

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

## SCHEDULE 15: OBLIGATIONS ON HANDOVER

The provisions of this Schedule 15 (Obligations on Handover) are without prejudice to the obligations of the Supplier to continue to provide the Services as required by the terms of this Framework Agreement and the relevant Call-Off Contract and any services reasonably required to transition the Services to an incoming supplier with the minimum of disruption and so as to prevent or mitigate any inconvenience to the Company or disruption to its operations.

1. The Supplier shall at its own cost, commencing no later than eleven (11) months before the expiry date of each Call-Off Contract or on the date of receipt of any Termination Notice:
  - 1.1 prepare and submit for review and approval by the Company's Representative, a detailed demobilisation plan for the Services containing the Supplier's proposals for the demobilisation aspects of the Services, including but not being limited to transfer of staff, intellectual property rights and manuals, spares and equipment (the "Demobilisation Plan") and thereafter update the Demobilisation Plan as requested by the Company.
  - 1.2 in order to support the seamless transition of the Services following the expiry or termination date of the relevant Call-Off Contract, undertake all necessary actions in connection with the demobilisation, including but not being limited to the following:
    - (A) providing all necessary resource, including Supplier Personnel, equipment and materials to enable timely demobilisation;
    - (B) identifying its demobilisation team and demobilisation manager;
    - (C) procuring that its demobilisation team shall attend Company chaired demobilisation/transition meetings;
    - (D) keeping the Company's Representative fully informed on the progress of the demobilisation;
    - (E) complying with all reasonable instructions of the Company in connection with the demobilisation; and
    - (F) ensuring, supporting and facilitating migration of any IT systems used by the Supplier in providing the Services.
  - 1.3 cooperate fully with and provide all reasonable and necessary assistance and information in connection with the Services and/or to facilitate the orderly transfer of responsibility for and conduct of the Services to the Company and any incoming supplier or suppliers in the transition of the Services before the expiry or termination date of the relevant Call-Off Contract (as the case may be) and for a period of three (3) months after such date to ensure that the changeover to the incoming supplier (or back to the Company) is effected with minimal disturbance and disruption.
  - 1.4 the requirement for the Supplier to provide cooperation pursuant to paragraph 1.3 above extends to any retender process for the Services carried out by the Company in relation to an incoming supplier or suppliers to enable it to access the Sites and/or Company personnel, and specifically an obligation to provide, on reasonable notice during the term of the relevant Call-Off Contract, information for the purpose of a

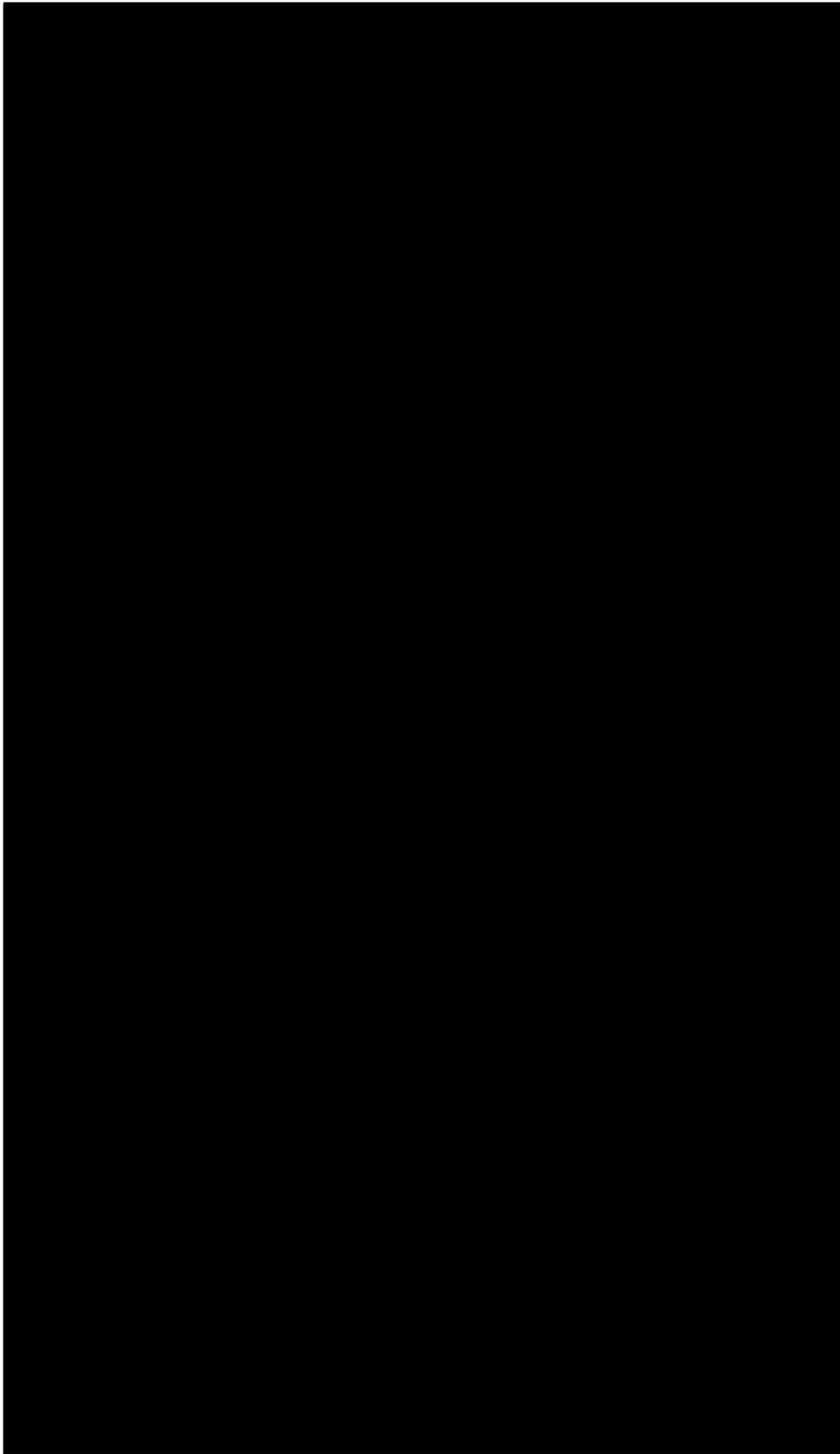
competition and managing the transition to an incoming supplier or suppliers, to include:

- (A) details of the Services;
  - (B) details of employees who would transfer to the replacement contractor;
  - (C) management information; and
  - (D) any other information that the Company may reasonably require.
- 1.5 maintain records, data, files, information and Documentation relating to the Services in such form and manner as to enable the Supplier to effectively transfer them in full to the Company and/or to any third party nominated by the Company, so as to put the Company and/or the third party into a position where the Company and/or the third party can provide a level of service which is similar to or the same level as Services provided under the relevant Call-Off Contract.
2. Without prejudice to paragraph 1, within three (3) months of the Services Commencement Date, and thereafter annually, on each anniversary of the Services Commencement Date until expiry of the relevant Call-Off Contract or earlier termination, the Supplier shall submit a draft Demobilisation Plan for review and approval by the Company. In addition to each such submission, at other intervals the Supplier shall update the draft Demobilisation Plan where requested by the Company (acting reasonably).
3. On receipt of an instruction from the Company, the Supplier shall return to the Company's Representative all Free Issue Materials and Equipment provided to the Supplier in accordance with Clause 28 (Free Issue Materials and Equipment) of this Framework Agreement, and shall provide replacement Equipment to the Company where such Equipment does not meet the required standard for return.
4. Without prejudice to the provisions of Clause 18 (Records and Audit) and 43 (Intellectual Property Rights), the Supplier shall:
- 4.1 hand back to the Company (at the Expiry Date, expiry date of the relevant Call-Off Contract or the termination date (as the case may be)) all records, data, files, information and Documentation owned by the Company but used by the Supplier in the performance of the Services, subsequently destroy all electronic copy information in the possession of the Supplier and provide a certificate of destruction to the Company's Representative; and
  - 4.2 provide the Company and/or incoming supplier or suppliers with all reasonable help, assistance and co-operation to make available and effect the transfer of records, data, files, information and Documentation to an incoming supplier or suppliers so as to enable the Company and/or incoming supplier or suppliers to set up and effect the transition of the Services, in accordance with Clause 18 (Records and Audit) of this Framework Agreement; and
  - 4.3 hand over to the Company (upon request of the Company's Representative but in any event, at the Expiry Date or termination date (as the case may be)) all passes or entry permits.
5. The Supplier shall ensure that (at the Expiry Date, the expiry date of the relevant Call-Off Contract or the termination date (as the case may be)):

- 5.1 all equipment (whether of a temporary or permanent nature) used in the delivery of the Services whether or not owned by the Supplier, the Company or any third party is fully maintained, serviced and fully functional with an up-to-date service and maintenance history which is entered on the CAFM system. Equipment which fails to meet these conditions shall be replaced with new by the Supplier at its own cost. In the event that the Supplier is in breach of this paragraph 5.1 (irrespective of whether the equipment is in the ownership and responsibility of the Supplier or a sub-contractor), the Company shall be entitled to purchase such equipment itself and recover the associated costs from the Supplier;
- 5.2 all assets and spares, critical and non-critical, are handed over to the incoming supplier and the Company and that relevant members of the Supplier Personnel are present at handover; and
- 5.3 all areas which the Supplier has used for storage or operation have been left clean and tidy and all rubbish has been removed from the Sites.
6. During demobilisation the Supplier shall promptly provide all reasonable co-operation and support resource in relation to any audit or check required by the Company and commissioned by the Company's Representative, including in each particular circumstance:
  - 6.1 granting or procuring the grant of access to any premises used in performance of this Framework Agreement or the relevant Call-Off Contract, whether the Supplier's own premises or otherwise;
  - 6.2 granting or procuring the grant of access to any equipment (including all computer hardware, software and databases) used (whether exclusively or non-exclusively) in the performance of the Supplier's obligations under this Framework Agreement or the relevant Call-Off Contract, wherever situated and whether the Supplier's own equipment or otherwise;
  - 6.3 making any contracts and other documents, records and information related to the provision of the Services available for inspection;
  - 6.4 granting copying facilities to the Company and/or LUL's auditor for the purposes of making copies of any or all the information, records and documents;
  - 6.5 complying with the Company's reasonable requests for access to senior personnel engaged in the Supplier's performance of this Framework Agreement and the relevant Call-Off Contract; and
  - 6.6 granting access to the Sites to staff of the incoming suppliers (with the approval of the Company) for the purpose of mobilisation and transitioning of the Services. This will include providing access to all plant, equipment, contract related records, staff, and escorting the incoming staff as requested by the Company's Representative.
7. In the event of a failure by the Supplier to comply with any of the obligations set out in this Schedule 15, in the final twelve (12) months of the relevant Call-Off Contract the Company shall be entitled to retain from each payment per Period due to the Supplier a sum of 5% equal to the cost to the Supplier of performing the relevant obligation(s). The Parties agree that such retention shall not be a penalty and is fair and reasonable and represents a genuine pre-estimate of what the cost of performance to the Supplier would have been.

8. The Supplier is required to notify any Sub-Contractors of the relevant demobilisation procedures set out in this Schedule 15 (Obligations on Handover) and/or the Demobilisation Plan.
9. In relation to any Necessary Consents, these will not transfer from the Supplier to an incoming supplier or suppliers and the incoming supplier or suppliers shall be required to obtain these in accordance with Clause 14 (Consents) of this Framework Agreement.

**SCHEDULE 16: KEY PERSONNEL**



## SCHEDULE 17: CONTRACT MANAGEMENT

### Definitions

"Contract Performance Scorecard" has the meaning given in Schedule 14 (Performance Measurement);

"Organisational Chart" means the chart of Supplier Personnel set out in Appendix 1 (Organisational Chart) to this Schedule 17 (Contract Management);

"TfL Contract Owners" means a designated senior manager or director representing the Company.

1. Governance/Management Groups and Meetings
  - 1.1 The Supplier shall establish and maintain an account management team suitable for the Services required, both technically and managerially, to be responsible for but not limited to:
    - (A) the satisfactory execution and day to day management of the Services on a timely basis, and to the standard required as described in this Framework Agreement including Schedule 5 (Services) and the Call-Off Contract;
    - (B) ensuring proactive and pre-emptive management of all Services;
    - (C) providing strategic advice and support in the provision of the Services;
    - (D) acting as the liaison point between the Company's Representative and the Supplier; and
    - (E) ensuring that the Services provided are carried out in accordance with this Framework Agreement, the relevant Call-Off Contract and to the satisfaction of the Company's Representative.
  - 1.2 The Supplier shall comply with the organisational chart attached at Appendix 1 (Organisational Chart) to this Schedule 17 (Contract Management). The Supplier shall populate such organisational chart with the names of relevant Supplier Personnel within twenty (20) Working Days of the Commencement Date. The Supplier shall update such organisational chart and submit to the Company Quarterly.
  - 1.3 The Supplier and Company shall ensure that their relevant representatives meet, as a minimum, in accordance with the frequencies set out in Table 1 (Contract Management Meeting Frequencies) of this Schedule 17 (Contract Management).
  - 1.4 The Supplier shall ensure that all Supplier Personnel attending meetings have the necessary delegated authority to act on behalf of the Supplier. In the absence of the Supplier's Account Director or other Key Personnel, a suitable qualified replacement must be provided.
  - 1.5 The Company shall, prior to each anniversary of the Commencement Date, develop and issue an annual schedule of meetings to monitor and manage the performance of the Services by the Supplier.

- 1.6 The Company shall develop and issue agendas for all meetings no later than two (2) Working Days prior to each meeting and shall take minutes of all meetings. The Meeting Chair (as set out in Tables 2-4 of this Schedule 17 (Contract Management)) shall be responsible for issuing the minutes of all meetings for agreement with the Company within five (5) Working Days of each meeting taking place.
- 1.7 All meetings shall be held at the Company's premises unless agreed otherwise by the Company.
- 1.8 The Supplier shall, in addition to all meetings and plans specified in this Schedule 17 (Contract Management) produce and provide reports in accordance with this Schedule 17 (Contract Management) including the reports set out in Table 5 of this Schedule 17 (Contract Management) (together with such other reports are requested by the Company (acting reasonably) from time to time in writing). All information and reports shall be produced and provided in the format agreed by the Company and shall, if required by the Company, be sent electronically to the Company's electronic storage system or as otherwise specified by the Company.
- 1.9 The Supplier shall attend, with the Company in each Contract Year, the meetings set out in Tables 2-4 of this Schedule 17 (Contract Management), in the frequencies stated below:

**Table 1- Contract Management Meeting Frequencies**

<b>Table 2</b>	Annual Strategic Review	Annually
<b>Table 3</b>	Quarterly Review	Quarterly
<b>Table 4</b>	Operational Review Meeting	Each Period

**Table 2: Annual Strategic Review**

Strategic - Annual Strategic Review	
<p>Purpose - A strategic assessment of the relationship between the Parties, including:</p> <ul style="list-style-type: none"> <li>• business updates from the Company and the Supplier;</li> <li>• achievements of the Company's and Supplier's objectives for the Framework Agreement and each Call-Off Contract;</li> <li>• significant risks and issues affecting the Supplier's performance;</li> <li>• Supplier performance with agreement of actions for improvement;</li> <li>• Supplier's compliance with the performance requirements set out in Schedule 14 (Performance Measurement) in respect of all Call-Off Contracts;</li> <li>• review of the Supplier's progress in respect of strategy, health, safety and environmental issues) and compliance with QUENSH); and</li> <li>• developments within the parties and changes in the applicable market and industry that affect the Framework Agreement and each Call-Off Contract.</li> </ul>	
Title:	Annual Strategic Review
Frequency	Annual
Business Level	Pan TfL - Strategic
Main Agenda Items	<ul style="list-style-type: none"> <li>• Annual performance review</li> <li>• Annual financial review</li> <li>• Business and marketplace developments</li> </ul>
Attendees (Company)	<ul style="list-style-type: none"> <li>• TfL Contract Owner(s)</li> <li>• Senior Operational and Commercial Management Representatives</li> </ul>
Attendees (Supplier)	<ul style="list-style-type: none"> <li>• Supplier - Account Director</li> <li>• Senior Operational and Commercial Management Representatives</li> </ul>
Meeting Chair	<ul style="list-style-type: none"> <li>• Company's Representative</li> </ul>
Reports Required	<ul style="list-style-type: none"> <li>• All Contract Performance Scorecards for that Contract Year in respect of the Supplier's performance in accordance with Schedule 14 (Performance Measurement)</li> <li>• Full 12 month view Spend report</li> </ul>
Decisions/ Reports/ Outputs	<ul style="list-style-type: none"> <li>• Minutes</li> <li>• Actions with responsibility for completion allocated and target dates for completion of such actions</li> </ul>

**Table 3: Quarterly Review**

Tactical – Quarterly Review	
Purpose - A review of performance of the Services by Supplier over the preceding Quarter, including Quarterly review of Supplier performance including against the KPIs set out in Schedule 14.	
Title:	Quarterly Review
Frequency	Each Quarter
Business Level	Pan TfL - Tactical
Main Agenda Items	<ul style="list-style-type: none"> <li>• Performance review</li> <li>• Financial review including abatements if applicable</li> <li>• Business and marketplace developments</li> </ul>
Attendees (Company)	<ul style="list-style-type: none"> <li>• Commercial Contract Management Representatives</li> <li>• Operational Contract Management Representatives</li> </ul>
Attendees (Supplier)	<ul style="list-style-type: none"> <li>• Commercial Contract Management Representatives</li> <li>• Operational Contract Management Representatives</li> <li>• Senior Operational and Commercial Management Representatives (in the event of Level 1, 2 or 3 Non Conformances)</li> </ul>
Meeting Chair	<ul style="list-style-type: none"> <li>• Company’s Representative</li> </ul>
Reports Required from the Supplier	<ul style="list-style-type: none"> <li>• Spend report (cumulative from Commencement Date)                             <ul style="list-style-type: none"> <li>▪ KPI 1 – Delivery of Call-Off Contracts on time</li> <li>▪ KPI 2 – Compliant Completion of Call-Off Contracts- Quality</li> <li>▪ KPI 3 – Management Information Reporting</li> <li>▪ KPI 4 – Lost Time Injuries</li> <li>▪ KPI 5 – Timely and compliant submission of responses to Mini-Competitions</li> </ul> </li> </ul>
Decisions/ Reports/ Outputs	<ul style="list-style-type: none"> <li>• Minutes and actions</li> </ul>

**Table 4 Operational Review Meeting**

Operational Review Meeting	
<p>Purpose - A review of the status of all relevant Call-Off Contracts – planned, in progress and completed, including but not limited to:</p> <ul style="list-style-type: none"> <li>• review of Supplier performance in previous Period;</li> <li>• brief update on operational priorities</li> <li>• review of Company’s potential new requirements</li> <li>• review of Payment Applications and payment adjustments;</li> <li>• review of the Supplier’s skills and resourcing requirements;</li> <li>• resolution of any on-going Supplier performance issues;</li> <li>• review of progress by Supplier in respect of health, safety and environmental issues (including compliance with QUENSH) and waste and resources management.</li> </ul>	
Title:	Operational Review Meeting
Frequency	Per Period – if required by the Company
Business Level	Pan TfL - Strategic
Main Agenda Items	<ul style="list-style-type: none"> <li>• Period operational review</li> <li>• Annual financial review</li> <li>• Business and marketplace developments</li> </ul>
Attendees (Company)	<ul style="list-style-type: none"> <li>• TfL Contract Owner(s) - optional</li> <li>• Operational and Commercial Management Representatives</li> <li>• Senior Operational and Commercial Management Representatives (in the event of Level 1 2 or 3 Non Conformances)</li> </ul>
Attendees (Supplier)	<ul style="list-style-type: none"> <li>• Supplier - Account Director</li> <li>• Operational and Commercial Management Representatives</li> </ul>
Meeting Chair	<ul style="list-style-type: none"> <li>• Company’s Operational and Commercial Management Representatives</li> </ul>
Reports Required	<ul style="list-style-type: none"> <li>• Lost Time Injuries</li> <li>• Update on any remedial actions undertaken by the Supplier as a result of the escalation process and/or KPI2 scores awarded by the Company (quality)</li> <li>• Status of live Call-Off Contracts</li> <li>• Update on faults</li> <li>• Update on any resource/technical/safety issues</li> </ul>
Decisions/ Reports/ Outputs	<ul style="list-style-type: none"> <li>• Minutes and actions</li> </ul>

2. Reports

The Supplier shall produce and provide to the Company the reports set out in the following table (together with such other reports as the Company (acting reasonably) requests from time to time in writing):

**Table 5- Reports**

	<b>Report</b>	<b>Content to include, as a minimum:</b>	<b>Frequency</b>
1.	Spend report (cumulative from Commencement Date)	Call-Off Contract name/reference, brief description of the Call-Off Contract (including the Services), Purchase Order Number, Site(s), business unit, Contract Price, value	Quarterly
2.	Lost Time Injuries	Full details of any Lost time Injuries per Period: date of injury, person(s) injured, Call-Off Contract details, business unit, Site, details of lost time, EIRF (external interim report form) number	Periodically and Quarterly
3.	KPI1 On Time delivery	Full details of Call-Off Contracts over the value of £5000 which are due to be delivered in the Quarter:  Call-Off Contract name and reference, Purchase Order Number, Site(s), business unit, Contract Price, value, Call-Off Completion Date, actual date of Completion (as agreed by the Company in the Valid Completion Certificate), confirmation as to whether the Call-Off Completion Date was met or not	Quarterly