Contract Reference Number: GLA82717 & CW70566

Date: 06th December 2024

**Contract for Services**

**between**

**Greater London Authority**

**and**

**Trustmark Research & Innovation Ltd**

**(trading as “xRI”)**

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**THIS CONTRACT** is made the 6th day of December 2024.

**BETWEEN:**

(1) Greater London Authority, a statutory corporation established by the Greater London Act 1999, whose principal office is at City Hall, Kamal Chunchie Way, London, E16 1ZE (**“the Authority”**); and

(2) Trustmark Research and Innovation Ltd (trading as “xRI”), a company registered in England and Wales (Company Registration Number 14858924) whose registered office is at The Square Arena Business Centre, Basingstoke, RG21 4EB (“**the Service Provider”**).

**RECITALS:**

1. xRI will deploy its pre-commercial BESS systems across the GLA NHS Estate to capture visual, thermal and dimensional data **(as further detailed in Schedule 3)**.
2. Concurrently, BESS systems will scan private and social housing stock in the same areas, delivering GLA real-world building-level data assets of its built environment **(as further detailed in Schedule 3)**
3. The Service Provider resultant from the data capture, produce knowledge graphs which the Service Provider will make available as Open Data.
4. The Authority wishes the Service Provider to provide the Services and the Service Provider is willing to provide the Services to the Authority on the terms and conditions set out in the Contract.

**THE PARTIES AGREE THAT:**

1. Definitions and Interpretation

In the Contract (including the Recitals):

* 1. unless the context indicates otherwise the following expressions shall have the following meanings:

|  |  |
| --- | --- |
| **“Affected Party”** | has the meaning given to it in Clause 24.3;  |
| **“Authority Assets”**  | means any assets (whether tangible or intangible), materials, resources, systems, networks, connectivity and other equipment, machinery and facilities owned by or licensed to the Authority or any member of the Authority Group; |
| **“Authority Group”**  | shall mean where the Authority is: * + - * 1. TfL, TfL in its own right and as holding company of all its subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together and reference to any **“member of the Authority Group”** shall refer to TfL or any such subsidiary; and
				2. the Greater London Authority (GLA), the GLA, TfL, the Mayor’s Office for Policing and Crime, the London Fire Commissioner, London Legacy Development Corporation and the Old Oak and Park Royal Development Corporation (**“Functional Bodies”**) each in their own right and as holding companies of all of their subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together and reference to any **“member of the Authority Group”** shall refer to the GLA, any Functional Body or any such subsidiary;
 |
| **“Authority Premises”** | any land or premises (including temporary buildings) owned or occupied by or on behalf of any member of the Authority Group; |
| **“Business Day”** | any day excluding Saturdays, Sundays or public or bank holidays in England; |
| “Cessation Plan”  | a plan agreed between the Parties or determined by the Authority pursuant to Clauses 25.1to 25.5 (inclusive) to give effect to a Declaration of Ineffectiveness or Clauses 25.6to 25.10 (inclusive) to give effect to a Public Procurement Termination Event; |
| **“Charges”**  | the charges payable by the Authority, in consideration of the due and proper performance of the Services in accordance with the Contract, as specified in or calculated in accordance with Schedule 4 as the same may be varied from time to time in accordance with Clause 25.6 or Clause 28; |
| **“Confidential Information”** | all information (whether written or verbal) that by its nature may reasonably be regarded as confidential to the Authority (or any member of the Authority Group) whether commercial, financial, technical or otherwise, and including information which relates to the business affairs, customers, suppliers, products, software, telecommunications, networks, trade secrets, know-how or personnel of the Authority Group); |
| **“Contract”**  | this contract, including the Schedules and all other documents referred to in this contract; |
| **“Contract Commencement Date”** | the date for commencement of the Contract specified in Schedule 1; |
| **“Contract Information”**  | (i) the Contract in its entirety (including from time to time agreed changes to the Contract) and (ii) data extracted from the invoices submitted pursuant to Clause 5 which shall consist of the Service Provider’s name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount; |
| **“Contract Manager”**  | the person named as such in Schedule 1 or such other person as notified to the Service Provider by the Authority; |
| Data Assets | Has the meaning given in Schedule 3;  |
| “Data Protection Legislation” | means:* + - * 1. any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including but not limited to the Data Protection Act 2018;
				2. any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and
				3. the Privacy and Electronic Communications (EC Directive) Regulations 2003;
 |
| “Declaration of Ineffectiveness” | a declaration of ineffectiveness in relation to this Contract made by a Court of competent jurisdiction pursuant to Regulation 98 of the Public Contracts Regulations 2015 or Regulations 113(2)(a) or 118(3) of the Utilities Contracts Regulations 2016; |
| “Electronic Invoicing Platform” | the Authority’s invoicing platform for the submission and receipt of electronic invoices; |
| **“Electronic Procure-to-Pay (eP2P) Vendor Handbook”** | the handbook setting out the system, format, file requirements and steps for registering to use and using the Electronic Invoicing Platform as updated from time to time, a copy of which can be downloaded from the following link-[https://tfl.gov.uk/corporate/publications-and-reports/procurement-information#on-this-page-5](https://checkpoint.url-protection.com/v1/url?o=https%3A//tfl.gov.uk/corporate/publications-and-reports/procurement-information&g=YzA3N2FiNDZjNGFmYzRlMw==&h=YmVmZTFhOTkwOGQ1N2E4Nzg5NzM1ZTE4MDhjMzgxMzdhYzdiNjE1N2U2NjZjMGJjOThlMmI0MzY2MTk4YzNkOA==&p=YzJlOnBoaWxsaXBzc29saWNpdG9yc2x0ZDpjOm86MjY0ZjNlM2I3ZDlhN2ZlMGE2YzVmZWVjMGU0YjkwODk6djE6cDpU#on-this-page-5); |
| **“Force Majeure Event”** | any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the Affected Party to perform its obligations in accordance with the terms of the Contract but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the Affected Party or the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact; |
| **“Holding Company”** | any company which from time to time directly or indirectly controls the Service Provider as set out by section 1159 of the Companies Act 2006;  |
| **“Insolvency Event”** | any of the following as it applies to either Party: * + - * 1. making any voluntary arrangement with its creditors or becoming subject to an administration order;
				2. a receiver, administrative receiver, manager, or administrator being appointed over all or part of the business of either party or its Holding Company;
				3. applying to court for, or obtaining, a moratorium under Part A1 of the Insolvency Act 1986;
				4. having passed a resolution for its winding-up or being subject to a petition for its winding-up (except for the purposes of a voluntary amalgamation, reconstruction or other re-organisation without insolvency);
				5. ceasing or threatening to cease to carry on its business for any reason or being unable to pay its debts within the meaning of the Insolvency Act 1986;
				6. being an individual or firm, either Party becoming bankrupt or dying;
				7. the Party’s financial position deteriorating so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract are in jeopardy; or
				8. any similar event to those in (a) to (g) above occurring in relation to either Party under the law of any applicable jurisdiction for those purposes;
 |
| **“Intellectual Property** **Rights”** | any patent, know-how, trade mark or name, service mark, design right, utility model, copyright, rights in passing off, database right, rights in commercial or technical information, any other rights in any invention, discovery or process and any other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect in each case in the United Kingdom and anywhere else in the world; |
| **“Key Personnel”**  | the Service Provider’s key personnel named in Schedule 1; |
| **“Losses”** | all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and judgments; |
| **“Milestone”** | an event which is the completion of one or more of the specified activities as may be set out in the Project Plan; |
| **“Parties”**  | the Authority and the Service Provider (including their successors and permitted assignees) and **“Party”** shall mean either of them as the case may be; |
| **“PDF Invoices”** | invoices in PDF (portable document format) format; |
| **“Personal Data”** | has the meaning given to it in the Data Protection Legislation;  |
| **“Processing”** | has the meaning given to it in the Data Protection Legislation; |
| **“Procurement Manager”** | the person named as such in Schedule 1 and referred to in Clause 7 or such other person as notified to the Service Provider by the Authority; |
| **“Project Plan”** | the plan (if any) for implementation including (without limitation) project delivery set out in Schedule 5, developed and agreed by the Parties in relation to the performance and timing of the Services under the Contract which may include Milestones; |
| **“Public Procurement Termination Event”** | has the meaning given to it in Clause 25.7; |
| **“Public Procurement Termination Grounds”** | any one or more of the grounds described either in Regulation 73(1) of the Public Contracts Regulations 2015 or Regulation 89(1) of the Utilities Contracts Regulations 2016; |
| **Raw Data** | has the meaning given in Schedule 3;  |
| **“Service Commencement Date”** | the date for commencement of the Services set out in Schedule 1; |
| **“Service Provider Equipment”** | the equipment and materials of whatsoever nature used by the Service Provider in providing the Services which do not themselves form part of the Services and in which title is not intended to pass to the Authority under the Contract; |
| **“Service Provider’s Personnel”** | all such persons, including (without limitation) employees, officers, suppliers, sub-contractors and agents of the Service Provider, as are engaged in the performance of any of the Services and including the Key Personnel; |
| **“Services”** | 1. subject to Clause 25.6 all or any part of the services to be provided to, or activities to be undertaken and completed for, the Authority by the Service Provider under the Contract as detailed in the Specification including any variations to such services or activities pursuant to Clause 29; and
2. any services, functions or responsibilities which may be reasonably regarded as incidental to the foregoing services or activities and which may be reasonably inferred from the Contract;
 |
| **“Specification”**  | the specification and other requirements set out in Schedule 3; |
| **“Term”**  | the period during which the Contract continues in force as provided in Clause 2 and Schedule 1; |
| **“TfL”** | Transport for London, a statutory corporation established under the Greater London Authority Act 1999; |
| **“Transparency** **Commitment”**  | means the Authority’s commitment to publish its contracts, tender documents and data from invoices received in accordance with the Local Government Transparency Code 2015 and the Authority’s own published transparency commitments; |
| **“VAT”** | means value added tax as provided for in the Value Added Tax Act 1994 and any tax replacing the same or of a similar nature. |

* 1. a reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders;
	2. a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of execution of the Contract;
	3. a reference to any document other than as specified in Clause 1.3 and save as expressed otherwise shall be construed as a reference to the document as at the date of execution of the Contract;
	4. headings are included in the Contract for ease of reference only and do not affect the interpretation or construction of the Contract;
	5. references to Clauses and Schedules are, unless otherwise provided, references to clauses of, and schedules to, the Contract and any reference to a paragraph in any Schedule shall, in the absence of provision to the contrary, relate to the paragraph in that Schedule;
	6. in the event, and only to the extent, of any conflict between the Clauses and the Schedules, the Clauses prevail, except where the conflicting part of the Schedule is explicitly expressed to take precedence;
	7. the Schedules form part of the Contract and will have the same force and effect as if expressly set out in the body of the Contract;
	8. the expression “person” means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture; and
	9. the words “including”, “includes” and “included” will be construed without limitation unless inconsistent with the context.
1. Commencement and Duration

The Contract commences on the Contract Commencement Date and continues in force for the duration stated in Schedule 1 unless terminated earlier in accordance with Clause 27.

1. The Services
	1. The Service Provider:
		1. shall provide the Services to the Authority from the Service Commencement Date in accordance with the Contract;
		2. acknowledges that it has sufficient information about the Authority and the Specification and that it has made all appropriate and necessary enquiries to enable it to perform the Services in accordance with the Contract;
		3. shall neither be entitled to any additional payment nor excused from any obligation or liability under the Contract due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Specification or otherwise to the Contract; and
		4. shall comply with all lawful and reasonable directions of the Authority relating to its performance of the Services for which the Authority shall bear any reasonable costs incurred by the Service Provider.
	2. Notwithstanding anything to the contrary in the Contract, the Authority’s discretion in carrying out its statutory duties shall not be fettered or otherwise constrained or affected by any provision of the Contract;
	3. The Service Provider shall provide the Services:
		1. with the high degree of skill, care and diligence normally exercised by recognised professional firms or by highly skilled and experienced service providers providing services of a similar scope, type and complexity to the Services and with sufficient resources including project management resources;
		2. in conformance in all respects with the Specification and so that they fulfil the purpose indicated by or to be reasonably inferred from the Specification;
		3. in a safe manner and free from any unreasonable or avoidable risk to any person’s health and well-being and in an economic and efficient manner; and
		4. so that they are properly managed and monitored and shall immediately inform the Authority if any aspect of the Contract is not being or is unable to be performed.
	4. Where in the reasonable opinion of the Authority the Service Provider has failed to provide the Services or any part of them in accordance with the Contract, the Authority shall notify the Service Provider in writing, providing sufficient detail about the failure and its expected remedy (“non-conformance notice”). The Service Provider shall then respond to the non-conformance notice within a period of 5 working days. Where the Service Provider agrees to provide the remedy, it shall confirm this in writing to the Authority. If the Service Provider disagrees with the non-conformance notice, the parties shall meet to resolve the issues in accordance with the dispute process outlined in clause 22.
	5. Throughout the term of the Contract the Service Provider shall when required give to the Authority such written or oral advice or information regarding any of the Services as the Authority may reasonably require.
	6. Where a format for electronic receipt of orders by the Service Provider is set out in Schedule 1, the Service Provider shall, unless the Authority requires otherwise, receive orders in such format and shall maintain its systems to ensure that it is able to do so throughout the Term.
2. Charges
	1. The Service Provider shall invoice the Authority in accordance with the procedures set out in Clause 5 and in consideration of, and subject to the due and proper performance of the Services by the Service Provider in accordance with the Contract, the Authority shall pay the Service Provider the Charges in accordance with those procedures and with the other terms and conditions of the Contract.
	2. The Service Provider is not entitled to reimbursement for expenses unless such expenses are specified in Schedule 4 or have been incurred with the prior written consent of the Authority, in which case the Service Provider shall supply appropriate evidence of expenditure in a form acceptable to the Authority.
	3. All Charges exclude any VAT which may be chargeable, which will be payable in addition to the sum in question at the rate and in the manner for the time being prescribed by law on delivery of a valid VAT invoice.
3. Payment Procedures and Approvals
	1. The Service Provider shall invoice the Authority in respect of the Charges:
		1. where no Milestones are specified in Schedule 4, at such dates or at the end of such periods as may be specified in Schedule 1; or
		2. if specified in Schedule 4, on completion of each Milestone provided that any preceding Milestones have been completed in accordance with the Contract,

and shall not make any separate charge for submitting any invoice.

* 1. The Service Provider shall submit:
		1. PDF Invoices via email to the email address set out in Schedule 1 and shall ensure that each PDF Invoice has a unique file reference and be a separate PDF file; or
		2. electronic invoices via the Electronic Invoicing Platform and in compliance with the Electronic Procure-to-Pay (eP2P) Vendor Handbook; and

each such invoice shall contain all information required by the Authority including the Contract Reference Number, SAP order number, Service Provider’s name, address and bank account details to which payment should be made, a separate calculation of VAT, the Authority’s name and address and a brief description of the Services provided. Invoices shall be clear, concise, accurate, and adequately descriptive to avoid delays in processing subsequent payment. PDF Invoices, which are sent to the Authority via email, are taken to have been received at the time of transmission. Electronic invoices are taken to have been received at the time when they are transmitted to the Authority via the Electronic Invoicing Platform.

* 1. In the event of a variation to the Services in accordance with the Contract that involves the payment of additional charges to the Service Provider, the Service Provider shall identify these separately on the relevant invoices.
	2. The Authority shall consider and verify each invoice, which is submitted by the Service Provider in accordance with this Clause 5, within 5 working days of receipt. If the Authority considers that the Charges claimed by the Service Provider in any invoice have:
		1. been correctly calculated and that such invoice is otherwise correct, the invoice shall be approved and payment shall be made by bank transfer (Bank Automated Clearance System (BACS)) or such other method as the Authority may choose from time to time within 30 days of receipt of such invoice or such other time period as may be specified in Schedule 1;
		2. not been calculated correctly or if the invoice contains any other error or inadequacy, the Authority shall notify the Service Provider and the Parties shall work together to resolve the error or inadequacy. Upon resolution, the Service Provider shall submit a revised invoice to the Authority.

The Authority shall not be entitled to treat any properly submitted invoice as disputed or incorrect solely due to its own undue delay in considering and verifying it.

* 1. No payment made by the Authority (including any final payment) or act or omission or approval by the Authority or Contract Manager or Procurement Manager (whether related to payment or otherwise) shall:
		1. otherwise prejudice any rights, powers or remedies which the Authority may have against the Service Provider, or absolve the Service Provider from any obligation or liability imposed on the Service Provider under or by virtue of the Contract; or
		2. prevent the Authority from recovering any amount overpaid or wrongfully paid including payments made to the Service Provider by mistake of law or fact. Without prejudice to Clause 18, the Authority shall be entitled to withhold such amount from any sums due or which may become due to the Service Provider or the Authority may recover such amount as a debt.
	2. Except where otherwise provided in the Contract, the Charges shall be inclusive of all costs of staff, facilities, equipment, materials and other expenses whatsoever incurred by the Service Provider in discharging its obligations under the Contract.
	3. Interest shall accrue at the rate of three percent (3%) above the base rate of the Bank of England from time to time on all sums due and payable under this Contract from the due date until the date of actual payment (both before and after judgement). All such interest shall be calculated on the basis of the actual number of days elapsed, over a three hundred and sixty five (365) day year and compounded at monthly intervals. The parties agree that this provision constitutes a substantial remedy for late payment of any sum payable under the Contract in accordance with s8(2) of the Late Payment of Commercial Debts (Interest) Act 1998.
1. Warranties, Obligations and Limitations
	1. Without prejudice to any other warranties expressed elsewhere in the Contract or implied by law, the Service Provider warrants, represents and undertakes to the Authority that:
		1. the Service Provider:
			1. has full capacity and authority and all necessary licences, permits, permissions, powers and consents (including, where its procedures so require, the consent of its Holding Company) to enter into and to perform the Contract; and
			2. is aware of the purposes for which the Services are required and acknowledges that the Authority is reliant upon the Service Provider's expertise and knowledge in the provision of the Services; and
			3. is entering into this Contract as principal and not as agent for any person and that it will act as an independent contractor in carrying out its obligations under this Contract;
		2. the Contract is executed by a duly authorised representative of the Service Provider;
		3. all materials, equipment and goods used or supplied by the Service Provider in connection with the Contract shall be of satisfactory quality, sound in design and in conformance in all respects with the Specification; and
		4. all documents, drawings, computer software and any other work prepared or developed by the Service Provider or supplied to the Authority under the Contract shall not infringe any Intellectual Property Rights or any other legal or equitable right of any person.
	2. Other than those warranties stated in clause 6.1, the Service Provider provides no warranties, representations or assurances that the Services are fit for the purposes intended by the Authority.
	3. The Authority acknowledges and agrees that the Services as outlined in the Specification are subject to limitations for which the Service Provider shall not be held responsible, including that the Services:
		1. will only be captured from a main, public road which passes the exterior of the Authority Asset and that data will not be captured from any private or minor public road;
		2. will not capture or assess the full exterior of any Authority Asset;
		3. in addition to the Authority Assets, the Service Provider will only capture properties that are visible from a main public road and are located on the transit route from the location of any NHS asset location to another and no deviation from that route will be made to capture any additional properties;
		4. the deliverables will be the result of the data captured as part of the Services and may not be entirely representative of the Authority Asset if data for the entire exterior of the Authority Asset were captured; and
		5. the timescales specified in the Specification are indicative only and are not of the essence of the Contract. The Service Provider will make its reasonable endeavours to adhere to the Milestones but shall not be responsible for any delay which are not within its controlled or result from a delay of the Authority.
	4. Each warranty and obligation in this Clause 6 shall be construed as a separate warranty or obligation (as the case may be) and shall not be limited or restricted by reference to, or reference from, the terms of any other such warranty or obligation or any other term of the Contract.
2. Limitation of Liability
	1. The extent of the Service Provider’s liability under or in connection with this Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 7.
	2. Subject to clause 7.5, the total liability of the Service Provider shall not exceed the total sum of the Services paid by the Authority to the Service Provider under this Contract.
	3. Subject to clause 7.5, the Service Provider shall not be liable for consequential, indirect or special losses.
	4. Subject to clause 7.5, the Service Provider shall not be liable for any of the following (whether direct or indirect):
		1. loss of profit; loss of revenue; loss or corruption of data; loss or corruption of software or systems; loss or damage to equipment; loss of use; loss of production; loss of contract; loss of commercial opportunity; loss of savings, discount or rebate (whether actual or anticipated); harm to reputation or loss of goodwill; and/or wasted expenditure.
	5. Notwithstanding any other provision of this Contract, the liability of the Service Provider shall not be limited in any way in respect of the following:
		1. death or personal injury caused by negligence;
		2. fraud or fraudulent misrepresentation;
		3. any other losses which cannot be excluded or limited by applicable law.
3. Operational Management
	1. The Authority authorises the Contract Manager to act as the Authority’s representative for the Contract.
	2. The Service Provider shall deal with the Contract Manager (or their nominated representative) in respect of all matters arising under the Contract, except as set out below or unless otherwise notified by the Authority:
		1. variations to the Contract;
		2. any matter concerning the terms of the Contract; and
		3. any financial matter (including any issues in Schedule 4),

which shall be referred to the Procurement Manager.

* 1. The Service Provider shall, at the Authority’s request, provide promptly to the Authority at no additional cost such reports on the provision of the Services as the Authority may reasonably request.
1. Service Provider’s Personnel
	1. The Parties confirm that the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended do not apply on the Contract Commencement Date or the expiry or termination of this Contract.
	2. Nothing in this Contract will render the Service Provider’s Personnel, an employee, agent or partner of the Authority or Authority Group by virtue of the provision of the Services by the Service Provider under the Contract, and the Service Provider shall be responsible for making appropriate deductions for tax and national insurance contributions from the remuneration paid to the Service Provider’s Personnel.
	3. The Service Provider shall provide the Service Provider’s Personnel as necessary for the proper and timely performance and management of the Services in accordance with the Contract. All personnel deployed on work relating to the Contract shall have the appropriate qualifications and competence, be properly managed and supervised and in these and any other respects be acceptable to the Authority.
	4. Without prejudice to any of the Authority’s other rights, powers or remedies, the Authority may (without liability to the Service Provider) deny access to any Service Provider’s Personnel to any Authority Premises and/or require that any Service Provider’s Personnel be immediately removed from performing the Services if such Service Provider’s Personnel in the Authority's view have not been properly trained in any way required by this Contract, are otherwise incompetent, negligent, guilty of misconduct or could be a danger to any person. The Authority shall notify the Service Provider of such denial and/or requirement in writing and the Service Provider shall comply with such notice and provide a suitable replacement (with the Contract Manager’s prior consent in the case of Key Personnel).
	5. The Service Provider shall give the Authority, if so requested, full particulars of all persons who are or may be at any time employed on the Contract and shall take all reasonable steps to avoid changes to any of its staff designated in the Contract as Key Personnel. The Service Provider shall give the Authority reasonable notice of any proposals to change Key Personnel and Clause 9.3 shall apply to the proposed replacement personnel.
2. Sub-Contracting
	1. The Service Provider shall not assign or sub-contract all or any part of the Services without the prior written consent of the Authority, which may be refused or granted but not to be unreasonably withheld or delayed, and subject to such conditions as the Authority sees fit. The Authority acknowledges and grants its approval for the Service Provider’s sub-contracting of part of the Services to the sub-contractors named in Schedule 1.
	2. Where the Service Provider sub-contracts all or any part of the Services to any person, the Service Provider shall:
		1. be responsible for payments to that person;
		2. except for any fraudulent or wilfully negligent act of any sub-contractor, remain solely responsible and liable to the Authority for any breach of the Contract or any performance, non-performance, part-performance or delay in performance of any of the Services by any sub-contractor to the same extent as if such breach, performance, non-performance, part-performance or delay in performance had been carried out by the Service Provider;
		3. on or before the Contract Commencement Date or the Service Commencement Date (whichever is the earlier), notify the Authority in writing of the name, contact details and details of the legal representatives of any such sub-contractor (of any tier), to the extent that such information has not already been provided by the Service Provider to the Authority under the Contract;
		4. promptly notify the Authority in writing of any change to the information notified under Clause 10.2.3and provide in writing the name, contact details and details of the legal representatives of each such sub-contractor (of any tier) who is engaged after the Contract Commencement Date or the Service Commencement Date (whichever is the earlier);
		5. without prejudice to the provisions of Clause 12, ensure compliance with the Bribery Act 2010 and any guidance issued by the Secretary of State under it when appointing any such sub-contractor;
			1. entitling the Service Provider or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract to terminate that sub-contract if the relevant sub-contractor fails to comply in the performance of its contract with legal obligations in the fields of environmental, social or labour law; and
			2. a requirement that the sub-contractor includes a provision having the same effect as Clause 10.2.5.1 above in any sub-contract it awards.
3. Access to Premises and Assets
	1. Subject to Clause 9.4, any access to either or both of any Authority Premises or Authority Assets made available to the Service Provider in connection with the proper performance of the Contract shall be free of charge and shall be used by the Service Provider solely for the purpose of performing the Services during the Term in accordance with the Contract provided, for the avoidance of doubt, the Service Provider shall be responsible for its own costs or travel including either or both of any congestion charging or low emission zone charging. The Service Provider shall:
		1. have the use of such Authority Premises as licensee and shall not have or purport to claim any sole or exclusive right to possession or to possession of any particular part of such Authority Premises;
		2. vacate such Authority Premises upon the termination or expiry of the Contract or at such earlier date as the Authority may determine;
		3. not exercise or purport to exercise any rights in respect of any Authority Premises in excess of those granted under this Clause 11.1;
		4. ensure that the Service Provider’s Personnel carry any identity passes issued to them by the Authority at all relevant times and comply with the Authority’s security procedures as may be notified by the Authority from time to time;
		5. not damage the Authority Premises or any assets on Authority Premises; and
		6. return immediately to the Authority in good working order and satisfactory condition (in the reasonable opinion of the Authority) all Authority Assets used by the Service Provider or the Service Provider’s Personnel in the performance of the Services.
	2. Nothing in this Clause 11 shall create or be deemed to create the relationship of landlord and tenant in respect of any Authority Premises between the Service Provider and any member of the Authority Group.
	3. The Authority shall be under no obligation to provide office or other accommodation or facilities or services (including telephony and IT services) to the Service Provider except as may be specified in Schedule 1.
4. Compliance with Policies and Law
	1. The Service Provider, at no additional cost to the Authority:
		1. undertakes to procure that all the Service Provider’s Personnel comply with all of the Authority’s policies and standards that are relevant to the performance of the Services, (including where the GLA is the Authority the Authority’s Dignity at Work policy as updated from time to time and with the GLA’s Code of Ethics as updated from time to time, and where TfL is the Authority, TfL’s workplace harassment policy as updated from time to time (copies of which are available on request from TfL) and with TfL’s Code of Conduct (which is available on TfL’s website, [www.tfl.gov.uk](https://checkpoint.url-protection.com/v1/url?o=http%3A//www.tfl.gov.uk&g=YTFlZDgzN2MwOTEzNTE3ZQ==&h=NTBlMmExNzk4ZDY2N2RmOTc3NTBmYzEzYTIyOTdmNzdjYjYxM2M3NjZmYzEwMDBlODliOWEzNGUyYmE0OGJmNw==&p=YzJlOnBoaWxsaXBzc29saWNpdG9yc2x0ZDpjOm86MjY0ZjNlM2I3ZDlhN2ZlMGE2YzVmZWVjMGU0YjkwODk6djE6cDpU))) including the provisions set out in Schedule 7 and those relating to safety, security, business ethics, drugs and alcohol and any other on site regulations specified by the Authority for personnel working at Authority Premises or accessing the Authority’s computer systems. The Authority shall provide the Service Provider with copies of such policies and standards on request. In the event that the Services are being provided to both the GLA and TfL, then the policies and standards of each of the GLA and TfL shall apply as appropriate;
		2. shall provide the Services in compliance with and shall ensure that the Service Provider’s Personnel comply with all requirements of all Acts of Parliament, statutory instruments, court orders, regulations, directives, European Community decisions (insofar as legally binding), bye-laws, treaties and other regulatory requirements relevant to either or both of the Service Provider’s or the Authority's business, from time to time in force which are or may become applicable to the Services. The Service Provider shall promptly notify the Authority if the Service Provider is required to make any change to the Services for the purposes of complying with its obligations under this Clause 12.1.2;
		3. without limiting the generality of Clause 12.1.2, shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;
		4. acknowledges that the Authority is under a duty under section 149 of the Equality Act 2010 to have due regard to the need to eliminate unlawful discrimination on the grounds of sex, marital or civil partnership status, race, sexual orientation, religion or belief, age, pregnancy or maternity, gender reassignment or disability (a “**Relevant Protected Characteristic**”) (as the case may be) and to promote equality of opportunity between persons who share a Relevant Protected Characteristic and persons who do not share it. In providing the Services, the Service Provider shall assist and cooperate with Authority where possible in satisfying this duty;
		5. where possible, shall provide the Services in such a manner as to:
			1. promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;
			2. eliminate unlawful discrimination; and
			3. promote good relations between persons of different racial groups, religious beliefs and sexual orientation;

12.1.6 without limiting the generality of Clause 12.1.2, shall comply with the Bribery Act 2010, the Criminal Finances Act 2017 and any guidance issued by the Secretary of State under it; and

* + 1. where applicable to the Service Provider and without limiting the generality of Clause 12.1.2, shall comply with the Modern Slavery Act 2015 and any guidance issued by the Secretary of State under it.

In all cases, the costs of compliance with this Clause 12.1 shall be borne by the Service Provider.

* 1. In providing the Services, the Service Provider shall (taking into account best available techniques not entailing excessive cost and the best practicable means of preventing, or counteracting the effects of any noise or vibration) have appropriate regard (insofar as the Service Provider’s activities may impact on the environment) to the need to:
		1. preserve and protect the environment and to the need to avoid, remedy and mitigate any adverse effects on the environment;
		2. enhance the environment and have regard to the desirability of achieving sustainable development;
		3. conserve and safeguard flora, fauna and geological or physiological features of special interest; and

sustain the potential of natural and physical resources and the need to safeguard the life-supporting capacity of air, water, soil and ecosystems.

1. Corrupt Gifts and Payment of Commission

The Service Provider shall not, and shall ensure that its employees, agents and sub-contractors do not, pay any commission, fees or grant any rebates to any employee, officer or agent of any member of the Authority Group nor favour any employee, officer or agent of any member of the Authority Group with gifts or entertainment of significant cost or value nor enter into any business arrangement with employees, officers or agents of any member of the Authority Group other than as a representative of the Authority, without the Authority’s prior written approval.

1. Equipment
	1. Risk in:
		1. all Service Provider Equipment shall be with the Service Provider or the Service Providers sub-contractors at all times; and
		2. all other equipment and materials forming part of the Services (title to which will pass to the Authority) (**“Materials”**) shall be with the Service Provider or the Service Providers sub-contractors at all times until completion of the Services in accordance with the Contract,

regardless of whether or not the Service Provider Equipment and Materials are located at Authority Premises.

* 1. The Service Provider shall ensure that all Service Provider Equipment and all Materials meet all minimum safety standards required from time to time by law.
1. Quality and Best Value
	1. The Service Provider acknowledges that the Authority is a best value authority for the purposes of the Local Government Act 1999 and as such the Authority is required to make arrangements to secure continuous improvement in the way it exercises its functions (having regard to a combination of economy, efficiency and effectiveness) and, as such, the Service Provider shall, where reasonably requested by the Authority, participate in any relevant best value review.
	2. Where the GLA is the Authority then in accordance with the statutory requirement set out in section 61(3) of the Greater London Authority Act 1999, the Service Provider shall send such representatives as may be requested to attend the Greater London Assembly for questioning in relation to the Contract. The Service Provider acknowledges that it may be liable to a fine or imprisonment if it fails to comply with a summons to attend.
	3. At least 10 working days prior to the end of the Term, the Service Provider shall provide to the Authority details of the overall expected data quality versus actual data quality of the Data Assets. The Service Provider shall indicate to the Authority any significant areas where confidence in the Data Assets and consequently the knowledge graphs are subject to material limitations.
2. Insurance
	1. The Service Provider will at its sole cost maintain employer’s liability as required by law and insurance cover in the sum of not less than £5 million per claim (in terms approved by the Authority) in respect of the following to cover the Services (the “**Insurances**”) and will ensure that any public liability, product liability or employer’s liability insurance includes an Indemnity to Principal clause:
		1. public liability to cover injury and loss to third parties;
		2. insurance to cover the loss or damage to any item related to the Services;
		3. product liability; and
		4. professional indemnity or, where professional indemnity insurance is not available, a “financial loss” extension to the public liability insurance referred to in Clause 16.1.1 or, if applicable, the product liability insurance referred to in Clause 16.1.3. Any professional indemnity insurance or “financial loss” extension shall be renewed for a period of 6 years (or such other period as the Authority may stipulate) following the expiry or termination of the Contract.
	2. The insurance cover will be maintained with a reputable insurer.
	3. The Service Provider will produce evidence to the Authority on reasonable request of the insurance policies set out in Clause 16.1 and payment of all premiums due on each policy.
	4. The Service Provider warrants that nothing has or will be done or be omitted to be done which may result in any of the insurance policies set out in Clause 16.1 being or becoming void, voidable or unenforceable.
	5. In the event that any of the Insurances are cancelled or not renewed, the Service Provider shall at its own cost arrange alterative Insurances with an insurer or insurers acceptable to the Authority.
3. The Authority’s Data
	1. The Service Provider acknowledges the Authority's ownership of Intellectual Property Rights which may subsist in the Authority’s data. The Service Provider shall not delete or remove any copyright notices contained within or relating to the Authority’s data.
	2. The Service Provider and the Authority shall each take reasonable precautions (having regard to the nature of their other respective obligations under the Contract) to preserve the integrity of the Authority’s data and to prevent any corruption or loss of the Authority’s data.
	3. During the term of this Contract, the parties agree to discuss in good faith any further uses for the Data Assets which may benefit the Authority, including the possibility of the Service Provider developing an application programming interface (“API”) that the Authority may use to access subsets of the Data Assets for interaction with additional datasets to provide the Authority with further insight into its property assets and other use cases. Unless subject to variation in accordance with clause 28, any commercial terms (including fees) agreed between the parties during those discussions shall not form part of this Contract and shall be subject to further written agreement.
4. Intellectual Property Rights
	1. Ownership by Service Provider:
		1. Except as expressly provided in Clause 18.2, all data (including the Raw Data and Data Assets as defined in Schedule 3), materials, documents, information, and any other outputs (collectively referred to as "Deliverables") generated, created, developed, or acquired by the Service Provider in the course of performing the Services under this Contract shall be the sole and exclusive property of the Service Provider.
		2. The Service Provider shall retain all rights, title, and interest in and to any and all Intellectual Property Rights arising from or related to the Deliverables.
	2. Exception for Open Data Outputs:
		1. Notwithstanding Clause 18.1, any parts of the Deliverables that are explicitly identified and agreed upon in Schedule 3 or otherwise in writing by both Parties as “Open Data” shall be exempt from the Service Provider’s exclusive ownership.
		2. The Open Data outputs shall be made available under the terms specified in Schedule 3, which shall include any applicable Open Data licenses or usage rights agreed upon by the Parties.
	3. Confidentiality and Use Restrictions
		1. Except for the Open Data Outputs as defined in Clause 18.2, the Client shall not disclose, use, or permit use of the Deliverables or any part thereof without the prior written consent of the Service Provider.
		2. The Client shall take all reasonable steps to protect the Service Provider’s Intellectual Property Rights and Confidential Information from unauthorised use or disclosure.
5. Privacy, Data Protection and Cyber Security
	1. The Service Provider shall comply with all of its obligations under Data Protection Legislation.
	2. The Service Provider must follow the 10 Steps to Cyber Security issued by the National Cyber Security Centre.
6. Confidentiality and Announcements
	1. Subject to Clause 21, the Service Provider will keep confidential:
		1. the terms of this Contract; and
		2. any and all Confidential Information that it may acquire in relation to the Authority.
	2. The Service Provider will not use the Authority’s Confidential Information for any purpose other than to perform its obligations under this Contract. The Service Provider will ensure that its officers and employees comply with the provisions of Clause 20.1.
	3. The obligations on the Service Provider set out in Clause 20.1 will not apply to any Confidential Information:
		1. which either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause20);
		2. which a Party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure; or
		3. to the extent that such disclosure is to the Secretary for Transport (or the government department responsible for public transport in London for the time being) the Office of Rail Regulation, or any person or body who has statutory responsibilities in relation to transport in London and their employees, agents and sub-contractors.
	4. The Service Provider shall keep secure all materials containing any information in relation to the Contract and its performance.
	5. The Service Provider shall not communicate with representatives of the general or technical press, radio, television or other communications media in relation to the existence of the Contract or that it is providing the Services to the Authority or in relation to any matter under or arising from the Contract unless specifically granted permission to do so in writing by the Authority. The Authority shall have the right to approve any announcement before it is made.
	6. The provisions of this Clause 20 will survive any termination of this Contract for a period of 6 years from termination.
7. Freedom of Information and Transparency
	1. For the purposes of this Clause 21:
		1. **“FOI Legislation”** means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them and any guidance or statutory codes of practice issued by the Information Commissioner, the Ministry of Justice or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;
		2. **“Information”** means information recorded in any form held by the Authority or by the Service Provider on behalf of the Authority; and
		3. **“Information Access Request”** means a request for any Information under the FOI Legislation.
	2. The Service Provider acknowledges that the Authority:
		1. is subject to the FOI Legislation and agrees to assist and cooperate with the Authority to enable the Authority to comply with its obligations under the FOI Legislation; and
		2. may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Service Provider.
	3. Without prejudice to the generality of Clause 21.2, the Service Provider shall and shall procure that its sub-contractors (if any) shall:
		1. transfer to the Contract Manager (or such other person as may be notified by the Authority to the Service Provider) each Information Access Request relevant to the Contract, the Services or any member of the Authority Group that it or they (as the case may be) receive as soon as practicable and in any event within two (2) Business Days of receiving such Information Access Request; and
		2. in relation to Information held by the Service Provider on behalf of the Authority, provide the Authority with details about and copies of all such Information that the Authority requests and such details and copies shall be provided within five (5) Business Days of a request from the Authority (or such other period as the Authority may reasonably specify), and in such forms as the Authority may reasonably specify.
	4. The Authority shall be responsible for determining whether Information is exempt from disclosure under the FOI Legislation and for determining what Information will be disclosed in response to an Information Access Request in accordance with the FOI Legislation.
	5. The Service Provider shall not itself respond to any person making an Information Access Request, save to acknowledge receipt, unless expressly authorised to do so by the Authority.
	6. The Service Provider acknowledges that the Authority is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 20.1 and Clause 21, Subject to the Service Provider providing its prior written consent to the Authority to do so, the Service Provider hereby gives its consent for the Authority to publish the Contract Information to the general public.
	7. The Authority may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation.
	8. The Authority may in its absolute discretion consult with the Service Provider regarding any redactions to the Contract Information to be published pursuant to Clause 21.6. The Authority shall make the final decision regarding both publication and redaction of the Contract Information.
8. Dispute Resolution
	1. The Authority and the Service Provider shall use all reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to the Contract (**“Dispute”**) before resorting to litigation.
	2. If the Dispute is not settled through discussion between the Contract Manager and a representative of the Service Provider within a period of seven (7) Business Days of the date on which the Dispute arose, the Parties may refer the Dispute in writing to a director or chief executive (or equivalent) (**“Senior Personnel”**) of each of the Parties for resolution.
	3. If the Dispute is not resolved within 14 Business Days of referral to the Senior Personnel, the Parties shall attempt in good faith to resolve the Dispute through entry into a structured mediation or negotiation with the assistance of a mediator. Either Party may give notice to the other Party (**“Notice”**) to commence such process and the Notice shall identify one or more proposed mediators.
	4. If the Parties are unable to agree on a mediator, or if the agreed mediator is unable or unwilling to act within 28 Business Days of the service of the Notice, either Party may apply to the Centre for Effective Dispute Resolution (**“CEDR”**) in London to appoint a mediator. The costs of that mediator shall be divided equally between the Parties or as the Parties may otherwise agree in writing.
	5. Where a dispute is referred to mediation under Clause 22.3, the Parties will attempt to settle such Dispute by mediation in accordance with the model mediation procedures published by CEDR or such other procedures as the mediator may recommend.
	6. If the Parties reach agreement on the resolution of the Dispute, such agreement shall be recorded in writing and once signed by the Parties’ authorised representatives, shall be final and binding on the Parties.
	7. If either Party refuses at any time to participate in the mediation procedure and in any event if the Parties fail to reach agreement on the Dispute within 40 Business Days of the service of the Notice either Party may commence proceedings in accordance with Clause 37.
	8. For the avoidance of doubt, the Service Provider shall continue to provide the Services in accordance with the Contract and without delay or disruption while the Dispute is being resolved pursuant to this Clause 22.
	9. Neither Party shall be prevented from, or delayed in, seeking any order for specific performance or for interim or final injunctive relief as a result of the provisions of this Clause 22 and Clause 22 shall not apply in respect of any circumstances where such remedies are sought.
9. Breach and Termination of Contract
	1. Without prejudice to the either Party’s right to terminate at common law, either Party may terminate the Contract immediately upon giving notice to the other if:
		1. In addition and without prejudice to Clauses 23.1.2 to 23.1.4 (inclusive), either Party has committed any material or persistent breach of the Contract and in the case of such a breach that is capable of remedy fails to remedy that breach within 10 Business Days (or such other timeframe as specified in writing by the other Party) from the date of written notice to the breaching Party giving details of the breach and requiring it to be remedied;
		2. either Party is subject to an Insolvency Event;
		3. either Party or any of its officers, employees or agents commits any act of bribery or other offencedescribed in the Bribery Act 2010 and/or the Criminal Finances Act 2017; or
		4. either Party commits any of the money laundering related offences listed in the Public Contracts Regulations 2015.
	2. Neither Party shall be deemed to be in breach of the Contract, or otherwise liable to the other Party in any manner whatsoever, for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is due to a Force Majeure Event. If a Force Majeure Event has continued for more than 8 weeks from the date on which that Force Majeure Event first arose and is having a material adverse effect on either Party’s performance of its obligations under the Contract (**“the Affected Party”**), then for as long as such Force Majeure Event continues and has that effect, the Party not affected by such Force Majeure Event (**“Innocent Party”**) may terminate the Contract immediately upon giving notice to the Affected Party. If the Contract is terminated in accordance with this Clause 23.2 then without prejudice to any rights and liabilities which accrued prior to termination the Affected Party shall not be liable to the Innocent Party by reason of such termination.
	3. Without prejudice to the Authority’s right to terminate the Contract under Clause 23.1 or to terminate at common law, the Authority may terminate the Contract at any time without cause subject to giving the Service Provider written notice of the period specified in Schedule 1.
	4. Without prejudice to the Authority’s right to terminate the Contract under Clauses 23.1, 23.4 or at common law, the Authority may terminate the Contract at any time following a Declaration of Ineffectiveness in accordance with the provisions of Clause 25.
	5. To the extent that the Authority has a right to terminate the Contract under this Clause 23 then, as an alternative to termination, the Authority may by giving notice to the Service Provider require the Service Provider to provide part only of the Services with effect from the date specified in the Authority’s notice (**“Change Date”**) whereupon the provision of the remainder of the Services will cease and the definition of “the Services” shall be construed accordingly. The Charges applicable with effect from the Change Date will be adjusted proportionately or if in the Authority’s opinion a proportionate adjustment would not be reasonable in such manner as the Authority may determine.
10. Consequences of Termination or Expiry
	1. Notwithstanding the provisions of Clause 20, wherever the Authority chooses to put out to tender for a replacement service provider some or all of the Services, the Service Provider shall disclose to tenderers such information concerning the Services as the Authority may reasonably require for the purposes of such tender. The Service Provider shall not be required to disclosure any information in which it holds Intellectual Property Rights or which is confidential to the Service Provider or any other third party. The Service Provider may impose upon any recipient of such information such obligations of confidentiality as it may require.
	2. The termination or expiry of the Contract shall not prejudice or affect any right, power or remedy which has accrued or shall accrue to either Party prior to or after such termination or expiry.
	3. Upon expiry or termination of the Contract (howsoever caused):
		1. the Service Provider shall, at no further cost to the Authority:
			1. take all such steps as shall be necessary to agree with the Authority a plan for the orderly handover of Services to the Authority (or its nominee), such that the Services can be carried on with the minimum of interruption and inconvenience to the Authority and to effect such handover; and
			2. on receipt of the Authority’s written instructions to do so (but not otherwise), arrange to remove all Supplier Materials which are held electronically by a mutually agreed date.
		2. the Authority shall (subject to Clauses 18, 24.1 and 24.4 and the provisions of any security for due performance supplied by the Service Provider) pay the Service Provider any Charges remaining due in relation to any Services properly performed in accordance with the Contract up to the date of termination or expiry calculated so far as is possible in accordance with Schedule 4 or otherwise reasonably determined by the Authority.
	4. On termination of all or any part of the Contract, the Authority may enter into any agreement with any third party or parties as the Authority thinks fit to provide any or all of the Services and (save where terminated under Clause 23.4).
11. Declaration of Ineffectiveness and Public Procurement Termination Event
	1. In the event that a court makes a Declaration of Ineffectiveness, the Authority shall promptly notify the Service Provider. The Parties agree that the provisions of Clause 24 and Clauses 25.1, 25.2, 25.4to 25.6(inclusive) and 25.12 shall apply as from the time when the Declaration of Ineffectiveness is made.
	2. The Declaration of Ineffectiveness shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Declaration of Ineffectiveness in respect of the period prior to the Declaration of Ineffectiveness, save as otherwise expressly provided to the contrary in Clauses 25.1to 25.6inclusive.
	3. During any court proceedings seeking a Declaration of Ineffectiveness, the Authority may require the Service Provider to prepare a Cessation Plan in accordance with this Clause 25.3by issuing a notice in writing. As from the date of receipt by the Service Provider of such notification from the Authority, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:

25.3.1 an orderly and efficient cessation of the Services or (at the Authority’s request) a transition of the Services to the Authority or such other entity as the Authority may specify; and

25.3.2 minimal disruption or inconvenience to the Authority or to customers of the Services or to public passenger transport services or facilities,

in accordance with the provisions of Clauses 25.2 to 25.6 (inclusive) and which the Parties agree would have effect in the event that a Declaration of Ineffectiveness is made.

* 1. Where there is any conflict or discrepancy between the provisions of Clause 24 and Clauses 25.2 to 25.6 (inclusive) and 25.12 or the Cessation Plan, the provisions of these Clauses 25.2 to 25.6 (inclusive) and 25.12 and the Cessation Plan shall prevail.
	2. The Parties will comply with their respective obligations under the Cessation Plan (as agreed by the Parties or, where agreement cannot be reached, as reasonably determined by the Authority) in the event that a Declaration of Ineffectiveness is made.
	3. The Authority shall pay the Services Provider’s reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Contract or as otherwise reasonably determined by the Authority. Provided that the Authority shall not be liable to the Service Provider for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Contract pursuant to any Declaration of Ineffectiveness.
	4. Without prejudice to the Authority's rights of termination implied into the Contract by Regulation 73(3) of the Public Contracts Regulations 2015 or Regulation 89(3) of the Utilities Contracts Regulations 2016, in the event that the Authority exercises its right to terminate pursuant to this Clause 25.7 (a **“Public Procurement Termination Event”**), the Authority shall promptly notify the Service Provider and the Parties agree that:

29.7.1 the provisions of Clause 24 and these Clauses 25.7 to 25.12 (inclusive) shall apply as from the date of receipt by the Service Provider of the notification of the Public Procurement Termination Event; and

29.7.2 if there is any conflict or discrepancy between the provisions of Clause 24 and these Clauses 25.7 to 25.12 or the Cessation Plan, the provisions of these Clauses 25.7 to 25.12 and the Cessation Plan shall prevail.

* 1. Termination on the Public Procurement Termination Grounds shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such termination on Public Procurement Termination Grounds, in respect of the period prior to such termination, save as otherwise expressly provided in Clauses 25.7 to 25.11 inclusive.
	2. As from the date of receipt by the Service Provider of the notification of the termination on Public Procurement Termination Grounds, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:

25.9.1 an orderly and efficient cessation or (at the Authority's election) a transition to the Authority or such other entity as the Authority may specify of: (i) the Services; or (at Authority's election), (ii) the part of the Services which are affected by the Public Procurement Termination Grounds; and

25.9.2 minimal disruption or inconvenience to the Authority or to customers of the Services or to public passenger transport services or facilities,

in accordance with the provisions of these Clauses 25.7 to 25.11 (inclusive) and to take account of the circumstances of the Public Procurement Termination Grounds.

* 1. Upon agreement, or determination by the Authority, of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.
	2. The Authority shall pay the Service Provider’s reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Contract or as otherwise reasonably determined by the Authority, provided that the Authority shall not be liable to the Service Provider for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Contract as a result of Public Procurement Termination Grounds.
	3. For the avoidance of doubt, the provisions of this Clause 25 (and applicable definitions) shall survive any termination of the Contract following a Declaration of Ineffectiveness or termination on Public Procurement Termination Grounds.
1. Survival

The provisions of Clauses 1, 3.1.3, 4, 5, 6.1.4, 8.1, 10.2.2, 10.2.3, 11.1.1, 11.1.2, 11.1.5, 11.2, 14, 20-22 (inclusive), 24, 25-32 (inclusive), 31, 33-41 (inclusive) and any other Clauses or Schedules that are necessary to give effect to those Clauses shall survive termination or expiry of the Contract. In addition, any other provision of the Contract which by its nature or implication is required to survive the termination or expiry of the Contract shall do so.

1. Rights of Third Parties
	1. Save that any singular member of the Authority Group has the right to enforce the terms of the Contract in accordance with the Contracts (Rights of Third Parties) Act 1999 (**“Third Party Act”**), the Parties do not intend that any of the terms of the Contract will be enforceable by virtue of the Third Party Act by any person not a party to it.
	2. Notwithstanding Clause 27.1, the Parties are entitled to agree to vary or rescind the Contract without the consent of any other member of the Authority Group.
2. Contract Variation

The Contract may only be varied or amended with the written agreement of both Parties.

1. Novation
	1. Neither Party may novate or otherwise transfer the Contract (in whole or in part) without the prior written approval of the other Party.
	2. Where the other Party has agreed to a novation from the requesting Party, it shall within a reasonable period of time from receipt of a written request and at its own expense, execute such agreement to give effect to any such transfer all or part of its rights and obligations under the Contract to one or more persons nominated by the requesting Party.
2. Non-Waiver of Rights

No waiver of any of the provisions of the Contract is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of Clause 32. The single or partial exercise of any right, power or remedy under the Contract shall not in any circumstances preclude any other or further exercise of it or the exercise of any other such right, power or remedy.

1. Illegality and Severability

If any provision of the Contract (in whole or in part) is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed from the Contract and the remaining provisions shall continue in full force and effect as if the Contract had been executed without the invalid, illegal, or unenforceable provision.

1. Notices
	1. With the exception of invoices, any notice, demand or communication in connection with this Contract will be in writing and may be delivered by hand or prepaid recorded delivery first class post addressed to the recipient at its registered office, the address stated in Schedule 1 or any other address notified to the other Party in writing in accordance with this Clause as an address to which notices and other documents may be sent. The notice, demand or communication will be deemed to have been duly served:
		1. if delivered by hand, at the time of delivery; or
		2. if delivered by post, two (2) Business Days after being posted or in the case of Airmail 14 Business Days after being posted.
2. Entire Agreement
	1. Subject to Clause 33.2:
		1. the Contract and all documents referred to in the Contract, contains all of the terms which the Parties have agreed relating to the subject matter of the Contract and such documents and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing relating to the provision of the Services. Neither Party has been induced to enter into the Contract by a statement which the Contract does not contain; and
		2. without prejudice to the Service Provider’s obligations under the Contract, neither Party is responsible for and shall make no claim against the other Party in respect of any misunderstanding affecting the basis of the tender in respect of the Contract or any incorrect or incomplete information howsoever obtained.
	2. Nothing in this Clause 33 excludes any liability which one Party would otherwise have in respect of any statement it has made fraudulently to the other Party.
3. Counterparts

This Contract may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same agreement.

1. Relationship of the Parties

Nothing in the Contract constitutes, or shall be deemed to constitute, a partnership between the Parties. Except as expressly provided in the Contract, neither Party shall be deemed to be the agent of the other, nor shall either Party hold itself out as the agent of the other.

1. Further Assurance

Each Party will do or procure the doing of all acts and things and execute or procure the execution of all such documents as the other Party reasonably considers necessary to give full effect to the provisions of the Contract.

1. Governing Law
	1. The Contract shall be governed by and construed in accordance with the law of England and Wales.
	2. Without prejudice to Clause 22, the courts of England and Wales will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Contract.
	3. Either Party may seek interim injunctive relief or any other interim measure of protection in any court of competent jurisdiction.
	4. Subject to Clause 37.3, each Party waives any objection to, and submits to, the jurisdiction of the courts of England and Wales. Each Party agrees that a judgment or order of any such court is binding upon it and may be enforced against it in the courts of England and Wales or any other jurisdiction.

**THE CONTRACT** has been signed for and on behalf of the Parties the day and year written above.

Signed by )

for and on behalf of )

**the Authority** )

 Signature Print name and position

 Date:

Signed by )

for and on behalf of )

the **Service Provider** )

 Signature Print name and position

 Date:

# SCHEDULE 1 - KEY CONTRACT INFORMATION

1. **Contract Reference Number:** GLA82717 & CW70566
2. **Name of Service Provider:** Trustmark Research and Innovation Ltd (trading as “xRI”)
3. **Commencement:**

**(a) Contract Commencement Date:** 9th December 2024

**(b) Service Commencement Date:** 9th December 2024

1. **Duration/Expiry Date:**

Completed deployment of Built Environment Scanning System: 28th March 2024.

Data Ready to be Ingressed into London Data Store: 28th March 2025.

Access to Data Insights: 1st June 2025 for a period of 5 years. Further provision of access beyond 5 years is subject to further agreement between the parties.

1. **Payment (see Clauses 5.1 and 5.4):**

**Clause 5.1**

Charges are detailed in Schedule 4, payment milestones as follows:

|  |  |  |
| --- | --- | --- |
| **Payment Schedule** | **Percentage of Contract Value** | **Invoice Due Date** |
| **Mobilisation** and BESS deployment | 50% | 09/12/2024 |
| BESS survey completion | 40% | 17/02/2025 |
| Data ready to be ingressed into London Data Store | 10% | 28/03/2025 |

Where no alternative is listed, the payment period shall be 4-weekly

**Clause 5.4**

Where no alternative is listed, payment must be made within 30 days of receipt of invoices.

***\* the period cannot exceed 30 days***

1. **Email address where PDF Invoices shall be sent:**

invoices@tfl.gov.uk

1. **Time for payment where not 30 days (see Clause 5.4):**

1. **Details of the Authority’s Contract Manager**

 **Name: [redacted]**

 **Address:** City Hall, Kamal Chunchie Way, London, E16 1ZE

 **Tel:** N/A

**Email: [redacted]**

1. **Details of the Authority’s Procurement Manager**

 **Name:** [redacted]

 **Address:** Transport for London, Palestra House, 197 Blackfriars Road, London. SE1 8NJ

 **Tel:** N/A

 **Email:** [redacted]

1. **Service Provider’s Key Personnel:**

|  |  |  |
| --- | --- | --- |
| Name & Position | Contact Details | Area of Responsibility |
| [redacted] |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

1. **Service Providers approved sub-contractors:**

**[redacted]**

1. **Notice period in accordance with Clause 27.4 (termination without cause): N/A**
2. **Address for service of notices and other documents in accordance with Clause 36:**

 **For the Authority:** City Hall, Kamal Chunchie Way, London, E16 1ZE

 For the attention of: [redacted]

**For the Service Provider:** FAO: [redacted], xRI, The Square, Basing View, Basingstoke, RG21 4EB

1. **Office facilities to be provided to the Service Provider in accordance with Clause 11.3:** N/A

1. **Training to be provided by the Service Provider in accordance with Clause 8.8:** N/A

# SCHEDULE 2 - SPECIAL CONDITIONS OF CONTRACT

NOT USED

# SCHEDULE 3 – description of services

[redacted]

# SCHEDULE 4 – CHARGES

[redacted]

# SCHEDULE 5 - PROJECT PLAN

[redacted]

# SCHEDULE 6 - FORM FOR VARIATION

**PART A**

Contract Parties: [*to be inserted*]

Contract Number: [*to be inserted*]

Variation Number: [*to be inserted*]

Authority Contact Telephone: [*to be inserted*]

Date: [*to be inserted*]

**AUTHORITY FOR VARIATION TO CONTRACT (AVC)**

Pursuant to Clause 32 of the Contract, agreement to vary the Services and the Charges is sought from the other Party as detailed below. The duplicate copy of this form must be signed by or on behalf of the Parties with a copy returned to the Procurement Manager of the Authority and a copy to the Service Provider.

|  |  |
| --- | --- |
| **DETAILS OF VARIATION** | **AMOUNT (£)** |
|  |  |
| **ALLOWANCE TO THE AUTHORITY** |  |
| **EXTRA COST TO THE AUTHORITY** |  |
| **TOTAL** |  |

.......................................................... ...........................................

For the Authority (signed) (print name)

|  |  |
| --- | --- |
| **ACCEPTANCE BY THE SERVICE PROVIDER** |  |
| **Date** | **Signed** |

#

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