



Professional Services Short Form Agreement

between

Crossrail International Limited

and

MAP Project Management Limited

Contract No: CRI-CN-0005

Contract Title: Consultancy Services

Articles of Agreement

This contract is made on 1/7/18 (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) **MAR PROJECT MANAGEMENT LIMITED** [REDACTED]

Whereas the Company wishes to procure, and the Supplier has agreed to provide, specialist consultancy services in relation to the initiation, setup, delivery, audit and bringing into service metro systems and other infrastructure projects for international clients as detailed in the Contract Schedule and detailed in subsequent Service Orders.

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 Consultant to provide the Services and the Consultant agrees to provide the Services subject to and in accordance with the provisions of this Contract.
3. In consideration of the Consultant providing the Services in accordance with the provisions of this Contract, the Company agrees to pay the Consultant the Fee and any other amounts due to the Consultant as prescribed by this Contract

Signed by:

Name: _____

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

Signed by:

Name: _____

For and on behalf of **MAP Project Management Limited**

Contract Schedule

1. This Contract shall commence on 1st July 2018 ("Commencement Date")
2. Subject to 3, this Contract shall expire at close of business on 31st December 2018 (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 twelve months upon written notice no later than one month prior to the Expiry Date by the Company to the Consultant or may otherwise be revised to another date by the written agreement of the parties to the Contract.
4. The following general Services are requested by the Company to be provided pursuant to subsequent individual Service Orders that wish to draw from the experience and lessons learnt from the delivery of the Crossrail Programme to further raise the bar of industry best practice on
 - Project, Programme and commercial organisational matters in respect of metro schemes globally
 - Complex planning support
 - Interface management issues
 - Strategic Design Management
 - Development and implementation of governance systems and controls
 - 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 agreement
5. Consultant's Obligations. The Consultant shall provide the Services at the offices of the Company or in such locations as the Company and Client shall reasonably request.
The Consultant shall comply with the Company's anti-corruption, anti-bribery and other related procedures at all times.

6. The Fee payable by the Company to the Consultant 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.

	Daily Rate (based on an 8 hour day)	
Director		
Principal Consultant		
Senior Consultant		
Consultant		
Assistant		
Graduate		
Technical Expert		

7. Insurances (Conditions of Contract clause 14): The Consultant 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

8. Representatives

Company Representative:

Senior Official: Paul Dyson

Consultant Representative:

Director: Patrick tenHave

Appendix 1 – Policies

Drugs and Alcohol Policy

The below Policies are referenced in Clause 16 of the Conditions of Contract

1.0 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

1.1 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).

1.2 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 manufacture) and where your safety or others is not at risk.

1.3 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 please notify CRI.

Alcohol

1.4 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.

1.5 Employees must not consume alcohol at any time whilst on work premises unless specifically sanctioned by a CRI representative or in the course of conducting official CRI business.

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

1.7 When carrying out official duties away from CRI locations, staff is subject to the restrictions of the host premises.

Travel and Expenses Policy

Business Travel and Expenses Policy

Revision	Prepared / Effective Date:	Author:	Reviewed by:	Approved by:	Reason for Issue
1.0	14.05.18	C. Pope	M. Brown		
2.0	26.07.18	Melissa Brown	M. Brown		

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1 Introduction

Crossrail International Limited will reimburse you for any reasonable business expenses incurred in the performance of your role and within the boundaries set out within this document.

Before arranging travel or incurring expenses value for money should be considered and written approval must be obtained from an Executive Director at Crossrail International Limited.

This policy shall apply without exception to all Crossrail International (CRI) employees, secondees and contractors/consultants. Where those covered wish to upgrade themselves by a travel class they are able to do so and should do so following the booking being made by the company.

2 Timing

Expense claims must be submitted within 14 days of completion of the trip or piece of work. There should only be one expense claim submitted per service order unless otherwise agreed with the Commission Manager.

Expense claims will be paid during the next payment run (currently on a monthly basis).

3 How to claim

The expense claim form must be completed (shown at Appendix 2). This must include full explanation and rationale for the claim.

Relevant VAT receipts must be attached, which are essential to demonstrate to the Inland Revenue that the expenses are properly incurred for business purposes. The only exceptions to this are for car and motorbike mileage claims. Credit card receipts cannot be accepted.

The completed form should be provided to CRI Finance for processing and approval.

Where applicable, CRI will apply the exchange rate as provided by HMRC for the start of the trip unless receipts provided include an exchange rate, in which case this rate will be used.

4 Travel expenses

4.1 Rail travel

Rail travel should be standard class tickets for business travel. With prior agreement these can be reclaimed via expenses if permissible or booked by the central team. A VAT receipt and/or the ticket must be attached as proof of purchase.

4.1 Air/Sea travel

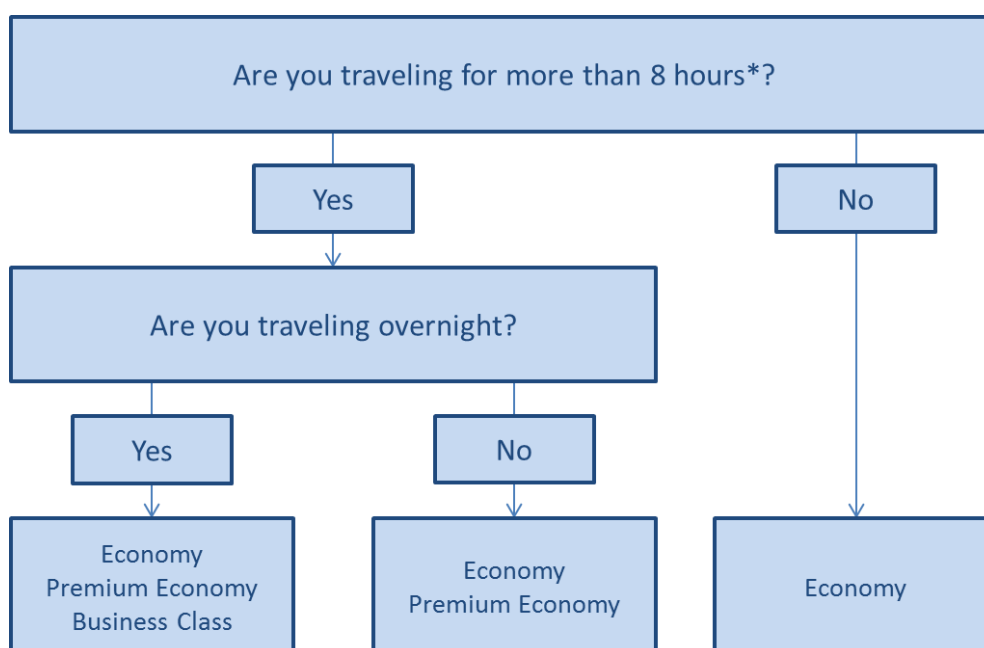
All travel outside of the UK must be approved in advance by the Managing Director. Airline tickets will be standard class for all short haul European flights. Long haul flights exceeding eight hours can be upgraded to Premium Economy or Business Class but specific agreement is required from the Managing Director.

Crossrail International Flight Policy

For Crossrail International overseas trips a proforma must be completed in advance of the trip. See Appendix 1.

Flights should not be booked prior to approval

Employees should take a pragmatic view.



* If one leg of a return journey is more than 8 hours then both legs should be classified as over 8 hours.

4.1.1 Flights under 8 hours

The CRI policy is that all overseas air journeys under 8 hours must be economy class with limited exceptions. This is a requirement within the public sector.

4.1.2 Flights over 8 hours

The CRI policy is that flights over 8 hours “will be economy, premium economy or business class”.

- Flights over 8 hours which are day time flights (classified as arriving before 2200 in country) shall only be economy or premium economy class flights.
- Flights that are over 8 hours which are classed as overnight flights (departing London after 1900) may be business class to allow employees increased comfort and an increased opportunity for rest and preparation for busy agendas in country with the agreement of the Managing Director

Travel to and from airports should be by public transport and represent value for money. Where airlines offer a chauffeur service free of charge for flights in business class these may be taken. Exception from this rule should be discussed with the Managing Director before travelling and you are responsible for putting your own case to them.

4.1.3 Exceptions to the Policy

Written permission from the Managing Director (MD), must be obtained prior to flying business class or premium economy on flights below 8 hours using the standard template found in Appendix 1

When approving business class or premium economy flights below 8 hours, the MD will need to consider:

- If attendance, for instance at a meeting, is really necessary or if the Company's position can be fed in through another method such as a separate meeting on an alternative date or via video conferencing?
- Could the meeting or event be re-scheduled?
- Is the requirement to travel at short notice genuine or due to poor planning?
- Does the individual have to work on arrival after an overnight flight or can they schedule an overnight stay or rest period?
- Temporary or permanent disability

4.1.4 Subsidised Flights

Where Crossrail International is invited to attend a conference or event and the organiser is paying for flights, Crossrail International will book flights according to its own flight class policy and will be reimbursed by the organiser for the class of flight that they offer.

Crossrail International will therefore pay the difference between classes if applicable.

If travellers wish to self-fund an upgrade to a travel class for a flight they should advise the CRI before the booking is made. CRI will obtain a price for that flight and for the desired class of travel. The traveller should then advise what they wish to do. CRI will book the class of travel desired and invoice the individual for any difference in cost between the CRI travel policy and the desired class

4.1.5 Airline Frequent Flier Programs

Benefits accrued as a result of official travel (for instance 'Air Miles') must not be used for personal travel but can be used to offset the cost of future official journeys. Participation in these programmes must not influence flight selection, which would result in an increase of airfare beyond the lowest logical airfare for that trip.

4.1.6 Extension to Travel Period

Where employees /secondees and contractors/consultants wish to extend the duration of a trip for personal reasons they may do so as long as the flight cost does not exceed the cost of the flight combination that would have been taken had the trip been purely for business reasons. Where the extension is more expensive, the employee must cover the difference in cost. Any time taken in country as extension must be taken as annual leave and should be agreed by managers in the normal way.

5 Taxis

Public transport should be taken wherever possible when on official business although there may be occasions when a taxi is necessary or sensible. These might include:

- When speed is a business necessity
- Confidential papers being carried
- Group travel where a taxi may be a cost effective option
- Locations where public transport is unavailable, or very inconvenient
- When you are carrying heavy luggage
- When you feel unsafe using public transport
- After a late evening award dinner where you are representing Crossrail International

You can claim reimbursement for taxis using the expense claim form providing a receipt is obtained as proof of purchase. If a taxi journey includes your home address please ensure that this is clearly identified Expenditure on taxis should be explained in any expense forms.

Travel to and from airports should be by public transport and represent value for money. Where airlines offer a chauffeur service free of charge for flights in business class these may be taken.

6 Overnight Accommodation

6.1 The link below shows the allowable expense rates:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/359797/2014_Worldwide_subsidence_rates.pdf

6.2 Hotels

- Hotels should be booked within the allowable expense rates and travellers should note the FCO rates for breakfast if considering booking options without breakfast. Where possible the room rate should include breakfast
- The Company will cover the cost of bed and breakfast in a hotel of an appropriate standard to enable you to carry out your work effectively, generally equivalent to a 3 star rating. This will normally provide for at least an en-suite bathroom, tea/coffee making facilities, a television and telephone in the room.
- Hotels are paid in advance and travellers should question any demand for payment on arrival. Confirmation is sent by fax/email to the hotels who retain this but often upon arrival travellers are asked to pay again
- You may reclaim telephone calls made for business purposes but this must be supported by an itemised bill or invoice.
- You may also claim other expenditure that is wholly, necessarily and exclusively incurred for business purposes e.g. photocopy costs. Personal calls cannot be reclaimed

7 Meals whilst away on CRI Business

You can claim reimbursement for the cost of meals but not alcohol even if consumed with meals when you are away on official business. All claims must be supported by VAT receipts.

8 Other expenses

You can be reimbursed for expenses where they have been incurred **wholly, necessarily and exclusively for carrying out of Company business**. It is expected that wherever possible, these should be planned expenditure prior to the costs being incurred. VAT receipts must accompany all claims.

8.1 Telephone Calls

It may sometimes be necessary for you to make business telephone calls from your own home or mobile telephone. It is possible to claim back the cost of calls plus VAT providing that any claim is substantiated with an itemised telephone bill. You cannot claim for any line rental.

9 Tips

- Always ask for a VAT receipt where available
- Keep hold of all your receipts – itemised bills and proof of payment (the former as a priority)
- Take an electronic copy of the expense form with you and complete when there if possible, this will help speed up reimbursement on return
- Inform your mobile and laptop providers that you're going overseas
- Check VISA requirements (especially if traveling through the USA)

APPENDIX 1

Director (or equivalent) Approval of Business Class or Premium Economy Travel for flights of less than 8 hour duration

Complete parts A and part B or C

Part A - Employee Details

Surname:	First name:
Pay band:	DG group or business unit:
Phone:	Directorate:

Part B - Pre-Travel Director Authorisation

I need to travel business class/premium economy (delete as applicable) on a flight under 8 hours.

Starting location:	End location:	via:
Date of travel:	Return date of travel:	

The reason for requesting business class/premium economy travel under 8 hours is:

Business class/Premium economy cost: Economy class cost: Difference:

I approve the request to travel business class/premium economy on this occasion.

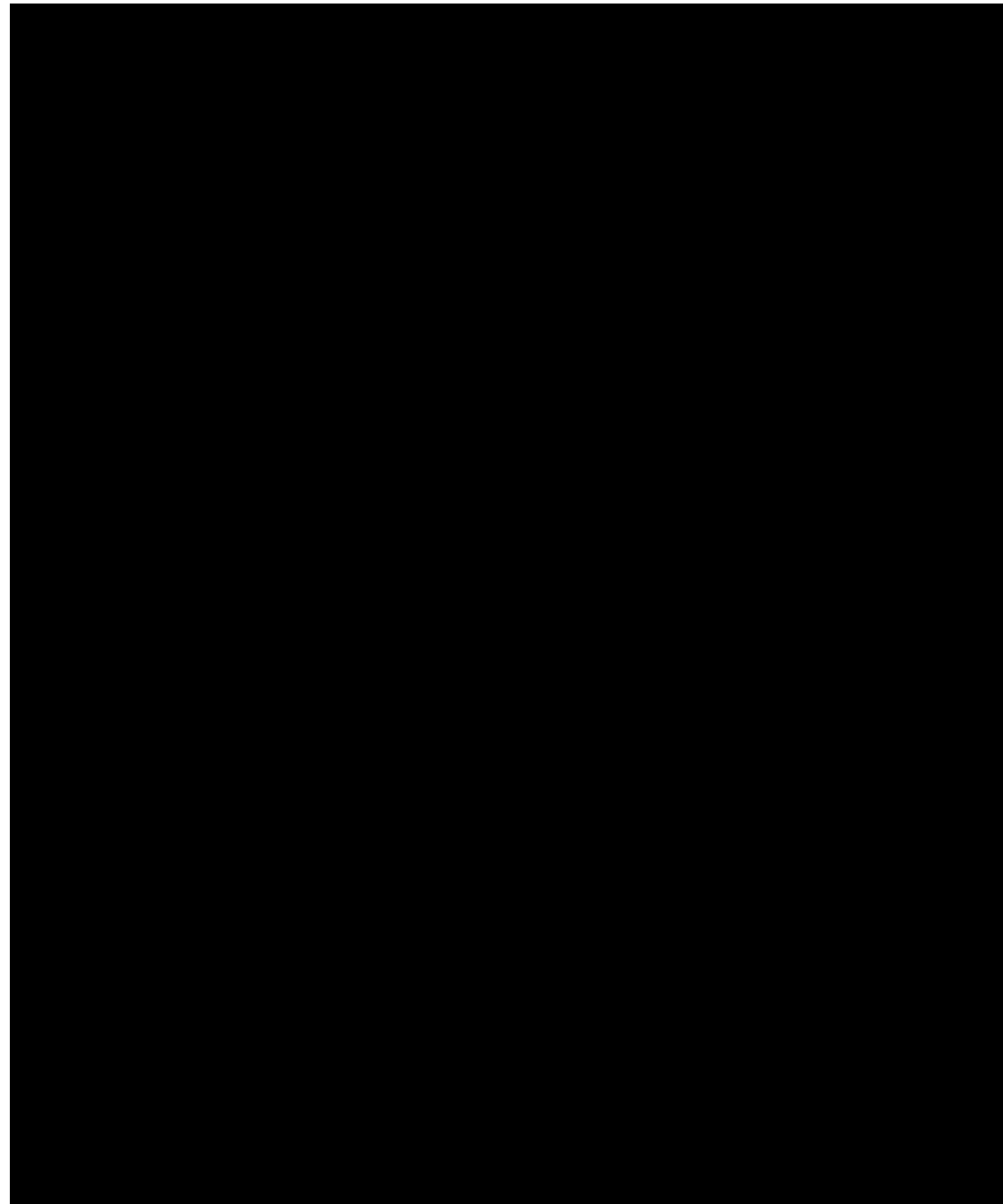
Name of Director (or equivalent):

Signature of Director (or equivalent): _____

Date of approval:

APPENDIX 2: Expense Claim Form format shown on following page; this should be completed in ExCel (the template is provided by email)

EXPENSES CLAIM



Appendix 2 - Conditions of contract

Any reference in this Contract to the Consultant shall, to the extent necessary, also be deemed to be a reference to the Consultant's employees, agents and sub-consultants used by the Consultant 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
Confidential Information	(a) Any unpublished financial information (such as management accounts and costs analyses); (b) Details of the Company's actual or potential customers or employees or officers or agents or Consultants; (c) Any terms of business negotiated between the Company and its actual or potential customers, Consultants, distributors or employees or officers or agents or Consultants; (d) The results of the Company's research and development (including any processes, inventions or designs); (e) Details of any new products or services to be launched by the Company;
Fee	As specified in the Contract Schedule and/or Service Order
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 Consultant
Service Order	A service order in the form set out in Appendix 3
Services	As defined in the Articles of Agreement and described in more detail in any subsequent Service Orders
Consultant	The entity named as the Consultant 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 Consultant 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 Consultant shall not commence work until it is in receipt of a Service Order signed by both Parties. Any work undertaken by the Consultant 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 Consultant's risk and the Company shall be under no obligation to pay or reimburse the Consultant for any costs so incurred.
3. Where the Consultant 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 Consultant 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 Consultant 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 Consultant has failed to perform the whole or any part of the Services in accordance with the requirements of this Contract the Consultant 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 Consultant shall ensure that the persons named as Key Persons in the Service Order (if any) are engaged in the provision of the Services. The Consultant 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. No additional charge will be made for any handover period, and the Consultant remains responsible for Services performed on its behalf.

Conflicts of Interest

7. The Consultant agrees that before undertaking any work for a third party which may, because of the nature of such work, cause a conflict between such work and the Services to be provided under this Agreement, or, if the Company requests The Consultant to undertake work which may cause a conflict with work he/she is doing or has agreed to do for a third party, he/she will disclose that conflict to the Company

Standard of Services:

8. In carrying out the Services the Consultant 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 Consultant 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 Consultant under this Contract.
9. The Consultant 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).
10. The Consultant shall obey all lawful and reasonable directions of the Company and shall endeavour to promote the interests of the Company

Restrictive Covenant

11. The Consultant undertakes with the Company that he/she shall not, without the prior written consent of the Company, either alone or with, through, for or on behalf of any other person and whether as principal, agent, employee, investor or otherwise:
 - a) for the period of 3 months from the date of termination of this Agreement the Consultant shall not, directly or indirectly, canvass or solicit the custom of any

relevant Client / customer of the Company that the Consultant has gained knowledge of whether directly or indirectly during their time providing services to the Company. For clarification this does not restrict or limit the Consultant to their right to work in their chosen profession.

- b) at any time from the date of termination of this Agreement under clause 47 without the express permission of the Company to represent or hold himself/herself out to be in any way connected with or interested in the business of the Company; or
- c) at any time from the date of termination of this Agreement under clause 41 use the name of the Company or any company within its group or any name resembling it or capable of confusion with it.

Enquiries:

- 12. The Consultant 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 Consultant.

Rectification of Errors and Omissions:

- 13. The Consultant 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 Consultant of any of its other obligations and/or liabilities that may exist under the Contract.

Force Majeure:

- 14. 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.
- 15. If, as a result of a Force Majeure Event, the Consultant'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 Consultant.

16. Compliance:

The Consultant 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 Consultant shall be responsible for and shall indemnify the Company against any actions or claims against the Company which arise from the Consultant'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 Consultant 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 Consultant access to any of the Company's premises, systems or data; and
- c) the *Company's Drugs and Alcohol Policy* attached within Appendix 1 shall apply and shall apply such policy to all persons (including subcontractors and Consultants) 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 or as issued from time to time, shall apply and shall apply such policy to all persons (including subcontractors and Consultants) engaged in providing the Services.

Any reference in this Contract to any enactment, order, regulation or other similar instrument references the enactment, order, regulation or instrument (including any EU instrument) as amended, replaced consolidated or re-enacted.

Any reference in this Contract to laws includes any applicable legislation, judgments of a relevant court of law changing a binding precedent and any Act of Parliament or subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, any exercise of the Royal Prerogative, and any enforceable community right within the meaning of Section 2 of the European Communities Act 1972, in each case in the United Kingdom.

Failure to comply with the requirements of this clause 16 shall be considered to constitute a material breach.

Status

17. The relationship governed by a Contract is neither that of agent-principal, nor that of employer-employee; no person providing Services will be the employee of the Client.

18. It is hereby agreed and declared by both the Consultant and the Company that the Consultant is self-employed in business of his/her own account and as such is not an employee of the Company, and that the agreement herein contained does not constitute a

contract of employment for the purposes of the Employment Rights Act 1996, for the payment of income tax or national insurance contributions or for any other purpose whatsoever. Nothing in this Agreement is intended by the parties to render The Consultant (or any of his/her employees, agents or subcontractors) an employee, officer, worker or agent of the Company and The Consultant will not hold themselves out and will procure that his/her employees, agents and subcontractors do not hold themselves out as such.

19. The Consultant acknowledges and agrees that he/she is not entitled to benefit from or participate in any policies, schemes or arrangements which exist for the benefit of employees of the Company.
20. This Agreement embodies and sets forth the entire agreement and understanding of the parties and supersedes all prior oral or written agreements understandings or arrangements relating to the provision of the Services by The Consultant.
21. This Agreement shall not be amended, modified, varied or supplemented except in writing signed by duly authorised representatives of the parties.

Insurance Requirements:

22. The Consultant 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.
23. For each class of insurance the Consultant 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 Consultant shall advise the Company at any time if for any reason the Consultant's insurance ceases to be effective.

Payment for Provision of Services:

24. The Company shall pay the Consultant 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 Consultant 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 Consultant's entire remuneration under this Contract.

Payment against Invoices:

25. The Consultant 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 Service Order) specifying the Fee considered by the Consultant 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.

26. Invoices shall be accompanied by such supporting information as the Company may require (including authorised time sheets, expense claim forms where applicable in relation to the provision of the Services during a weekly period from Monday to Sunday 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 'Melissa Brown - Accounts Payable' melissabrown@crossrail-international.co.uk. The invoice shall be supported by full documentation, receipts, etc to substantiate all sums claimed and hours worked.
27. The Company shall pay to the Consultant 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.
28. The Consultant 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 Consultant shall submit the expense claim form for authorised expenses with their invoice as per clause 26. within seven days after the end of each month in which those expenses were incurred

Non-Disclosure of Information:

29. The Consultant 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, Consultants, software, telecommunications, networks, know-how and personnel. The Consultant 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:

30. All records shall be maintained and stored on the Company's system (Office 365). The Consultant will be required to ensure that a complete and correct set of records pertaining to all activities relating to the performance of the Services and the Consultant's obligations under this Contract and all transactions entered into by the Consultant for the purposes of the Contract (including timesheets for the Consultant's personnel where relevant to the calculation of the Fee). Other than as required in order to undertake the services the Consultant 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 Consultant's 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:

31. The Consultant 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:

32. Any and all Intellectual Property Rights developed under this Contract or arising from the provision of the Services by the Consultant 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 Consultant 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.
33. Where for any reason the Intellectual Property Rights described in Clause 25 can not be vested in the Company, the Consultant 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 Consultant 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.
34. The Company grants to the Consultant 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 Consultant to provide the Services. Any such licence is granted for the term of this Contract solely to enable the Consultant to comply with its obligations under the Contract.
35. The Consultant warrants that the provision by the Consultant 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 Consultant or its sub-contractors in relation thereto) shall not infringe any Intellectual Property Rights of any person.
36. The Consultant 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 Consultant 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 Consultant.

37. The Parties agree that all source code, object code and all other data produced by the Consultant 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 Consultant 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:

38. The Consultant 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 Consultant's breach of those rights.

Personal Data:

39. The Consultant shall procure that its staff consent to the Company holding and processing personal data relating to its staff, for legal, administrative and management purposes.
40. The Consultant 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 Consultant 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)).
41. The Consultant 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.
42. The Consultant 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.
43. The Consultant 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

44. The Consultant 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 Consultant and/or the Services and/or this Contract without consulting or obtaining consent from the Consultant.

Disruption to existing Operational Software and Systems:

45. The Consultant 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 Consultant.

Suspension of Services:

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

Contract Termination:

47. This Contract may be terminated: -

- a) by either party at any time by giving to the Consultant not less than one month's prior written notice; or
 - i) On such termination the Consultant shall make himself/ herself available on reasonable notice from the Company and at reasonable times provided by the Company to answer any questions that the Company may have in connection with the Services
- b) by the Company at any time (and without prejudice to any rights or claims it may have against the Consultant) by notice and with immediate effect and without any liability to pay any compensation or damages if the Consultant 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 Consultant 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 Consultant. Any delay by the Company in exercising this right to terminate shall not be a waiver thereof.

48. Upon termination or expiry of this Contract for any reason, the Consultant 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 Consultant 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 Consultant by the Company for the purposes of the Contract, including the Company's data and Company Personal Data, and the Consultant shall certify that no copies of such information or data have been retained; and
- c) deliver up to the Company during the notice period all property belonging to the Company.
- d) 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 Consultant is the proprietor by a mutually agreed date, including the purging of all disk-based information and the reformatting of all disks.

No Partnership:

49. Neither the Company nor the Consultant 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 Consultant and for the avoidance of doubt the Consultant agrees and acknowledges that it shall at all times be an independent contractor of the Company.

50. The Consultant 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 Consultant'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 Consultant 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 Consultant:

- 51. The Company is reliant upon the Consultant'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 Consultant in connection with the provision of the Services and the Consultant 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:

- 52. No part of this Contract shall be varied other than by written agreement signed by both Parties.
- 53. 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 Consultant, the expected impact of the change on performance, time and cost. Any such notification from the Company may request that the Consultant 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 Consultant.

Audit Access:

- 54. The performance and delivery of the Services and the quality standards applied by the Consultant 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 Consultant (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 Consultant to produce such oral or written explanation as is reasonably considered necessary.

No Authority to Bind the Company:

55. The Consultant 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;

56. The Consultant and the Company acknowledge and agree with each other that:
- a) this Contract constitutes the entire and only agreement between the Consultant and the Company relating to the subject matter of this Contract and the Consultant'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:

57. 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.
58. 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.
59. 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 57 to 59 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.

60. Performance of the Contract shall continue during discussions, adjudication or court proceedings pursuant to the settlement of a Dispute.

Severability:

61. 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:

62. 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

63. 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 Consultant's prior written consent.

Applicable Law:

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

Jurisdiction:

65. 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.



SERVICE ORDER

Date: []

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

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

Services required
[Either: a) <i>include elements of the Services (as already described in the Scope) which are required under this Service Order</i> b) <i>set out the additional Services which are required as a variation to the Scope</i>
Programme
<i>[Insert dates required for completion/ milestones etc]</i>
Other applicable requirements
<i>[If there are any quality requirements, SLAs etc which apply in addition to those stated in the Scope, specify those here]</i>

Fee and Payment
<i>[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]</i>
Maximum Value of Service Order
The maximum amount of Fee payable under this Service Order is <i>[state maximum anticipated Fee. If this is exceeded at any point, a new Service Order is required.]</i>

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 Consultant]**