

Contract for Non-Construction Services

Contract No: WS1271983720

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CONTRACT AGREEMENT

The Contract is between:

London Underground Limited, a company registered in England and Wales under number 01900907 whose registered office is at 5 Endeavour Square, London E20 1JN ("the Buyer")

AND

Hitachi Information Control Systems Europe a company registered in England and Wales under number 04007016 whose registered office is at Solstice House, Middleton Drive, Bradford-On- Avon, Wiltshire, England BA15 1GB ("the Supplier")

who agree:

- The Supplier shall provide the Deliverables as described in Schedule 1 (Specification) in accordance with the provisions of the Contract.
- The Buyer shall pay the Supplier in consideration of the provision of the Deliverables the Charges at the times and in the manner prescribed by the Contract.
- The following documents shall form and be read and construed as part of the Contract, and in the case of any ambiguity or discrepancy shall have the following order of priority:
 1. Contract Agreement
 2. Schedule of Post Tender Amendments
 3. Key Contract Information
 4. Contract Specific Conditions
 5. Conditions
 6. Schedules (each of equal precedence)

Signed for and on behalf of:

THE SUPPLIER

Name:		Signature:	
Position:	Head of Commercial	Date:	

THE BUYER

Name:	Mark Harvey	Signature:	
Position:	Head of Commercial - Systems	Date:	

The Contract is dated and delivered on:

KEY CONTRACT INFORMATION

(Note: Relevant clause numbers are shown in brackets)

A) **GENERAL**

1. Buyer's Authorised Representative (Clause 1):

Name:	Uresha Patel
Role:	Commercial Manager
Address:	5 Endeavour Square, Westfield Avenue, Stratford. LONDON E20 1JN
Email:	[REDACTED]

2. Supplier's Authorised Representative (Clause 1):

Name:	[REDACTED]
Role:	Head of Commercial
Address:	Solstice House, Middleton Drive, Bradford on Avon, Wiltshire, BA15 1GB,
Email:	[REDACTED]

3. Key Supplier Staff (Clause 7.6):

Name:	Role:	Email:
[REDACTED]	Project Manager	[REDACTED]
[REDACTED]	CRE	[REDACTED]
[REDACTED]	System Engineer	[REDACTED]
[REDACTED]	System Engineer	[REDACTED]
[REDACTED]	Technical Support	[REDACTED]

4. Contract duration (Clause 13):

Start Date (Clause 13.1):	Date of Contract execution or insert date
Expiry Date (Clause 13.1):	Upon completion of provision of the Deliverables
Extension Period (Clause 13.2):	
Notice period for an Extension if applicable (Clause 13.2):	

5. Liability (Clause 15):

Total Aggregate Liability (Clause 15.1)	100% of the total Charges paid or payable under the Contract
Liability for any indemnity given under Clauses 9, 11.6 or 18.22.5 (Clause 15.4)	100% of the total Charges paid or payable under the Contract

6. Insurances (Clause 17):

Public Liability Insurance (Clause 17):	£ [REDACTED]
Professional Indemnity Insurance (Clause 17):	£ [REDACTED]

7. Addresses for notices (Clause 29):

	Buyer	Supplier
Notices (Clause 29.2):	Buyer's Authorised Representative's address as above	Supplier's Authorised Representative's address as above
Notices relating to legal proceedings (Clause 29.3):	[REDACTED] Email will only be accepted if the email and any attachments are in Microsoft-readable format and are less than 10MB in total size.	Supplier's Authorised Representative's address as above

8. Performance Security (Clause 33):

Parent Company Guarantee (Clause 33.1):	Not applicable
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**9. IR35 (Paragraph 7.4 of Schedule 3
(Corporate Social Responsibility))**

Does not apply

B) DELIVERABLES**B2) SERVICES (Clause 3.3)**

Key dates for Deliverables:

Deliverable:	Delivery Date (or see Implementation Plan, where applicable):

CONTRACT SPECIFIC CONDITIONS

[None]

CONDITIONS

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1. Definitions used in the contract

1.1 In the Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Clause 1 (Definitions used in the Contract) or the relevant Schedule in which that capitalised expression appears.

1.2 If a capitalised expression does not have an interpretation in the Contract, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.

1.3 In the Contract, unless the context otherwise

1.3.1 requires: the singular includes the plural and vice versa;

1.3.2 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;

1.3.3 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;

1.3.4 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";

1.3.5 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of these Conditions and the Contract Specific Conditions and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;

1.3.6 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided; and

1.3.7 the headings in the Contract are for ease of reference only and shall not affect the interpretation or construction of the Contract.

1.4 In the Contract, unless the context otherwise requires, the following words shall have the following meanings:

"Access Procedure"	means the access procedure of that name governing rights of access to the Underground Network in force from time to time;
"Affiliates"	in relation to a body corporate, any other entity which directly or indirectly controls, is controlled by, or is under direct or indirect common control of that body corporate from time to time, as control is defined in section 450 of the Corporation Tax Act 2010;

"Audit"	the Buyer's right to: (a) verify the accuracy of the Charges and any other amounts payable by the Buyer under the Contract (including proposed or actual variations to them in accordance with the Contract); (b) verify the Supplier's and each Subcontractor's compliance with the applicable Law; (c) identify or investigate any actual or suspected breach of any provision of the Contract; (d) carry out the Buyer's internal and statutory audits and to prepare, examine and/or certify the Buyer's annual and interim reports and accounts; or
	(e) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer has used its resources;
"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer's Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Contract initially identified in the Key Contract Information and whom may further delegate duties to assistants;
"Buyer Cause"	any breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier;
"Buyer Data"	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's Confidential Information, and which: (a) are supplied to the Supplier by or on behalf of the Buyer; or (b) the Supplier is required to generate, process, store or transmit pursuant to the Contract;
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);

"Buyer's Confidential Information"	(a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Buyer (including all Buyer Existing IPR and New IPR); (b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Buyer's attention or into the Buyer's possession in connection with the Contract; and information derived from any of the above;
"Central Government Body"	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;
"Charges"	the prices (exclusive of any applicable VAT) payable to the Supplier by the Buyer under the Contract, as set out in Schedule 2 (Charges), for the full and proper performance by the Supplier of its obligations under the Contract, less any deductions provided for under the Contract;
"Claim"	any claim in respect of which it appears that the Buyer is, or may become, entitled to indemnification by the Supplier under the Contract;
"Confidential Information"	means any information given orally or in writing which is a trade or business secret or method; technical know how; personal data which relates to a living individual who can be identified from that information; information relating to any crime, breach of statutory duty or criminal investigations; information relating to the protection of prominent persons, national security, counter-terrorism or other information relating to the provision of police services for any national or international purpose; information relating to the Buyer's obligations in accordance with sections 118 to 121 of the Railways Act 1993; confidential financial information including but not limited to taxation information and returns to shareholders; and any other information that a party would reasonably expect to be able to protect by virtue of business confidentiality provisions;

"Contract"	the contract between the Buyer and the Supplier, which consists of the terms set out and referred to in the: (a) Contract Agreement; (b) Schedule of Post Tender Amendments; (c) Key Contract Information; (d) Contract Specific Conditions; (e) Conditions; and (f) Schedules;
"Contract Period"	the term of the Contract from the Start Date until the Expiry Date, as such period may be extended or terminated earlier in accordance with the terms and conditions of the Contract;
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under the Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of the Contract, including any Personal Data Breach;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	all applicable laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time; and references to " Controller ", " Data Subjects ", " Data Protection Officer ", " Personal Data ", " Personal Data
	Breach ", " Processor " and " Processing " have the meanings set out in and will be interpreted in accordance with such laws;
"Data Subject Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Default"	any breach of the obligations of the Supplier (including abandonment of the Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of the Contract and in respect of which the Supplier is liable to the Buyer;
"Deliverables"	Services that may be ordered under the Contract including the Documentation;

"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of the Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Schedule: Implementation Plan and Testing is used, issue by the Buyer of a Satisfaction Certificate (as defined in the Schedule). "Deliver" and "Delivered" shall be construed accordingly;
"Delivery Date"	the date by which the Deliverables must be delivered to the Buyer, as specified in the Key Contract Information or, where applicable, the Implementation Plan;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 32 (Resolving disputes);
"Documentation"	descriptions of the Services, technical specifications, manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) as is required to be supplied by the Supplier to the Buyer under the Contract as: (a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables (b) is required by the Supplier in order to provide the Deliverables; and/or (c) has been or shall be generated for the purpose of providing the Deliverables;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Buyer prior to the Start Date;
"EDI Policy"	means a written policy provided by the Supplier setting out how it will promote equality, diversity and inclusion;
"EIR"	the Environmental Information Regulations 2004;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced;
"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Expiry Date"	the date of the end of the Contract as specified in the Key Contract Information, as may be extended by the Buyer under Clause 13.2, or if no such date is specified then the date of completion of the provision of the Deliverables;
"Extension Period"	such period or periods that the Contract may be extended up to a maximum of the number of years in total specified in the Key Contract Information;

"Financial Distress Event"	has the meaning given to it in Schedule: Financial Difficulties where that Schedule is used;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the UK information commissioner or relevant UK government department in relation to such legislation;
"Force Majeure Event"	any event, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from acts, events, omissions, happenings or non- happenings beyond its reasonable control which prevent or materially delay it from performing its obligations under the Contract and which is not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, but excluding: (i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; (ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and (iii) any failure or delay caused by a lack of funds;
"General Change in Law"	a change in Law which is not a Specific Change in Law;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Guarantor"	the person (if any) who has entered into a guarantee in the form prescribed by the Buyer in relation to the Contract;

"Impact Assessment"	an assessment of the impact of a Variation request by the Buyer completed in good faith, including: (a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; (b) details of the cost of implementing the proposed Variation; (c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; (d) a timetable for the implementation, together with any proposals for the testing of the Variation; and (e) such other information as the Buyer may reasonably request in (or in response to) the Variation request;
"Implementation Plan"	the plan for provision of the Deliverables set out in Schedule: Implementation Plan and Testing where that Schedule is used or otherwise as agreed between the Supplier and the Buyer (if any);
"Independent Control"	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Insolvency Event"	in respect of a person: (a) that person is insolvent; or (b) an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction); or (c) that person makes any composition or arrangement with its creditors; or (d) an administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or (e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or (f) any event analogous to those listed in limbs (a) to (e) (inclusive) occurs under the law of any other jurisdiction;
"Intellectual Property Rights" or "IPR"	(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs,

	Know-How, trade secrets and other rights in Confidential Information; (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and (c) all other rights having equivalent or similar effect in any country or jurisdiction;
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Buyer in the fulfilment of its obligations under the Contract;
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;
"Key Contract Information"	the document outlining the crucial information required for the Contract;
"Key Supplier Staff"	the individuals (if any) identified as such in the Key Contract Information;
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the Start Date;
"Law"	any law and any legally binding rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body and any legally binding industry code of conduct or guideline, in each case which applies to one or each of the Parties or relates to the subject matter or performance of the Contract and which is in force from time to time;
"London Living Wage"	means the London rate or the basic hourly wage as updated and published annually by the Centre for Civil Society Limited (or any relevant replacement organisation as notified by the Buyer from time to time) ("CCSL") on its website (www.livingwage.org.uk);
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Milestone"	an event or task described in the Implementation Plan;

"New IPR "	(a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of the Contract and updates and amendments of these items; and/or (b) IPR in or arising as a result of the performance of the Supplier's obligations under the Contract and all updates and amendments to the same; but shall not include the Supplier's Existing IPR ;
"Notifiable Default"	the Supplier commits a material Default;
"Party"	the Buyer or the Supplier and "Parties" shall mean both of them where the context permits ;
"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under the Contract;
"Protective Measures "	technical and organisational measures which must take account of: (a) the nature of the data to be protected (b) harm that might result from Data Loss Event; (c) state of technological development (d) the cost of implementing any measures including pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
"Recall"	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the IPR rights) that might endanger health or hinder performance;
"Rectification Plan"	the Supplier's plan (or revised plan) to rectify its breach which shall include: (a) full details of the Notifiable Default that has occurred, including a root cause analysis; (b) the actual or anticipated effect of the Notifiable Default; and (c) the steps which the Supplier proposes to take to rectify the Notifiable Default (if applicable) and to prevent such Notifiable Default from recurring, including timescales for such steps and for the rectification of the Notifiable Default (where applicable);
"Rectification Plan Process"	the process set out in Clause 12;

"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables, whether those goods are provided by the Buyer internally and/or by any third party;
"Request For Information"	a request for information or an apparent request relating to the Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Action"	the action the Buyer will take and what Deliverables it will control during the Step-In Process;
"Required Insurances"	the insurances set out in the Key Contract Information;
"Responsible Procurement Policy"	means the policy document entitled "the GLA Group Responsible Procurement Policy" dated June 2017, and as may be amended;
"Restricted Transfer"	a transfer of Personal Data processed in connection with the Supplier's obligations under the Contract which is undergoing processing or which is intended to be processed after transfer, to a country or territory to which such transfer is prohibited or subject to any requirement to take additional steps to adequately protect the Personal Data for the transfer to be lawful under the Data Protection Legislation;
"Security Incident"	(a) the unlawful or unauthorised processing of Personal Data; or (b) any security incident affecting the Personal Data (including (without limitation) a personal data breach as defined in the Data Protection Legislation);
"Service Levels"	any service levels applicable to the provision of the Deliverables under the Contract which, where Schedule: Service Levels is used in the Contract, are specified in the Annex to Part A of such Schedule;
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a replacement supplier or subcontractor;
"Service Transfer Date"	the date of a Service Transfer;
"Services"	services to be supplied by the Supplier to the Buyer under the Contract as specified in Schedule 1 (Specification) and the Key Contract Information;

"S ites "	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: (a) the Deliverables are (or are to be) provided; or (b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; (c) those premises at which any Supplier Equipment or any part of the Supplier System is located (where ICT Services are being provided)
"S pecification"	the specification set out in Schedule 1 (Specification), as may, in relation to the Contract, be supplemented by the Key Contract Information;
"S pecific Change in Law"	a change in Law that relates specifically to the business of the Buyer and which would not affect a comparable supply of Deliverables to another buyer where the effect of that S pecific Change in Law on the Deliverables is not reasonably foreseeable at the S tart Date;
"S tandard s "	any: (a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; (b) standards detailed in the specification in Schedule 1 (Specification); (c) relevant UK government codes of practice and guidance applicable from time to time;
"S tart Date"	the date specified on the Key Contract Information;
"S ub-Contract"	any contract or agreement (or proposed contract or agreement), other than the Contract, pursuant to which a third party: (a) provides the Deliverables (or any part of them); (b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or (c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"S ubcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"S ubprocessor"	any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;
"Supplier's Authorised Representative"	the representative appointed by the Supplier named in the Key Contract Information, or later defined in a Contract;

"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under the Contract;
"Supplier Non-Performance"	where the Supplier has failed to: (a) where Schedule: Implementation Plan and Testing is used, Achieve a Milestone by its Milestone Date; (b) Deliver a Deliverable by its Delivery Date; (c) provide the Services in accordance with the Service Levels ; and/or (d) comply with an obligation under the Contract;

"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under the Contract;
"Supplier's Confidential Information"	(a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier; (b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with the Contract; Information derived from any of (a) and (b) above;
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate the Contract on a specified date and setting out the grounds for termination;
"TfL Group"	means Transport for London and all of its subsidiaries and their subsidiaries (as defined in Section 1159 of the Companies Act 2006) from time to time, together with Crossrail Limited (company number 04212657) and reference to any " member of the TfL Group " refers to TfL or any such subsidiary;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Transferring Supplier Employees"	those employees of the Supplier and/or the Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Underground Network"	means the stations and depots (wherever situate), assets, systems, track and other buildings which are used in the maintenance and provision of the underground service known as "London Underground";
"Variation"	a variation to the Contract;
"Variation Procedure"	the procedure set out in Clause 28 (Changing the contract);
"Warranty Period"	has the meaning given to this term in Clause 3.2.3;
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Key Contract Information.

2. How the contract works

- 2.1 The Supplier acknowledges it has all the information required to perform its obligations under the Contract before entering into it. When information is provided

by the Buyer no warranty of its accuracy is given to the Supplier.

- 2.2 The Supplier acknowledges it has satisfied itself of all details relating to:
 - 2.2.1 the Buyer's requirements for the Deliverables;
 - 2.2.2 the Buyer's operating processes and working methods; and
 - 2.2.3 the ownership and fitness for purpose of the Buyer Assets.
- 2.3 The Supplier won't be excused from any obligation, or be entitled to additional costs or Charges because it failed to either:
 - 2.3.1 verify the accuracy of the Due Diligence Information; and
 - 2.3.2 properly perform its own adequate checks and enquiries.
- 2.4 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

3. What needs to be delivered

3.1 All deliverables

- 3.1.1 The Supplier must provide Deliverables:
 - a) that comply with the Specification and the Contract;
 - b) to a professional standard;
 - c) using reasonable skill and care;
 - d) using Good Industry Practice;
 - e) using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract;
 - f) on the dates agreed; and
 - g) that comply with Law.
- 3.1.2 In performing its obligations under the Contract, the Supplier must comply and must ensure that its Subcontractors comply with the Buyer's security policies and procedures including:
 - a) Information Security Policy NR/L1/INF/02232
 - b) Information Security Classifications NR/L2/INF/02223; and
 - c) Information Security Manual NR/L3/INF/02242.

3.2 Goods Clauses

- 3.2.1 Not used

3.3 Services Clauses

- 3.3.1 The Supplier must Deliver the Services in accordance with the Delivery Dates. Late Delivery of the Services will be a Default of the Contract.
- 3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions of the Buyer or third party suppliers.
- 3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.
- 3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to the Contract.
- 3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 3.3.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- 3.3.7 The Buyer is entitled to withhold payment for partially or undelivered

Services, but doing so does not stop it from using its other rights under the Contract.

3.4 Access

- 3.4.1 The Supplier complies with the Access Procedure in Delivering the Services.
- 3.4.2 The Buyer books any access to the Underground Network on behalf of the Supplier in accordance with the terms of the Access Procedure.
- 3.4.3 Subject to the provisions of the Access Procedure, the Buyer allows access to the Underground Network in accordance with the dates for access shown on the Implementation Plan provided where access to the Underground Network is needed the Supplier complies with paragraphs (3.4.1) and (3.4.2) above.
- 3.4.4 the Supplier acknowledges that the Buyer does not guarantee uninterrupted or exclusive access to the Underground Network and that access is limited in accordance with this Contract.

4. Pricing and payments

- 4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges as determined in accordance with Schedule 2 (Charges). Invoices shall be issued either on completion of Delivery of the Deliverables or as otherwise described in Schedule 2 (Charges).
- 4.2 All Charges:
 - 4.2.1 exclude VAT, which is payable on provision of a valid VAT invoice; and
 - 4.2.2 include all costs connected with the Supply of Deliverables.
- 4.3 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds to the Supplier's account as notified to the Buyer.
- 4.4 A Supplier invoice is only valid if it:
 - 4.4.1 includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer;
 - 4.4.2 includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any); and
 - 4.4.3 is a pdf invoice emailed to invoices@tfl.gov.uk.
- 4.5 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 4.6 The Supplier has no right of set-off, counterclaim, discount or abatement unless they're ordered to do so by a court. The Supplier cannot suspend the ongoing supply of Deliverables for late payment or non-payment.
- 4.7 The Supplier must ensure that all Subcontractors are paid, in full, within 28 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Buyer can publish the details of the late payment or non-payment.
- 4.8 In the event of a Variation to the Services in accordance with the Contract that involves the payment of additional charges to the Supplier, the Supplier shall identify these separately on the relevant invoices.

5. The Buyer's obligations to the Supplier

- 5.1 If Supplier Non-Performance arises from a Buyer Cause:

- 5.1.1 the Buyer cannot terminate the Contract under Clause 14.2.1;
- 5.1.2 the Supplier is entitled to reasonable and proven additional expenses and to relief from liability and any deductions provided for under the Contract;
- 5.1.3 the Supplier is entitled to additional time needed to make the Delivery;
- 5.1.4 the Supplier cannot suspend the ongoing supply of Deliverables.
- 5.2 Clause 5.1 only applies if the Supplier:
 - 5.2.1 gives notice to the Buyer of the Buyer Cause within 10 Working Days of becoming aware;
 - 5.2.2 demonstrates that the Supplier Non-Performance only happened because of the Buyer Cause; and
 - 5.2.3 mitigated the impact of the Buyer Cause, to the extent reasonably practicable.

6. Record keeping and reporting

- 6.1 The Supplier must ensure that suitably qualified representatives attend progress meetings with the Buyer and provide progress reports when specified in any Schedule.
- 6.2 The Supplier must keep and maintain full and accurate records and accounts in respect of the Contract during the Contract Period and for 7 years thereafter and in accordance with the Data Protection Legislation, including the records and accounts which the Buyer has a right to Audit.
- 6.3 If the Supplier becomes aware of an event that has occurred or is likely to occur in the future which will have a material effect on the Charges then the Supplier must notify the Buyer in writing as soon as practicable setting out the actual or anticipated effect of the event.
- 6.4 The Supplier must allow any auditor appointed by the Buyer access to their premises and the Buyer will use reasonable endeavours to ensure that any such auditor:
 - 6.4.1 complies with the Supplier's operating procedures; and
 - 6.4.2 does not unreasonably disrupt the Supplier or its provision of the Deliverables.
- 6.5 During an Audit, the Supplier must provide information to the auditor appointed by the Buyer and reasonable co-operation at their request, including access to:
 - 6.5.1 all information within the permitted scope of the Audit;
 - 6.5.2 any Sites, equipment and the Supplier's ICT system used in the performance of the Contract; and
 - 6.5.3 the Supplier Staff.
- 6.6 The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a material Default by the Supplier, in which case the Supplier will repay the Buyer's reasonable costs in connection with the Audit.
- 6.7 The Supplier must comply with the Buyer's reasonable instructions following an Audit, including:
 - 6.7.1 correcting any identified Default;
 - 6.7.2 repaying any Charges that the Buyer has overpaid.
- 6.8 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
 - 6.8.1 tell the Buyer and give reasons;
 - 6.8.2 propose corrective action; and
 - 6.8.3 provide a deadline for completing the corrective action.

7. Supplier staff

- 7.1 The Supplier Staff involved in the performance of the Contract must:
- 7.1.1 be appropriately trained and qualified;
 - 7.1.2 be vetted using Good Industry Practice and the security vetting procedure specified in Clause 7.8; and
 - 7.1.3 comply with all conduct requirements when on the Buyer's Premises.
- 7.2 Where the Buyer decides one of the Supplier's Staff is not suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.
- 7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach its obligations in clause 16.3.
- 7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.
- 7.5 The Supplier shall be responsible for all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff and shall be responsible for all costs and losses incurred by the Buyer in respect of these.
- 7.6 The Key Supplier Staff specified in the Key Contract Information shall carry out the Services and provide the Deliverables, performing the roles identified against their names in the Key Contract Information, unless otherwise agreed with the Buyer (whose agreement shall not be unreasonably withheld or delayed).
- 7.7 The Supplier shall:
- 7.7.1 notify the Buyer as soon as reasonably practicable of the absence of any Key Supplier Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for their role);
 - 7.7.2 ensure that all arrangements for agreed changes in Key Supplier Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
 - 7.7.3 ensure that any replacement for Key Supplier Staff has a level of qualifications and experience appropriate to the relevant role and is fully competent to carry out the tasks assigned to the Key Supplier Staff that they have replaced.
- 7.8 The Supplier shall and shall procure that its Subcontractors shall comply with the security vetting procedures specified below:
- 7.8.1 Supplier Staff that have access to the Buyer's infrastructure, premises, government classified information or computer systems shall undertake Baseline Personnel Security Standard (BPSS) pre-employment checks, as stated in the HMG Personnel Security Controls;
 - 7.8.2 to control risk to the railway associated with government classified information (official-sensitive or above), important sites or critical equipment, certain Supplier Staff will be required to complete additional security checks as outlined in HMG Personnel Security Controls. Roles that require additional security checks and the level to be attained will be notified to the Supplier by the Buyer;
 - 7.8.3 the Supplier shall prevent Supplier Staff who are unable to obtain the required security clearances from carrying out specified roles and accessing the Buyer's infrastructure, premises government classified information or computer systems; and
 - 7.8.4 Supplier Staff that have access to Network Rail infrastructure, premises,

government classified information or computer systems are required to undergo railway security induction training. Additionally, Supplier Staff carrying out line management or supervisory duties must undergo biennial security training. Records of training completion shall be kept by the Supplier for five years and made available to the Buyer on request. Training material will be provided by the Buyer at no additional cost to the Supplier.

7.9 For the purposes of this clause 7.9:

“Relevant Individual” means any servant, employee, officer, consultant or agent of either the Supplier or any Subcontractor or supplier involved in the provision of, or intended to be involved in the provision of, any aspect of the Deliverables; and

“Relevant Conviction” means any unspent criminal conviction relating to actual or potential acts of terrorism or acts which threaten national security.

- (a) The Supplier shall procure from each Relevant Individual (as the case may be) a declaration that he has no Relevant Convictions (“Declaration”) or disclosure of any Relevant Convictions. A Declaration shall be procured prior to a Relevant Individual providing any of the Deliverables. The Supplier shall confirm to the Buyer in writing on request or in any event not less than once in every year that each Relevant Individual has provided a Declaration. The Supplier shall procure that a Relevant Individual notifies the Supplier immediately if he commits a Relevant Conviction and the Supplier shall notify the Buyer in writing immediately on becoming aware that a Relevant Individual has committed a Relevant Conviction.
- (b) The Supplier shall not engage or allow to act on behalf of the Supplier or any Subcontractor in the performance of any aspect of the Deliverables any Relevant Individual who has disclosed a Relevant Conviction.
- (c) The Buyer shall have the right in accordance with the audit rights set out in Clause 6 to audit and inspect the records of the Supplier and its Subcontractors and its and their respective employees and agents in order to confirm and monitor compliance with this Clause 7.9 at any time during performance of this Contract.
- (d) If the Supplier fails to comply with the requirements under Clauses 7.9(a) and/or 7.9(b) the Buyer may, without prejudice to its rights under Clause 14.2, serve notice on the Supplier requiring the Supplier to remove or procure the removal of (as the case may be) any Relevant Individual who has not provided a Declaration from the Contract and/or Buyer’s site with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the Delivery of the Deliverables unless (in the case of non-compliance with Clause 7.9(a)) within seven (7) days of receipt of the notice the Supplier confirms to the Buyer that he has procured all of the relevant Declarations required under Clause 7.9(a).
- (e) A persistent breach of Clause 7.9(a) and/or Clause 7.9(b) by the Supplier shall entitle the Buyer to terminate the Contract in whole or in part with immediate effect in accordance with Clause 14.2.1(c).
- (f) In the event the Buyer becomes aware that a Relevant Individual has committed a Relevant Conviction, the Supplier shall remove or procure the removal (as the case may be) of such Relevant Individual from the Contract and/or the Buyer’s site with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the Delivery of the Deliverables.
- (g) Nothing in this Clause 7.9 shall in any way waive, limit or amend any obligation of the Supplier to the Buyer arising under the Contract and the Supplier’s responsibilities in

respect of the Delivery of the Deliverables remain in full force and effect and the Supplier cannot claim any extra costs or time as a result of any actions under this Clause 7.9.

8. Supply chain

- 8.1 At the Buyer's request, the Supplier must terminate any Sub-Contracts in any of the following events:
 - 8.1.1 the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 14.2; and/or
 - 8.1.2 the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law.
- 8.2 The Supplier is responsible for all acts and omissions of its Subcontractors and those employed or engaged by them as if they were its own.

9. TUPE

Notwithstanding anything to the contrary elsewhere in the Contract:

- 9.1 the Supplier shall be responsible for and shall indemnify and keep indemnified the Buyer and any supplier of Replacement Deliverables from and against all and any costs, claims, expenses, damages, demands, actions, losses and liabilities arising out of or in connection with any claim in respect of any person which arises or is alleged to arise by reason of the Supplier's failure to comply with its obligations and/or for failure to inform and consult under the Employment Regulations;
- 9.2 in the last 12 months prior to Expiry Date or after a Termination Notice has been given, within 28 days of the Buyer's request, the Supplier shall provide the Buyer with an anonymised list of all persons who are, who have been, or who may be at any time concerned with the Services or any part of them, specifying their ages, employer, job title, job description, basic salary, bonus and all other emoluments and benefits, period of continuous employment, the percentage of the time that they have worked on the Contract, details of any agreements entered into with employee representative bodies in relation to such persons, details of all training and competency courses attended and certificates or qualifications obtained, place of work, all relevant contractual and non- contractual termination or severance arrangements, notice periods, contractual holiday entitlements, copy of employment contract or applicable standard terms and employee handbook, immigrant status and right to work documentation, information on any disciplinary or grievance procedure taken against or by any person within the preceding 2 years, information about any tribunal claims in the preceding 2 years or whether there are reasonable grounds to believe a claim may be brought and such other requirements as the Buyer may reasonably require (altogether the "Employee Data"). The Buyer will, subject to compliance with any Data Protection Legislation, be permitted to disclose any information provided to it under this sub-Clause in summary and/or anonymised form to any person who has been invited to tender for the provision of the Services (or similar services) and to any supplier of Replacement Deliverables and their subcontractors. The Supplier warrants, for the benefit of the Buyer and any such replacement supplier or subcontractor, that the Employee Data shall be true and accurate in all material respects at the time of providing the information.
- 9.3 in the last 12 months prior to Expiry Date or after a Termination Notice has been given, the Supplier shall (and shall procure that any Subcontractor shall) provide to the people engaged in the performance of the Contract, written contracts of employment or statements of terms of employment, in either case complying with

the requirements of Section 1 of the Employment Rights Act 1996, and retain copies of such documents together with such other documentation and PAYE records as may reasonably be required by the Buyer ("Personnel Records") and shall (where the Employment Regulations is likely to apply) within 28 days of the Buyer's request, whether during the Contract Period or thereafter, deliver up to the Buyer or to such person as the Buyer may nominate, the Employee Data, such copies of the Personnel Records as may be required by the Buyer and, to the extent not otherwise provided, any employee liability information pursuant to and in accordance with Regulation 11 of the Employment Regulations. The Buyer may communicate such information (prior to the end of the Contract Period in summary and/or anonymised form) to any person who has been invited to tender for the provision of the Services (or similar services) and to any supplier of Replacement Deliverables and their subcontractors. The Supplier warrants, for the benefit of the Buyer and any such replacement supplier or sub-contractor that all information provided pursuant to this Clause 9.3 shall be true and accurate in all material respects at the time of providing the information;

9.4 the Supplier shall not (and shall procure that any Subcontractor shall not) (where the Employment Regulations may potentially apply) in the last six months prior to Expiry Date or after a Termination Notice has been given, without the prior written permission of the Buyer:

9.4.1 vary or purport or promise to vary (in the employee's favour), the terms of the contract of employment of any person engaged wholly or principally in the execution of the Services;

9.4.2 terminate or give notice to terminate the employment or engagement of any person engaged wholly or principally in the execution of the Services;

9.4.3 deploy or assign any person to perform the Services who is not already doing so with the effect that the number of persons engaged wholly or principally in the execution of the Services increases;

9.4.4 increase or reduce to any significant degree the proportion of working time spent on the Services by any person engaged wholly or principally in the execution of the Services; or

9.4.5 introduce any new contractual or customary practice (including any payments on termination of employment) applicable to any person engaged wholly or principally in the execution of the Services;

9.5 the Supplier shall not (and shall procure that any Subcontractor shall not) (where the Employment Regulations may potentially apply), without the prior written consent of the Buyer create or grant, or promise to create or grant, terms or conditions of employment for any new employee engaged wholly or principally in the execution of the Services if and to the extent that such terms or conditions are materially different to the terms or conditions of employment of equivalent or nearest equivalent existing employees (which themselves comply with Clause 9.4) at the date of commencement of employment of such new employee;

9.6 the Supplier shall (and shall procure that any Subcontractor shall) (where the Employment Regulations may potentially apply) at all times comply with its information and consultation obligations under Regulation 13 of the Employment Regulations; and

9.7 the Supplier shall indemnify and keep indemnified the Buyer and any supplier of Replacement Deliverables against all costs, claims, expenses, damages, demands, actions, losses and liabilities arising out of or in connection with:

9.7.1 any act, default or omission of the Supplier or any Subcontractor in respect of any person who was or is employed or engaged by the Supplier or any Subcontractor;

9.7.2 the employment or termination of employment of any person engaged wholly or principally in the execution of the Services up to and including

termination or expiry of the Contract;
 9.7.3 any breach by the Supplier or any Subcontractor of its obligation to provide employee liability information to the Buyer or any successor supplier in accordance with Regulation 11 of the Employment Regulations; and/or

9.7.4 any breach by the Supplier of Clauses 9.4, 9.5 and/or 9.6;

and, despite anything else in the Contract, such a successor supplier can directly enforce the indemnity in its favour provided for by Clauses 9.1 and 9.7.

10. Rights and protection

10.1 The Supplier warrants and represents that:

10.1.1 it has full capacity and authority to enter into and to perform the Contract which is executed by its authorised representative;

10.1.2 there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform the Contract;

10.1.3 all necessary rights, authorisations, licences and consents (including in relation to IPRs) are in place to enable the Supplier to perform its obligations under the Contract and for the Buyer to receive the Deliverables;

10.1.4 all written statements and representations that it has made as part of the procurement process remain true and accurate except to the extent that these have been superseded or varied by the Contract; and

10.1.5 it is not impacted by an Insolvency Event or (where applicable) a Financial Distress Event.

10.2 The warranties and representations in Clauses 2.4 and 10.1 are repeated each time the Supplier provides Deliverables under the Contract.

10.3 The Supplier indemnifies the Buyer against each of the following:

10.3.1 wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and

10.3.2 non-payment by the Supplier of any tax or national insurance.

10.4 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Buyer.

10.5 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

11. Intellectual Property Rights (IPRs)

11.1 This Clause 11 shall apply in respect of Intellectual Property Rights, except that where Schedule: ICT Services is used the provisions of that Schedule shall take precedence over Clauses 11.2 to 11.5.

11.2 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:

11.2.1 receive and use the Deliverables; and

11.2.2 make use of the deliverables provided by a replacement supplier.

11.3 Any New IPR created under the Contract is owned by the Supplier. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable, worldwide licence to use, change and sub-license the Supplier's IPR to enable it to:

- 11.3.1 receive and use the Deliverables;
 - 11.3.2 make use of the deliverables provided by a replacement supplier; and
 - 11.3.3 for any other purpose which the Buyer requires.
- 11.4 . The Buyer hereby grants the Supplier a non-exclusive, non-transferable licence to use all the Intellectual Property Rights owned or capable of being so licensed by the Buyer which are required for the purposes of Delivering the Deliverables. Such licence is granted for the duration of the Contract solely to enable the Supplier to comply with its obligations under the Contract and is conditional upon the Supplier using such Intellectual Property Rights in accordance with Law or Standards and such other quality standards as the Buyer may from time to time notify. No Intellectual Property Rights owned or capable of being so licensed by the Company may be used in conjunction with any other trade marks without the prior written consent of the Buyer
- 11.5 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in this Clause 11 or Clause 10.1.3 or as otherwise agreed in writing.
- 11.6 If there is an IPR Claim, the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 11.7 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
- 11.7.1 obtain for the Buyer the rights in Clause 11.1 and 11.3 without infringing any third party IPR; and
 - 11.7.2 replace or modify the relevant item with substitutes that don't infringe IPR without adversely affecting the functionality or performance of the Deliverables.

12. Rectifying issues

- 12.1 If there is a Default, the Supplier must notify the Buyer within 3 Working Days and the Buyer may request (whether notified or not) that the Supplier provide a Rectification Plan within 10 Working Days.
- 12.2 When the Buyer receives a requested Rectification Plan it can either:
- 12.2.1 reject the Rectification Plan or revised Rectification Plan, giving reasons; or
 - 12.2.2 accept the Rectification Plan or revised Rectification Plan (without limiting its rights) in which case the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties.
- 12.3 Where the Rectification Plan or revised Rectification Plan is rejected, the Buyer:
- 12.3.1 will give reasonable grounds for its decision; and
 - 12.3.2 may request that the Supplier provides a revised Rectification Plan within 5 Working Days.

13. Contract duration

- 13.1 The Contract takes effect on the Start Date and ends on the Expiry Date or earlier if terminated under Clause 14 or if required by Law.
- 13.2 The Buyer can extend the Contract for the Extension Period by giving the Supplier written notice before the Contract expires as specified in the Key Contract Information.

14. Ending the contract

14.1 Ending the contract without a reason

The Buyer has the right to terminate the Contract at any time without reason or liability (including any claims for loss of profit) by giving the Supplier not less than 30 days' notice and if it's terminated Clauses 14.3.1b) to 14.3.1h) and 14.3.2 apply.

14.2 When the Buyer can end the Contract

14.2.1 If any of the following events happen, the Buyer has the right to immediately terminate the Contract by issuing a Termination Notice to the Supplier:

- a) there's a Supplier Insolvency Event;
- b) there's a material Default that is not capable of correction;
- c) there's a material Default that, where capable of correction, is not corrected in line with an accepted Rectification Plan;
- d) the Buyer rejects a Rectification Plan or the Supplier does not provide it within 10 days of the request;
- e) a Default that occurs and then continues to occur on one or more occasions within 6 months following the Buyer serving a warning notice on the Supplier that it may terminate for persistent breach of the Contract;
- f) there's a change of control (within the meaning of Section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Buyer in writing;
- g) the Buyer discovers that the Supplier was in one of the situations in Regulations 57 (1) or 57(2) of the Public Contracts Regulations 2015, or such Regulations by application of Regulation 80(2) of the Utilities Contracts Regulations 2016, at the time the Contract was awarded; or
- h) the Supplier fails to comply with its legal obligations in the fields of environmental, social, equality or employment Law when providing the Deliverables.

14.2.2 The Buyer also has the right to terminate the Contract in accordance with Clauses 24.3.

14.2.3 If any of the events in 73 (1) (a) or (b) of the Public Contracts Regulations 2015 or 89 (1) (a) or (b) of the Utilities Contracts Regulations 2016 (as applicable) happen, the Buyer has the right to immediately terminate the Contract and Clauses 14.3.1b) to 14.3.1h) applies.

14.3 What happens if the contract ends

14.3.1 Where the Buyer terminates the Contract under Clauses 14.2.1, all of the following apply:

- a) The Supplier is responsible for the Buyer's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.
- b) The Buyer's payment obligations under the terminated Contract stop immediately.
- c) Accumulated rights of the Parties are not affected.
- d) The Supplier must promptly delete or return the Buyer Data except where required to retain copies by Law.
- e) The Supplier must promptly return any of the Buyer's property provided under the terminated Contract.
- f) The Supplier must, at no cost to the Buyer, co-operate fully in the handover and re-procurement (including to a replacement supplier).
- g) The Supplier must repay to the Buyer all the Charges that it has been paid in advance for Deliverables that it has not provided as at the

date of termination or expiry.

- h) Any Clauses and Schedules which are expressly or by implication intended to continue shall survive the termination of the Contract.

14.3.2 If the Buyer terminates the Contract under Clause 14.1 the Buyer shall pay to the Supplier the costs that the Supplier has incurred directly as a result of the early termination of the Contract which are unavoidable, reasonable and not capable of recovery as long as the Supplier provides a fully itemised and costed schedule with evidence and takes all reasonable steps to mitigate the same. The maximum value of this payment is limited to the total costs which would have been paid to the Supplier as part of the Charges if the Contract had not been terminated.

14.3.3 If either Party terminates the Contract under Clause 24.3:

- a) each party must cover its own Losses; and
- b) Clauses 14.3.1b) to 14.3.1h) applies.

14.4 When the Supplier can end the contract

14.4.1 The Supplier can issue a notice that payment has not been received on time if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer fails to pay an undisputed invoiced sum within 30 days of the date of such notice.

14.4.2 The Supplier also has the right to terminate the Contract in accordance with Clauses 24.3 and 27.4.

14.4.3 If the Supplier terminates the Contract under Clause 14.4.1 or 27.4:

- a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier;
- b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence – the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated; and
- c) Clauses 14.3.1d) to 14.3.1h) apply.

14.5 Partially ending and suspending the contract

14.5.1 Where the Buyer has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the Contract it can provide the Deliverables itself or buy them from a third party.

14.5.2 The Buyer can only partially terminate or suspend the Contract if the remaining parts of the Contract can still be used to effectively deliver the intended purpose.

14.5.3 The Parties must agree (in accordance with Clause 28) any necessary Variation required by this Clause 14.5, but the Supplier may not either:

- a) reject the Variation; or
- b) increase the Charges, except where the right to partial termination is under Clause 14.1.

14.5.4 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under this Clause 14.5.

15. How much you can be held responsible for

15.1 Except for liability as referred to in Clauses 15.3 and 15.4, each Party's total aggregate liability under the Contract (whether in tort, contract or otherwise) is as specified in the Key Contract Information.

15.2 No Party is liable to the other for:

15.2.1 any indirect or consequential Losses; nor

- 15.2.2 Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct, indirect or consequential).
- 15.3 In spite of Clause 15.1, neither Party limits or excludes any of the following:
- 15.3.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
 - 15.3.2 its liability for bribery or fraud or fraudulent misrepresentation by it or its employees; and
 - 15.3.3 any liability that cannot be excluded or limited by Law.
- 15.4 In spite of Clause 15.1, the Supplier's total aggregate liability under the Contract (whether in tort, contract or otherwise) for any indemnity given under Clauses 9, 11.6 or 18.22.5 is as specified in the Key Contract Information.
- 15.5 The financial limits referred to in Clauses 15.1 and 15.4 are separate and any liability of the Supplier which falls within one of those clauses shall not be taken into account in assessing whether the financial limit in the other such clause has been reached.
- 15.6 The Supplier shall be liable to the Buyer in respect of all loss, damage, cost, expense, liability, claims and proceedings whatsoever in respect of:
- 15.6.1 any personal injury to or death of any person; and
 - 15.6.2 any loss of or damage to any property;
- due to the acts, neglect, error, or omission by the Supplier or any of its employees, agents or representatives in the course of the provision of the Deliverables whilst on or around the Buyer's property or other site or premises relevant to the provision of the Deliverables.

16. Obeying the law

- 16.1 Not used.
- 16.2 The Supplier shall comply with all applicable Law.
- 16.3
- (a) Not used.
 - (b) Without limiting the generality of any other provision of the Contract, the Supplier:
 - (a) shall not unlawfully discriminate;
 - (b) shall procure that its employees and agents do not unlawfully discriminate; and
 - (c) shall use reasonable endeavours to procure that its Subcontractors do not unlawfully discriminate when Delivering the Deliverables,
- within the meaning and scope of the Equality Act 2006, the Equality Act 2010 and any other relevant enactments in force from time to time in relation to discrimination in employment.
- 16.4
- (a) The Supplier acknowledges that the Buyer is under a duty under section 149 of the Equality Act 2010 to have due regard to the need to:
 - (i) eliminate unlawful discrimination on the grounds of age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex and sexual orientation (all "**Protected Characteristics**") and marriage and civil partnership;
 - (ii) advance equality of opportunity between persons who share a Protected Characteristic and persons who do not share it; and
 - (iii) foster good relations between persons who share a Protected Characteristic and persons who do not,

in performing the Contract the Supplier shall assist and cooperate with the Buyer where possible in satisfying this duty.

- (b) The Supplier shall ensure that its staff, and those of its Subcontractors who are engaged in the performance of the Contract comply with the Buyer's policies in relation

to equal opportunities and diversity, workplace harassment and drugs and alcohol as may be updated from time to time. Copies of these policies are available from the Buyer at any time on request.

- (c) To the extent that the Buyer is required to assist or co-operate with Transport for London with its duties under the Equality Act 2010 (Specific Duties) Regulations 2011, the Supplier shall assist and co-operate with the Buyer where possible.
- (d) Within 3 Working Days after Start Date, the Supplier shall provide to the Buyer a copy of its EDI Policy (in the form submitted to the Buyer before the parties entered into the Contract). The Supplier shall keep its EDI Policy under review for the duration of the Contract and shall promptly provide the Buyer with any such revised EDI Policy.

16.5

- (a) The Supplier acknowledges and agrees that the Mayor pursuant to section 155 of the Greater London Authority Act 1999 has directed that members of the TfL Group ensure that the London Living Wage be paid to anyone engaged by any member of the TfL Group who is required to discharge contractual obligations (whether as a direct contractor or a sub-contractor (of any tier) of that direct contractor) on the Buyer's estate in the circumstances set out in Clause 16.5(b)(i).

- (b) Without prejudice to any other provision of this Contract, the Supplier shall:

- i. ensure that its employees and procure that the employees of its Subcontractors engaged in the Delivery of the Deliverables or performance of this Contract:
 - A. for two (2) or more hours or work in any given day in a week, for eight (8) or more consecutive weeks in a year; and
 - B. on the Buyer's estate including (without limitation) premises and land owned or occupied by the Buyer,

be paid an hourly wage (or equivalent of an hourly wage) equivalent to or greater than the London Living Wage;

- ii. ensure that none of:
 - A. its employees; nor
 - B. the employees of its Subcontractors,

engaged in the Delivery of the Deliverables or performance of this Contract be paid less than the amount to which they are entitled in their respective contracts of employment;

- iii. provide to the Buyer such information concerning the London Living Wage as the Buyer or its nominees may reasonably require from time to time, including (without limitation):
 - A. all information necessary for the Buyer to confirm that the Supplier is complying with its obligations under Clause 16.5; and
 - B. reasonable evidence that Clause 16.5 has been implemented;

- iv. disseminate on behalf of the Buyer to:
 - A. its employees; and
 - B. the employees of its Subcontractors,

engaged in the Delivery of the Deliverables or performance of this Contract such perception questionnaires as the Buyer may reasonably require from time to time and promptly collate and return to the Buyer responses to such questionnaires; and

- v. cooperate and provide all reasonable assistance in monitoring the effect of the London Living Wage including (without limitation):
 - A. allowing the CCSL to contact and meet with the Supplier's employees and any trade unions representing the Supplier's employees;

- B. procuring that the Supplier's Subcontractors allow the CCSL to contact and meet with the Subcontractor's employees and any trade unions representing the Subcontractor's employees,

in order to establish that the obligations in 16.5(b)(i) have been complied with.

- (c) For the avoidance of doubt the Supplier shall
- a. implement the annual increase in the rate of the London Living Wage; and
 - b. procure that its Subcontractors implement the annual increase in the rate of the London Living Wage,
- on or before 1 April in the year following the publication of the increased rate of the London Living Wage.
- (d) The Buyer reserves the right to audit (acting by itself or its nominee(s)) the provision of the London Living Wage to the Supplier's Staff and the staff of its Subcontractors.
- (e) Without limiting the Buyer's rights under any other termination provision in this Contract, the Supplier shall remedy any breach of the provisions of this Clause 16.5 within four (4) weeks' notice of the same from the Buyer (the "**Notice Period**"). If the Supplier remains in breach of the provisions of this Clause 16.5 following the Notice Period, the buyer may by written notice to the Supplier immediately terminate this Contract.

16.6

- (a) The Supplier acknowledges and agrees that it does not have any interest in any matter where there is or is reasonably likely to be a conflict of interest with the carrying out of the Delivery of the Deliverables or with any member of the TfL Group, save to the extent fully disclosed to and approved in writing by the Buyer.
- (b) The Supplier shall undertake ongoing and regular checks for any conflict of interest throughout the duration of the Contract and in any event not less than once in every six (6) months and shall notify the Buyer in writing immediately on becoming aware of any actual or potential conflict of interest with the carrying out of the Delivery of the Deliverables under the Contract or with any member of the TfL Group and shall work with the Buyer to do whatever is necessary (including the separation of staff working on, and data relating to, the Delivery of the Deliverable from the matter in question) to manage such conflict to the Buyer's satisfaction, provided that, where the Buyer is not so satisfied (in its absolute discretion) it shall be entitled to terminate the Contract.

17. Insurance

17.1 The insurance you need to have:

17.1.1 The Supplier shall maintain the insurances specified in the Key Contract Information.

17.1.2 The insurances shall be:

- a) maintained in accordance with Good Industry Practice;
- b) (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent supplier in respect of risks insured in the international insurance market from time to time;
- c) taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
- d) maintained for at least six (6) years after the Expiry Date.

17.2 How to manage the insurance:

The Supplier shall:

17.2.1 take all reasonable risk management and risk control measures;

17.2.2 promptly notify the insurers in writing of any relevant material fact of which

the Supplier is or becomes aware; and

17.2.3 not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the insurances.

17.3 Evidence of insurance you must provide:

The Supplier shall upon request from the Buyer provide evidence as soon as reasonably practicable, in a form satisfactory to the Buyer, that the Insurances are in force and effect and meet in full the requirements of this Clause.

18. Data protection

18.1 The Buyer is the Controller and the Supplier is the Processor for the purposes of the Data Protection Legislation unless stated otherwise in Annex 1 – Protection of Personal Data to Schedule 1 (Specification).

18.2 The Supplier must process Personal Data and ensure the Supplier Staff process Personal Data in accordance with the Contract.

18.3 The Parties agree and acknowledge that if Annex 1 – Protection of Personal Data to Schedule 1 (Specification) is blank, then no Personal Data shall be processed under the Contract.

18.4 The Supplier must not remove any ownership or security notices in or relating to the Buyer Data.

18.5 The Supplier must ensure that any Supplier system holding any Buyer Data, including back-up data, is a secure system that complies with the requirements specified in the Specification and any other security requirements specified in the Contract.

18.6 If at any time the Supplier suspects or has reason to believe that the Buyer Data provided under the Contract is corrupted, lost or sufficiently degraded so as to be unusable, then the Supplier must notify the Buyer and immediately suggest remedial action.

18.7 If the Buyer Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:

18.7.1 tell the Supplier to restore or get restored Buyer Data as soon as practical but no later than 5 Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier; and

18.7.2 restore the Buyer Data itself or using a third party.

18.8 The Supplier must pay each Party's reasonable costs of complying with Clause 18.7 unless the Buyer is at fault.

18.9 The Supplier must only process Personal Data if authorised to do so, and to the extent set out, in the Annex 1 – Protection of Personal Data to Schedule 1 (Specification) by the Buyer. Any further written instructions relating to the processing of Personal Data are incorporated into Annex 1 - Protection of Personal Data to Schedule 1 (Specification).

18.10 The Supplier must give all reasonable assistance to the Buyer in the preparation of any Data Protection Impact Assessment before starting any processing, including:

18.10.1 a systematic description of the expected processing and its purpose;

18.10.2 the necessity and proportionality of the processing operations;

18.10.3 the risks to the rights and freedoms of Data Subjects;

18.10.4 the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.

18.11 The Supplier must notify the Buyer as soon as reasonably practicable if it

thinks the Buyer's instructions breach the Data Protection Legislation.

- 18.12 The Supplier must put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Buyer.
- 18.13 If lawful to notify the Buyer, the Supplier must notify it if the Supplier is required to process Personal Data by Law promptly and before processing it.
- 18.14 The Supplier must take all reasonable steps to ensure the reliability and integrity of any Supplier Staff who have access to the Personal Data and ensure that they:
 - 18.14.1 are aware of and comply with the Supplier's duties under this Clause 18;
 - 18.14.2 are subject to appropriate confidentiality undertakings with the Supplier or any Subprocessor;
 - 18.14.3 are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third Party unless directed in writing to do so by the Buyer or as otherwise allowed by the Contract;
 - 18.14.4 have undergone adequate training in the use, care, protection and handling of Personal Data.
- 18.15 The Supplier must not make a Restricted Transfer unless all of the following are true:
 - 18.15.1 it has obtained prior written consent of the Buyer;
 - 18.15.2 the Buyer has decided that there are appropriate safeguards in accordance with Data Protection Legislation;
 - 18.15.3 the Data Subject has enforceable rights and effective legal remedies when transferred;
 - 18.15.4 the Supplier meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
 - 18.15.5 where the Supplier is not bound by Data Protection Legislation it must use all reasonable endeavours to help the Buyer meet its own obligations under Data Protection Legislation; and
 - 18.15.6 the Supplier complies with the Buyer's reasonable prior instructions about the processing of the Personal Data.
- 18.16 The Supplier must notify the Buyer immediately (including the provision of further information as details become available) if it:
 - 18.16.1 receives a Data Subject Request (or purported Data Subject Request);
 - 18.16.2 receives a request to rectify, block or erase any Personal Data;
 - 18.16.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 18.16.4 receives any communication from the UK information commissioner or any other regulatory authority in connection with Personal Data processed under the Contract;
 - 18.16.5 receives a request from any third Party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law;
 - 18.16.6 becomes aware of a Data Loss Event.
- 18.17 The Supplier must provide the Buyer with all reasonable assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 18.16 so as to enable compliance with the relevant timescales in Data Protection Legislation. This includes giving the Buyer:
 - 18.17.1 full details and copies of the complaint, communication or request;

- 18.17.2 reasonably requested assistance so that it can comply with a Data Subject Request;
 - 18.17.3 any Personal Data it holds in relation to a Data Subject on request;
 - 18.17.4 assistance that it requests following any Data Loss Event;
 - 18.17.5 assistance that it requests relating to a consultation with, or request from, the UK information commissioner's office.
- 18.18 The Supplier must maintain full, accurate records and information to show it complies with this Clause 18.
- 18.19 Before allowing any Subprocessor to process any Personal Data, the Supplier must:
- 18.19.1 notify the Buyer in writing of the intended Subprocessor and processing;
 - 18.19.2 obtain the written consent of the Buyer;
 - 18.19.3 enter into a written contract with the Subprocessor so that this Clause 18 applies to the Subprocessor;
 - 18.19.4 provide the Buyer with any information about the Subprocessor that the Buyer reasonably requires.
- 18.20 The Supplier remains fully liable for all acts or omissions of any Subprocessor.
- 18.21 The Parties agree to take account of any non-mandatory guidance issued by the UK information commissioner's Office.
- 18.22 The Supplier:
- 18.22.1 must provide the Buyer with all Buyer Data in an agreed open format within 10 Working Days of a written request;
 - 18.22.2 must have documented processes to guarantee prompt availability of Buyer Data if the Supplier stops trading;
 - 18.22.3 must securely destroy all storage media that has held Buyer Data at the end of life of that media using Good Industry Practice;
 - 18.22.4 securely erase all Buyer Data and any copies it holds when asked to do so by the Buyer unless required by Law to retain it; and
 - 18.22.5 indemnifies the Buyer against any and all Losses incurred if the Supplier breaches Clause 18 and any Data Protection Legislation.
- 18.23 Joint Controllers:
- 18.23.1 Where the Parties include two or more Joint Controllers as identified in Annex 1 – Protection of Personal Data to Schedule 1 (Specification), those Parties shall comply with the terms outlined in Annex 2 – Joint Controller Agreement to Schedule 1 (Specification).
- 18.24 Independent Controllers:
- 18.24.1 Where the Parties are acting as Independent Controllers as identified in Annex 1 – Protection of Personal Data to Schedule 1 (Specification) each Party shall:
 - a) comply with its obligations under Data Protection Legislation;
 - b) be responsible for dealing with and responding to Data Subject Requests, enquiries or complaints (including any request by a data subject to exercise their rights under Data Protection Legislation) it receives, unless otherwise agreed between the Parties;
 - c) promptly notify the other Party in writing of each Security Incident of which it becomes aware relating to the Personal Data to the extent the Security Incident is likely to affect the other Party; and
 - d) warrant that it is not subject to any restriction which would prevent or restrict it from disclosing or transferring Personal Data to the other Party in accordance with the terms of the Contract.

18.24.2 Without prejudice to sub-Clause 18.24.1a), each Party (the disclosing party) agrees that if it provides Personal Data to the other Party (the receiving party), it shall ensure that it has provided all necessary information to, and obtained all necessary consents from, the data subjects of the Personal Data, in each case to enable the disclosing party to disclose the Personal Data to the receiving party and for the receiving party to use that Personal Data for the Permitted Purposes, in each case in accordance with Data Protection Legislation.

18.24.3 In relation to the Personal Data it receives from the disclosing party, each Party shall:

- a) at all times process the Personal Data in a manner that ensures appropriate security of the Personal Data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical and organisational measures; and
- b) ensure that, at a minimum, the measures required under sub-Clause 18.24.3 a) meet the standard required by Data Protection Legislation.

18.24.4 If there is still also a controller-to-processor relationship under the Contract, Clauses 18.1 to 18.22 shall apply to that relationship.

19. What you must keep confidential

19.1 Each Party must:

19.1.1 keep all Confidential Information it receives confidential and secure;

19.1.2 not disclose, use or exploit the disclosing party's Confidential Information without the disclosing party's prior written consent, except for the purposes anticipated under the Contract; and

19.1.3 immediately notify the disclosing party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

19.2 In spite of Clause 19.1, a Party may disclose Confidential Information which it receives from the disclosing party in any of the following instances:

19.2.1 where disclosure is required by applicable Law, a regulatory body or a court with the relevant jurisdiction if the recipient party notifies the disclosing party of the full circumstances, the affected Confidential Information and extent of the disclosure;

19.2.2 if the recipient party already had the information without obligation of confidentiality before it was disclosed by the disclosing party;

19.2.3 if the information was given to it by a third party without obligation of confidentiality;

19.2.4 if the information was in the public domain at the time of the disclosure;

19.2.5 if the information was independently developed without access to the disclosing party's Confidential Information;

19.2.6 on a confidential basis, to its auditors;

19.2.7 on a confidential basis, to its professional advisers on a need-to-know basis; and

19.2.8 to the UK's Serious Fraud Office where the recipient party has reasonable grounds to believe that the disclosing party is involved in activity that may be a criminal offence under the Bribery Act 2010.

19.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Buyer at its request.

- 19.4 The Buyer may disclose Confidential Information in any of the following cases:
- 19.4.1 on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
 - 19.4.2 on a confidential basis to any Central Government Body, any successor body to a Central Government Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
 - 19.4.3 if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
 - 19.4.4 where requested by Parliament;
 - 19.4.5 on a confidential basis to an actual or prospective supplier of Replacement Deliverables, such information as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential replacement suppliers preparing or submitting tenders or undertaking due diligence in respect of Replacement Deliverables, to the extent that such disclosure is necessary in connection therewith; and
 - 19.4.6 under Clauses 20.
- 19.5 For the purposes of Clauses 19.2 to 19.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 19.
- 19.6 The Supplier must not make any press announcement or publicise the Contract or any part of it in any way, without the prior written consent of the Buyer and must use all reasonable endeavours to ensure that Supplier Staff do not either.

20. When you can share information

- 20.1 The Supplier and/or any Subcontractor must tell the Buyer within 48 hours if it receives a Request For Information.
- 20.2 In accordance with a reasonable timetable and in any event within 5 Working Days of a request from the Buyer, the Supplier and/or any Subcontractor must give the Buyer full co-operation and information needed so the Buyer can:
- 20.2.1 comply with any FOIA request; and
 - 20.2.2 comply with any EIR request.
- 20.3 To the extent that it is allowed and practical to do so, the Buyer will use reasonable endeavours to notify the Supplier of a FOIA request and may talk to the Supplier to help it decide whether to publish information under Clause 20.1. However, the extent, content and format of the disclosure is the Buyer's decision, which does not need to be reasonable.
- 20.4 The provisions of Clause 20 shall apply equally to the Buyer when the Supplier is subject to FOIA and EIR.

21. Invalid parts of the contract

If any part of the Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from the Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it's valid or enforceable.

22. No other terms apply

The provisions incorporated into the Contract are the entire agreement between the Parties. The Contract replaces all previous negotiations, arrangements, statements, understandings, course of dealings or agreements made between the Parties in relation to its subject matter whether written or oral. No other provisions apply and neither Party

has entered into the Contract in reliance on any warranty, statement, promise or representation other than the ones set out in the Contract.

23. Other people's rights in the Contract

No third parties may use the Contract Rights of Third Parties Act 1999 to enforce any term of the Contract unless stated (referring to the Act) in the Contract. This does not affect third party rights and remedies that exist independently from that Act.

24. Circumstances beyond your control

- 24.1 Any Party; affected by a Force Majeure Event is excused from performing its obligations under the Contract while the inability to perform continues, if it both:
 - 24.1.1 provides notice of the same to the other Party within 5 Working Days of such event taking place; and
 - 24.1.2 uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
- 24.2 Any failure or delay by the Supplier to perform its obligations under the Contract that is due to a failure or delay by an agent, Subcontractor or supplier will only be considered a Force Majeure Event if that third party is itself prevented from complying with an obligation to the Supplier due to a Force Majeure Event.
- 24.3 Either party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

25. Relationships created by the contract

The Contract does not create a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

26. Giving up contract rights

A partial or full waiver or relaxation of the terms of the Contract is only valid if it is stated to be a waiver in writing to the other Party.

27. Transferring responsibilities

- 27.1 The Supplier cannot assign, novate, sub-contract or in any other way dispose of the Contract or any part of it without the Buyer's written consent (not to be unreasonably withheld or delayed).
- 27.2 The Buyer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer. For the avoidance of doubt, this includes the TfL Group.
- 27.3 When the Buyer uses its rights under Clause 27.2 the Supplier must enter into a novation agreement in the form that the Buyer specifies.
- 27.4 If the Contract is novated under Clause 27.2 to a private sector body ("**Transferee**") the Supplier has the right to terminate the Contract by issuing a Termination Notice to the Transferee if the Transferee is experiencing an Insolvency Event.
- 27.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 27.6 If the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
 - 27.6.1 their name;
 - 27.6.2 the scope of their appointment;

27.6.3 the duration of their appointment; and a copy of the Sub-Contract

28. Changing the contract

- 28.1 Either Party can request a Variation to the Contract which is only effective if agreed in writing and signed by both Parties. The Supplier shall provide an Impact Assessment when requested by the Buyer which shall be calculated on the basis of the charges and rates specified in Schedule 2 (Charges).
- 28.2 If the Variation to the Contract cannot be agreed or resolved by the Parties in accordance with the provisions of this Clause 28, the Buyer can either:
- 28.2.1 agree that the Contract continues without the Variation; or
 - 28.2.2 refer the dispute to be resolved using Clause 32 (Resolving Disputes).
- 28.3 The Buyer is not required to accept a Variation request made by the Supplier.
- 28.4 The Supplier may only reject a Variation requested by the Buyer if the Supplier:
- 28.4.1 reasonably believes that the Variation would materially and adversely affect the risks to the health and safety of any person or that it would result in the Deliverables being provided in a way that infringes any Law; or
 - 28.4.2 demonstrates to the Buyer's reasonable satisfaction that the Variation is technically impossible to implement.
- 28.5 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Charges.
- 28.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, the Charges or the Contract and provide evidence:
- 28.6.1 that the Supplier has kept costs as low as possible, including in Subcontractor costs; and
 - 28.6.2 of how it has affected the Supplier's costs.
- 28.7 Any change in the Charges or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 28.1 to 28.3.

29. How to communicate about the contract

- 29.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9am on the first Working Day after sending sent unless an error message is received.
- 29.2 Except as provided under Clause 29.3, notices must be sent to the Parties' contact and address or email address in the Key Contract Information.
- 29.3 Service of legal proceedings or any documents in any legal action, arbitration or dispute resolution, must be served as specified in the Key Contract Information.

30. Health, safety and environment

- 30.1 The Supplier must perform its obligations meeting the requirements of:
- 30.1.1 the provisions of the Buyer's Contract QUENSH Conditions that are indicated as being applicable to the Contract in the QUENSH menu set out in Schedule [4] as amended from time to time; and
 - 30.1.2 the Buyer's current health and safety policies while at the Buyer's Premises, as made available to the Supplier from time to time.

- 30.2 Each Party must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer Premises that relate to the performance of the Contract.
- 30.3 The Supplier must ensure that Supplier Staff are aware of the Buyer's requirements in respect to this Clause 30.

31. Further Assurances

Each Party will, at the request and cost of the other Party, do all things which may be reasonably necessary to give effect to the meaning of the Contract.

32. Resolving disputes

- 32.1 If there is a dispute, the Buyer's Authorised Representative and the Supplier's Authorised Representative will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute.
- 32.2 If the dispute is not resolved at that meeting either Party can send a notice to the other explaining why it thinks the dispute has arisen and within 28 days the Parties will seek to resolve the dispute by commercial negotiation, led by senior representatives who have authority to settle it.
- 32.3 If the Parties cannot resolve the dispute via commercial negotiation, they can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using Clauses 32.4 to 32.6.
- 32.4 Unless the Buyer refers the dispute to arbitration using Clause 32.5, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- 32.4.1 determine the dispute;
 - 32.4.2 grant interim remedies; and
 - 32.4.3 grant any other provisional or protective relief.
- 32.5 The Supplier agrees that the Buyer has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 32.6 The Buyer has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 32.4, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 32.5.
- 32.7 The Supplier cannot suspend the performance of the Contract during any dispute.

33. Performance Security

- 33.1 Where specified in the Key Contract Information the Supplier shall deliver to the Buyer, on or prior to the execution of the Contract, a parent company guarantee in the form specified by the Buyer from the Supplier's ultimate holding company. For these purposes "ultimate holding company" shall mean the holding company (within the meaning of sections 1159 and 1160 of the Companies Act 2006) of the Supplier which is not itself a subsidiary of another company.
- 33.2 The Supplier's compliance with this Clause shall be a condition precedent to any

obligation on the part of the Buyer to make any payment that may otherwise be due under the Contract.

34. Dealing with claims

- 34.1 If the Buyer is notified of a Claim then it must notify the Supplier as soon as reasonably practicable and no later than 10 Working Days.
- 34.2 At the Supplier's cost the Buyer must both:
 - 34.2.1 allow the Supplier to conduct all negotiations and proceedings to do with a Claim; and
 - 34.2.2 give the Supplier reasonable assistance with the Claim if requested.
- 34.3 The Buyer must use all reasonable endeavours to minimise and mitigate any losses that it suffers because of the Claim.

35. Which law applies

The Contract and any issues or disputes arising out of, or connected to it, are governed by the laws of England and Wales.

SCHEDULE 1: SPECIFICATION

See Contractors Proposal titled Wimbledon ASC TD update V03 (Document ID: 241235) dated 20/12/23,
Wimbledon Train Describer Technical requirements Specification Issue 11.3 (HICSE ref KT240857) and
Wimbledon Train Describer Technical Requirements Specification 4LM-PSEC0056-SSL-REQ-00010
Issue 11.3 [1]

SCHEDULE 2: CHARGES

See Contractors Proposal titled Wimbledon ASC TD update V03 (Document ID: 241235)

**Hitachi Information Control
Systems Europe**

Wimbledon ASC TD update

London Underground Limited

20th December 2022

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1. Reference Documents

Parent Document

[1] Wimbledon Train Describer Technical Requirements
Specification Issue 11.3 (HICSE ref KT240857)

2. Glossary

Term	Description
4LM	London Underground 4 Line Modernisation Project
CBTC	Communication Based Train Control
FAT	Factory Acceptance Test
FDM	Frequency Division Multiplex
FTN	Fibre Telecoms Network
HICSE	Hitachi Information Control Systems Europe Ltd.
HSCC	Hammersmith Control Centre
LUL	London Underground Limited
ODA	Overlapping Design Agreement
PDF	Portable Document Format
PP	Panel Processor
SAT	Site Acceptance Test
SCP	Signal Control Processor
SMART	Signal Monitoring and Reporting to TRUST
SSP	Signalling Scheme Plan
TEML-41	Bombardier Telemetry System
TIC	Tester In Charge
TOPS	Train Operations Processing System
TRUST	Train Running Systems TOPS
WASC	Wimbledon Area Signalling Control

3. Summary

Following your Request to Quote on the 10th February 2022 for the supply of alterations to the TEML 41 and TD system at Wimbledon ASC, Hitachi Information Control Systems Europe (HICSE) has pleasure in putting forward this proposal for your consideration.

LUL (as part of The London Underground 4 Line Modernisation Project) require the Train Describer at Wimbledon ASC to support the introduction of a CBTC system on the District Line between Fulham Broadway and East Putney on the Wimbledon branch.

HICSE has included in this quote the associated works to undertake implementation through GRIP stages 4 to 8 in line with the requirements [1].

This offer is Subject to contract.

For additional details please contact [REDACTED] or [REDACTED] on [REDACTED].

4. Scope of Work

HICSE propose the Scope of Work detailed herein further to review of the requirements and scope detailed in the following document:

- Wimbledon Train Describer Technical Requirements Specification 4LM-PSEC0056-SSL-REQ-00010 Issue 11.3 [1]

4.1 Methodology

HICSE will support LUL and Thales in achieving design integration by working closely and collaboratively.

HICSE will attend all joint IDC/IDRs, raising or responding to requests for information through the Technical Query (TQ) process or via email including LUL representatives into any cross-supplier communication.

4.2 Documentation

HICSE will produce the following TEML41 design documentation:

- System Requirements Specification
- System Design Specification
- TEML41 Data Design Specification
- TEML41 System V&V Plan
- V&V evidence at every GRIP stage 4-8
- TEML41 Acceptance Test Specification
- TEML41 Site Acceptance Test Specification

Draft versions will be shared with LUL and other suppliers to allow feedback on TEML41 design documentation. This should ensure that feedback and updates are incorporated prior to formal submission of all design to LUL for Acceptance. HICSE will carry out any updates to the design as identified by the review process prior to resubmission.

HICSE will also provide input to the following documentation:

- 4LM T&C Plan
- Thales Control System Fringe Specification
- Thales Interface Specification
- 4LM System Architecture
- NR Product Acceptance
- RAMS and Safety Plans
- 4LM and Thales Test Strategy / Plan

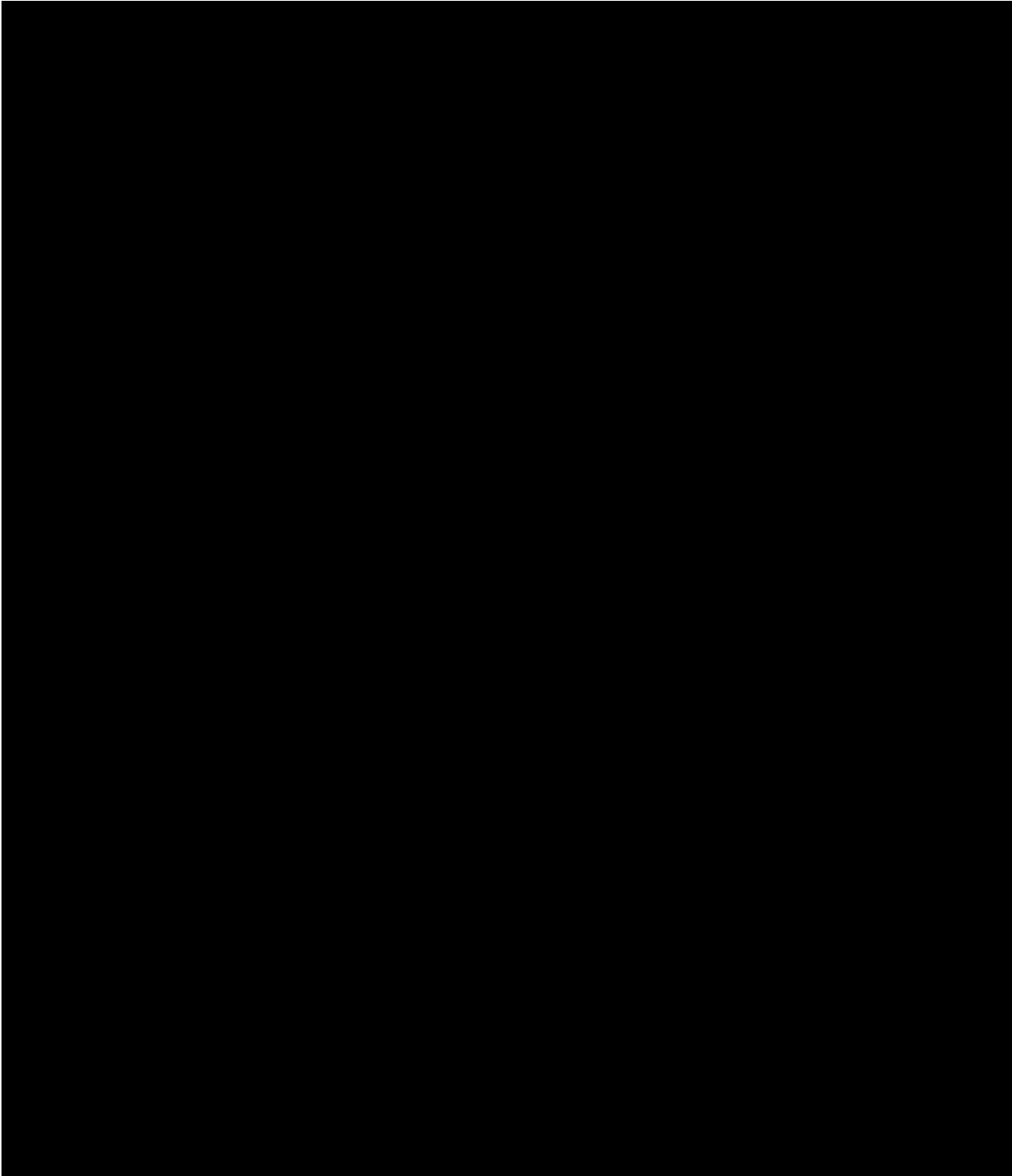
4.3 Drawings

HICSE will update the design and drawings for the following:

- Signalling Circuit Diagrams
- Stepping Tables
- Signalling/Telecommunications Design Interface Point
- TD wiring Diagrams & Maps
- General assembly drawings
- OCU Map drawings

4.4 System Updates

The following diagram gives an overview of HICSE scope:



4.4.1 Physical Interface

HICSE will install a pair of TEML-41 modems (spare modems supplied by NR) into the existing racks which have spare capacity and utilising existing power supplies. HICSE will configure a new PS/9 dual channel link from Wimbledon Train Describer to Hammersmith Service Control Centre.

This interface shall be a modem based link as per the existing PS/9 link.

The existing PS/9 link and Earls Court Fringe Box link shall be abolished, and equipment recovered.

Connection to Telecoms Network will be performed by others.

4.4.2 Berths

The Wimbledon Train Describer berth data shall be updated to provide LUL 'Interpose and Cancel' access to the "Next Departure" ladder berths.

A new latch berth shall be provided to facilitate a 'one shot' clearance of all trains in the ladder.

All berth contents changes for all berths detailed in the Thales Interface Specification will be transmitted on the new PS/9 link.

4.4.2.1 TD Stepping

A sequence of steps shall be provided to implement the clearance of the "Next Departure" ladder berths triggered by the new "Latch" berth.

The TD Stepping will be modified to reflect changes to the fringe at East Putney.

4.4.2.2 FTN Header Implementation

HICSE shall allow for the use of configurable headers.

The header for Wimbledon shall be "WASC", unless NR have already allocated an identity.

The header for Hammersmith shall be "HSCC".

4.4.2.3 S-Class Information

WASC TD (software and data) shall be amended to provide S-Class Signal Asset data, the Signal asset states shall including (a) Route Set, (b) Main signal aspect, and (c) Train Ready To Start (TRTS) between East Putney and Wimbledon Station.

4.4.3 Live PS09 TD Test Channel

A PS09 dual channel TD link will be configured to provide a live TD test feed to Hammersmith service control to support informal site testing and development.

The test feed shall mirror the live railway without affecting the Operational Railway and comply with Thales Interfaces specifications.

HICSE will configure 'shadow' berths that run alongside the live berths and give like-for-like train movement for the new berth layout at East Putney Fringe. For over and back testing and the final commissioning it is proposed that the shadow berths are removed and Hammersmith link will have full access to the current berths. Technical details of this will be explored as part of the system design.

4.4.4 Controls and Indications

The following indication alterations will require updates to the Wimbledon PP and SCP data:

Item	Requirement	Input Type	Data Change
J/EG Track Indication	Retain track indication from new NV-TSCO input	FDM & TDM	Remove input from TDM if no longer required by TD/FRS
355 Signal Indication	Remove signal indication	TDM	Remove RGKE, DGKE, (ENT)UKE and (A)KE from Clapham Windsor Panel Processor
EH Track Indication	Retain track indication from new NV-TSCO input but remove route indication	TDM	Remove UKE from Clapham Windsor Panel Processor
EJ Track Indication	Retain track indication from new NV-TSCO input but remove route indication	TDM	Remove UKE from Clapham Windsor Panel Processor
3590 Signal Indication	Remove signal indication	TDM	Remove RGKE and DGKE from Clapham Windsor Panel Processor
EK Track Indication	Retain track indication but remove route indication	TDM	Remove UKE from Clapham Windsor Panel Processor
OD Track Indication	Retain track indication but remove route indication	TDM	Remove UKE from Clapham Windsor Panel Processor - there are 3 separate inputs for this track
R/S/U/V Track Indication	Remove track indication	FDM & TDM	Remove input from TDM

4.5 Testing

4.5.1 System Test

HICSE will configure a Test Rig at offices in Plymouth for comprehensive independent System Testing.

4.5.2 TD Test Harness support for CBTC Factory Test (Informal Integration Test 1)

HICSE to remotely attend up to 2 workshops and 1 design review to support the Thales CBTC Factory Informal Integration Test.

HICSE shall provide a PS/9 protocol test harness application for the initial communications testing by Thales in Toronto, no PC hardware will be supplied. This application will be made available to Thales to include basic responses to messages with configurable FTN headers, and message generation facility.

Non-exclusive test harness licence provided for 12 months for the purposes of TD testing under this specific scope of works.

4.5.3 Informal Integration Test with CBTC (Informal Integration Test 2)

HICSE will provide support to 4LM integration testing at HICSE Plymouth offices for up to 6 non-consecutive day sessions (during standard office hours).

4.5.4 Factory Test

HICSE will undertake comprehensive TEMPL41 Factory Acceptance Testing on the TEMPL41 Test System at the Plymouth Office for up to 2 working days.

Software and data components are tested on the target hardware with Test Harness replicating external interfaces, such as interlockings and adjacent Train Describers. The FAT will include Test Cases that will fully exercise the over and back testing strategy planned for onsite rehearsal and commissioning. Thales, 4LM and other stakeholders are invited to attend the FAT if they wish. Alternatively, HICSE can provide a series of video captures demonstrating individual test cases as evidence with a virtual FAT review to clarify any issues raised.

4.6 Wimbledon ASC Site work

4.6.1 Informal Site Test (WASC Shadow monitoring commissioning)

HICSE has included to set up a test TD link on site for Thales to monitor the system (as configured in section 4.4.3)

HICSE expect to provide this link for monitoring until the main commissioning.

4.6.2 System Tests (Rehearsal/Over & Back Test)

HICSE has included for on-site rehearsals for up to 2 weekends (4 x 12-hour shifts).

During the rehearsal period HICSE will provide on-site support to 4LM. This will be delivered with a combination of on-site TEMPL41 technical engineers and off-site support on standby for fault investigation and implementing design modifications or data changes. This will allow suitable testing of any unplanned changes prior to implementing on-site.

4.6.3 Commissioning

HICSE has included for 2x 12 hour weekend shifts to commission the HICSE data updates into revenue service.

HICSE will be responsible for the installation, wiring and testing of hardware (including Modems & Dual links) within TEMPL41 TD cubicle located at Wimbledon ASC only. On completion, testing certificates will be provided to 4LM.

During the commissioning period HICSE will provide on-site support to 4LM. This will be delivered with a combination of on-site TEMPL41 technical engineers and off-site support on standby for fault investigation and implementing design modifications or data changes. This will allow suitable testing of any unplanned changes prior to implementing on-site.

A Site Installation and Commissioning Method Statement (System Modification Note) will be provided.

4.6.4 Post Commissioning Support

Post commissioning support will be available on-site for a continuous period of 48 hours after commissioning. Additional support will be provided remotely from the Plymouth Office for 4 weeks as required for fault identification/rectification and be available for on call support (within a 2-3 day notice period).

4.7 Additional Option

4.7.1 Revert Changes

This option will apply in the event that an additional commissioning is required to revert to a previous system configuration. The installation arrangements in section 4.6.3 will apply.

5. Warranty

- A. 12 months TEML41 warranty commencing from Milestone 9
- B. This Warranty shall only cover defects related to the scope of these works (subject to exclusions and limitations detailed below, where the Customer can demonstrate;
 - The defect prevents the proper functioning of the Software; or
 - The Software is not performing as HICSE intended; or
 - The defect is caused by a data defect.

and

The defect is not;

- Performance Requirements are not being met; or
- Caused by any interfacing system or software; or
- Hardware not supplied by HICSE under this scope of works

6. Deliverables

Software Updates:

- TD kernel Software – S Class/PS9 compatibility

Data updates:

- TEMPL41 TD Data mods (adjacent TD and berth configuration)
- TEMPL41 Kernel Data mods (new comms channel and FTN headers)
- TEMPL41 Panel and Desk mods (East Putney Fringe)
- OCU Map

Hardware:

- No Hardware (Assumed TEMPL-41 modems supplied by Network Rail)

Project Documentation:

The information listed in section 13 and 14 of the LUL requirements specification [1] will be provided by HICSE.

In addition, the following documents will also be provided:

- System Requirements Specification
- System Design Specification
- General Assembly and Train Describer Drawing Modifications (NRG Process)
- TEMPL41 V&V Plan
- TEMPL41 Acceptance Test Specification
- TEMPL41 Site Acceptance Test Specification
- TEMPL41 System Modification Note
- Product Acceptance Documentation

User Manuals:

- No User Manuals provided

Training:

- No Training

7. Dependencies

- A. Programme and Dependencies to be agreed. Availability of inputs could affect HICSE's capability to meet each deliverable and additional costs may apply.
- B. All HICSE site visit access is to be accompanied and arranged by LUL. HICSE is not equipped to access in service or live on site equipment and have a dependency on LUL for such access and permissions during site visits.
- C. LUL to provide TIC services.
- D. NR responsible for cabling from Telecomms room to TD cubicle (note: it may be possible to utilise redundant modem connections)
- E. NR WASC technician or maintenance equivalent available during site informal testing and commissioning.
- F. LUL to secure the loan of 2 TEML41 modems from Network Rail to HICSE, until existing link recovered.
- G. LUL responsible for recoveries of existing PS09 links to the PEACE system at Earls Court Control Room (ECCR) and the existing link to the ECCR Fringe Box.
- H. LUL review documents submitted by HICSE within 20 working days.
- I. LUL to arrange with NR appointment of a Responsible Overlapping Design Engineer (RODE) and NR approval of the Overlapping Design Agreement (ODA)
- J. Route Asset Manager or delegated representative to confirm that the overlapping design process may be used.
- K. LUL appointed as the Lead Design Organisation (LDO) if required

7.1 Documentation

LUL Input	HICSE acceptance criteria	Date Required
Signalling Design Specification	Method by which the project is to be delivered according to the Signalling Design Handbook	13/01/23
Scheme Plans	Interlocking Control and Indications requirements	
Fringe Specification	TD stepping and interface details	
External TD Communications (ETDC) Specification		
Existing Stepping Schematics		

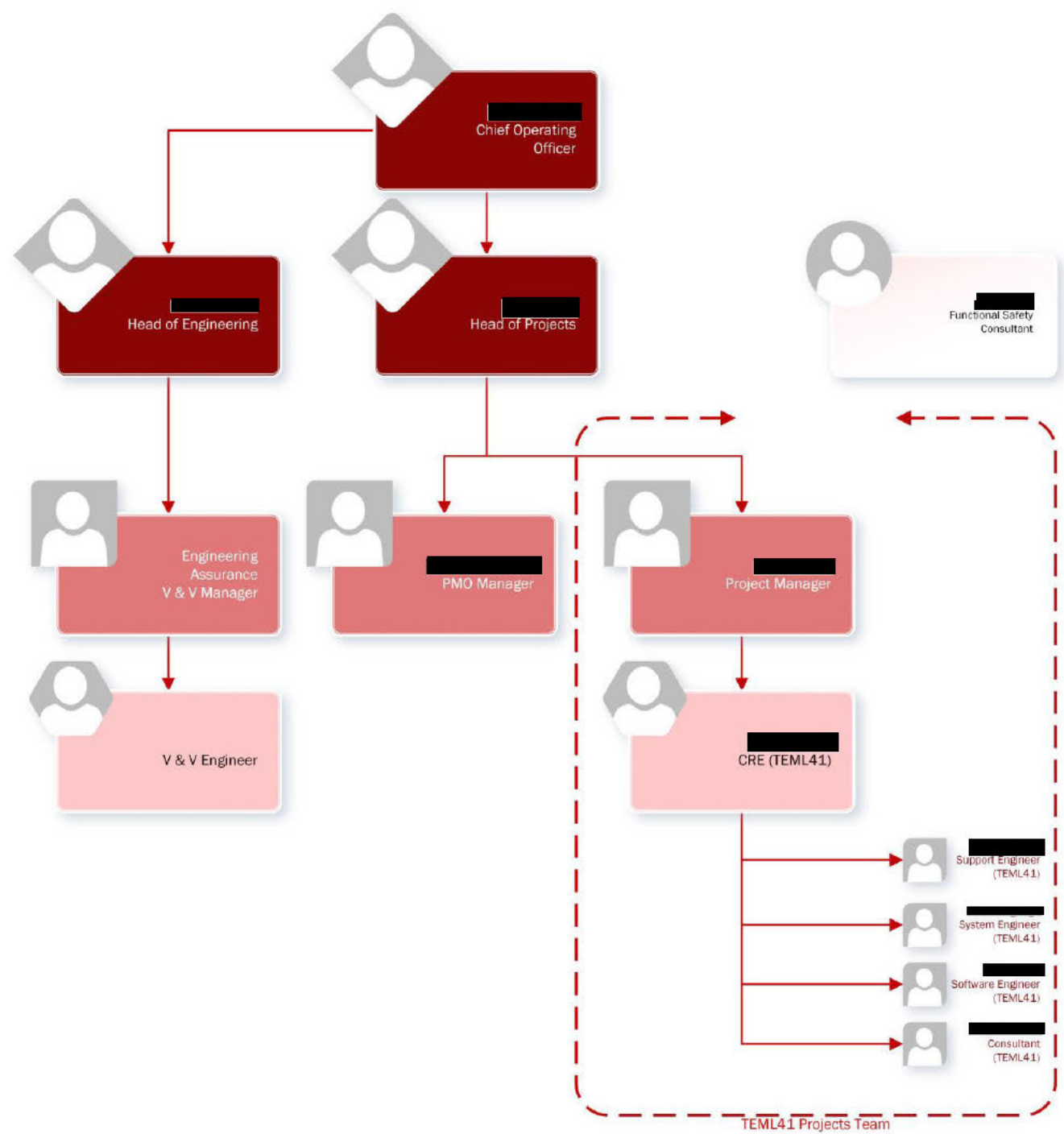
8. Organisation Chart

8.1 Key Staff

The following Key Staff will be involved in these works:

- [REDACTED] (Project Manager)
- [REDACTED] (CRE)
- [REDACTED] (System Engineer)
- [REDACTED] (System Engineer)
- [REDACTED] (Technical Support)

8.2 Org Chart



9. Assumptions

- A. Contract award by 13th January 2023
- B. All meetings to be held remotely
- C. This scope of works will not impact the ARS (TREsa) on Wimbledon panels 1-4
- D. HICSE will deliver these works against Network Rail standards
- E. Liquidated Damages shall be no greater than 10% of the subcontract value
- F. All required indication changes are captured in section 4.4.4

10. Exclusions

- A. Railway costs
- B. In the event that CDM Regulations are deemed applicable by for this scope of works then LUL shall notify HICSE of the nominated PC. For the avoidance of doubt HICSE will not be the nominated PC
- C. TIC services (HICSE to provide Thales TIC/NR with relevant T&C documents and support when required)
- D. Modifications associated with Emergency Alarms
- E. TREsa updates
- F. Provision of new modems
- G. TEMPL-41 Software updates associated with supporting the legacy TEMPL-41 system
- H. TEMPL-41 Software updates associated with Shadow Mode TD Test feed (solution is assumed to be configured by data)
- I. New controls or indications introduced that would require additional capacity to the TEMPL-41 panel interface
- J. Scope associated with Reliability, Availability, Maintainability, EMC and Security
- K. Signaller Training
- L. HICSE appointment of CEM and associated responsibilities in accordance with NR/L2/INI/02009
- M. Software development to provide additional functionality to the PS9 simulator
- N. HICSE support provided outside of HICSE office hours
- O. Panel tile updates

11. Additional Information

- A. Subject to contract
- B. HICSE's limit of liability shall be no greater than the subcontract value payable to HICSE, and all consequential, special, indirect and punitive damages or losses (without limiting the generality of the foregoing) including any loss of profit, loss or use or loss of business are expressly excluded
- C. HICSE programme to be provided in MS Project format
- D. The equipment or any part thereof shall not be directly or indirectly, exported, re-exported, transhipped or otherwise transferred in violation of any applicable export control laws and regulations promulgated and administered by the governments of the countries asserting jurisdiction over the parties or transactions
- E. Supply of information and software to Toronto is subject to Export Control review
- F. The HICSE office location to be used for these works is in Plymouth
- G. Subject to agreement of F0780 Contract Menu
- H. PS/9 simulator provided is subject to HICSE standard licence terms
- I. HICSE is not equipped to access in service or live on site equipment and have a dependency on LUL for such access and permissions during site visits.

12. Payment Milestones

Milestones	Estimated Date	LUL Acceptance Criteria	Percentage of Total Value
MS 1 - Issue of Formal Contract	01/23	Counter signed contract	20%
MS 2 - Submission of draft GRIP 5 Design Documents for review	06/23	Receipt of draft Design documents for review	10%
MS 3 – Agreement/approval of GRIP5 Design Doc for review	07/23	Agreement of Design Documents	5%
MS 4 – Section 4.5.2 – TD Simulator Support complete (Informal Integration test 1)	08/23	Attendance at Workshop and Design review	5%
MS 5 – Section 4.5.3 – Informal Integration Test Complete (Informal integration test 2)	09/23	Receipt of test report	10%
MS 6 – Section 4.5.4 - FAT complete	10/23	Successful FAT	10%
MS 7 – Section 4.6.1 – Site Informal Testing (Shadow Monitoring)	11/23	Test Link in place	10%
MS 8 – Section 4.6.2 System Test 1	01/24	Approval of rehearsal report 1	5%
MS 9 - Section 4.6.2 System Test 2	06/24	Approval of rehearsal report 2	10%
MS 10 - Commissioning work completed	09/24	Successful SAT	10%
MS 11 – Post-Commissioning Support completed	10/24	All documentation including As builds etc provided	5%

13. Price

Description	Amount (excl. VAT)
Management, CRE, & Engineering Assurance	
Safety Assurance	
Design/Requirements Workshops	
Verification & Validation documentation (4.2)	
Detailed Design (4.2)	
Test Plans & Commissioning Strategy (4.2)	
Drawing Updates and NRG records management (4.3)	
Configuration Management and Overlapping Design	
TD Data, Software and Informal Testing (4.4.1, 4.4.2, 4.4.3)	
Controls & Indications Data and Informal Testing (4.4.4)	
System Test (4.5.1)	
Informal Test 1 (4.5.2)	
Informal Test 2 (4.5.3)	
FAT (4.5.4)	
Shadow Monitoring (4.6.1)	
Product Approval	
Pre-commissioning/Commissioning	
Post commissioning support	
'As Built' records	
Materials	
Expenses	
TOTAL:	£698,490

Option 4.7.1 – Revert Changes	
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Prices inclusive of licence fees.

HICSE price quoted is fixed and valid until 13th January 2023.

14. Additional Labour

The following rates will apply for contract variations:

Role	Day Rate
CRE	
Senior TEMPL Engineer	
TEMPL Engineer	
Test Engineer	

Rates to be rounded up to nearest half-day.

Expenses to be charged at cost +5%.

Labour Rates shall be revised in accordance with CPI on each anniversary of the contract. CPI shall be calculated using the CPI 12 month rate published by the ONS for the previous October.

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SCHEDULE 3

Not Used

SCHEDULE 4: QUENSH

TfL Management System

F0780 A18

Contract Menu

This Contract Menu must be used in conjunction with Category 1 Standard [S1552](#) "Contract QUENSH Conditions"

Contract Menu

Contract No:	<u>23199</u>
Contract Name	<u>4LM NR TD Works Wimbledon Area Signalling Control</u>
Client:	<u>Major Projects Directorate</u> <u>Four Lines Modernisation</u> <u>Comms Links</u>
Supplier:	<u>Hitachi Information Control Systems Europe Ltd.</u>
Principal Contractor:	Yes ☐ No N

Guidance

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

How to complete the menu

- 1) The Client evaluates the scope of work and enters 'Y' or 'N' in the 'Identified by the Client' column of the menu against each condition selected as applicable or not applicable to the Contract. In the 'Other documents / comments' column the Client can make references to other documents which are supplementary information which is available although not contained within the QUENSH manual but should be considered by the Supplier when they review the conditions. Copies of any additional documents identified in the menu shall be made available to the Supplier. All documents referenced in the Menu shall be current issue, unless otherwise advised. This column can also be used to communicate information (comments) to the Supplier which may be of use to the Supplier when reviewing the conditions.
- 2) The Client fills in 'Client menu (Invitation to Tender)' section on the last page of the menu and issues the menu as part of the ITT.
 - a) The Supplier receives the ITT, evaluates the scope of work and, as a requirement of the tendering process, inserts 'Y' or 'N' in the 'Identified by the Supplier' column of the menu against each condition selected as being applicable. These selections may be different from those identified by the Client. Where the Supplier's selection differs from the Client's selection, a clear explanation of the reason for these differences shall be given by the Supplier. A reference to these explanations shall be put in the 'Reference to explanation' column on the menu.
 - b) The Supplier representative signs and dates the 'Supplier menu (Tender)' on the last page of the menu and submits it with the tender, for consideration by the Client.
 - c) Differences in the Client and Supplier menu selections will be discussed and resolved with the Client at subsequent tender review meetings. The agreed final version of the menu selections shall form a mandatory part of the Contract and shall be complied with by all Suppliers and their sub-contractors.
 - d) The menu shall be subject to project version and document control.

Queries on the menu

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

Contract menu**Requirements in QUENSH**

Applicable requirements identified by Client				Applicable requirements identified by Supplier	
Section	Topic	Other documents / Comments	Y / N	Y / N	Reference to explanation - see Section 2a in attached Guidance Notes
4	Agreement of the applicable QUENSH contract conditions				
5	Supplier's selection of sub-contractors		N		
6	Identification of Safety Critical Activities		N		
7	Works Environmental Management		N		
8	Emergency Plan		Y		
9	Method Statements		Y		
10	Health, Safety and Environment File		Y		
11	Pre-start LU health, safety and environment meeting		Y		
12	Supplier's site induction		Y		
13	Site Person in Charge		Y		
14	Staff requirements		Y		
14.1	Behaviours		Y		
14.1.1	Alcohol and drugs		Y		
14.2	Control of hours worked		Y		
14.2.1	Working Time Regulations		Y		
14.2.2	Fatigue		N Y		
14.3	Knowledge		Y		
14.3.1	English language		Y		
14.3.2	Access Card and Worksite Briefing	Where relevant for NR site access and works	Y		
14.3.3	Visitors to sites		Y		
14.4	General competence		Y		
14.4.1	Evidencing competence of safety critical staff		N		
14.4.2	Identification of safety critical staff		N		
14.4.3	Competent external safety critical personnel		N		

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Use in conjunction with [S1552](#)

Applicable requirements identified by Client				Applicable requirements identified by Supplier	
Section	Topic	Other documents / Comments	Y / N	Y / N	Reference to explanation - see Section 2a in attached Guidance Notes
14.4.4	Training	Where required for NR works	Y		
14.4.5	Asset specific competence		Y		
14.5	Medical requirements		N		
14.6	Identification of Suppliers staff		Y		
14.7	Clothing		Y		
15	Permits and licences		Y		
15.1	LU specific permits and licences	Where relevant for NR works	Y		
15.2	Permits, licences and certificates for Supplier's staff		N		
16	The Principles of Access		Y		
16.1	Introduction		Y		
16.2	Access to Stations		N		
16.3	Access to Track		N		
16.4	Access to depots		N		
17	Applying for Planned Access		N		
17.1	Introduction		N		
18	Applying for General Access		N		
18.1	Constraints that apply to Generic Access		N		
19	Access for fault repair		N		
20	Operational Assurance		N		
21	Closures and possessions		N		
21.1	Requirements for closures		N		
21.2	Requirements for possessions		N		
22	Controls at point of access		N		
22.1	Publication of works		N		
22.2	Checks at point of access		N		
22.3	Signing-on with the Station Supervisor		N		

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Use in conjunction with [S1552](#)

Applicable requirements identified by Client				Applicable requirements identified by Supplier	
Section	Topic	Other documents / Comments	Y / N	Y / N	Reference to explanation - see Section 2a in attached Guidance Notes
22.4	Track specific requirements		N		
22.4.1	Person providing protection		N		
22.4.2	Possessions		N		
23	Removal of supplier's personnel from LU Premises		N		
24	Incidents		N		
25	Notification of regulatory concern or action		N		
26	Confidential Incident Reporting and Analysis System (CIRAS)		N		
27	Monitoring		Y		
27.1	LU inspections		Y		
27.2	Monitoring the supply chain		N		
27.3	Health, safety and environmental surveillance by the supplier's personnel		Y		
27.4	Work location inspection and audit		Y		
27.5	Timescales for rectifying non-compliances		Y		
28	Radio transmitters and transceivers		N		
29	Mobile phones		Y		
30	Knives		Y		
31	Site health, safety and environment committee		N		
32	Site housekeeping and security		Y		
33	Accidental damage, obstruction or interference with assets		Y		
34	Delivery of materials		Y		
35	Conveyance of loads		N		
35.1	Conveyance of loads on lifts and escalators		N		
35.2	Conveyance of hazardous materials and substances		N		
36	Asbestos (non asbestos removal projects)		N		
37	Working in or near lifts and escalators		N		
38	Work on or adjacent to utilities and High Voltage cables (buried services)		N		

Applicable requirements identified by Client				Applicable requirements identified by Supplier	
Section	Topic	Other documents / Comments	Y / N	Y / N	Reference to explanation - see Section 2a in attached Guidance Notes
39	Working on or about the track		N		
40	Access to electrical sub-stations, working equipment, relay and other secure rooms		N		
41	Entering areas with gaseous fire suppression systems		N		
42	Fire prevention		Y		
42.1	General requirements		Y		
42.2	Temporary fire points		N		
42.3	Timber		N		
42.4	Composites		N		
42.5	Sheeting materials		N		
42.6	Gas cylinders		N		
42.6.1	Use of gas cylinders in below ground locations		N		
42.6.2	Storage of gas cylinders (above ground)		N		
42.7	Flammable and highly flammable materials		N		
42.7.1	Use of flammable and highly flammable materials below ground		N		
42.7.2	Storage of flammable and highly flammable materials below ground		N		
43	Hot work and fire hazards		N		
43.1	Hot work		N		
43.2	Reasonable notice of works		N		
43.3	Precautions		N		
43.3.1	Buildings and assets		N		
43.3.2	Gas cylinders		N		
43.3.3	Gas detection		N		
44	Storage		N		
44.1	General requirements for storage		N		
44.2	Trackside storage		N		
44.3	Hazardous materials and substances		N		
44.4	Allocation of space on operational property		N		

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Use in conjunction with [S1552](#)

Applicable requirements identified by Client				Applicable requirements identified by Supplier	
Section	Topic	Other documents / Comments	Y / N	Y / N	Reference to explanation - see Section 2a in attached Guidance Notes
45	Plant and equipment		N		
46	Clearance approvals		N		
47	Access equipment		N		
48	Temporary works		N		
49	Temporary fences and hoardings		N		
50	Temporary lighting and power supplies		N		
50.1	General requirements		N		
50.2	Lighting in tunnels and shafts		N		
51	Screening of lights and positioning		N		
52	Environmental requirements		N		
52.1	General environmental requirements		N		
52.2	Environmental nuisance		N		
52.3	Water		N		
52.4	Waste management		N		
52.5	Noise and vibration		N		
52.6	Archaeology, historical interest and listed buildings		N		
52.7	Wildlife and Habitats		N		
52.8	Resource Use		N		
52.9	Pest control		N		
52.10	Land and water pollution prevention		N		
53	Quality requirements		Y		
53.1	Records		N		
53.2	Retention period		Y		
53.3	Availability of records for inspection		N		
53.4	Statistical process control, audit and inspection procedures		N		
53.5	General quality requirements		Y		
53.6	Quality Plan		Y		
53.7	Testing and inspection		N		

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Applicable requirements identified by Client				Applicable requirements identified by Supplier	
Section	Topic	Other documents / Comments	Y / N	Y / N	Reference to explanation - see Section 2a in attached Guidance Notes
53.8	Certification of conformity		N		
53.9	Quarantine		N		
53.10	Traceability		N		
53.11	Maintenance and servicing		N		
53.12	Design		Y		
53.13	Computer aided design		Y		
53.14	Asset commissioning and handover		Y		

Other requirements / comments

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Client/Supplier approval

Client Menu (Invitation to Tender)

Prepared by:		Signature:	
Approved by (the Client's representative):		Signature:	
Title:	Project Manager		
Address:	4LM, Major Projects Directorate Transport for London 5 Endeavour Square, Westfield Avenue, E20 1HZ		
Phone No:			
Email:			

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Supplier Menu (Tender)

Approved by (the Supplier's):		Signature:	DocuSigned by: 79B0BA7391E7477...
Title:	Head of Commercial		
Address:	Solstice House, Middleton Drive, Bradford on Avon, Wiltshire, BA15 1GB,		
Phone No:			
Email:			

Revision of this menu: 4

Contract Menu (Final Approval of Menu)

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

Client's representative approval:		Signature:	
Supplier's representative acceptance:		Signature:	DocuSigned by: 79B0BA7391E7477...