

2.5 The Company shall be entitled to:

- (A) enact suspension of participation in future Mini-Competitions subject to and in accordance with paragraph 6; and/or
- (B) terminate the Framework Agreement and/or any Call-Off Contract in accordance with paragraph 7 of Schedule 13a (Performance Measurement Mechanism).

2.6 At the end of each Quarter, the sum of all Abatements due under a Call-Off Contract in respect of such Quarter calculated pursuant to Schedule 13b (Performance Measurement) and the Call-Off Contract shall at the Company's option either:

- (A) be deducted from any payment due to the Supplier whether under the relevant Call-Off Contract, another Call-Off Contract or otherwise; or
- (B) be the subject of a demand for payment from the Company, which shall be payable by the Supplier as a debt due within 14 days.

3. Reporting

3.1 The Supplier will provide the reports required pursuant to Schedule 17 (Contract Management) in relation to its performance, including measurements against each of the KPIs.

3.2 A Contract Performance Scorecard will be produced by the Company in relation to all Call-Off Contracts for each Contract Year. The Contract Performance Scorecard will be updated by the Company and submitted to the Supplier's Representative at the end of each Quarter incorporating an analysis of the performance of each of the KPI's during the Quarter.

3.3 An example of the Contract Performance Scorecard is included in Appendix 1 to this Schedule 13a (Performance Measurement Mechanism).

4. Escalation Procedure

4.1 In the event that in relation to a Call-Off Contract:

- (A) the Supplier's performance against one or more of the KPIs is assessed in the Quarterly Contract Performance Scorecards as a Non-Conformance; and/or
- (B) the Supplier is in breach of any of its obligations under the Call-Off Contract,

the Escalation Procedure may be invoked by the Company and the Company shall be entitled to do so in its absolute discretion.

4.2 The purpose of the Escalation Procedure is to provide a structured framework within which the Parties can address poor performance of the Services against timescales and deliverable targets. For the purposes of the Escalation Procedure, incidents of poor performance will be termed "Non-Conformances".

4.3 The Escalation Procedure operates with three levels, as set out in paragraphs 4.4 to 4.8 of this Schedule 13a (Performance Measurement Mechanism), with the lowest level of Non-Conformance being a Level 1 Non Conformance. Where Non-Conformances are escalated, they shall receive an appropriate level of management

intervention from the Company and the Supplier which shall include, if applicable, the level of management intervention specified in this Schedule. In the event a Non-Conformance is escalated to become a Level 2 Non-Conformance, the Parties shall have a final review and opportunity for remedial actions to resolve the relevant issues before the Non-Conformance becomes a Level 3 Non-Conformance, which will be deemed a material breach and which shall entitle the Company to terminate the Call-Off Contract in whole or in part in accordance with Clause 50 (Termination on Supplier Default).

4.4 A Non Conformance must start the Escalation Procedure as a Level 1 Non Conformance except in the event of any KPI being assessed as either:

- (A) "Below requirements" on two or more occasions in any Quarter; or
- (B) "Unsatisfactory" on two or more occasions in any 12 month rolling period; or
- (C) "Unacceptable" on one or more occasion in any Quarter,

in which event the Non-Conformance may be escalated to a Level 2 Non-Conformance (but not straight to a Level 3 Non-Conformance), to be determined by the Company at its absolute discretion.

Table 1 – Summary of Escalation Procedure (for illustrative purposes only)

TRIGGER	LEVEL	ACTION	BY	RESULT
Any one or more KPIs being assessed as "Below requirements" on two or more occasions in any twelve (12) month rolling period, or "Unsatisfactory" in any single Quarter; or any breach of the Supplier's obligations under the Call-Off Contract	Level 1	Rectification/ improvement plan with precise end date required. On-going review dates specified.	Supplier	Satisfactory - resolved Unsatisfactory - Level 2

TRIGGER	LEVEL	ACTION	BY	RESULT
Any one or more KPs being assessed as "Below requirements" on two or more occasions in any Quarter or "Unsatisfactory" on two or more occasions in any 12 month rolling period or "Unacceptable" in any single Quarter, Level 1 Non-Conformance re-occurrence	Level 2	Final review. Final opportunity for remedial action. Precise end date required.	Supplier	Satisfactory - resolved Unsatisfactory - Level 3
Level 2 Non-Conformance re-occurrence	Level 3	Termination of Call-Off Contract at Company's discretion pursuant to Clause 50 (Termination on Supplier Default).	Company	

4.5 Level 1 Non-Conformance

- (A) The Supplier shall notify the Company of the occurrence of a Level 1 Non-Conformance, as soon as reasonably practicable after becoming aware of the occurrence. Notwithstanding the Supplier's obligation to inform the Company of Non-Conformances, the Company shall also be entitled to notify the Supplier of a Level 1 Non-Conformance. The Level 1 Non-Conformance will be recorded by the Company and a notice will be issued to the Supplier in the form attached as Appendix 2 to this Schedule 13a (Performance Measurement Mechanism). The Supplier shall, within 10 Working Days of service of the notice by the Company, prepare and submit to the Company a report (the "Level 1 Non-Conformance Report"). Such report shall set out:
- (B) confirmation of the date and details of the Level 1 Non-Conformance;
- (1) the steps to be taken by the Supplier to ensure there is no re-occurrence of such Level 1 Non-Conformance (the "Level 1 Required Action"); and

- (2) the time within which such Level 1 Required Action is to be completed by the Supplier (which shall be a reasonable period) (the "Level 1 Rectification Period").
- (C) The Supplier and the Company shall use all reasonable endeavours to agree the Level 1 Rectification Period (provided that in the event that the Supplier and the Company fail to agree the Level 1 Rectification Period within a reasonable time (in the Company's opinion, acting reasonably), the Company shall be entitled to set the Level 1 Rectification Period) and the Level 1 Required Action. If the agreed Level 1 Required Action is carried out by the Supplier (to the Company's reasonable satisfaction) within the agreed Level 1 Rectification Period, the Level 1 Non-Conformance will be classed as resolved.
- (D) All Level 1 Non-Conformances shall be reviewed by the parties at the Quarterly Review Meetings to be held in accordance with Schedule 17 (Contract Management) whether or not such non-conformance is resolved prior to such meeting.

4.6 **Level 2 Non-Conformance**

- (A) Paragraph (B) shall apply where:
 - (1) the circumstances set out in Paragraph 4.4 arise; or
 - (2) the Company determines that the Level 1 Non-Conformance should be treated as a Level 2 Non-Conformance (to be determined at the Company's absolute discretion); or
 - (3) the Supplier fails to make available to the Company a Level 1 Non-Conformance Report within 10 Working Days of service by the Company of the notice referred to in paragraph 4.5(A); or
 - (4) the Supplier fails to undertake the Level 1 Required Action within the Level 1 Rectification Period; or
 - (5) having undertaken the Level 1 Required Action, the Supplier fails to rectify the Level 1 Non-Conformance within the Level 1 Rectification Period; or
 - (6) a further Non-Conformance occurs but within 2 months of the end of the Level 1 Rectification Period and such Non-Conformance is in relation to the same KPI as the Level 1 Non-Conformance ("Same Type"); or
 - (7) a further Non-Conformance occurs during the Level 1 Rectification Period that is of the Same Type as the Level 1 Non-Conformance.
- (B) Where one or more of the circumstances described in paragraph (A) applies, this shall be a Level 2 Non-Conformance and the Company shall inform the Supplier of the same by written notice, specifying the steps which the Supplier is required to take to ensure that no further Non-Conformance of the Same Type shall arise (the "Level 2 Required Action") and the period for the Supplier to put in place steps to ensure that no further Non-Conformances of the Same Type occur (the "Level 2 Rectification Period").

- (C) Where paragraph (A)(c) applies and the Supplier has failed to make available to the Company a Level 1 Non-Conformance Report, the notice referred to in paragraph (B) shall also set out the deadline by which the Supplier is required to serve on the Company a report (the "Level 2 Non-Conformance Report") setting out the Level 2 Required Action and the Level 2 Rectification Period.
- (D) All Level 2 Non-Conformances will be escalated to the Supplier's Managing Director and senior management of the Company and shall be reviewed (whether resolved or not) every Quarter at the Quarterly at the Quarterly Review Meetings, as held in accordance with Schedule 17 (Contract Management).

4.7 Level 3 Non-Conformance

- (A) Paragraph (B) shall apply where:
 - (1) the Supplier fails to make available to the Company by the deadline notified under paragraph 4.6(C) a Level 2 Non-Conformance Report; or
 - (2) the Supplier fails to undertake the Level 2 Required Action within the Level 2 Rectification Period; or
 - (3) having undertaken the Level 2 Required Action, the Supplier fails to rectify the Level 2 Non-Conformance within the Level 2 Rectification Period; or
 - (4) a further Non-Conformance occurs within 2 months of the end of the Level 2 Rectification Period which is of the Same Type as the Level 2 Non-Conformance; or
 - (5) a further Non-Conformance occurs during the Level 2 Rectification Period that is of the Same Type as the Level 2 Non-Conformance.
- (B) Where one or more of the circumstances described in paragraph (A) applies, this shall be a Level 3 Non-Conformance and shall be deemed a material breach which entitles the Company to terminate the Framework Agreement and/or any or all Call-Off Contract(s) in whole or in part in accordance with Clause 50 (Termination on Supplier Default)

5. Appointment of substitute supplier

In the event of a Level 1, Level 2 or Level 3 Non-Conformance, the Company shall be entitled to appoint another supplier (which may be another Framework Supplier) to perform the relevant Services and/or rectify the relevant Non-Conformance in respect of the relevant Call-Off Contract and recover from the Supplier any costs reasonably incurred by the Company in obtaining such substitute services from such other supplier(s). Such costs shall at the Company's option either:

- (A) be deducted from any payment due to the Supplier whether under the relevant Call-Off Contract, another Call-Off Contract or otherwise; or
- (B) be the subject of a demand for payment from the Company which, shall be payable by the Supplier as a debt due within 14 days.

6. Suspension from Mini-Competitions

- 6.1 If the Supplier achieves a score of "Unacceptable" in respect of any one or more KPIs on two or more occasions in any twelve (12) month rolling period the Company shall by written notice to the Supplier suspend the Supplier's right to participate in any Mini-Competitions in relation to which the relevant Call-Off Contract has not yet been awarded until the later of:
- (A) the date six months from the date of such notice; and
 - (B) such time as the Supplier has rectified the relevant Non-Conformance in accordance Level1 Rectification Period and Level 1 Required Action and/or the Level 2 Rectification Period and Level 2 Required Action agreed with the Company in accordance with the Escalation Procedure to the satisfaction of the Company.
- 6.2 The Company's Representative will inform the Supplier in writing of suspension from participation in future Mini-Competitions under the Framework Agreement pursuant to this paragraph 6.
- 6.3 The Company's Representative will inform the Supplier in writing when the Supplier is permitted to re-commence participation in future Mini-Competitions under the Framework Agreement in accordance with Paragraph 6.1 above.

7. Termination of the Framework Agreement

- 7.1 The Company shall be entitled to terminate the Framework Agreement if the Supplier has been suspended from participation in Mini-Competitions in accordance with Paragraph 6 (above) on two or more occasions.

SCHEDULE 13a: Appendix 1 – Contract Performance Scorecard

Supplier:	
Contract Year:	
Quarter:	
Date of Report:	

Key Performance Indicator (KPI)	Quarter 1	Quarter 2	Quarter 3	Quarter 4
1 Compliant delivery				
2 Correction of Defects				
3 Financial Reporting				
4 Health & Safety Reporting				
5 Environmental Reporting				
6 Lost Time Injuries				

Key: Meets Requirements
Below Requirements
Unsatisfactory

Schedule 13a - Appendix 2 - Level 1 Non-Conformance Notice

Level 1 Non-Conformance Notice	
Notice Number	[Insert Level 1 number number]
Performance Indicator	[Insert PI reference number]
Severity of performance shortfall	[Below requirements/Unsatisfactory]
Date of commencement of performance shortfall	[Insert date]
Number of Periods of performance shortfall at the date of issue of this notice	[Insert number of Periods]
Description of the Company's Representative's understanding of the cause of the performance shortfall	
Date for submission by the Supplier of the Level 1 Non-Conformance Report	[Insert date 10 working days from the date of issue of notice]
Issued by	Signed: _____ The Company's Representative Date: _____

SCHEDULE 13b: PERFORMANCE MEASUREMENT

1. Overview

- 1.1 This Schedule 13b (Performance Measurement) sets out the details as to how the KPI's in respect of a Call-Off Contract are measured and the performance levels required for each KPI.

2. Key Performance Indicators

- 2.1 The Supplier will report on a Quarterly basis to the Company, in accordance with Schedule 17 (Contract Management), performance against the following KPI's and keep a full audit trail of the evidence to support the information and figures reported.

- (A) KPI 1 – Delivery of Call-Off Contracts on time
- (B) KPI 2 – Compliant Completion of Call-Off Contracts- Quality
- (C) KPI 3 – Management Information Reporting
- (D) KPI 4 – Lost Time Injuries
- (E) KPI 5 – Timely and compliant submission of responses to Mini-Competitions

- 2.2 Details of how these KPI's are measured are set out in the following Tables 1 to 5.

KPI 1		
Key Performance Indicator	Delivery of Call-Off Contracts on time (applicable only to Call-Off Contract with a Contract Price in excess of £5000)	
Measure	Date agreed by the Company as the date of Completion in the Valid Completion Certificate for each Call-Off Contract is no later than the Call-Off Completion Date for that Call-Off Contract	
Event Definition	The Valid Completion Certificate will state the date Completion was achieved by the Supplier. The Company will assess whether the date Completion was achieved is no later than the Call-Off Completion Date (CCD)	
Monitoring Methods	For all applicable Call-Off Contracts the Company will assess the Supplier's Completion of each Call-Off Contract Quarterly Percentage success rate = $\frac{\text{Number of Call-Off Contracts where the Call-Off Completion Date falls in the relevant Quarter Completed on or before the CCD}}{\text{Total number of Call-Off Contracts with a CCD in the relevant Quarter}} \times 100$	
Performance Levels		Abatement?
Meets Requirements	Percentage success rate is equal to or greater than 90%	None
Below Requirements	Percentage success rate is between 80% and 89.99%	An amount equivalent to 1% of the aggregate Contract Price in respect of all Call-Off Contracts with a CCD in the relevant Quarter which were not Completed by the respective CCD
Unsatisfactory	Percentage success rate is between 60% and 79.99%	An amount equivalent to 2% of the aggregate Contract Price in respect of all Call-Off Contracts with a CCD in the relevant Quarter which were not Completed by the respective CCD

Unacceptable	Percentage success rate is less than 60%	An amount equivalent to 3% of the aggregate Contract Price in respect of all Call-Off Contracts with a CCD in the relevant Quarter which were not Completed by the respective CCD
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KPI 2	
Key Performance Indicator	Compliant Completion of Call-Offs Contracts– Quality (applicable only to Call-Off Contracts with a Contract Price of £5000 or more)
Measure	In relation to Call-Off Contracts with a Contract Price of £5000 or more and with a CCD in the relevant Quarter, the Services under such Call-Off Contracts have been Completed in accordance with the relevant Call-Off Contract (including but not limited to the Specification) and the Supplier has received Valid Completion Certificates from the Company to certify the same.
Event Definition	Following Supplier's submission of a Completion Certificate in respect of a Call-Off Contract, the Company shall carry out checks of the Services provided by the Supplier across Call-Off Contracts including, but not limited to, quality of workmanship, compliance with Specification and the Call-Off Contract, housekeeping, health and safety issues, documentation, communications etc including in order to assess whether to issue a Valid Completion Certificate. The Company shall score the Services provided pursuant to each audited Call-Off Contract according to the scale below: Level 1 – Poor Non compliant materials used / poor workmanship / evidence of inaccuracies or omissions (Completion Certificate not counter-signed by the Company (i.e no Valid Completion Certificate issued)) Level 2 – Moderate practice Below satisfactory output / some minor inaccuracies or minor omissions (Completion

	Certificate not counter-signed by the Company (i.e no Valid Completion Certificate issued)) Level 3 – Acceptable Meet standards and workmanship requirements (Completion Certificate counter-signed by the Company (i.e Valid Completion Certificate issued)).	
Monitoring Methods	For applicable Call-Off Contracts the Company will, Quarterly, assess the Supplier's performance and/or delivery of each Call-Off Contract Percentage success rate = <u>Number of Call-Off Contracts in respect of which the Supplier has submitted a Completion Certificate in the relevant Quarter with a score of 3</u> Total number of Call-Off Contracts in respect of which the Supplier has submitted a Completion Certificate within the measured Quarter	
Performance Levels		Abatements?
Meets Requirements	Percentage success rate is equal to or greater than 95%	None
Below Requirements	Percentage success rate is between 80% and 94.99%	An amount equivalent to 1% of the aggregate Contract Price of the Call-Off Contracts in respect of which the Supplier has submitted a Completion Certificate in the relevant Quarter but in respect of which the Supplier has not achieved a score of 3
Unsatisfactory	Percentage success rate is between 50% and 79.99%	An amount equivalent to 2% of the aggregate Contract Price of the Call-Off Contracts in respect of which the Supplier has submitted a Completion Certificate in the relevant Quarter but in respect of which the Supplier has not achieved a score of 3
Unacceptable	Percentage success rate is less than 50%	An amount equivalent to 3% of the aggregate

Contract Price of the Call-Off Contracts in respect of which the Supplier has submitted a Completion Certificate in the relevant Quarter but in respect of which the Supplier has not achieved a score of 3

KPI 3		
Key Performance Indicator	Management Information Reporting	
Measure	Timeliness and accuracy of reporting	
Event Definition	Submission by Supplier of all reports (on time in full) as prescribed in Schedule 17 (Contract Management)	
Monitoring Methods	The Company will assess the Supplier's performance in respect of its reporting obligations under Schedule 17 (Contract Management) Quarterly Percentage success rate = <u>Number of reports delivered complete, accurate in all material respects and on time</u> Total number of reports due (due within the measured Quarter)	
Performance Levels		Abatement?
Meets Requirements	Percentage success rate is equal to or greater than 95%	None
Below Requirements	Percentage success rate is between 80% and 94.99%	None
Unsatisfactory	Percentage success rate is between 50% and 79.99%	None
Unacceptable	Percentage success rate is less than 50%	None

KPI 4		
Key Performance Indicator	Lost Time Injuries	
Measure	Number of lost time injuries to Supplier Personnel engaged or due to be engaged in performing the Services under a Call-Off Contract	
Event Definition	Lost time injuries or "LTIs" in respect of Supplier Personnel engaged or due to be engaged in the delivery of the Services Lost time injury or LTI means an injury or illness arising from a work related activity resulting in any loss of productivity in respect of a Call-Off Contract	
Monitoring Methods	The number of LTIs, per Quarter, in respect of Supplier Personnel engaged or due to be engaged in the delivery of the Services.	
Performance Levels		Abatement?
Meets Requirements	0 LTIs	None
Below Requirements	n/a	None
Unsatisfactory	1 LTI	None
Unacceptable	More than 1 LTI	None

KPI 5		
Key Performance Indicator	Timely and compliant submission of Tender Responses (Mini-Competition) (applicable only to Call-Off Contracts with a Contract Price in excess of £5000)	
Measure	Number of "nil", late, incomplete or non-compliant Tender Responses (Mini-Competition) occurring within a Quarter	
Event Definition	In respect of a Mini-Competition, Tender Response (s) (Mini-Competition) is nil, non-complaint, incomplete or late. A Supplier written (or via electronic) response issued in accordance Clause 7.8 (Ordering Procedure and Mini-Competition) to the Mini -Competition providing notification that the Supplier shall not be making a submission with full justification, received on or prior to the Mini- Competition return date specified in the ITT (Mini-Competition), shall not be considered as a nil response, late, incomplete, nor non-compliant.	
Monitoring Methods	The Company will assess the Supplier's submission of Tender Responses (Mini-Competition) to Mini-Competitions, Quarterly. Percentage success rate = $\frac{\text{Number of Tender Responses (Mini-Competition) delivered complete and on time}}{\text{Total number of Tender Responses (Mini-Competition) due (due within the measured Quarter)}} \times 100$	
Performance Levels		Abatement?
Meets Requirements	Percentage success rate is equal to or greater than 95%	None
Below Requirements	Percentage success rate is between 80% and 94.99%	None
Unsatisfactory	Percentage success rate is between 50% and 79.99%	None
Unacceptable	Percentage success rate is less than 50%	None

SCHEDULE 14: DISPUTE RESOLUTION PROCEDURE

1. For the purposes of this dispute resolution procedure the following terms have the meanings set out below:

"Adjudicator" means an independent person appointed to act as an adjudicator in accordance with paragraph 9 of this Schedule 14 (Dispute Resolution Procedure).

"Dispute" has the meaning given to it in Clause 71 (Dispute Resolution).

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

"Notice of Adjudication" means any notice given by a Party to the other party or parties to the Dispute requiring reference of a Dispute to the Adjudicator in accordance with paragraph 8. The Notice of Adjudication shall include:

- (A) the nature and a brief description of the Dispute;
- (B) details of where and when the Dispute arose; and
- (C) the nature of the redress which is sought.

"Referral Notice" means a notice referring a Dispute to the Adjudicator in accordance with paragraph 12;

"Senior Representative" means a representative of a Party at senior executive level.

2. The Company and the Supplier shall follow the procedure set out in this Schedule 14 (Dispute Resolution Procedure) for the management and resolution of Disputes.
3. Subject to paragraph 8, any Dispute may in the first instance be referred in writing from the referring Party to the Senior Representatives by notice in writing to the other Party. The written notice from the referring Party shall give brief written particulars of the Dispute, the relief sought and the basis for claiming the relief sought (including the provisions of this Framework Agreement or the relevant Call-Off Contract that are relevant to the Dispute). The written notice shall also identify the referring Party's Senior Representative.
4. Within fourteen (14) days of receipt of the notice pursuant to paragraph 3, the responding Party shall provide the referring Party with a brief written response. The response shall include identification of the responding Party's Senior Representative.
5. The Senior Representatives shall meet and try to reach agreement to resolve the Dispute referred to them pursuant to paragraph 3.
6. If the Senior Representatives are unable to, or fail to, reach agreement to resolve the Dispute within fourteen (14) days after the date of the response under paragraph 4, court proceedings shall not be commenced unless and until the Dispute has first been referred to adjudication (and an Adjudicator's decision has been obtained) in accordance with the procedure in paragraphs 8–29 and notice has been given in accordance with paragraph 28.

7. Each Party bears its own costs and expenses in relation to any reference of a Dispute to the Senior Representatives. Discussions amongst the Senior Representatives and any documents prepared or exchanged in relation to the reference of the Dispute to the Senior Representatives (including, for the avoidance of doubt, the notice under paragraph 3 and any response under paragraph 4) are without prejudice and the Parties shall not make use of or rely upon any without prejudice statements in any proceedings.
8. Notwithstanding the provisions of paragraphs 2, 3, 4, 5, 6 and 7 either Party may give notice at any time of its intention to refer a Dispute to adjudication under the procedure set out in paragraphs 8–29 by giving a Notice of Adjudication to the other parties to the Dispute.
9. Should either Party give a Notice of Adjudication then immediately thereafter the parties to the Dispute shall endeavour to agree upon a person whom they would consider suitable to act as the Adjudicator.

In the event of the parties to the Dispute failing to agree upon a suitable person who is able to act as the Adjudicator, the referring Party shall request the Nominating Authority to select a person to act as the Adjudicator.

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

10. Any person requested or selected to act as the Adjudicator in accordance with paragraph 9:
 - (A) shall be a natural person acting in his personal capacity; and
 - (B) shall not be an employee of any of the parties to the Dispute, and shall declare any interest, financial or otherwise, in any matter relating to the Dispute
11. The terms of remuneration of the Adjudicator shall be agreed by the parties to the Dispute and the Adjudicator with the object of securing the appointment of the Adjudicator within seven (7) days of the Notice of Adjudication. If any party to the Dispute (but not all parties to the Dispute) rejects the terms of the remuneration of the Adjudicator the same shall be settled (and binding upon the parties to the Dispute) by agreement between the Nominating Authority and the Adjudicator (provided that the level of the Adjudicator's remuneration does not exceed the level originally proposed to the parties to the Dispute by the Adjudicator). If all the parties to the Dispute reject the terms of remuneration proposed by an Adjudicator another person shall be selected as an Adjudicator in accordance with paragraph 9.
12. Where the Adjudicator has been selected in accordance with paragraph 8 the referring Party shall refer the Dispute in writing to the Adjudicator by the Referral Notice in accordance with paragraph 13 within seven (7) days of the date of the Notice of Adjudication or within two (2) days of the date of appointment of the Adjudicator, whichever is later. Upon receipt of the Referral Notice, the Adjudicator must inform every Party to the Dispute of the date that it was received.
13. The Referral Notice shall:
 - (A) include the facts relied upon by the referring Party in support of its claim(s);

- (B) include a statement of the contractual and/or other basis relied upon by the referring Party in support of its claim(s);
- (C) include a calculation of the specific monetary amount (if any) that the referring Party is seeking to recover in relation to each and every claim that is the subject matter of the Dispute;
- (D) be accompanied by copies of, or relevant extracts from, this Framework Agreement and/or the relevant Call-Off Contract and such other documents on which the referring Party relies; and
- (E) include the addresses of all Parties to the Dispute.

The referring Party shall send copies of the Referral Notice and the documents referred to in this paragraph 13 to the other Party at the same time as he sends them to the Adjudicator.

14. If a matter disputed by the Supplier under or in connection with a Sub-Contract is also a matter disputed under or in connection with this Framework Agreement or a Call-Off Contract, the Supplier may, with the consent of the Company, refer the Sub-Contract dispute to the Adjudicator at the same time as the main Framework Agreement/Call-Off Contract referral. The Adjudicator shall then decide the disputes together and references to the parties for the purposes of the Dispute are interpreted as including the Sub-Contractor. The parties to the Dispute agree to consider and endeavour to agree in good faith any reasonable request by the Adjudicator for additional time to decide the main Framework Agreement/Call-Off Contract and Sub-Contract disputes.
15. The parties to the Dispute may jointly terminate the Adjudicator's appointment at any time. In such a case, or:
 - 15.1 if the Adjudicator fails to give notice of his decision within the period referred to in paragraph 18 and the parties to the Dispute do not jointly extend time for his decision to be made in accordance with paragraph 18, or
 - 15.2 if the period referred to in paragraph 18 is extended in accordance with paragraph 19 or by agreement by the parties to the Dispute and the Adjudicator fails to give notice of his decision within such extended period, and the parties to the Dispute do not jointly extend time for his decision to be made in accordance with paragraph 18, or
 - 15.3 if at any time the Adjudicator declines to act or is unable to act as a result of his death, disability, resignation or otherwise,

a person shall be appointed to replace the Adjudicator in accordance with the provisions of paragraph 9. In the event of the parties to the Dispute failing to jointly appoint a person willing and suitable to act as replacement Adjudicator within three (3) days, any party to the Dispute may apply to the Nominating Authority to appoint a replacement Adjudicator. In any case where the Adjudicator is appointed as a replacement pursuant to this paragraph 15, the parties to the Dispute shall each send to the Adjudicator, as soon as reasonably practicable, copies of all documents supplied by them to the Adjudicator he replaces.
16. The Nominating Authority and its employees and agents shall not be liable to any Party for any act or omission unless the act or omission is in bad faith. The Parties also agree that any employee or agent of the Nominating Authority shall be similarly protected from liability.

17. The Party not making the referral may send to the Adjudicator within fourteen (14) days of the date of the referral, with a copy to the other Party, a written statement of the contentions on which it relies and any materials it wishes the Adjudicator to consider.
18. The Adjudicator shall reach his decision and give notice of the decision to the parties to the Dispute within twenty eight (28) days of the date of receipt of the Referral Notice mentioned in paragraph 12, or such longer period as is agreed by the parties to the Dispute after the Dispute has been referred to him. Notice of the Adjudicator's decision (stating that it is given under this Schedule 14 (Dispute Resolution Procedure)) shall be in writing and shall include a summary of the Adjudicator's findings and a statement of the reasons for his decision.
19. The Adjudicator may extend the period of twenty eight (28) days referred to in paragraph 18 by up to fourteen (14) days, with the consent of the Party by whom the Dispute was referred.
20. The Adjudicator's decision shall be binding upon the parties to the Dispute and the Adjudicator unless and until the Dispute is finally determined by legal proceedings, by arbitration (if the parties otherwise agree to arbitration) or by agreement. The Adjudicator may on his own initiative or on the application of a Party correct his decision so as to remove a clerical or typographical error arising by accident or omission. Any correction of a decision must be made within five (5) days of the delivery of the decision to the parties to the Dispute. As soon as possible after correcting a decision in accordance with this paragraph, the Adjudicator must deliver a copy of the corrected decision to each of the Parties to this Framework Agreement or the relevant Call-Off Contract. Any correction of a decision shall form part of the decision. The Adjudicator may in his decision allocate his remuneration and expenses between the Parties in accordance with paragraph 27. If the Adjudicator's decision changes any payment which is due under this Framework Agreement or the relevant Call-Off Contract, payment of the sum decided by the Adjudicator shall be due not later than seven (7) days from the date of the decision or the date on which such payment is due in accordance with the provisions of this Framework Agreement or the relevant Call-Off Contract, whichever is the later.
21. The Adjudicator:
 - (A) shall act impartially and as an expert (not as an arbitrator) in the conduct of the reference and in reaching his decision;
 - (B) shall consider any relevant information submitted to him by any of the parties to the Dispute and make available to them any information to be taken into account in reaching his decision provided in accordance with the procedure (if any) which the Adjudicator may decide;
 - (C) shall reach his decision in accordance with the law applicable to this Framework Agreement;
 - (D) may take the initiative in ascertaining the facts and the law in relation to the Dispute;
 - (E) may with the consent of the parties to the Dispute seek legal or technical advice from consultants whose appointment by the Adjudicator (including terms of remuneration) is subject to the approval of the parties to the Dispute;

- (F) shall, where a translation of any document is required, decide by whom it should be provided in the event that the parties to the Dispute do not agree.
22. The Adjudicator shall decide in his discretion on the procedure to be followed in the adjudication. In particular he may, but is not obliged to:
- (A) convene meetings upon reasonable notice to the parties to the Dispute at which such parties and their representatives are entitled to be present;
 - (B) submit lists of questions to the parties to the Dispute to be answered in such meetings or in writing within such reasonable time as he requires;
 - (C) require the parties to the Dispute to provide him with such information and other facilities as he reasonably requires for the determination of the Dispute;
 - (D) otherwise take such action and adopt such procedures as do not conflict with any of the provisions of this Framework Agreement or the relevant Call-Off Contract and are reasonable and proper for the just, expeditious and economical determination of the Dispute; and
 - (E) inspect any part of the Sites, the Services or the facilities of any relevant Sub-Contractor.
23. The Adjudicator shall not be liable for anything done or omitted in the discharge or purported discharge of his functions as an adjudicator unless the act or omission is in bad faith. The Parties also agree that any employee or agent of the Adjudicator shall be similarly protected from liability.
24. All meetings are private and save as required by law the Adjudicator and the Parties shall keep confidential the Dispute, all information of whatever nature provided to him by or on behalf of any Party and his decision.
25. The Parties to a contract to which the Dispute relates shall continue to observe and perform all the obligations contained in such contract, notwithstanding any reference to the Adjudicator, and insofar as the same is consistent with any safety review procedures to which the parties to the Dispute are bound, give effect forthwith to the Adjudicator's decision in every respect unless and until as hereinafter provided the Dispute is finally determined by a court in any legal proceedings, by arbitration (if the parties otherwise agree to arbitration) or by agreement. Any party to the Dispute may apply to any appropriate court for enforcement of the Adjudicator's decision. Neither any form of enforcement of the Adjudicator's decision nor any form of challenge to the enforcement of the Adjudicator's decision nor any dispute arising out of or in connection with such enforcement or challenge are regarded and treated as a Dispute for the purposes of this Schedule 14 (Dispute Resolution Procedure).
26. After the giving of a Notice of Adjudication, the Parties may seek to agree how the Adjudicator allocates the costs and fees excluding his remuneration and expenses which are dealt with in paragraph 27 below of the adjudication as between the Parties. If such an agreement is reached between the Parties, they shall notify the Adjudicator, who shall allocate costs and fees in accordance with such agreement. The Parties agree to be bound by the Adjudicator's allocation of costs and fees and to pay such costs and fees in accordance with the Adjudicator's direction unless and until the direction of the Adjudicator is set aside or revised by a court pursuant to any legal proceedings.

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

SCHEDULE 15: OBLIGATIONS ON HANDOVER

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

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

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

- (A) details of the Services;
- (B) details of employees who would transfer to the replacement contractor;
- (C) management information; and
- (D) any other information that the Company may reasonably require.

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

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

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

SCHEDULE 16: KEY PERSONNEL



SCHEDULE 17: CONTRACT MANAGEMENT

Definitions

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

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

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

1. Governance/Management Groups and Meetings

1.1 The Supplier shall establish and maintain an account management team suitable for the Services required, both technically and managerially, to be responsible for but not limited to:

- (A) the satisfactory execution and day to day management of the Services on a timely basis, and to the standard required as described in this Framework Agreement including Schedule 5 (Services) and the Call-Off Contract;
- (B) ensuring proactive and pre-emptive management of all Services;
- (C) providing strategic advice and support in the provision of the Services;
- (D) acting as the liaison point between the Company's Representative and the Supplier; and
- (E) ensuring that the Services provided are carried out in accordance with this Framework Agreement, the relevant Call-Off Contract and to the satisfaction of the Company's Representative.

1.2 The Supplier shall comply with the organisational chart attached at Appendix 1 (Organisational Chart) to this Schedule 17 (Contract Management). The Supplier shall populate such organisational chart with the names of relevant Supplier Personnel within twenty (20) Working Days of the Commencement Date. The Supplier shall update such organisational chart and submit to the Company Quarterly.

1.3 The Supplier and Company shall ensure that their relevant representatives meet, as a minimum, in accordance with the frequencies set out in Table 1 (Contract Management Meeting Frequencies) of this Schedule 17 (Contract Management).

1.4 The Supplier shall ensure that all Supplier Personnel attending meetings have the necessary delegated authority to act on behalf of the Supplier. In the absence of the Supplier's Account Director or other Key Personnel, a suitable qualified replacement must be provided.

1.5 The Company shall, prior to each anniversary of the Commencement Date, develop and issue an annual schedule of meetings to monitor and manage the performance of the Services by the Supplier.

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

Table 1- Contract Management Meeting Frequencies

Table 2	Annual Strategic Review	Annually
Table 3	Quarterly Review	Quarterly
Table 4	Operational Review Meeting	Each Period

Table 2: Annual Strategic Review

Strategic - Annual Strategic Review	
Purpose - A strategic assessment of the relationship between the Parties, including: • business updates from the Company and the Supplier; • achievements of the Company's and Supplier's objectives for the Framework Agreement and each Call-Off Contract; • significant risks and issues affecting the Supplier's performance; • Supplier performance with agreement of actions for improvement; • Supplier's compliance with the performance requirements set out in Schedule 14 (Performance Measurement) in respect of all Call-Off Contracts; • review of the Supplier's progress in respect of strategy, health, safety and environmental issues) and compliance with QUENSH); and • developments within the parties and changes in the applicable market and industry that affect the Framework Agreement and each Call-Off Contract.	
Title:	Annual Strategic Review
Frequency	Annual
Business Level	Pan TfL - Strategic
Main Agenda Items	• Annual performance review • Annual financial review • Business and marketplace developments
Attendees (Company)	• TfL Contract Owner(s) • Senior Operational and Commercial Management Representatives
Attendees (Supplier)	• Supplier - Account Director • Senior Operational and Commercial Management Representatives
Meeting Chair	• Company's Representative
Reports Required	• All Contract Performance Scorecards for that Contract Year in respect of the Supplier's performance in accordance with Schedule 14 (Performance Measurement) • Full 12 month view Spend report
Decisions/ Reports/ Outputs	• Minutes • Actions with responsibility for completion allocated and target dates for completion of such actions