

- 30.4. The Company's Insurances shall be in effect for the duration of the Works at the Site and shall be in the joint names of the Company and the Contractor and any other contractors or subcontractors of any tier engaged in carrying out the Works on the Site.
- 30.5. The Company shall provide a copy of the Company's Insurances policies to the Contractor prior to the commencement of each Contract.
- 30.6. The Contractor shall provide satisfactory evidence to the Company prior to the Framework Commencement Date and within one (1) month of renewal or when requested by the Company that the Contractor's Insurances have been effected and are in full force and effect and if so required produce the insurance policies for inspection and receipts for payment of the current premiums.
- 30.7. The Contractor shall notify the Company immediately of its inability to obtain any of the Contractor's Insurances, the cancellation of any of the Contractor's Insurances, or its inability to renew any of the Contractor's Insurances.
- 30.8. If the Contractor fails to maintain the insurance policies as provided in this Clause 30, the Company may effect and keep in force any such insurance and pay such premium or premiums at commercially competitive rates as may be necessary for that purpose and from time to time deduct the amount so paid from any monies due or which become due to the Contractor or recover the same as a debt due from the Contractor.
- 30.9. The Contractor must comply with the terms and conditions of the insurances and all reasonable requirements of the Company's and the Contractor's insurers, including (without limitation), in connection with the prosecution and settlement of claims, the recovery of losses and the prevention of accidents. The Contractor must bear the cost of all exclusions and limitations under the Company's Insurances and the Contractor's Insurances.
- 30.10. The Contractor shall comply and shall ensure that its subcontractors comply with the requirements of the Company's claims handling procedures and the Contractor shall not compromise, settle or waive any claim which the Contractor may have under the Company's Insurances without the prior written consent of the Company.

31. Confidentiality

- 31.1. The Contractor undertakes to keep confidential and not to disclose to any third party (without the prior written consent of the Company) any Confidential Information supplied by the Company to the Contractor and shall use such information only for the purpose of the performance of his obligations under this Agreement and each Contract.
- 31.2. On the Company's request, the Contractor shall, so far as is reasonably possible:

- (a) transfer onto hard copies or other media in industry standard format and programming languages and deliver to the Company any Confidential Information in its possession or control supplied by the Company to the Contractor;
- (b) return to the Company all copies (whether hard copy or other media) of such Confidential Information; and
- (c) destroy, erase or otherwise expunge from its records, systems, databases or other forms of archive all such Confidential Information save to the extent that information needs to be retained for statutory purposes or tax purposes.

31.3. The Contractor shall ensure that all his subcontractors, suppliers, employees and agents perform his obligations in Clauses 31.1 and 31.2 as if they were the Contractor, and the Contractor shall be responsible to the Company for any act or omission by his subcontractors, suppliers, employees and agents in breach of such obligations.

31.4. The Contractor shall notify the Company promptly if the Contractor becomes aware of any breach of confidence by a subcontractor, supplier, employee or agent and shall give the Company all assistance the Company reasonably requires in connection with any proceedings the Company brings, or other steps the Company takes, against that subcontractor, supplier, employee or agent for such breach of confidence.

31.5. The Contractor shall not (and shall procure that its employees, agents, subcontractors and suppliers shall not), either alone or jointly with others, publish any material relating to the Company, the Company's Representative, this Agreement, any Contract or the Works without the prior written consent of the Company.

31.6. The Contractor shall not (and shall procure that its employees, agents, subcontractors and suppliers shall not), either alone or jointly with others, make any press, television, radio or other media announcement or give any interview in connection with this Agreement, any Contract or the Works without the prior written consent of the Company to such announcement or interview and its content.

31.7. The provisions of Clauses 31.1 to 31.6 shall not apply:

- (a) to any information which is already in the public domain at the time of its disclosure other than by breach of this Agreement or any Contract; or
- (b) to any information which is required to be disclosed to the extent required by any applicable law, the regulations of any recognised stock exchange, any taxation authorities or by order of a court or other tribunal of competent jurisdiction or any relevant regulatory body.

31.8. The Contractor acknowledges that damages would not be an adequate remedy for any breach of this Clause 31 by the Contractor and that (without prejudice to all other remedies to which the Company may be entitled as a matter of law) the Company shall be entitled to any form of equitable relief to enforce the provisions of this Clause 31.

32. Freedom of Information

32.1. For the purposes of this Clause 32:

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

"Information" means information recorded in any form held by the Company or by the Contractor on behalf of the Company; and

"Information Request" means a request for any Information under the FOI Legislation.

32.2. The Contractor acknowledges that the Company:

- (a) is subject to the FOI Legislation and agrees to assist and co-operate with the Company to enable the 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.

32.3. Without prejudice to the generality of Clause 32.2 the Contractor shall and shall procure that its subcontractors (if any) shall:

- (a) transfer to the Company's Representative (or such other person as may be notified by the Company to the Contractor) each Information Request relevant to this Agreement or any Contract, the provision of Works or any member of the TfL Group that it or they (as the case may be) receive as soon as practicable and in any event within two (2) Working Days of receiving such Information Request; and
- (b) in relation to Information held by the Contractor on behalf of the Company, provide the Company with details about and/or copies of all such Information that the Company requests and such details and/or copies shall be provided within five (5) Working Days of a request from the Company (or such other period as the Company may reasonably specify), and in such forms as the Company may reasonably specify.

32.4. The Company shall be responsible for determining whether Information is exempt information under the FOI Legislation and for determining what Information 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 Company.

33. Data Transparency

33.1. The Contractor acknowledges that the Company is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 31 and Clause 32, the Contractor hereby gives its consent for the Company to publish the Contract Information to the general public.

33.2. The Company may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the Company may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation. The Company may in its absolute discretion consult with the Contractor regarding any redactions to the Contract Information to be published pursuant to Clause 33.1. The Company shall make the final decision regarding publication and/or redaction of the Contract Information.

34. Dispute Resolution

34.1. Any question, dispute, difference or claim (a "**Dispute**") shall be resolved in accordance with this Clause 34.

34.2. The Parties shall use their reasonable endeavours to resolve any Dispute by a meeting between a suitably qualified and duly authorised representative of the Company and a suitably qualified and duly authorised representative of the Contractor (together the "**Nominated Representatives**") which shall be convened to discuss such Dispute within fourteen (14) days of notification in writing by one Party to the other of a matter in dispute.

34.3. If the Dispute has not been resolved within twenty-eight (28) days after the date of a meeting between the Nominated Representatives in accordance with Clause 34.2 (or if no such meeting was convened within twenty-eight (28) days after the date on which notification was served by one Party on the other), the Dispute shall be referred as soon as practicable to the Company's Contracts and Procurement Manager and the Contractor's Managing Director or in the absence or unavailability of these personnel, persons of similar status deputised to resolve disputes on behalf of their respective companies.

34.4. If the Dispute has not been resolved within twenty-one (21) days of it being referred to the Company's Contracts and Procurement Manager and the Contractor's Managing Director or their deputies in accordance with Clause 34.3 either Party may refer the matter for resolution in accordance with the provisions of Clause 34.6.

34.5. Clauses 34.1 to 34.4 are subject to either party's rights (if any) under the HGCRA to refer a Dispute to adjudication at any time. Any such adjudication shall be in accordance with the Company's Adjudication Rules. For the purposes of this Clause 34, "**Adjudication Rules**" means the most recent edition of the Company's adjudication rules on the date of the notice referring adjudication.

34.6. If a Dispute is not resolved in accordance with Clauses 34.1 to 34.4, either Party may serve notice referring any Dispute arising out of, under or in connection with this Agreement or any Contract to adjudication to be settled in accordance with the Adjudication Rules.

35. Corrupt Gifts and Payments of Commission

35.1. The Contractor undertakes that it shall not and procures that its subcontractors and agents shall not enter into or offer to enter into any business arrangement with any servant, employee, officer or agent of the Company other than as a representative of the Company without the Company's prior written approval.

35.2. The Contractor undertakes that it shall not, and shall procure that its subcontractors and agents shall not commit any Prohibited Acts or cause the Company to commit any equivalent act.

35.3. The Company shall have the right to audit any and all such records necessary to confirm compliance with this Clause 35 at any time during the duration of this Agreement and each Contract and during the twelve (12) year period following expiry or termination of this Agreement and each Contract.

36. Assignment, Novation and Subcontracting

36.1. The Contractor shall not assign, novate, transfer or sub-contract any of its rights or obligations under this Agreement or any Contract or any part thereof without the prior written consent of the Company.

36.2. The subcontracting of all or any part of the Works to a Subcontractor shall not relieve the Contractor of its obligations to perform the Works under this Agreement or any Contract. The Contractor shall remain responsible for the acts, defaults, omissions and negligence of any Subcontractor or assignee and for the employees, directors, agents and representatives of the Contractor, its Subcontractors or assignees as if they were the acts, defaults, omissions or negligence of the Contractor.

36.3. The Company may novate, assign, transfer or sub-contract this Agreement and/or any Contract (or any part thereof) to any person at any time without the consent of the Contractor, provided the Company has given prior written notice to the Contractor.

36.4. Within seven (7) days of any written request by the Company to the Contractor, the Contractor shall execute a deed of novation in the form set out in Schedule 7.

36.5. Subject to the Company's prior written consent pursuant to Clause 36.1, where the Contractor subcontracts any or all of the Works, the Contractor shall include in each Subcontract (and procure that its subcontractors include in each of their subcontracts) payment terms substantially similar to those set out in Clause 19 (*Payment*).

36.6. On or before the Contract Commencement Date (as the case may be), the Contractor shall notify the Company in writing of the name, contact details and details of the legal representatives of any Subcontractor, to the extent such information has not already been provided by the Contractor to the Company. The Contractor shall also immediately provide to the Company in writing the name, contact details and details of the legal representatives of each new Subcontractor which the Contractor subsequently involves in the Works after the Contract Commencement Date.

36.7. The Company reserves the right to verify whether there are any grounds for excluding any Subcontractor under Regulation 57 of the Public Contracts Regulations 2015. Where necessary for the purpose of the Company's exercise of its right under this Clause 36.7, the Company may request that the information provided by the Contractor under Clause 36.7 shall be accompanied by one or more European Single Procurement Document(s) (within the meaning of Regulation 59 of the Public Contracts Regulations 2015) in respect of the relevant Subcontractor(s). Further, the Company:

36.7.1. shall require that the Contractor replace any Subcontractor in respect of which the verification has shown that there are compulsory grounds for exclusion under Regulation 57 of the Public Contracts Regulations 2015; and

36.7.2. may require that the Contractor replace any Subcontractor in respect of which the verification has shown that there are non-compulsory grounds for exclusion under Regulation 57 of the Public Contracts Regulations 2015.

36.8. The Contractor shall promptly notify the Company of any circumstances from time to time that might give rise to a right of the Company to require replacement of a Subcontractor pursuant to Clauses 36.7.1 or 36.7.2.

36.9. The Company shall have no obligation to make any termination or compensation payment in respect of any termination pursuant to Clauses 36.7.1 or 36.7.2.

37. Change of Control

The Contractor shall not without the prior written consent of the Company implement any change of ownership of the Contractor where such change relates to fifty per cent (50%) or more of the issued share capital of the Contractor.