

- 19.8.4 breach by the Authority of any of the terms of this Agreement and/or any licence terms in respect of the Indemnified Deliverable to which the Authority is subject pursuant to the terms of this Agreement.
- 19.9 If any third party claims that the possession and/or use by the Service Provider of any of the materials provided to the Service Provider as contemplated in **clause 19.3** (the "**Authority Deliverables**") constitutes an infringement or misappropriation of any Intellectual Property Rights or other right of that third party, the Authority shall indemnify, keep indemnified and hold harmless the Service Provider (including their respective employees, sub-contractors and agents) from and against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a full indemnity basis) and damages awarded by a court of competent jurisdiction or agreed to be paid by way of settlement of such claim provided that:
- 19.9.1 the Service Provider promptly notifies the Authority of such claim;
- 19.9.2 the Authority shall, at its own cost and expense, be entitled to control the defence of such claim and any related proceedings or settlement negotiations; and
- 19.9.3 at the cost and expense of the Authority, the Service Provider takes all reasonable steps to co-operate with the Authority in the defence or settlement of such claim.
- 19.10 The Authority shall not be liable under **clause 19.9** or otherwise for any infringement:
- 19.10.1 caused by the combination of the relevant Authority Deliverables with other products, data, or information not supplied by the Authority;
- 19.10.2 caused by any use by the Service Provider of any of the Authority Deliverables other than strictly for the purpose of the Service Provider performing its obligations under this Agreement; or
- 19.10.3 caused by breach by the Service Provider of any of the terms of this Agreement.

19.11 If any of the Authority Deliverables become the subject of any claim as described in **clause 19.9** and, as a result of such claim, a court of competent jurisdiction grants an injunction preventing the GLA Group's and/or the Service Provider's use of any such of the Authority Deliverables or there is substantial risk of such injunction being granted or the claim is settled on the basis that the Authority Deliverables cannot be used, the Authority shall at its expense as soon as possible following (and in any event within thirty (30) days of) such event occurring:

19.11.1 obtain for the Service Provider the right to continue to possess and/or use the relevant Authority Deliverables;

19.11.2 with all such assistance from the Service Provider (including the provision of Additional Services) as may be agreed in accordance with **clause 30**, replace or modify the relevant Authority Deliverables so that it becomes non-infringing without detracting from the functionality or performance of the Authority Deliverables so as to prevent the Service Provider from complying with its obligations under this Agreement; or

19.11.3 if it is not commercially reasonable to perform either of the above options, the Authority and the Service Provider shall cease use of the infringing the Authority Deliverables in which case the parties' representatives shall meet and, in good faith, explore all possible amendments to the Services which are required as a result of such cessation of use. Any such amendments shall be considered and (where applicable) agreed in accordance with **clause 30**.

19.12 The Service Provider shall ensure that all royalties, licence fees or similar expenses in respect of all Third Party IPR used in connection with this Agreement have been paid and no such amounts shall be payable by the Authority or any GLA Group Member except to the extent such amounts are included within the Charges.

19.13 This **clause 19** shall survive termination of this Agreement.

19.14 Additional IPR clauses as per Annex D.

20. GENERAL EXCLUSIONS AND LIMITATIONS OF LIABILITY

20.1 Neither party excludes or limits its liability to the other party in respect of:

20.1.1 the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;

20.1.2 death or personal injury resulting from negligence within the meaning of section 1(1) of the Unfair Contract Terms Act 1977;

20.1.3 to the extent applicable, liability under Part 1 of the Consumer Protection Act 1987 for defects within the meaning of that Act;

20.1.4 **clause 27** (Confidentiality and Transparency);

20.1.5 fraud (including fraudulent misrepresentation); or

20.1.6 any other liability which, by law, it cannot exclude or limit,

but nothing in this clause confers any right or remedy upon a party to which it would not otherwise be entitled.

20.2 The Service Provider does not exclude or limit its liability to the Authority under or in connection with this Agreement:

20.2.1 for breach of Intellectual Property Rights (whether pursuant to **clause 19** (Intellectual Property Rights) or otherwise);

20.2.2 in respect of liability pursuant to **clause 10** (Access to the Authority Premises);

20.2.3 in respect of liability pursuant to **clauses 28 and 29** (Freedom of Information and Data Protection); or

20.3 Subject to **clauses 20.1** and 20.2, **clauses 20.3** to 20.8 set out the entire liability of each party (including liability for the acts or omissions of its employees, agents or sub-contractors and, in relation to the Authority, the acts or omissions of the GLA Group) to the other party in respect of:

- 20.3.1 any breach of its contractual obligations arising under or in connection with this Agreement;
- 20.3.2 any representation, statement, negligence, breach of statutory duty or other tortious act or omission arising under or in connection with this Agreement; and
- 20.3.3 any damage to property.
- 20.4 Except as provided in **clauses 20.1** and 20.2, the Service Provider's maximum liability under this Agreement will be as set out in **Schedule 0**.
- 20.5 Except as provided in **clause 20.1**, the entire liability of the Authority and the GLA Group (together) under or in connection with this Agreement will not exceed the GLA Group's Liability Cap.
- 20.6 In the event that a GLA Group Member other than the Authority suffers Losses in circumstances where the Authority would be able to recover such Losses from the Service Provider, such person may recover from the Service Provider an amount equal to the amount that the Authority would have been able to recover had the Losses been suffered by the Authority rather than the other GLA Group Member subject always to the limitations and exclusions of liability contained in this Agreement. In the alternative, the Service Provider agrees that any Losses suffered or incurred by any GLA Group Member arising under or in connection with this Agreement (in this **clause 20.6** collectively "**Group Member Losses**"): (i) will be deemed to have been incurred by the Authority; and (ii) will be recoverable by the Authority from the Service Provider as if they were losses suffered or incurred directly by the Authority but always subject to the limitations and exclusions of liability set out in this Agreement. For the purposes of this **clause 20.6**, any GLA Group Member Losses shall not be deemed to be consequential or indirect or special merely as a result of not being suffered directly by the Authority. For the avoidance of doubt, the Service Provider shall still be entitled, in the case of a remediable breach, to remedy such breach in accordance with the terms of this Agreement.

- 20.7 In the event that the Service Provider is defined under this Agreement to include more than one person, then each such person shall be jointly and severally liable for all obligations of the Service Provider under this Agreement.
- 20.8 The exclusions from and limitations of liability set out in this **clause 20** shall be considered severably. The validity or unenforceability of any one clause, sub-clause, paragraph or sub-paragraph of this **clause 20** shall not affect the validity or enforceability of any other clause, sub-clause, paragraph or sub-paragraph of this **clause 20**.
- 20.9 Subject to **clause 20.10**, the Service Provider is responsible for and shall indemnify, keep indemnified and hold harmless the Authority and the other GLA Group Members (including their respective employees, sub-contractors and agents) (the "**Indemnified Party**") against all Losses which the Indemnified Party incurs or suffers as a consequence of any breach or any negligent performance of this Agreement by the Service Provider (including in each case any non-performance or delay in performance of this Agreement) or of any breach of statutory duty, misrepresentation or misstatement by the Service Provider.
- 20.10 The Service Provider is not responsible for and shall not indemnify the Authority for any Losses to the extent that such Losses are caused by any breach or negligent performance of any of its obligations under this Agreement by the Authority and/or any other the GLA Group Member.
- 20.11 The provisions of this **clause 20** shall survive the termination of the whole or a part of this Agreement.

21. **FORCE MAJEURE**

- 21.1 Subject to **clauses 21.4 and 34**, neither party shall be liable for any delay in performing or for failure to perform any of its obligations under this Agreement due to a Force Majeure Event.
- 21.2 Subject to **clauses 21.4 and 34**, if either party is prevented from performing any of its obligations due to a Force Majeure Event it shall promptly notify the

other party in writing of the circumstances of the Force Majeure Event and the other party shall grant a reasonable extension for the performance of this Agreement. The other party shall in no circumstances be obligated to give an extension which is of a period longer than the Force Majeure Period set out in **Schedule 1**. The Authority may terminate this Agreement on immediate notice in writing if a Force Majeure Event affecting the Service Provider continues for more than the Force Majeure Period set out in **Schedule 1**.

- 21.3 Subject to **clauses 21.4 and 34**, it is expressly agreed that any failure by the Service Provider to perform, or any delay by the Service Provider in performing, its liabilities, obligations or responsibilities under this Agreement which results from any failure or delay in the performance of its obligations by any person with which the Service Provider shall have entered into any contract, supply arrangement, sub-contract or otherwise, shall be regarded as a failure or delay due to a Force Majeure Event only in the event that such person shall itself be prevented from or delayed in complying with its obligations under such contract, supply arrangement, sub-contract or otherwise as a result of circumstances of a Force Majeure Event.
- 21.4 In the case of Services or Software which are for business critical or safety critical parts of the GLA Group, its estate or services or which otherwise require continuous uninterrupted service, as indicated by GLA in **Schedule 1**, the Service Provider shall not be excused from performance due to a Force Majeure Event or a Disaster.

22. **TERMINATION**

- 22.1 Without prejudice to the GLA Group's right to terminate at common law, the Authority may terminate this Agreement immediately (or on such later date as it shall specify in writing) upon giving notice to the Service Provider if:

22.1.1 the Service Provider has committed any material or persistent breach of this Agreement and in the case of such a breach that is capable of remedy fails to remedy that breach within twenty (20) Business Days from the date of written notice to the Service Provider giving details of the breach and requiring it to be remedied;

- 22.1.2 the Service Provider is subject to an Insolvency Event;
 - 22.1.3 there is a Change of Control or of management personnel of the type referred to in **clause 26.4**; or
 - 22.1.4 the Authority is not satisfied on the issue of any conflict of interest in accordance with **clause 9**;
 - 22.1.5 the Service Provider commits any of the money laundering offences under the Money Laundering Regulations 2003;
 - 22.1.6 the Service Provider or any of its officers, employees, sub-contractors or agents commits any act of bribery described in the Bribery Act 2010; or
- 22.2 Without prejudice to the GLA Group's right to terminate this Agreement under **clause 22.1** or to terminate at common law, the Authority may terminate this Agreement and/or the Maintenance Services and/or the Additional Services at any time without cause subject to giving the Service Provider written notice of the period specified in **Schedule 0**.
- 22.3 To the extent that the Authority has a right to terminate this Agreement under this **clause 22** 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 Software or the Services set out in the **Annexes to Schedule 0** with effect from the date specified in the GLA Group's notice ("**Change Date**") whereupon the provision of the remainder of the Software or the Services will cease and the definition of "the Software" and/or "the Services" shall be deemed amended accordingly. The Charges applicable with effect from the Change Date will be adjusted proportionately or, if in the GLA Group's opinion a proportionate adjustment would not be reasonable, in such manner as the Authority may reasonably determine.
- 22.4 Subject to **clause 4.9**, the Service Provider may terminate for non-payment by the Authority. Termination may only occur after a failure to remedy by the

Authority within sixty (60) Business Days from the date of written notice by the Service Provider provided that the Service Provider also provides a written notice to the Authority thirty (30) Business Days after the first written notice is served of its intention to terminate if payment is not made within the next thirty (30) Business Days.

22.5 Without prejudice to the Authority's right to terminate the Agreement under **clauses 22.1, 22.2** or at common law, the Authority may terminate the Agreement at any time following a Declaration of Ineffectiveness in accordance with the provisions of **clause 23A**.

23. **CONSEQUENCES OF TERMINATION/EXIT**

23.1 Except in the case of termination for breach, the Service Provider shall provide the Authority with a statement of account of monies owing to it (if any) for agreement with the Authority. The statement will not include monies withheld under **clause 4.8 or 4.9**.

23.2 On termination of this Agreement, howsoever caused, clauses and Schedules in this Agreement which expressly or impliedly have effect after termination shall remain in effect including **clause 19** (Intellectual Property Rights), **clause 20** (General Exclusions and Limitations of Liability), **clause 27** (Confidentiality and Transparency), **clause 36** (Law and Dispute Resolution) and **Schedule 10** (Exit Management).

23.3 The termination of this Agreement 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.

23.4 Upon termination of this Agreement (howsoever caused) the parties shall perform their respective obligations under **Schedule 10** and the Exit Plan.

23.5 Notwithstanding the provisions of the Exit Plan and **Schedule 10**, whenever the Authority chooses to put out to tender for a replacement service provider for some or all of the Services or Software, the Service Provider shall disclose to tenderers such information concerning the Services and Software as the Authority may require for the purposes of such tender. The Service

Provider may impose upon any recipient of such information such obligations of confidentiality as it may reasonably require.

23.6 The Authority shall, within thirty (30) days of the statement of accounts being agreed under **clause 23.1**, pay the Service Provider any charges remaining due in relation to any Services properly performed and/or the Software properly delivered in accordance with this Agreement up to the date of termination.

23.7 If the Authority terminates this Agreement other than under **clause 23.2**, then the Authority may, without prejudice to its other rights under this Agreement:

23.7.1 itself complete the supply of the Software and/or the Services, or enter into a contract with a third party to effect such completion and, for the avoidance of doubt, such completion shall be taken to include the creation or procurement of any software; and

23.7.2 the Authority shall be entitled to use or have used on its behalf all know-how and Intellectual Property Rights owned or controlled by the Service Provider used in or in connection with the Software and/or Services (including any Escrow Materials and Source Materials as defined below) free of charge for the purposes of completion and use, amendment, modification and/or enhancement of the Software and/or Services as envisaged by this Agreement after such completion.

23.8 If the Authority terminates this Agreement in accordance with **clause 22.1.2**, then the Service Provider shall, as of the date of termination of this Agreement, assign to the GLA Group with full title guarantee, all Intellectual Property Rights in the Services and the Software which were due to be transferred to the Authority should the Insolvency Event have not occurred and which are in existence and capable of assignment as of the date of termination.

23.9 Upon termination of this Agreement (howsoever caused) or a cessation of any Services or part thereof, 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 the Software and, save in the case of a termination by the Authority pursuant to **clause 22.2**, the Service Provider shall be liable for all additional expenditure reasonably incurred by the Authority in having such services carried out and all other costs and damages reasonably incurred by the Authority in consequence of such termination. The Authority may deduct such costs from the charges or any other sums due to the Service Provider or otherwise recover such costs from the Service Provider as a debt.

23A DECLARATION OF INEFFECTIVENESS

23A.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 23** and this **Clause 23A** shall apply as from the date of receipt by the Service Provider of the notification of the Declaration of Ineffectiveness. Where there is any conflict or discrepancy between the provisions of **Clause 23** and this **Clause 23A** or the Cessation Plan, the provisions of this **Clause 23A** and the Cessation Plan shall prevail.

23A.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.

23A.3 As from the date of receipt by the Service Provider of the notification of the Declaration of Ineffectiveness, 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:

23A.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

23A.3.2 minimal disruption or inconvenience to the Authority or to public passenger transport services or facilities,

in accordance with the provisions of this **Clause 23A** and to give effect to the terms of the Declaration of Ineffectiveness.

23A.4 Upon agreement, or determination by the Authority, of the Cessation Plan the parties will comply with their respective obligations under the Cessation Plan.

23A.5 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 Agreement 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 Agreement pursuant to this **Clause 23A**.

24. STEP IN RIGHTS

24.1 If the Authority reasonably believes that it needs to take action in connection with part or all of the Services:

24.1.1 because of a serious risk to the health or safety of persons or property or to the environment;

24.1.2 to discharge a statutory duty;

24.1.3 because the Services are not being performed to at least the Service Levels;

24.1.4 because the Services are not being performed when due to be performed; and/or

24.1.5 because the Services are not being performed in accordance with the terms of this Agreement,

then, save where such failure to perform is due to the acts or omissions of the Authority or any GLA Group Member and without prejudice to any other rights of the Authority, the provisions set out in this **clause 24** shall apply.

24.2 The Authority shall notify the Service Provider in writing of the following:

- 24.2.1 the action it wishes to take, which may include stepping-in to provide the affected services by the GLA Group or via a third party;
 - 24.2.2 the reason for such action;
 - 24.2.3 the date it wishes to commence such action;
 - 24.2.4 the time period which it believes will be necessary for such action;
and
 - 24.2.5 to the extent practicable, the effect on the Service Provider and its obligations to provide the Services during the period such action is being taken.
- 24.3 Following service of such notice, the Authority or a third party appointed by the Authority for the purpose shall take such action as is notified under **clause 24.2** and any consequential additional action as the Authority reasonably believes is necessary (the “**Required Action**”) and the Service Provider shall give all reasonable assistance at no additional cost to the Authority or such third party while it is taking such the Required Action.
- 24.4 Without prejudice to the generality of **clause 24.3**, the Service Provider will co-operate fully with and provide all reasonable assistance to the Authority and/or third party performing the Required Action (“**Step-In Provider**”), including allowing:
- 24.4.1 the Step-In Provider to use all or any part of the Software and/or provide such access to the Service Provider’s premises as may be reasonably required to assist in the performance of such Services;
 - 24.4.2 the Step-In Provider reasonable access to such management records, software, documentation and equipment which relate to the Services as is reasonably necessary to enable the performance of the Services; and
 - 24.4.3 the Step-In Provider to manage the Service Provider’s business and contractual relationships with sub-contractors, agents and/or third

party providers where relevant to the continuing provision of the Services.

- 24.5 The Step-In Provider will cease to provide the Services and the Service Provider will resume its obligations under this Agreement when the Service Provider can demonstrate to the reasonable satisfaction of the Authority that the Service Provider has rectified the breach that led to the appointment of the Step-In Provider or the Authority confirms it wishes to cease providing the Required Action.
- 24.6 For so long as and to the extent that the Required Action is taken and this prevents the Service Provider from providing any part of the Services, the Service Provider shall be relieved from its obligations to provide such part of the Services and the Authority shall not be liable to pay Charges for such part of the Services.
- 24.7 The Service Provider will bear all of the reasonable costs and expenses of the Authority and any third party (including, amongst other things, staff costs) in taking the Required Action and any actions required to be taken by the Authority or such third party to re-transfer the obligation to provide the Services to the Service Provider.

25. **SEVERABILITY**

- 25.1 If any provision of this Agreement (in whole or in part) is held to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed from this Agreement and the remaining provisions shall continue in full force and effect as if this Agreement had been executed without the invalid, illegal, or unenforceable provision. In the event that in the GLA Group's reasonable opinion such a provision is so fundamental as to prevent the accomplishment of the purpose of this Agreement, the Authority and the Service Provider shall immediately commence good faith negotiations to remedy such invalidity.

26. ASSIGNMENT/SUB-CONTRACTING/CHANGE OF OWNERSHIP

- 26.1** The Service Provider shall not assign or sub-contract all or any part of the Services or its obligations in relation to providing the Software without the prior written consent of the Authority as to the identity of the relevant sub-contractor, which may be refused or granted consent subject to such conditions as the Authority sees fit.
- 26.2** Where the Service Provider sub-contracts all or any part of the Services or the provision of the Software to any person, the Service Provider shall:
- 26.2.1** ensure that such person is obliged to comply with all of the obligations and duties of the Service Provider under this Agreement insofar as they relate to the Services or the provision of the Software or part thereof (as the case may be) which that sub-contractor is required to provide;
- 26.2.2** be solely responsible for payments to that person;
- 26.2.3** remain solely responsible and liable to the Authority for any breach of this Agreement or act or omission of a sub-contractor or any performance, non-performance, part performance or delay in performance of any of the Services and/or obligations by any sub-contractor to the same extent as if such breach or act or omission had been made by the Service Provider;
- 26.2.4** without prejudice to the provisions of **clause 11**, ensure compliance with the Bribery Act 2010 and any guidance issued by the Secretary of State under it when appointing any such sub-contractor; and
- 26.2.5** where the GLA is the Authority, include a term in each sub-contract requiring payment to be made by the Service Provider to the sub-contractor within a specified period not exceeding 30 days from receipt of a valid invoice as defined by the sub-contract requirements.

- 26.3 Where the Authority gives its consent to sub-contracting under **clause 26.1**, the Authority may as a condition of giving its consent to the Service Provider require direct warranties, undertakings, guarantees and/or indemnities from such sub-contractor concerning the provision of the Services and its compliance with the obligations set out in this Agreement in all respects.
- 26.4 The Service Provider shall give notice to the Authority within ten (10) Business Days in the event that there is:
- 26.4.1 any change in the control of the Service Provider where such change relates to fifty percent (50%) or more of the issued share capital of the Service Provider; or
- 26.4.2 any change in the control of the Holding Service Provider where such change relates to fifty percent (50%) or more of the issued share capital of the Holding Service Provider; or
- 26.4.3 in the case of an unincorporated Service Provider, any change in the management personnel of the Service Provider which alone or taken with any other change in management personnel not previously notified to the Authority, equates to a change in the identity of fifty percent (50%) or more of the management personnel of the Service Provider,
- such notice to be given:
- 26.4.4 as soon as reasonably possible upon the Service Provider becoming aware the change of control or of management personnel is going to take place (taking into account any restrictions placed on giving such notice by any recognised stock exchange); and
- 26.4.5 within ten (10) Business Days of the date on which such change takes effect.
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- 26.5 The Authority may novate or otherwise transfer this Agreement (in whole or in part). Within ten (10) Business Days of a written request from the Authority, the Service Provider shall, at its own expense, execute such agreement as the Authority may reasonably require to give effect to any such

transfer of all or part of its rights and obligations under this Agreement to one or more persons nominated by the Authority.

27. CONFIDENTIALITY AND TRANSPARENCY

27.1 The Service Provider agrees in respect of Confidential Information disclosed pursuant to this Agreement or discovered further to the operation of this Agreement:

27.1.1 to keep the Confidential Information in strict confidence and secrecy;

27.1.2 not to use the Confidential Information save for complying with its obligations under this Agreement;

27.1.3 subject to **clause 27.1.4**, not to disclose the Confidential Information to a Third Party without prior written consent of the Authority (save that the Service Provider may disclose Confidential Information to any sub-contractors it appoints pursuant to **clause 26** who of necessity need the same in the performance of this Agreement subject to such sub-contractor providing the Authority with an undertaking to keep the Confidential Information disclosed to it confidential in similar terms to the provisions of this **clause 27**); and

27.1.4 to restrict the disclosure of the relevant and necessary parts of the Confidential Information to such of its employees, agents and sub-contractors (including persons who are appointed from time to time by the Authority to maintain the Software) who of necessity need the same in the performance of this Agreement and in such circumstances to ensure that such employees, agents and sub-contractors are aware of the confidential nature of the Confidential Information subject to any such agents and sub-contractors providing the Service Provider with an undertaking to keep the Confidential Information disclosed to it confidential in similar terms to the provisions of this **clause 27**.

27.2 The obligations set out in **clause 27.1** shall not apply to any Confidential Information which:

- 27.2.1 the Service Provider can show by documentary evidence was already in its lawful possession and at its free disposal otherwise than directly or indirectly from the Authority or any other GLA Group Member;
 - 27.2.2 is lawfully disclosed to the Service Provider without any obligations of confidence, by any person who has not derived it directly or indirectly from the Authority or any other GLA Group Member;
 - 27.2.3 is or has come into the public domain through no fault of the Service Provider or its personnel;
 - 27.2.4 is required by law or by order of a court of competent jurisdiction to be disclosed but only to the extent required by such law or order;
 - 27.2.5 is disclosed with the prior written consent of the Authority; or
 - 27.2.6 is disclosed pursuant to **clause 28**.
- 27.3 The Service Provider acknowledges that damages would not be an adequate remedy for any breach of **clause 27** and that (without prejudice to all other rights, powers and remedies which the Authority may be entitled to as a matter of law) the Authority shall be entitled to seek the remedies of injunction, specific performance and other equitable relief to enforce the provisions of this **clause 27** and no proof of special damages shall be necessary for the enforcement of the provisions of this **clause 27**.
- 27.4 The Service Provider's obligation of confidentiality in this **clause 27** shall survive the termination of this Agreement.
- 27.5 For the avoidance of doubt, **clause 28** shall take precedence over this **clause 27** to the extent of any inconsistency.
- 27.6 The Service Provider acknowledges that the Authority is subject to the Transparency Commitment. Accordingly, notwithstanding any other provision of this Agreement, the Service Provider hereby gives its consent for the Authority to publish the Contract Information to the general public.

27.7 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. 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 27.6**. The Authority shall make the final decision regarding publication and/or redaction of the Contract Information.

28. **FREEDOM OF INFORMATION**

28.1 The Service Provider acknowledges that the Authority:

28.1.1 is subject to the FOI Legislation and agrees to assist and co-operate with the Authority to enable the Authority to comply with its obligations under the FOI Legislation; and

28.1.2 may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Service Provider and, subject to the provisions of this **clause 28**, may ultimately at its discretion disclose such Information.

28.2 Without prejudice to the generality of **clause 28.1**, the Service Provider shall and shall procure that its sub-contractors (if any) shall:

28.2.1 transfer to the Authority each Information Request relevant to this Agreement, the Services, the Software or any GLA Group Member 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 Request; and

28.2.2 in relation to Information held by the Service Provider on behalf of the Authority, provide the Authority with details about and/or copies of all such Information that the Authority requests and such details and/or 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.

28.3 The Authority shall be responsible for determining whether Information is exempt information under the FOI Legislation and for determining what Information will be disclosed in response to an Information Request in accordance with the FOI Legislation. The Service Provider shall not itself respond to any person making an Information Request, save to acknowledge receipt, unless expressly authorised to do so by the Authority.

28.4 This **clause 28** shall survive termination of this Agreement.

29. **DATA PROTECTION**

29.1 The Service Provider shall comply with all of its obligations under the DPA and, if Processing Personal Data on behalf of the GLA Group ("**Authority Personal Data**"), shall only carry out such Processing for the purposes of providing the Services and the Software in accordance with this Agreement and in accordance with any obligations imposed by the Authority in **Schedule 0** and any other instructions from the Authority as may be specified from time to time.

29.2 Without prejudice to the generality of **clause 29.1**, the Service Provider shall:

29.2.1 take appropriate technical and organisational security measures, that are satisfactory to the Authority, against unauthorised or unlawful Processing of Authority Personal Data and against accidental loss, destruction of, or damage to such Personal Data;

29.2.2 provide the Authority with such information as it may from time to time require to satisfy itself of compliance by the Service Provider with **clause 29.2.1**;

29.2.3 co-operate with the Authority in complying with any subject access request made by any Data Subject pursuant to the DPA and/or responding to any enquiry made or investigation or assessment of

Processing initiated by the Information Commissioner in respect of any Authority Personal Data;

29.2.4 when notified by the Authority, comply with any agreement between the Authority and any Data Subject in relation to any Processing which causes or is likely to cause substantial and unwarranted damage or distress to such Data Subject, or any court order requiring the rectification, blocking, erasure or destruction of any Authority Personal Data;

29.2.5 take reasonable steps to ensure the reliability of Personnel having access to Authority Personal Data and to ensure that such Personnel are fully aware of the measures to be taken and the Service Provider's obligations under this clause 29 when Processing Authority Personal Data; and

29.2.6 not Process any Authority Personal Data outside the European Economic Area (or any country deemed adequate by the Commission pursuant to Article 25(6) Directive 95/46/EC) without the GLA Group's prior written consent and, in the event of such consent, only if the Service Provider has agreed in writing to reasonable provisions imposed by the Authority relating to such Processing.

29.3 When the Service Provider receives a written request from the Authority for information about, or a copy of, Authority Personal Data, the Service Provider shall supply such information or data to the Authority within such time and in such form as specified in the request (such time to be reasonable) or if no period of time is specified in the request, then within ten (10) Business Days from the date of the request.

29.4 The Authority remains solely responsible for determining the purposes and manner in which Authority Personal Data is to be Processed. The Service Provider shall not share any Authority Personal Data with any sub-contractor or third party unless there is a written contract in place with the Authority which requires the sub-contractor or third party:

29.4.1 to only Process Authority Personal Data in accordance with the GLA Group's instructions to the Service Provider; and

29.4.2 to comply with the same obligations with which the Service Provider is required to comply under this **clause 29**.

29.5 This **clause 29** shall survive termination of this Agreement.

30. **AMENDMENT AND WAIVER**

30.1 This Agreement may only be varied or amended with the written agreement of both parties. The details of any variations or amendments shall be set out in such form as the Authority may require and which may be substantially in the form set out in **Schedule 7** and shall not be binding upon the parties unless completed in accordance with such form of variation.

30.2 Any waiver of a breach of any of the terms of this Agreement shall not be deemed a waiver of any subsequent breach and shall not affect the other terms of this Agreement.

31. **EMPLOYEES**

31.1 Nothing in this Agreement will render the Service Provider's Personnel an employee, agent or partner of the Authority or of any member of the GLA Group by virtue of the provision of the Services by the Service Provider under this Agreement 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.

31.2 Notwithstanding **clause 31.1**, the Service Provider shall indemnify, keep indemnified and hold harmless the GLA Group from and against all liabilities, costs, expenses, injuries, direct or indirect or consequential loss, damages, claims, demands, proceedings and legal costs (on a full indemnity basis) which the Authority or the GLA Group incur or suffer whenever arising or brought by the Service Provider's Personnel or any person who may allege to be the same.

31.3 The Service Provider shall pay to the Service Provider's Personnel not less than the amounts declared to the Authority (if any) as part of the tender process for this Agreement and not less than the amounts to which the Service Provider's Personnel are contractually entitled.

31.4 *NON-SOLICITATION*

31.4.1 Subject to **clause 31.4.2**, neither the Service Provider nor the Authority shall, whether directly or indirectly and whether alone or in conjunction with, or on behalf of, any other person and whether as a principal, shareholder, director, employee, agent, consultant, contractor or otherwise:

31.4.1.1 at any time during the Term solicit, induce or entice away or endeavour to solicit, induce or entice away from the other party any person employed by or contracted to that party in a senior and/or skilled capacity where such person is engaged at any time during the term in the performance of this Agreement whether or not such person would commit any breach of his or her contract of employment or engagement by leaving the employment or engagement of the other party;

31.4.1.2 at any time during the Term employ, engage or appoint any person employed by the other party in any senior and/or skilled capacity where such person is engaged at any time during the term in the performance of this Agreement and where such person would commit a breach of his or her contract of employment by leaving the employment of the other party;

31.4.1.3 at any time during the period of twelve (12) months following the end of the Term, solicit, induce or entice away or endeavour to solicit, induce or entice away, from the other party any person employed by or

contracted to the other party in a senior and/or skilled capacity where such person was engaged at any time during the final three (3) months of the term in the performance of this Agreement (including employees whose employment has transferred to the Authority or a new service provider pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 2006 after the end of the Term) whether or not such person would commit any breach of his or her contract of employment or engagement by leaving the employment or engagement of the other party; or

31.4.1.4 at any time during the period of twelve (12) months following the end of the Term employ, engage or appoint any person employed by the other party in a senior and/or skilled capacity where such person was engaged at any time during the final three (3) months of the term of this Agreement in the performance of this Agreement and where such person would commit a breach of his or her contract of employment by leaving the employment of the other party.

31.4.2 This **clause 31.4** shall not prevent employment resulting from general recruitment advertising which shall not constitute a breach of **clause 31.4**.

31.5 Subject to **Schedule 0**, the parties confirm that the Transfer of Undertakings (Protection of Employment) Regulations 2006 are not envisaged to apply on the Commencement Date or the termination of this Agreement.

31.6 This **clause 31** shall survive termination of this Agreement.

32. **NOTICES**

32.1 Any notice, demand or communication in connection with this Agreement will be in writing and may be delivered by hand, prepaid recorded delivery first

class post or facsimile addressed to the addressee at the address stated in **Schedule 0** (or in the absence of such address being set out, the recipient's registered office), or any other address and facsimile number notified to the other party in writing in accordance with this clause as an address to which notices, demands and communications may be sent. The notice, demand or communication will be deemed to have been duly served:

32.1.1 if delivered by hand, at the commencement of the following Business Day;

32.1.2 if delivered by post, seventy-two (72) hours after being posted or, in the case of airmail, ten (10) Business Days after being posted; or

32.1.3 if delivered by facsimile, at the commencement of the following Business Day, provided that a confirming copy is sent by first class post to the other party within twenty-four (24) hours after transmission.

33. PUBLICITY

33.1 Subject always to the provisions of **clause 33.3**, no announcement, circular, advertisement or other publicity (including any communication with representatives of the general or technical press, radio, television or other communications media) in connection with this Agreement, its subject matter or any ancillary matter will be made or issued by or on behalf of the Service Provider without the prior written consent of the Authority. The Authority shall have the right to approve any such announcement, circular, advertisement or other publicity before it is made.

33.2 The Service Provider agrees and shall ensure that the Authority has the right to control and to supervise all dealings with the press and any other media in relation to any incident, event, claim or action arising in connection with this Agreement.

33.3 Without prejudice to the generality of the foregoing, the Service Provider shall not (without the prior written approval of the London Organising Committee of the Olympic Games Limited ("LOCOG")) in each case) represent that any

products or services provided under this Agreement have been endorsed or approved by the Authority, the British Olympic Association, the British Paralympic Association, LOCOG or any other official Olympic or Paralympic body, or that the Service Provider (including any of its products or services) are in any way associated with those organisations, the Olympic Games and/or Paralympic Games, or London 2012, including by publishing or issuing any statement (factual or otherwise) about the Service Provider's provision of the products or services under this Agreement.

34. DISASTER RECOVERY

34.1 The Service Provider will ensure at all times it has in place a Disaster Recovery Plan and that the Disaster Recovery Plan is adequate to minimise the effect of any Disaster.

34.2 Subject to **clause 34.4**, unless the Disaster was caused by a Force Majeure Event which a reasonable disaster recovery plan would not be expected to protect against, the Service Provider's liability to pay the Service Credits will continue to accrue until such time as the Services are performed by the Service Provider in accordance with the provisions of this Agreement and the Service Levels. Without prejudice to the generality of the foregoing, a reasonable disaster plan should protect against incidents involving fire, interruption in power supply, act of terrorism, threat of act of terrorism, earthquake, extraordinary storm, flood or abnormal weather conditions.

34.3 In the event of a Disaster, the Service Provider will immediately implement the Disaster Recovery Plan and will continue to provide those Services which are not affected by the Disaster in accordance with the provisions of this Agreement. In respect of any part of the Services which are affected by the Disaster, the Service Provider will comply with the Disaster Recovery Plan, the rest of this **clause 34** and this Agreement.

34.4 In the case of Services or Software which are for business critical or safety critical parts of the GLA Group, its estate or services or which otherwise require continuous uninterrupted service, as indicated by GLA in **Schedule 1**,

the Service Provider shall not be excused from performance due to a Force Majeure Event or a Disaster.

35. INDEMNITY - CONDUCT OF CLAIMS

35.1 In respect of any claim arising under any indemnity contained in this Agreement, the party indemnified ("**indemnified party**") will:

35.1.1 as soon as possible give to the party giving the indemnity ("**indemnifying party**") written notice of the claim, circumstance or matter against which that party is claiming to be indemnified, and all details of the claim from time to time in the knowledge or possession of that party;

35.1.2 where the claim relates to a claim by any third party against that party, not without the prior written consent of the other party (which will not be unreasonably withheld or delayed) admit liability or make any offer, promise, compromise, settlement or communication with the third party in respect of the claim; and

35.1.3 where the claim is by a third party against the indemnified party,

35.1.3.1 at the request of the indemnifying party; and

35.1.3.2 provided at all times that the indemnifying party provides to the reasonable satisfaction of the indemnified party security for all costs, charges and expenses,

surrender to the indemnifying party or its insurers the conduct, in the indemnified party's name, of the defence, settlement and/or counterclaim to the third party's claim (provided that the indemnified party will be kept fully informed as to the conduct of such defence, settlement and/or counterclaim).

36. LAW AND DISPUTE RESOLUTION

36.1 The formation, existence, construction, performance, validity and all aspects whatsoever of this Agreement or of any term of this Agreement as well as

any non-contractual obligations arising out of or in connection with it shall be governed by English law. The English courts shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement. The parties agree irrevocably to submit to that jurisdiction.

- 36.2 If the Dispute is not settled through discussion between the representatives of the parties 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.
- 36.3 If the Dispute is not resolved within ten (10) Business Days of referral to the Senior Personnel, either party may propose by notice to the other party ("**Notice**") that a structured mediation or negotiation be entered into with the assistance of a mediator.
- 36.4 If, within twenty (20) Business Days of the service of the Notice, the parties are unable to agree on a mediator or if the agreed mediator is unable or unwilling to act, 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.
- 36.5 Where a dispute is referred to mediation under **clause 36.4**, 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.
- 36.6 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.
- 36.7 If either party refuses at any time to participate in the mediation procedure or in any event if the parties fail to reach agreement on the Dispute within forty (40) Business Days of the service of the Notice either party may commence proceedings in accordance with **clause 36.1**.

36.8 For the avoidance of doubt, the Service Provider shall continue to perform its obligations under this Agreement in accordance with this Agreement and without delay or disruption while the Dispute is being resolved pursuant to this **clause 36**.

36.9 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 36**.

37. RIGHTS OF THIRD PARTIES

37.1 Save that any GLA Group Member has the right to enforce the terms of this Agreement 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 this Agreement will be enforceable by virtue of the Third Party Act by any person not a party to it.

37.2 Notwithstanding **clause 37.1**, the parties are entitled to waive time, vary or rescind this Agreement without the consent of any GLA Group Members.

38. ENTIRE AGREEMENT/RELIANCE ON REPRESENTATIONS

38.1 This Agreement and the documents and Schedules and Annexes which are incorporated into and form part of this Agreement contain all the terms which the parties have agreed in relation to the subject matter of this Agreement and supersede any prior written or oral agreements, representations or understandings between the parties in relation to such subject matter.

38.2 The Service Provider acknowledges that this Agreement has not been entered into wholly or partly in reliance on, nor has the Service Provider been given, any warranty, statement, promise or representation made by or on behalf of the Authority other than as expressly set out in this Agreement. To the extent that any such warranties, statements, promises or representations have been given the Service Provider unconditionally and irrevocably waives any claims, rights or remedies which it might otherwise have had in relation to them.

38.3 Nothing in this **clause 38** will exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.

39. **GENERAL**

39.1 Nothing contained in this Agreement, and no action taken by the parties pursuant to this Agreement, will be deemed to constitute a relationship between the parties of partnership, joint venture, principal and agent or employer and employee. Neither party has, nor may it represent that it has, any authority to act or make any commitments on the other party's behalf.

39.2 The failure or delay by either party to this Agreement in exercising any right, power or remedy of that party under this Agreement shall not in any circumstances impair such right, power or remedy nor operate as a waiver of it. The single or partial exercise by either party to this Agreement of any right, power or remedy under this Agreement shall not in any circumstances preclude any other or further exercise of it or the exercise of any other right, power or remedy.

39.3 This Agreement 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.

SCHEDULE 0

Key Contract Information

Service Provider

Greenwood Strategic Advisors AG a "Aktiengesellschaft" (a joint stock company incorporated under Swiss law) registered in Switzerland with registration number *CHE-115.022.726* and whose registered office is at Zugerstrasse 40, CH-6314 Unterägeri, ZG, Switzerland.

the GLA Group

the Authority and all of its subsidiaries (as defined in Sections 736 and 736A of the Companies Act 1985), which definition shall include the Authority (whether or not the Authority is a subsidiary) together with , its functional bodies (as may change from time to time but, at the date of this Agreement the Mayor's Office for Policing and Crime, , the London Legacy Development Corporation, the Old Oak and Park Royal Development Corporation and the London Fire and Emergency Planning Authority)) and reference to any "GLA Group Member" shall refer to GLA, the Authority and/or any such company, as applicable

Agreement End Date

30. April 2018 [02. May 2018 Last Advisory Board Meeting]

Business Hours

The hours of *08:00* to *18:00* inclusive on

any Business Day 365days a year

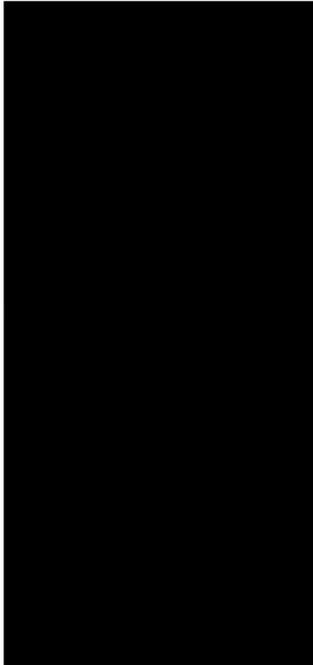
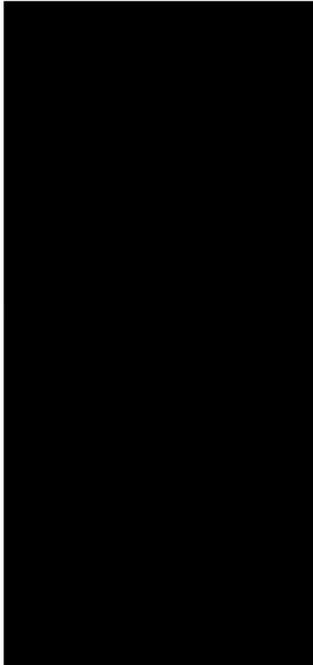
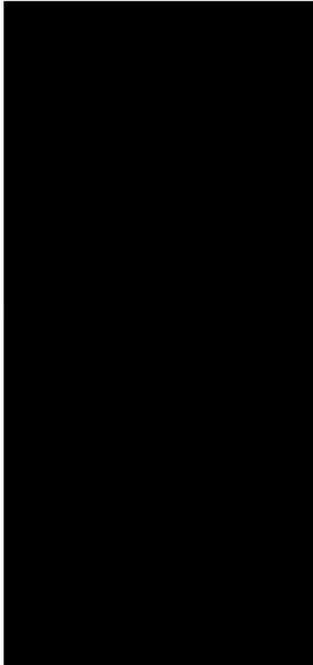
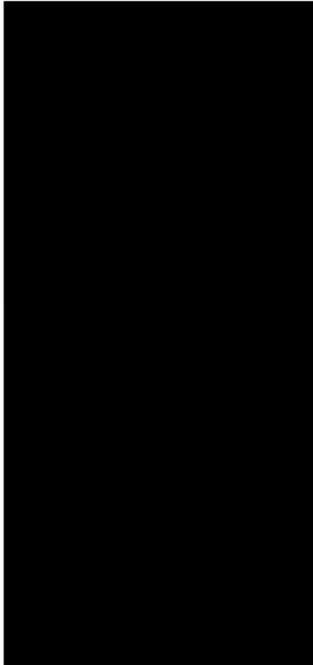
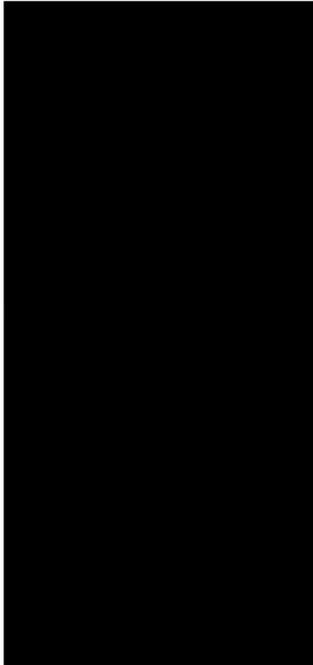
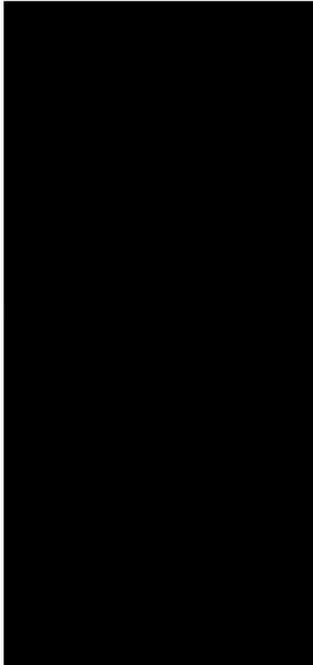
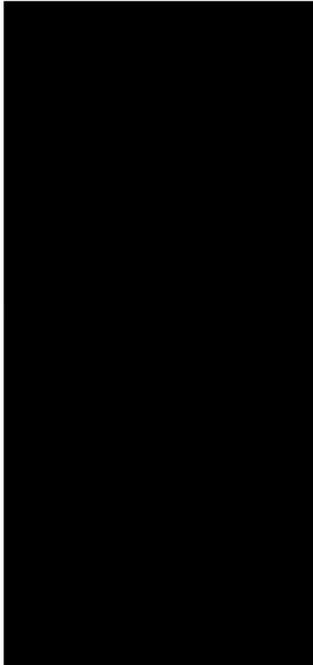
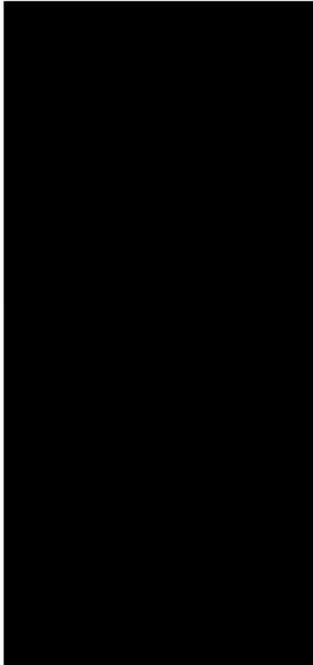
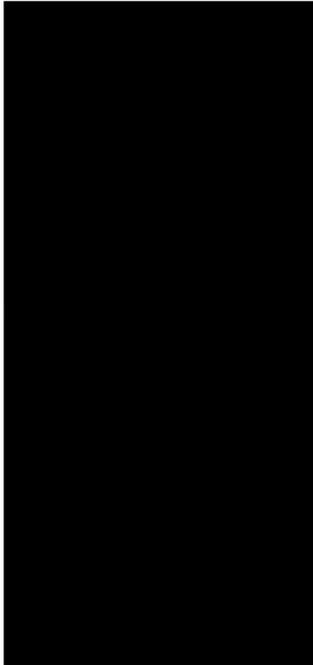
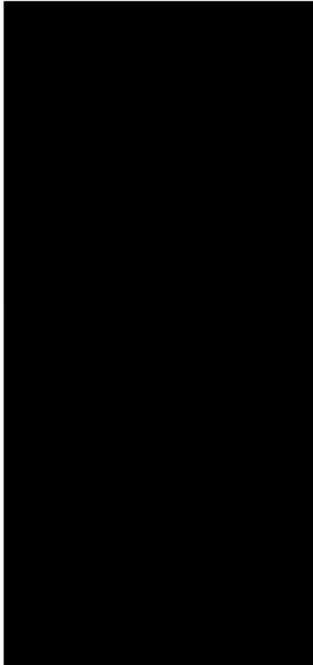
Service Provider's Equipment

None

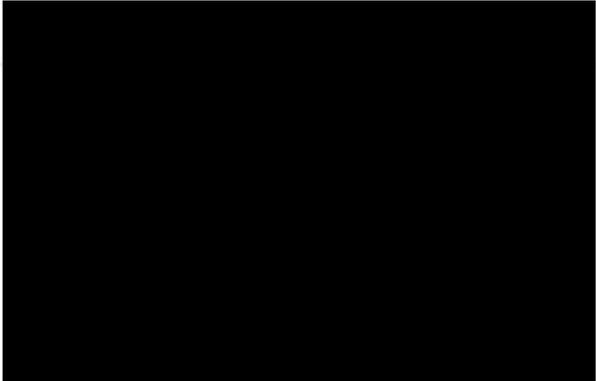
Other Service Provider IPR

Beyond the IPR specified in the License Agreement incorporated by reference, the Service Provider may elect to use other of its IPR in the course of this contract. Such usage shall not result in any ownership or usage rights in such IPR for the Authority.

Key Personnel (Service Provider's)

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- 

Time period for payment under clause 4.5 (if different to the 30 day period set out in clause 4.5)





Force Majeure Period

a period being no more than **30** days after the first date of the applicable Force Majeure Event

Insurances

See Insurances Annex in this **Schedule 0**

Details of Software Licences for Third Party Software and which party is going to procure them

Licenses required from Vensim, to be procured at GLA's cost.

Disaster Recovery

If the Authority requires to specify details of, or approve the Service Provider's Disaster Recovery Plan, then insert detail here. This may be particularly applicable to any Maintenance Services

Are the Services or Software for business critical or safety critical parts of the GLA Group, its estate or services or otherwise Services or Software which require continuous uninterrupted service?

No

Liquidated Damages

Liquidated Damages amount: £1000 per day

Liquidated Damages Period: 120 days

**Notice Period for Termination for 30 days
Convenience in accordance with
clause 22**

Service Provider's Liability Cap

21.4 Subject to clauses 20.1 and 20.2, the Service Provider's maximum liability under this Agreement will not exceed: fees paid under this agreement.

21.4.1 in relation to loss of or damage to tangible property, £2 million per incident

The GLA Group's Liability Cap

Subject to clause 20 and, without prejudice to the generality of the foregoing, in particular subject to clause 20.1, the entire liability of the GLA Group under or in connection with this Agreement [in any contractual year] will not exceed in aggregate the aggregate of all amounts paid and/or payable (to the extent any sums remain outstanding) to the Service Provider by the Authority under this Agreement in such contractual year.

**Address to send the Authority Notices
to**

For attention of

Contract Manager TBC

Copy to

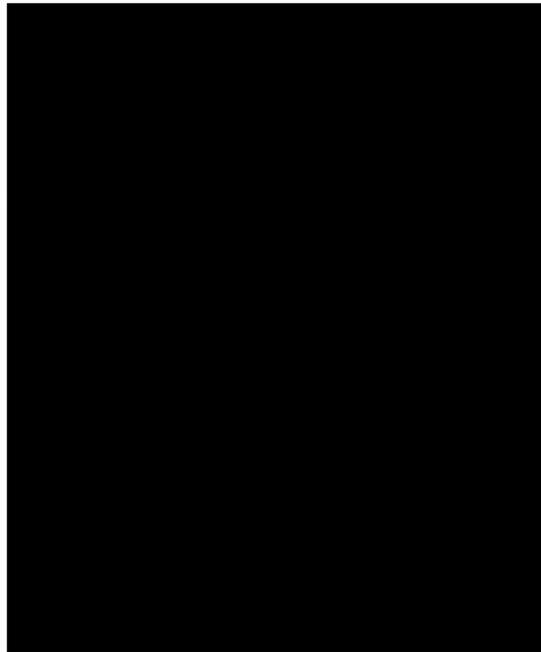
General Counsel

6th Floor, Windsor House, 50 Victoria
Street, London, SW1H 0TL



Address to send Service Provider Notices to

For attention of
Greenwood Strategic Advisors AG



Escrow/Verification Provisions

Required by the Authority: No

Detail of services required: N/A

Escrow: No

Verification Services: No

At whose cost? N/A

Authority Address where invoices are to be submitted to

As per Purchase Order instructions

Electronic format required (if any) for submission of orders by the Authority and of invoices by the Service Provider

Email invoices as per instructions on the Purchase Order that will be provided to the winning Supplier.

ANNEX A

INSURANCES

1. **Insurance to be held by Service Provider in accordance with clause 17:**
 - (a) **Employer's liability insurance in respect of the Service Provider's liability for death, personal injury or occupational disease of any person in the Service Provider's employment in the sum of not less than two million pounds (£2,000,000) per incident or such other minimum level as may from time to time be required by law;**
 - (b) **Public liability insurance in respect of the Service Provider's liability for loss or damage to property (including property of the Authority or for which it is responsible), breach of any Intellectual Property Rights and against liability for death, injury or occupational disease in the sum of not less than two million pounds (£2,000,000) per occurrence with financial loss extension and shall be endorsed to provide that no act or omission on the part of the Service Provider shall prejudice the GLA Group's rights under such policy as principal;**
 - (c) **Professional indemnity insurance in a sum normal and customary for a Service Provider in the business of providing services of a similar scope, nature and complexity to the Services but not less than ten million pounds (£10,000,000) per incident and in the aggregate per annum for the duration of the Contract.**

ANNEX B

SPECIAL CONDITIONS OF CONTRACT

N/A

SCHEDULE 0

Services

Software

Consistent with the Authority's Specification in Schedule 4, the Authority and the Service Provider affirm that this Agreement involves (i) no creation or supply or provision of or recommendation to purchase Software and (ii) no Software in which the Intellectual Property Rights are to be owned by the Authority.

The Service Provider Tools and Software forming part of the Service Provider's IPR that the Service Provider will employ in providing the Services specified in this Agreement was created by the Service Provider prior to this Agreement. The Authority's access and usage rights in that Service Provider Software are governed by the pre-existing License Agreement between the Service Provider and the Authority that was signed by the Authority on 10 March 2016. That License constitutes the foundation for the Services that are to be provided under this Agreement and it is hereby incorporated in this Agreement by reference. In the event of any difference or conflict between terms of the License Agreement and any other terms of this Agreement, terms of the License Agreement shall govern.

Maintenance Services

Consistent with the Authority's Specification in Schedule 4 of this Agreement, the Parties affirm that under this Agreement no Maintenance Services will be provided in respect of any Software.

Additional Services

Description of Additional Services: The Additional Services are outlined in the Authority's Specification in Schedule 4 of this Agreement. The scope and mix of the Additional Services to be provided are to be determined, agreed, and adjusted as necessary by the Authority and the Service Provider during the course of the work,

Consistent with the Authority's Specification in Schedule 4 of this Agreement, the Authority and the Service Provider affirm that this Agreement involves no specification of Service Levels or Service Credits.

Additionally, the Additional Services Annex set out in this **Schedule 2-Annex A** shall apply to Additional Services.

ANNEX A

SERVICES

1. SERVICE PROVIDER'S OBLIGATIONS

- 1.1 The Service Provider shall provide such Services as specified in Schedule 0 upon payment of the Services Charge specified in or calculated in accordance with Schedule 0.**
- 1.2 The Services may take the form of the provision of a set number of man days of consultancy (whether for the preparation of further or bespoke software, a software specification or otherwise) as specified in Schedule 4**
- 1.3 The provision of the Services by or on behalf of the Service Provider for the Authority shall be subject to the terms of this Agreement.**

ANNEX B

ADDITIONAL IPR CLAUSES

1 PRE-EXISTING RIGHTS AND OWNERSHIP AND USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)

Ownership of the results by the beneficiaries

The beneficiaries retain ownership of the results of the action, including industrial and intellectual property rights, and of the reports and other documents relating to it, unless stipulated otherwise in the Agreement. The Service Provider shall have unrestricted usage rights in such reports and other documents.

1.1 Pre-existing rights

If the Commission sends the beneficiaries a written request specifying which of the results it intends to use, the beneficiaries must:

- (a) establish a list specifying all pre-existing rights included in those results; and
- (b) provide this list to the Commission at the latest with the request for payment of the balance.

The beneficiaries must ensure that they or their affiliated entities have all the rights to use any pre-existing rights during the implementation of the Agreement.

1.2 Rights of use of the results and of pre-existing rights by the Union

The beneficiaries grant the Union the following rights to use the results of the action:

- (a) for its own purposes and in particular to make available to persons working for the Commission, other Union institutions, agencies and bodies and to Member States' institutions, as well as to copy and reproduce in whole or in part and in an unlimited number of copies;
- (b) reproduction: the right to authorise direct or indirect, temporary or permanent reproduction of the results by any means (mechanical, digital or other) and in any form, in whole or in part;
- (c) communication to the public: the right to authorise any display performance or communication to the public, by wire or wireless means, including making the results available to the public in such a way that members of the public may access them from a place and at a time individually chosen by them; this right also includes communication and broadcasting by cable or by satellite;

(d) distribution: the right to authorise any form of distribution of results or copies of the results to the public;

(e) adaptation: the right to modify the results;

(f) translation;

(g) the right to store and archive the results in line with the document management rules applicable to the Commission, including digitisation or converting the format for preservation or new use purposes;

(h) where the results are documents, the right to authorise the reuse of the documents in conformity with Commission Decision 2011/833/EU of 12 December 2011 on the reuse of Commission documents if that Decision is applicable and if the documents fall within its scope and are not excluded by any of its provisions. For the sake of this provision, the terms 'reuse' and 'document' have the meanings given to them by Decision 2011/833/EU.

The above rights of use may be further specified in the Special Conditions. Additional rights of use for the Union may be provided for in the Special Conditions.

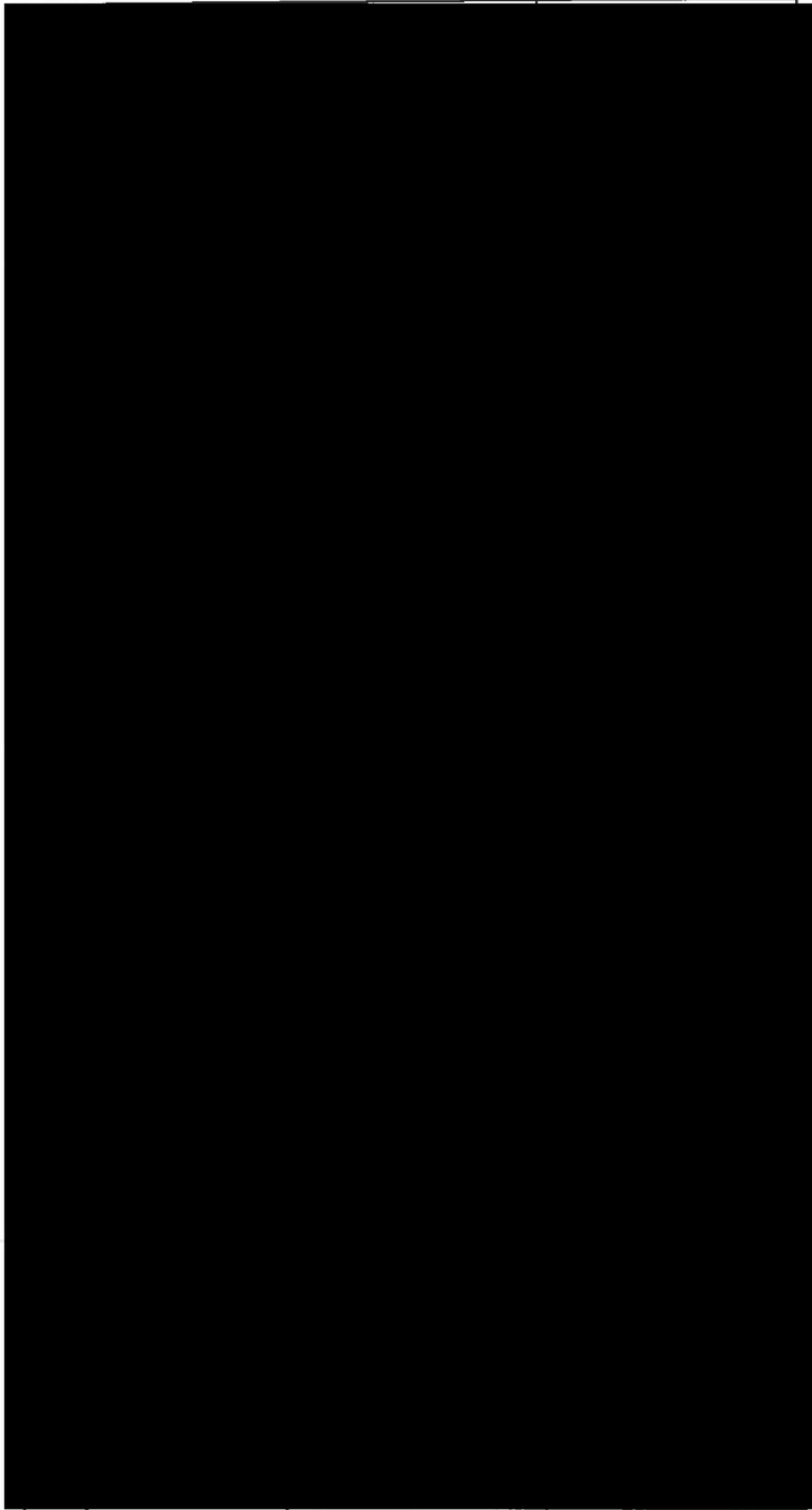
The beneficiaries must ensure that the Union has the right to use any pre-existing rights included in the results of the action. The pre-existing rights must be used for the same purposes and under the same conditions as applicable to the rights of use of the results of the action, unless specified otherwise in the Special Conditions.

Information about the copyright owner must be inserted in cases where the result is divulged by the Union. The copyright information must read: '© - year - name of the copyright owner. All rights reserved. Licenced to the European Union under conditions.'

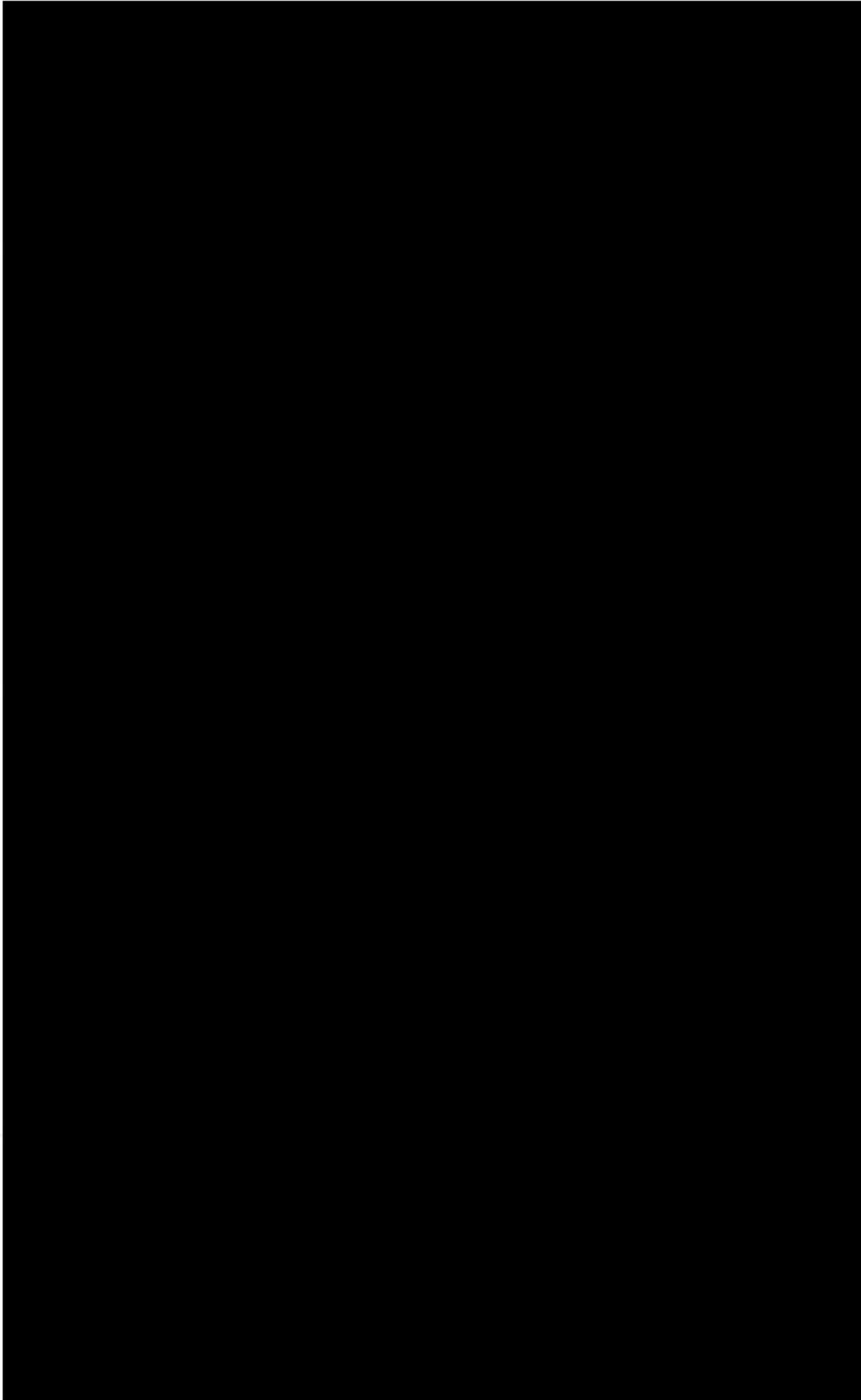
If the beneficiaries grant rights of use to the Commission, this does not affect its confidentiality obligations under Article II.6 or the beneficiaries' obligation under Article II.3.1.

SCHEDULE 0

Charges







SCHEDULE 2

Specification

Key requirements

The overarching requirement is the conduct of numerous dynamic scenario analyses of potential Greater London investment options under various external conditions and the communication of analysis results in forms readily accessible to and understandable by the Authority and other decision-makers, internal and external subject-matter experts, and other stakeholders, consistent with a budget of £208,000 (inclusive of expenses) and completion of analyses and communication materials describing them (report and presentations) on or before the end of the April 2018.

Related primary requirements of this work are:

- For Service Provider and Authority to assess effort from both parties required for dynamic analysis of new and enhanced scenarios including data and associated inputs characterizing Direct Operating Consequences of such scenarios;
- For Service Provider and Authority to jointly agree and adjust as needed the scope and phasing of specific tasks in the four work-streams for consistency with the Authority's budget;
- For Service Provider and Authority to organize and conduct workshops and meetings with Authority staff and outside advisors, to include covering the structure and behaviour of the simulator along with analytical applications thereof and possible enhancements thereto;
- For the Service Provider to update and/or enhance the existing London simulator and its software components as required for agreed scenarios, and to contribute learning from the London Simulator project to inform cities' thinking on prioritising investment in public sector backed projects, via a report to the Authority and its European partners.

It is vital that the Greater London simulator remain transparent and capable of being interrogated and audited on commercially available dynamic simulation software, specifically Vensim as Authority staff have had some training on this already. The simulator will need to remain calibrated from 1995 onwards against the independent benchmark of historical data previously provided by the Authority, as listed in Appendix 1. To the extent needed, the Service Provider should continue to employ software which automates the process of simulator calibration and validation, as verified by simultaneous and faithful independent reproduction of historical benchmark time-series data for Greater London as listed in Appendix 1 (to close tolerances using robust error-rate metrics).

Key phases and milestones

The work is expected to proceed across four distinct but overlapping and interrelated streams.

STREAM ONE. Inception, internal engagement and guidance

Stream 1 will include in-house reviews of the simulator's content and Greater London simulations, with three main purposes: (i) to understand the dynamic analysis method and the simulator's content and capabilities; (ii) to review the calibrated simulator's baseline simulation for consistency with Greater London data and with broader expert knowledge where data is not yet available; and (iii) to review and understand evolving scenario analyses and their results and inform the broader and deeper scenarios and analyses (as described herein).

Key Stream 1 participants will include members of the Authority's corporate investment board, the mayoral team, executive team, the management team of the Development, Environment and Economy directorate, and the Authority's policy officers. A Senior Steering Group of analysts and subject-matter experts (to be formed by the Authority) will advise and facilitate the work.

Stream 1 Requirements. Meetings with internal participants will be the primary vehicles for accomplishing Stream 1 objectives.

- Senior Steering Group meetings: inception meetings to review the method and the current status of the London Simulator and analyses, and to agree the scope and phasing of work during the project; an interim meeting to review progress, adjust plans for consistency with leadership priorities and information availability, and facilitate continued progress; and a final meeting to present final draft findings prior to the conclusion of the project (and agree next steps if appropriate).
- Meetings with other internal participant groups, to be agreed by the Authority and Service Provider.
- Key actions will be minuted.

Stream 1 Outcomes Targeted. Corporate understanding of and buy-in to the London Simulator and associated work; greater shared understanding between joint team members regarding objectives and capabilities; agreement on and incremental adjustments to the mix and scope of work and the plan for its conduct.

STREAM TWO. Scenario analyses, simulator enhancements, and presentation of results

The Authority aims to apply and adapt the principles of 'agile development' to the process of conducting scenario analyses: (i) to deliver relatively rapid first results that will steer subsequent information gathering and deeper analytical dives; and (ii) to maximise scope and schedule flexibility to accommodate changes in prioritisation and urgency regarding specific issues for analysis.

Wherever available information permits, first analyses of various issues should be conducted in a series of short 'sprints'; this will help to maximise initial progress through the catalogue of analyses set out in Appendix 2.

The Authority aims to see the simulator upgraded from its current two-geography representation to separately simulate within the model (i) London's Central Activity Zone and outer boroughs and (ii) transport-specific corridors between central and outer London boroughs and beyond. Under this contract the Service Provider will

work with the Authority and external groups in: (i) defining geographic disaggregation of the Greater London Simulator and scenarios; (ii) supporting the Authority's gathering and organizing of associated data for explicitly simulating 4+ geographies (Central Activity Zone, Outer Boroughs, and various transport corridors).

The requirement for internal and external guidance regarding simulator enhancements means that the following activities are beyond what can be accomplished by end of April: implementing geographic disaggregation modifications to the Greater London Simulator, data model, and auto calibration routines; associated updating of the calibration of the geographically disaggregated simulator; geographic disaggregation of scenario characterizations and simulating and analysing revised scenarios. These activities are not included in the Days and Costs shown in **Schedule 3**.

Stream 2 Requirements.

Collaborative prioritisation of analyses based on (i) views of the Authority's decision makers; (ii) availability of Authority-provided scenario information and of subject-matter experts; (iii) effort required for various candidate scenarios and requisite simulator and associated enhancements; (iv) regular updates of these factors; and (v) the Authority's budget for this contract.

Early specification of required information for planned analyses, and tracking of information availability and processing.

Scheduled fortnightly sprint review meetings (either online or face-to-face) throughout the course of the project to report on progress, resolve information and resourcing availability issues, review results, and set targets for the next period.

Augmented user interface to include easy scenario selection and simulation.

Standard analysis displays and reports for rapid and easy comparison of simulation results under various individual and combined scenarios.

Potentially, shared use of software to facilitate collaborative management of sprints and related tasks (e.g. Trello) by the joint team.

Stream 2 Outcomes Targeted. Scenario analyses reflecting best available knowledge and information, analysis results reviewed and understood and carrying steadily increasing weight within the Authority and having progressively greater influence on policy and decision-making. In addition, delivery of suitable presentations of the analysis to the relevant and appropriate stakeholders.

STREAM THREE. Outside engagement and guidance

The Authority aims to engage with and receive guidance from outside policy and subject matter experts, who will constitute an Advisory Group. Its purpose will be to ensure that expert knowledge and information and up to date research results are available for possible incorporation in the simulator and scenario analyses and to advise on the best way of disseminating the analysis and results to wider audiences. The Authority will invite members to the group for their familiarity with Greater London and local and related national policy issues, and for expertise in pertinent fields (e.g. housing, labour market, migration, infrastructure, etc.).

Stream 3 Requirements. Meetings with the Advisory Group will be the primary vehicles for accomplishing Stream 3 objectives. It is anticipated that two or three meetings will be held with the Advisory Group; an inception meeting and a near final

meeting after which final results will be circulated to them in writing. Other Advisory Group meetings will be by agreement with the Service Provider.

Stream 3 Outcomes Targeted. A wider and more diverse set of perspectives regarding the London Simulator and informing associated analysis and advisory work; Advisory Group support (i) for the London Simulator and dynamic analyses, and (ii) for emerging policy and investment recommendations; enhanced Authority confidence and buy-in to the London Simulator and dynamic analyses.

STREAM FOUR. London Simulator case study report for MRA RICE

The Authority is a partner in a multi-regional EU-funded project (MRA RICE) which aims to develop new financial instruments for public/private investment in cities. Further information on the MRA RICE project is provided in Appendix 3.

Initial work on the MRA RICE project has identified the need for cities to develop and improve the way they strategically manage and prioritise their investment programmes. The London Simulator offers a potential model for achieving this which might be adopted by other cities. The Authority aims to employ the learning from the process of developing and applying the London Simulator to inform other MRA RICE cities' thinking on tools and methodologies available for this purpose.

Stream 4 Requirements. To support the MRA RICE project a key requirement is to produce a report and suitable presentations on general learnings from the London Simulator project and specific learnings from this contract to inform other MRA RICE cities' thinking on prioritising investment in public sector backed projects. This should not only enable them to better prioritise investment ready projects but also help inform their thinking on whether a similar approach using dynamic systems analysis with their cities' datasets would better enable them to prioritise their potential financial investments. The findings from the report will be required to feed into the wider work that the European Investment Bank and their consultants are conducting on behalf of the partner cities. The MRA RICE workstreams are highlighted in Appendix 3. The report will need to cover the following requirements;

- Approach and methodology
- What the London Simulator does
- What inputs and other elements are needed for a city to use such a tool
- Why London has taken the London Simulator approach
- Findings it has delivered for London
- Finding on the impacts of projects in London
- How the tool has helped decision making for the city
- How the tool has helped the city carry out prioritisation of potential projects

Meetings with the MRA RICE London stakeholders will be the primary vehicles for accomplishing Stream Four objectives. These will include an inception meeting and a meeting to discuss the draft report. Other RICE stakeholders may also be invited to the meeting to discuss the draft report. Other meetings will be by agreement with the Service Provider.

Stream Four Outcomes Targeted. An easily-digestible report covering the associated requirements which is suitable for (i) use by the Authority and other MRA RICE cities to inform their approaches to decision-making in relation to their public-private financial investment opportunities and (ii) feeding into the wider work that the

European Investment Bank and their consultants are conducting on behalf of the partner cities and iii) delivery of suitable presentations of the findings to the relevant and appropriate stakeholders

SUMMARY MILESTONES

The work is expected to be carried out to the end of April 2018, with key milestones as follows:

- Inception meetings with project team and senior steering group (including RICE).
- Advisory group initial meeting – (timing will be dependent on members' availability and the meeting should not be regarded as a critical dependency for the inception phase)
- Fortnightly project team meetings
- Draft RICE report and other draft written outputs proposed, including presentations proposed to be given to Senior Steering group and other stakeholders by the end of March 2018.
- Project team draft final outputs meetings – including RICE London partners
- Senior steering group – draft final outputs meetings – including RICE representatives (exact timing will depend on members' availability)
- Other stakeholders' draft final outputs meetings – to be confirmed during the course of the project, but will involve members of the Mayor's Growth Board and Corporate Investment Board as well as senior TfL representatives.
- Advisory group - draft final outputs review meeting (again, timing will be dependent on members' availability)
- Final RICE report and other final written outputs proposed by the end of April 2018.
- Conclusion/wrap up/next steps meeting with project team (including RICE reps)

ANNEX A – Historical data for London Simulator calibration

Data Series	Data Type	Data range start	Data range end	Aggregation of Data Available
Attractiveness of Business Construction	Qualitative Data/Interviews	N/A	N/A	N/A
Attractiveness of Housing Construction	Qualitative Data/Interviews	N/A	N/A	N/A
Attractiveness of Migration	Qualitative Data/Interviews	N/A	N/A	N/A
Attractiveness to Business	Qualitative Data/Interviews	N/A	N/A	N/A
Quality of Life	Qualitative Data/Interviews	N/A	N/A	N/A
Gross Value Added	Historical Data	1997	2014	Boroughs Aggregated
Total Population	Historical Data	1961	2014	Boroughs disaggregated
Inflation Multiplier	Historical Data	1989	2015	N/A
National Interest Rate	Historical Data	1975	2016	N/A
Total National Government Tax Receipts from	Historical Data	2004	2015	N/A
National Government Tax Receipts from Consumption Tax	Historical Data	2004	2015	Boroughs Aggregated
National Government Tax Receipts from Corporate Tax	Historical Data	2004	2015	Boroughs Aggregated
National Government Tax Receipts from Other National Taxes	Historical Data	2004	2015	Boroughs Aggregated
National Government Tax Receipts from Personal Income Tax	Historical Data	2004	2015	Boroughs Aggregated
National Government Tax Receipts from Social Insurance Tax	Historical Data	2004	2015	Boroughs Aggregated
Average Commute Time to Job Location All Modes	Historical Data	2002	2014	N/A
Passenger Kilometre - Bus	Historical Data	1991	2010	N/A
Passenger Kilometre - Underground	Historical Data	1991	2010	N/A
Passenger Kilometre - DLR	Historical Data	1991	2010	N/A
Passenger Kilometre - Tramlink	Historical Data	2001	2010	N/A
Passenger Kilometre -	Historical Data	2008	2010	N/A