(C) shall co-operate with other parties appointed under the CDM Regulations.

PART 9: RELIEF EVENTS

35. **Relief Events**

35.1 The following are events which may cause the Supplier delay or disruption and for which the Supplier may be relieved from termination due to a Supplier Default subject to the terms of this Clause 35 ("Relief Events"):

(A) (subject to compliance by the Supplier with the requirements of Schedule 5) the frustration of any access booked by the Supplier in accordance with Schedule 5;

(B) the Company's Representative giving an instruction to suspend the Services;

(C) a breach of this Contract by the Company (except to the extent caused by or contributed to by the Supplier or any Sub-Contractor or person for whom those parties are responsible) that is not one of the other Relief Events;

(D) flooding caused by rising water table or by weather conditions including extraordinary storm, bursting or overflow of water tanks, apparatus or pipes;

(E) an interruption in the supply of power or other utility services for which the Supplier is not responsible, if and only to the extent that such failure or interruption is not caused by, and its effects are beyond the reasonable control of, the Supplier and it could not reasonably have avoided or provided against the effects;

(F) any act of terrorism or a specific threat of terrorism which results in the partial or total, temporary or long term closure of the Underground Network/Site;

(G) lightning, earthquake or extraordinary storm;

(H) fire;

(I) tunnel collapse;

(J) compliance with the provision of sections 118 to 121 of the Railways Act 1993;

(K) the discovery of fossils, antiquities or other material which in each case is required to be exhumed or unexploded bombs; and

(L) strikes, lock outs or other industrial action being in each case industry-wide.

35.2 The Supplier shall notify the Company's Representative of the occurrence of an event which has happened or which it expects to happen if:

(A) it believes it to be a Relief Event that is delaying or disrupting (or is likely to delay or disrupt) the Services; and

(B) the Company's Representative has not notified the event to the Supplier.

The event shall be notified as soon as is reasonably practicable and in any event no later than five (5) Working Days after the Supplier becomes aware or ought reasonably to have become aware of the event or the likelihood of its occurrence.

35.3 The Supplier shall submit full and detailed particulars of any Relief Event to the Company's Representative as soon as reasonably practicable after receiving the Company's Representative's notification and in any event no longer than ten (10) Working Days after the occurrence. The particulars shall include full, detailed particulars of the cause and effect of the Relief Event and:

(A) the extent of the delay, if any;

(B) details of the measures adopted by the Supplier to mitigate the effects of the Relief Event;

(C) the likely effects, if any, on access requirements; and

(D) such further information as may reasonably be required by the Company.

The Company shall be entitled to:

(A) seek clarification in respect of the particulars provided by the Supplier; and/or

(B) request further particulars and related information in connection with the occurrence of the Relief Event.

35.4 If the Company's Representative decides that the occurrence is a Relief Event in accordance with this Contract and is delaying or disrupting (or is likely to delay or disrupt) the Services then:

(A) without prejudice to Clause 35.5, the Supplier shall not be deemed to be in breach of this Contract as a result of its failure to perform and the Company shall not be entitled to apply the provisions of Schedule 12 in respect of any affected Services, to the extent that the same is attributable to the Relief Event; and

(B) the Supplier shall be entitled to an extension of time for the performance of its affected obligations.

Provided that there shall be no increase to the Service Payment arising as a result of a Relief Event.

35.5 The Company shall be under no obligation to make any payments to the Supplier of the Service Payment in respect of any Services affected by the Relief Event during the period in which the Relief Event is subsisting provided that any such non-performance by the Supplier shall be disregarded for the purposes of the Company's right to terminate this Contract pursuant to Clause 49.

35.6 The Supplier shall have no entitlements in accordance with Clause 35.4 to the extent that:

(A) the event or any of its effects arises from any error, unlawful act or omission, negligence, default, breach of contract, breach of statutory duty and/or failure to comply with this Contract of the Supplier or any of the Supplier's Personnel;

(B) the Supplier has failed to take all reasonable steps to mitigate the actual or potential effect of the event or has failed to use its best endeavours to adjust the order and sequence in which it proposes to provide the Services; or

(C) the Company's Representative decides that there was no such occurrence, that the occurrence was not one of the Relief Events, or that the occurrence has had no adverse effect on the provision of the Services.

35.7 In the event that information is provided after the date referred to in Clauses 35.2 and/or 35.3, then the Supplier shall not be entitled to any extension of time or relief from its obligations under this Contract in respect of the period for which the relevant information is delayed.

35.8 Clause 35 shall not give the Supplier any entitlement to an extension of the period of the Supplier's employment under this Contract or any extension to the Expiry Date.

35.9 A Relief Event may not be notified after the Expiry Date (or termination if earlier).

PART 10: PEOPLE

36. **TUPE**

36.1 For the purposes of this Clause 36:

"Current Service Provider" means any person, company or other legal entity which on or before the Contract Commencement Date was the employer of any of the Transferring Employees, and which (for the avoidance of doubt) may include the Company;

"Replacement Employer" means any person to whom a Subsequent Relevant Employee may or does transfer under the Transfer Regulations on termination of this Contract (or part of it);

"Relevant Claims and Liabilities" means all liabilities, obligations, proceedings, court or tribunal orders, losses, fines and penalties, damages, expenses, costs (including reasonable legal costs and disbursements) actions, claims and demands;

"Subsequent Transfer Date" means the time and date on which a Subsequent Relevant Employee transfers to a Replacement Employer by virtue of the Transfer Regulations;

"Subsequent Relevant Employee" means a person employed or engaged by the Supplier or relevant Sub-Contractor from time to time in respect of any part of the Services who would transfer to a Replacement Employer by virtue of the Transfer Regulations on termination of this Contract (or part of it);

"Transfer Regulations" means all or any of the following: the Transfer of Undertakings (Protection of Employment) Regulations 2006; the Transfer of Employment (Pension Protection) Regulations 2005; any other or further regulations, orders or statutory instruments which apply or are capable of applying to a person to whom section 257 of the Pensions Act 2004 applies, as amended, replaced or extended from time to time and including any regulations or other legislation which (either with or without modification) re-enacts, adopts, consolidates or enacts in rewritten form any such regulations; and

"Transferring Employees" means those employees of or those engaged by the Current Service Provider who transfer or have the right to transfer to the Supplier under the Transfer Regulations.

36.2 The Supplier complies and procures that his Sub-Contractors comply with any obligations which may arise out of a transfer to the Company or another person under the Transfer Regulations upon the Expiry Date or earlier termination of this Contract.

36.3 At any time during the last twelve (12) months of this Contract and/or during any period of notice terminating this Contract, the Company may require the Supplier to provide, within a specified period of being requested, to the Company (or to any other person or persons nominated by the Company) such information as is reasonably required by the Company or such other persons relevant to the potential liabilities of the Company or any other

person arising under the Transfer Regulations including but not limited to information on the following:

(A) the names of employees (of the Supplier or its Sub-Contractors) engaged in providing the Services, their salaries and other conditions of employment, ages and length of service;

(B) the method of organisation of the employees (of the Supplier or its Sub-Contractors) engaged in providing Services and documentary evidence relating to such organisation;

(C) the proposals for informing and consulting with affected employees;

(D) details of collective agreements and union recognition agreements; and

(E) any other employee liability information within the meaning of the Transfer Regulations, and will in addition provide copies to the Company upon request of any communication with any potential or intended new consultant or the Supplier's employees or their representatives relating to the effect on such employees of the expiry or termination of this Contract.

36.4 The Supplier will provide the Company upon request with the name and address of a person within its organisation to whom all queries and requests for information under this Clause 36 may be addressed. The Supplier will if required by the Company warrant that any information provided under Clause 36 is accurate, complete and not misleading, including any information supplied in relation to its Sub-Contractors.

36.5 The Supplier will not and will procure that its Sub-Contractors will not in the ten (10) months prior to the Expiry Date or termination of this Contract (or, where notice of termination is given of less than ten (10) months, during any such period of notice) without the Company's written consent:

(A) re-organise or substantially alter the number or method of organisation or identity of the employees engaged in providing the Services, except to the extent that any such change is the result of a bona fide business reorganisation of the Supplier or the relevant Sub-Contractor which is not related or confined to the employees engaged in providing the Services or the expected Expiry Date or termination of this Contract; or

(B) make any increase to the salaries or any significant change to the terms and conditions of employment of the employees engaged in providing the Services, except where such increases or changes would have arisen in the ordinary course of the Supplier's or the relevant Sub-Contractor's business and are not related to the Expiry Date or termination of this Contract (either because they are applied to all of the Supplier's or the relevant Sub-Contractor's employees, whether or not engaged in providing the Services or otherwise) or are the result of a bona fide business reorganisation of the Supplier or the relevant Sub-Contractor which is not related or confined to the employees engaged in providing the Services or relates to the Expiry Date or termination of this Contract.

36.6 The Supplier shall indemnify the Company against all Relevant Claims and Liabilities arising from or incurred by reason of any act or omission of the Supplier, its servants or agents in connection with or arising from or incurred by reason of the employment of the Transferring Employees, including but not limited to any claim against the Company or any other person for damages for breach of contract, or for compensation for unfair or wrongful dismissal or redundancy, or failure to provide comparable pension rates, or failure to provide information, or failure to inform or consult Transferring Employees, or in respect of death or personal injury, breach of statutory duty or any other claim in tort by a Transferring Employee, or by a person who would be a Transferring Employee but for any act or omission (including dismissal or constructive dismissal) of the Supplier, arising from the operation (or alleged operation) of the Transfer Regulations in relation to the Services.

36.7 The Supplier shall indemnify the Company and all Replacement Employers against all Relevant Claims and Liabilities arising from or related to:

(A) any claim by a Subsequent Relevant Employee in respect of any default, failure or omission (or alleged default, failure or omission) by any person whatsoever concerning or arising from employment before a Subsequent Transfer Date in respect of which the Company or the Replacement Employer incurs liability, cost or expense by reason of the operation (or alleged operation) of the Transfer Regulations; and

(B) any claim by any former or existing employee of the Supplier or relevant Sub-Contractor (other than a Subsequent Relevant Employee) in respect of which the Company or a Replacement Employer incurs liability, cost or expense by reason of the operation (or alleged operation) of the Transfer Regulations.

In this Clause 36.7 "Relevant Claims and Liabilities" include those incurred by the Company by reason of any contract term between the Company and a Replacement Employer provided always that in relation to Relevant Claims and Liabilities which the Company may incur to a Replacement Employer, the Supplier shall not be required to indemnify the Company or the Replacement Employer for more than or with a greater scope than it would if such Relevant Claims and Liabilities were made against or incurred by the Company in providing an indemnity under this Clause.

36.8 The provisions of this Clause 36 are without prejudice to the Transfer Regulations. For the avoidance of doubt, any remedies available to the Company for any breach by the Supplier of any provision of this Clause 36 shall be in addition to and not in substitution for any remedies available to the Company under any provision of the Transfer Regulations.

37. Key Personnel

37.1 The Supplier agrees to the appointment of the Key Personnel set out at Schedule 1.

37.2 The Supplier shall ensure that each of the Key Personnel devotes substantially their whole time and effort to the performance of the Services.

37.3 The Supplier shall take all reasonable steps to ensure it retains the services of the Key Personnel and shall not without the Company's prior written consent terminate their employment, remove or change Key Personnel or do any such thing which would cause any of the Key Personnel to resign.

37.4 The Supplier agrees to inform the Company of any changes to the Key Personnel where any relevant member of Key Personnel dies, suffers long term sickness or disability, is incapacitated by reason of ill health or accident from performing his or her duties for a period of or periods aggregating twenty (20) Working Days in the preceding three (3) months, is guilty of gross or serious misconduct, goes on any period of statutory leave (other than holiday) or leaves the Supplier's employment.

37.5 The Supplier shall be responsible for the costs of replacing any member of Key Personnel with an appropriately qualified and competent replacement (including but not limited to, the cost of training any replacement to ensure that they can take over the vacated position efficiently and without disrupting the Services). The Supplier shall use all reasonable endeavours to ensure that any replacement for any member of Key Personnel is engaged and available to perform his or her role as soon as reasonably practicable and at least within five (5) Working Days of the expiry of the notice period of the relevant member of Key Personnel. Where termination of the relevant member of Key Personnel is due to gross or serious misconduct, a replacement shall be engaged and available to perform his/her role as soon as reasonably practicable and in any event within twenty (20) Working Days. Further, save where the relevant member of Key Personnel being replaced has vacated the position immediately due to death, illness, gross misconduct or some other similar reason, the Supplier shall, at its own cost, ensure that the member of Key Personnel being replaced works in parallel with his or her replacement to hand over to them for a period of five (5) Working Days or any shorter period agreed between the Parties.

37.6 A reasonable period before an offer of engagement is made to a replacement member of Key Personnel, the Supplier shall provide such information about and access to the relevant individual as the Company may reasonably require. The Company shall notify the Supplier if it objects to the appointment of an individual as a member of Key Personnel, together with its reasons for such objection. The Supplier shall comply with any request by the Company that a particular person should not become a member of Key Personnel.

37.7 The Company may change the list of Key Personnel on reasonable notice and subject to the consent of the Supplier, such consent not to be unreasonably withheld or delayed.

37.8 The Supplier:

(A) undertakes that all the Supplier's personnel possess the appropriate skills, qualifications and experience to perform the tasks assigned to them, and that they shall be available at such times as are necessary to perform the Services in accordance with the Contract;

(B) shall ensure that all the Supplier's personnel are in possession of valid work permits if they are non-European Community nationals; and

(C) shall (at its expense) provide or procure the provision of training for the Supplier's personnel in respect of all aspects of its performance of the Contract and, as the Company may require, for any employees, agents and contractors of the Company in relation to the operation or use of any equipment supplied under the Contract, such training to include, as minimum:

(1) the training activities specified in Schedule 3;

(2) training as required by QUENSH and any TfL Group standards; and

(3) such other training as required by TfL Group from time to time.

37.9 Without prejudice to the Supplier's other obligations under the Contract, where training of any or all of the Supplier's Personnel is required for the purposes of performance of the Contract, the Supplier shall not assign any Supplier's Personnel to the performance of the Contract unless and until such Supplier's Personnel have satisfactorily completed such training.

37.10 The Company will arrange safety training for the Supplier's Personnel from time to time at the expense of the Supplier. To the extent that any refresher training of any kind (at any time) is required for any of the Supplier's Personnel, this shall be at the expense of the Supplier. For the avoidance of doubt, the Company will not be responsible for the remuneration, travel, subsistence or other similar costs and expenses of any of the Supplier's Personnel attending any training under this Clause 37.10.

38. **London Living Wage**

38.1 The Supplier acknowledges and agrees that the Mayor, pursuant to section 155 of the GLA Act has directed the Company (including its subsidiaries) to ensure that the London Living Wage is paid to anyone engaged by the Company who is required to perform contractual obligations in Greater London or on the Underground Network.

38.2 The Supplier shall, to the extent this Contract is for the provision of Services to be undertaken within Greater London or on the Underground Network:

(A) ensure that none of its employees (whether engaged directly or as agency staff employed via an employment agency or similar) engaged in the provision of services under this Contract is paid an hourly wage (or equivalent of an hourly wage) less than the London Living Wage;

(B) provide to the Company such information concerning the application of the London Living Wage as the Company or its nominees may reasonably require;

(C) disseminate on behalf of the Company to its employees who are paid no more than the London Living Wage such perception questionnaires in relation to the London Living Wage as the Company or its nominees may reasonably require and promptly collate and return to the Company responses to such questionnaires;

(D) co-operate and provide all reasonable assistance to the Company and its nominees in monitoring the effect of the London Living Wage; and

(E) procure that any Sub-Contractor is required to comply with the provisions of this Clause 38.2 and the provisions of this Clause 38.2 are included in any subcontract with a Sub-Contractor.

38.3 The Supplier shall not, and shall procure that any Sub-Contractor shall not, without the prior written consent of the Company, vary or purport to vary the provisions contained in any contract or subcontract in accordance with the operation of this Clause 38.

38.4 In the event that the Supplier either itself or through a Sub-Contractor is in breach of this Clause 38, the Supplier shall:

(A) if notification has not been made by the Company, notify the Company immediately upon becoming aware of the breach; and

(B) rectify the breach, or procure that the breach is rectified within seven (7) days of becoming aware of the breach.

38.5 In the event that the Supplier fails to rectify the breach as required by Clause 38.4(B), the Company shall have the right, in its absolute discretion:

(A) to require the Supplier to terminate the subcontract or agency agreement of the party in breach; or

(B) to require the removal of any personnel from involvement with the Services who are not being paid the London Living Wage.

39. Criminal Record Declarations and right to Work in the UK

39.1 For the purposes of this Clause 39:

"Relevant Individual" means any servant, employee, officer, consultant or agent of either the Supplier or any Sub-Contractor or supplier carrying out, or intended to carry out, any aspect of the Services; and

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

39.2 The Supplier shall procure from each Relevant Individual (as the case may be) a declaration that he has no Relevant Convictions ("Declaration") or disclosure of any Relevant Convictions. A Declaration shall be procured prior to a Relevant Individual carrying out any of the Services. The Supplier shall confirm to the Company in writing on request and in any event not less than once in every year that each Relevant Individual has provided a Declaration. The Supplier shall procure that a Relevant Individual notifies the Supplier immediately if he commits a Relevant Conviction and the Supplier shall notify the Company in writing immediately on becoming aware that a Relevant Individual has committed a Relevant Conviction.

39.3 The Supplier shall not engage or allow to act on behalf of the Supplier or any Sub-Contractor in the performance of any aspect of the Services any Relevant Individual who has disclosed a Relevant Conviction.

39.4 The Company shall have the right in accordance with the audit rights set out in Clause 14 to audit and inspect the records of the Supplier and its Sub-Contractors and its and their respective employees and agents in order to confirm and monitor compliance with this Clause 39 at any time during performance of this Contract.

39.5 If the Supplier fails to comply with the requirements under Clauses 39.2 and/or 39.3 the Company may, without prejudice to its rights under Clause 49, serve notice on the Supplier requiring the Supplier to remove or procure the removal of (as the case may be) any Relevant Individual who has not provided a Declaration from this Contract and/or Company's Site with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the carrying out of the Services unless (in the case of non-compliance with Clause 39.2) within five (5) Working Days of receipt of the notice the Supplier confirms to the Company that he has procured all of the relevant Declarations required under Clause 39.2.

39.6 A persistent breach of Clause 39.2 and/or Clause 39.3 by the Supplier shall entitle the Company to terminate this Contract in whole or in part with immediate effect in accordance with Clause 49, as if such persistent breach were a Supplier Default.

39.7 In the event the Company becomes aware that a Relevant Individual has a Relevant Conviction, the Supplier shall remove or procure the removal (as the case may be) of such Relevant Individual from this Contract and/or the Company's Site with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the carrying out of the Services.

39.8 The Supplier shall ensure that each Relevant Individual has the right to work in the UK and shall comply with its obligations under the relevant immigration legislation including but not limited to the obligation to conduct document checks in respect of Relevant Individuals.

39.9 Nothing in this Clause 39 shall in any way waive, limit or amend any obligation of the Supplier to the Company arising under this Contract and the Supplier's responsibilities in respect of performance of the Services remain in full force and effect and the Supplier is not entitled to claim any extra costs or time or any relief from its obligations as a result of any actions under this Clause 39.

39.10 **Offers of Employment (Non-Solicitation)**

For the duration of the Contract and for a period of six (6) months after expiry or termination of the Contract, the Supplier shall not employ or offer employment to any TfL Group employees who have been associated with the provision of the Services by the Supplier without the Company's prior written consent. Any breach of this Clause 39.10 shall render the Supplier liable to

pay to the Company a sum equal to the basic salary payable to the employee by the Supplier during the first six (6) months of new employment.

PART 11: RESPONSIBLE PROCUREMENT

40. **Responsible Procurement**

40.1 The Supplier and the Company acknowledge and agree that the Mayor, in accordance with section 155 of the GLA Act, has directed the Company and its subsidiaries to do all things reasonably necessary to comply with (inter alia) the Responsible Procurement Policy in its procurement activities.

40.2 The Supplier shall and shall procure that its Sub-Contractors shall comply with, and shall provide such co-operation and assistance as may be reasonably requested by the Company to enable the Company to comply with, the Responsible Procurement Policy.

40.3 The Supplier acknowledges and agrees that the Company is required to develop a policy relating to the promotion of the procurement of goods and services in an ethical manner (the "Ethical Sourcing Policy") which shall reflect and be consistent with the relevant principles of the Responsible Procurement Policy and the Supplier shall and shall procure that all of its Sub-Contractors shall comply with such Ethical Sourcing Policy to the extent it does not conflict with the Responsible Procurement Policy.

40.4 The Supplier acknowledges and agrees that it (and its Sub-Contractors) shall be required to comply with any changes to the Responsible Procurement Policy (and any adjustment or amendment to the Ethical Sourcing Policy as a result of such amendment or adjustment to the Responsible Procurement Policy).

40.5 The Supplier shall not be entitled to any addition to the Service Payment in the event of any change to the Responsible Procurement Policy (and any change to the Ethical Sourcing Policy as a result of such change to the Responsible Procurement Policy).

40.6 The Supplier shall procure that any Sub-Contractor is required to comply with the provisions of this Clause 40 and the provisions of this Clause 40 are included in any subcontract (of any tier).

40.7 The Supplier shall not, and shall procure that any Sub-Contractor shall not, without the prior written consent of the Company, vary or purport to vary the provisions contained in any contract or subcontract in accordance with the operation of this Clause 40.

40.8 In complying with this Clause 40 (Responsible Procurement) the Supplier shall at all times comply with the ETI Base Code set out in Schedule 15 (Ethical Trading Initiative Base Code) of the Contract.

40.9 **Strategic Labour Needs and Training**

The Supplier shall comply with the strategic labour needs and training requirements set out in Schedule 16 (Strategic Labour Needs and Training).

41. **CompeteFor**

41.1 Without prejudice to Clause 60, the Supplier will, on a non-exclusive basis, use the CompeteFor electronic brokerage service (or such alternative web-based tool as the Company may direct from time to time) ("CompeteFor") to make available to other suppliers all appropriate opportunities, arising in connection with this Contract, to supply goods, works or services to the Supplier.

41.2 The Supplier will use all reasonable endeavours to ensure that its Sub-Contractors use CompeteFor, on a non-exclusive basis, to make available to other parties all appropriate opportunities, arising in connection with this Contract, to supply goods, works and services to such Sub-Contractors.

41.3 The Supplier will monitor (and maintain a record of) the number, type and value of opportunities, arising in connection with this Contract, made available to other suppliers via CompeteFor, whether by the Supplier or its Sub-Contractors, as required by Clause 41.2, and will report this information on a quarterly basis by way of email to the Company's Representative.

PART 11: INTELLECTUAL PROPERTY, DATA AND CONFIDENTIALITY

42. Intellectual Property Rights

42.1 Existing Contracts

This Contract is entirely without prejudice to, and nothing in it is intended to, nor shall, in any way prejudice the rights of any member of the TfL Group in relation to intellectual property under or pursuant to Existing Contracts.

42.2 Vesting of Intellectual Property Rights created under this Contract

All Intellectual Property Rights created wholly or mainly in connection with the performance of, or in order to perform, this Contract shall vest in the Company. The Supplier shall procure that each of its Sub-Contractors and any other third party shall assign such Intellectual Property Rights to the Company.

42.3 Ownership of the Supplier's Intellectual Property Rights

Without prejudice to Clause 42.2, all Intellectual Property Rights owned by the Supplier or its Sub-Contractors or other third party and which are not assigned to, or vested in, the Company pursuant to Clause 42.2 shall remain or be vested in the Supplier, its Sub-Contractors or other third party (as the case may be).

42.4 Company's Licence to use the Supplier's Intellectual Property Rights

The Company shall have and the Supplier hereby grants, and procures that its Sub-Contractors or other third party grant, to the Company a worldwide, royalty-free, perpetual, irrevocable, non-exclusive licence (with the right to sub-licence such rights to any third party) to use and copy the Intellectual Property Rights referred to in Clause 42.3 for the purposes of:

(A) understanding the Services;

(B) operating, maintaining, repairing, modifying, altering, enhancing, re-figuring, correcting, replacing, re-procuring and re-tendering the Services;

(C) extending, interfacing with, integrating with, connecting into and adjusting the Services;

(D) enabling the Company to carry out the operation, maintenance, repair, renewal and enhancement of the Underground Network and/or Sites;

(E) executing and completing the Services; and

(F) enabling LUL to perform its function and duties as Infrastructure Manager and Operator of the Underground Network and any equivalent functions and duties applicable to other members of the TfL Group.

42.5 Provision of Supporting Documentation and Other Materials

The Supplier shall:

(A) promptly, and in any event by no later than such date as the Company may notify to the Supplier, provide at no charge to the Company, copies of any materials and items (including, without limitation, Documentation) in the Supplier's or Sub-Contractor's or other third party's possession or control (or which ought reasonably to be in the Supplier's or Sub-Contractor's or other third party's possession or control) which are referred to or relied upon in using and copying, or required in any way for the use and copying of, the Intellectual Property Rights referred to in Clauses 42.2, 42.3 and 42.4 above; and

(B) keep copies of such materials, items and Documentation in a secure place where they will not deteriorate and undertake regular (and in any event not less than every three (3) months) integrity testing of the same and provide written evidence of such testing to the Company at regular intervals and in any event upon the Company's request.

42.6 **Company's Rights of Retention**

If the Supplier has not complied with its obligations under Clause 42.5(A), the Company shall be entitled to retain one quarter of the sums that would otherwise be due to the Supplier under this Contract until the Supplier has complied with its obligations under Clause 42.5(A).

42.7 **Company's Rights to the Software**

If the Supplier or any of its Sub-Contractors providing software for incorporation into or operation of the Services stops trading, is subject to an insolvency event equivalent to any of those events set out in the definition of Supplier Default (including their equivalent in any jurisdiction to which the Supplier or any of its Sub-Contractors is subject), makes known its intention to withdraw support of that software or fails to support that software in accordance with the terms of this Contract then the Supplier, at no charge to the Company, shall use its best endeavours to transfer or procure the transfer to the Company of all Intellectual Property Rights in that software.

42.8 Not used

42.9 **Company's Rights in relation to Other Procurement Activities**

For the avoidance of doubt, the Company shall be entitled to use and copy the materials, items and Documentation referred to in Clause 42.5 and anything in which the Intellectual Property Rights referred to in Clauses 42.2, 42.3 and 42.4 subsist for the purposes of inviting tenders or of procuring services the same as or similar to the Services for the carrying out of any activities in connection with the licence under Clause 42.4 subject always to the Company's requirements for tenderers to treat the same in the strictest confidence.

42.10 **Supplier's Indemnity against Third Party Intellectual Property Rights Infringement**