SCHEDULE 1

AGREEMENT PARTICULARS

Date of Commencement: *[insert]*

Designated Project Manager: *[insert]*

Duty Operations Engineer: *[insert]*

Time for correction of Defects: 2 weeks or such other timescale as the Parties may agree in writing.

Exchange rate: Canadian Dollars $1.89 : £1 Pound Sterling

SCHEDULE 2

SUPPORT FEES AND PAYMENT PROCEDURE

The Support Fees payable for the Services shall comprise the following rates and charges (in each case as the same may be amended from time to time in accordance with clauses 3.5 and/or 29):

Start-up Fee	Fee payable
	[redacted]

Charges for the Standard Support Service

The rate for the Standard Support Service shall comprise the following elements:

Service	Fee payable
Provision of: An annual update to the spares & repairs catalogue in accordance with paragraph 2.4.1 of the specification. 100 log analysis events per annum in accordance with paragraph 2.5 of the specification. 150 hours of technical support per annum in accordance with paragraphs 2.6 and 2.8 of the Specification. An annual update to the obsolescence and technology management report in accordance with paragraph 2.7 of the specification. Maintenance of the clients test bed and simulator equipment held by the supplier in Canada in accordance with paragraph 2.9 of the specification. Attendance at monthly client meetings in accordance with paragraph 2.10. The FRACAS service in accordance with paragraph 2.10.1. The annual performance review in accordance with paragraph 2.10.2 of the specification. The design authority service in accordance with paragraph 2.12 of the specification.	[redacted]
Provision of: The spares and repairs service in accordance with paragraph 2.4 of the Specification	Charged in accordance with the approved Spares and Repairs Catalogue in force at the time the relevant order is placed or, where the Client requires the repair, overhaul or supply of Spares, Materials and Equipment in connection with the ATC System that are not referred to in the Spares and Repairs Catalogue, the Supplier shall repair, overhaul or supply (as the case may

	be) such items at competitive, open-market rates and prices. Any fees to be paid in respect of such spares and repairs services shall become payable upon such services having been properly supplied in accordance with this Agreement, provided that the Supplier is in receipt of a written requisition in the form referred to in clause 4.2 of this Agreement signed by the Client Representative or his delegate.

Charges for Optional Services

Any Optional Services ordered pursuant to clause 6A of this Agreement shall be charged in accordance with the rates set out in Schedule 4. For the avoidance of doubt, any Optional Services ordered by the Client may be used by the Client at any time after first Service Commencement date. Any fees to be paid in respect of Optional Services shall become payable in full following the Assessment Date falling at the end of the Accounting Period in which the Optional Services were ordered in accordance with clause 6A and provided always that the Optional Services in question have been expressly instructed in writing in accordance with clause 6A.2.

Charges for Variations

The treatment of Variations shall be as set out in clause 29 of this Agreement. Any amounts payable in respect of such Variations shall become payable upon the Services to which the relevant Variation relates having been properly supplied in accordance with this Agreement.

Key Performance Indicators

The Service Payment may be adjusted to take into account the Supplier's performance measured against the KPIs in accordance with clause 30 and the Performance Schedule.

NOTE: For the avoidance of doubt, references in this Schedule 2 to sums becoming "payable" are all subject to the terms of clause 3 and the process set out therein for payment of the Support Payment.

SCHEDULE 3

SPARES AND REPAIRS CATALOGUE

SCHEDULE 4

OPTIONAL SERVICES

Optional Service Description	Rate
Log analysis (per paragraph 2.5 of Specification) - additional 25 events	[redacted]
Log analysis (per paragraph 2.5 of Specification) - additional event (one-off)	[redacted]
Technical Support (per paragraph 2.6 of Specification) - additional 50 hours	[redacted]
Update to Engineering Security Management Plan in accordance with paragraph 2.8.3 of the specification	TBC
Telephone Technical Support ATC System SME 24x7 for 7 consecutive days in accordance with paragraph 2.8.2 of the specification	TBC
Telephone Technical Support Central SMSE 24x7 for 7 consecutive days in accordance with paragraph 2.8.2 of the specification	TBC
Telephone Technical Support Wayside SMSE 24x7 for 7 consecutive days in accordance with paragraph 2.8.2 of the specification	TBC
Telephone Technical Support Train bourne SMSE 24x7 for 7 consecutive days in accordance with paragraph 2.8.2 of the specification	TBC
Telephone Technical Support Communications SMSE 24x7 for 7 consecutive days in accordance with paragraph 2.8.2 of the specification	TBC
Telephone Technical Support SMC & ATC SMSE 24x7 for 7 consecutive days in accordance with paragraph 2.8.2 of the specification	TBC
Telephone Technical Support ATC System SME 24x7 for 28 consecutive days in accordance with paragraph 2.8.2 of the specification	TBC
Telephone Technical Support Central SMSE 24x7 for 28 consecutive days in accordance with paragraph 2.8.2 of the specification	TBC
Telephone Technical Support Wayside SMSE 24x7 for 28 consecutive days in accordance with paragraph 2.8.2 of the specification	TBC
Telephone Technical Support Train bourne SMSE 24x7 for 28 consecutive days in accordance with paragraph 2.8.2 of the specification	TBC
Telephone Technical Support Communications SMSE 24x7 for 28 consecutive days in accordance with paragraph 2.8.2 of the specification	TBC
Telephone Technical Support SMC & ATC SMSE 24x7 for 28 consecutive days in accordance with paragraph 2.8.2 of the specification	
Telephone Technical Support ATC System SME 24x7 for 168 consecutive days in accordance with paragraph 2.8.2 of the specification	TBC
Telephone Technical Support Central SMSE 24x7 for 168 consecutive days in accordance with paragraph 2.8.2 of the specification	TBC
Telephone Technical Support Wayside SMSE 24x7 for 168 consecutive days in accordance with paragraph 2.8.2 of the specification	TBC
Telephone Technical Support Train bourne SMSE 24x7 for 168 consecutive days in accordance with paragraph 2.8.2 of the specification	TBC
Telephone Technical Support Communications SMSE 24x7 for 168 consecutive days in accordance with paragraph 2.8.2 of the specification	TBC
Telephone Technical Support SMC & ATC SMSE 24x7 for 168 consecutive days in accordance with paragraph 2.8.2 of the specification	TBC

Optional Service Table of Rates	Rate
Lead Designer – per hour as part of wider package of work	[redacted]
Engineering / Design Manager - per hour as part of wider package of work	[redacted]
Systems Engineer- per hour as part of wider package of work	[redacted]
Installer - per hour as part of wider package of work	[redacted]
Installation Team Leader - per hour as part of wider package of work	[redacted]
Tester - per hour as part of wider package of work	[redacted]
Tester in Charge - per hour as part of wider package of work	[redacted]
Maintainer - per hour as part of wider package of work	[redacted]
Maintenance Team Leader - per hour as part of wider package of work	[redacted]
Service / Project Delivery Manager - per hour as part of wider package of work	[redacted]

SCHEDULE 5

ORDER FOR OPTIONAL SERVICES

Software	
Nature of Maintenance and Technical Support and Services	
Date of Commencement	
Identity of key individuals	
Location(s) as may be advised from time to time by the Client	
Specification	
The Support Fees	

SCHEDULE 6

SPECIFICATION

ATC Signalling Supply Specification

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1 PREFACE

1.1 *Abbreviations*

ATC	Automatic Train Control
ATS	Automatic Train Supervision
BER	Beyond Economical Repair
DCS	Data Communications System
ESD	Emergency Stop Device
FRACAS	Failure Reporting and Corrective Action System
KPI	Key Performance Indicator
LAN	Local Area Network
LRU	Line Replaceable Unit
RMA	Returned Materials Authorization
SCS	Station Controller Sub-system
SMC	System Management Centre
SME	Subject Matter Experts
SMSE	Subject Matter Sub-system Experts
SSR	SubSurface Railway
VCC	Vehicle Control Centre
VOBC	Vehicle On Board Controller

2 TECHNICAL SUPPORT AND SPARES SUPPLY

2.1 *Purpose*

The purpose of this document is to detail the provision of technical support and spares supply by the Supplier in support of the ATC System on the SSR Network.

2.2 *Scope*

The scope of this document is limited to the provision of a technical support and spares supply service for the ATC System installed on the SSR Network. This is currently envisioned to be third line support with first and second line response undertaken by the client.

In summary, the Supplier will provide the following services:

- core log analysis (100 log analysis events per year);
- core technical support (150 hours per year);
- annual obsolescence report;
- spares and repairs service;
- FRACAS meetings
- test bed and/or simulator equipment service
- optional services (comprising network security support, additional log analysis and additional technical support where the annual allowance has been exceeded); and
-
- moves, changes and minor projects service.
- design authority service

These services are described in more detail below.

2.3 *Introduction*

The Supplier agrees to provide the services described in paragraphs 2.4 to 2.12 in accordance with the constraints described in paragraph 2.13

2.4 *Spares and Repairs Service*

The Supplier will provide a dedicated ATC System spares and repairs service which includes the repair, overhaul, procurement and supply of Spares, Materials and Equipment in connection with the ATC System as may be required by the Client.

The Supplier will repair, overhaul and supply the Spares, Materials and Equipment if requested by the Client in accordance with clause 4 of this Agreement. Such Spares, Materials and Equipment shall be provided for the rates and prices set out in the accepted version of the Spares and Repairs Catalogue applicable at the time of the request (as may be increased for indexation in accordance with clause 3.6 of this Agreement).

Where the Client requires the repair, overhaul or supply of Spares, Materials and Equipment in connection with the ATC System that are not referred to in the Spares and Repairs Catalogue, and/or where no initial Spares and Repairs Catalogue has been agreed in accordance with clause 4 of the Agreement, the Supplier shall repair, overhaul or supply (as the case may be) such items at competitive, open-market rates and prices.

2.4.1 Spares and Repairs Catalogue

The Supplier will provide a Spares and Repairs Catalogue detailing the parts and equipment (including any specialist tools) forming part of or used in connection with the ATC System.

The Spares and Repairs Catalogue will detail where applicable the following information for parts not subject to obsolescence:

Item part number (Supplier and third party supplier part number);
Item description;
Item supplier;
Replacement price;
Replacement lead-time;
Replacement warranty period;
Repair price (appropriate price level TBA);
Repair lead-time;
Repair warranty period;
Overhaul price (if different from repair price);
Overhaul lead-time (if different from repair lead-time); and
Overhaul warranty period.

For parts which are subject to obsolescence the Spares and Repairs Catalogue will detail the following information:

Item part number (Supplier and third party supplier part number);
Item description;
Item supplier;
Alternative / replacement part (if available);
Replacement price (if item is still available);
Replacement lead-time (if item is still available);
Replacement warranty period (if item is still available);
Repair price (if item is still repairable);
Repair lead-time (if item is still repairable);
Repair warranty period (if any);
Overhaul price (where item can be overhauled and if different from repair price);
Overhaul lead-time (where item can be overhauled and if different from repair lead-time);
Overhaul warranty period; and
Last time buy date

The Spares and Repairs Catalogue will be reviewed and re-issued to take into account changes in technology, supply chain and obsolescence. The first re-issue of the Spares and Repairs Catalogue will be on or before the first Service Commencement Date. Subsequent reviews and re-issues will be carried out within three calendar months of the anniversary of the first Service Commencement Date in accordance with the requirements of clause 4 of this Agreement.

2.4.2 Repairs Service

Items requiring repair should be sent to the address notified by the Supplier to the Client, such address is to be notified within 7 days of the first Service Commencement Date.

The procedure of invoking the repairs service will be agreed between both parties before the start of this contract.
Immediately prior to sending an item for repair the Client will invoke the repairs service by contacting the Call Centre and requesting a RMA reference. The item will then be dispatched by the Client to the nominated location with the RMA reference clearly identified.

The repair will be undertaken at the cost and in accordance with the lead-time stated in the current accepted version of the Spares and Repairs Catalogue and will benefit from the warranty stated therein.

Where the item sent for repair but it is more cost-effective to replace it "Beyond Economical Repair" (BER) the Supplier will advise the Client in writing. Within 7 days of notification the Client will agree one of the following actions:

- Proceed with the repair (at an agreed cost); or
- Replace the item with a new part (at the cost identified in the Spares and Repairs Catalogue).

In the case of the second action, the Supplier will be entitled to recover any reasonable costs incurred as a result of any necessary and reasonable surveying and disposing of the BER item provided that such cost is less than the applicable repair price.

The Supplier will provide a failure report with each repaired item

This service will be available from the first Service Commencement Date

2.4.3 Spares Service

Where the Client requires new parts these may be selected from the current version of the Spares and Repairs Catalogue and requested through an instruction to the Call Centre. The Supplier will acknowledge receipt of the instruction and procure the items requested.

New parts will be provided at the price and in accordance with the lead-time stated in the current accepted version of the Spares and Repairs Catalogue and will benefit from the warranty stated therein.

New parts will be delivered directly to a UK address nominated by the Client.

This service will be available from the first Service Commencement Date.

2.5 *Log Analysis*

The Supplier will provide a web based portal where ATC System logs and other system artefacts can be uploaded and analysis requested in the event of a failure mode or operating scenario that cannot be readily explained.

The Client will nominate 10 users and supply these details to the Supplier prior to the first Service Commencement Date. The Supplier will create the 10 user accounts and confirm these accounts have been created within ten days of the first Service Commencement Date. The Supplier will accommodate changes and updates to the list of nominated users and create new accounts as requested by the Client, acting reasonably.

The Client's nominated users will upload ATC System logs and other system generated artefacts.

The Supplier will provide an initial response via the web portal within 24 working hours and a detailed response, normally via the web portal, within 72 working hours.

ATC log analysis will be available during the hours of 06:00 to 18:00 Monday to Friday (except on Christmas Day, Good Friday or a day which under the Banking and Financial Dealings Act 1971 is a Bank Holiday in England and Wales).

The Client may request up to 100 log analysis events per year.

Additional log analysis events required by the Client will be provided on request by the Supplier as Optional Services and will be charged at the rate detailed in Schedule 4 of this Agreement.

This requirement will be reviewed by both the Supplier and Client at the first year anniversary of the first Service Commencement Date.

This service will be available from the first Service Commencement Date

2.6 *Technical Support*

2.6.1 Introduction

The Supplier will provide a technical support service consisting of the provision of SMSEs. These resources are experienced on the ATC System and its application. These resources can be accessed via:

- Telephone technical support
- Technical specialists

- On-site technical support

In total this proposal includes 150 Hours of technical support per year drawn from the various resources.

Additional technical support services required by the Client will be provided on request by the Supplier as Optional Services and will be charged at the rate detailed in Schedule 4 of this Agreement.

All services provided under this paragraph 2.6 will be available from the first Service Commencement Date.

2.6.2 Resources

The Supplier personnel able to respond to requests for technical support may include any combination of the following SMSEs available. The list is indicative to their primary area of expertise only and each individual will have a broader understanding and competence of the ATC System as a whole;

- ATC System SME – expert understanding of the complete ATC System
- Central SMSE – VCC & SCS related faults
- Wayside SMSE – radio, axle counters, ESDs and other wayside equipment faults
- Train borne SMSE – VOBC and other train borne equipment faults
- Communications SMSE – DCS and LAN related faults, network security
- SMC and ATS SMSE – SMC & ATS related faults

2.6.3 Call Centre

The Supplier's call centre (the "Call Centre") will be the primary point of contact for the Client to invoke the technical support services and will be available 24 hours per day, 7 days per week.

The Supplier shall notify the Client of the telephone number for the Call Centre prior to the first Service Commencement Date.

2.6.4 Telephone Technical Support

The telephone technical support service will provide the following type of support:

- Technical issues associated with the ATC System

The Client will be required to contact the Call Centre, to invoke the telephone technical support service. The Call Centre will answer the call for telephone technical support within 10 minutes.

The Call Centre will log the request for technical support and arrange for the appropriate SMSEs to respond, dependent upon the primary area of support required or specific request from the Client.
The SMSEs response time will be as follows;-
During the hours of 06:00 to 18:00 Monday to Friday (except on Christmas Day, Good Friday or a day which under the Banking and Financial Dealings Act 1971 is a Bank Holiday in England and Wales), within 30 minutes of the original request.

Each telephone technical support event shall be deemed to consume a minimum of 2 hours of technical support.

2.6.5 Technical Specialists

The technical specialist service will provide via the appropriate SMSE the following type of support:

- Assistance with interpreting system generated logs and artefacts.
- Advice and guidance on maintenance practise and procedures.
- Technical guidance for configuration and enhancements.
- Technical issues associated with the ATC Systems

It is the Client's expectation that this type of support would be of a non-priority nature and issues raised would not require the immediate availability of the Supplier's personnel and will be available during the hours of 06:00 to 18:00 Monday to Friday (except on Christmas Day, Good Friday or a day which under the Banking and Financial Dealings Act 1971 is a Bank Holiday in England and Wales)

The Client will be required to contact the Call Centre, to invoke the technical specialist service. The Call Centre will answer the call for the technical specialist within 10 minutes.

The Call Centre will log the request for technical specialist support and arrange for the appropriate SMSEs to respond, dependent upon the primary area of support required or specific request from The Client. The SMSEs will respond to the original request within 48 hours during the hours of 06:00 to 18:00 Monday to Friday (except on Christmas Day, Good Friday or a day which under the Banking and Financial Dealings Act 1971 is a Bank Holiday in England and Wales).

Each technical specialist support event shall be deemed to consume a minimum of 2 hours of technical support.

2.6.6 On-Site Technical Support

The primary aim of the on-site technical support service will be to assist the Client's first line maintenance personnel in diagnosing and rectifying any ATC System related faults. This may be through the provision of advice and guidance in fault finding, assisting in the replacement of faulty LRUs or support in the restoration of the ATC System to full working order.

The Client will contact the Call Centre, to invoke the on-site technical support service.

The Call Centre will log the request for on-site technical support and arrange for the appropriate SMSEs to respond, dependent upon the primary area of support required or specific request from the Client. The SMSE and Client representative will arrange a mutually convenient time for the on-site attendance, subject to access availability, nominally between 48 and 72 hours from the original request.

Each technical specialist support event shall be deemed to consume a minimum of 8 hours of technical support.

2.6.7 Moves, Changes and Minor Project Service

Where the Client requires a move, change or minor project to be undertaken on the ATC System this may be requested as a Variation.

When the Supplier has a full understanding of the requirements of the move, change or minor project, it will prepare a proposal for the execution of the move, change or minor project using the following references:

- Materials costs will be as per the current accepted revision of the Spares and Repairs Catalogue.
- Labour costs will be as per the rates agreed.

The proposal will detail the following:

- Programme for delivery.
- Resources used.
- Materials supplied.

The Client will, subject to acceptance of the proposal, issue an Authority for Variation to Contract or a Notification of Required Variation to Contract (as the case may be) to the Supplier in accordance with clause 29 of this Agreement.

2.7 *Obsolescence Service*

The Supplier will provide, on an annual basis, a 5 year 'look ahead' obsolescence and technology management report, which will:

- Detail the obsolescence risks and issues that are expected to arise in respect of the ATC System taking account of the full design and operational life of the ATC System.
- Consider the impact of these risks and issues in the ATC System, and
- Outline the Supplier's recommendations as to how to mitigate obsolescence risks.

The Client may request a proposal for detailed analysis of the options and associated costs to mitigate the obsolescence, such work may be instructed via the variation process.

The report will detail the steps being taken, and to be taken, by the Supplier to mitigate the risks and will report on progress.

The report will cover both equipment manufactured by the Supplier and the Associated Companies and equipment manufactured by its sub-contractors or third parties.

The first issue of the obsolescence and technology management report will be provided on the first anniversary of System Functional Completion.
Subsequent reports will be delivered, each year, within 6 weeks of the anniversary of System Functional Completion with the final report delivered on or before the Expiry Date.

The report will be provided electronically in a format agreed with the Client prior to the first issue.

2.8 *Optional Services*

The Optional Services will be available (where required by the Client, from time to time, pursuant to clause 6A) from the first Service Commencement Date.

2.8.1 Log Analysis and Technical Support

If the Client requires further log analysis or technical support in addition to the quantities set out in Appendix 1, these services will be provided by the Supplier at the Client's request as Optional Services.

Optional services will be charged at the rates detailed in Schedule 4 of this Agreement.

Optional Services can be purchased in the volumes stated in Schedule 4. Unused volumes of Optional Services can be carried forward by the Client provided that they are used by the Expiry Date.

Additional log analysis and technical support provided as Optional Services shall be provided by the Supplier in accordance with paragraphs 2.5 and 2.6 above.

2.8.2 Telephone Technical Support

If the Client requires additional telephone technical support in the form of availability for 24 hours 7 days a week, this service will be provided by the Supplier at the Client's request as Optional Services.

The Client will specify the duration for such service and give a notice period of no less than 60 days prior to commencement of the service.

This Optional Service will be charged at the rates detailed in Schedule 4 of this Agreement. In the event that technical support is provided, it will draw down from the technical support at paragraph 2.6.1 or it will be an Optional Service under paragraph 2.8.1.

2.8.3 Network Security

In the provision of this support, the Supplier will comply with all the Client's security documentation e.g. EASF-POL0001, EASF-POL0004 & EASF-POL0005 and all relevant British and International standards e.g. BS EN50126, IEC-62443.

If the Client requires Engineering Security Management Plans (in addition to those provided under the ATC SUP Contract), these services will be provided by the Supplier, at the Client's request, as Optional Services.

The Engineering Security Management Plan will be in the format provided under the ATC SUP Contract

The Engineering Security Management Plan will be provided in an electronic format.

The Engineering Security Management Plan will be reviewed with and agreed by the Client.

Following an update to the Engineering Security Management Plan, the Supplier shall consult with the Client to agree any actions which may be required to be carried out. Any such actions may be instructed as Variations.

The Supplier will advise the Client of all cyber security risks, vulnerabilities and threats to the system network security of which they are aware.

The Supplier will ensure that any solutions provided do not adversely affect the ATC System.

2.9 *Test Bed &/or Simulator Equipment Service*

The Supplier will;-

- Retain, maintain & preserve all test bed & simulation equipment for the ATC System required to undertake Design Authority, as defined in Works Information (WI.29) of the ATC SUP Contract, using Spares, Materials and Equipment paid for by the Client in accordance with paragraphs 2.4.2 and 2.4.3.
- Ensure these are available for audit by the Client.

This service will be available from the first Service Commencement Date.

2.10 *Regular Client meetings*

This service will be available from the first Service Commencement Date.

2.10.1 FRACAS meeting

The client will organise FRACAS meetings in which the Supplier will input.

It is envisioned these meetings will be in a telephone conference format.

It is envisioned these meetings will initially be held at a frequency of once every four weeks.

The Client will;-

- Produce the FRACAS report that will be referred to in these meetings.
- Provide the FRACAS report to the Supplier in a timely manner.
- Ensure the Supplier is provided with times and dates for the meetings.

The Supplier will;-

- Have available an individual or individuals competent in the ATC System to participate in the FRACAS meeting.
- Update the FRACAS report provided by the Client with requested information and any relevant information they are aware of.
- Return an updated report in a timely manner before the next scheduled meeting.

It is envisioned the need for the Supplier's input into these meetings will decrease progressively and will be reviewed at the first anniversary of the first Service Commencement Date.

2.10.2 Annual Performance Review

Following System Functional Completion under the ATC SUP Contract and until the Expiry Date the Supplier and the Client shall meet annually to review the performance of the ATC System and identify opportunities to improve performance and discuss critical issues identified in the FRACAS and obsolescence reports produced pursuant to paragraphs 2.7 and 2.10.1.

2.10.3 Other Client meetings

These regular meetings will provide an opportunity for the Supplier and the Client to initiate discussion on other matter pertaining to the management of ATC equipment

2.11 *Escrow*

The Client requires the Supplier to update the escrow agreement entered into under the ATC SUP Contract.

If any work undertaken as part of this Agreement requires any updates to information held in escrow, the Supplier may be instructed to undertake these updates as a Variation.

This service will be available from the first Service Commencement Date.

2.12 *Design Authority*

For the duration of the maintenance contract, the Supplier shall maintain an appropriate updated requirements set for the ATC system and ATC System Design Authority capability to ensure that the Supplier can:

a) Provide enhancements to, or extensions of, the ATC system when requested by the Client; and

b) Provide replacement parts and/or software as required for obsolescence management.

This service will be available from Final Completion as defined under the ATC SUP Contract.

2.13 *Standards and Applicable Law*

The Supplier is required to comply with the following Standards to the extent applicable:

- all Category 1 LUL Standards (including any guidance thereto).

LUL Standards can be referenced through the LUL Standards e-library website, access to which will be provided to the Supplier.

Appendix 1.0 – Schedule of Quantities

4	Service Description	5	Quantity of Events Provisioned
6	Log Analysis Event	7	100 Events Per year
8	Technical Support	9	150 Hours Per Year

SCHEDULE 7

KEY PERFORMANCE INDICATORS / PERFORMANCE SCHEDULE

PERFORMANCE SCHEDULE

1.0 PURPOSE OF THE PERFORMANCE SCHEDULE

1.1 This Performance Schedule sets out the performance regime and deliverables that are required from the Supplier in order to successfully provide the Services.

57.
1.2 The Supplier's performance shall be measured according to the Key Performance Indicators (KPI's) set out in this Performance Schedule. This Performance Schedule sets out the consequences where the Supplier fails to meet the target performance levels, which include adjustments to the Support Payment.

1.3 Where the context permits, terms and definitions defined the conditions of Agreement shall have the same meanings herein.

2.0 KEY PERFORMANCE INDICATORS (KPI'S)

2.1 Key Performance Indicators (KPIs) shall be used to monitor the Supplier's performance of this Agreement in key areas of performance critical to the successful delivery of this Agreement. The KPI's will be used to measure performance on a periodic basis and the payment to the Supplier will be adjusted dependent upon the performance levels achieved in the relevant Accounting Period.

The KPI's, unless otherwise stated, will be monitored for each Accounting Period in accordance with a 'traffic light' system as follows:

Green = Contracted performance
Amber = Performance concern
Red = Unacceptable performance

At the end of each Accounting Period performance against each KPI shall be assessed by the Client and an adjustment made to the Support Payment to reflect the actual performance for the Accounting Period.

The KPI's are contained in Appendix 1 to this Schedule.

2.2 Appendix 1 sets out in relation to each KPI:

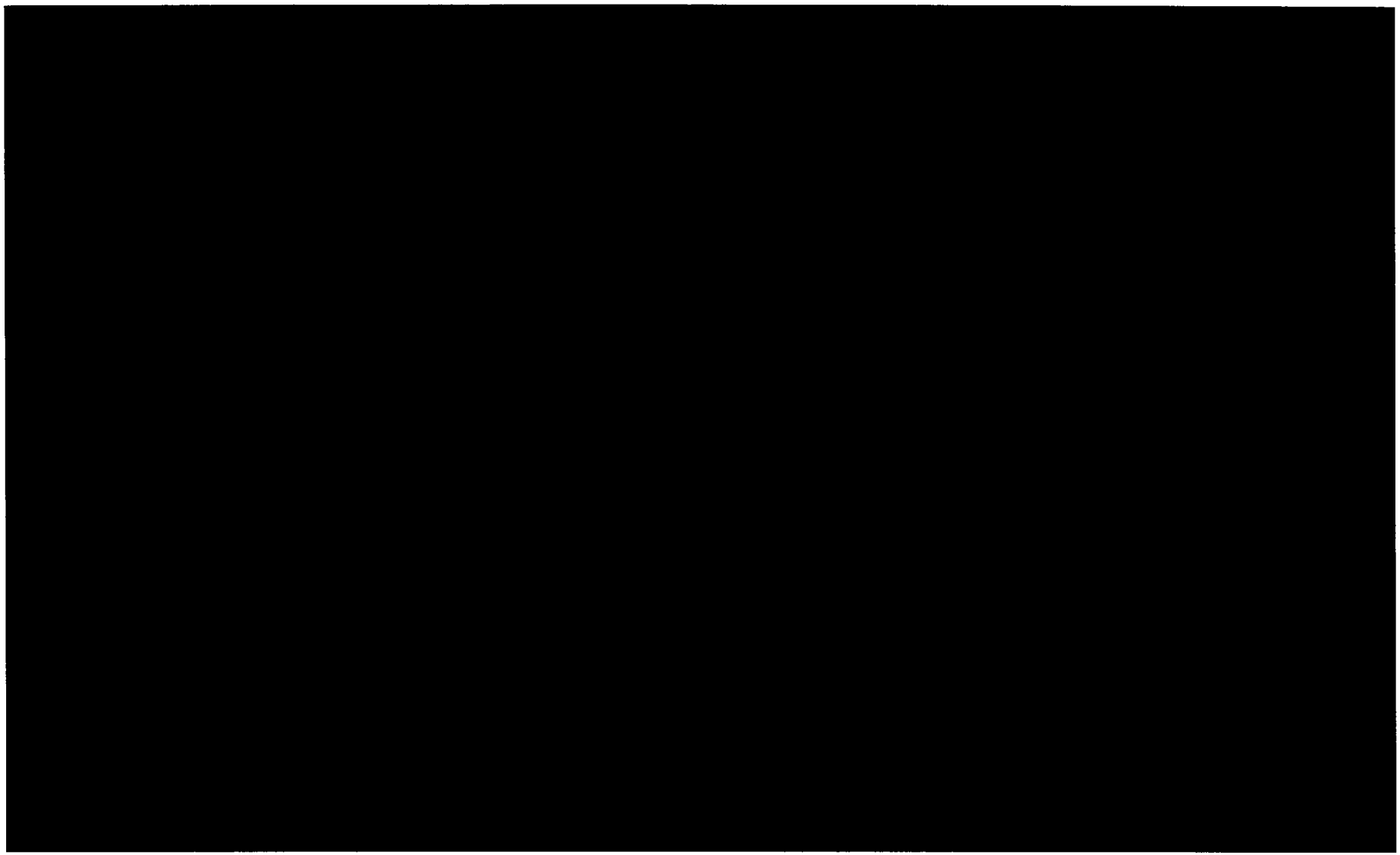
- a description of the KPI
- the criteria that will be used to assess the performance against the traffic light system
- the frequency of assessment
- in relation to the delivery of the spares and repairs service, the payment adjustments that the Client will be entitled to make if the Supplier fails to meet the prescribed target performance levels.

3.0 ACTIONS IF PERFORMANCE FALLS BELOW TARGET LEVELS

3.1 Appendix 2 to this Schedule sets out the actions that the Parties will take where the Supplier's performance falls below the target performance levels.

4.0 PAYMENT ADJUSTMENT

4.1 The Supplier's Support Payment will be adjusted by the Client pursuant to Appendix 1 where it fails to meet the target performance levels for the delivery of spares and repairs service specified therein.



SCHEDULE 8

QUENSH MENU

Transport for London
London Underground

F0780 Contract Menu

This Contract Menu must be used in conjunction with Category 1 Standard S1552 "Contract QUENSH Conditions"

Issue date:	November 2014
Review date:	November 2019

Issue No.: A16

MAYOR OF LONDON

Contract Menu

Contract No:

Contract Name Technical Support and Spares Supply Agreement

Client: LUL Nominee SSL Limited

Supplier: Thales Transportation Systems UL Limited

Principal Contractor: **Yes** ☐ **No** ☐

Guidance

The menu is a tool which is used by the Client to identify conditions that apply to specific contracts and communicate these conditions to the Supplier.

How to complete the menu

1. The Client evaluates the scope of work and enters 'Y' or 'N' in the 'Identified by the Client' column of the menu against each condition selected as applicable or not applicable to the Contract. In the 'Other documents / comments' column the Client can make references to other documents which are supplementary information which is available although not contained within the QUENSH manual but should be considered by the Supplier when they review the conditions. Copies of any additional documents identified in the menu shall be made available to the Supplier. All documents referenced in the Menu shall be current issue, unless otherwise advised. This column can also be used to communicate information (comments) to the Supplier which may be of use to the Supplier when reviewing the conditions.

2. The Client fills in 'Client menu (Invitation to Tender)' section on the last page of the menu and issues the menu as part of the ITT.

   (1) The Supplier receives the ITT, evaluates the scope of work and, as a requirement of the tendering process, inserts 'Y' or 'N' in the 'Identified by the Supplier' column of the menu against each condition selected as being applicable. These selections may be different from those identified by the Client. Where the Supplier's selection differs from the Client's selection, a clear explanation of the reason for these differences shall be given by the Supplier. A reference to these explanations shall be put in the 'Reference to explanation' column on the menu.

   (2) The Supplier representative signs and dates the 'Supplier menu (Tender)' on the last page of the menu and submits it with the tender, for consideration by the Client.

   (3) Differences in the Client and Supplier menu selections will be discussed and resolved with the Client at subsequent tender review meetings. The agreed final version of the menu selections shall form a mandatory part of the Contract and shall be complied with by all Suppliers and their sub-contractors.

   (4) The menu shall be subject to project version and document control.

Queries on the menu

Any queries in relation to the Contract QUENSH Conditions selected on the menu are to be referred to the Client representative, see contact details/address on last page of the menu.

Contract menu

Requirements in QUENSH

Applicable requirements identified by Client				Identified by Supplier	
Section	Topic	Other documents / Comments	Y / N	Agreed? Y / N	Reference to explanation
4	Agreement of the applicable QUENSH contract conditions				
5	Supplier's selection of sub-contractors		Y		
6	Identification of Safety Critical Activities		Y		
7	Works Environmental Management		Y		
8	Emergency Plan		Y		
9	Method Statements		Y		
10	Health, Safety and Environment File		Y		
11	Pre-start health, safety and environment meeting		Y		
12	Supplier's site induction		Y		
13	Site Person in Charge		Y		
14	**Staff requirements**		Y		
14.1	**Behaviours**		Y		
14.1.1	Alcohol and drugs		Y		
14.1.2	Control of hours worked		Y		
14.2	**Knowledge**		Y		
14.2.1	English language		Y		
14.2.2	Access Card and Worksite Briefing		Y		
14.2.3	Visitors to sites		Y		
14.3	**General competence**		Y		
14.3.1	Evidencing competence of safety critical staff		Y		
14.3.2	Identification of safety critical staff		Y		
14.3.3	Competent external safety critical personnel		Y		
14.3.4	Training		Y		
14.3.5	Asset specific competence		Y		
14.4	Medical requirements		Y		

Applicable requirements identified by Client				Identified by Supplier	
Section	Topic	Other documents / Comments	Y / N	Agreed? Y / N	Reference to explanation
14.5	Identification of Suppliers staff	[]	Y	[]	[]
14.6	Clothing	[]	Y	[]	[]
15	**Permits and licences**	[]	Y	[]	[]
15.1	LU specific permits and licences	[]	Y	[]	[]
15.2	Permits, licences and certificates for Supplier's staff	[]	Y	[]	[]
16	**The Principles of Access**	[]	Y	[]	[]
16.1	Introduction	[]	Y	[]	[]
16.2	Access to Stations	[]	Y	[]	[]
16.3	Access to Track	[]	Y	[]	[]
16.4	Access to depots	[]	Y	[]	[]
17	**Applying for Planned Access**	[]	N	[]	[]
17.1	Introduction	[]	N	[]	[]
18	Applying for Generic Access	[]	N	[]	[]
18.1	Constraints that apply to Generic Access	[]	N	[]	[]
19	Access for fault repair	[]	N	[]	[]
20	Operational Assurance	[]	Y	[]	[]
21	**Closures and possessions**	[]	N	[]	[]
21.1	Requirements for closures	[]	N	[]	[]
21.2	Requirements for possessions	[]	N	[]	[]
22	**Controls at point of access**	[]	N	[]	[]
22.1	Publication of works	[]	N	[]	[]
22.2	Checks at point of access	[]	N	[]	[]
22.3	Signing-on with the Station Supervisor - The Station Visitors Record Sheet and Person in Charge Evacuation Register (PICER)	[]	Y	[]	[]
22.4	**Track specific requirements**	[]	N	[]	[]
22.4.1	Protection Master	[]	N	[]	[]
22.4.2	Possessions (Possession Master, Technical Officer, Cable Lineman, Signal Operator, etc.)	[]	N	[]	[]
23	Removal of supplier's personnel from LU Premises	[]	Y	[]	[]

Applicable requirements identified by Client				Identified by Supplier	
Section	Topic	Other documents / Comments	Y / N	Agreed? Y / N	Reference to explanation
24	Incidents		Y		
25	Notification of regulatory concern or action		Y		
26	Confidential Incident Reporting and Analysis System (CIRAS)		Y		
27	**Monitoring**		**Y**		
27.1	LU inspections		Y		
27.2	Monitoring the supply chain		Y		
27.3	Health, safety and environmental audits, inspection and tours by the Supplier's personnel		Y		
27.4	Work location inspection and audit		Y		
27.5	Timescales for rectifying non-compliances		Y		
28	Radio transmitters and transceivers		Y		
29	Mobile phones		Y		
30	Knives		Y		
31	Site health, safety and environment committee		Y		
32	Site housekeeping and security		Y		
33	Accidental damage, obstruction or interference with assets		Y		
34	Delivery of materials		Y		
35	**Conveyance of loads**		**N**		
35.1	Conveyance of loads on lifts and escalators		N		
35.2	Conveyance of hazardous materials and substances		N		
36	Asbestos (non asbestos removal projects)		N		
37	Working in or near lifts and escalators		Y		
38	Work on or adjacent to utilities and High Voltage cables (buried services)		Y		
39	Working on or about the track		Y		
40	Access to electrical sub-stations, working equipment, relay and other secure rooms		Y		
41	Entering areas with gaseous fire suppression systems		Y		
42	**Fire prevention**		**Y**		
42.1	General requirements		Y		

Applicable requirements identified by Client				Identified by Supplier	
Section	**Topic**	**Other documents / Comments**	**Y / N**	**Agreed? Y / N**	**Reference to explanation**
42.2	Temporary fire points		Y		
42.3	Timber		N		
42.4	Composites		N		
42.5	Sheeting materials		N		
42.6	**Gas cylinders**		N		
42.6.1	Use of gas cylinders in below ground locations		N		
42.6.2	Storage of gas cylinders (above ground)		N		
42.7	**Flammable and highly flammable materials**		N		
42.7.1	Use of flammable and highly flammable materials below ground		N		
42.7.2	Storage of flammable and highly flammable materials below ground		N		
43	**Hot work and fire hazards**		N		
43.1	Hot work		N		
43.2	Reasonable notice of works		N		
43.3	**Precautions**		N		
43.3.1	Buildings, assets etc.		N		
43.3.2	Gas cylinders		N		
43.3.3	Gas detection		N		
44	**Storage**		N		
44.1	General requirements for storage		N		
44.2	Trackside storage		N		
44.3	Hazardous materials and substances		N		
44.4	Allocation of space on operational property		N		
45	Plant and equipment		N		
46	Clearance approvals		N		
47	Access equipment		N		
48	Temporary works		N		
49	Temporary fences and hoardings		N		
50	**Temporary lighting and power supplies**		Y		
50.1	General requirements		Y		

Applicable requirements identified by Client				Identified by Supplier	
Section	Topic	Other documents / Comments	Y / N	Agreed? Y / N	Reference to explanation
50.2	Lighting in tunnels and shafts		N		
51	Screening of lights and positioning		N		
52	**Environmental requirements**				
52.1	General environmental requirements		Y		
52.2	Environmental nuisance		N		
52.3	Water		N		
52.4	Waste management		Y		
52.5	Noise and vibration		Y		
52.6	Archaeology, historical interest and listed buildings		N		
52.7	Wildlife and Habitats		N		
52.8	Resource Use		Y		
52.9	Pest control		N		
52.10	Land and water pollution prevention		N		
53	**Quality requirements**		Y		
53.1	Records		Y		
53.2	Retention period		Y		
53.3	Availability of records for inspection		Y		
53.4	Statistical process control, audit and inspection procedures		Y		
53.5	General quality requirements		Y		
53.6	Quality Plan		Y		
53.7	Testing and inspection		Y		
53.8	Certification of conformity		Y		
53.9	Quarantine		Y		
53.10	Traceability		Y		
53.11	Maintenance and servicing		Y		
53.12	Design		Y		
53.13	Computer aided design		Y		
53.14	Asset commissioning and handover		Y		

Other requirements / comments

Client/Supplier approval

Client Menu (Invitation to Tender)

Prepared by: Phiona Kaleeba Signature: _____

Approved by (the Client's representative): Paul Campbell Signature: _____

Title: Head of Signals SSL

Address: Floor 6
15 Westferry Circus
LONDON
E14 4HD

Phone No: (020) 7088 4712

Email: paulcampbell4@tfl.gov.uk

Revision of this menu: 1.0

Supplier Menu (Tender)

Approved by (the Supplier's): _____ Signature: _____

Title: _____

Address: _____

Phone No: _____

Email: _____

Revision of this menu: _____

Contract Menu (Final Approval of Menu)

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

Client's representative approval: _____ Signature: _____

Supplier's representative acceptance: _____ Signature: _____

SCHEDULE 9

FORM OF WARRANTY FROM SUBCONTRACTOR TO CLIENT

FORM OF WARRANTY

PROJECT : Nr. xxx

THIS AGREEMENT is made the day of 201[ ]

BETWEEN : -

(1) **LUL Nominee SSL Limited** (Company registration number: 0642508) whose registered office is at Windsor House, 42-50 Victoria Street, London SW1H 0TL (the "**Company**") and

(2) [ ] (Company registration number: [.....]) whose registered office/principal place of business is at [.....] (the "**Sub-Contractor**")

(3) **Thales Ground Transportation Systems UK Limited** (Company registration number: 05805963) whose registered office is at 2 Dashwood Lang Road, The Bourne Business Park, Addlestone, Weybridge, Surrey KT15 2NX (the "**Contractor**")

WHEREAS :-

(A) The Company has entered into a contract with the Contractor (the "**Main Contract**") for automatic train control signalling systems as part of the Sub Surface Railway Upgrade Programme for the Sub Surface Railway comprising of the Circle, District, Hammersmith and City and Metropolitan Lines (the "**Services**").

(B) The Sub-Contractor has submitted a tender to the Contractor for the carrying out and completion of certain parts (the "**Sub-Contract Services**") of the Services referred to above as more particularly described in the tender.

NOW IN CONSIDERATION of the payment of £1 (one pound) by the Company to the Sub-Contractor (receipt of which the Sub-Contractor hereby acknowledges) IT IS HEREBY AGREED as follows:

1. The Sub-Contractor warrants to the Company that:

   (a) the Sub-Contract Services have been and will be carried out with the skill and care to be expected of appropriately qualified and experienced

professional [designers] with experience in carrying out work of a similar type, nature and complexity to the Sub-Contract Services;

(b) reasonable skill and care has been and will continue to be exercised in connection with:

(i) the selection of all goods and materials comprised in the Sub-Contract Services (in so far as such goods and materials have been or will be selected by the Sub-Contractor);

(ii) the satisfaction of any performance specification or requirement in so far as the same are included or referred to in the contract between the Contractor and the Sub-Contractor in relation to the Sub-Contract Services (the "**Sub-Contract**");

(iii) the execution and completion of the Sub-Contract Services;

(c) the Sub-Contract Services will be reasonably fit for the purposes for which they are intended (awareness of which purposes the Sub-Contractor hereby acknowledges) and in particular but without limitation will be so fit for the period and with a rate of deterioration reasonably to be expected of high quality, reliable, well designed and engineered goods, materials and construction.

2. The Sub-Contractor shall, save in so far as he is delayed by any event in respect of which the Contractor is granted an extension of time under the Main Contract for completion of the Services:

(a) execute, complete [and maintain][1] the Sub-Contract Services in accordance with the provisions of the Sub-Contract; and

(b) ensure that the Contractor shall not become entitled to any extension of time for completion of the Services or to claim any additional payment under the Main Contract due to any failure or delay by the Sub-Contractor.

3. The Sub-Contractor shall from time to time supply the Company and the Contractor with such information as either may reasonably require.

4. The copyright in all drawings, designs, specifications, calculations, sketches and other documents ("**Copyright Material**") prepared by the Sub-Contractor in connection with the Sub-Contract Services shall remain vested in the Sub-Contractor but the Sub-Contractor hereby grants to the Company with the consent and approbation of the Contractor a perpetual, royalty free, non-exclusive and irrevocable licence to copy and use such Copyright Material for any purpose related to Tube Lines Limited but not limited to the construction, completion, modification, extension, maintenance, reinstatement and repair of the London Underground network.

[1] Depending on Sub-Contract Services to be provided

5. The parties hereby agree that:

   (a) this Agreement shall be personal to the Sub-Contractor;

   (b) the Company may assign the benefit of this Agreement to any third party;

   (c) the rights and remedies contained in this Agreement are cumulative and shall not exclude any other right or remedy available to either party in law or equity.

6. The Sub-Contractor warrants and undertakes to the Company that he has maintained and will continue to maintain all insurances required to be maintained pursuant to the terms of the Sub-Contract and that, insofar as he is responsible for the design of the Sub-Contract Services, he has professional indemnity insurance with a limit of indemnity of not less than £2 million in respect of each and every claim which may be made against the Sub-Contractor in respect of the Sub-Contract Services. The Sub-Contractor shall maintain such professional indemnity insurance for a period of 12 years from completion of the Services provided such insurance remains available at commercially reasonable rates and shall notify the Company forthwith if such insurance ceases to be so available. When deciding whether such insurances are available at commercially reasonable rates, no account shall be taken of any increase in the premium or imposition of terms which arise as a result of the Sub-Contractor's insurance claims record.

7. If any dispute of any kind whatsoever arises between the parties in connection with this Agreement or the Sub-Contract Services which raises issues which are in opinion of the Company the same as or substantially the same as issues raised in a related dispute (the "**Related Dispute**") between the Company and the Contractor and such Related Dispute has already been referred to a conciliator or arbitrator appointed under the provisions to that effect contained in the Main Contract, then the Sub-Contractor hereby agrees that the Company may at his discretion by giving notice in writing to the Sub-Contractor refer the dispute arising out of this Agreement or the Sub-Contract Services to the adjudicator, conciliator, arbitrator or other party (the "**Appointed Party**") appointed to determine the Related Dispute. In this event the Appointed Party shall have power to give such directions for the determination of the dispute and the Related Dispute as he may think fit and to make such awards as may be necessary in the same way as if the procedure of the High Court as to joining one or more defendants or joint co-defendants or third parties was available to the parties and to him.

7. (a) Neither the Sub-Contractor nor the Contractor shall exercise or seek to exercise any right which may be or become available to it to terminate or treat as terminated the Sub-Contract or discontinue or suspend the performance of any of its duties or obligations thereunder or treat the Sub-Contract as determined without first giving to the Contractor or the Sub-Contractor (as applicable) not less than 35 days prior written notice of its intention to do so, with a copy to the Company, specifying the Sub-Contractor's or Contractor's grounds for terminating or treating as

terminated the Sub-Contract or discontinuing or suspending its performance thereof or treating the Sub-Contract as determined.

(b) If the Main Contract is terminated for any reason, within 35 days of such termination the Company may give written notice to the Sub-Contractor and to the Contractor (a "**Step-in Notice**") that the Company or its appointee shall henceforth become the Contractor under the Sub-Contract in accordance with the terms of sub-clause (c) below.

(c) With effect from the date of the service of any Step-in Notice:

(i) the Company or its appointee shall be substituted in the Sub-Contract as the Contractor thereunder in place of the Contractor and references in the Sub-Contract to the Contractor shall be construed as references to the Company or its appointee;

(ii) the Sub-Contractor shall be bound to continue with the performance of its duties and obligations under the Sub-Contract and any exercise or purported exercise by the Sub-Contractor prior to the date of the Step-in Notice of any right to terminate or treat as terminated the Sub-Contract or to discontinue or suspend the performance of any of its duties or obligations thereunder or to treat the Sub-Contract as automatically determined shall be of no effect;

(iii) the Company shall become bound by the terms and conditions of the Sub-Contract in respect of all obligations and duties of the Contractor thereunder which fall to be performed after the date of the Step-in Notice and shall promptly thereafter make payment of any amounts properly due to the Sub-Contractor as at the date of the Step-in Notice and still outstanding; and

(iv) the Contractor shall be released from further performance of the duties and obligations of the Contractor under the Sub-Contract after the date of the Step-in Notice, but without prejudice to any rights and remedies of:

(1) the Sub-Contractor against the Contractor in respect of any matter or thing done or omitted to be done by the Contractor on or before the date of the Step-in Notice; and

(2) the Contractor against the Sub- Contractor in respect of any matter or thing done or omitted to be done by the Sub-Contractor on or before the date of the Step-in Notice.

(d) Notwithstanding anything contained in this Agreement and notwithstanding any payments which may be made by the Company to the Sub-Contractor, the Company shall not be under any obligation to the Sub-Contractor and the Sub-Contractor shall not be under any obligation to the Company unless the Company shall have served a Step-in Notice pursuant to clause 8(b) above.

8. The Sub-Contractor's liabilities, duties and obligations hereunder shall be no greater and of no longer duration that the liabilities, duties and obligations which the Sub-Contractor owes to the Contractor and under the Sub-Contract.

9. No amendment to this Agreement shall be valid unless it is in writing and signed by all parties.

10. This Agreement shall be governed by and construed in accordance with English law.

IN WITNESS whereof these presents have been executed and delivered as a deed the day and year first before written.

THE COMMON SEAL of)
LUL NOMINEE SSL LIMITED was)
hereunto affixed to this deed in the)
presence of:-)

Director

Director/Secretary

THE COMMON SEAL of)
[SUB-CONTRACTOR] was)
hereunto affixed to this deed in the)
presence of :-)

Director

Director/Secretary

THE COMMON SEAL of)
[CONTRACTOR] was)
hereunto affixed to this deed in the)
presence of :-)

Director

Director/Secretary

SCHEDULE 10

ORGANISATIONAL CHART

SCHEDULE 11

CLIENT'S PERIOD DATES

Period Dates

London Underground Accounting Periods 2015-16

Period 1	Start	Finish
Week 1	01/04/2015	11/04/2015
Week 2	12/04/2015	18/04/2015
Week 3	19/04/2015	25/04/2015
Week 4	26/04/2015	02/05/2015

Period 2	Start	Finish
Week 1	03/05/2015	09/05/2015
Week 2	10/05/2015	16/05/2015
Week 3	17/05/2015	23/05/2015
Week 4	24/05/2015	30/05/2015

Period 3	Start	Finish
Week 1	31/05/2015	06/06/2015
Week 2	07/06/2015	13/06/2015
Week 3	14/06/2015	20/06/2015
Week 4	21/06/2015	27/06/2015

Period 4	Start	Finish
Week 1	28/06/2015	04/07/2015
Week 2	05/07/2015	11/07/2015
Week 3	12/07/2015	18/07/2015
Week 4	19/07/2015	25/07/2015

Period 5	Start	Finish
Week 1	26/07/2015	01/08/2015
Week 2	02/08/2015	08/08/2015
Week 3	09/08/2015	15/08/2015
Week 4	16/08/2015	22/08/2015

Period 6	Start	Finish
Week 1	23/08/2015	29/08/2015
Week 2	30/08/2015	05/09/2015
Week 3	06/09/2015	12/09/2015
Week 4	13/09/2015	19/09/2015

Period 7	Start	Finish
Week 1	20/09/2015	26/09/2015
Week 2	27/09/2015	03/10/2015
Week 3	04/10/2015	10/10/2015
Week 4	11/10/2015	17/10/2015

Period 8	Start	Finish
Week 1	18/10/2015	24/10/2015
Week 2	25/10/2015	31/10/2015
Week 3	01/11/2015	07/11/2015
Week 4	08/11/2015	14/11/2015

Period 9	Start	Finish
Week 1	15/11/2015	21/11/2015
Week 2	22/11/2015	28/11/2015
Week 3	29/11/2015	05/12/2015
Week 4	06/12/2015	12/12/2015

Period 10	Start	Finish
Week 1	13/12/2015	19/12/2015
Week 2	20/12/2015	26/12/2015
Week 3	27/12/2015	02/01/2016
Week 4	03/01/2016	09/01/2016

Period 11	Start	Finish
Week 1	10/01/2016	16/01/2016
Week 2	17/01/2016	23/01/2016
Week 3	24/01/2016	30/01/2016
Week 4	31/01/2016	06/02/2016

Period 12	Start	Finish
Week 1	07/02/2016	13/02/2016
Week 2	14/02/2016	20/02/2016
Week 3	21/02/2016	27/02/2016
Week 4	28/02/2016	05/03/2016

Period 13	Start	Finish
Week 1	06/03/2016	12/03/2016
Week 2	13/03/2016	19/03/2016
Week 3	20/03/2016	26/03/2016
Week 4	27/03/2016	31/03/2016

Period Dates

London Underground Accounting Periods 2016-17

Period 1	Start	Finish
Week 1	01/04/2016	09/04/2016
Week 2	10/04/2016	16/04/2016
Week 3	17/04/2016	23/04/2016
Week 4	24/04/2016	30/04/2016

Period 2	Start	Finish
Week 1	01/05/2016	07/05/2016
Week 2	08/05/2016	14/05/2016
Week 3	15/05/2016	21/05/2016
Week 4	22/05/2016	28/05/2016

Period 3	Start	Finish
Week 1	29/05/2016	04/06/2016
Week 2	05/06/2016	11/06/2016
Week 3	12/06/2016	18/06/2016
Week 4	19/06/2016	25/06/2016

Period 4	Start	Finish
Week 1	26/06/2016	02/07/2016
Week 2	03/07/2016	09/07/2016
Week 3	10/07/2016	16/07/2016
Week 4	17/07/2016	23/07/2016

Period 5	Start	Finish
Week 1	24/07/2016	30/07/2016
Week 2	31/07/2016	06/08/2016
Week 3	07/08/2016	13/08/2016
Week 4	14/08/2016	20/08/2016

Period 6	Start	Finish
Week 1	21/08/2016	27/08/2016
Week 2	28/08/2016	03/09/2016
Week 3	04/09/2016	10/09/2016
Week 4	11/09/2016	17/09/2016

Period 7	Start	Finish
Week 1	18/09/2016	24/09/2016
Week 2	25/09/2016	01/10/2016
Week 3	02/10/2016	08/10/2016
Week 4	09/10/2016	15/10/2016

Period 8	Start	Finish
Week 1	16/10/2016	22/10/2016
Week 2	23/10/2016	29/10/2016
Week 3	30/10/2016	05/11/2016
Week 4	06/11/2016	12/11/2016

Period 9	Start	Finish
Week 1	13/11/2016	19/11/2016
Week 2	20/11/2016	26/11/2016
Week 3	27/11/2016	03/12/2016
Week 4	04/12/2016	10/12/2016

Period 10	Start	Finish
Week 1	11/12/2016	17/12/2016
Week 2	18/12/2016	24/12/2016
Week 3	25/12/2016	31/12/2016
Week 4	01/01/2017	07/01/2017

Period 11	Start	Finish
Week 1	08/01/2017	14/01/2017
Week 2	15/01/2017	21/01/2017
Week 3	22/01/2017	28/01/2017
Week 4	29/01/2017	04/02/2017

Period 12	Start	Finish
Week 1	05/02/2017	11/02/2017
Week 2	12/02/2017	18/02/2017
Week 3	19/02/2017	25/02/2017
Week 4	26/02/2017	04/03/2017

Period 13	Start	Finish
Week 1	05/03/2017	11/03/2017
Week 2	12/03/2017	18/03/2017
Week 3	19/03/2017	25/03/2017
Week 4	26/03/2017	31/03/2017

Period Dates

London Underground Accounting Periods 2017-18

Period 1	Start	Finish
Week 1	01/04/2017	08/04/2017
Week 2	09/04/2017	15/04/2017
Week 3	16/04/2017	22/04/2017
Week 4	23/04/2017	29/04/2017

Period 2	Start	Finish
Week 1	30/04/2017	06/05/2017
Week 2	07/05/2017	13/05/2017
Week 3	14/05/2017	20/05/2017
Week 4	21/05/2017	27/05/2017

Period 3	Start	Finish
Week 1	28/05/2017	03/06/2017
Week 2	04/06/2017	10/06/2017
Week 3	11/06/2017	17/06/2017
Week 4	18/06/2017	24/06/2017

Period 4	Start	Finish
Week 1	25/06/2017	01/07/2017
Week 2	02/07/2017	08/07/2017
Week 3	09/07/2017	15/07/2017
Week 4	16/07/2017	22/07/2017

Period 5	Start	Finish
Week 1	23/07/2017	29/07/2017
Week 2	30/07/2017	05/08/2017
Week 3	06/08/2017	12/08/2017
Week 4	13/08/2017	19/08/2017

Period 6	Start	Finish
Week 1	20/08/2017	26/08/2017
Week 2	27/08/2017	02/09/2017
Week 3	03/09/2017	09/09/2017
Week 4	10/09/2017	16/09/2017

Period 7	Start	Finish
Week 1	17/09/2017	23/09/2017
Week 2	24/09/2017	30/09/2017
Week 3	01/10/2017	07/10/2017
Week 4	08/10/2017	14/10/2017

Period 8	Start	Finish
Week 1	15/10/2017	21/10/2017
Week 2	22/10/2017	28/10/2017
Week 3	29/10/2017	04/11/2017
Week 4	05/11/2017	11/11/2017

Period 9	Start	Finish
Week 1	12/11/2017	18/11/2017
Week 2	19/11/2017	25/11/2017
Week 3	26/11/2017	02/12/2017
Week 4	03/12/2017	09/12/2017

Period 10	Start	Finish
Week 1	10/12/2017	16/12/2017
Week 2	17/12/2017	23/12/2017
Week 3	24/12/2017	30/12/2017
Week 4	31/12/2017	06/01/2018

Period 11	Start	Finish
Week 1	07/01/2018	13/01/2018
Week 2	14/01/2018	20/01/2018
Week 3	21/01/2018	27/01/2018
Week 4	28/01/2018	03/02/2018

Period 12	Start	Finish
Week 1	04/02/2018	10/02/2018
Week 2	11/02/2018	17/02/2018
Week 3	18/02/2018	24/02/2018
Week 4	25/02/2018	03/03/2018

Period 13	Start	Finish
Week 1	04/03/2018	10/03/2018
Week 2	11/03/2018	17/03/2018
Week 3	18/03/2018	24/03/2018
Week 4	25/03/2018	31/03/2018

Period Dates

London Underground Accounting Periods 2018-19

Period 1	Start	Finish
Week 1	01/04/2018	07/04/2018
Week 2	08/04/2018	14/04/2018
Week 3	15/04/2018	21/04/2018
Week 4	22/04/2018	28/04/2018

Period 2	Start	Finish
Week 1	29/04/2018	05/05/2018
Week 2	06/05/2018	12/05/2018
Week 3	13/05/2018	19/05/2018
Week 4	20/05/2018	26/05/2018

Period 3	Start	Finish
Week 1	27/05/2018	02/06/2018
Week 2	03/06/2018	09/06/2018
Week 3	10/06/2018	16/06/2018
Week 4	17/06/2018	23/06/2018

Period 4	Start	Finish
Week 1	24/06/2018	30/06/2018
Week 2	01/07/2018	07/07/2018
Week 3	08/07/2018	14/07/2018
Week 4	15/07/2018	21/07/2018

Period 5	Start	Finish
Week 1	22/07/2018	28/07/2018
Week 2	29/07/2018	04/08/2018
Week 3	05/08/2018	11/08/2018
Week 4	12/08/2018	18/08/2018

Period 6	Start	Finish
Week 1	19/08/2018	25/08/2018
Week 2	26/08/2018	01/09/2018
Week 3	02/09/2018	08/09/2018
Week 4	09/09/2018	15/09/2018

Period 7	Start	Finish
Week 1	16/09/2018	22/09/2018
Week 2	23/09/2018	29/09/2018
Week 3	30/09/2018	06/10/2018
Week 4	07/10/2018	13/10/2018

Period 8	Start	Finish
Week 1	14/10/2018	20/10/2018
Week 2	21/10/2018	27/10/2018
Week 3	28/10/2018	03/11/2018
Week 4	04/11/2018	10/11/2018

Period 9	Start	Finish
Week 1	11/11/2018	17/11/2018
Week 2	18/11/2018	24/11/2018
Week 3	25/11/2018	01/12/2018
Week 4	02/12/2018	08/12/2018

Period 10	Start	Finish
Week 1	09/12/2018	15/12/2018
Week 2	16/12/2018	22/12/2018
Week 3	23/12/2018	29/12/2018
Week 4	30/12/2018	05/01/2019

Period 11	Start	Finish
Week 1	06/01/2019	12/01/2019
Week 2	13/01/2019	19/01/2019
Week 3	20/01/2019	26/01/2019
Week 4	27/01/2019	02/02/2019

Period 12	Start	Finish
Week 1	03/02/2019	09/02/2019
Week 2	10/02/2019	16/02/2019
Week 3	17/02/2019	23/02/2019
Week 4	24/02/2019	02/03/2019

Period 13	Start	Finish
Week 1	03/03/2019	09/03/2019
Week 2	10/03/2019	16/03/2019
Week 3	17/03/2019	23/03/2019
Week 4	24/03/2019	31/03/2019

NB: The period dates for future years will be provided by the Client as they become avaliable.

SCHEDULE 12

DISPUTE RESOLUTION PROCEDURE

In this Schedule 12:

"Adjudicator" means any adjudicator appointed from time to time in accordance with this Schedule 12.

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

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

"Notice of Adjudication" means any notice given by a party to the Dispute or the other party or parties thereto requiring reference of a Dispute to the Adjudicator in accordance with Schedule 12. The Notice of Adjudication includes:

- the name and a brief description of the Dispute;
- details of where and when the Dispute arose; and
- the nature of the redress which is sought.

"Senior Representatives" means a representative of a Party at senior executive level who has no direct involvement in the project.

1. In the event of any dispute, the parties hereby agree to attempt to reach an amicable settlement. The client and the supplier follow the procedure set out in paragraphs 1, 2 and 3 for the avoidance and resolution of disputes.

2.

2.1 Subject to paragraph 2.1, any Dispute may in the first instance be referred in writing from the referring party to the Senior Representatives by notice in writing to the other party. The written notice from the referring party gives brief written particulars of the dispute, the relief sought and the basis for claiming the relief sought (including the provisions of this Agreement that are relevant to the Dispute). The written notice also identifies the referring party's Senior Representative.

2.2 Within 14 days of receipt of the notice pursuant to paragraph 2.1, the responding party provides the referring party with a brief written response. The response includes identification of the responding party's Senior Representative.

2.3 The Senior Representatives meet and try to reach agreement to resolve the dispute referred to them pursuant to paragraph 2.2.

2.4 If the Senior Representatives are unable to, or fail to, reach agreement to resolve the Dispute within 14 days after the date of the response under paragraph 2.2, court proceedings are not commenced unless and until the Dispute has first been referred to adjudication (and an Adjudicator's decision has been obtained) in accordance with the procedure in paragraphs 3.1-3.24 and notice has been given in accordance with paragraph 3.25.

2.5 Each Party bears its own costs and expenses in relation to any reference of a Dispute to the Senior Representatives. Discussions amongst the Senior Representatives and any documents prepared or exchanged in relation to the reference of the dispute to the Senior Representatives (including, for the avoidance of doubt, the notice under paragraph 2.1 and any response under paragraph W2.1) are without prejudice and the Parties do not make use of or rely upon any without prejudice statements in any proceedings.

3.

3.1 Notwithstanding the provisions of paragraphs 1 and 2, either Party may give notice at any time of its intention to refer a Dispute to adjudication under the procedure set out in this schedule 12 by giving a Notice of Adjudication to the other parties to the Dispute.

3.2 Should either Party give a Notice of Adjudication then immediately thereafter the parties to the Dispute endeavour to agree upon a person whom they would consider suitable to act as the Adjudicator.

3.3 In the event of the parties to the Dispute failing to agree upon a suitable person who is able to act as the Adjudicator the referring party requests the Nominating Authority to select a person to act as the Adjudicator.

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

3.5 Any person requested or selected to act as the Adjudicator in accordance with paragraph 3.2:

- is a natural person acting in his personal capacity; and
- is not an employee of any of the parties to the Dispute and declares any interest, financial or otherwise, in any matter relating to the Dispute

3.6 The terms of remuneration of the Adjudicator are agreed by the parties to the Dispute and the Adjudicator with the object of securing the appointment of the Adjudicator within 7 days of the Notice of Adjudication. If any party to the Dispute (but not all parties to the Dispute) rejects the terms of the remuneration of the

Adjudicator the same are settled (and binding upon the parties to the Dispute) by agreement between the Nominating Authority and

3.7 the Adjudicator (provided that the level of the Adjudicator's remuneration does not exceed the level originally proposed to the parties to the Dispute by the Adjudicator). If all the parties to the Dispute reject the terms of remuneration proposed by an Adjudicator another person is selected as an Adjudicator in accordance with paragraph 3.2.

3.8 Where the Adjudicator has been selected in accordance with paragraph 3.2 the referring party refers the Dispute in writing to the Adjudicator by the Referral Notice in accordance with paragraph W2.6 within 7 days of the date of the Notice of Adjudication. Upon receipt of the Referral Notice, the Adjudicator must inform every Party to the dispute of the date that it was received.

3.9 The Referral Notice includes:

- the facts relied upon by the referring party in support of its claim(s);
- a statement of the Agreementual and/or other basis relied upon by the referring party in support of its claim(s);
- a calculation of the specific monetary amount (if any) that the referring party is seeking to recover in relation to each and every claim that is the subject matter of the Dispute; and
- is accompanied by copies of, or relevant extracts from, this Agreement and such other documents on which the referring party relies.

3.10 If a matter disputed by the Supplier under or in connection with a subcontract is also a matter disputed under or in connection with this Agreement, the Supplier may, with the consent of the Client, refer the subcontract dispute to the Adjudicator at the same time as the main Agreement referral. The Adjudicator then decides the disputes together and references to the parties for the purposes of the Dispute are interpreted as including the SubSupplier. The parties to the Dispute agree to consider and endeavour to agree in good faith and in accordance with the general obligation under paragraph 10.1 any reasonable request by the Adjudicator for additional time to decide the main Agreement and subcontract disputes.

3.11 The parties to the Dispute may jointly terminate the Adjudicator's appointment at any time. In such a case, or if the Adjudicator fails to give notice of his decision within the period referred to in paragraph 3.11, or if that period is extended in accordance with paragraph 3.12 or by agreement by the parties to the Dispute within such extended period, and the parties to the Dispute do not jointly extend time for his decision to be made in accordance with paragraph 3.11, or if at any time the Adjudicator declines to act or is unable to act as a result of his death, disability, resignation or otherwise, a person is appointed to replace the Adjudicator in accordance with the provisions of paragraph W2.2. In the event of the parties to

the Dispute failing to jointly appoint a person willing and suitable to act as replacement Adjudicator within 3 days, any party to the Dispute may apply to the Nominating Authority to appoint a replacement Adjudicator.

3.12 The Nominating Authority and its employees and agents are not liable to any Party for any act or omission unless the act or omission is in bad faith. The Parties also agree that any employee or agent of the Nominating Authority is similarly protected from liability.

3.13 The referring party sends copies of the Referral Notice and the documents referred to in paragraph 3.6 to the other Party at the same time as he sends them to the Adjudicator.

3.14 The Party not making the referral may send to the Adjudicator within 14 days of the date of the referral, with a copy to the other Party, a written statement of the contentions on which it relies and any materials it wishes the Adjudicator to consider.

3.15 The Adjudicator reaches his decision and gives notice of the decision to the parties to the Dispute within 28 days of the date of receipt of the Referral Notice mentioned in paragraph 3.5, or such longer period as is agreed by the parties to the Dispute after the Dispute has been referred to him.

3.16 The Adjudicator may extend the period of 28 days referred to in paragraph 3.11 by up to 14 days, with the consent of the Party by whom the Dispute was referred.

3.17 The Adjudicator's decision is binding upon the parties to the Dispute and the Adjudicator unless and until the Dispute is finally determined by legal proceedings, by arbitration (if the parties otherwise agree to arbitration) or by agreement. The Adjudicator may on his own initiative or on the application of a Party correct his decision so as to remove a clerical or typographical error arising by accident or omission. Any correction of a decision must be made within five days of the delivery of the decision to the Parties. As soon as possible after correcting a decision in accordance with this paragraph, the Adjudicator must deliver a copy of the corrected decision to each of the Parties to the Agreement. Any correction of a decision forms part of the decision. The Adjudicator may in his decision allocate his remuneration and expenses between the Parties in accordance with 3.22. If the Adjudicator's decision changes an amount notified as due, payment of the sum decided by the Adjudicator is due not later than seven days from the date of the decision or the final date for payment of the notified amount whichever is the later.

3.18 The Adjudicator:

- acts impartially and as an expert (not as an arbitrator) in the conduct of the reference and in reaching his decision;
- considers any relevant information submitted to him by any of the parties to the Dispute and makes available to them any information to be taken into account in

reaching his decision provided in accordance with the procedure (if any) which the Adjudicator may decide;

- reaches his decision in accordance with the law of this Agreement;
- may take the initiative in ascertaining the facts and the law in relation to the Dispute;and
- may with the consent of the parties to the Dispute seek legal or technical advice from consultants whose appointment by the Adjudicator (including terms of remuneration) is subject to the approval of the parties to the Dispute.

3.19 The Adjudicator decides in his discretion on the procedure to be followed in the adjudication. In particular he may, but is not obliged to:

- convene meetings upon reasonable notice to the parties to the Dispute at which such parties and their representatives are entitled to be present;
- submit lists of questions to the parties to the Dispute to be answered in such meetings or in writing within such reasonable time as he requires;
- require the parties to the Dispute to provide him with such information and other facilities as he reasonably requires for the determination of the Dispute;
- otherwise take such action and adopt such procedures as do not conflict with any of the provisions of the Agreement and are reasonable and proper for the just, expeditious and economical determination of the Dispute;
- inspect any part of the LUL Network.

3.20 The Adjudicator is not liable for anything done or omitted in the discharge or purported discharge of his functions as adjudicator unless the act or omission is in bad faith. The Parties also agree that any employee or agent of the Adjudicator is similarly protected from liability.

3.21 All meetings are private and save as required by law the Adjudicator and the Parties keep confidential the Dispute, all information of whatever nature provided to him by or on behalf of any Party and his decision.

3.22 Notice of the Adjudicator's decision (stating that it is given under paragraph W2) is in writing and includes a summary of the Adjudicator's findings and a statement of the reasons for his decision.

3.23 The Parties to a Agreement to which the Dispute relates continue to observe and perform all the obligations contained in such Agreement, notwithstanding any reference to the Adjudicator, and insofar as the same is consistent with any safety review procedures to which the parties to the Dispute are bound, give effect forthwith to the Adjudicator's decision in every respect unless and until as hereinafter provided the Dispute is finally determined by a court in any legal

proceedings, by arbitration (if the parties otherwise agree to arbitration) or by agreement. Any party to the Dispute may apply to any appropriate court for enforcement of the Adjudicator's decision. Neither any form of enforcement of the Adjudicator's decision nor any form of challenge to the enforcement of the Adjudicator's decision nor any dispute arising out of or in connection with such enforcement or challenge are regarded and treated as a Dispute for the purposes of this Schedule 12.

3.24 In any case where the Adjudicator is appointed as a replacement pursuant to paragraph W2.8, the parties to the Dispute each send to the Adjudicator, as soon as reasonably practicable, copies of all documents supplied by them to the Adjudicator he replaces.

3.25 After the giving of a Notice of Adjudication, the Parties may seek to agree how the Adjudicator allocates the costs and fees excluding his remuneration and expenses which are dealt with in 3.22 below of the adjudication as between the Parties. If such an agreement is reached between the Parties, they notify the Adjudicator who allocates costs and fees in accordance with such agreement. The Parties agree to be bound by the Adjudicator's allocation of costs and fees and to pay such costs and fees in accordance with the Adjudicator's direction unless and until the direction of the Adjudicator is set aside or revised by a court pursuant to any legal proceedings.

3.26 Subject to any agreement of the Parties, the Adjudicator allocates payment of his remuneration and expenses as between the Parties. Unless the Parties otherwise agree, the Adjudicator awards the payment of his remuneration and expenses on the general principle that costs should follow the event, except where it appears to the Adjudicator that in the circumstances this is not appropriate in relation to the whole or part of his remuneration or expenses. The Parties agree to be bound by the Adjudicator's allocation of payment of his remuneration and expenses and pay such remuneration and expenses in accordance with the Adjudicator's direction unless and until the direction of the Adjudicator is set aside or revised by a court pursuant to any legal proceedings.

3.27 All notices, written submissions and any other written communications between the parties to the Dispute and the Adjudicator are either delivered by hand, sent by facsimile or sent by first class pre-paid post or recorded delivery and in each case are copied simultaneously (delivered or sent as aforesaid) to the other Parties. Copies by way of confirmation of all communications by facsimile between the parties to the Dispute and the Adjudicator are also sent by first class post not later than the business day next following the date of the original facsimile transmission.

3.28 All information of whatever nature provided to the Adjudicator by any party to the Dispute is copied to the other parties simultaneously.

3.29 If either Party is dissatisfied with the Adjudicator's decision on a Dispute then either party may notify the other Party of the matter which he disputes and state that he

intends to commence court proceedings for the final determination of the Dispute. Court proceedings may not be commenced unless this notification is given within six weeks of the notification of the Adjudicator's decision.

CONTRACT DATA PART ONE

CONTRACT DATA

Part one - Data provided by the *Employer*

Statements given in all contracts

1. General

The *conditions of contract* are the core clauses and the clauses for main Option C, dispute resolution Option W2 and secondary Options clauses X1, X2, X4, X5, X7, X12, X13 and Z of the NEC3 Engineering and Construction Contract June 2005 (incorporating amendments June 2006, September 2011 and April 2013) as amended or inserted in each case in accordance with secondary Option Z.

The *works* are:		**The upgrade of the signalling and train service control system of the LUL sub-surface railway and the resultant upgraded system (including without limitation design, development, supply, installation, testing, commissioning and bringing into service of a communications-based train service control system) in accordance with and as more specifically set out in the Works Information.**
The *Employer* is:	Name:	LUL Nominee SSL Limited (company number 06242508) (and its successors, novatees, assigns or transferees)
	Address:	Templar House, 81 – 87 High Holborn, London, WC1V 6NU
The *Project Manager* is:	Name:	Mr Andrew Bourne
	Address:	15 Westferry Circus 3rd Floor London, E14 4HD
The *Programme Support Partner* is:	Name:	To be notified by the *Employer*
	Address:	15 Westferry Circus 3rd Floor London, E14 4HD
The Works Information is in:		Volume 3 of the Contract documents appended to the Form of Agreement
The Site Information is in:		Volume 4 of the Contract documents appended to the Form of Agreement
The *boundaries of the site* are:		As shown in **Annex A** to this Contract Data Part One on drawing title - Track Boundaries, plus all existing Service Control Centres (including Hammersmith Service Control Centre and Baker Street Emergency Service Control Centre), any Depot Commissioning Areas (as identified in Works

Information (WI.02)), existing signaling cabins, and the Acton Maintenance Training Facility.

The *language of this contract* is: English as defined in the Oxford English Dictionary.

The law of the contract is: The law of England and Wales, subject to the jurisdiction of the courts of England and Wales.

The *period for reply* to a communication is: **Ten (10)** Business Days from receipt for all communications unless otherwise stated in the Works Information.

The *Principal Designer*under the Construction (Design and Management) Regulations 2015 is:

Name: LUL Nominee SSL Limited (and its successors, novatees, assigns or transferees)

Address: Templar House,
81 – 87 High Holborn,
London,
WC1V 6NU

The following matters will be included in the Risk Register:

[redacted]

The following matters will be included in the Opportunities Register:

- Progressive commercial and technical assurance resulting in organisational efficiencies and resource cost savings
- Further scope reduction through design development
- Progressive correction of non-critical defects
- Collaborative 'One Team' approach
- Increased use of mechanisation and constructability

The *addition options* are: *addition options table*

addition option	*addition option date*
Recoveries • Following each Reversion Period, as defined in the Works Information WI.07, the *Contractor* is responsible for the decommissioning and recovery of the following assets in accordance with the *Contractor's* recovery design and plans:	Sectional Functional Completion of SMA 0.5

- Fuse pulling/MCB lockoff
- 'A' Wire removal from Plate Racks or COC's
- Recovery of trackside migration boundary assets (i.e. Trainstops, Tripcock Testers, ATC Blue Aspect Signal)
- Identify cables made redundant by the CBTC System

The adjustment to the Prices for such recoveries Addition Option shall not exceed [redacted] and if such Addition Option is instructed on or before the associated *addition option date* there will be no adjustment to planned Completion

The *omission options* are:

omission option	*omission option date*
Omission of SMA13 and SMA14	Sectional Functional Completion of SMA 12

2. The *Contractor's* main Responsibilities

- The *Contractor* submits revised forecasts of Defined Cost at intervals no longer than **four (4)** weeks.
- The *starting date* is – the Contract Date.

3. Time

- The programme is identified in the Contract Data Part Two. An amount equal to the Margin Fee Component included in the Price for Work Done to Date is retained in each assessment of the amount due from the fourth *assessment date* following the Contract Date until the *Contractor* has rectified the matters set out in **Annex C to this Contract Data Part One and the *Project Manager* has accepted the revised programme**.
- The *Contractor* submits revised programmes for acceptance in accordance with clause 32.2 of the *conditions of contract* at intervals no greater than 4 weeks or such other interval proposed by the *Contractor* and accepted by the *Project Manager*, who may instruct the *Contractor* to revert to the original interval at any time at his absolute discretion.

4. Testing and Defects

- The *defects date* for the *works* is 78 weeks after Final Completion. For the avoidance of doubt, the *Contractor*'s

liability for the correction of Defects and Software Defects commences from Sectional Functional Completion of the first *section*.

- The *Contractor* corrects Defects and Software Defects in accordance with clause 43.1 and in any event within a reasonable time after they arise.

5. Payment

- The *currency of this contract* is the pound Sterling (£) unless stated or agreed otherwise.
- The *assessment date* is the start date of week one of each LUL Accounting Period as set out in **Annex B** to this Contract Data Part One.
- The *interest rate* is [redacted] per annum above the base rate set from time to time by the Bank of England.

6. Compensation events

- The *closures schedule* is in: Appendix 11 of section WI.24 of the Works Information.
- The place where weather is to be recorded is the London Weather Centre.
- The *weather measurements* to be recorded for each calendar month are:
  - The cumulative rainfall (mm);
  - The number of days with rainfall more than 5mm;
  - The number of days with air temperatures less than 0 degrees Celsius;
  - The number of days with snow lying at 09.00 hours GMT; and
  - Such other measurements as may be required and stipulated in the Works Information
- The *weather data* are the records of past weather measurements for each calendar month which were recorded at the London Weather Centre and which are available from:

  The Meteorological Office,
  The Climate Department,
  Johnson House,
  London Road,
  Bracknell,
  Berks,
  RG12 2SZ.

  Telephone 0845 3000300 or Fax 0845 3001300

7. Title

- The Scheduled Items referred to in clause 70.1 are: To be advised by the *Project Manager*.

8. Risks and insurance

- [redacted]

[redacted]

[redacted]

10. Additional Core Clauses

The period the environmental claims indemnity remains in force is:	**Twelve (12)** months from the *defects date*.
The *free issue materials* are:	As detailed in the Works Information.
The *limitation period* is	**Twelve (12)** years from Final Completion or termination of this contract, whichever is the earlier.

Optional Statements

If the *Employer* has identified work which is to meet a stated condition by a *key date*

The *key dates* and *conditions* to be met are:	
The *G0-T key date* is:	26/01/2018
The *G0-T condition* is:	As defined by the definition of G0-T in the Works Information (WI.05 and WI.14)

If the *Employer* has decided the *completion date*

The *completion dates* are:

The *system functional completion date* is:	28/02/2021
The *final completion date* (for the whole of the *works* is):	28/04/2023

If there are additional compensation events

- There are no additional compensation events.

If there are additional *Employer's* risks

- There are no additional *Employer's* risks.

If the *Employer* is to provide any of the insurance stated in the Insurance Table

The *Employer* provides the following insurances from the Insurance Table in the joint names of the parties:	• Construction All Risks Insurance • Public and Product Liability Insurance

If additional insurances are to be provided from those stated in the Insurance Table

- The *Employer* provides no additional insurances other than those stated in the Insurance Table.

The *Contractor* provides the following additional insurances:

- Professional Indemnity Insurance
- Transit Insurance
- Plant Insurance
- Employer's Liability Insurance
- Property Damage Insurance
- Motor Insurance

The *Contractor's share percentages* and the *share ranges* are:

[redacted]

The *exchange rate is*: [redacted]

The *Thales Canada proportion* of the *Contractor's* share is: [redacted]

If Option X1 is used:

The proportions used to calculate the Price Adjustment Factor are: [redacted]

[redacted]

The *base date* for indices is:

- 18th May 2015

The indices are those prepared by:

- Index A - The Office for National Statistics
- Index B – The Office for National Statistics

If Option X5 is used:

The *sections* of the *works* are as set out in the following table and as detailed in the Works Information.

The *sectional functional completion dates* are:

section 1: SMA 0.5	25/02/2018
section 2: SMA1	20/05/2018
section 3: SMA2	29/07/2018
section 4: SMA3	30/09/2018
section 5: SMA4	25/11/2018
section 6: SMA5	03/02/2019
section 7: SMA6	31/03/2019
section 8: SMA7	26/05/2019
section 9: SMA8	25/08/2019
section 10: SMA9	17/11/2019
section 11: SMA10 & 11	02/02/2020
section 12: SMA12	05/04/2020
section 13: SMA13	21/06/2020
section 14: SMA14	13/09/2020

If Option X12 is used:

The *Client* is:	Name:	LUL Nominee SSL Limited (and its successors, novatees, assigns or transferees)
	Address:	Templar House, 81 – 87 High Holborn, London, WC1V 6NU
The *Client's objective* is:		To renew life-expired train systems to enable continued provision of services on the SSR; and To exploit the opportunity presented by asset-renewal, to upgrade to higher specification assets and systems, in order to realise journey time improvements for SSR passengers. This will be achieved through provision of faster, more frequent and more reliable services.
The Partnering Information is in:		To be provided by the *Employer*

If Option X13 is used

The amount of the performance bond to be provided pursuant to X13.1 shall be [redacted] of the total of the Prices.

If Option Z is used

The *additional conditions of contract* are the amendments to core, main and secondary option clauses and additional conditions of contract incorporated in the consolidated conditions of contract and included in Volume 2 of the contract documents.

Contract Data Part One

Annex A

Track Boundaries

Drawing – Reference RSI-LU-MAC-A001_Z-DR-K-0023 Rev. P01

Contract Data Part One

Annex B

Accounting Periods &

Assessment Dates

Period Dates

London Underground Accounting Periods 2015-16

Period 1	Start	Finish
Week 1	01/04/2015	11/04/2015
Week 2	12/04/2015	18/04/2015
Week 3	19/04/2015	25/04/2015
Week 4	26/04/2015	02/05/2015

Period 2	Start	Finish
Week 1	03/05/2015	09/05/2015
Week 2	10/05/2015	16/05/2015
Week 3	17/05/2015	23/05/2015
Week 4	24/05/2015	30/05/2015

Period 3	Start	Finish
Week 1	31/05/2015	06/06/2015
Week 2	07/06/2015	13/06/2015
Week 3	14/06/2015	20/06/2015
Week 4	21/06/2015	27/06/2015

Period 4	Start	Finish
Week 1	28/06/2015	04/07/2015
Week 2	05/07/2015	11/07/2015
Week 3	12/07/2015	18/07/2015
Week 4	19/07/2015	25/07/2015

Period 5	Start	Finish
Week 1	26/07/2015	01/08/2015
Week 2	02/08/2015	08/08/2015
Week 3	09/08/2015	15/08/2015
Week 4	16/08/2015	22/08/2015

Period 6	Start	Finish
Week 1	23/08/2015	29/08/2015
Week 2	30/08/2015	05/09/2015
Week 3	06/09/2015	12/09/2015
Week 4	13/09/2015	19/09/2015

Period 7	Start	Finish
Week 1	20/09/2015	26/09/2015
Week 2	27/09/2015	03/10/2015
Week 3	04/10/2015	10/10/2015
Week 4	11/10/2015	17/10/2015

Period 8	Start	Finish
Week 1	18/10/2015	24/10/2015
Week 2	25/10/2015	31/10/2015
Week 3	01/11/2015	07/11/2015
Week 4	08/11/2015	14/11/2015

Period 9	Start	Finish
Week 1	15/11/2015	21/11/2015
Week 2	22/11/2015	28/11/2015
Week 3	29/11/2015	05/12/2015
Week 4	06/12/2015	12/12/2015

Period 10	Start	Finish
Week 1	13/12/2015	19/12/2015
Week 2	20/12/2015	26/12/2015
Week 3	27/12/2015	02/01/2016
Week 4	03/01/2016	09/01/2016

Period 11	Start	Finish
Week 1	10/01/2016	16/01/2016
Week 2	17/01/2016	23/01/2016
Week 3	24/01/2016	30/01/2016
Week 4	31/01/2016	06/02/2016

Period 12	Start	Finish
Week 1	07/02/2016	13/02/2016
Week 2	14/02/2016	20/02/2016
Week 3	21/02/2016	27/02/2016
Week 4	28/02/2016	05/03/2016

Period 13	Start	Finish
Week 1	06/03/2016	12/03/2016
Week 2	13/03/2016	19/03/2016
Week 3	20/03/2016	26/03/2016
Week 4	27/03/2016	31/03/2016

Period Dates

London Underground Accounting Periods 2016-17

Period 1	Start	Finish
Week 1	01/04/2016	09/04/2016
Week 2	10/04/2016	16/04/2016
Week 3	17/04/2016	23/04/2016
Week 4	24/04/2016	30/04/2016

Period 2	Start	Finish
Week 1	01/05/2016	07/05/2016
Week 2	08/05/2016	14/05/2016
Week 3	15/05/2016	21/05/2016
Week 4	22/05/2016	28/05/2016

Period 3	Start	Finish
Week 1	29/05/2016	04/06/2016
Week 2	05/06/2016	11/06/2016
Week 3	12/06/2016	18/06/2016
Week 4	19/06/2016	25/06/2016

Period 4	Start	Finish
Week 1	26/06/2016	02/07/2016
Week 2	03/07/2016	09/07/2016
Week 3	10/07/2016	16/07/2016
Week 4	17/07/2016	23/07/2016

Period 5	Start	Finish
Week 1	24/07/2016	30/07/2016
Week 2	31/07/2016	06/08/2016
Week 3	07/08/2016	13/08/2016
Week 4	14/08/2016	20/08/2016

Period 6	Start	Finish
Week 1	21/08/2016	27/08/2016
Week 2	28/08/2016	03/09/2016
Week 3	04/09/2016	10/09/2016
Week 4	11/09/2016	17/09/2016

Period 7	Start	Finish
Week 1	18/09/2016	24/09/2016
Week 2	25/09/2016	01/10/2016
Week 3	02/10/2016	08/10/2016
Week 4	09/10/2016	15/10/2016

Period 8	Start	Finish
Week 1	16/10/2016	22/10/2016
Week 2	23/10/2016	29/10/2016
Week 3	30/10/2016	05/11/2016
Week 4	06/11/2016	12/11/2016

Period 9	Start	Finish
Week 1	13/11/2016	19/11/2016
Week 2	20/11/2016	26/11/2016
Week 3	27/11/2016	03/12/2016
Week 4	04/12/2016	10/12/2016

Period 10	Start	Finish
Week 1	11/12/2016	17/12/2016
Week 2	18/12/2016	24/12/2016
Week 3	25/12/2016	31/12/2016
Week 4	01/01/2017	07/01/2017

Period 11	Start	Finish
Week 1	08/01/2017	14/01/2017
Week 2	15/01/2017	21/01/2017
Week 3	22/01/2017	28/01/2017
Week 4	29/01/2017	04/02/2017

Period 12	Start	Finish
Week 1	05/02/2017	11/02/2017
Week 2	12/02/2017	18/02/2017
Week 3	19/02/2017	25/02/2017
Week 4	26/02/2017	04/03/2017

Period 13	Start	Finish
Week 1	05/03/2017	11/03/2017
Week 2	12/03/2017	18/03/2017
Week 3	19/03/2017	25/03/2017
Week 4	26/03/2017	31/03/2017

Period Dates

London Underground Accounting Periods 2017-18

Period 1	Start	Finish
Week 1	01/04/2017	08/04/2017
Week 2	09/04/2017	15/04/2017
Week 3	16/04/2017	22/04/2017
Week 4	23/04/2017	29/04/2017

Period 2	Start	Finish
Week 1	30/04/2017	06/05/2017
Week 2	07/05/2017	13/05/2017
Week 3	14/05/2017	20/05/2017
Week 4	21/05/2017	27/05/2017

Period 3	Start	Finish
Week 1	28/05/2017	03/06/2017
Week 2	04/06/2017	10/06/2017
Week 3	11/06/2017	17/06/2017
Week 4	18/06/2017	24/06/2017

Period 4	Start	Finish
Week 1	25/06/2017	01/07/2017
Week 2	02/07/2017	08/07/2017
Week 3	09/07/2017	15/07/2017
Week 4	16/07/2017	22/07/2017

Period 5	Start	Finish
Week 1	23/07/2017	29/07/2017
Week 2	30/07/2017	05/08/2017
Week 3	06/08/2017	12/08/2017
Week 4	13/08/2017	19/08/2017

Period 6	Start	Finish
Week 1	20/08/2017	26/08/2017
Week 2	27/08/2017	02/09/2017
Week 3	03/09/2017	09/09/2017
Week 4	10/09/2017	16/09/2017

Period 7	Start	Finish
Week 1	17/09/2017	23/09/2017
Week 2	24/09/2017	30/09/2017
Week 3	01/10/2017	07/10/2017
Week 4	08/10/2017	14/10/2017

Period 8	Start	Finish
Week 1	15/10/2017	21/10/2017
Week 2	22/10/2017	28/10/2017
Week 3	29/10/2017	04/11/2017
Week 4	05/11/2017	11/11/2017

Period 9	Start	Finish
Week 1	12/11/2017	18/11/2017
Week 2	19/11/2017	25/11/2017
Week 3	26/11/2017	02/12/2017
Week 4	03/12/2017	09/12/2017

Period 10	Start	Finish
Week 1	10/12/2017	16/12/2017
Week 2	17/12/2017	23/12/2017
Week 3	24/12/2017	30/12/2017
Week 4	31/12/2017	06/01/2018

Period 11	Start	Finish
Week 1	07/01/2018	13/01/2018
Week 2	14/01/2018	20/01/2018
Week 3	21/01/2018	27/01/2018
Week 4	28/01/2018	03/02/2018

Period 12	Start	Finish
Week 1	04/02/2018	10/02/2018
Week 2	11/02/2018	17/02/2018
Week 3	18/02/2018	24/02/2018
Week 4	25/02/2018	03/03/2018

Period 13	Start	Finish
Week 1	04/03/2018	10/03/2018
Week 2	11/03/2018	17/03/2018
Week 3	18/03/2018	24/03/2018
Week 4	25/03/2018	31/03/2018

Period Dates

London Underground Accounting Periods 2018-19

Period 1	Start	Finish
Week 1	01/04/2018	07/04/2018
Week 2	08/04/2018	14/04/2018
Week 3	15/04/2018	21/04/2018
Week 4	22/04/2018	28/04/2018

Period 2	Start	Finish
Week 1	29/04/2018	05/05/2018
Week 2	06/05/2018	12/05/2018
Week 3	13/05/2018	19/05/2018
Week 4	20/05/2018	26/05/2018

Period 3	Start	Finish
Week 1	27/05/2018	02/06/2018
Week 2	03/06/2018	09/06/2018
Week 3	10/06/2018	16/06/2018
Week 4	17/06/2018	23/06/2018

Period 4	Start	Finish
Week 1	24/06/2018	30/06/2018
Week 2	01/07/2018	07/07/2018
Week 3	08/07/2018	14/07/2018
Week 4	15/07/2018	21/07/2018

Period 5	Start	Finish
Week 1	22/07/2018	28/07/2018
Week 2	29/07/2018	04/08/2018
Week 3	05/08/2018	11/08/2018
Week 4	12/08/2018	18/08/2018

Period 6	Start	Finish
Week 1	19/08/2018	25/08/2018
Week 2	26/08/2018	01/09/2018
Week 3	02/09/2018	08/09/2018
Week 4	09/09/2018	15/09/2018

Period 7	Start	Finish
Week 1	16/09/2018	22/09/2018
Week 2	23/09/2018	29/09/2018
Week 3	30/09/2018	06/10/2018
Week 4	07/10/2018	13/10/2018

Period 8	Start	Finish
Week 1	14/10/2018	20/10/2018
Week 2	21/10/2018	27/10/2018
Week 3	28/10/2018	03/11/2018
Week 4	04/11/2018	10/11/2018

Period 9	Start	Finish
Week 1	11/11/2018	17/11/2018
Week 2	18/11/2018	24/11/2018
Week 3	25/11/2018	01/12/2018
Week 4	02/12/2018	08/12/2018

Period 10	Start	Finish
Week 1	09/12/2018	15/12/2018
Week 2	16/12/2018	22/12/2018
Week 3	23/12/2018	29/12/2018
Week 4	30/12/2018	05/01/2019

Period 11	Start	Finish
Week 1	06/01/2019	12/01/2019
Week 2	13/01/2019	19/01/2019
Week 3	20/01/2019	26/01/2019
Week 4	27/01/2019	02/02/2019

Period 12	Start	Finish
Week 1	03/02/2019	09/02/2019
Week 2	10/02/2019	16/02/2019
Week 3	17/02/2019	23/02/2019
Week 4	24/02/2019	02/03/2019

Period 13	Start	Finish
Week 1	03/03/2019	09/03/2019
Week 2	10/03/2019	16/03/2019
Week 3	17/03/2019	23/03/2019
Week 4	24/03/2019	31/03/2019

NB: The period dates for future years will be provided by the *Project Manager* as they become avaliable.

Contract Data Part One

Annex C

Outstanding Issues in relation to Accepted Programme

Reference Thales Programme Major Issues Log v01

CONTRACT DATA PART TWO

CONTRACT DATA

Part two – Data provided by the *Contractor*

- The *Contractor* is Name: Thales Ground Transportation Systems UK Limited (company number 05805963)

  Address: 2 Dashwood Lang Road
  The Bourne Business Park
  Addlestone Nr Weybridge
  Surrey KT15 2NX

- The *fee percentages* are:

[redacted]

- The *fee percentages* are illustrated in the diagram in **Annex D** to this Contract Data Part Two

- The *working areas* are the Site and those parts of Thales Ground Transportation Systems UK Limited's offices and premises located at:

Quadrant House 4 Thomas More Square Thomas More Street London E1W 1YW	15 Westferry Circus London E14 4HD	Dolphin House Ashurst Drive BirdHall Lane Cheadle Heath Stockport, Cheshire SK3 0XB
Centre City 11th Floor	Manor Royal Crawley	Units 5 & 6 Alpine Way Beckton

5-7 Hill Street Birmingham B5 4UA	West Sussex RH10 9HA	Newham E6 6LA

- The *Employer's* premises at:

Templar House 81-87 High Holborn London WC1V 6NU	15 Westferry Circus 3rd Floor London E14 4HD

- Sites and premises of Others at:

Bombardier Site	Old Dalby Site
Derby	Leicestershire

- Those parts of Thales Canada Inc's offices and premises located at:

105 Moatfield Drive Toronto. ON M3B 0A4 Canada	85 Scarsdale Road Unit 106 Toronto, ON M3B 2R2 Canada	225 Duncan Mills Road Toronto, ON M3B 3HD Canada
110-3555 Gilmore Way Burnaby, BC V5G 0B3 Canada		

- The *Contractor's organisation chart* is detailed in **Annex E** to this Contract Data Part Two attached as amended from time to time by the *Project Manager* acting in accordance with clause 24 of the *conditions of contract.*

- The key people to be included as Contractor's Staff in the first version of the *Contractor's organisation chart are:*

Programme Director	[redacted]
Head of Project Controls	
Project Design Authority	
Project Director – Product acceptance, vehicles and test tracks & Migration Areas 8, 9, 13 and 14	
Project Director – Migration Areas 6,7,10,11 & 12 (District Line)	
Project Director – Migration Areas 1,2,3,4& 5 (Circle Line) and Control Centre	
Head of Engineering	
Site Engineering Manager	

Head of Field Operations	[redacted]
Deputy PDA ICS	
Deputy PDA – Signalling	
Lead PSE	
HSE Manager	
Head of Systems Assurance	
Senior Project Manager Test Track and Vehicles	
Senior Project Manager SMA1-5	
System Engineering Manager	
Hardware Design Manager	
Software Design Manager	
Tools Design & Lab Manager	
IVVQ Manager	
ICS Engineering Manager	
Installation Manager	
Commissioning TIC	
Test Operations Manager	
Systems Test Manager	

- The list of Subcontractors approved by the *Project Manager* at the Contract Date is in **Annex G** to this Contract Data Part Two

- The following matters will be included in the Risk Register:

[redacted]

Optional Statements

- The programme identified in the Contract Data is: Included at **Annex A** to this Contract Data Part Two
- The SSR Base List of Maintenance Spares is: Included at **Annex B** to this Contract Data Part Two
- The *activity schedule* is: Included at **Annex C** to this Contract Data Part Two

- The tendered total of the Prices is: £759,749,500.00 (seven hundred and fifty nine million, seven hundred and forty nine thousand and five hundred pounds sterling).
- The Price for Work Done to Date at the Contract Date is the total of:
  - [redacted] (being the amount paid by the *Employer* in respect of the period up to and including 30 June 2015 under the Safeguarding Agreements) receipt of which is acknowledged by the *Contractor*;
  - [redacted] (being the additional amount due under the Safeguarding Agreements in respect of the period up to and including 30 June 2015 stated in Contract Data Part Two); and
  - the Defined Cost (plus, subject to clause 11.2(45), Fee) of the *works* performed by the *Contractor* in the period from 1 July 2015 until the Contract Date.

Data for Schedule of Cost Components

- The hourly rates for Defined Cost off manufacture or fabrication outside the Working Areas are:

  Not applicable

- The percentages for manufacture and fabrication overhead is:

  Not applicable

- The hourly rates for Defined Cost of design outside the Working Areas are:

  Not applicable

- The percentage for design overheads outside of the Working Areas is:

  Not applicable

- Except for special items the percentage for Plant depreciation and maintenance is:

  Not applicable

Contract Data Part Two

Annex A

Accepted Programme

Reference ATC Master Schedule Issued for Contract Acceptance DD 18 April 2015 – THL – ASR – PRG – 00020 Rev01

Contract Data Part Two

Annex B

SSR Base List of Maintenance Spares

Reference 8BH-04003-00973-ULZZA Rev 01

Contract Data Part Two

Annex C

Activity Schedule

Reference SSR Config 5.4 Activity Schedule Final

[redacted]

Contract Data Part Two

Annex D

Diagram illustrating *fee percentages*

Reference SSR Config 5.4 Fee percentages diagram final

Contract Data Part Two

Annex E

Contractor's organisation chart

Reference Contractor Org Chart 01

Contract Data Part Two

Annex F

Listed Third Party Intellectual Property Rights

Reference Listed Party Intellectual Property Rights rev01

Contract Data Part Two

Annex G

Approved Subcontractors under clause 26.2A

Reference Approved Subcontractors under clause 26 2A rev 03

[redacted]