoided or reduced,
- (b) seeking solutions that will bring advantage to all those who will be affected,
- (c) deciding on the action which will be taken and who, in accordance with the Contract, will take them, and
- (d) deciding which risks have now been avoided or have passed.

22. SPECIALIST TOOLING

- 22.1 Title and property in any Specialist Tooling supplied to the Company under the contract shall be vested in the Company. Unless otherwise agreed, the Contractor shall not use any such Specialist Tooling otherwise than in connection with the supply of Equipment under the contract to the Company.
- 22.2 Where such Specialist Tooling is located at the premises of the Contractor, the Contractor shall maintain insurance against accidental loss of damage to such Specialist Tooling.
- 22.3 The Contractor shall maintain such Specialist Tooling in good condition and fit for use, provided always that all costs incurred by the Contractor in connection with maintenance work relating to such Specialist Tooling shall be the responsibility of the Company and shall be reimbursed to the Contractor.
- 22.4 Where such Specialist Tooling is not required by the Contractor for use in connection with contracts for the supply of Equipment and/or Services to the Company, the Contractor shall deliver the Specialist Tooling to the Company. Upon delivery the Company shall assume responsibility for all risks of loss of or damage to the Specialist Tooling.

23. INDEMNITY AND INSURANCE

- 23.1 Subject to Clauses 23.2, 23.11 and 23.12, the Contractor will be responsible for and will indemnify the Company, its employees and agents against any expense, liability, loss, claim or proceedings whatsoever ("losses") in respect of death or injury to any person, loss of or damage to property (including property belonging to the Company or for which it is responsible) which arises out of or in the course of or by reason of the Contractor's performance, non-performance or part-performance of the Contract, to the extent such losses are due to any act, negligence, breach of contract, breach of statutory duty, omission or default of the Contractor, its employees or agents and/or the presence of the Contractor, its employees and/or agents on any Premises.
- 23.2 The Contractor will not be responsible for and will not indemnify the Company for:-
- (a) losses to the extent such losses are caused by the negligence of the Company, its employees or agents;
 - (b) any loss of profit, indirect or consequential loss; and
 - (c) any loss of use, downtime costs, disruption to operations or increase in operating costs or any form of financial or economic loss provided that this sub-clause 23.2(c) shall not apply where such losses are recoverable under any policy of insurance which the Contractor is required to maintain under the Contract.
- 23.3 Without prejudice to its liability to indemnify the Company under Clause 23.1 or any other provision of the Contract, the Contractor will arrange and maintain throughout the duration of the Contract (unless otherwise stated):-

- (a) employer's liability insurance in respect of the Contractor's liability for any person in the Contractor's employment in the sum of not less than £10 million per incident or such other minimum level as may from time to time be required by law;
- (b) public and product liability insurance in respect of the Contractor's liability in the sum of £5 million per occurrence and in the aggregate;
- (c) professional indemnity insurance in the sum of £2 million in the aggregate per annum for the duration of the Contract and for six (6) years after expiry or termination of the Contract;
- (d) insurance of all materials acquired by or delivered to the Contractor for the purposes of performing its obligations under the Contract (whether or not the property of the Contractor or of the Company) against loss, destruction and damage for their full re-instatement value until such time as such materials and the Equipment is delivered and the Services are completed; and
- (e) transit insurance to cover all materials supplied by the Contractor until receipt at the Premises and transit insurance of the Company supplied materials transported between the Premises and off-site fabrication areas and vice versa and whilst at the said off-site fabrication areas,

and the insurances referred to in this Clause 23.3 and any other insurances which the Contractor is obliged to take out under the provisions of the Contract are for the purposes of this Clause 23 called "**the Insurances**".

23.4 Without prejudice to Clause 23.3, the Contractor will ensure that the insurances cover the Contractor's legal liability that may arise out of or in the course of or by reason of the Contractor's performance, non-performance or part-performance of the Contract. With the exception of Professional Indemnity Insurance and transit insurance required to be taken out and maintained under Clauses 23.3(c) and 23.3(e) respectively, the Contractor will ensure that these Insurances extend to indemnify the Company as principal.

23.5 Without prejudice to Clause 23.3, the Contractor shall procure that it and its sub-contractors of any tier maintain all insurances required by law.

23.6 The Contractor shall:

- (a) provide evidence satisfactory to the Company including if required producing an up-to-date insurance certificate for inspection, prior to the signature of the Contract and at least five Business Days prior to each anniversary of such signature that the Insurances have been effected and are in force. Where any Insurance is due for renewal during the duration of the Contract the Contractor shall within five Business Days of the date of renewal also provide the Company with satisfactory evidence that such Insurance has been renewed;
- (b) if required by the Company, procure that prior to cancelling or changing any term of any Insurances so that they cease to be compliant with these conditions, the Contractor will give the Company not less than thirty days' notice of intention to cancel or make such change;
- (c) not take or fail to take any action or (insofar as it is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances;

- (d) notify the Company as soon as reasonably practicable in writing of any anticipated or actual event or circumstance which may lead or has led to any Insurance lapsing or being terminated or the cover under it being reduced or modified;
- (e) notify the Company as soon as reasonably practicable in writing upon becoming aware of any claim, event or circumstance which is likely to give rise to any claim or claims in aggregate in respect of the Equipment or the Services in excess of £20,000 on any of the Insurances and, if requested by the Company and where not otherwise subject to an obligation of confidentiality, provide full details of such claim, event or circumstance (and such other relevant information as the Company may reasonably require) within 10 Business Days of the Company's request;
- (f) subject to Clause 23.9(b), promptly and diligently deal with all claims under the Insurances (or any of them) relating to the Equipment or the Services and in accordance with all insurer requirements and recommendations; and
- (g) in relation to any claim settled under the Insurances in respect of the Equipment or the Services, and to the extent that the proceeds of such claim are payable to the Contractor, pay the proceeds to the person who suffered the loss or damage that gave rise to the claim (whether the Company or any third party).

23.7 If the Contractor is in breach of Clause 23.3, then without prejudice to any of its other rights, powers or remedies, the Company may pay any premiums required to keep any of the Insurances in force or itself procure such Insurances. In either case, the Company may recover such premiums from the Contractor, together with all expenses incurred in procuring such Insurances as a debt. Further, should the Company be required to extend the period of its insurance coverage due to the negligence or other default of the Contractor, the Contractor shall pay to the Company the costs of the said extended insurance.

23.8 The Contractor will comply with the terms and conditions of the Insurances and all reasonable requirements of the insurers, including without limitation, in connection with the prosecution and settlement of claims, the recovery of losses and the prevention of accidents. The Contractor will bear the cost of all exclusions and limitations under the Insurances.

23.9 In relation to all the Insurances except that required under Clause 23.3(a):-

- (a) the Contractor will not compromise, settle or waive any claim which the Contractor may have under the insurances without the prior written consent of the Company, and
- (b) the Contractor agrees that the Company will have the right to control and to supervise all dealings with the media in relation to any incident, event, claim or action.

23.10 Subject to Clause 23.11, the Contractor's liability under the Contract will not be restricted, limited or altered by any stipulation or arrangement in the Contract with regard to insurance or by any approval of insurance policies and all losses and/or damages for which Contractor is liable and which are not recoverable under the Insurances will be for the Contractor's account.

23.11 Subject to Clauses 23.12 and 23.13, the maximum aggregate liability of the Contractor under the Contract shall in no event exceed an amount equal to [REDACTED] of the Price paid by the Company to the Contractor under the Contract, provided that if and to the extent that any liability of the Contractor is covered by the Insurances, the Contractor's maximum aggregate liability arising under or in connection with the Contract shall in no

event exceed a sum equal to 20% of the Price or the amount recoverable under the Insurances, whichever is the greater.

23.12 The liabilities of the Contractor under clause 18 (Intellectual Property) of the Framework Agreement shall not be affected by, or count towards, the cap on liability under Clause 23.11.

23.13 Subject to Clause 23.12, the limitations and exclusions of liability in this Clause 23 shall apply to all claims of any kind whether as a result of breach of contract, breach of statute or warranty, tort, negligence or otherwise on the part of the Contractor, its employees, agents, representatives, sub-contractors or suppliers. Nothing herein shall limit the liability of either Party (nor of their employees, agents, representatives, sub-contractors or suppliers), for death or personal injury caused by the negligence of that Party, its employees, agents, representatives, sub-contractors or suppliers.

24. VARIATIONS TO REQUIREMENTS

24.1 At any time during the term of the Contract the Company may require, or the Contractor may recommend, Variations to the Equipment or the Services or any other matters covered by the Contract. Save as provided in Clause 24.1, all Variations will be dealt with in accordance with the procedure set out in Schedule 9 and otherwise shall not be binding on the Parties.

24.2 The Parties will comply with the procedures set out in Schedule 3E and 3F for changes to the Software.

25. PRICE AND TERMS OF PAYMENT

25.1 In consideration of and subject to the due and proper performance by the Contractor of its obligations under the Contract the Company will pay the Contractor the Price in accordance with the procedures for payment contained in Schedule 4A.

25.2 Subject to Clause 25.3, unless otherwise expressly provided, the Price is inclusive of all costs and expenses and all ancillary and other works and expenditure, whether separately or specifically mentioned or described in the Contract or not, which are either necessary to supply the Equipment or the Services or which may contingently become necessary to overcome difficulties in supplying the same.

25.3 If the cost to the Contractor of performing the Contract is increased as a result of any Variation, delay or breach of the Contract by the Company or its employees, subcontractors or representatives, then the Price shall be adjusted accordingly. Provided that the Contractor shall not, by virtue of this Clause 25.3 be entitled to any increased costs caused by its own negligence, default, breach of contract or breach of statutory duty.

25.4 The Price payable under the Contract is, unless otherwise stated, exclusive of VAT and VAT where applicable must be shown as a separate charge.

25.5 For the avoidance of doubt, where the Contractor sub-contracts any part of its obligations under the Contract to a third party, the Contractor is responsible for payments to that third party.

25.6 Payment will be made within 30 days of receipt by the Company of an Invoice from the Contractor which meets all of the requirements contained in Schedule 4A.

25.7 If the Company fails to pay any undisputed sum due to the Contractor under the Contract within the period of thirty days referred to in Clause 25.6 above, then the Contractor will be entitled to interest on any outstanding sum at the simple interest rate of 5% per annum above the base rate as set by the Bank of England as may be

amended from time to time, from the final date for payment under Clause 25.6 above until the actual date of payment. Further, if any payment is not made in full by the final date for payment referred to in Clause 25.6 above and no effective notice of withholding payment is issued to the Contractor, the Contractor may suspend its performance of the Services provided that the Contractor shall not exercise its right to suspend performance of the Services unless it has given not less than 7 (seven) days notice in writing to the Contract Manager before the date on which it intends to suspend stating:

- (a) his intention to suspend performance of this Contract, and
- (b) the grounds for suspending the performance of this Contract.

25.8 No payment made by the Company will indicate or be taken to indicate the Company's acceptance or approval of any part of the Equipment or the Services or any act or omission of the Contractor, nor will absolve the Contractor from any obligation or liability imposed upon the Contractor by any provision of the Contract or otherwise.

25.9 Any payments made by the Company hereunder, including final payment under the Contract, will not prevent the Company from recovering any amount overpaid or wrongfully paid however such payments may have arisen including but not limited to those paid to the Contractor by mistake of law or of fact. The Company will be entitled to withhold from paying to the Contractor in respect of any sums due or which may become due to the Contractor from the Company, any amount that, on the basis of the Company's bona fide estimate, the Company considers is due to it from the Contractor, provided that the Company shall notify the Contractor not less than one (1) day before the final date for payment of its intention to withhold and the grounds for withholding. Such estimates will be binding on the Contractor unless and until varied by agreement between the Parties or any award, order or judgement. If the reason for which the amount is withheld is, in the Contract Manager's opinion, satisfactorily resolved, the withheld sum shall become payable in the next Accounting Period.

26. FORCE MAJEURE AND EXTENSIONS OF TIME

26.1 In the Contract, "Force Majeure Event" means any of the following: -

- (a) War or civil war (whether declared or undeclared)
- (b) Civil unrest
- (c) Any act of terrorism
- (d) Lightning, earthquake or extraordinary storm, or
- (e) Fire or flooding (unless caused by the Affected Party or any other person for whom the Affected Party is responsible)
- (f) Theft, malicious damage, strike, lock-out or industrial action of any kind (in each case other than in connection with the Contractor's own workforce).
- (g) Power failure or breakdown of plant or machinery.

if and only to the extent that the Party claiming relief (the "**Affected Party**") can provide evidence to the satisfaction of the Contract Manager that such event is not caused by, and its effects are beyond the reasonable

control of, the Affected Party and is not an event whose effect the Affected Party is otherwise required to avoid or provide against under the Contract or which the Affected Party could reasonably have avoided or provided against.

- 26.2 If, but only for as long as, a Force Majeure Event prevents the Affected Party from complying with any of its obligations under the Contract and provided the Affected Party complies with the duty to notify and to mitigate contained in Clauses 26.4 and 26.5 in all respects, the Affected Party will be excused performance of those obligations, but this Clause 26.2 will be without prejudice to any liability the Affected Party may have under the Contract if and to the extent that such liability is required by the Contract to be covered by insurance.
- 26.3 If on the expiry of Three months after the occurrence of a Force Majeure Event where either party is the Affected Party, the Force Majeure Event is continuing and continues to have a material adverse effect on the Affected Party's performance of its obligations under the relevant Contract, then for as long as such Force Majeure Event continues and has that effect, either party may terminate the Contract in its entirety by notice.
- 26.4 The Affected Party will inform the other Party in writing as soon as practicable of the occurrence of a Force Majeure Event giving full details of its expected effect and duration. If the Force Majeure Event continues for more than 7 days the Affected Party will notify the other Party regularly and not less than once every 7 days of the steps it is taking pursuant to Clause 26.5.
- 26.5 The Affected Party will use its reasonable endeavours to resume performance of its obligations as soon as practicable and in the meantime to mitigate the effects of any Force Majeure Event and will keep the other Party fully informed about the steps taken and proposed to be taken to achieve this.
- 26.6 If delay is caused or either Party can reasonably foresee delay occurring by reason of
- (a) any act default or neglect of the Company under the Contract; or
 - (b) any Variation of the Contract under Clause 24; or
 - (c) a suspension under Clause 27, unless the suspension was necessary by reason of default by the Contractor; or
 - (d) any suspension under Clause 25.7,

then the Contractor shall give notice to the Contract Manager of the delay and any claim for any extension of time for delivery of the Equipment and/or for completion of the Services and any reasonable costs associated therewith within seven days after the cause of any delay has arisen, and the dates for delivery of the Equipment and/or Completion of the Services (or any stage thereof) shall be extended by such periods as are reasonable in all the circumstances (either prospectively or retrospectively);

- 26.7 The Contractor's entitlement under Clause 26.6 shall be subject to the Contractor giving written notice to the Company of the actual or foreseen delay and the Contractor using reasonable endeavours to overcome avoid or minimise the effects of any occurrence causing delay. The Contractor's entitlement to an extension of time under Clause 26.6 will be reduced proportionately to the extent that any default (including without limitation any neglect) on the part of the Contractor or the Contractor's Personnel may have contributed to the delay.

27. SUSPENSION

- 27.1 Without prejudice to its rights under Clause 28 (Termination), the Company will have the right to suspend the Contract as a whole or in respect of any part of the Equipment or Services on giving no less than one month's prior notice (except in an emergency when the Company will give as much notice as is possible in the circumstances) for any purpose connected with the safety or operation of the Underground Network.
- 27.2 The Contractor will resume the supply of the Equipment and the Services or any part which may have been suspended under Clause 27.1 within a reasonable time and in any event within 7 days from receipt of a written request from the Company to so resume.
- 27.3 On suspension of the supply of the Equipment or the Services (or any part) the Company will pay to the Contractor any charges due to the Contractor in relation to Equipment supplied or to Services or the relevant part performed up to the date of suspension calculated so far as possible in accordance with Schedule 4A.
- 27.4 The Contractor will comply with all reasonable instructions which the Company may give during any period of suspension and the Company will reimburse the Contractor's reasonable costs and expenses reasonably incurred in complying with such instructions.
- 27.5 In the event the period of suspension exceeds 90 days, the Contractor may request the Company issue a notice to resume. If the Company fails to issue the notice to resume the supply of Equipment and Services effective no later than 5 days from the Contractor's request, the Contractor may terminate the Contract in accordance with Clause 28.3 (Termination).

28. TERMINATION

- 28.1 The Company will be entitled to terminate the Contract forthwith or on such period of notice as the Company in its discretion considers appropriate by giving written notice to the Contractor if:-
- (a) an encumbrancer takes possession of or a receiver is appointed over, any of the property or assets of the Contractor, or
 - (b) the Contractor makes any voluntary arrangements with its creditors or an administrator is appointed in respect of the Contractor; or
 - (c) (being a company) the Contractor goes into liquidation (except for the purposes of an amalgamation, reconstruction or other re-organisation and in such manner as the company or companies resulting therefrom effectively agrees to be bound by or to assume the obligations imposed on the Contractor and is capable of fulfilling those obligations provided the prior written consent of the Company has been obtained), or
 - (d) (being an individual or firm) the Contractor becomes bankrupt, or
 - (e) the Contractor ceases or threatens to cease to carry on business, or
 - (f) the Contractor commits any continuing or material breach of any provision of the Contract and in the case of such a breach which is capable of remedy fails to remedy the same within 21 days for material breach and 28 days for continuing breach after receipt of a written notice referencing this Clause 28 giving full particulars of the breach and requiring it to be remedied; or

- (g) the Company is entitled to terminate the Contract under Clause 15.5 of the Framework Agreement, Clause 16.2 of the Framework Agreement or Clause 17.6 of the Framework Agreement; or
- (h) the Framework Company terminates the Framework Agreement as a result of one of the circumstances listed in Clause 7.4 of the Framework Agreement.

28.2 Without prejudice to the Company's rights under Clause 28.1 or to terminate the Contract at common law and unless the Parties otherwise agree in writing, the Company may at any time terminate the Contract by giving 28 (twenty eight) days' notice in writing to the Contractor.

28.3 The Contractor may terminate the Contract forthwith or on such period of notice as the Contractor may consider appropriate if the Company commits any continuing or material breach of any provision of the Contract and in the case of a breach capable of remedy fails to remedy the same within 7 days for material breach and 28 days for continuing breach after receipt of a written notice addressed to the Contract Manager giving full particulars of the breach and requiring it to be remedied. For the purposes of this Clause 28.3, a failure by the Company to issue a notice to resume referred to in Clause 27.5 shall be a material breach.

29. CONSEQUENCES OF TERMINATION

29.1 On expiry or on any termination of the Contract (save pursuant to Clause 28.3), the Contractor will take immediate steps to bring to an end the supply of the Equipment and Services in an orderly manner but with all reasonable speed and economy, and will deliver to the Company all Documentation (whether complete or incomplete) required under the Contract, including without limitation the documents and other materials that the Contractor is obliged to deliver to the Framework Company under Clause 20.7 of the Framework Agreement. The Contractor hereby relinquishes any lien on the Documentation and such other documents and materials to which it may otherwise be entitled.

29.2 On termination of the Contract the Company will (subject to Clauses 29.3, 29.5 and 32) pay to the Contractor any part of the Price remaining due to the Contractor in relation to Equipment supplied or Services performed by the Contractor up to the date of termination, calculated so far as possible in accordance with Schedule 4A.

29.3 In the event of termination under Clause 28.1, subject to Clauses 23.2 and 23.11, the Contractor will be liable in respect of all direct costs arising out of such termination including without limitation any additional costs in respect of supply of the Equipment or completion of the Services by a third party. The Company will not be liable to the Contractor for any loss of profit, loss of contract or any other losses and/or expenses of whatsoever nature arising out of or in connection with such termination.

29.4 In the event the Contract is terminated pursuant to Clauses 28.2 or 28.3, the Company will be liable, in addition to the provisions of Clause 29.2, to compensate the Contractor for all costs for all work and all costs to which the Company is legally committed to pay but not otherwise reimbursed, up to the point of termination, all demobilisation costs and expenses together with compensation for the loss of profit on the unperformed part of the Contract at 20% of the Price relating to the unperformed part of the Contract. For the purposes of this clause, demobilisation costs are costs in respect of the following:

- (a) completion of any "in progress" software or documentation updates (or agreed roll back);
- (b) updating of files submitted to source control system;

- (c) updating of files submitted to source control system;
- (d) finalisation of change request database and all configuration records;
- (e) production and test of final customer mod-pack if required including any post installation support required therefor;
- (f) submission of all outstanding items to escrow if applicable;
- (g) provision of final responses to all outstanding high priority technical questions requested by the Company.

29.5 Any termination of the Contract shall be without prejudice to rights and remedies of either Party which accrued prior to termination.

30. TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS

30.1 The Contractor will comply and will procure that its sub-contractors comply with any obligations which may arise out of a transfer to the Company or another contractor under the Transfer Regulations upon the Expiration Date or earlier termination of the Contract.

30.2 At any time during the Expiration Year or during any period of notice terminating the Contract or at any time after the Expiration Date or termination of the Contract, the Company may require the Contractor to provide, within a specified period of being requested, to the Company (or to any other contractor or contractors nominated by the Company) such information as is reasonably required by the Company or such other contractors relevant to the potential liabilities of the Company or any new contractor arising under the Transfer Regulations including but not limited to information on the following:-

- (a) The names of employees (of the Contractor or its sub-contractors) providing the Services, their salaries and other conditions of employment, ages and length of service;
- (b) The method of organisation of the employees (of the Contractor or its sub-contractors) providing the Services and documentary evidence relating to such organisation;
- (c) The proposals for consultation with affected employees;
- (d) Details of collective agreements and union recognition agreements; and
- (e) Any other employee liability information within the meaning of the Transfer Regulations,

and will in addition provide copies to the Company upon request of any communication with any potential or intended new contractor or the Contractor's employees or their representatives relating to the effect on such employees of the expiry or termination of the Contract.

30.3 The Contractor will provide the Company upon request with the name and address of a person within its organisation to whom all queries and requests for information under this Clause 30 may be addressed. The Contractor will if required by the Company warrant that any information provided under Clause 30.2 is accurate, complete and not misleading, including any information supplied in relation to its sub-contractors.

- 30.4 The Contractor will not and will procure that its sub-contractors will not in the 10 months prior to the Expiration Date or termination of the Contract (or, where notice of termination is given of less than 10 months, during any such period of notice):-
- (a) re-organise or substantially alter the number or method of organisation or identity of the employees providing the Services, except to the extent that any such change is the result of a bona fide business re-organisation of the Contractor or the relevant sub-contractor which is not related or confined to the employees providing the Services or the expected Expiration Date or termination of the Contract; or
 - (b) make any increase to the salaries or any significant change to the terms and conditions of employment of the employees providing the Services, except where such increases or changes would have arisen in the ordinary course of the Contractor's or the relevant sub-contractor's business and are not related to the Expiration Date or termination of the Contract (either because they are applied to all of the Contractor's or the relevant sub-contractor's employees, whether or not providing the Services or otherwise) or are the result of a bona fide business re-organisation of the Contractor or the relevant sub-contractor which is not related or confined to the employees providing the Services or relates to the Expiration Date or termination of the Contract.
- 30.5 The Contractor shall indemnify the Company against all Relevant Claims and Liabilities arising from or incurred by reason of any act or omission of the Contractor, its servants or agents in connection with or arising from or incurred by reason of the employment of the Transferring Employees, including but not limited to any claim against the Company or any other person for damages for breach of contract, or for compensation for unfair or wrongful dismissal or redundancy, or failure to provide comparable pension rates, or failure to provide information, or failure to inform or consult Transferring Employees, or in respect of death or personal injury, breach of statutory duty or any other claim in tort by a Transferring Employee, or by a person who would be a Transferring Employee but for any act or omission (including dismissal or constructive dismissal) of the Contractor, arising from the operation (or alleged operation) of the Transfer Regulations in relation to the services to be provided under or the subject matter of this Contract.
- 30.6 The Contractor shall indemnify the Company and all Replacement Contractors against all Relevant Claims and Liabilities arising from or related to:
- (a) any claim by a Subsequent Relevant Employee in respect of any default, failure or omission (or alleged default, failure or omission) by any person whatsoever concerning or arising from employment before a Subsequent Transfer Date in respect of which the Company or the Replacement Contractor incurs liability cost or expense by reason of the operation (or alleged operation) of the Transfer Regulations; and
 - (b) any claim by any former or existing employee of the Contractor (other than a Subsequent Relevant Employee) who is dismissed or whose terms and conditions are changed in respect of which the Company or a Replacement Contractor incurs liability cost or expense by reason of the operation (or alleged operation) of the Transfer Regulations.

In this Sub-Clause 30.6, “**Relevant Claims and Liabilities**” include those incurred by the Company by reason of any contract term between the Company and a Replacement Contractor provided always that in relation to Relevant Claims and Liabilities which the Company may incur to a Replacement Contractor, the Contractor shall not be required to indemnify the Company or the Replacement Contractor for more than or with a greater

scope than it would if such Relevant Claims and Liabilities were made against or incurred by the Company in providing an indemnity under this paragraph.

30.7 The provisions of this Clause 30 are without prejudice to the Transfer Regulations. For the avoidance of doubt, any remedies available to the Company for any breach by the Contractor of any provision of this Clause 30 shall be in addition to and not in substitution for any remedies available to the Company under any provision of the Transfer Regulations.

30.8 In this Clause 30, the following expressions shall have the following meanings:

“Current Service Provider” means any person, company or other legal entity which on or before the Start Date was the employer of any of the Transferring Employees, and which (for the avoidance of doubt) may include the Company;

“Replacement Contractor” means any person (including the Company) to whom a Subsequent Relevant Employee may or does transfer under the Transfer Regulations on termination of this Contract (or part of it);

“Relevant Claims and Liabilities” means all liabilities, obligations, proceedings, court or tribunal orders, losses, fines and penalties, damages, expenses, costs (including reasonable legal costs and disbursements) actions, claims and demands;

“Subsequent Transfer Date” means the time and date on which a Subsequent Relevant Employee transfers to a Replacement Contractor by virtue of the Transfer Regulations;

“Subsequent Relevant Employee” means a person employed or engaged by the Contractor from time to time in respect of any of the Services who would transfer to a Replacement Contractor by virtue of the Transfer Regulations on termination of this Contract (or part of it);

“Transfer Regulations” means all or any of the following:

- (a) the Transfer of Undertakings (Protection of Employment) Regulations 1981 and 2006;
- (b) the Transfer of Employment (Pension Protection) Regulations 2005;
- (c) any other or further regulations, order or statutory instrument which apply or are capable of applying to a person to whom section 257 of the Pensions Act 2004 applies,

as amended, replaced or extended from time to time and including any regulations or other legislation which (either with or without modification) re-enacts, adopts, consolidates or enacts in rewritten form any such regulations; and

“Transferring Employees” means those employees of or those engaged by the Current Service Provider who transfer or have the right to transfer to the Contractor under the Transfer Regulations.

31. SURVIVAL

The provisions of Clauses 6, 7, 23, 29, 31, 32, 35, 36, 37 and 40, and of Clauses **6.3**, 13, 15, 18, 19, 20, 21, 23, 25 and 36 of the Framework Agreement will survive the termination or expiry of the Contract and the Expiration Date of any Contract and continue in full force and effect, along with any other Clauses or Schedules of the Contract necessary to give effect to them. In addition, any other provision of the Contract which by its nature or implication

(including in respect of any accrued rights and liabilities) is required to survive the termination or expiry of the Contract or the Expiration Date of any Contract will survive such termination, expiry or Expiration Date as aforesaid.

32. SET OFF

All damages, costs, charges, expenses, debts, sums or other amounts lawfully owed to the Company may be deducted by the Company from monies due or which may become due to the Contractor under the Contract provided that at least seven (7) days prior to the due date for payment of such monies the Company has notified the Contractor in writing specifying the reason for such deduction and the method of calculation of the amount of such deduction.

33. NON WAIVER OF RIGHTS

The failure or delay by the Company at any time to insist upon strict performance of any of the provisions of the Contract, or delay in or failure to exercise any rights or remedies herein, or properly to notify the Contractor in the event of breach, or the payment for any Equipment or Services hereunder will not be deemed to be a waiver of any right of the Company to insist upon strict performance hereof or of any rights or remedies, nor will any termination of the Contract by the Company operate as a waiver of any of its terms.

34. ASSIGNMENT AND SUB-CONTRACTING

- 34.1 The Contractor will not assign or otherwise dispose of the Contract or any or all of its rights or obligations under the Contract without the prior written consent of the Company, such consent not to be unreasonably withheld or delayed.
- 34.2 No sub-contracting will relieve the Contractor from any liability or obligations under the Contract, including the responsibility for ensuring that the Equipment and Services are in accordance with the relevant Contract.
- 34.3 Subject to the applicable legislation, the Company may assign the benefit of this Contract to another member of the TfL Group at any time without the consent of the Contractor provided it has given prior notice of the assignment to the Contractor.

35. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Any person who is not a party to the Contract shall not have any benefit from or any rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999; provided that (i) nothing shall prevent the Company from enforcing any rights granted for its benefit under the Contract and (ii) the Replacement Contractors from enforcing the rights given to them under Clause 30.6.

36. LANGUAGE

English will be the language of the contract and all documentation or information required or produced in the course or in connection with the Contractor's performance will be in English.

37. NOTICES

- 37.1 Any notices or other documents to be given under the Contract will be in writing and will be deemed to have been duly given if delivered by hand or by prepaid first class post, by facsimile, e-mail or by any other recognised and accepted electronic means accepted by the Parties to the address set out in Schedule 5A for such Party or such other address as one Party may from time to time designate by written notice to the other.

37.2 In the event of any postal or other strike or industrial action affecting postal communications in the United Kingdom, notices will be given personally, by facsimile or e-mail.

37.3 Any such notices or other documents will be deemed to have been received by the addressee two Business Days following the date of despatch if the notice or other document is sent by prepaid first class post, or on the next Business Day after delivery if sent by hand, by facsimile, e-mail or by other recognised and accepted electronic means.

38. ENTIRE AGREEMENT

38.1 The Contract constitutes the whole and only contract between the Parties relating to the subject matter thereof to the exclusion of any other terms and conditions (including terms and conditions contained in any other document or previous contract relating to the Equipment or Services) and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, relating thereto.

38.2 Each Party acknowledges that in entering into the Contract it is not relying upon any representation, warranty, promise or assurance made or given by any other party or any other person, whether or not in writing, at any time prior to the execution of the Contract that is not expressly set out herein.

38.3 Nothing in Clauses 38.1 and 38.2 or otherwise in the Contract will exclude any liability for fraudulent misrepresentation.

39. COOPERATION AND FURTHER ASSURANCE

39.1 In respect of all aspects of the performance of the Contract the Parties shall cooperate with one another and act reasonably and in good faith in and about the performance of their respective obligations and the exercise of their respective rights under the Contract.

39.2 At any time after the date hereof each of the Parties shall, with all due diligence and expedition at the request and cost of the requesting Party, execute or procure the execution of such documents, do or procure the doing of such acts and things and provide such assistance and information as the Party so requiring may reasonably require for the purpose of giving to the Party so requiring the full benefit of all the provisions of the Contract.

40. SEVERABILITY

If any provision of the Contract becomes or is declared illegal, invalid or unenforceable, in whole or in part, for any reason whatsoever by any competent tribunal or authority, such provision or part thereof will be divisible from the Contract and will be deemed to be deleted from the same in so far as the continued operation of the Contract is concerned provided always that if such deletion substantially affects or alters the commercial basis of the Contract, the Parties will negotiate in good faith to amend and modify the provisions and terms of the Contract as may be necessary or desirable in the circumstances.

41. NOVATION OR TRANSFER

Subject to the proposed transferee having reasonably sufficient financial resources (taking into account any credit support available to it) and technical resources available to it for the performance of the relevant obligations of the Company under the Contract, within 14 days of any written request by the Company to the Contractor, the Contractor will execute one or more agreements substantially in the form specified in Schedule 14 by which the Company shall

transfer all or such part as may be specified by the Company of its rights and obligations under the Contract to one or more third parties to be nominated by the Company.

42. FURTHER ASSURANCE

Each Party does or procures the doing of all acts and things and executes or procures the execution of all such documents as the other Party reasonably considers necessary to give full effect to the provisions of the Contract.

43. KEY PERFORMANCE INDICATORS

Performance shall be measured against the KPIs and on the basis set out in Schedule 8 (Contract Performance Schedule) or such other basis as may be agreed by the Company or Contractor from time to time.

SCHEDULE 2B

SPECIAL CONDITIONS OF CONTRACT

SCHEDULE 3A

FORMATION OF CONTRACT

FRAMEWORK AGREEMENT NO []

DATED []

As and when the Company requires the Contractor to provide Equipment and/or Services, the Company's Framework Manager shall issue a Request for Equipment and Services in the form set out in Appendix 1 to the Contract.

The Request for Equipment and Services shall give details of the types and quantities of Equipment and the nature and duration (as appropriate) of Services required, in the Contract Brief.

The Contractor's Offer of Equipment and Services in response to the Form of Request shall comply with Appendix 2.

Acceptance by the Company shall be made in accordance with Appendix 3

APPENDIX 1
FORM OF REQUEST FOR EQUIPMENT AND SERVICES

To: [Full name of the Contractor]

Date:

Dear Sirs,

REQUEST FOR EQUIPMENT AND SERVICES

In accordance with Clauses 4.1 and 4.2 of the Framework Agreement, we hereby notify you that we require the provision of Equipment and Services as detailed in the attached Contract Brief.

Should you wish to submit an Offer of Equipment and Services in response to this request, please do so within 14 Business Days of receipt. The Offer of Equipment and Services shall be in the form of Appendix 2 and shall include full details of all Equipment and Services to be supplied. Prices for Equipment shall be fixed and calculated so far as possible in accordance with Schedule 4. Similarly, delivery times for Equipment shall, so far as possible, be in accordance with the times quoted in Schedule 3.

Each Contract formed by the acceptance by the Company of an Offer of Equipment and Services shall be subject to the provisions of the Framework Agreement.

Yours faithfully

Framework Manager

For and on behalf of London Underground Limited

CONTRACT BRIEF

Re: **REQUEST FOR EQUIPMENT AND SERVICES**

(Ref no:) dated ()

This brief defines the Company's requirement for Equipment and/or Services as set out in the above-referenced Request.

Please include your Offer of Equipment and/or Services as follows

Equipment

Type 1 Equipment (as listed in Schedule 3B)

Line Item	Part No	Description	Qty	Delivery Requirement	Comments

(The time for delivery shall not be earlier than the lead time quoted in Schedule 3B unless otherwise agreed by the Contractor). State any delivery instalments which are to be taken into account by the Contractor.

Type 2 Equipment (not listed in Schedule 3B)

(Provide a full description and quantity of the equipment required sufficient to enable the Contractor to produce the requested quotation). State any standards applicable to the Equipment with which compliance is mandated. State any delivery timescales required.

Services

(Provide a full description of the scope of the required Services sufficient to enable the Contractor to produce the offer. Refer to Schedule 3B if appropriate).

Provide full details of the time in which the Services are to be carried out and completed.

Provide details of any information which the Company is to provide to enable the Contractor to carry out and complete the Services and confirm its availability.

Provide details of requirement for attendance by the Contractor at Company premises.

Provide confirmation of any pre-booked Access to be taken account of by the Contractor.

Provide details of any Site Acceptance Tests which are required to be undertaken prior to completion.

Specify the desired price basis – whether fixed sum or emerging cost at the rates set out in Schedule 4, and extent of price breakdown required.

APPENDIX 2
FORM OF OFFER OF EQUIPMENT AND SERVICES

To: London Underground Limited

Date:

Dear Sirs,

FRAMEWORK AGREEMENT No. dated

Request for Equipment and Services no. dated

Further to your Request for Equipment and Services as detailed above we hereby set out our Offer of Equipment and Services in full detail below.

(Set out in full Equipment and Services, prices, delivery times(s), and all other details as called for and or described in the Contract Brief)

If you accept the offer in this letter, the Contract shall consist of:

1. The Acceptance of the Offer for Equipment and/or Services
2. This Offer of Equipment and Services
3. The Request for Equipment and/or Services dated..... (including the Contract Brief)
4. The Terms and Condition (Schedule 2A to the Framework Agreement and other Schedules incorporated pursuant to Clause 3.1 of the Framework Agreement)
5. The following other Schedules completed as appropriate pursuant to Clause 3.2 of the Framework Agreement

Schedule 2B Special Conditions
Schedule 5B Contract Programme
Schedule 5C Contract Requirements
Schedule 11 Training

This Offer is open for your acceptance for 90 days from the date hereof.

Yours faithfully

Framework Manager

For and on behalf of Siemens Mobility Limited

APPENDIX 3
ACCEPTANCE OF OFFER OF EQUIPMENT AND SERVICES

To: [Full name of the Contractor]

Date:

Dear Sirs,

REQUEST FOR EQUIPMENT AND SERVICES (Ref no:)

In accordance with Clause 4 of the Framework Agreement, we hereby confirm acceptance of your Offer of Equipment and Services dated 2020 for the above Contract.

Yours faithfully

Framework Manager

For and on behalf of London Underground Limited

SCHEDULE 3B THE SPECIFICATION

1. Overview

Most of the signalling systems in use are legacy systems that were designed and installed some years ago. The Contractor was commissioned to manufacture and install systems on the various lines.

2. Scope

The Contractor may be required to provide Equipment and Services under individual Contracts entered into in accordance with this framework. This may cover:

- New supply of signal Equipment
- Overhauls and/or repair of signal Equipment
- Next day call out of technical support
- Routine technical support e.g.
- On Site support
- Engineering Support
- Obsolescence monitoring of signalling Equipment
- Calibration Services for diagnostic and test Equipment

Typically the Equipment falls into the following main categories:

- Automatic Train Operation
- Automatic Train Protection
- Cables, cable harnesses and associated connectors
- Contact Equipment (carriers, fingers and springs)
- Equipment housings – Disconnection and other associated boxes
- Gauges and Tools
- Interlocking Equipment (lever frames etc)
- Plugboards and Fuses
- Points and point Equipment (electro-pneumatic, electric hydraulic, Chairlock and Clamp lock versions)
- Power supply Equipment – Transformers
- Relays (various designs)
- Signals (including indicators and repeaters) – Posts, Heads, Lenses

- Sundries – Bolts, Screws, Rollers, Bushes, Pins, Nuts, Shafts, Gaskets, Washers and Slides
- Train detection Equipment – Jointless, condenser and coded Track Circuits
- Trainstops – Styles ‘H’ and ‘K’ and where applicable others

3. Equipment

The Equipment listed in the Appendix 1 table 1 constitutes the items which can be purchased from the Contractor under Contracts entered into pursuant to the Framework Agreement. However, there will be additional items of Equipment added to the list from time to time. The equipment listed in Appendix 1 table 2 specifies the individual Equipment that is obsolescence monitored. The Equipment table in Schedule 4 Appendix 1 provides the prices for Equipment and for Equipment Repairs (if applicable).

3.1 Equipment Table

Located in Appendix 1 - table 1

3.1.1



4. Standards

In the supply of Equipment, the Contractor shall adhere to the standards relevant at the time when the Equipment was originally developed, unless prior to the commencement of supply of such Equipment the parties agree any such standards are to be superseded by a new standard and the cost and lead time implications and approval processes and timescales have been formally agreed between the Company and the Contractor.

4.1 Operating and Maintenance Manuals

At the request of the Company and on receipt of a valid Purchase Order, the Contractor shall supply operator manuals and maintenance manual for the Equipment listed in Section 3.1 providing such manuals exist.

5. Approvals Process

The Contractor will be fully compliant with the Company’s Standard “Safety Assurance and acceptance of Signals, Control and Information Systems and Equipment” (MR-S-SG-003 version A1) except in the following cases:

System Types/Competency (Section 4.2.2)

Where the Contractor already has systems, processes or procedures in place which cover in full the requirements of Section 4.2.2 of MR-S-SG-003 then there are no requirement on the

Contractor to comply with that specific section of MR-S-SG-003. But they will be able to demonstrate, if requested to do so with compliance.

Mandatory Documentation (Section 5.2.2)

Where the Contractor is required under Section 5.2.2 (MR-S-SG-003) to adhere to this section, for the avoidance of doubt the requirements are for the highest level of documents and not the lower level detail as will have been developed for the original safety case approval.

6. Design Change Procedure

Equipment Design Change

Where the Contractor already has systems, processes or procedures in place which cover in full the requirements of MR-Pr-31180 then there is no requirement on the Contractor to comply to that specific specification. But they will be able to demonstrate, if requested to do so, compliance. The Contractor will inform the Company of any pending change that would result in a Modification state change giving reasons and details of the proposed change.

Contractors Design Change Procedure

The Contractor has two methods of controlling Equipment Design Changes, these are;

Modification Status

Where it is necessary to modify the items to reflect design or manufacturing detail changes, then the change shall have “Modification Status”. Where a change to an item has this status, the Contractor must obtain the Company’s formal written approval before making such a change (such approval not to be unreasonably withheld or delayed). Subject to such approval being received, the Contractor may proceed to make the change provided that the item which incorporates the Modification Status change is both mechanically and electrically capable of functionally (including safety and environmentally) replacing any earlier states of design which carry the same part numbers. (Note the reverse does not apply, i.e. earlier modification state items do not have to replace latter modification state items). If, for any reason, the new state of design cannot be fitted in place of the existing design, then the new design will require a new part number.

If the Fit, Form or Function of an item changes then this will also be a Modification Status change requiring formal approval in accordance with this provision.

Revision Status

If a change of a component is required to a Bill of Materials (e.g. obsolescence) or a change is required to rectify mistakes on configured records, drawings, parts, etc. then the change shall have a “Revision Status”. Where changes to items have this status, the Contractor will not require the Company’s formal approval before making the change, but, the Contractor shall notify the Company on a regular basis no less frequently than monthly of each revision change notifying the part number and description and a summary of the reason for the change (e.g. obsolescence, drawing correction etc). Items subject to Revision Status changes will be allocated a Part Revision Number.

In exceptional circumstances where the reporting process for Revision Status changes has failed to operate satisfactorily or has otherwise broken down, notification to the Company of a Revision Status Change otherwise than in accordance with this process shall be acceptable provided that it is given prior to delivery of the Equipment which contains the revision changes.

Company Sponsorship

Where a Contractor change is required under MR-S-SG-003 the Company will provide a sponsor who will support and drive the change through at the Company. This person will be responsible for the liaison and interface between the two organisations.

7. *Quality (Root Cause Analysis) & Failure to Perform*

It is the Company's aim to only receive Equipment that has been fully tested and inspected prior to shipment and delivered with a duly completed certificate of conformity. It is the Company's aim that no incoming inspection is required by the Company.

It is further acknowledged by the Contractor that all Equipment will have been through a pre shipment audit to ensure that the product fully meets the specification agreed between the Contractor and the Company. Documentary evidence will be held by the Contractor and maybe inspected by the Company. No Equipment will be delivered without a certificate of conformity.

If non-conformances to product requirements, as defined by specification or mutual agreement, are found during Company inspection, the Contractor must pay for or perform the inspection and sorting of the remaining product in the lot or population, normally at the Company premises unless otherwise agreed.

Once non-conforming Equipment is returned back with the Contractor full root cause analysis will be provided, even if the product is beyond economical repair (BER) the Contractor will demonstrate to the Company that the analysis has taken place and that any knowledge obtained from this is implemented in existing or up issued design changes provided the product is still in production for the Company.

7.1 *Fault Repair*

The Contractor will accept from the Company Equipment which the Company has deemed have failed and which it does not have the ability to repair. These can either be classed as Equipment that needs repair or to be overhauled. The Company will request a returns material authorisation number from the Contractor. The Company will send the relevant parts back to the Contractor quoting the returns authorisation number. This number will be used by the Contractor in all its tracking and fault finding and repair processes. Full details of fault symptoms and usage when the failure occurred will be provided by the Company with the Equipment requiring repair.

Pricing for Equipment which needs to be repaired are pre-agreed and are shown in the Equipment table in Schedule 4 Appendix 1. The lead times for repair are as specified in the Equipment table.

8. *Equipment Recall*

The safety of the Company employees and the travelling public in general is of paramount importance. The Contractor is required to inform the Company Framework/Contract Manager if they know, or ought to know, on the basis if the information in their possession and as professionals, that any Equipment they have placed on the market does not meet safety requirements.

Equipment must have either no risk, or only present minimum risk compatible with the Contractor's intended use and operation of the Equipment. The Contractor is expected to have carried out a risk assessment of the Equipment before it is marketed or sold to the Company. This will form both the basis of the conclusion that the Equipment satisfies the safety obligation and can be safely marketed, and also provide a reference for subsequent reassessment of further risk information and whether the Equipment continues to satisfy the definition of "Safety Breach".

If the Contractor becomes aware of information or evidence showing that any Equipment is not meeting its safety requirements the Contractor shall determine whether such information means that the said Equipment is actually unfit for its intended purpose:

The Contractor shall analyse the information and decide whether a particular hazardous situation should be notified to the Company taking into account:

The gravity of the outcome hazard, depending on the severity and probability of the damage to human health and safety. Combining the severity and probability.

The severity of health /safety damage for a given hazard should be that for which there is no reasonable evidence that the health/safety damage attributable to the product could occur under foreseeable use.

The probability of damage to human health and safety resulting from an exposure corresponding to the intended or reasonably expected use of the product has also been considered.

The decision not to notify the Company should not be influenced by the numbers of the Equipment, the sale value or any other matter other than safety relating to the Equipment on the market or by the number of people who could be affected by the product.

In the event the Contractor finds for any reasons that it must recall any Equipment sold, supplied, lent or otherwise supplied to the Company it must give initial (within 10 days of the Contractor becoming aware of the issue) guidance on mitigation to immediately reduce the risks and then provide a solution through the normal acceptance procedures. The Contractor will immediately remove the Equipment from sale (if required – dependent on the application of the Equipment elsewhere) and any that it may stock as part of the Stock Management and will in the first instance notify the Framework/Contract Manager who will take the necessary steps at the Company to draw together the necessary parties and quarantine any existing Equipment that the Company may hold on safety grounds.

There are several criteria which must be assessed prior to notification.

Where the Equipment is intended for or likely to be used in or on the Company Network.

That the Equipment is either new, overhauled or refurbished.

That the Equipment is in use on, or in the Company Network.

The Contractor has evidence (from monitoring activities, testing, quality control, or from other sources) that the Equipment is dangerous, or that it does not satisfy the requirements of the Company, the industry, or indeed the law.

By nature, the level and the risk require immediate preventative and corrective action, which may include the urgent removal of the Equipment from the Company organisation, recalling the Equipment and issuing warnings or indeed cessation of the Company's services using that Equipment.

The level of risk could depend upon a number of factors, the type and vulnerability of the end user and the extent to which the Contractor had taken precautions to guard against the hazard and warn the Company.

THE SERVICES

9. Calibration Service

The following table lists the test Equipment which will require calibration by the Contractor.

Providing the Company releases the calibration due dates to the Contractor 2 months prior to the Equipment being due for calibration, the Contractor will schedule in the calibration of the Equipment to minimize the turn round time of the Equipment. Assuming the Equipment is not faulty and as such fails to calibrate, and the Company supply the items for calibration with 2weeks from the Contractor requesting the item then the turnaround time will not exceed 6 weeks. The cost of the calibration listed in Schedule 4.

DIAGNOSTIC EQUIPMENT FOR CALIBRATION

Description	Contractor Part No	Frequency	Maximum No of units to be calibrated in a 12 month period
ATO Test Rig	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

10. Obsolescence Monitoring

For the purpose of this Paragraphs 10 (Obsolescence Monitoring) the following terms have the following meanings:

- “OEM Equipment” means Equipment directly manufactured by the Contractor or a member of the Contractor’s Group.
- “OEM Part” means a component of the OEM Equipment which is directly manufactured by the Contractor or a member of the Contractor’s Group.
- “OEM Spare” means a spare part directly manufactured the Contractor or a member of the Contractor’s Group for use as part of the OEM Equipment.
- “Last Time Buy” means an opportunity to purchase such quantity of a Part or product that, in the reasonable opinion of the Designated Company Representative, based upon historic

usage and failure rates of such Part or product, would provide the Company with sufficient spares to support operation of relevant Equipment for 5 years, or such shorter period as the Designated Company Representative may agree or require, acting reasonably.

10.1 All active electronic components that make up the Equipment marked as 'Obs Monitored' in the Equipment table (Appendix 1 – table 2) will be monitored for obsolescence; which shall be undertaken as follows:

10.1.1 For the Contractor's own OEM Equipment the Contractor will, as soon as it becomes aware that any OEM Spare or OEM Part manufactured by the Contractor is to be made obsolete or will otherwise no longer be available to be supplied to the Company, provide at least 180 calendar days written notice of such obsolescence or unavailability.

The Contractor shall then provide the Company with options for alternative products or if no alternative is available with compatible fit, form and function the option for a Last Time Buy. The option for a Last Time Buy shall remain open for acceptance for at least 180 calendar day.

10.1.2 For other Equipment to be monitored, the Contractor will use reasonable endeavours to provide written notice as soon as it becomes aware that such Third Party Spare or Part is to be made obsolete or will otherwise no longer be available to be supplied to the Company.

The Contractor shall use reasonable endeavours to provide the Company with options for alternative products or if no alternative is available with compatible fit, form and function the option for a Last Time Buy, provided this alternative is offered by the respective Third Party. The form of this reasonable endeavours will be regular consultations to the Third Party suppliers regarding the service or eventual discontinuation of their products during the following 12 months. The Contractor will use reasonable endeavours to enable the option for a Last Time Buy to remain open for acceptance for at least 180 calendar day, provided this is offered by the Third Party supplier and if not the Contractor shall provide to the Company the Third Party manufacturer part number details and any contractor configuration.

10.2 The Contractor shall prepare and deliver a report to the Company's Contract Manager and the Company's Obsolescence Manager indicating the Contractor's expected future provision of the Equipment marked as 'Obs Monitored' in the Equipment table. Indications given on the report shall be the result of the Contractor's subjective evaluation and shall not constitute a formal intention by the Contractor or its suppliers to discontinue production. The format of the report shall be as agreed between the Contractor and the Company's Obsolescence Manager. A report shall be delivered to the Company each quarter at the end of March, the end of June, the end of September and in mid-December (to take account of the Christmas break).

10.3 All other items of Equipment in the Equipment table not marked 'Obs Monitored' will not be monitored for obsolescence; any obsolescence issues pertaining to these items of Equipment will only be looked at when the Company places an order for a particular item and the Contractor will then ascertain whether or not it can still manufacture or procure the item.

11. Equipment Discontinuation

11.1 If during the currency of the Framework Agreement the Contractor:

11.1.1 has not provided written notice under Clause 10.1.1; or

11.1.2 has not used reasonable endeavours to provide written notice under Clause 10.1.2; or

and as a result (a) the Contractor is unable to either make an Offer of Equipment and Services in response to a Request for Equipment and Services; and (b) the Contractor is unable to supply alternative products due to discontinuation of production of any Equipment the Contractor shall enter into good faith discussions with the Company for the provision (at the Company's cost) of:

- (i) copies of such manufacturing information and drawings as are available from the Contractor's records; and
- (ii) manufacturing tooling specific to the Equipment or part in question, which is available to the Contractor, on temporary loan; and
- (iii) a non-exclusive, time bound, license including the right (subject to the prior consent in writing of the Contractor such consent not to be unreasonably withheld or delayed) to sublicense the relevant Intellectual Property owned by the Contractor, to enable the Company to manufacture or procure the manufacture of the item of Equipment or part by a third party solely for the use of the Company in connection with the operation maintenance repair and renewal of the Company Network.

11.1.3 as a result of assessing the obsolescence issues on an item of OEM Equipment which is not Obsolescence Monitored in accordance with Clause 10.3, (a) the Contractor is no longer able or willing to supply such item; and (b) as a result the Contractor is unable to either make an Offer of a Last Time Buy in respect of OEM Equipment in response to a Request for OEM Equipment; and (c) the Contractor is unable to either supply or to develop alternative products with compatible fit, form and function, due to discontinuation of production of any OEM Equipment, the Contractor enter into good faith discussions with the Company for the provision (at the Company's cost) of:

- (i) copies of such manufacturing and specification information and drawings that the Contractor provided to the applicable manufacturer at the time of design and/or manufacture of the OEM Equipment in question for the purposes of such design and manufacture, to the extent such information and drawings are available to the Contractor; and
- (ii) provide to the Company such manufacturing tooling specific to the OEM Equipment in question which is available to the Contractor, on temporary loan; and
- (iii) grant to the Company a non-exclusive, time bound, license (including the right (subject to the prior consent in writing of the Contractor such consent not to be unreasonably withheld or delayed) to sublicense) of the relevant Intellectual Property Rights in the information and documentation referred to in sub-paragraph (i), to enable the Company to manufacture or procure the manufacture of the item of OEM Equipment (or a replacement therefor with equivalent functionality) by a third party solely for the use of the Company in connection with the operation, maintenance, repair and renewal of the Company Network.

11.1.4 as a result of assessing the obsolescence issues of Third party Equipment which is not Obsolescence Monitored in accordance with clause 10.3, the Contractor is no longer able or willing to supply such item, and as a result the Contractor is unable to either make an Offer of a Last Time Buy in respect of Third Party Equipment in response to a Request for Third Party Equipment or to supply alternative products with compatible fit, form and function, due to discontinuation of production of any Third Party Equipment, the Contractor shall provide to the Company the Third Party manufacturer part number details and any contractor configuration.

11.2 Clause 11.1 shall not apply where the Company has been offered the opportunity of a Last Time Buy but has not placed an order for the Last Time Buy for the recommended number of Spares or Parts within 180 calendar days of such proposal.

11.3 The provisions of Clause 11 shall constitute the Company's sole rights and the Contractor's only responsibilities in respect of obsolete or no longer available Equipment, Spares or Parts.

11.4 Notwithstanding any other provision of this Clause 11 nothing in this Clause 11 shall oblige the Contractor to take any action or to disclose any information which would result in unlawful breach of third party intellectual property rights.

12 Disaster Recovery Service

If requested, the Contractor agrees to provide suitably qualified personnel to work with the Company to produce a detailed support plan under which the Contractor shall:

- Fully support the supply of urgently required Equipment, taking into account, their own, and those of their sub-contractors working overtime, short supply materials and or sub-assemblies.
- Create and maintain an agreed materials spares holding, determined by the Company, specifically intended to ensure a speedy restoration of train services following an incident.
- Make available as required skilled resources to work with the Company in the aftermath of any such incident to restore the train services as quickly as practicable.
- Agree any special arrangements which may be necessary as a consequence of an incident and the urgency of the Company's requirements to restore the train services.
- Work undertaken by the Contractor to assist the Company in the development of the support plan shall be reimbursed at the rates specified in the Pay as You Go Service.

13 Next Day Call Out and Pay As You Go Services

There are occasions when the Company needs the Contractors personnel on site to provide technical support. In some instances that requirement may be very urgent and in some cases may be less so. The Contractor will support the Company and provide individuals who possess the appropriate skills and knowledge to support specific parts of the signalling system.

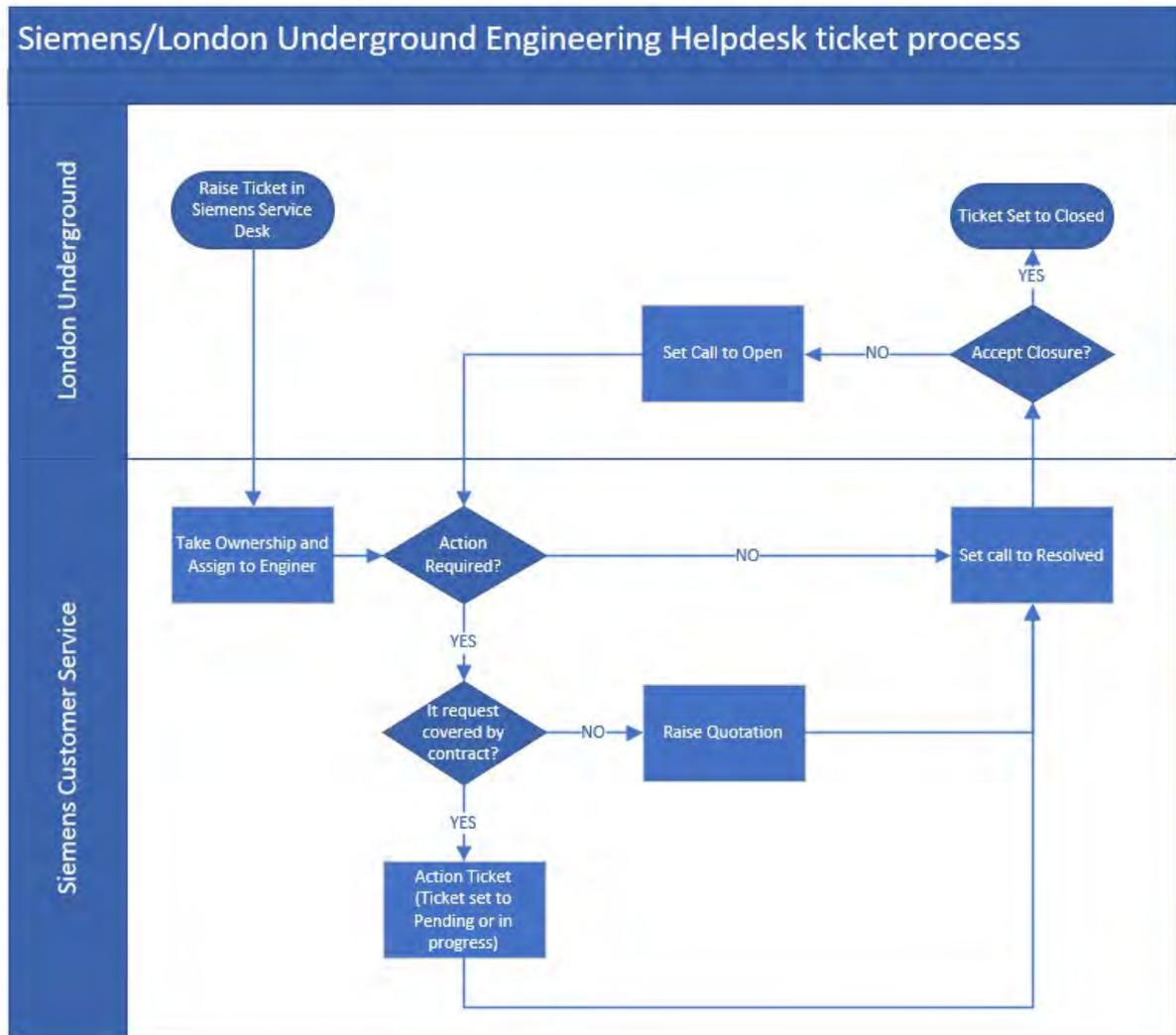
13.1 Call Process

The Company will supply to the Contractor an agreed list of Company representatives who will be authorised to make a call and commit the Company to this requirement. The Company's representative will place a call to the Contractor's Helpline [REDACTED]. The call will be assigned a priority level once the Contractor's help desk operative has obtained the details of the type and scope of support required.

Routinely the Company can call the Contractor between the hours of 08:00 and 16:00 Monday to Friday excluding Bank Holidays, where all calls will be dealt with using the call process. If the call is made outside of these hours then the call will be recorded on an answer machine and logged the following business day at 08:00 which will then trigger the start of the response.

The Company will be informed via the Helpline system within 2 hours of logging the call to fully document the Company’s requirements.

13.1.1 Call Logging Flowchart



Notes:

- Tickets may be opened by Siemens on behalf of LU Engineers if circumstances require
- Tickets that have not been either accepted as ‘Closed’ or rejected and reopened for >30 days are subject to review and closure by Siemens

13.1.2 Response Levels

The Contractor will respond to the call by either initiating the “Next Day Response” procedure or by assigning the call to the relevant Specialist in the Customer Service team to be dealt with under the Pay As You Go Service.

13.2 Next Day Support Process

The Next Day Support Service will be based around the availability of a specified resource (each discrete discipline in agreed at the start of the Contract) for call out on site (on the London Underground) before 00:00 midnight the day following the call request, if the Next Day Call Out response is triggered by the telephone call (between 08:00 and 16:00 Monday to Friday, not including Bank Holidays). Calls received outside of these hours are considered next day and therefore the response will commence at 08:00 the following morning. Following the telephone call, the enquiry will be transferred to an Engineering Specialist who will be responsible for interfacing with the Company and ensuring the correct resource is sent to site. The person will be on site the following day or night as required by the Company. If the call is made outside of these hours then the call will be recorded on an answering machine and logged the following business day at 08:00 which will trigger the start of the response. Therefore if the Contractor receives a call at 17:00 on a Monday, the call will be logged from 08:00 Tuesday and the Contractor will have the appropriate engineer on site the following day or night (Wednesday) as required by the Company.

Day	Monday																								Tuesday																								Wednesday																							
Hour	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Time	[Detailed time slots for 24 hours on each day]																																																																							
Period where a call can be made and received Next Day	[Green shaded area: 08:00-16:00 Monday]																								[Green shaded area: 08:00-16:00 Tuesday]																								[Green shaded area: 08:00-16:00 Wednesday]																							
Call Availability (Scenario 1)	[Red shaded area: 08:00-16:00 Monday]																								[Yellow shaded area: 08:00-16:00 Tuesday]																								[Green shaded area: 08:00-16:00 Wednesday]																							
Call Availability (Scenario 2)	[Red shaded area: 08:00-16:00 Monday]																								[Green shaded area: 08:00-16:00 Tuesday]																								[Green shaded area: 08:00-16:00 Wednesday]																							

Following the visit a report will be produced and provided to the Company detailing the findings and any recommendations. Subsequent visits relating to the same requirement can be dealt with via the Next Day Support Service or by the Pay As You Go Service. The number of call outs under the Next Day Call Out Service is limited to 52 call outs in one calendar year. If the number of call outs exceeds 52 then the Company can still use the Next Day Call Out Service for that discipline, but an additional charge will apply above the annual charge already paid for the service, based on the matrix rates specified in the Pay As You Go Service.

13.2.1 Mobilisation

Once the Company specifies a particular engineering/technical discipline, the Contractor will be allowed 6 weeks to mobilise the appropriate resources to deliver the Next Day Support Service. Each discipline will constitute a separate Contract. Examples of the disciplines which may be required are Point Machine track side assistance and Westrace Interlocking assistance.

If part way through a Contract period the Company requires Next Day Response for another discipline then the Company can either start another Contract, or, with the Contractor given 6 weeks' notice, the Contract can be switched to a different discipline. The Contractor reserves the right to decline to provide a change of service if it is unable to provide the resources required.

13.3 Pay As You Go Service

The means of accessing the Service is the same as the Call Process (Helpline) above where the Company will call the Contractor between 08:00 and 16:00 (Monday to Friday) requesting assistance. Once the details of the request have been sent to them, the Engineering Specialist will agree the scope of work required and time required to satisfy the request with the Company, before commencing the task as this needs mutual agreement between the Company and the

Contractor. The Company will then raise a PO for an agreed defined value where labour charges and expenses can be called off.

The work will not extend beyond 2 weeks unless specific prior agreement is reached and a Purchase Order or AVC is issued to cover the additional works. Should the Contractor continue to work without a valid Purchase Order or AVC it will do so at its own risk.

Any further work requiring additional variations will require agreement from both parties.

13.3.1 Skilled Personnel

The Contractor will only supply to the Company those personnel who have skills, training, background, knowledge, and expertise to satisfy the request for assistance. Where any subsequent training updates are required these will have been undertaken and will be up to date.

13.4 Equipment

The Contractor is responsible for ensuring that the personnel supplied under this call off arrangement will be supplied with all the necessary drawings, gauges, tools and equipment necessary to perform the required tasks. The Company will provide to the Contractor all support and accompanied access to relevant internal personnel, records, drawings, systems etc that are required to be able to assist in the resolution of any Next Day Call Out or package of work undertaken from the Pay As You Go Service.

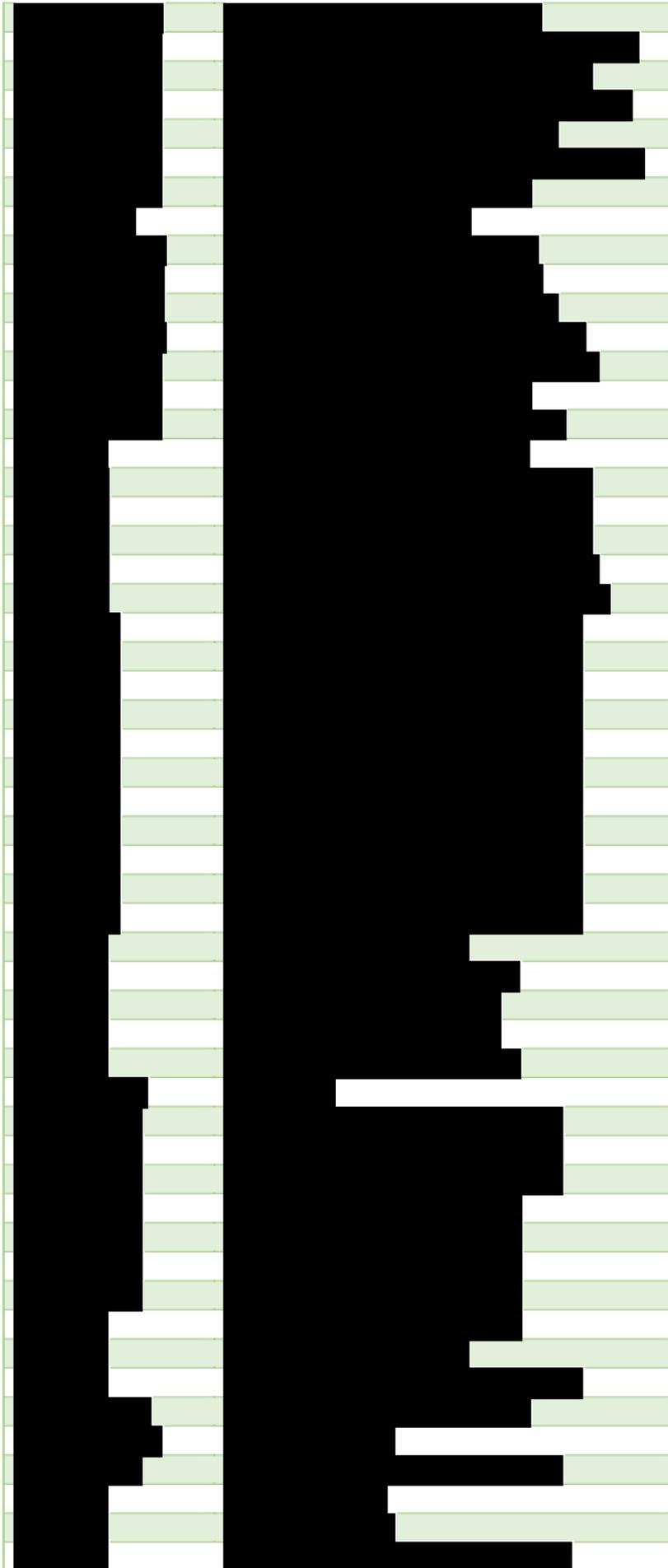
14 Framework Management Services

The Service fee includes:

- A Product obsolescence monitoring service (as detailed in Section 10 – Obsolescence Monitoring), where the Company will investigate any obsolescence issues for products in Appendix 1 table 2 that are marked as obsolescence monitored.
- Responding to Technical Queries.
- Hold Technical and Purchasing meetings at the Customer's site and follow up on the actions associated with it.
- Tracking product failures from the products that are being returned for repair and producing resultant trend analysis reports.
- Quality issues.
- Produce the monthly Contract outputs/reports e.g.
 - OTD
 - Product Quality and Trend Analysis
 - Next Day Response OTD measures
- Take part in daily conference calls with the Company starting at 08:00, then at 08:30 and the last at 08:45. Recording any actions that the Contractor needs to either monitor or actively investigate (minor investigations are covered in this management fee), as soon as they become a major investigation then the cost is discussed with the Company. A daily report is produced which is distributed to the Contractors board of directors and some key people in the Company. The Contractor has introduced a monthly report which tracks trends related to problem stations.
- Equipment listed in the Calibration Section (9) will be calibrated annually.

- A business hours Call logging system will be included in the management Contract as described in the Call Logging Section 13.1
- The team will manage the organisation of the Discontinuation Clause and provide any costs associated with the handover of the documentation and license applicable for the Equipment concerned.

All these Services are performed by the Contractor's Contract Manager and their team, with the goal of assisting the Company in their goal to improve reliability, availability and maintainability of its railway network.



The image shows a large table with multiple columns and rows. The majority of the content is obscured by black redaction bars. The visible parts of the table are highlighted in light green. The table appears to have several columns, with the first column being the widest and the subsequent columns being narrower. The rows are separated by thin horizontal lines. The overall structure is that of a data table, but the specific data points are not legible due to the redactions.

The image shows a table with a grid structure. The majority of the cells are filled with black redaction boxes. The visible parts of the table are the headers and footers of the rows, which are highlighted in light green. The table appears to have approximately 15 rows and 3 columns. The redaction boxes are of varying sizes, covering most of the content in each cell.

SCHEDULE 3C
THE SPECIFICATION – VICTORIA LINE AUTOMATIC TRAIN CONTROL EQUIPMENT

Contents

1. Overview
2. Equipment & Location
3. Off Site Technical Support Services
4. On Site Technical Support Services
5. Obsolescence & Technology Management Service
6. Design Authority
7. Record Keeping
8. Design / Change Approval
9. Failure Repair Reports
10. Root Cause Analysis Reports
11. Storage Requirements
12. Equipment Price List
13. Standards
14. Escalation / Dispute Process
15. Framework Management Services

1. Overview

The VLU, Automatic Train Control is the term used for the Automatic Train Protection (ATP) and Automatic Train Operation (ATO).

The ATP provides protection when in protected manual and manned automatic driving modes by determining the distance that the train may safely travel. This distance is known as a Limit of Movement Authority (LMA) and is determined by the ATP by the location of the train including speed, the state of the railway and a pre-configured map of the railway. If the LMA is at risk of being exceeded, the ATP will apply an Emergency Brake to bring the train to a stop.

The ATO drives the train automatically after initiation of two “Start” buttons being pressed in the cab by the Train Operator providing other interlocks have also been made. The ATO will drive the train to a pre-configured driving profile adjusting its motoring/brake demands as required within the LMA imposed by the ATP.

2. Equipment and Location

The Key components of the Automatic Train Control (ATC) are:

- The Automatic Train Protection (ATP)
- The Automatic Train Operation (ATO)

Some of the ATC Fleet Train borne equipment Line Replaceable Unit (LRU) are located in a cupboard in the driver's cab of the Train Interface Unit (TIU), (ATP), (ATO) & Mobile Communication Unit (MCU). Other LRU are mounted under the train (Dopplers, Side Antennas and APR Readers), the other LRU (Roof Antenna) is mounted in the roof of the leading car on the train.

Spares are located at Northumberland Park Depot Stores. All faulty ATC Train borne destined for Siemens Mobility Limited will travel via Ruislip Depot, Central Line ATC workshop.

3. Off Site Technical Support Services

Business hours telephone support will be Monday to Friday 08:00 – 16:00

- Calls will be recorded on a call logging system and a call log number will be issued to the person making the call

- Support can be achieved by calling [REDACTED]

4. On Site Technical Support Services –

As per Schedule 3B Section 15.3 – Pay as you go services.

5. Obsolescence & Technology Management Service

As per Schedule 3B Section 12 – Obsolescence monitoring.

Parts to be included in the obsolescence report are noted in equipment table in Appendix 1 to Schedule 3B

6. Design Authority

As per schedule 3B – Section 7 – design change procedure.

Design Authority remains the responsibility of the Contractor, processes and procedures are available for audit at any time convenient with the Company.

7. Record Keeping

The Contractor shall be responsible for the update and management of the following:

- Internal configuration of all Train borne hardware components
- Software configuration
- Build drawings
- Software drawings
- Specifications
- Parts list
- Manuals
- Modification status
- Hardware changes

London Underground shall be responsible for the update and management of the following:

- Configuration control of the Line Replaceable Units (LRU) fitted to the 09Ts Fleet
- Safety assessments of supplied manuals
- Notification to Contractor of any environmental change that may affect the operation of the ATC Train borne system.

8. Design / Change Approval

As specified in Schedule 3B Section 5 (standards), 6 (approvals process) and 7 (design change procedure).

9. Failure Repair Reports

As per Schedule 3B Section 8 – quality (root cause analysis) and failure to perform.

10. Root Cause Analysis Reports

As per Schedule 3B Section 8 – quality (root cause analysis) and failure to perform.

11. Storage Requirements

Storage requirements are as per the Contractors Original Equipment Manuals supplied as part of the relevant original supply contract.

12. Equipment Price List

As per Schedule 4 Sections 2-6

13. Standards

As per Schedule 3B Section 5

14. Escalation / Dispute Process

As per Schedule 5A Section 5 framework review meetings.

There will be a monthly contract review with the Contractor which will look at the key business issues.

Disputes will not include line performance costs (LCH) as these are not known to the Contractor.

Disputes will be centred on quality of repair.

15. Framework Management Services

As per Schedule 3B Section 16 – framework management services

All services listed in Schedule 3B Section 16 apply with the inclusion of the 24/7 off site technical support services.

Framework management services include:

- Business hours support
- Daily conference calls with the maintainer
- Production of the period reports
- Failure trend analysis
- On-site technical support (pay as you go services)
- Obsolescence Monitoring Services (reporting quarterly)
- Technical queries support
- ATC log analysis
- Project management
- Materials management
- One contract review meeting per period
- One technical meeting per period

SCHEDULE 3D
THE SPECIFICATION – VICTORIA LINE UPGRADE TRACK AND SIGNAL LINESIDE
SIGNALLING EQUIPMENT

Contents

1. Overview
2. Equipment and Location
3. Off Site Technical Support Services
4. On Site Technical Support Services
5. Trend Analysis and Investigations
6. Obsolescence & Technology Management Service
7. Design Authority
8. Design / Change Approval
9. Failure Repair Reports
10. Root Cause Analysis Reports
11. Equipment Price List
12. Standards
13. Escalation / Dispute Process
14. Framework Management Services

1. Overview

The Victoria Line Upgrade is part of Transport for London's £10bn 5 year Investment Programme, 47 new bigger and faster trains were bought on the Victoria Line between 2009 and 2013. The new trains have greater capacity and run faster. Other improvements delivered as part of the Victoria Line Upgrade include an improved signalling system, tracks and control system. One of the key features is vehicles designed for easier maintenance to reduce maintenance and repair costs.

2. Equipment and Location

The key components of the Track and Signal Equipment:

- The FS2550 Track Circuits
- Westrace
- Relays

The equipment is located in either the Victoria Line Signalling equipment rooms or Track Side. See Appendix 1 to Schedule 3B for Equipment list.

3. Off Site Technical Support Services

Business hours telephone support will be Monday to Friday 08:00 – 16:00

- Calls will be recorded on a call logging system and a call log number will be issued to the person making the call
- Support can be achieved by calling [REDACTED]

4. On Site Technical Support Services

As per Schedule 3B Section 15.3 – Pay as you go services.

5. Trend Analysis & Investigation

Product Trend Analysis is prioritised based on an increase in service affecting failures.

6. *Obsolescence & Technology Management Service*

As per Schedule 3B Section 12 – Obsolescence monitoring.

7. *Design Authority*

As per schedule 3B – Section 7 – design change procedure.

Design Authority remains the responsibility of the Contractor, processes and procedures are available for audit at any time convenient with the Company.

8. *Design / Change Approval*

As specified in Schedule 3B Section 5 (standards), 6 (approvals process) and 7 (design change procedure).

9. *Failure Repair Reports*

As per Schedule 3B Section 8 – quality (root cause analysis) and failure to perform.

10. *Root Cause Analysis Reports*

As per Schedule 3B Section 8 – quality (root cause analysis) and failure to perform.

11. *Equipment Price List*

As per Schedule 4 Sections 2-6

12. *Standards*

As per Schedule 3B Section 5

13. *Escalation / Dispute Process*

As per Schedule 5A Section 5 framework review meetings.

There will be a monthly contract review with the Contractor which will look at the key business issues.

Disputes will not include line performance costs (LCH) as these are not known to the Contractor. Disputes will be centred on quality of repair.

14. Framework Management Services

As per Schedule 3B Section 16 – framework management services

All services listed in Schedule 3B Section 16 apply with the exclusion of the calibration services which is not currently required. Any future requirement will be done via the variation process.

Framework Services description

- Obsolescence Report
- Technical queries
- Technical meetings aligned with Central Line
- Purchasing meetings aligned with Central Line
- Trend analysis and investigations
- Contract reports
- Daily conference calls aligned with Central Line
- Business hours telephone support
- Contract management

SCHEDULE 3E

THE SPECIFICATION – CENTRAL LINE CONTROL CENTRE

INDEX

1.0 INTRODUCTION

- 1.1 Software Definition, for this Contract
- 1.2 Software Configuration at Contract start
- 1.3 Hardware
- 1.4 Required Services
- 1.5 Abbreviations

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- 4.1 Overriding Requirement
- 4.2 Maintenance Philosophy
 - 4.2.1 Corrective Maintenance
 - 4.2.2 Systems Maintenance Support
- 4.3 Emergency Remedial Maintenance
- 4.4 Resources
- 4.5 Responses
 - 4.5.1 Other Responses
 - 4.5.2 Acknowledgements
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5.0 TECHNICAL QUERIES

- 5.1 Technical Query Form
- 5.2 Meetings
- 5.3 Equipment Modification
 - 5.3.5 Medial Packs
- 5.4 Test Equipment
- 5.5 Training
- 5.6 Escalation

APPENDICES AS FOLLOWS;

Appendix 1

FIGURE 1 – Block Schematic of Central Line Signalling Control System.

FIGURE 2 – Block Schematic of Central Line Train Simulator System

FIGURE 3 – Block Schematic of Central Line Maintenance Simulator System

Appendix 2

Subsystems of the ATS

Appendix 3

Subsystems of the TSS

Appendix 4

TQ's responses

THE SPECIFICATION – THE CENTRAL LINE

1.0 INTRODUCTION

1.1 Software Definition, for this Contract

All Applications, Databases, and System Configuration files for all Systems and Sub-Systems of the Central Line Signalling Control System (CL SCS) based at Wood Lane and the simulator facilities and the SER based signal control equipment as described in the Appendices. It shall not cover the signalling assets that are part of the overall Central Line System architecture such as Westrace.

The scope will cover the following SER sites: WER, RUG, NOR, NOA, EAB, WHC, MAA, HOL, LIS, LES, NEP, WOO, LOU, EPP, HAI, and GRH

(This is standard LUL nomenclature used to identify the station locations along the Central Line, for example, MAA identifies (MA)rble (A)rch, WER identifies (WE)st (R)uislip.)

The scope of the support Contract shall include timetable testing as and when required to ensure the timetable works with the control centre software.

The subsystems of the ATS in the scope of this contract are shown in Appendix 2

The Contractor shall consider subsystems shown in Appendix 1, 2 and 3 to be in the scope of this contract.

1.2 Software Configuration at Contract Start

The Software configuration of the Central Line Signalling Control System at start of this contract is post WCS Fan Phase 3.

1.3 Hardware

The hardware for the signalling control on the Central Line shall remain the responsibility of the Company.

1.4 Required Services

The Contractor shall supply as a minimum, the following services;

1. Remote Corrective Software Maintenance, changes and Support
2. Remote System Software Maintenance, changes and Support
3. Remote SW/HW Interface Advice and Support.
4. On site SW support at any site requested by the Company

1.5 Abbreviations

AIL	:	Application Interface Layer
ATS	:	Automatic Train Supervision System
C&I	:	Control and Information Department
CDG	:	Data Table contained with SW application
CER	:	Communications Equipment Room
CMF	:	Configuration Management Facility
CR	:	Software Change Request Form
EOL	:	Equipment on Loan (Company Owned Equipment)
FSE	:	Field Service Engineer
HW	:	Hardware
LSC	:	Local Site Computer
LUL	:	London Underground Limited
MIS	:	Management Information System

MSS	:	Maintenance Simulator System
REG	:	Train Regulation System
RMX	:	Operating System
SCS	:	Signal Control System
SER	:	Signalling Equipment Room
SW	:	Software
TQ	:	Technical Query Form
TSS	:	Train Simulation System

2.0 STANDARDS

The following are the standards that will apply to this Contract and any that were called up in the original supply Contract SP302

Owner	Standard	Title	Version	Date	Comment
LUL	1-199	Signalling and Signalling Control-Operation and Maintenance	A1	16 th October 2008	
LUL	1-203	Competence of personnel working on signal and signal control systems	A2	August 2008	
LUL	1-210	Safety related Software Engineering	A1	October 2007	
Rail Safety and Standards Board	N/A	Engineering Safety Management (Yellow Book)	4	N/A	
LUL	3-0401-P	Change Control Process			Reference Only

3.0 SYSTEM DESCRIPTION

3.1 See Appendix 1 for block schematic of the Signal Control System, which is the system covered under this specification that the SW under this contract either controls and/or runs on.

3.2 The SW to which this Specification applies shall operate on Central Line Signal Control System HW on or about the track, or adjacent to London Underground Limited stations. The majority of the electronic equipment is located in Signalling Equipment Rooms (SERs) adjacent to each station platform and or within the Central Line Control Centre.

3.3 It shall also apply to the Central Line Train Simulation System sited at Wood Lane Signal Control Centre and the Central Line Maintenance Simulator System currently based in Contractors premises.

3.4 The systems described in the Appendices are, critical to the Railway, required for the safe, efficient and long term handling of all Train Operations and are integral to One Person Operation and Automatic Train Operation / Automatic Train Protection.

4.0 REQUIREMENTS

4.1 Overriding Requirement

4.1.1 The Contractor is to provide Services to support the overall maintenance, functionality, performance and reliability of the SW that controls and operates the Signal

Control System HW equipment covered in the Appendices such that they remain compliant as specified and called up in section 2 Standards.

4.1.2 The Contractor shall make available SW engineers (or the equivalent thereof), , to perform Services as requested from time to time by the Company.

4.1.3 The Contractor will make available a project manager or commercial manager to attend meetings and manage the Contract on their behalf.

4.1.4 The Contractor shall provide the Services during normal office hours only unless otherwise agreed on a case by case basis. Where normal working hours is between 8am and 4:30pm Monday to Friday excluding bank holidays and the Contractors shut down. If out of hours support is required then this can be negotiated prior to the required support and varied under the terms of this contract.

4.1.5 The Contractor will manage absence to minimize the occasions where both resources are unable to provide urgent support.

4.1.6 The Contractor is to support the Company in the training of the Engineers, in accordance with Company priorities, during the period of this Contract. In order that logs can be interpreted and better understood, further enabling software to be improved and developed. The Contractor is to support the Company in the coaching / training of the Company's FSE's and SW Engineer.

4.1.7 SW Change Requests - to the Central Line Signal Control System and its associated Simulators are to be written and designed as agreed between the Company and the Contractor. These changes may be for corrective purposes/improvements/enhancements.

4.1.8 System Logs - Analysis of SW and system logs of the Central Line Signal Control System and its associated Simulators, when requested, for the purpose of investigating associated system failures, including ad hoc advice via telephone or email to nominated persons.

4.1.9 Following analysis, and where a specific problem has been identified, the Contractor shall provide the Company with a formal recommended remedial solution to resolve the problem.

4.1.10 The Contractor is to support the Company in the coaching / training of the Company's FSE's and SW Engineer.

4.2 Maintenance Philosophy

4.2.1 Corrective Maintenance

This covers the rectification of faults for software related issues.

It also covers the analysis of any Central Line Signal Control System data logs to clarify causes of any other Central Line railway associated fault, when appropriate or possible.

4.2.2 System Maintenance Support

On occasions there may be a requirement to provide advice and support and modify or enhance the systems software. The Contractor may be requested to write and design any software changes. The Contractor shall provide advice and support on SW compatibility with new HW.

4.2.2.1 The Contractor may be requested to give advice on SW compatibility with any hardware that is proposed for use, and how this will interface with any software changes to the Signal Control System.

4.2.2.2 If the Contractor identifies during the normal work of this Contract, an improvement to the SW for the system, the Contractor should notify the Contract Manager and await further instruction.

4.2.2.3 The Contractor may be requested from time to time to visit in person any of the Company's locations as detailed in this scope to install/ reinstall software. As such the Contractor will provide all the Equipment and resources to do so.

4.3 Emergency Remedial Maintenance

4.3.1 In the event of an emergency situation arising, the Company shall nominate two to three contact persons from within C&I Group, dependent upon circumstances to liaise with the Contractor for the issue.

4.3.2. Upon receipt the Contractor will 1) review the data, 2) confirm if they can comply with it, 3) confirm the date by which time they will complete the task.

4.3.3 Once the initial contact has been made any follow up calls made between the Company and the Contractor may be made direct between the Contractors advisor and the nominated relevant person, but shall be formalised in writing by email and copied to the nominated Company Contract Manager and the Contractors Project Manager so that a record of all communications may be retained.

4.3.4 It will be the Contract Manager or their designated deputy's responsibility to advise of the urgency of the request. Subject to this advice the Contractor will use all reasonable endeavours (under the terms of this contract) to redirect staff to undertake analysis of the data logs in accordance with the Company's requirements.

4.3.5 It will remain the responsibility of the Company to ensure that for each instance all relevant logs are made available to the Contractor in order that a full analysis can be undertaken.

4.3.6 In the event that emergency log analysis is requested, all other outstanding works orders shall be frozen by the Contractor until such time as the emergency analysis has been completed to the satisfaction of the Company.

4.4 Resources

4.4.1 Prior to the commencement of this Contract the Contractor shall provide resources that meet the standards called for Details of each labour resource, is to be detailed by issuing CV's and training records.

4.4.2 The Contractor shall provide a program detailing future works as agreed by the Company.

4.5 Responses

a) Response to advice request and activity reporting shall be agreed, such that: work done and Contractor performance can be analysed.

b) Response timescales for any Software Change Requests for the system, raised by the Contractor, will be processed by order of priority or urgency as agreed with the Company.

- c) However, for SW Change Request that have been identified as an urgent situation, the Company will reprioritise the work such that the urgent work takes priority and aim to complete within one month maximum, provided the complexity of the modification allows for such a time scale to be achieved or to a time scale mutually agreed.
- d) Response Timescales for System Log Queries or Advice on Railway Incidents will take highest priority, or as instructed by the Company - Upon being issued with the appropriate logs,
- e) A written acknowledgment of the request with a preliminary report of the findings shall be sent within a maximum of 2 working days.
- f) A written result of the request shall be sent within a maximum of 5 working days for routine enquires.
- g) However, for emergency enquires/ situations (i.e. those of a safety or with a significant impact on system performance), the Company will require an immediate acknowledgement of the request and analysis work should begin immediately.
- h) Initial immediate phone advice, where appropriate, should be provided to the Company's FSE's. A written result of the emergency request should be completed within 24 hours.

Technical Queries – Response Level

The Contractor shall provide written responses to TQ's as shown in Appendix 4.

4.5.1 Other Responses

A list of Contractor response time requirements for 'acknowledgement and follow up' response by telephone or by e-mail is shown in Appendix 4.

On the Contractor being issued with appropriate logs the Contractor shall meet the timeliness and reporting requirements as shown in Appendix 4.

4.5.2 Acknowledgements

Once work has been issued to the Contractor the Company requires an Acknowledgment. This will follow on from the Contractor being issued with appropriate logs. The Contractor shall meet the timeliness and reporting requirements as detailed in Appendix 4:

4.6 Process

The process by which the software updates will be managed between the parties is as follows:



Central Line Software Change and Implementation Process

4.7 Documentation

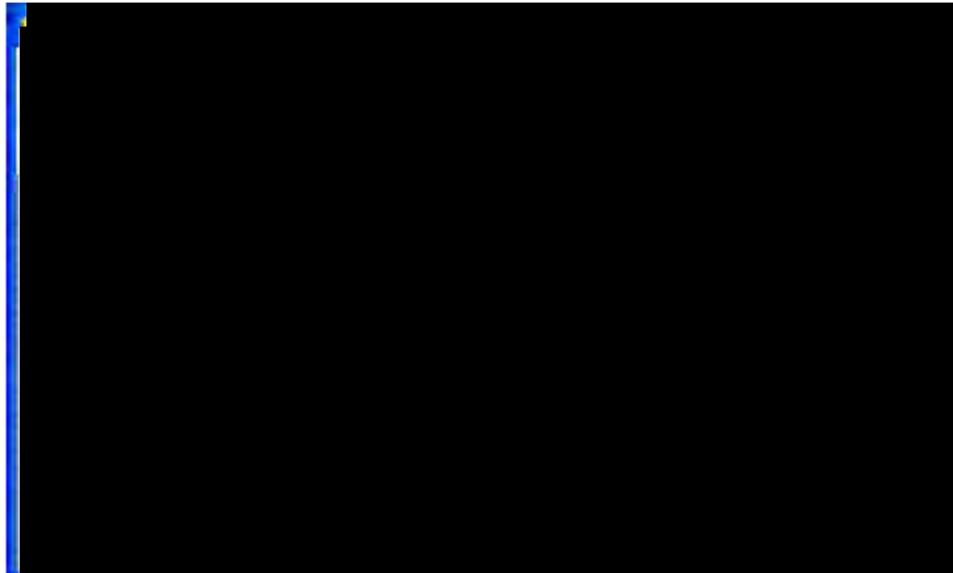
Reporting of Faults or System Enquiries.

- 4.7.1 For software and system log queries or advice calls for any railway incidents involving the Signal Control System, an email shall be raised by the Company in order to detail the actions to be taken and record the start and end date of the works.
- 4.7.2 Any relevant logs shall be sent to the Contractor's Project Manager and a designated SW Engineer. This will be by email and/or drop box.
- 4.7.3 Within two working days of receiving log analysis queries or advice calls, the Contractor shall complete a written preliminary report and return to the Company's Contract Manager or designated deputy or Engineer. This will be by email and/or fax. The Contractor is to assume that log analysis takes the highest priority unless otherwise advised by the Company.
- 4.7.4 A copy of the final report shall be submitted by the Contractor's Project Manager to the Company's Contract Manager or designated deputy or Engineer with an aim of five working days maximum, unless otherwise advised.
- 4.7.5 **Software Change Requests History** - An updated list of the history of all Change Requests, date raised, reason, priority, planned start, planned end dates and implementation date shall be kept up to date and issued to the Company when requested.
- 4.7.6 **Software Change Requests Procedure** - Any Software Change Requests for the system, raised by the Company, or by any third party must first meet the Company Contract Manager's approval.
- 4.7.7 **Software Configuration Record** - It is required that the current software system configuration is kept up to date at all times. Any changes made must be reported to both the Company's Contract Manager and the Contractor's Project Manager.
- 4.7.8 Where available the Contractor is to provide the Company with copies of all software and hardware manuals/documents that were included in the deliverables of contract SP302.
- 4.7.9 The Contractor will provide to the Company copies of updated controlled documents
- 4.7.10 When the Contractor issues a software upgrade pack the Contractor shall be responsible for ensuring the documentation supplied is compliant with the format of the current Company change control procedures
- 4.7.11 When the Contractor performs a delivery of software update/s; the Contractor shall prepare a documentation set to accompany the software media as specified in the table below unless specified otherwise by the Company in writing.
- 4.7.12 Documentation supplied with each mod pack is as follows (note not all documents supplied by the Contractor have official names and hence may not all be listed here)

Contractors Document Name	Title of document (if any)	Notes
Ats-m8.5ChangeApprCert	(x1 Form) LUL Nominee BCV Ltd Management System Procedure CHANGE APPROVAL CERTIFICATE 3-0401-F2	(ATS Specific) Submitted by the company requiring a change, tracked for approval signatures. This form is signed internally by the Company to provide 'part' approval to the WOL FSE to proceed with the installation. Approval signatures are required in the following areas: Maintenance: Assurance: LUL Representative: Project (if applicable): Installer:
Ats-m8.5Request	(x1 Form) LUL Nominee BCV Ltd Management System Procedure CHANGE REQUEST FORM 3-0401-F1	(ATS Specific) Submitted by the company requesting a change.
m8.5 Supporting Documents	Untitled (PDF document)	Untitled, contains a collection of the relevant information which support the change, to include but not limited to TQ's, CRs, extracts from the Contractors technical manuals.
Tssm8.5Checklist	TSS Installation Checklist (Spreadsheet)	(TSS Specific) Untitled, provides the stepwise instructions to be performed by the installer
Ats-m8.5Checklist	ATS Installation Checklist (Spreadsheet)	(ATS Specific) Untitled, provides the stepwise instructions to be performed by the installer
Ats-m8.5SubsystemsAffected	Untitled (Spreadsheet)	(ATS Specific) Untitled, identifies for each CR the subsystem which is affected by the change and whether the change is application, data or other.
ProposedAts-m8.5Config	Untitled (Spreadsheet)	(ATS Specific) Untitled, provides the detailed configuration of software items for all subsystems after the installation of software changes has been completed.
Tss-m8.5ChangeApprCert	(x1 Form) LUL Nominee BCV Ltd Management System Procedure CHANGE APPROVAL CERTIFICATE 3-0401-F2	(TSS Specific) Submitted by the company requiring a change, tracked for approval signatures. This form is signed internally by the Company to provide 'part' approval to the WOL FSE to proceed with the installation. Approval signatures are required in the following areas: Maintenance: Assurance: LUL Representative: Project (if applicable): Installer:

Ats-m8.5ModPack	ATS-m8.5, Maintenance Release, Mod-Pack Info	A letter to C&I Control Systems Engineering Manager, the LU Service Control Manager, C&I Change Owner introducing the change and specifying any special considerations to be made.
Ats-m8.5Testsheets	(x Many Forms) LUL Nominee BCV Ltd Management System Procedure CHANGE CONTROL TEST SHEET 3-0401-F3	(For TSS and ATS) The collection of 3-0401-F3 forms which detail the tests to be applied for the software installation, each signed and witnessed for later audit trail.
ProposedTss-m8.5Config	Untitled (Spreadsheet)	(TSS Specific) Untitled, provides the detailed configuration of software items for all subsystems after the installation of software changes has been completed.

4.7.13 Documentation is supplied via the Contractors Server which the Company download the mod pack from. Typically this looks like:



4.8 Business Continuity

The company will retain its own backup however to avoid interruption of Services, the Contractor shall also safeguard all deliverables which are associated with these services and has an obligation to hold at a remote location, separate from the Contractor's main site, a backup of all software, documentation and media etc that it relies upon to perform the Services.

4.9 Reports

4.9.1 The Contractor shall provide the following information in accordance with the Company's Contract Manager's accepted procedures and arrangements, at quarterly intervals:

- a) An up to date list of Change Requests with their current progress and status, reported on a monthly basis.

- b) A full asset list of the software proposed to be installed on all Central Line Signal Control Systems, including SCS, TSS and will be provided with each maintenance release.
- c) Any changes made to the hardware on the Central Line Maintenance Simulator System currently based at the Contractors premises will be reported to the Company as needed.

4.9.2 The Company shall provide the following information as and when the need arises:

- a) The Company will inform the Contractor's Project Manager if the Company change/roll back the SW as this may affect the Software Configuration Record.
- b) A full and up to date asset list of the software on all Central Line Signal Control Systems, including SCS, TSS and MSS

4.9.3 The Contractor shall provide written responses to the control and Information TQ's raised by the Company to include at a minimum the information as detailed in the Section entitled Responses

Change Requests

The Contractor shall:

- a) Be solely responsible for developing solutions to SW change requests (CRs).
- b) Close the CR when the software update is released to the Company and successfully installed on ATS.
- c) Provide all copies of CRs raised
- d) Send a copy of the Software Change Requests History document to the Company as required.

4.9.4 Whenever the Contractor receives a request for CRs to progress, the Contractor shall always aim to identify any related CRs ('value added CRs') which would most efficiently be completed by taking the opportunity to include them in the same mod pack

4.9.5 It will agree with the Company a delivery date for a mod pack identified by CRs specified by the Company subject to priority changes which will be agreed between the parties

4.9.6 Occasionally, under urgent remedy conditions, the Company shall require a CR to be completed in a period of no later than one (x1) month and the Contractor shall within two (x2) days by return of e-mail confirm agreement to these timescales or alternatively provide the best achievable timescale with a justification statement as to why the 'month timescale' cannot be met.

4.9.7 All technical correspondence and written agreements, except where expressly directed elsewhere, between the Contractor and the Company in carrying out this contract shall be transmitted by e-mail or otherwise by fax.

5.0 TECHNICAL QUERIES

5.0 The Contractor will provide as part of the Contract charges a service which provides formal technical responses to technical queries that the Company may have from time to time.

5.1 The Company will complete form “*Procedure Manual Section 1 – General TECHNICAL QUERY Form No. CLF-FOR-GEN-005*” and submit this to the Contractors nominated representative

- The Contractor will receive the request via email from the Company
- The Contractor will investigate the query raised by the Company
- The Contractor will formally respond to the query within 4 weeks from its issue date unless otherwise requested by the Company

5.2 Following analysis, and where a specific problem has been identified, the Contractor shall aim to identify in the first instance, if correct to do so, a 'procedural or otherwise workaround' which shall aim to remedy in the short term issue while a full longer term software change, if required, is being progressed.

Technical Query Meetings

The Company and the Contractor will hold where they are open, monthly technical meetings reviewing all the existing and new technical queries raised by the Company.

The following will apply:

Meeting Title	Monthly Technical Meeting
Meeting Location	The Companies location, typically White City Sidings Complex
Meeting Duration	Max 2 hours
Meeting Frequency	Once per calendar month
Contractor Attendees	Where applicable 1 x Commercial 1 x Technical
Travel Costs	Included in overall contract price
Sustenance Costs (where applicable)	To be provided by the Company as and when applicable
Typical Agenda	<ol style="list-style-type: none"> 1. Review of outstanding TQ's and actions to close out 2. Review of new TQ's and actions to close out 3. Prioritisation of TQ's 4. Review and Agreement of implementation plan 5. AOB 6. Next Meeting Date

5.3 Equipment Modification

5.3.1 Media Costs

Where the Contractor provides for on site installation of the SW with their own employees, and as such brings the SW to site on media, CD's, disks, dat tapes, floppy disks etc. the Company will pay a reasonable cost for these to the Contractor. The Contractor will submit their claim via the process defined in Schedule 4A

5.3.2 The Company may wish to modify the system and/or Equipment to a new standard for operational reasons or to overcome recurring defects and improve reliability or overcome obsolescence.

5.3.3 Such modifications may be significant and hence will be treated as outside the core scope of this contract and for which the Contractor will provide quotations to implement. Such modifications may require:

- Additional resource to that specified in the contract, or
- Extension to the specified timescales.
- The contract variation procedure may be utilised.

5.3.4 Should the Contractor be authorised to proceed with such works, these changes shall be managed and executed in accordance with the current Company Change Control process

5.3.5 Media Packs

The Contractor may be from time to time requested to supply an installation or media pack for installation or re installation which would typically be a SW update pack/s, these will include the SW, the supporting documentation and the media and anything that may be reasonably inferred.

5.4 Test Equipment

5.4.1 The Contractor will have the use of one simulator of the Signalling Control System. This MSS simulator, (Maintenance Simulator System), shall be located at the Contractors premises. It shall remain the property of the Company. The Contractor will maintain and repair the MSS simulator, however in the event of the MSS simulator failing, the Contractor is not responsible for holding spares and as such the Company will be informed of the failure and made aware of the parts that need replacing.

5.4.2 A trained Company Engineer will attend to do a maintenance check on the MSS, once per year.

5.4.3 The MSS may not be used for work outside of this contract without seeking written permission from the Company's Contract Manager.

5.4.4 The MSS may have temporary changes on it, prior to the Company's Contract Manager's approval, for the purpose of design to improve system reliability and functionality. Any configuration changes must still be recorded.

- This may be temporary SW changes.
- This may be temporary HW changes.

5.4.5 However, for any permanent HW or SW changes, approval from the Company's Contract Manager must be obtained. Any changes to configuration must still be recorded.

5.4.6 On completion or termination of contract, the Company maintains the responsibility of removing the MSS from the Contractor offices within one month.

5.4.7 The Contractor shall first decommission any connections to it.

5.4.8 The Contractors Project Manager shall provide access at an agreed date and time with the Company's Contract Manager.

5.4.9 The Contractor, when submitting or making available SW updates to the Company is not always able to comprehensively test using the Company's MSS and so will advise to the Company, for each SW update the following two test states:

- Full Factory Acceptance tests
 - For FAT confirmation that the SW has been fully tested to the test plan and tested via the MSS.
- Limited Factory Acceptance tests
 - In these circumstances the Contractor will advise, per submission:
 - What area of tests has not been completed
 - What the risks are to the Company
 - What mitigation it recommends the Company should take in these circumstances

5.4.10 For the purpose of design to improve system reliability and functionality, the Contractor shall acknowledge that the EOL may have temporary changes made by the Contractor to software or hardware.

5.4.11 For the avoidance of doubt, a temporary change made to the EOL by the Contractor shall be any change to hardware or software which becomes continuously applied to the EOL for a period of not more than 5 business days.

5.5 Training

Training will be supplied by the Contractor in the two following ways:

5.5.1 Formal Training

The Company require the Contractor to provide at its request formal training of its personnel. These are defined in Schedule 11.

Central Line Software Support – Training Requirements

Any additional or variant of the formal training above and not identified herein will be specifically requested by the Company or the Contractor whom upon its request will review and will cost up the requested training by way for a formal quotation to the Company. Upon receipt of that, should the Company wish to proceed it will formally commit to that by way of a variation.

5.5.2 Informal Training

As part of the regular contract review or technical meetings between the Contractor and Company the Contractor will provide as part of the costs of this Contract “on the job training”. This will not be classed as formal training but will cover such day to day advice, hints and tips as may be necessary to assist the Company to remedy small faults or to pass general knowledge and information about the system to resolve issues and provide better understanding outside of the formal training that Company may encounter.

This would be provided by one or, both of the two Engineers that the Contractor will be providing under this Contractor.

5.6 Escalation

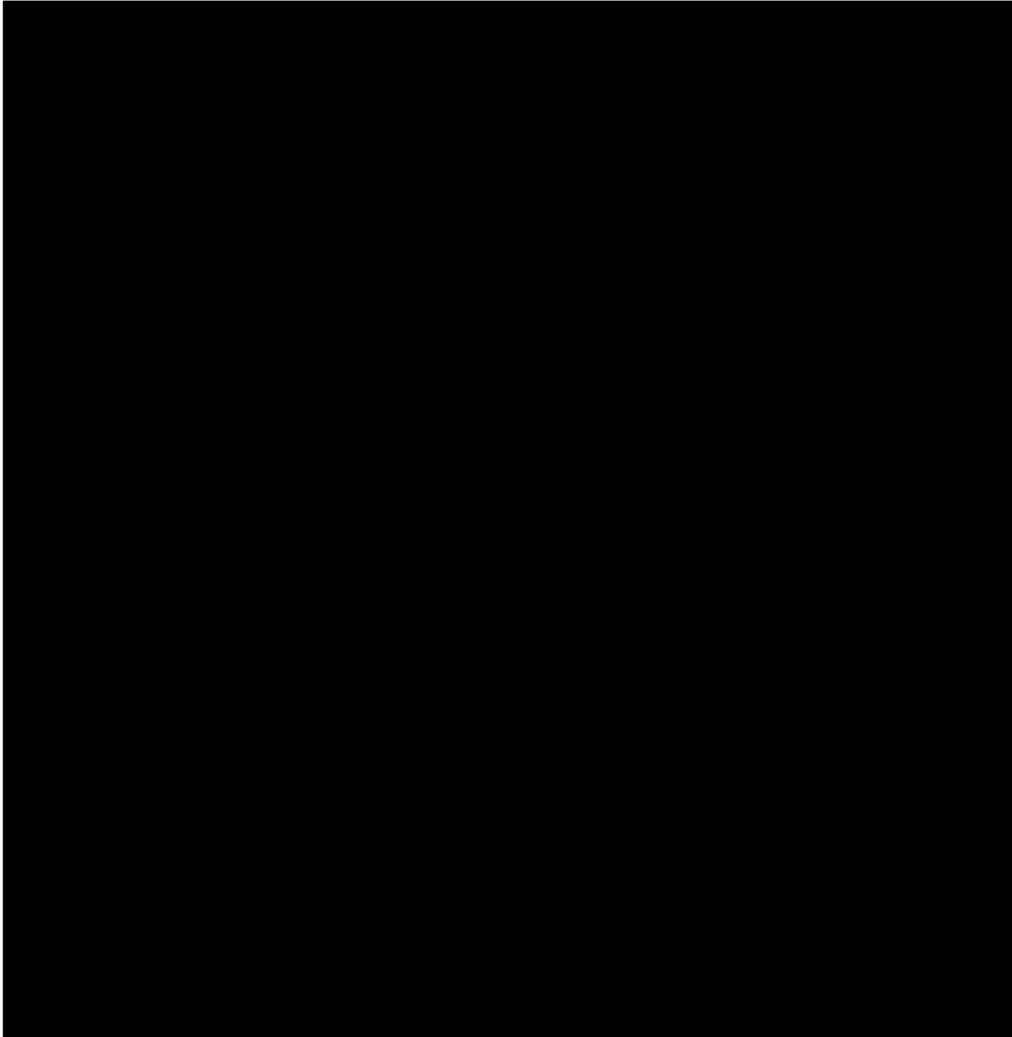
The Contractor shall provide three (x3) contact telephone numbers for a total of three escalation levels through to Contractor director level.

The Contractor may directly contact the FSE staff at WOL by telephone; the Contractor shall ensure that no instructions are given to the FSE over the telephone to perform unless:

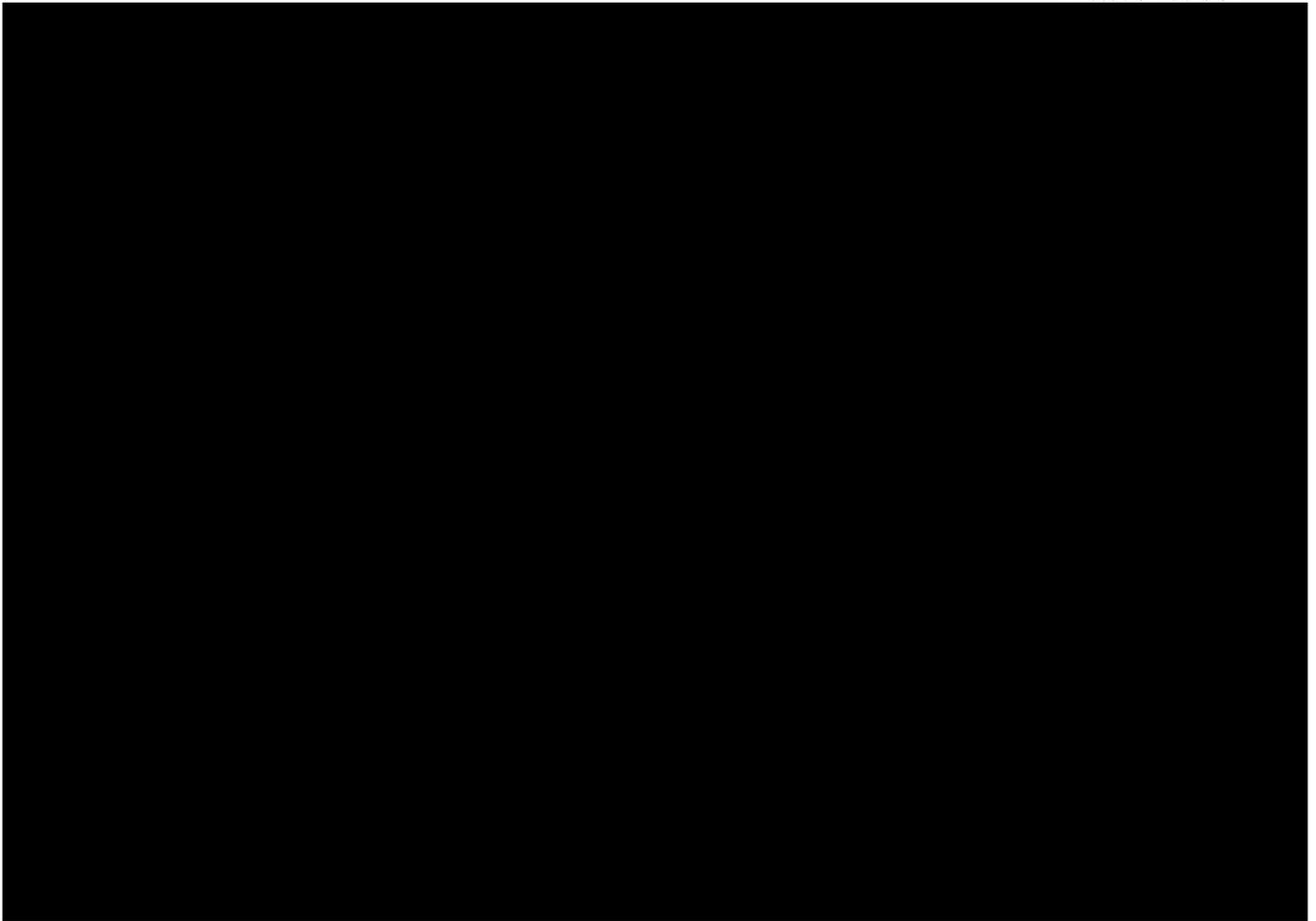
- a) Those instructions have previously been sent to the FSE by e-mail,
- b) Prior agreement has been obtained from the Company to allow the Contractor to instruct the FSE directly without e-mail on this specific occasion.

APPENDIX 1

**FIGURE 1
BLOCK SCHEMATIC OF SIGNALLING CONTROL SYSTEM**







APPENDIX 2

THE SUBSYSTEMS OF THE ATS IN THE SCOPE ARE AS FOLLOWS:



APPENDIX 4

Written responses to TQ's

Technical Query Form

Area	Requirement
Unique Technical Query No.	A unique and incremental identifier, to be managed by the Company.
TQ for attention of details	The full name, address, post code, telephone number of the Contractor's representative who shall formally receive the TQ on behalf of the Contractor
Please reply to details	The full name, address, post code, telephone number of the Company representative who shall formally receive the TQ response on behalf of the Contractor
Originator's details	The name of the originator of the query.
Date the TQ is raised	The date that the TQ was submitted for sending to the Contractor.
Equipment Involved	Typically shall read 'Central Line ATS (Automatic Train Supervision) System, unless a query is raised regarding a related project, including EIDS.
Title	A short title by which the query may easily be identified.
Query Detail	The Company shall aim to provide a background section and then to provide a query which aims to be specific and concise.
For further information contact details (two required)	Two (x2) names to be provided who are likely to be able to provide further background regarding the query, if required.
Timescale request to Contractor	Shall be marked 'URGENT' or 'NON-URGENT' and shall include a reminder of the expected timescale for the response of the Contractor, in accordance with any current Software Support Contract requirements.
Authorising Signature	The Company representative who is responsible for formally issuing the TQ to the contractor shall provide a signature.
Date of Authorising Signature	The date that the Company representative who may formally issue the TQ to the Contractor provided the signature.
Electronic Format	TQ responses sent electronically to the Contractor shall be in PDF format.

Response to Technical Query Form

Area	Requirement
The Technical Query No.	A cross reference to the TQ form on which the query is documented.
Date TQ was Raised	That date which does appear on the TQ form on which the query is documented.
Date this response was sent	The date that the TQ response was submitted for sending to the Company
Subject	That title which does appear on the TQ form on which the query is documented.
Summary text of the query raised	A short summary of the understanding of the query raised shall be provided.
Response textual description	The formal and as detailed as necessary response to the query raised.
Further Action	The next steps leading on from this query response, if any, which are recommended by the Contractor.
Authorising Signature	
Date of Authorising Signature	The date that the Contractor representative issues the TQ response to The Company
Electronic Format	TQ responses sent electronically shall be in PDF format.