



Crossrail
INTERNATIONAL

**Professional Services Short Form
Agreement**

between

Crossrail International

and

Aspire CP LLP

Contract No: CRI-CN-0001

Contract Title: Consultancy Services

Articles of Agreement

This contract is made on 7/6/18 (the "Contract Date")

Between

(1) **CROSSRAIL INTERNATIONAL LIMITED** (No. 10958625) whose registered office is at Crossrail, 25 Canada Square, London, E14 5LQ (the "Company").

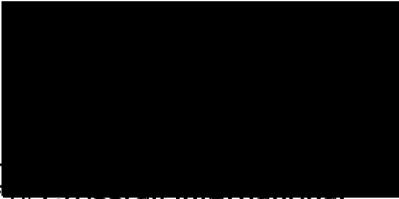
(2) **ASPIRE CP LLP** [REDACTED]

Whereas the Company wishes to procure, and the Supplier has agreed to provide, certain services as further described in the Contract Schedule and the Scope (the "Services")

It is agreed as follows

1. The following documents form and are to be read and construed as part of this contract (the "Contract") in descending priority:
 - a. These Articles of Agreement
 - b. The Contract Schedule
 - c. The Conditions of Contract
 - d. The Scope
 - e. Any Schedules and Appendices to any of the above
 - f. Any Service Orders issued from time to time pursuant to the Conditions of Contract
2. The Company appoints the Supplier to provide the Services and the Supplier agrees to provide the Services subject to and in accordance with the provisions of this Contract.
3. In consideration of the Supplier providing the Services in accordance with the provisions of this Contract, the Company agrees to pay the Supplier the Fee and any other amounts due to the Supplier as prescribed by this Contract

Signed by:

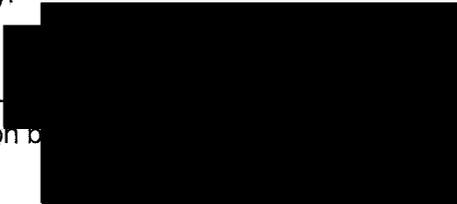


Name: _____



For and on behalf of **Crossrail International Limited**

Signed by:



Name: _____



For and on behalf of

Contract Schedule

1. This Contract shall commence on 31/03/18 (“Commencement Date”)
2. Subject to 3, this Contract shall expire at close of business on 30/11/18 (the “Expiry Date”) unless terminated early in accordance with the provisions of this Contract.
3. The Expiry Date may be extended at the Company’s option for a further period of six months upon written notice no later than one month prior to the Expiry Date by the Company to the Supplier or may otherwise be revised to another date by the written agreement of the parties to the Contract.
4. The Services are such of the following services as are requested by the Company to be provided pursuant to a Service Order from time to time:
Provide and support all deliverables:
 - Advise on the Integrated Private Development Options report for Transport for NSW (TfNSW)
 - Advise on the Integrated Station Development Report for TfNSW
 - Additional services such as advice on engagement with property market as part of consultation with developers and investors on potential for development alongside the Tf NSW railway.
 - Attend meetings and deliver reports as required by the Company
 - Support CRI on its wider new business development opportunities and;
 - Adhoc additional services as required by prior written agreementas further detailed in the Scope.
5. The Fee payable by the Company to the Supplier for the Services under this Contract will be the day rate stated below (inclusive of travel within London and the surrounding counties), unless an alternative rate is specified by the Company in the relevant Service Order. The time required for familiarisation with materials and for initial engagement meetings is provided at no cost to the Company.

	Daily Rate (based on an 8 hour day)
Ian Lindsay	██████

6. Payment to the Supplier (clause 18 of the Conditions of Contract) will be made against:

Monthly Invoices

Milestones*

unless otherwise specified in the relevant Service Order.

7. The Supplier's rates may be reviewed in accordance with clause 17 of the Conditions of Contract:

Yes No

8. Insurances (Conditions of Contract clause 14): The Supplier is required to provide the following levels of insurance cover:

Professional Indemnity – [REDACTED] on an each and every claim basis

Public Liability – [REDACTED] on an each and every claim basis

Employer's Liability – [REDACTED] on an each and every claim basis

9. Representatives

Company Representative:

Senior Official: Matthew Brown

Supplier Representative:

Principal Consultant: Ian Lindsay

10. The Supplier's Key Persons (Conditions of Contract clause 6) are:

Principal Consultant: Ian Lindsay

11. **Additional Terms**

The following additional terms and conditions apply to this Contract:

Clause 11

Clause 11.1 In this Clause 11, the following definitions shall apply:

Restricted Business: those parts of the business of the Company with which the Supplier was involved to a material extent at any point during the term of the Contract.

Restricted Customer: any firm, company or person who, at any point during the term of the Contract, was either a client or prospective client of OR in the habit of dealing with the Company with whom the Supplier had contact or about whom he became aware or informed in the course of providing the Services.

Clause 11.2 The Supplier shall not for the duration of the Contract and for twelve months after the Expiry Date, solicit or endeavour to entice away from the Company the business or custom of a Restricted Customer with a view to providing goods or services to that Restricted Customer in competition with any Restricted Business.

Clause 11.3 The Supplier shall not for the duration of the Contract and for twelve months after the Expiry Date, be involved in any capacity, including but not limited to as agent, consultant, director, employee, owner, partner, shareholder with any business concern which is (or intends to be) in competition with any Restricted Business.

Clause 11.4 The Supplier shall not, at any time after the Expiry Date, represent itself as connected with the Company in any capacity, other than as a former supplier, or use any registered names or trading names associated with the Company.

Clause 11.5 If the Supplier receives an offer to be involved in a business concern in any capacity during the Term of the Contract or before the expiry of the last of the covenants in this Clause 11, the Supplier shall give the entity making the offer a copy of this Clause 11 and shall tell the Company the identity of that entity as soon as possible.

Clause 11.6 Each of the restrictions in this Clause 11 is intended to be separate and severable. If any of the restrictions shall be held to be void but would be valid if part of their wording were deleted, such restriction shall apply with such deletion as may be necessary to make it valid or effective.

Appendix 1 – Scope

See point 4 of the Contract Schedule for Scope

The below Policies are referenced in Clause 13 of the Conditions of Contract

Drugs and Alcohol Policy

3.10.2 During the working day, you must be in a fit and safe condition to undertake your duties and not under the influence of alcohol and/or drugs.

Drugs

3.10.3 Employees are expected to abide by UK law, in particular employees must not consume drugs at any time whilst on work premises or when they are required to work at short notice (eg when on call).

3.10.4 Exceptions apply to prescription drugs or over-the-counter medicines used for their intended purpose (in accordance with the instructions given by the prescriber, pharmacist or manufacturer) and where your safety or others is not at risk.

3.10.5 If you are taking prescribed or over-the-counter medication that may cause side effects, or you experience side effects, that impair your ability to work safely and effectively you should inform your line manager immediately. If you are taking prescribed medication and are unfit for duty the Department's Occupational Sick Pay Policy will apply.

Alcohol

3.10.6 Alcoholic beverages may be brought into the office for transit purposes only, provided that they are in their original containers with the seal intact and that they are removed from the premises at the end of the working day.

3.10.7 Employees must not consume alcohol at any time whilst on work premises unless specifically sanctioned by their line manager, or by the Chief Inspector within the Accident Investigation Branches. If there is a requirement to work at short notice, such as whilst on call, alcohol must also not be consumed.

3.10.8 Staff required to drive whilst on duty, or to/from work, must abide by UK alcohol and drug laws.

3.10.9 When carrying out official duties away from DfT locations, staff are subject to the restrictions of the host premises.

3.10.10 Further local guidance will apply within the Accident Investigation Branches.

3.10.11 For information on alcohol related issues, please refer to the Departmental policy on alcohol and related problems.

Appendix 2 - Conditions of contract

Any reference in this Contract to the Supplier shall, to the extent necessary, also be deemed to be a reference to the Supplier's employees, agents and sub-consultants used by the Supplier in the performance of its obligations under this Contract.

Definitions

Articles of Agreement	The document of that name forming part of this Contract
Company	Crossrail International or its successors or assigns
Contract	As defined in the Articles of Agreement
Contract Schedule	The document of that name forming part of this Contract
Fee	As specified in the Contract Schedule
Intellectual Property Rights	Any and all patents, trade marks, service marks, copyright, moral rights, rights in a design, know-how, confidential information and all or any other intellectual property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating or attached thereto, and including without limitation any such intellectual property rights subsisting in source code, object code, visual imagery and photography
Parties	The Company and the Supplier
Scope	The document of that name set out in Appendix 1
Service Order	A service order in the form set out in Appendix 3
Services	As defined in the Articles of Agreement

Supplier	The entity named as the Supplier in the Articles of Agreement
Term	The period commencing on the Commencement Date and ending on the Expiry Date (each as defined in the Contract Schedule) or the date on which this Contract is terminated in accordance with its terms, whichever is the earlier.

Provision of Services:

1. From time to time during the Term the Company may, but shall have no obligation to, instruct the Supplier to provide to the Company elements of the Services. Each such instruction shall be made by the Company by means of a Service Order. A Service Order may not require that Services are provided beyond the end of the Term.
2. The Supplier shall not commence work until it is in receipt of a Service Order signed by both Parties. Any work undertaken by the Supplier which is not covered by a valid, signed Service Order, including any work undertaken for which the Fee exceeds the maximum value specified in a Service Order, shall be at the Supplier's risk and the Company shall be under no obligation to pay or reimburse the Supplier for any costs so incurred.
3. Where the Supplier is required, as part of the Services, to provide deliverables (including all documentation necessary for the Company to have full benefit of those deliverables), then the Supplier shall ensure that such deliverables shall fully meet the requirements of the Company or, if such requirements are not defined, the appropriate accepted industry standards.
4. The Supplier shall provide the Services to the Company in accordance with the requirements of any key dates, milestones, deliverables, specifications, quality requirements, service level agreement, key performance indicators and/or other requirements or constraints detailed or referred to in the Contract (including the relevant Service Order). Any such requirements stated in a Service Order are in addition to those stated in any other part of the Contract but in the case of any conflict, those stated in the Service Order shall prevail. Where in the reasonable opinion of the Company the Supplier has failed to perform the whole or any part of the Services in accordance with the requirements of this Contract the Supplier shall, on receipt of written notice from the Company, at its own expense rectify that failure to the Company's reasonable satisfaction.

Representatives and Key Persons:

5. Each Party appoints the representative, named in the Contract Schedule or as otherwise notified to the other Party from time to time, for the Term and shall procure that their representatives shall co-operate and communicate regularly with each other to ensure the Parties are able to fulfil their respective obligations under this Contract in a timely and efficient manner.
6. The Supplier shall ensure that the persons named as Key Persons in the Contract Schedule (if any) are engaged in the provision of the Services. The Supplier shall not remove the Key Persons from the provision of the Services unless agreed in advance in

writing by the Company. In that event, the Company shall have the right to approve any replacements who, once approved, shall be deemed to be Key Persons for the purposes of this clause.

Standard of Services:

7. In carrying out the Services the Supplier shall exercise all due care, skill, diligence, prudence, foresight and practice to be expected of a suitably qualified and competent professional organisation experienced in performing services and discharging obligations similar to the Services in relation to projects of a similar size, scope, nature and complexity. The Supplier shall only use resources having the appropriate skills, expertise and qualifications necessary to ensure that the performance of the Services meets the obligations of the Supplier under this Contract.
8. The Supplier shall, on request, provide evidence to the Company that it operates an appropriate quality management system which complies with the requirements set out in the Scope (if any).

Enquiries:

9. The Supplier acknowledges that it has sufficient information about the Company and the Services and that it has made all appropriate and necessary enquiries to enable it to perform the Services in accordance with the Contract, and that it shall not be entitled to any additional payment or relief due to any misinterpretation or misunderstanding by the Supplier.

Rectification of Errors and Omissions:

10. The Supplier shall during the Term and for a twelve month period commencing from the Expiry Date or earlier termination of the Contract rectify all errors and omissions in the Services at no cost to the Company. Compliance with this obligation shall not relieve the Supplier of any of its other obligations and/or liabilities that may exist under the Contract.

Force Majeure:

11. A Party affected by a Force Majeure Event shall immediately notify the other Party of that Event. A "Force Majeure Event" means, in relation to either Party, an event or circumstance, excluding strikes, lock outs, other industrial disputes and any damage to the premises in which the Services are to be provided, beyond the reasonable control of that Party which prevents that Party from performing all or any of its obligations under this Contract. Neither Party shall be considered to be in breach of this Contract or be liable for any loss, damage or delay as a result of the occurrence of a Force Majeure Event provided that the Party affected by the Force Majeure Event shall promptly notify the other that such Force Majeure Event has occurred or is likely to occur and shall take all reasonable steps to work around and mitigate the effects of such Force Majeure Event.

12. If, as a result of a Force Majeure Event, the Supplier's obligations are not capable of performance in all material respects for a period in excess of two months from the date of notification of that Event by the affected Party, the Company may terminate this Contract with immediate effect on provision of a written notice to the Supplier.

13. Compliance:

The Supplier shall be responsible for compliance with and the observance of:-

- a) Health and safety legislation, and any other requirements stated in the Scope and other requirements of statutory or regulatory authorities by itself, its consultants, employees and sub-contractors involved in providing the Services. The Supplier shall be responsible for and shall indemnify the Company against any actions or claims against the Company which arise from the Supplier's (or any such person's) non-compliance with these requirements; and
- b) All rules, regulations, policies, procedures, etc as may be in force from time to time for the conduct of persons when on the Company's land or premises or when accessing the Company's systems and data, including those detailed in the Scope. It shall be the responsibility of the Supplier to acquaint itself with such rules, etc and any revisions thereof. The Company reserves the right, acting reasonably, to deny any person engaged by the Supplier access to any of the Company's premises, systems or data; and
- c) the *Company's Drugs and Alcohol Policy* attached within Appendix 1 (Scope) shall apply and shall apply such policy to all persons (including subcontractors and suppliers) engaged in providing the Services, whether based on premises being used by the Company or other location whilst undertaking Company Business.
- d) the *Company's Travel Policy* attached within Appendix 1 (Scope) or as issued from time to time, shall apply and shall apply such policy to all persons (including subcontractors and suppliers) engaged in providing the Services.

Failure to comply with the requirements of this clause 13 shall be considered to constitute a material breach.

Insurance Requirements:

14. The Supplier shall be liable for the consequences of all services rendered by it to the Company and shall maintain in force during the Term, and in respect of Professional Indemnity for a period of 6 years after the expiry or termination of the Contract, and the other insurances listed in the Contract Schedule for the Term of the Contract in not less than the sums stated in the Contract Schedule, with a reputable insurance company acceptable to the Company.
15. For each class of insurance the Supplier shall, at the Commencement Date of the Contract, then at such other times as required by the Company, provide such evidence as the Company may reasonably require that the current premium has been paid to the insurer

and that the policies required by this Contract are in place. The Supplier shall advise the Company at any time if for any reason the Supplier's insurance ceases to be effective.

Payment for Provision of Services:

16. The Company shall pay the Supplier the applicable Fee plus value added tax, in consideration of the provision of the Services in accordance with the requirements of this Contract and the submission by the Supplier of a valid VAT invoice. The Fee together with any expenses and disbursements permitted in accordance with the Company's Travel and Expenses Policy shall be the Supplier's entire remuneration under this Contract.

Agreed Rates:

17. Where stated in the Contract Schedule, the Fee may be reviewed on the first anniversary of the Contract Date and on all subsequent anniversaries. Fee reviews will be subject to negotiation and will only be considered where the Company has no unresolved concerns regarding performance and/or delivery and the requested rate change is not greater than the change in the applicable index since the previous rate review. The applicable index is 'Seasonally Adjusted Average Weekly Earnings - excluding bonuses, excluding arrears—Series K54L as published by the Office of National Statistics.

Payment against Invoices:

18. The Supplier shall provide the Company with an invoice within seven days after the completion of each payment milestone or the end of each month or period in which it provides the Services (as specified in the Contract Schedule) specifying the Fee considered by the Supplier to be due for the Services provided during the period covered by the invoice. The invoice shall also specify the amount of any value added tax to be paid by the Company.
19. Invoices shall be accompanied by such supporting information as the Company may require (including authorised time sheets where applicable) and shall describe the Services to which they relate and bear the relevant contract and purchase order numbers (which shall be provided by the Company). Invoices shall be sent to the Company's registered address or via email and marked for the attention of 'James Gray - Accounts Payable' jamesgray@crossrail-international.co.uk.
20. The Company shall pay to the Supplier those amounts that are due and payable in accordance with this Contract within 30 days of the submission of each invoice in compliance with the requirements of this Contract.

Payment of Expenses:

21. The Supplier shall bear all expenses incurred by it or its staff in providing the Services and the Company shall not be obliged to reimburse it for any such expenses except for those which the Company has agreed in writing in advance may be incurred at the Company's

cost and which are in accordance with the Company's Expenses Policy. The Supplier shall submit a separate invoice for authorised expenses within seven days after the end of each month in which those expenses were incurred. The invoice shall be supported by full documentation, receipts, etc to substantiate all sums claimed.

Non-Disclosure of Information:

22. The Supplier shall not during or after the Term (except as strictly necessary for the purposes of providing the Services or as required by law or as authorised by the Company) use or communicate to any person any information of or relating to the Company which may reasonably be regarded as confidential to the Company including without limitation information relating to the Company's business affairs, customers, suppliers, software, telecommunications, networks, know-how and personnel. The Supplier shall require any person to whom it is authorised to disclose such information to enter into a confidentiality undertaking in respect of the same and shall take all appropriate technical and organisational measures to the satisfaction of the Company to prevent unauthorised access to the Company's confidential information.

Making of Records:

23. The Supplier shall maintain a complete and correct set of records pertaining to all activities relating to the performance of the Services and the Supplier's obligations under this Contract and all transactions entered into by the Supplier for the purposes of the Contract (including timesheets for the Supplier's personnel where relevant to the calculation of the Fee). Such records shall be retained by the Supplier for the duration of the Term and a minimum of 6 years thereafter. Other than as stated above, the Supplier shall not make (other than for the benefit of the Company) any record (whether on paper, computer memory, disc or otherwise) relating to the Company's business, customers or suppliers or concerning its dealings or affairs or (either during or after this Contract) use or permit to be used any such records other than for the benefit of the Company. All such records (and copies thereof) shall be the property of the Company and shall be returned to it on expiry or termination of the Contract or (at the request of the Company) at any time during the Contract.

Publicity:

24. The Supplier shall not publish any opinion, fact or material or otherwise make any public statement on any matter connected or relating to the business of the Company or this Contract (whether confidential or not) without the prior written approval of the Company.

Intellectual Property Rights:

25. Any and all Intellectual Property Rights developed under this Contract or arising from the provision of the Services by the Supplier shall to the extent that they do not vest in the Company by operation of law be and become the property of the Company and the

Supplier shall execute or cause to be executed including by any employee or agent of its any and all deeds, documents and acts required to transfer such Intellectual Property Rights to the Company.

26. Where for any reason the Intellectual Property Rights described in Clause 25 can not be vested in the Company, the Supplier shall grant to the Company a world-wide, perpetual, royalty free, non-exclusive, irrevocable licence to use such Intellectual Property Rights and any other pre-existing Intellectual Property Rights used by the Supplier in the provision of the Services insofar as the Company requires them for the purposes of the Company's business and to grant sub-licences on the same terms.
27. The Company grants to the Supplier a non-exclusive, non-transferable licence to use the Intellectual Property Rights owned (or capable of being so licensed) by the Company which are required by the Supplier to provide the Services. Any such licence is granted for the term of this Contract solely to enable the Supplier to comply with its obligations under the Contract.
28. The Supplier warrants that the provision by the Supplier and receipt and use by the Company of the Services under this Contract (including the provision and receipt and use of all documents, data, code, drawings, software and all other work and materials prepared or developed by the Supplier or its sub-contractors in relation thereto) shall not infringe any Intellectual Property Rights of any person.
29. The Supplier shall:
 - a) promptly notify the Company upon becoming aware of an infringement or alleged infringement or potential infringement of any Intellectual Property Right which affects or may affect the provision or receipt of the Services or if any claim or demand is made or action brought for infringement or alleged infringement of any Intellectual Property Right; and
 - b) indemnify, keep indemnified and hold harmless the Company from and against all actions, claims, demands, costs, charges or expenses (including legal costs on a full indemnity basis) that arise from or are incurred by the Company by reason of any infringement or alleged infringement of any Intellectual Property Rights of any person arising out of the use by the Company of the Services or anything arising from the provision of the Services (including any documents, data, code, drawings, software and all other work and materials prepared or developed by the Supplier or its sub-contractors in relation thereto) and from and against all costs and damages of any kind which the Company may incur in or in connection with any actual or threatened proceedings before any court or arbitrator unless such infringement or alleged infringement arises from any material supplied by the Company to the Supplier.
30. The Parties agree that all source code, object code and all other data produced by the Supplier or its sub-contractors in relation to the Services shall belong to the Company on the terms of clause 25 above. Without prejudice to its obligations under Clause 41 below, the Supplier shall promptly on termination or expiry of this Contract, or at any other time at the Company's request, provide to the Company a copy of all such source code, object code and other data, in whatever format the Company may reasonably require.

Necessary Consents:

31. The Supplier shall be responsible for obtaining all necessary consents, authorities or approvals required to use any third party rights necessary for performing its obligations under this Contract and shall indemnify the Company against all costs and losses howsoever arising as a result of the Supplier's breach of those rights.

Personal Data:

32. The Supplier shall procure that its staff consent to the Company holding and processing personal data relating to its staff, for legal, administrative and management purposes.
33. The Supplier shall comply with all of its obligations under the General Data Protection Regulations (the "GDPR") and, where it is processing personal data (as defined in the GDPR) on behalf of the Company ("Company Personal Data"), the Supplier shall only act in accordance with instructions from the Company in relation to the Company Personal Data, shall only use the Company Personal Data for the purposes for which it was obtained and not for any other purpose, and shall comply with the Company's Data Protection Policy (attached within Appendix 1 (Scope)).
34. The Supplier shall take appropriate technical and organisation measures to the satisfaction of the Company to prevent unauthorised or unlawful processing of, accidental loss or destruction of, and damage to, Company Personal Data.
35. The Supplier shall take reasonable steps to ensure the reliability of personnel having access to the Company Personal Data and to ensure that such personnel are fully aware of the measures to be taken when processing the Company Personal Data.
36. The Supplier shall promptly inform the Company, and comply with the Company's instructions in relation to the same, in the event that:
 - a) It receives a request for disclosure of or access to Company Personal Data; and/or
 - b) It becomes aware of any accidental or unauthorised disclosure of or access to Company Personal Data.

Freedom of Information

37. The Supplier acknowledges that the Company:
 - a) is subject to freedom of information legislation (including without limitation the Environmental Information Regulations 1992) and agrees to assist and co-operate with the Company to enable the Company to comply with its obligations under such legislation; and
 - b) may be obliged under such legislation to disclose information about the Supplier and/or the Services and/or this Contract without consulting or obtaining consent from the Supplier.

Disruption to existing Operational Software and Systems:

38. The Supplier shall indemnify the Company against all costs howsoever arising due to any disruption to its existing operational software, systems, hardware, programmes and applications resulting from the actions or inaction of the Supplier.

Suspension of Services:

39. The Company may by written notice require the Supplier to suspend the performance of any or all of the Services. The Supplier shall resume the performance of the suspended Services if and when instructed by the Supplier. Where such suspension is not due to the Supplier's breach or potential breach of the Contract the Company shall, subject to audit, reimburse the Supplier's reasonable additional costs arising from that suspension.

Contract Termination:

40. This Contract may be terminated: -

- a) by the Company at any time by giving to the Supplier not less than one month's prior written notice; or
- b) by the Company at any time (and without prejudice to any rights or claims it may have against the Supplier) by notice and with immediate effect and without any liability to pay any compensation or damages if the Supplier or any of its staff is guilty of gross misconduct, does anything which does or may bring the Company into disrepute, commits a material breach of any of the terms of this Contract or, after notice in writing, fails to remedy any default in providing the Services within ten (10) working days of such notice, or if the Supplier makes a resolution for its winding up, or an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding up order is made or an administrator or receiver is appointed in relation to the Supplier. Any delay by the Company in exercising this right to terminate shall not be a waiver thereof.

41. Upon termination or expiry of this Contract for any reason, the Supplier shall:

- a) provide all such co-operation and information as the Company may reasonably request in order to achieve an orderly and timely handover of the Services to the Company or any third party specified by the Company. To the extent required by the Company, the Supplier shall also provide such co-operation and information prior to the expiry or termination of the Contract;
- b) to the extent that it has not already been provided to the Company, provide all materials, documentation, data and other information relating to or forming part of the Services whether or not complete as at the date of termination or expiry and all relevant materials, documentation, data and information on appropriate magnetic or other media (as may be reasonably specified by the Company) and all copies of any information and data and any licences supplied to the Supplier by the Company for the purposes of the Contract, including the Company's data and Company Personal

Data, and the Supplier shall certify that no copies of such information or data have been retained; and

- c) on receipt of the Company's written instructions to do so (but not otherwise), arrange to remove all electronically held information but not any intellectual property of which the Supplier is the proprietor by a mutually agreed date, including the purging of all disk-based information and the reformatting of all disks.

No Partnership:

- 42. Neither the Company nor the Supplier intend that this Contract shall create or be construed or interpreted as creating the relationship of employer and employee between the Company and any person engaged or employed by the Supplier and for the avoidance of doubt the Supplier agrees and acknowledges that it shall at all times be an independent contractor of the Company.
- 43. The Supplier shall be solely responsible for and shall fully indemnify the Company on demand against:
 - a) any liability, assessment or claim for taxation whatsoever or for statutory deductions where such liability assessment or claim arises or is made in connection with the provision of the Services and to the extent that any payment to it shall give rise to any liability on the Company the amount payable under this indemnity shall be increased so that the amount after such tax is sufficient to effect such indemnity provided that this undertaking shall not confer any right on the Company to recover secondary Class 1 national insurance contributions to the extent that recovery of the same is prohibited by law; and
 - b) any employment-related claim brought by any member of the Supplier's staff against the Company in respect of the provision of the Services under this Contract (including, but not limited to claims for unfair dismissal or redundancy).

The Supplier shall also indemnify the Company against all reasonable costs and expenses and any penalty fine, surcharge or interest accrued or payable by it in connection with or in consequence of any such liability or claim. The Company may satisfy such indemnity (in whole or in part) by way of deduction from payments to be made by the Company under this Contract.

The Company's Reliance on the Supplier:

- 44. The Company is reliant upon the Supplier's skill, expertise and experience in providing the Services and also upon the accuracy of all representations or statements made and the advice given by the Supplier in connection with the provision of the Services and the Supplier shall indemnify the Company against all loss, damage, costs, legal and other professional fees and other expenses incurred or suffered by the Company as a result of such reliance.

Variations to the Contract:

45. No part of this Contract shall be varied other than by written agreement signed by both Parties.
46. If either Party should consider at any time during the Term that a change to the scope of Services is required or would be beneficial to the Company that Party shall notify the other in writing. The notification shall detail the proposed change and, if the change is proposed by the Supplier, the expected impact of the change on performance, time and cost. Any such notification from the Company may request that the Supplier submits within five working days (or such other period as may be agreed) the expected impact of the change on performance, time and cost. No change shall be implemented until the impact of that change has been agreed and accepted by the Company and a Service Order instructing that change has been received by the Supplier.

Audit Access:

47. The performance and delivery of the Services and the quality standards applied by the Supplier shall be subject to periodic audit by the Company (or its nominee) at such times as the Company, acting reasonably, considers necessary. The auditor may take copies of such documents as may be reasonably required which are owned, held or otherwise in the control of the Supplier (who shall procure that any person acting on its behalf who has such documents and/or other information shall also provide access) and may require the Supplier to produce such oral or written explanation as is reasonably considered necessary.

No Authority to Bind the Company:

48. The Supplier shall not have authority (and shall not hold itself out as having authority) to bind the Company save in so far as specifically authorised to do so by the Company in writing.

Entire Agreement;

49. The Supplier and the Company acknowledge and agree with each other that:
 - a) this Contract constitutes the entire and only agreement between the Supplier and the Company relating to the subject matter of this Contract and the Supplier's appointment under it; and
 - b) neither Party has been induced to enter into this Contract in reliance upon, nor has any such party been given, any warranty, representation, statement, assurance, covenant, agreement, undertaking, indemnity or commitment of any nature whatsoever other than as are expressly set out in this Contract and, to the extent that any of them has been, they unconditionally and irrevocably waive any claims, rights or remedies which they might otherwise have had in relation thereto

provided that the provisions of this clause shall not exclude any liability which either of the Parties would otherwise have to the other or any right which either of them may have in respect of any statements made fraudulently by the other Party prior to the execution of this Contract or any rights which either of them may have in respect of fraudulent concealment by either of them.

Dispute Resolution:

50. The Parties agree that in the event of a dispute arising out of or in connection with this Contract (a "Dispute") then they will work together in good faith to resolve the dispute. If after ten working days, or such extended period as may be agreed, the Party representatives are unable to resolve the dispute it shall be referred to a Senior Executive of each Party for resolution.
51. In the event that a Dispute is not resolved within 20 working days (or such extended period as may be agreed) of referral to the Senior Executives pursuant to clause 50 above, either Party may propose that the Dispute be referred to mediation in accordance with the Centre for Dispute Resolution's ("CEDR") Model Mediation Procedure and Agreement (subject only to such amendments as the Parties may agree). In the event that the Parties are unable to agree on a mediator or the agreed mediator is unable to act, the Parties shall apply to CEDR to appoint a mediator. The costs of CEDR and/or the mediator shall be divided equally between the Parties.
52. If the Parties fail to reach agreement on the Dispute within 40 working days of the appointment of the mediator (or such extended period as the Parties may agree), such failure shall be without prejudice to the right of either party to refer the Dispute to a court for determination. Nothing in clauses 50 to 52 shall prevent a party from seeking from any court of competent jurisdiction an interim order restraining the other party from doing any act or compelling the other party to do any act.
53. Performance of the Contract shall continue during discussions, adjudication or court proceedings pursuant to the settlement of a Dispute.

Severability:

54. Any provisions contained in this Contract, which are prohibited by or unlawful or unenforceable under any applicable law, shall to the extent required by such law be ineffective without invalidating the remaining provision of this Contract provided that where the provisions of such applicable law may be waived in this Contract they are waived by the Parties to the fullest extent permitted by such law with the intent that this Contract shall be valid, binding and enforceable in accordance with its remaining terms.

Third Party Rights:

55. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract. No person other than the Parties to the Contract shall have any rights under it and it will not be enforceable by any person other than the parties to it.

Assignment

56. The Parties may not assign this Contract in whole or in part without the other's prior written consent save that the Company may assign this Contract to another member of the charged with any of the duties and responsibilities of the Company without the Supplier's prior written consent.

Applicable Law:

57. This Contract shall be governed by and construed in accordance with the laws of England and Wales.

Jurisdiction:

58. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes (not resolved in accordance with clauses 50 to 52 above), which may arise out of or in connection with the Contract and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of England and Wales.

Appendix 3 – Form of Service Order



SERVICE ORDER

Date: []

Contract: [insert contract number] dated [] between Crossrail Limited and [insert name of Supplier]

Service Order no: [insert Service Order no. reflecting number issued to date under Contract]

This Service Order is issued pursuant to the terms of the Contract stated above.

The Supplier is requested to provide the following Services in accordance with the Contract and the following terms:

Services required
[Either: a) include elements of the Services (as already described in the Scope) which are required under this Service Order b) set out the additional Services which are required as a variation to the Scope]
Programme
[Insert dates required for completion/ milestones etc]
Other applicable requirements

[If there are any quality requirements, SLAs etc which apply in addition to those stated in the Scope, specify those here]

Fee and Payment

[insert details of Fee here and timing of payment/ invoices. The Fee included here should be as an accepted quotation which should be submitted using the attached Professional Services Short Form Agreement Quotation, or should be as received as a result of a tender process, or should have been stated or calculated in accordance with the Contract Schedule unless a lower price has been agreed or where this is a variation to the Scope for which no pre-agreed rates etc are stated in the Contract Schedule]

Maximum Value of Service Order

The maximum amount of Fee payable under this Service Order is [state maximum anticipated Fee. If this is exceeded at any point, a new Service Order is required.]

Signed by:

Name: _____

For and on behalf of **Crossrail International**

We acknowledge receipt of this Service Order and agree to provide the Services in accordance with the Contract including the terms of this Service Order.

Signed by:

Name: _____

For and on behalf of **[name of supplier]**

