

	both of the Service Provider or a Holding Company under the law of any applicable jurisdiction for those purposes;
“the Insurances”	shall have the meaning given in Clause 27.1;
“Intellectual Property Rights”	any patent, know-how, trade mark or name, service mark, design right, copyright, rights in passing off, database right, rights in commercial or technical information, any other rights in any invention, discovery or process and any other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect in each case in the United Kingdom and anywhere else in the world;
“Key Personnel”	the Service Provider Contract Manager, the Service Provider Incident Manager and such other Service Provider Personnel who the Parties may agree to designate as Key Personnel from time to time as detailed in Schedule 1 (Key Contract Information);
“Losses”	all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct losses (including pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and judgments;
“Major Incident”	means an incident described in Appendix 3 (Major Incident List) of Schedule 8 (Service Management) as amended from time to time;
“Major Incident Plan”	means the plan for managing a Major Incident as developed by the Service Provider in accordance with the requirements set out in Schedule 8 (Service Management);
“Material(s)”	shall have the meaning given in Clause 22.1.2 but excludes any Authority Assets;
“Milestone”	an event which is the completion of one or more specified activities;
“Non-Compliance Certificate”	shall have the meaning given in paragraph 2.4.3.3 of Schedule 3 (Transition);
“Notice”	shall have the meaning given in Clause 33.3;
“Parent Company Guarantee”	where the same has been required by the

	Authority in relation to this Contract, a guarantee by a Holding Company or other person approved in writing by the Authority of the Service Provider's pursuant to this Call-Off Contract;
"Parties"	the Authority and the Service Provider (including their successors and permitted assignees) and "Party" shall mean either of them as the case may be;
"Period"	means each period typically of twenty eight (28) days within the Authority financial calendar as set out in Appendix 1 of Schedule 1 (Key Contract Information) or otherwise supplied by the Authority from time to time;
"Performance Bond"	where the same has been required by the Authority in relation to this Agreement, a performance bond in the form provided in the Framework Agreement or such other form as has been approved by the Authority from time and (where applicable) includes any replacement bond provided by the Service Provider pursuant to Clause 12;
"Post-Transition Phase"	shall have the meaning set out in paragraph 2.1.1.3 of Schedule 3 (Transition);
"Pre-Transition Phase"	shall have the meaning set out in paragraph 2.1.1.1 of Schedule 3 (Transition);
"Process Document(s)"	has the meaning given at paragraph 2.1.1 of Schedule 4 (Service Scope Specification);
"Procurement Regulations"	a reference to the Procurement Regulations in clause 38 shall be interpreted in a manner which is consistent with a decision of a court that the Utilities Contracts Regulations 2006 SI 2006/6 (as amended from time to time), or the regulations implementing Directive 2014/25/EU in England, Wales & Northern Ireland (as amended from time to time), apply to this Contract;
"the Products"	all Documents, drawings, hardware, computer software and any other work prepared or developed by or on behalf of the Service Provider specifically for the Authority in the provision of the Services;
"Public Procurement Termination Event"	the Authority exercises its right to terminate the Contract in one or more of the circumstances described in the regulations

	implementing Directive 2014/25/EU in England, Wales & Northern Ireland (as amended from time to time) and which has circumstances similar to any of the circumstances described in Article 90 of the Directive 2014/25/EU;
“Proposed Variation”	a Variation issued by the Authority where the preparation and agreement of the Service Provider’s proposal occurs prior to the implementation of the Variation;
“Proposed Variation Notice”	shall have the meaning given to it in Schedule 9 (Form of Variation);
“Proprietary Tools”	a tool, system, piece of software, software licence or equipment (a "tool") which in accordance with this Contract is not to be made available on handback to a Successor Operator;
“Qualified Compliance Certificate”	shall have the meaning given in paragraph 2.4.3.2 of Schedule 3 (Transition);
“Rating Agency”	means Standard & Poor’s Rating Services, a division of the McGraw-Hill Companies Inc., and its successors (“S&P”) or Fitch Ratings Limited and its successors (“Fitch”) or Moody’s Investors Services Limited, and its successors (“Moody’s”);
“Records”	shall have the meaning given in Clause 24.1.1;
“Regulatory Bodies”	means those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Authority Group and "Regulatory Body" shall be construed accordingly;
“Relevant Protected Characteristic”	shall have the meaning given to in Clause 20.1.4;
“Required Variation”	a Variation issued by the Authority where the Service Provider is required to proceed with the implementation of the Variation in parallel to the preparation and agreement of a Service Provider’s proposal in respect of that Variation;
“Required Variation Notice”	shall have the meaning given to it in

"Required Variation Settlement Notice"	Schedule 9 (Form of Variation); a notice issued by the Authority pursuant to paragraph 5.4 of Schedule 9 (Form of Variation);
"Retention Period"	shall have the meaning given in Clause 24.1.2;
"SCD Long Stop Date"	subject to any extension in accordance with Clause 50 (Authority Events), shall have the meaning given in the table in paragraph 2.5 of Schedule 3 (Transition);
"Senior Personnel"	shall have the meaning given in Clause 33.2;
"Service Bonus"	means a measure of the addition to the Charges due to the Service Provider's performance bettering the specified Service Level and/or other performance criteria;
"Service Credit"	means a measure of the reduction to the Charges due to the Service Provider's performance failing to meet the specified Service Level and/or other performance criteria;
"Service Commencement Date"	the date for commencement of the first phase of the Services (as the case may be) as set out in Schedule 1 (Key Contract Information) or, if later the actual date on which responsibility for the provision of any part of the Services transfers to the Service Provider in accordance with Schedule 3 (Transition);
"Service Dependencies"	the dependencies that the Service Provider has on the Authority in the performance of the Services as identified at Appendix 1 of Schedule 2 (Overview of the Contract) as amended by agreement in writing from time to time
"Service Levels"	shall have the meaning given in Clause 5.1;
"Service Performance Report"	means the report of that name as described in Schedule 8 (Service Management);
"Service Provider Confidential Information"	shall have the meaning given in Clause 31.8;
"Service Provider Equipment"	the equipment and materials of whatsoever nature used by the Service Provider in providing the Services which do not themselves form part of the Services and in which title is not intended to pass to the Authority under the Contract (including the

“Service Provider Group”	Proprietary Tools) but excluding any Authority Assets;
“Service Provider Contract Manager”	the Service Provider in its own right and as holding company of all its subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together with each Holding Company of the Service Provider and any subsidiaries (as so defined) of any such Holding Company and reference to any “member of the Service Provider Group” shall refer to the Service Provider, any such Holding Company or any such subsidiary;
“Service Provider Incident Manager”	as defined in Clause 13.3. This role is designated as Key Personnel;
“Service Provider Personnel”	as defined in Clause 13.5. This role is designated as Key Personnel;
“Service Provider Proposal Notice”	all such persons, including (without limitation) employees, officers, suppliers, sub-contractors and agents of the Service Provider, as are engaged in the performance of any of the Services and including the Key Personnel;
“Service Provider Response”	shall have the meaning given to it in Schedule 9 (Form of Variation);
“Service Review Meeting”	shall have the meaning given to it in Schedule 9 (Form of Variation);
“Services”	has the meaning given in Schedule 8 (Service Management);
	<p>subject to Clause 34.9:-</p> <p>a) all or any part of the services to be provided to, or activities to be undertaken and completed for, the Authority by the Service Provider under the Contract including those detailed in Schedule 3 (Transition), Schedule 4 (Service Scope Specification), Schedule 8 (Service Management) and Schedule 11 (Handback), including any Variations to such services or activities pursuant to Clause 41; and</p> <p>b) any services, functions or responsibilities which may be reasonably regarded as incidental to the foregoing services or activities and which may be reasonably inferred from the Contract;</p>

“Specification”	the specification and other requirements set out in Schedule 4 (Service Scope Specification);
“Submission Period”	shall have the meaning given in paragraph 2.4.16.1 of Schedule 3 (Transition);
“Successor Operator(s)”	any person engaged by, or which may be engaged by, any member of the Authority Group, in its absolute discretion, in order to provide the Services (or parts thereof) or services and/or systems which replace the Services (or parts thereof), which may be the Authority or a member of the Authority Group where the Authority so determines;
“Successor Plan”	shall have the meaning given in Clause 36.4;
“Term”	the period during which the Contract continues in force as provided in Clause 2 (Commencement and Duration);
“TfL”	Transport for London, a statutory corporation established under the Greater London Authority Act 1999 (including its successors);
“TfL Assurance Audit Programme”	shall mean the programme described and developed in accordance with paragraph 3 of Schedule 14 (Assurance);
“Third Party”	any person or entity which is not a Party to this Contract, including without limitation any government body, but excluding any member of the Authority Group;
“Third Party Act”	shall have the meaning given in Clause 40.1;
“Training Plan”	shall have the meaning given in paragraph 3.1.1 of Schedule 5 (Training);
“Training Programme”	shall have the meaning given in paragraph 3.2.1 of Schedule 5 (Training);
“Training Log”	shall have the meaning given in paragraph 3.3.1 of Schedule 5 (Training);
“Transition”	means the transition of services from the Existing Services Provider to the Service Provider in accordance with Schedule 3 (Transition);
“Transition Dependencies”	means the Transition Dependencies described in paragraph 7.2 of Schedule 3 (Transition);
“Transition Governance Group”	means the group of that name described in