

**Dated**

14 December

**2023**

**TRANSPORT FOR LONDON**

**SOPRA STERIA LIMITED**

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**FRAMEWORK AGREEMENT**

**for an innovation  
collaboration framework**

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This Agreement is made on

14 December 2023

**Between**

- (1) **TRANSPORT FOR LONDON** of 5 Endeavour Square, London E20 1JN (**TfL**); and
- (2) **SOPRA STERIA LIMITED** (No. 04077975) whose registered office is at Three Cherry Trees Lane, Hemel Hempstead, Hertfordshire, HP2 7AH (**Partner**),

TfL and the Partner each being a **Party** and together the **Parties**.

**Whereas**

- (A) TfL wishes to engage suppliers to develop proposals for addressing particular innovation requirements it may have in relation to TfL's Healthy Streets and Healthy People/A Good Public Transport Experience initiative, including as described in the Specification.
- (B) On 10 October 2022, TfL advertised on Find a Tender (FTS reference 2022/S 000-028476 and TfL reference tfl\_scp\_002174), inviting prospective suppliers to submit proposals to be part of the framework, under which TfL will call-off contracts in relation to a particular innovation requirement.
- (C) The Partner holds itself out as an expert in innovation, research and development, including in relation to the activities described in its Research and Development Roadmap, and TfL is entering into this Agreement in reliance on such fact.
- (D) On the basis of the Partner's response to the advertisement and a subsequent tender process, TfL selected the Partner to be part of the framework.
- (E) The Parties have agreed to contract with each other in accordance with this Agreement.

**It is agreed**

**PART 1: PRELIMINARY**

**1 Definitions and Interpretation**

- 1.1 In this Agreement, unless otherwise provided or the context otherwise requires, capitalised expressions shall have the following meanings:

**Absolute Change in Law** means a Change in Law which renders some or all of the activities of a Party in connection with this Agreement illegal or unlawful and no action of that Party (such as obtaining a Consent or varying its activities) can remedy this;

**Approved Replacement Partner** means a Replacement Partner whose appointment has not been objected to by the Partner in accordance with clause 11.4 within ten (10) Business Days of TfL's written notice;

**Assessment Process** means the process set out in Schedule 19 (Bonds and Guarantees);

**Backstop Date** is defined in clause 30.4;

**Business Day** means any day other than a Saturday, Sunday or public holiday in England and Wales;

**Call-Off Conditions** means the terms set out in Schedule 6 (Call-Off Conditions);

**Call-Off Contract** has the meaning given in the Call-Off Conditions;

**Call-Off Particulars** has the meaning given in a particular Call-Off Contract;

**Call-Off Procedure** has the meaning given in the Phase 1 Call-Off Procedure;

**Call-Off Suspension Event** is defined in the Phase 1 Call-Off Procedure;

**Call-Off Term** has the meaning given in a particular Call-Off Contract;

**Change in Law** means the coming into effect of a new Law or a change in Law or a fundamental change in the judicial interpretation of Law after the Effective Date which affects the Deliverables, the Prices (excluding any such change in relation to an impact of Coronavirus), and/or TfL or the business of any TfL Party (excluding any such change in relation to an impact of Coronavirus);

**Change Procedure** means the procedure set out in Schedule 13 (Contract Change Procedure);

**Claim** means any written claim received by, or proceeding made, brought or threatened against an Indemnified Party from or by a third party that is likely to give rise to a claim by that Indemnified Party against the Indemnifying Party under an indemnity contained in this Agreement;

**Confidential Information** is defined in clause 16.1;

**Consents** means all permissions, consents, approvals, certificates, permits, licences and authorisations of any third party, Relevant Authority or owner of Intellectual Property Rights which are required for the Partner to perform its obligations;

**Control** has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of Control** shall be construed accordingly;

**Controller** has the meaning given under applicable Data Protection Law;

**Coronavirus** means severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);

**Cyber Security Liability Cap** means, if applicable, the amount specified in a particular Call-Off Contract;

**Data Protection Law** means any Law (or any other relevant law) relating to the processing, privacy, and use of Personal Data, as applicable to the Parties, including:

- (a) in the United Kingdom:
  - (i) the UK GDPR (as defined in the Data Protection Act 2018) and the Data Protection Act 2018, and/or any supplementary or replacement laws and regulation; and/or

- (ii) the Privacy and Electronic Communications (EC Directive) Regulations 2003, and any laws or regulations implementing Directive 2002/58/EC (**e-Privacy Directive**);
- (b) in member states of the European Union (**EU**): the General Data Protection Regulation (EU) 2016/679 (**GDPR**) and the e-Privacy Directive, and all relevant EU and EEA member state laws or regulations giving effect to or corresponding with any of them;
- (c) any other laws relating to the processing, privacy and use of Personal Data in any other territory as applicable to any Party; and
- (d) any judicial or administrative interpretation of any of the above, any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant Supervisory Authority (as defined in the GDPR);

**Day** means a calendar day;

**Default** means any breach of the relevant Party's obligations (including abandonment of this Agreement in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission or negligence:

- (a) in the case of TfL, of its employees, servants, agents; or
- (b) in the case of the Partner, of any Partner Party,

in connection with or in relation to the subject-matter of this Agreement and/or a Call-Off Contract and in respect of which such Party is liable to the other;

**Deliverables** has the meaning given in a particular Call-Off Contract;

**Deliverables IPR** is defined in clause 14.1(b), except as otherwise defined in a particular Call-Off Contract;

**Dispute** means any dispute arising out of or in connection with this Agreement and/or a Call-Off Contract (including in relation to any non-contractual obligations);

**Effective Date** means the date the Agreement has been signed by both Parties;

**EIR** means the Environmental Information Regulations 2004, all related regulations, any subordinate legislation made under them, any amendment or re-enactment of any of them, case law, and any related regulatory codes of practice and guidance issued from time to time, including from the ICO;

**End Date** means the Expiry Date or Termination Date (as applicable);

**Expiry Date** means the 4th anniversary of the Effective Date, subject to clause 2.2;

**Extension Notice** means a Notice issued by TfL pursuant to clause 2.2;

**Financial Distress Event** is defined in Schedule 19 (Bonds and Guarantees);

**Framework Partner** means the Partner and any other partner appointed by TfL or any TfL Party under an agreement similar to this Agreement;

**Framework Representatives** means the Representatives and the representatives of the other Framework Partners;

**FOIA** means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation

**Force Majeure Event** means:

- (a) act of God
- (b) war, insurrection, riot, civil commotion, act or threat of terrorism
- (c) lightning, earthquake, fire, flood, storm or extreme weather condition
- (d) Absolute Change in Law
- (e) pandemic or epidemic (excluding Coronavirus) or
- (f) any other event or circumstance to the extent it is beyond the reasonable control of the relevant Party,

but excluding the following:

- (i) strikes, lockouts and industrial disputes affecting its workforce and/or the workforce of its Partners and/or sub-contractors
- (ii) any failure to secure a Partner or sub-contractor or any failure or default of a Partner or sub-contractor
- (iii) breakdown or failure of plant or machinery
- (iv) inability to obtain essential supplies or materials
- (v) changes in Law (other than Absolute Changes in Law)
- (vi) events and circumstances which ought to have been contemplated by the relevant Party taking into account the nature of the Deliverables or
- (vii) any impact of Coronavirus;

**GDPR Liability Cap** means, if applicable, the amount specified in a particular Call-Off Contract;

**Good Industry Practice** means using standards, practices and methods and procedures of operating (as practised in the United Kingdom) and conforming to Law and exercising that degree of skill, diligence, care, prudence and foresight which would reasonably and ordinarily be expected from time to time of a skilled and experienced provider engaged in a similar type of undertaking as that of the Partner under this Agreement (or any Partner Party) under the same or similar circumstances;

**Group** in respect of a person, means all of its **parent undertakings or subsidiary undertakings** (each term as defined in section 1162 Companies Act 2006 except that

references in that section to "**majority**" shall be replaced by reference to "25% or more") and any subsidiary undertakings of any such parent undertakings from time to time;

**Indemnified Party** means a Party with the benefit of an indemnity under this Agreement;

**Indemnifying Party** means a Party giving an indemnity under this Agreement;

**Information** means information (recorded in any form) relating to this Agreement or any Call-off Contract, its performance and/or the Deliverables, know-how and/or documents referenced or incorporated in this Agreement, held by TfL (or other entity on behalf of TfL) subject to the EIR or FOIA;

**Information Request** means any valid request to TfL under the EIR and/or FOIA for information (whether made in writing or orally);

**Initial Term** means four (4) years commencing on the Effective Date;

**Insolvent** means where a Party:

- (a) gives notice under section 84 Insolvency Act 1986 of, or proposes or passes a resolution for, its winding up
- (b) has a winding-up order made or a notice of striking off filed in respect of it, has an administration order or has a notice of appointment of an administrator filed in respect of it at any court, or applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986
- (c) proposes, makes or is subject to: (i) a company voluntary arrangement; (ii) a composition with its creditors generally; (iii) an application to a court of competent jurisdiction for protection from its creditors generally; or (iv) a scheme of arrangement under Part 26 Companies Act 2006, or commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors
- (d) has a receiver or a provisional liquidator appointed over any of its assets, undertaking or income, ceases to trade
- (e) is the subject of anything analogous to any of the foregoing under the laws of any applicable jurisdiction or
- (f) is the subject of any proceeding in any Member State of the European Union which is capable of recognition under the EC Regulation on Insolvency Proceedings (EC 1346/2000);

**Intellectual Property Rights** or **IPR** means all protected or unprotected intellectual and industrial property rights of any kind whatsoever including but not limited to patents, supplementary protection certificates, rights in Know How, registered trademarks, rights in trade or industrial secrets or confidential information, database rights, proposal for technical improvements, discoveries, procedures, including, but not limited to statistical models, algorithms, source programs, source code, machine readable code, object code, interfaces, images, data sets, as well as any associated interim results, domain names, registered designs, models, unregistered design rights, unregistered trademarks, rights to prevent passing off or

unfair competition and copyright (whether in drawings, plans, specifications, designs and computer software or otherwise), database rights, topography rights, any rights in any invention, discovery or process, and applications for and rights to apply for any of the foregoing, in each case in the United Kingdom and all other countries in the world and together with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions;

**Law** means any applicable law, statute, instrument, bye-law, regulation, order, regulatory policy, guidance, standard, code, approved document, rule (including any rule of court), directives or requirements of the UK Parliament, any of its devolved administrations, or other Relevant Authority, any applicable judgment of a relevant court or Relevant Authority which changes a binding precedent or any delegated or subordinate legislation or any notice of any Relevant Authority;

**Liability** means Losses arising out of or in connection with this Agreement, whether in contract, tort, misrepresentation, restitution, under statute or otherwise, howsoever caused including by negligence and/or arising from a breach of, or a failure to perform or defect or delay in performance of, any obligations under this Agreement;

**Liquidated Damages** means liquidated damages payable by the Partner to TfL in the circumstances and at the rate (if any) specified in a particular Call-Off Contract (if applicable);

**Losses** means costs (including legal costs on a full indemnity basis and costs of enforcement), expenses, liabilities (including any tax liability), injuries, losses, damages, claims, demands, proceedings and judgments, in each case whether direct or indirect, but subject to clause 18.2;

**Notice** means a written notice given under clause 29 and to **Notify** means to serve a Notice;

**Objectives** means TfL's objectives as described in the Specification

**Open Book Accounting** means the disclosure by the Partner of all material data and information which relate to the performance of the Partner's obligations under this Agreement and/or each Call-Off Contract including staff costs, resources used, valuations, cost variations, profit margins, payment mechanisms, budget planning, defaults, claims, insurance, recovery of costs, administration and overhead costs, payments to sub-contractors and suppliers, transactions with intragroup and related parties, corporate overheads and the basis of such charges, capital expenditure, income from third parties and any other matter which is reasonably incidental to the performance of the Partner's obligations under this Agreement and/or each Call-Off Contract provided always that such information shall at all times be prepared and maintained in accordance with appropriate accounting practices (in accordance with Good Industry Practice);

**Partner Agreement Liability Cap** [REDACTED]

**Partner Background IPR** means any Intellectual Property owned by or licenced to the Partner before the Effective Date but which is not created expressly for or paid for by TfL; and/or which arises (or in the case of a licence commences) on or after the Effective Date other than in the course of or in connection with the Deliverables;

**Partner Call-Off Contract Liability Cap** means, unless otherwise stated in the Call-Off Contract:

(a) in respect of Phase 1, [REDACTED]

- (b) in respect of Phase 2, [REDACTED] Prices paid to the Partner and the Prices which are due to be payable on the basis of full performance by the Partner of its obligations for the remainder of Phase 2;
- (c) in respect of Phase 3, [REDACTED] by the Partner in Phase 1 as set out in the Phase 3 Call-Off Particulars or if a Replacement Partner is appointed pursuant to paragraph 5.5 of Schedule 6 (Call-Off Conditions), such other figure as agreed in relation to liability of a Replacement Partner,

**Partner Equipment** means any equipment, tools or other tangible items owned or used by the Partner or any Partner Party in relation to providing the Deliverables;

**Partner IPR** is defined in clause 14.1(b);

**Partner Party** means the Partner, any contractor or sub-contractor of the Partner of any tier and, in each case, any Partner Personnel;

**Partner Personnel** means any officer, servant or employee employed or engaged by any Partner Party (including via an employment business or employment agency) who is involved in providing the Deliverables;

**Partner Premises** means any premises owned or occupied by any Partner Party where any of the Deliverables may be or are carried out;

**Partner Representative** means [REDACTED], Sopra Steria Limited or as Notified to TfL from time to time;

**Partner Senior Manager** means [REDACTED], Sopra Steria Limited or as Notified to TfL from time to time;

**Permitted Purposes** means for the purpose of a Party performing its obligations and exercising its rights under this Agreement and/or a Call-Off Contract, or receiving the benefit of the other Party's performance of its obligations:

- (a) in the case of TfL receiving the benefit of the Partner's obligations, such benefit relating to the use of the Deliverables taking account of TfL's statutory and legal obligations and purposes from time to time;
- (b) in the case of the Partner, such benefit including in relation to the use of the Deliverables as permitted by this Agreement;

**Permitted Sub-Contractor** has the meaning given in a particular Call-Off Contract;

**Personal Data** has the meaning given under applicable Data Protection Law;

**Phase** means Phase 1, Phase 2 or Phase 3;

**Phase 1** means the research and development/proof of concept phase of the relevant Deliverables as described in the Specification, and as further described in the Phase 1 Call-Off Particulars;

**Phase 1 Call-Off Particulars** has the meaning given in a particular Call-Off Contract;

**Phase 1 Call-Off Procedure** means the call-off procedure set out in Schedule 3 (Phase 1 Call-Off Procedure);

**Phase 1 Requirements** has the meaning given in the Call-Off Particulars;

**Phase 2** means the co-creation/scaling phase of the relevant Deliverables as described in the Specification, and as further described in the Phase 2 Call-Off Particulars;

**Phase 2 Acknowledgement Notice** means a Notice issued by the Partner to TfL, in substantially the form set out in Appendix 2 Schedule 8 (Form of Phase 2 Commencement Notice, in response to a Phase 2 Commencement Notice);

**Phase 2 Call-Off Particulars** means the call-off particulars appended to the Phase 2 Commencement Notice served in relation to the relevant Deliverables;

**Phase 2 Call-Off Procedure** means the call-off procedure set out in Schedule 4 (Phase 2 Call-Off Procedure);

**Phase 2 Commencement Notice** means a Notice issued by TfL to the Partner, in substantially the form set out in Schedule 8 (Form of Phase 2 Commencement Notice);

**Phase 2 Deliverables** means the Deliverables to be provided as part of Phase 2;

**Phase 2 Requirements** has the meaning given in the Call-Off Particulars;

**Phase 3** means the implementation/co-commercialisation phase of the relevant Deliverables within areas outside of Greater London, in the UK and globally as described in the Specification, and as further described in the Phase 3 Call-Off Particulars;

**Phase 3 Acknowledgement Notice** means a Notice issued by the Partner to TfL, in the form set out in Appendix 2 of Schedule 9 (Form of Phase 3 Commencement Notice), in response to a Phase 3 Commencement Notice;

**Phase 3 Call-Off Particulars** means the call-off particulars appended to the Phase 3 Commencement Notice served in relation to the relevant Deliverables;

**Phase 3 Call-Off Procedure** means the call-off procedure set out in Schedule 5 (Phase 3 Call-Off Procedure);

**Phase 3 Commencement Notice** means a Notice issued by TfL to the Partner, in substantially the form set out in Schedule 9 (Form of Phase 3 Commencement Notice);

**Phase 3 Conditions** means the conditions set out in the Phase 2 Call-Off Particulars or otherwise communicated in writing to the Partner by TfL;

**Phase 3 Deliverables** means the Deliverables to be provided as part of Phase 3;

**Prices** means the amounts payable by TfL to the Partner for performing its obligations under a Call-Off Contract, calculated in accordance with the relevant Call-Off Contract;

**Problem Statement** means a statement provided by TfL to the Partner in accordance with clause 7;

**Process** (including **Processed**, **Processes** and **Processing**) has the meaning given under applicable Data Protection Law as amended from time to time;

**Procurement Requirements** means the Public Contracts Regulations 2015 (SI 2015/102);

**Prohibited Act** means:

- (a) the offering, promising, giving, accepting or soliciting of an advantage, reward or gratuity as an inducement for an action in connection with the Deliverables which is illegal, unethical or a breach of trust
- (b) abusing any entrusted power for private gain in connection with this Agreement or any other contract with TfL (including any commission paid as an inducement which was not declared to TfL before the Effective Date)
- (c) the establishment of accounting practices and corporate entity structures that implicitly or explicitly result in tax evasion or facilitate tax evasion as defined in the Criminal Finance Act 2017
- (d) engaging in any activity, practice or conduct outside the United Kingdom that would, if carried out in the United Kingdom, constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015
- (e) a failure to comply with all Relevant Laws or
- (f) doing or omitting to do any act or thing which constitutes or may constitute an offence under Relevant Laws or may cause any TfL Party to breach and/or to commit an offence under any Relevant Laws;

**Property Liability Cap** [REDACTED]

[REDACTED] arising from any one event or such other sum as may be specified in a particular Call-Off Contract;

**Protected Party** as defined in clause 14.6;

**Records** is defined in clause 26.1;

**Referral Notice** is defined in clause 28.1;

**Related Party** means a TfL Party and/or Partner Party as applicable;

**Relevant Authority** means any court with the relevant jurisdiction and any local, national or supra-national agency, inspectorate, minister, ministry, officer or public or statutory person of the Government of the United Kingdom (including, without limitation the Information Commissioner's Office);

**Relevant Laws** means any Laws which relate to:

- (a) anti-bribery and/or anti-corruption, including the Bribery Act and the US Foreign Corrupt Practices Act 1977

- (b) anti-slavery or servitude, anti-forced or compulsory labour and/or anti-human trafficking, including the Modern Slavery Act 2015 or
- (c) anti-tax evasion (including but not limited to Criminal Finance Act 2017);

**Replacement Partner** means any replacement Partner or provider appointed (or proposed to be appointed) by TfL or any TfL Party in respect of this Agreement or any Call-Off Contract;

**Representative** means the Partner Representative or TfL Representative;

**Required Insurances** is defined in clause 19.1;

**Research and Development Roadmap** means the roadmap set out in Schedule 2 as updated from time to time in accordance with clause 7.2;

**Senior Manager** means the Partner Senior Manager and/or TfL Senior Manager;

**Specification** means the specification set out in Schedule 1;

**Term** the period commencing on the Effective Date and ending on the End Date;

**Termination Date** means any date of early termination of this Agreement in accordance with clause 20 (Termination);

**Termination Notice** means a Notice issued by one Party to the other indicating that it intends to terminate this Agreement or a Call-Off Contract as applicable;

**TfL Agreement Liability Cap** [REDACTED]

**TfL Background IPR** means any Intellectual Property owned by or licensed to TfL or a TfL Party before the Effective Date and/or which arises (or in the case of a licence commences) on or after the Effective Date other than in the course of or in connection with the Deliverables;

**TfL Call-Off Contract Liability Cap** means, unless otherwise stated in a particular Call-Off Contract:

- (a) in respect of Phase 1, [REDACTED] by the Partner as set out in the Phase 1 Call-Off Particulars;
- (b) in respect of Phase 2, [REDACTED] to the Partner and the Prices which are due to be payable on the basis of full performance by the Partners of its obligations for the remainder of the Call-Off term;
- (c) in respect of Phase 3, [REDACTED] by the Partner in Phase 1 as set out in the Phase 3 Call-Off Particulars;

**TfL Commercial Manager** means Helena Tryphonides or as Notified to the Partner from time to time;

**TfL Data IPR** is defined in clause 14.1(a);

**TfL Data** means any data, documents, text, drawings, diagrams, images or sounds (together with any database made up of any of those), embodied in any medium supplied to the Partner

(or any other Partner Party) by or on behalf of TfL or a TfL Party (including in respect of TfL Materials), or which the Partner (or any other Partner Party) is required to collect, generate, process, store or transmit pursuant to this Agreement (or otherwise receives in connection with providing the Deliverables), including all modifications, additions and developments made to any of those items;

**TfL Default** means a breach, failure or delay by TfL in performing any obligation under this Agreement or a Call-Off Contract;

**TfL Group Member** means a member of TfL's Group from time to time;

**TfL IPR** is defined in clause 14.1(a);

**TfL Materials** means the documents, text, diagrams, tooling, equipment and/or materials specified (if any) in a particular Call-Off Contract;

**TfL Parties** means TfL, each TfL Group Member, TfL Personnel and any sub-contractors of TfL employed or engaged by TfL or any other TfL Party and is involved in providing the Deliverables and **TfL Party** means any of them;

**TfL Personnel** means any officer, servant or employee employed or engaged by any other TfL Party (including via an employment business or employment agency) and is involved in providing the Deliverables;

**TfL Policy Requirements** means the requirements set out in Schedule 16 (TfL Policy Requirements) as varied or supplemented in relation to a particular Call-Off Contract;

**TfL Premises** means any premises owned or occupied by any TfL Party where any of the Deliverables may be or are carried out;

**TfL Representative** means Bobbie Gibb or as Notified to the Partner from time to time;

**TfL Senior Manager** means Theo Chapple or as Notified to the Partner from time to time;

**TUPE Transfer** has the meaning given in Schedule 18 (TUPE); and

**Works Conditions** has the meaning given in a particular Call-Off Contract.

1.2 In this Agreement:

- (a) words and expressions that are defined in a Schedule will have the same meaning when used in the rest of this Agreement;
- (b) references to the background section, clauses and Schedules and Appendices are to the background section and clauses of and schedules to this Agreement and references to paragraphs are to paragraphs of the relevant Schedule (except as stated otherwise);
- (c) headings shall not affect the interpretation of this Agreement;
- (d) references to any statute or statutory provision will include any subordinate legislation made under it and include such statute, statutory provision and/or subordinate

legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time;

- (e) any words following the words **include, includes, including, in particular** or any similar words or expressions will be construed without limitation and will not limit the meaning of the words preceding them;
- (f) references to **in writing** or **written** are to communication effected by post and e mail or any other means of reproducing words in a legible and non-transitory form; and
- (g) references to this Agreement are references to this Agreement as varied from time to time.

1.3 In this Agreement, unless the context otherwise requires, references to:

- (a) the singular include the plural and vice versa and references to any gender include every gender;
- (b) a **person** includes a natural person, corporate, statutory, governmental or unincorporated body (whether or not having separate legal personality) and a reference to a **company** shall include any company, corporation or other body corporate, whenever and however incorporated or established; and
- (c) a **Party** or to the **Parties** will include a reference to its or their successors and (to the extent applicable) permitted assigns and references to a third party will mean any person other than the Parties.

1.4 The Schedules and Appendices form part of this Agreement and shall have effect as if set out in the body of this Agreement and any reference to this Agreement shall include the Schedules and Appendices. If there is an inconsistency between any term in a Schedule and any other term of this Agreement the other term of this Agreement shall prevail.

## **PART 2: DURATION AND APPOINTMENT**

### **2 Commencement and Term**

- 2.1 This Agreement shall commence on the Effective Date and continue until the Expiry Date, unless terminated under clause 20 (Termination).
- 2.2 TfL may (at its sole discretion) serve a Notice on the Partner, no later than three (3) months before the end of the Initial Term, stating that the Term of this Agreement shall be extended by a specified period up to a maximum of 2 years, in which case references to the Expiry Date in the Agreement shall be deemed to refer to the date stated in the Extension Notice.
- 2.3 The term of a Call-Off Contract may extend beyond the termination or expiry of this Agreement, in which case the provisions of this Agreement shall survive such expiry or termination to the extent that such provisions are incorporated into the Call-Off Contract or necessary to give effect to it.
- 2.4 A Call-Off Contract may expire or be terminated in accordance with its terms or as otherwise permitted under this Agreement but such expiry or termination will not (subject to clause 20.11),

in and of itself, give rise to an expiry or termination of any other Call-Off Contract or this Agreement.

### **3 Appointment of Partner**

- 3.1 As consideration for the Partner entering into this Agreement, the Partner shall pay to TfL one pound sterling (£1).
- 3.2 TfL and the Partner shall collaborate in good faith in accordance with the terms of this Agreement.

#### **No Exclusivity**

- 3.3 Except to the extent stated in a particular Call-Off Contract, this Agreement does not grant the Partner any exclusivity, and TfL (and/or any TfL Party) may at any time, procure all or some of the Deliverables and/or any activities related to the Specification or any Problem Statements from any third party or perform them itself.
- 3.4 There is no guarantee, express or implied, that the Partner will receive any or a particular volume or value of Call-Off Contract awards under this Agreement and TfL reserves the right not to allocate any Call-Off Contract to a Partner even after commencing a Call-Off Procedure.
- 3.5 Award of a Call-Off Contract to the Partner does not guarantee the issue of either a Phase 2 Commencement Notice and/or Phase 3 Commencement Notice by TfL.

### **4 Security**

- 4.1 Each Party shall comply with the provisions of Schedule 19 (Bonds and Guarantees).

## **PART 3: DELIVERABLES**

### **5 Deliverables**

- 5.1 The Partner shall provide the Deliverables in accordance with the Call-Off Contract, on the terms set out in the Call-Off Contract. The scope in respect of each Call-Off Contract will be developed by TfL to include the matters described in the Call-Off Particulars.
- 5.2 The Partner shall obtain and maintain all Consents throughout the Term. If the Partner's status in respect of any Consents changes adversely, the Partner shall within ten (10) Days Notify TfL of the changed status and the actions the Partner proposes to take.
- 5.3 The Partner shall:
- (a) comply with TfL Policy Requirements in relation to this Agreement and the provision of the Deliverables;
  - (b) provide (or procure the provision of) the Deliverables in full co-operation with, and so as to minimise disruption to TfL, TfL Parties and each of their contractors and all other persons employed at TfL Premises;
  - (c) promptly provide all information and assistance in relation to the Deliverables reasonably requested by TfL;

- 14 Days December
- (d) at all times allocate sufficient resources and Partner Personnel to provide the Deliverables;
  - (e) provide (or procure the provision of) the Deliverables using efficient business processes and ways of working having regard to TfL's obligation to ensure value for money, and proactively seek to make arrangements to secure continuous improvement in the way in which the Deliverables are provided; and
  - (f) ensure that neither it, nor any Partner Party, by its act or omission causes TfL or any TfL Party to lose any licence or consent it requires to carry on its business, or otherwise embarrasses TfL or any TfL Party or brings TfL or any TfL Party into disrepute by any act or omission which is reasonably likely to diminish the trust that the public places in TfL or any TfL Party.
- 5.4 All of the Partner's property, including any Partner Equipment, shall remain at the sole risk and responsibility of the Partner, including at any times when it is located at TfL Premises.
- 5.5 During the Term and each Call-Off Term, the Partner shall, free of charge, allow TfL Personnel non-exclusive access, where available (and subject at all times to appropriate obligations of confidentiality) to use such parts of Partner's premises or facilities as reasonably requested (including, but not limited to, use of meeting rooms and facilities for co-location purposes from time to time) in relation to the exercise of its rights under this Agreement or a particular Call-Off Contract (subject to clause 5.6).
- 5.6 TfL shall ensure that, at all times, TfL Personnel attending Partner Premises:
- (a) carry any security pass issued by the Partner, comply with relevant on site-regulations and policies (and the Partner will, on request, from time to time provide TfL with a copy of such requirements), or Partner instructions;
  - (b) do not without the Partner's prior written approval, allow visitors onto Partner Premises or create any nuisance, annoyance, damage or disturbance on Partner Premises or to any assets on Partner Premises; and
  - (c) do not do, or omit to do, anything which has the effect of making the Partner's insurance policy for such Partner Premises void or voidable or which increases the insurance premium payable for that insurance.
- 5.7 The Partner shall be deemed, before entering into this Agreement, to have obtained all necessary information regarding risks, contingencies and circumstances which may affect the performance of this Agreement.

## **6 Objectives and Collaboration**

- 6.1 The Partner shall reasonably collaborate with TfL and the other Framework Partners during the Term and each Call-Off Term to achieve the Objectives, including:
- (a) obtaining and providing information needed in connection with a Call-Off Contract; and
  - (b) sharing best practice and continuous improvement process arising from its work under the framework with TfL and the other Framework Partners.

6.2 The Partner shall provide TfL with any information TfL reasonably<sup>14</sup> requests.

## **7 Problem Statements and R&D Priorities**

7.1 If TfL has a particular innovation requirement which relates to any of the themes in the Specification, TfL may issue a Problem Statement to the Partner in accordance with this clause 7 and the Phase 1 Call-Off Procedure.

7.2 No later than ten (10) Business Days following each anniversary of the Effective Date, the Partner shall review the Research and Development Roadmap and update it as appropriate, subject to TfL's written consent.

7.3 The Partner shall share details of any relevant innovations and research and development priorities in relation to each Problem Statement, promptly, but no longer than twenty (20) Business Days, following the issue of the relevant Problem Statement.

7.4 The Partner shall take reasonable steps to facilitate discussions with third parties within its network who may have innovative contributions which may be relevant to a Problem Statement. The Partner shall notify TfL in writing of the third parties within its network it intends to have discussions with in advance of such discussions

7.5 TfL shall work with each Framework Partner with the aim of building long term relationships built on trust and a common understanding of the goals of each of the Framework Partners and TfL. The Partner shall co-ordinate the programme of work across all Call-Off Contracts and provide TfL with reports on its activities under each Call-Off Contract as required under the Call-Off Contract or as otherwise reasonably requested by TfL.

7.6 Subject to clauses 16.8 and 16.9, TfL and the Partner shall regularly seek to agree in writing press releases and other public relations initiatives, both internally and externally, to promote the partnership between TfL and the Partner as well as gather informal feedback in relation to particular Problem Statements and any other issues discussed between the Parties at the monthly meetings held in accordance with clause 8.5.

## **8 Representatives**

8.1 The Partner Representative and the TfL Commercial Manager shall have the power to exercise all functions of the relevant Party under this Agreement (except as otherwise Notified by the relevant Party). A Party may by Notice to the other appoint a new Representative and/or in the case of TfL, the TfL Commercial Manager.

8.2 The Partner Representative shall be the single point of contact to manage and grow the partnership with TfL.

8.3 The TfL Representative shall be the single point of contact for the Partner and shall obtain reasonably necessary information from internal TfL resources within a reasonable period as required by the Partner's Representative and/or TfL Commercial Manager. The TfL Representative shall not have the power to exercise any functions of TfL under this Agreement except where expressly given written authority by the TfL Commercial Manager.

8.4 The Representatives shall meet quarterly and as otherwise agreed from time to time to ensure that the Partner satisfies the requirements of this Agreement and that TfL is promptly made

aware of any circumstances that may prevent the Partner from fulfilling any of its obligations under this Agreement.

- 8.5 TfL and the Partner shall attend monthly meetings (or more frequently as either Party deems reasonably necessary) to discuss the 'live' Problem Statements, including any particular priorities TfL may have.
- 8.6 The Partner shall ensure that the Partner Representative attends annual meetings with TfL and the other Framework Representatives or more frequently as reasonably required by TfL from time to time to discuss the progress of the wider project and share relevant information and know-how.

## **9 Partner Personnel and TfL Policy Requirements**

### **Partner Personnel**

- 9.1 The Partner shall:
- (a) maintain appropriate supervisory systems in relation to Partner Personnel (and shall, if TfL requests, demonstrate their effectiveness);
  - (b) use all reasonable endeavours to minimise changes in Partner Personnel; and
  - (c) retain overall control of the Partner Personnel at all times so that the Partner Personnel shall not be deemed to be employees, agents or contractors of TfL.
- 9.2 The Partner shall ensure that all Partner Personnel are:
- (a) appropriately qualified, trained and experienced to provide the Deliverables; and
  - (b) vetted in accordance with any requirements of TfL from time to time.
- 9.3 If TfL reasonably believes that any of the Partner Personnel are unsuitable to undertake work in respect of this Agreement and/or any Call-Off Contract (including due to not following TfL instructions), it may (having, unless TfL does not consider it appropriate in the circumstances, given the Partner at least three (3) Days' notice of its intention to do so):
- (a) refuse to admit the relevant person(s) to TfL Premises; and/or
  - (b) direct the Partner not to use the relevant person in providing the Deliverables.
- 9.4 Following the removal of any of the Partner Personnel, the Partner shall:
- (a) ensure such person is replaced promptly with another person who is suitable to perform the Deliverables in accordance with this Agreement;
  - (b) ensure that a full and effective knowledge transfer occurs between the outgoing and incoming Partner Personnel;
  - (c) ensure that the outgoing Partner Personnel return all Confidential Information held by them to the relevant Partner Party or TfL (as appropriate); and

- (d) bear all costs associated with effecting the removal or replacement of Partner Personnel.

### **Employment Matters**

- 9.5 The provisions of Schedule 18 (TUPE) shall apply.

### **10 Access to TfL Assets**

- 10.1 Subject to clause 10.2, the Partner shall not be entitled to access TfL Premises or any part of TfL Premises without TfL's prior written consent.

### **Non-Exclusive Access**

- 10.2 During the Call-Off Term TfL shall, free of charge, allow Partner Personnel non-exclusive access, where available (and subject at all times to appropriate obligations of confidentiality) to such parts of TfL Premises as reasonably necessary to provide the Deliverables in relation to a particular Call-Off Contract (subject to clause 10.3).

### **Compliance with Policies and Instructions**

- 10.3 The Partner shall ensure that, at all times, Partner Personnel attending TfL Premises:
  - (a) carry any security pass issued by TfL, comply with TfL Policy Requirements and any other relevant on-site regulations (and TfL will, on request, from time to time provide the Partner with a copy of such requirements), or TfL instructions;
  - (b) do not without TfL's prior written approval, allow visitors onto TfL Premises or create any nuisance, annoyance, damage or disturbance on TfL Premises or to any assets on TfL Premises; and
  - (c) do not do, or omit to do, anything which has the effect of making TfL's insurance policy for such TfL Premises void or voidable or which increases the insurance premium payable for that insurance.

### **Conditions of Access**

- 10.4 Partner Personnel will not, unless otherwise agreed in writing by TfL, be entitled to any car parking space or secretarial support at TfL Premises.

### **No Tenancy**

- 10.5 Access to TfL Premises is not intended to create, or to be deemed to create, a letting of any part of TfL Premises, or to confer any rights on the Partner (or any other Partner Party) or to create the relationship of landlord and tenant in respect of any TfL Premises. Use by Partner Personnel or any Partner Party of TfL Premises shall be in the capacity of licensee and the Partner will procure that no Partner party will have or purport to claim any sole or exclusive right to possession or occupation of, the whole or any part of TfL Premises.

## 11 Partner Parties and Replacement Partners

- 11.1 The Partner shall procure that each Partner Party complies with this Agreement (and shall be liable for the acts and omissions of each Partner Party, such that any such acts or omissions which result in a Default shall be a Default by the Partner). The appointment of a Partner Party will not relieve the Partner from its obligations under this Agreement, without prejudice to clause 31.1.
- 11.2 The Partner shall exercise due skill and care in the selection and appointment of Partner Parties to ensure that the Partner is able to manage Partner Parties in accordance with Good Industry Practice, and comply with its obligations under this Agreement.
- 11.3 If TfL agrees in writing that the Partner may collaborate with another Framework Partner to deliver a Call-Off Contract:
- (a) the other Framework Partner shall be a sub-contractor of the Partner and treated as a Partner Party (unless agreed otherwise by TfL in writing); and
  - (b) the Partner shall be the counterparty to any Call-Off Contract entered into with TfL in accordance with clause 12, and shall remain liable to TfL for the Framework Partner's acts and omissions in relation to such Call-Off Contract.

### Replacement Partners

- 11.4 The Partner's obligations specified in clause 11.5 shall not apply in relation to a Replacement Partner under this Agreement or any Call-Off Contract if within twenty (20) Business Days of TfL's written request the Partner has objected by written notice to TfL to the proposed Replacement Partner, which it may only do if the proposed party is a direct competitor of the Partner in relation to the deliverables similar to those which are the subject of the proposed Call-Off Contract.
- 11.5 The Partner's obligations referred to in clause 11.4 are as follows:
- (a) 14.4;
  - (b) 14.6(a);
  - (c) **Error! Reference source not found.;**
  - (d) 32.4;
  - (e) Paragraph **Error! Reference source not found.** of Schedule 4 (Phase 2 Call-Off Procedure);
  - (f) Paragraph **Error! Reference source not found.** of Schedule 4 (Phase 2 Call-Off Procedure);
  - (g) Paragraph 1.4 of **Error! Reference source not found.** of **Error! Reference source not found.** of Schedule 6 (Call-Off Conditions); and
  - (h) Paragraph 1.6(a) of **Error! Reference source not found.** of **Error! Reference source not found.** of Schedule 6 (Call-Off Conditions).

- 11.6 If the Partner objects to the appointment of a proposed Replacement Partner in accordance with clause 11.4 within twenty (20) Business Days of TfL's written request, then upon written notice from TfL, the Partner shall promptly compensate TfL for TfL's reasonably evidenced:
- (a) costs and Losses in relation to the efforts invested in relation to the relevant Call-Off Contract or as otherwise specified in the Call-Off Contract;
  - (b) costs of carrying out any procurement or tender process in relation to a replacement contract or other arrangement; and
  - (c) any loss of opportunity as a consequence of being unable to proceed with the proposed Call-Off Contract.

## **12 Call-Off Procedures**

- 12.1 TfL may:
- (a) award a Call-Off Contract to the Partner in accordance with the Phase 1 Call-Off Procedure;
  - (b) issue a Phase 2 Commencement Notice to the Partner in accordance with the Phase 2 Call-Off Procedure; and
  - (c) issue a Phase 3 Commencement Notice to the Partner in accordance with the Phase 3 Call-Off Procedure.

## **13 Formation of Call-Off Contracts**

- 13.1 Upon selection of the Partner in respect of a proposed Call-Off Contract, TfL shall enter into a Call-Off Contract in accordance with the Phase 1 Call-Off Procedure.
- 13.2 In respect of Phase 2, if TfL determines that the Partner has satisfied the Phase 1 Requirements (or TfL has waived any Phase 1 Requirements), TfL shall issue a Phase 2 Commencement Notice in accordance with the Phase 2 Call-Off Procedure. If the Partner responds with a Phase 2 Acknowledgement Notice within ten (10) Business Days following receipt of the Phase 2 Commencement Notice, with effect from the date of receipt by TfL of the Phase 2 Acknowledgement Notice, it shall be deemed that the Parties have moved to Phase 2 under the Call-Off Contract from the date of the Phase 2 Commencement Notice.
- 13.3 In respect of Phase 3, if TfL determines that the Partner has satisfied the Phase 3 Conditions (or TfL has waived any of the Phase 3 Conditions), TfL shall issue a Phase 3 Commencement Notice in accordance with the Phase 3 Call-Off Procedure and if the Partner responds with a Phase 3 Acknowledgement Notice within ten (10) Business Days following receipt of the Phase 3 Commencement Notice, with effect from the date of receipt by TfL of the Phase 3 Acknowledgement Notice, it shall be deemed that the Parties have moved to Phase 3 under the Call-Off Contract from the date of the Phase 3 Commencement Notice.
- 13.4 Any Call-Off Contract awarded to the Partner shall only become legally binding upon TfL and the Partner entering into a Call-Off Contract in the form required by TfL in respect of the relevant Deliverables. The Partner shall not perform any Deliverables without a Call-Off Contract having been entered into.

- 13.5 The terms of a Call-Off Contract in relation to:
- (a) Phase 2 shall only become legally binding upon the Partner issuing a Phase 2 Acknowledgement Notice in accordance with the Phase 2 Call-Off Procedure, and the Partner shall not perform any Phase 2 Deliverables without a Phase 2 Acknowledgement Notice being served; and
  - (b) Phase 3 shall only become legally binding upon the Partner issuing a Phase 3 Acknowledgement Notice in accordance with the Phase 3 Call-Off Procedure, and the Partner shall not perform any Phase 3 Deliverables without a Phase 3 Acknowledgement Notice being served.

#### **Amendment to Call-Off Particulars**

- 13.6 The Change Procedure shall apply in respect of any amendments to the relevant Call-Off Particulars, including (without limitation) in relation to any of the following which TfL may propose as it sees fit:
- (a) amending the Phase 1 Requirements;
  - (b) after proceeding to Phase 2, addition of a new scope for Phase 1 with respect to the same Deliverables but in relation to different TfL assets; or
  - (c) after proceeding to Phase 2, a change to the number of Phase 2 Deliverables or the TfL assets in respect of which they are to be supplied.

### **PART 5: IP, DATA PROTECTION AND CONFIDENTIALITY**

#### **14 Intellectual Property Rights**

##### **Ownership of IPR**

- 14.1 For the purposes of this Agreement and/or a Call-Off Contract, Intellectual Property Rights shall, except as stated otherwise in a Call-Off Contract, be owned as follows:
- (a) TfL Background IPR shall remain the property of TfL and any Intellectual Property Rights in TfL Data (**TfL Data IPR**) shall be the property of and vest in TfL absolutely from the time of their creation (TfL Background IPR and TfL Data IPR together being **TfL IPR**);
  - (b) Partner Background IPR shall remain the property of the Partner, and any other Intellectual Property Rights which come into existence as a result of the performance by the Partner of its obligations under the Call-Off Contract or otherwise subsisting in or relating to all Deliverables (**Deliverables IPR**) shall be the property of and vest in the Partner absolutely from the time of their creation (Partner Background IPR and Deliverables IPR, together being **Partner IPR**).

##### **IPR Licences**

- 14.2 To the extent that legal title to TfL Data IPR vests in the Partner, the Partner shall (and procure that each other Partner Party shall) grant to TfL and each TfL Party a perpetual, irrevocable, non-exclusive, world-wide, royalty-free licence to use, copy, translate and amend all TfL Data

IPR, and as and when requested by TfL (or the relevant TfL Party (as appropriate)) the Partner shall (and shall procure that the other Partner Parties shall) execute any assignment documents reasonably requested by TfL.

- 14.3 TfL shall grant to the Partner a non-assignable, non-exclusive, worldwide, royalty-free licence to use all TfL IPR, solely for the Permitted Purposes and only during the Term, including the right to grant sub-licences to Partner Parties on terms no wider than the terms granted to the Partner under this clause 14.3.
- 14.4 The Partner shall (and shall procure that each relevant Partner Party shall) grant to TfL and each TfL Party, a perpetual, irrevocable, non-exclusive, world-wide, royalty-free licence to use, copy, translate and amend all Partner IPR for the Permitted Purposes, in each case in any software, documentation, spreadsheets, data or other materials provided to TfL or TfL Party by or on behalf of the Partner (or any other Partner Party) in the course of providing the Deliverables (or otherwise in accordance with the terms of this Agreement and/or a Call-Off Contract) including the right to grant sub-licences to TfL Parties (and any Approved Replacement Partner which is the Framework Partner to whom the Partner is obliged to grant a licence in accordance with paragraph 5.5 of the Call-Off Conditions) on terms no wider than the terms granted to TfL under this clause 14.4.

#### **Confidentiality**

- 14.5 The exercise of the licences granted under clauses 14.1, 14.2, 14.3 and 14.4 shall not constitute a breach of clause 16 (Confidentiality), provided that:
- (a) the recipient of any Confidential Information which is made available in the course of exercising such licence is first placed under terms of confidentiality that are equivalent to clause 16 (Confidentiality) by the person exercising the relevant licence; and
  - (b) the person exercising the relevant licence uses its reasonable endeavours to procure that the person to whom disclosure is made complies with such obligations.

#### **IPR Indemnities**

- 14.6 Except to the extent that any infringement has arisen directly from any modifications of the relevant IPR without the other Party's written consent or authorisation:
- (a) the Partner shall indemnify each TfL Party and/or Approved Replacement Partner (**Protected Party**) against any Liability, in each case arising out of or in connection with any Claim that the use by that Protected Party of all or any part of the Deliverables, Deliverables IPR and/or Partner Background IPR infringes the Intellectual Property Rights of that third party or of another person; and
  - (b) TfL shall indemnify the Partner against any Liability arising out of or in connection with any Claim that the use by the Partner in accordance with this Agreement and/or a Call-Off Contract of all or any part of TfL IPR infringes the Intellectual Property Rights of that third party or of another person.
- 14.7 If an Indemnified Party is (or reasonably believes it is likely to be) subject to any claim as described in clause 14.6(a) or 14.6(b) (as applicable) the Party may by Notice require the other Party to promptly at its expense either:

- (a) obtain for the Indemnified Party the right to continue using the relevant IPR in the manner permitted under this Agreement free from any liability for such infringement or likely infringement; or
- (b) modify, substitute or replace all relevant IPR so as to avoid the infringement or alleged infringement, without prejudice to any representations, warranties and indemnities in this Agreement, and without adversely affecting or limiting in any respect the performance, the scope or functionality of the infringing items or the Deliverables or any part of them.

14.8 Where the Partner is the Indemnifying Party and the Partner is unable to fulfil its obligations under clause 14.7 TfL shall be entitled to terminate this Agreement by not less than 45 days' Notice, or such longer period as TfL may agree in writing, to the Partner.

## **15 GDPR and Cyber Security**

15.1 The Partner shall only process, and shall ensure that Partner Personnel process, Personal Data in accordance with Schedule 14 (Personal Data).

15.2 The Partner shall comply with the TfL Policy Requirements and the provisions of Schedule 21 (Cyber Security), in each case as updated, supplemented and/or replaced in a Call-Off Contract.

## **16 Confidentiality**

### **Definition of Confidential Information**

16.1 In this Agreement **Confidential Information** means, subject to clause 16.4 and clause 15 (GDPR and Cyber Security), the terms of this Agreement and/or any Call-Off Contract (and any related discussions or documents) and any information (whether written, oral, in electronic form or in any other media) disclosed in connection with this Agreement by or on behalf of a Party (or any Related Party) to the other Party (or any Related Party) whether before, on or after the date of this Agreement (including all Records).

### **Confidentiality Obligations**

16.2 Each Party shall at all times, but subject to clauses 16.3 and 16.4:

- (a) keep the Confidential Information secret and only disclose it as permitted by this clause 16 (Confidentiality);
- (b) use the Confidential Information solely for the Permitted Purposes; and
- (c) keep the Confidential Information safe and secure using documentary and electronic security measures reflecting Good Industry Practice, and matching or exceeding those it operates in relation to its own confidential information.

### **Permitted Disclosure**

16.3 Confidential Information may be disclosed:

- (a) subject to clause 15 (GDPR and Cyber Security), by either Party to its professional advisers and/or any Related Party for Permitted Purposes, provided that:
  - (i) the Party makes the recipient aware of the confidentiality obligations contained in this clause 16 before any such disclosure, and procures that the recipient will not do or omit to do anything which would constitute a breach by the Party of this clause 16; and
  - (ii) such Party shall be liable for the acts and omissions of each recipient as if they were the Party's acts or omissions;
- (b) by either Party to the extent required by Law or by any Relevant Authority (having, where reasonably possible, given Notice to, and consulted with, the other before such disclosure); and/or
- (c) by TfL to any Relevant Authority or auditor or Approved Replacement Partner, pursuant to any licence granted under clause 14.4.

### **General Exceptions**

16.4 Each Party's obligations under this clause 16 (Confidentiality) will not extend to Confidential Information which:

- (a) the other Party agrees in writing is not Confidential Information;
- (b) at the time of disclosure was in the public domain or subsequently enters into the public domain other than as the direct or indirect result of a breach of this clause 16 (Confidentiality) by the recipient or any Related Party; or
- (c) the Party can prove to the reasonable satisfaction of the other Party from written records or other substantive evidence has been received at any time from a third party who did not acquire it in confidence and who is free to make it available to the recipient, or was independently developed by the Party without any breach of this Agreement.

### **Environmental Information Regulations & Freedom of Information Act**

16.5 The Partner acknowledges that TfL may be obliged to disclose Information pursuant to the EIR and/or FOIA (even though such information may be confidential and/or commercially sensitive) without consulting or obtaining consent from the Partner (or the relevant Partner Party). TfL shall, so far as it is lawful, endeavour to consult with the Partner (or the relevant Partner Party) to seek its representations as to whether the Partner (or the relevant Partner Party) considers that the Information is potentially excepted from publication or disclosure duties under the EIR or FOIA and the Partner shall (and shall procure that the relevant Partner Party shall) respond to TfL within any timescale communicated by TfL. If TfL seeks the Partner's (or the relevant Partner Party's) representations, the Partner shall notify TfL in writing (as soon as possible and no later than within five (5) Days of such request being made) of its detailed arguments as to the application of any relevant exceptions under the EIR or FOIA.

16.6 To the extent that TfL is obliged to comply with the EIR and/or FOIA:

- (a) the Partner (or the relevant Partner Party) shall notify TfL of any oral or written enquiries in respect of Information capable of constituting an Information Request received promptly and in any event within three (3) Days of receiving it;
- (b) if TfL receives an Information Request in relation to Information that the Partner (or the relevant Partner Party) is holding on its behalf and which TfL does not hold itself, TfL shall refer such Information Request to the Partner promptly and in any event within 8 Days of receiving it and the Partner (or the relevant Partner Party) shall:
  - (i) at its expense provide TfL with a copy of all such Information as soon as practicable and in any event within 8 Days (or such other period as TfL acting reasonably may specify) of TfL request; and
  - (ii) provide all assistance as reasonably requested by TfL to enable TfL to respond to an Information Request within the time for compliance set out in the EIR or FOIA.

16.7 TfL shall be solely responsible for determining whether Information relating to this Agreement shall be disclosed in response to an Information Request in accordance with the EIR or FOIA.

#### **Publicity and Branding**

16.8 The Partner shall not use TfL's names, logos or trade marks on any of its products or services, or publicise the existence or terms of this Agreement, or any Call-Off Contract, without TfL's prior written consent, except as otherwise stated in the Call-Off Particulars.

16.9 TfL shall not use any of the Partner's names, logos or trade marks on any of its products or services, or publicise the existence or terms of this Agreement, or any Call-Off Contract, without the Partner's prior written consent, except as otherwise stated in the Call-Off Particulars.

### **PART 6: CAPACITY AND AUTHORITY, LIABILITY AND INSURANCE**

#### **17 Capacity and Authority**

##### **Partner Warranties**

- 17.1 The Partner warrants and represents that:
- (a) it is validly incorporated, organised and subsisting in accordance with the Laws (or relevant applicable law if not established in the UK) of its place of incorporation, and it has full capacity and authority to enter into and to perform this Agreement;
  - (b) it is not, and no Partner Party is, aware of any matter which might adversely affect its ability to perform its obligations under this Agreement and there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it that might affect its ability to perform its obligations under this Agreement;
  - (c) its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar Laws (or relevant applicable law if not established in the UK) affecting creditors' rights generally and subject, as to

enforceability, to equitable principles of general application (regardless of whether enforcement is sought in proceedings in equity or law);

- (d) it has all Consents necessary to perform this Agreement, and its execution, delivery and performance of its obligations under this Agreement shall not constitute a breach of any Laws or obligation applicable to it and shall not cause or result in a default under any agreement by which it is bound;
- (e) all written statements and representations in any written submissions made by the Partner as part of any procurement process or otherwise in relation to this Agreement, remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Agreement or to the extent that the Partner has otherwise disclosed to TfL in writing prior to the date of this Agreement;
- (f) it has all necessary rights in and to the Partner Background IPR and any other materials made available by any Partner Party to TfL that are necessary for the performance of the Partner's obligations under this Agreement or the receipt of the Deliverables by TfL; and
- (g) the receipt, use and onward supply of the Deliverables (excluding TfL IPR) by TfL (and any TfL Party) shall not infringe the rights, including any Intellectual Property Rights, of any third party.

17.2 Each of the representations and warranties set out in clause 17.1 shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any other undertaking in this Agreement.

17.3 If the Partner becomes aware that a representation or warranty given by it under clause 17.1 has been breached, is untrue or is misleading, it shall immediately notify TfL of the relevant occurrence in sufficient detail to enable TfL to make an accurate assessment of the situation.

17.4 For the avoidance of doubt, the fact that any provision within this Agreement is expressed as a warranty shall not preclude any right of termination which TfL may have in respect of breach of that provision by the Partner.

## **18 Limits on Liability and Conduct of Claims**

### **Non-Excludable Liabilities**

18.1 Neither Party limits its Liability for:

- (a) death or personal injury caused by its negligence or, in the case of the Partner, that of any Partner Party;
- (b) fraud or fraudulent misrepresentation by it or its employees;
- (c) any of the terms implied into this Agreement by Section 12 Sale of Goods Act 1979 and Sections 2 and 7 Supply of Goods and Services Act 1982; or
- (d) any Liability to the extent it cannot be limited or excluded by Law.

### Exclusion of Indirect Losses

18.2 Subject to clause 18.3, [REDACTED]

- (a) [REDACTED]
- (b) [REDACTED]
- (c) [REDACTED]
- (d) [REDACTED]
- (e) [REDACTED]
- (f) [REDACTED]

18.3 The Partner's Liability [REDACTED]

- (a) the indemnities given by the Partner under clause 14.6, clause 25.8, Schedule 18 (TUPE) or Appendix 1 or Appendix 2 of Schedule 6 (Call-Off Conditions);
- (b) any breach by the Partner under this Agreement of clause 14 (Intellectual Property Rights), clause 15 (GDPR and Cyber Security) (excluding liability under a Call-Off Contract) or clause 16 (Confidentiality); and/or
- (c) wilful default of the Partner which deprives TfL of the whole or substantially the whole of the benefit of this Agreement.

### Partner Liability Caps

18.4 Subject to clauses 18.1, 18.2 and 18.3, the Partner's Liability to TfL shall be limited as follows:

- (a) the Partner's Liability to TfL in respect of loss or destruction of or damage to tangible property shall not exceed the Property Liability Cap;
- (b) in relation to a Call-Off Contract, the Partner's Liability to TfL in respect of:
  - (i) clause 15.1 [REDACTED]

- (ii) clause 15.2 [REDACTED]  
[REDACTED]; and
- (c) except as stated in clause 18.4(a) and 18.4(b), the Partner's total aggregate Liability to TfL in respect of all other Liability:
  - (i) under this Agreement (excluding Liability in relation to any Call-Off Contract) shall not exceed the Partner Agreement Liability Cap; and
  - (ii) in respect of each Phase under a Call-Off Contract, shall not exceed the relevant Partner Call-Off Contract Liability Cap for that Phase.

#### **TfL Liability Cap**

- 18.5 Subject to clauses 18.1 and 18.2 (and excluding any obligations of TfL to pay any Prices payable by TfL in accordance with the Call-Off Conditions), [REDACTED]  
[REDACTED] follows:
- (a) under this Agreement (excluding Liability in relation to any Call-Off Contract) shall not exceed the TfL Agreement Liability Cap; and
  - (b) under a Call-Off Contract, shall not exceed the relevant TfL Call-Off Contract Liability Cap.

#### **Conduct of Claims**

- 18.6 If an Indemnified Party is (or reasonably expects to be) subject to any Claim made, brought or threatened by a third party, the Indemnified Party will, as soon as reasonably practicable, give Notice to the other Party, stating in reasonable detail the nature of the Indemnifying Claim and, if practicable, the amount claimed (provided that the giving of such notice will not be a condition precedent to the Liability of the Indemnifying Party under the relevant indemnity).
- 18.7 The Indemnified Party shall not settle or compromise a Claim without notifying the Indemnifying Party as to the amount of the likely settlement or compromise, giving the Indemnifying Party a reasonable time to consider the notification and seeking to consult with the Indemnifying Party about that settlement or compromise.
- 18.8 If required by TfL in writing, the Partner will delegate the exclusive conduct of any legal proceedings in respect of the Claim to TfL.

#### **Mitigation**

- 18.9 Each Party shall use reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with this Agreement, including any Liability for which the relevant Party is entitled to bring a claim against the other Party pursuant to any indemnity in this Agreement.

#### **Limitation Period**

- 18.10 Unless otherwise stated in the Call-Off Particulars, section 8 of the Limitation Act 1980 shall apply to this Agreement as if it were executed and sealed as a deed.

## 19 Insurance Requirements

19.1 The Partner shall effect and maintain in force insurance policies in accordance with clause 19.2 as required by each Call-Off Contract and as required by Law during:

- (a) the Call-Off Term; and
- (b) where the Call-Off Contract states that the Works Conditions apply, [REDACTED] (or if applicable, the Termination Date) in the case of policies held on a 'claims made' basis.

19.2 The Partner's minimum insurance coverage shall comprise the following (**Required Insurances**):

- (a) employers' liability insurance in respect of Partner Personnel of [REDACTED] arising from any one event or the minimum required by Law (if greater);
- (b) general third party liability (including product liability) insurance with a combined bodily injury and property damage limit of [REDACTED] (or such other sum as may be specified in the Call-Off Particulars);
- (c) professional indemnity insurance [REDACTED];
- (d) where the Call-Off Contract states that the Works Conditions apply, [REDACTED] and [REDACTED];
- (e) any other insurances specified in a Call-Off Contract.

19.3 The Partner shall, in relation to each of the Required Insurances:

- (a) effect such insurance with underwriters whose security rating meets the minimum criteria of A- as assessed by Standard and Poor's (or an equivalent rating by AM Best);
- (b) comply with all requirements of the relevant insurers and not by act or omission entitle any insurer to refuse to pay any claim under any of the Required Insurances or cause the Required Insurances to become void or voidable or prejudice any person's entitlement under them;
- (c) Notify TfL as soon as reasonably practicable if it is (or may be) unable to comply, with any insurance requirement or if a Required Insurance is cancelled or materially changes in a way which may affect any insured party's interest;
- (d) pay all premiums due and bear all excesses, deductibles and/or franchises;
- (e) except for professional indemnity insurance, ensure that all Required Insurances contain:
  - (i) an indemnity to principals' clause; and

- (ii) if specified in the Call-Off Particulars, a waiver of subrogation rights in favour of TfL; and
  - (f) provide TfL with evidence of insurance within twenty one (21) Days of TfL's request, and otherwise on the renewal anniversary of each Required Insurance.
- 19.4 If the Partner fails to maintain any Required Insurance, 
- 19.5 Neither failure to comply, nor full compliance with, the insurance provisions of this Agreement will limit or relieve the Partner of its other liabilities and obligations under this Agreement.

## **PART 7: TERMINATION**

### **20 Termination**

#### **Termination by TfL for Convenience**

- 20.1 TfL may terminate this Agreement for convenience at any time by issuing a Termination Notice to the Partner and TfL shall provide at least three (3) months' notice if reasonably practicable, in which case clause 21 (Consequences of Expiry or Termination) shall apply, and:
- (a) if the Termination Notice states that this Agreement has been substantially amended such that the Procurement Requirements require a new tender process in respect of the Deliverables, this Agreement shall terminate on the date stated in the Termination Notice; or
  - (b) otherwise, this Agreement shall terminate on the date stated in the Termination Notice.

#### **Termination by TfL for Partner Default**

- 20.2 If any of the following events occur TfL may issue a Termination Notice to the Partner, and this Agreement shall terminate on the date stated in the Termination Notice (which shall, except where the Partner is Insolvent, be at least thirty (30) Days after the date of the Termination Notice:
- (a) the Partner is Insolvent;
  - (b) the Partner commits a material Default which is irremediable or which can be remedied but the Partner fails to remedy it within thirty (30) Days after the date of issue of a Notice by TfL to the Partner setting out the breach and requiring it to be remedied;
  - (c) the Partner commits a material breach of clause 15 (GDPR and Cyber Security) or Schedule 21 (Cyber Security);
  - (d) due to the Partner's Default, TfL incurs Liability exceeding eighty percent (80%) of the value of the Partner Agreement Liability Cap (or in relation to a Call-Off Contract, incurs Liability exceeding eighty percent (80%) of the value of the Partner Call-Off Contract Liability Cap);

- (e) the Partner commits a material breach of clause 16 (Confidentiality);
- (f) the circumstances described in clause 25.5 apply in relation to a Prohibited Act;
- (g) a change of Control occurs which is not permitted by clause 30 (Assignment and Change of Control), or the Partner assigns, novates or transfers this Agreement in breach of clause 30 (Assignment and Change of Control);
- (h) the representation and warranty given by the Partner pursuant to clause 17.1(c) is materially untrue or misleading;
- (i) TfL has become aware that the Partner should have been excluded under Regulation 57(1) or (2) of the Public Contracts Regulations 2015 from the procurement procedure leading to the award of this Agreement; and/or
- (j) a Financial Distress Event occurs or the Partner fails the Assessment Process or a Call-Off Suspension Event occurs.

**Termination by the Partner for TfL Default**

20.3 If any of the following events occur the Partner may issue a Termination Notice to TfL, and this Agreement shall terminate on the date thirty (30) Days after the date of issue of the Termination Notice (unless TfL remedies the default prior to such date):

- (a) TfL is Insolvent;
- (b) TfL commits a material Default which is irremediable or which can be remedied but TfL fails to remedy it within thirty (30) Days after the date of issue of a Notice by the Partner to TfL setting out the breach and requiring it to be remedied.

**No Fault Termination by TfL**

20.4 If the Partner is relieved from liability under clause 27 (Force Majeure Events) in respect of a failure to perform a material part of its obligations for a period of more than thirty (30) Days, TfL may issue a Termination Notice to the Partner, and this Agreement shall terminate on the date stated in the Termination Notice (which shall be at least thirty (30) Days after the date of the Termination Notice).

**Termination following a Declaration of Ineffectiveness**

20.5 During any court proceedings seeking a Declaration of Ineffectiveness or prior to such proceedings commencing (where TfL reasonably believes that such proceedings will be commenced), TfL may require the Partner, by issuing a Notice, to prepare a plan setting out the consequences for TfL (by addressing all relevant matters as set out in clause 21 (Consequences of Expiry or Termination) but on the basis that the provision of the Deliverables will cease if a Declaration of Ineffectiveness is made) if such a declaration is made. As from the date of receipt by the Partner of such Notice, the Parties (acting reasonably and in good faith) will agree an appropriate plan which addresses the relevant matters set out clause 21 (Consequences of Expiry or Termination) and which the Parties agree (or in the absence of agreement), as determined pursuant to the escalation process at clauses 28.1, 28.2 and 28.3 would have effect in the event that a Declaration of Ineffectiveness is made (provided that if no agreement has been reached within 10 days of the referral under clause 28.1, the plan shall be

reasonably determined by TfL and shall be final and binding on the Parties). Notwithstanding whether such plan is agreed or determined, the Parties agree that they shall comply with clause 16 (Confidentiality) even if this Agreement is subject to a Declaration of Ineffectiveness.

- 20.6 At any point during any court proceedings seeking a Declaration of Ineffectiveness or prior to such proceedings commencing (where TfL reasonably believes that such proceedings will be commenced), TfL may require the Partner to seek the prior written consent of TfL before it incurs any cost or liability (or future cost or liability) in connection with this Agreement whether specified in the plan referred to in clause 20.5 or otherwise.
- 20.7 In the event that a court makes a Declaration of Ineffectiveness, TfL will promptly notify the Partner and the following provisions of this clause 20.7 shall apply:
- (a) the Parties will comply with their respective obligations under the plan (as agreed by the Parties under clause 20.5 or determined in accordance with the escalation process at clauses 28.1, 28.2 and 28.3 as referred to in clause 20.5) in the event that a Declaration of Ineffectiveness is made as from the time when the Declaration of Ineffectiveness is made; and
  - (b) the Declaration of Ineffectiveness will not prejudice or affect any right, liability or remedy which has accrued or will accrue to either Party prior to or after such Declaration of Ineffectiveness in respect of the period prior to the Declaration of Ineffectiveness.
- 20.8 For the avoidance of doubt, the provisions of clauses 20.5 to 20.7 (and applicable definitions) shall survive any termination of the Agreement following a Declaration of Ineffectiveness.

#### **General**

- 20.9 If this Agreement specifies a remedy period before a termination right can be exercised and the Party in breach remedies the relevant breach after expiry of that remedy period, the other Party will nevertheless be entitled to exercise the termination right.
- 20.10 Notwithstanding any other terms of this Agreement, this Agreement shall only terminate in accordance with the express provisions of this Agreement.

#### **Call-Off Contracts**

- 20.11 Any reference to an ability of TfL to terminate "this Agreement" shall apply equally in respect of each Call-Off Contract, such that:
- (a) a reference to a breach of this Agreement shall be deemed to be a reference to a breach of such Call-Off Contract, and TfL shall be entitled to exercise its right to terminate this Agreement under this clause 20 (Termination) regardless of whether the circumstance entitling it to terminate applies to this Agreement generally or in relation to a particular Call-Off Contract; and
  - (b) if a right for TfL to terminate this Agreement arises under this clause 20 (Termination), TfL may, in its discretion, choose whether to terminate the whole Agreement together with any Call-Off Contracts, to terminate the Agreement but not any Call-Off Contracts or to terminate only one or more Call-Off Contracts and not the Agreement (provided that if TfL does not terminate a Call-Off Contract in accordance with this clause, the

Call-Off Contract shall continue in full force and effect, unless otherwise terminated or dealt with in accordance with its terms).

## **21 Consequences of Expiry or Termination**

21.1 With effect from the date of a Termination Notice or the date thirty (30) Days before the Expiry Date (as applicable), the Partner shall comply with any applicable provisions of each Call-Off Contract.

21.2 With effect from the End Date the Partner shall:

- (a) comply with any applicable provisions of each Call-Off Contract;
- (b) subject to clause 21.3, cease to use TfL's Confidential Information (including all copies and extracts), and return it to TfL with all other property of TfL (whether tangible or intangible) in its possession or control;
- (c) subject to clause 21.3, if requested to do so by TfL, destroy or permanently erase all documents and all records (in any media) held by it or on its behalf that use, concern or are based on any of TfL's Confidential Information; and
- (d) the licence granted by TfL pursuant to clause 14.3 shall cease to have effect and the Partner shall immediately cease all use of TfL IPR and Deliverables IPR.

21.3 The Partner may retain any of TfL's Confidential Information if required to comply with any Law, or for insurance, accounting or taxation purposes and clause 16 (Confidentiality) will continue to apply to retained Confidential Information.

### **Demobilisation Obligations**

21.4 Subject to clause 21.5, the Partner shall, for a reasonable period prior to the End Date and such further period as TfL reasonably requires, provide such assistance, information and advice as TfL reasonably requires to enable TfL to ensure a smooth transition of the supply of the Deliverables to TfL or any Replacement Partner, including providing assistance in obtaining or transferring necessary licences and consents.

21.5 If this Agreement terminates under:

- (a) clause 20.2, the Partner shall carry out its obligations under clauses 20.5 to 20.7 and 21.4 at its own cost; or
- (b) clause 20.1 or 20.3, TfL shall pay to the Partner its reasonable costs with respect to its obligations under clause 21.4, provided such costs are reasonably evidenced.

### **Payments on Partner Default**

21.6 If this Agreement terminates under clause 20.2, the Partner shall, within sixty (60) Days after the Termination Date, pay TfL any direct Liability arising as a consequence of such termination (including such costs of re-procurement as are reasonable).

## **Continuing Obligations**

- 21.7 Except as expressly provided, the expiry or termination of this Agreement shall be without prejudice to:
- (a) any accrued rights or liabilities under this Agreement as at the End Date;
  - (b) the continuing rights and obligations of the Parties under clause 1 (Definitions and Interpretation), clause 14 (Intellectual Property Rights), clause 15 (GDPR and Cyber Security), clause 16 (Confidentiality), clause 18 (Limits on Liability and Conduct of Claims), clause 20 (Termination), clause 21 (Consequences of Expiry or Termination), clause 26 (Records and Audits), clause 29 (Notices), clause 32 (General), clause 32.11, Schedule 14 (Personal Data) and Schedule 18 (TUPE); and
  - (c) any rights under any other provision of this Agreement which are expressed to survive expiry or termination or which are required to give effect to such expiry or termination or the consequences of such expiry or termination.

## **Sole Remedy**

- 21.8 Payment of any amounts owed by TfL pursuant to this clause 21 shall constitute the sole and exclusive remedy of the Partner in respect of termination or expiry of this Agreement or a particular Call-Off Contract.

## **PART 8: POLICIES AND CHANGE**

### **22 Contract Change**

- 22.1 No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorised representatives of both Parties.
- 22.2 The Change Procedure shall apply in relation to any amendment proposed to this Agreement.

### **23 Health and Safety and Environmental Protection**

- 23.1 Without prejudice to the Partner's other obligations under this Agreement, the Partner shall, in relation to the provision of the Deliverables:
- (a) maintain and implement a robust environmental policy that requires compliance with all Laws, and minimisation of the environmental impact and responsible and sustainable sourcing, and the minimisation of waste and the reduction of carbon emissions;
  - (b) in relation to all persons affected or likely to be affected by the provision of the Deliverables take all steps as are reasonably practicable to ensure their health and safety (including all necessary tests and examination of Partner Equipment);
  - (c) use the best practicable means to prevent noxious or offensive emissions (including noise) while in the course of providing the Deliverables, and shall render harmless and inoffensive such emissions that cannot be prevented;

- (d) not treat, keep or dispose of any waste produced by the Partner as a result of the Deliverables in a manner likely to cause harm to the health and safety of any person or harm to the environment and shall comply with every statutory duty which is relevant; and
- (e) take such steps as are reasonably practicable to avoid (or, where avoidance is not possible, to minimise) harm to the environment, and take a proactive approach to the protection of the environment.

#### **Notification**

- 23.2 The Partner shall send to TfL, as soon as reasonably practicable and in any event within ten (10) Business Days of receipt, a copy of every notice or other communication received from or sent by any person or body concerning health and safety and/or environmental matters and relating to the Deliverables, including HSE data.
- 23.3 The Partner shall notify TfL as soon as reasonably practicable and in any event not less than ten (10) Business Days prior to the removal from and/or delivery to TfL Premises of anything which is toxic, explosive or otherwise hazardous to the health of persons, property or the environment, identifying the hazard(s) and giving full details of the precautions to be taken together with details of the safe manner of use, handling, transport and storage. The Partner shall also ensure that at the time of removal and/or delivery each such item is suitably packed and is identified on the outside as hazardous.

#### **24 Environmental, Social and Corporate Governance & Sustainability**

The provisions of Schedule 20 (Environmental, Social and Corporate Governance and Sustainability) shall apply as stated in a particular Call-Off Contract.

#### **25 Prohibited Acts**

- 25.1 The Partner warrants that in entering into this Agreement no Partner Party has committed any Prohibited Act, and that in relation to this Agreement, each Partner Party shall:
  - (a) not commit a Prohibited Act;
  - (b) comply with Relevant Laws, and maintain and comply with throughout the Term, policies and procedures to ensure compliance with Relevant Laws (including any relevant industry code), and with any Policy Requirements in relation to the same, in each case as may be updated from time to time; and
  - (c) not engage in any activity, practice or conduct which constitutes an offence under Relevant Laws (or which would constitute such an offence if the offending activity, practice or conduct had been carried out in the United Kingdom).
- 25.2 The Partner shall take action to stop a Prohibited Act by Partner Parties, of which it is, or should be aware (having made reasonable enquiries), and shall immediately Notify TfL if it becomes aware of or suspects any Partner Party has:
  - (a) committed a breach of any of this clause 25 or has committed or attempted to commit a Prohibited Act;

- (b) been listed by any Relevant Authority as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in procurement programmes or contracts on the grounds of a Prohibited Act; or
  - (c) received a request or demand for any undue financial or other advantage of any kind in connection with this Agreement.
- 25.3 If the Partner notifies TfL pursuant to clause 25.2 or TfL becomes aware that any of the events listed in clause 25.2 have taken place, the Partner shall respond to TfL's enquiries promptly, co-operate with any investigation and allow TfL to audit any books, records and/or any other relevant documentation on an open book basis in accordance with this Agreement.
- 25.4 Without prejudice to the other provisions of this clause 25, the Partner shall ensure that all Partner Personnel are fully aware of TfL's policies on anti-bribery, anti-corruption, and anti-slavery notified in writing to the Partner from time to time by or on behalf of TfL.

#### **Termination in relation to Prohibited Acts**

- 25.5 TfL shall be entitled to terminate this Agreement if:
- (a) a Prohibited Act is committed by the Partner, any other Partner Party or any Partner Personnel not acting independently of the Partner or the other Partner Party;
  - (b) a Prohibited Act is committed by Partner Personnel or a Partner Party acting independently of the Partner or another Partner Party, unless, within 15 Days of a Notice from TfL, the Partner terminates (or procures the termination of) such Partner Personnel's or Partner Party's engagement and (where applicable) ensures that the performance of such Partner Personnel's obligations in relation to this Agreement are performed by another person.
- 25.6 The termination of this Agreement pursuant to this clause 25 shall entitle TfL and each TfL Party to terminate any other contracts between the Partner and TfL, or the Partner and such TfL Party (as appropriate) on Notice to the Partner.
- 25.7 If TfL terminates this Agreement in accordance with clause 25.5, the Partner will not be entitled to claim compensation or any further remuneration from TfL, regardless of any activities carried out or agreements with third parties entered into before termination.

#### **Indemnity in relation to Prohibited Acts**

- 25.8 The Partner shall indemnify TfL against any Liability arising out of or in connection with a breach of this clause 25 by any Partner Party.

## **26 Records and Audits**

### **Records**

- 26.1 The Partner shall maintain accurate and auditable records relevant to this Agreement and the Deliverables in accordance with sound and prudent financial management and the principles of Open Book Accounting until the later of the End Date and the expiry of the last Call-Off Contract to expire and for a period of six (6) years thereafter or such longer period as required by Applicable Law, including the following (**Records**):

- (a) all documents and records as are required to be maintained by it by Law;
- (b) all registers, records and any other documentation concerning health and safety and/or environmental matters and relating to the Deliverables;
- (c) details of the Prices, the manner in which they have been calculated and copies of all invoices and supporting documentation; and
- (d) copies of any reports, registers or analogous documentation that the Partner is required to provide (or procure the provision of) to TfL pursuant to any provision of this Agreement.

26.2 The Partner shall at any time whilst the Partner is required to retain Records pursuant to clause 26.1, promptly on request from time to time, provide copies of any Records to TfL and permit the Records to be copied to or examined or inspected by TfL and any Relevant Authority or Replacement Partner.

**Notification of Investigation or Audit**

26.3 Without prejudice to clause 25 (Prohibited Acts), the Partner shall immediately give Notice to TfL if the Partner or any other Partner Party becomes aware of any of the following, except to the extent it is prohibited from doing so by Law:

- (a) any investigation into any TfL Party by any Relevant Authority, providing all details in its possession;
- (b) any disciplinary proceedings instituted by any Relevant Authority against it or any Partner Party in any jurisdiction to the extent it impacts the Deliverables and the performance of this Agreement.

**Rights to Audit**

26.4 The Partner shall, until the later of the End Date and the expiry of the last Call-Off Contract to expire and for a period of six years thereafter, permit (subject to appropriate obligations of confidentiality) any TfL Party and any Relevant Authority supervised access on reasonable notice in accordance with clause 26.6 during normal business hours to the Partner premises and to any Partner Personnel, systems and relevant records (including Records) as may be reasonably required in order to:

- (a) fulfil any request by any Relevant Authority or to allow TfL to comply with Law;
- (b) confirm that each Partner Party is complying with TfL Policy Requirements and Laws;
- (c) inspect any part of the Deliverables or any processes used to produce or procure the Deliverables to verify that the Partner is complying with its obligations in this Agreement;
- (d) conduct a comparison audit of the Deliverables against other providers of comparable goods or services which may include cost and quality;

- (e) confirm that the Partner's systems protect the confidentiality and security of data, including any of TfL's Confidential Information and that the Partner is complying with clause 15 (GDPR and Cyber Security) and Schedule 14 (Personal Data);
- (f) verify the accuracy of the Prices or identify or investigate suspected fraud; and/or
- (g) enable TfL to deal fully with enquiries, complaints or claims made by TfL customers or other third parties.

### **Cooperation**

- 26.5 The Partner shall provide reasonable cooperation, access and assistance in relation to any audit pursuant to clause 26.4, whenever requested by TfL (including in relation to any investigation or audit by a Relevant Authority).

### **TfL Notice of Audits**

- 26.6 TfL will provide at least ten (10) Days' Notice of its intention to conduct an audit unless required by a Relevant Authority, or if due to a suspected fraud or suspected material Default or for the purposes of confirming that the Partner is complying with clause 15 (GDPR and Cyber Security).

### **Audit Costs**

- 26.7 The Parties will each bear their own costs and expenses of complying with this clause 26, unless an audit identifies a material Default by the Partner (or any other Partner Party), in which case the Partner shall reimburse TfL all reasonable costs and expenses incurred in the course of the relevant audit.

### **Matters Revealed by Audits**

- 26.8 If an audit identifies that the Partner has failed to perform its obligations under this Agreement the Partner shall rectify the relevant failure within the timeframe specified by TfL.

## **27 Force Majeure Events**

- 27.1 A Party will not be in breach of this Agreement or otherwise liable to the other Party for any failure or delay in performing its obligations under this Agreement to the extent this is due to a Force Majeure Event affecting it or the other Party, but in the case of the Partner only if the Partner has complied with clause 27.2, and the impact of that Force Majeure Event could not have reasonably been avoided or prevented by the Partner.

- 27.2 If a Force Majeure Event affects the Partner, the Partner shall:

- (a) as soon as reasonably practicable after becoming aware of the Force Majeure Event give Notice to TfL setting out details of the nature, extent, impact and anticipated duration of the Force Majeure Event and the steps it is taking and/or proposes to take to comply with clause 27.2(b);
- (b) use reasonable endeavours to mitigate the effects of the Force Majeure Event and continue to perform its affected obligations, and to ensure that the impact of the Force

Majeure Event comes to an end, including taking such steps as TfL reasonably requires;

- (c) inform TfL of all developments relating to the Force Majeure Event and the steps being taken to comply with clause 27.2(b), including giving regular written updates on all matters covered by the Notice given under clause 27.2(a) and by attending such meetings and supplying such information as TfL reasonably requires; and
- (d) continue to perform all of its obligations under this Agreement which are unaffected by the Force Majeure Event.

## **PART 9: BOILERPLATE**

### **28 Dispute Resolution**

#### **Referral Notice**

- 28.1 Subject to clause 28.5, no Party may commence proceedings relating to a Dispute without serving Notice (**Referral Notice**) on the other Party of the relevant Dispute or receiving a Referral Notice from the other Party in relation to the same Dispute.

#### **Stage One Referral**

- 28.2 Following service of a Referral Notice, each Party shall refer the Dispute to their Representative for resolution, and procure that the Representatives meet as soon as possible and no later than 7 Days after the date of service of the Referral Notice, and negotiate in good faith to attempt to resolve the Dispute.

#### **Stage Two Referral**

- 28.3 If a Dispute has not been resolved within 7 Days after the date of service of the Referral Notice each Party shall refer the Dispute to the relevant Senior Manager and procure that those representatives meet as soon as possible and no later than 14 Days after the date of service of the relevant Referral Notice, and negotiate in good faith and attempt to resolve the Dispute.

#### **Mediation**

- 28.4 If a Dispute is not resolved within 21 Days of service of the relevant Referral Notice, and both Parties agree in writing to do so, as an alternative to commencing proceedings under clause 32.1, the Parties will attempt to settle the Dispute by mediation in accordance with the CEDR Model Mediation Procedure in each case irrespective of whether clauses 28.2 and 28.3 have been complied with. Either Party may withdraw from a mediation at any time.

#### **Right to seek Injunctions, Specific Performance, and (if applicable) to Adjudicate**

- 28.5 Nothing in this clause 28 will prevent or delay either Party from:
- (a) seeking orders for specific performance, interim or final injunctive relief;
  - (b) exercising any rights it has to terminate this Agreement; or

- (c) commencing any proceedings where this is necessary to avoid any loss of a claim due to the rules on limitation of actions.

### **Inadequacy of Damages**

- 28.6 Without prejudice to any other rights or remedies that TFL may have, each Party acknowledges and agrees that damages alone may not be an adequate remedy for any breach of this Agreement by the other Party. Accordingly, either Party shall be entitled to seek the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this Agreement.

### **29 Notices**

- 29.1 Any notices sent under this Agreement must be in writing and sent to the relevant Representative using the contact details stated in the Contact Particulars or at such other address as the relevant Party may Notify to the other Party for the purpose of service of notices under this Agreement and subject to clause 29.2, the following table sets out the method by which notices may only be served by one of the following methods:

<b>Manner of Delivery</b>	<b>Deemed time of service</b>	<b>Proof of service</b>
Email	9.00am on the first Business Day after sending.	Dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message.
Personal delivery	On delivery, if delivery is between 9.00am and 5.00pm on a Business Day, otherwise at 9.00am on the next Business Day.	Properly addressed and delivered as evidenced by signature of a delivery receipt.
Prepaid, Royal Mail Signed For 1st Class or other prepaid, next working day service providing proof of delivery.	At the time recorded by the delivery service, if between 9.00am and 5.00pm on a Business Day, otherwise at 9.00am on the same Business Day (if delivery before 9.00am) or on the next Business Day (if after 5.00pm).	Properly addressed, prepaid and delivered as evidenced by signature of a delivery receipt.

- 29.2 Notices issued pursuant to any of the following clauses may only be served as an attachment to an email if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in the table in clause 29.1:

- (a) clause 20 (Termination);
- (b) clause 27 (Force Majeure Events); and

(c) clause 28 (Dispute Resolution).

29.3 Failure to send any original notice by personal delivery or recorded delivery in accordance with clause 29.2 shall invalidate the service of the related e-mail transmission. The deemed time of delivery of such notice shall be the deemed time of delivery of the original notice sent by personal delivery or Royal Mail Signed For 1st Class delivery (as set out in the table in clause 29.1) or, if earlier, the time of response or acknowledgment by the other Party to the email attaching the notice.

29.4 Any notices sent by should be sent to the following recipients as applicable (and if notices are sent by post or personal delivery, a copy of the original notice must also be sent at the same time by e-mail to the following recipients):

(a) on behalf of TfL:

Email: [ICF.Innovation@tfl.gov.uk](mailto:ICF.Innovation@tfl.gov.uk); and

Madeline Lake, [REDACTED]

Post: [REDACTED]

[REDACTED] on behalf of the Partner:

Email: [legal.services@soprasteria.com](mailto:legal.services@soprasteria.com)

Post: [REDACTED]

## **30 Assignment and Change of Control**

### **Assignment**

30.1 Subject to clause 31 (Sub-Contracting), the Partner shall not assign, novate, transfer, charge, hold on trust for any person or deal in any other manner with any of its rights under this Agreement and/or a Call-Off Contract without TfL's prior written consent.

30.2 TfL may at its discretion assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Agreement and/or a Call-Off Contract to any TfL Party and the Partner shall, at TfL's request, enter into a novation agreement in such form as TfL shall reasonably specify in order to enable TfL to do so. Any other assignment, novation or transfer by TfL shall be subject to the Partner's prior written consent (not be unreasonably withheld or delayed).

### **Change of Control**

30.3 The Partner shall give TfL at least sixty (60) Days' prior written notice of any proposed change of Control of the Partner, in which case:

(a) within thirty-five (35) Days of such notice TfL may notify the Partner of any objection to such change of Control;

- (b) if TfL objects, the Parties shall meet within ten (10) Days after TfL's notice of objection in order to discuss TfL's concerns, and if such concerns are resolved to TfL's reasonable satisfaction, TfL shall withdraw its notice of objection.

30.4 If TfL's concerns in respect of a change of Control are not resolved within ten (10) Days after TfL's notice of objection (**Backstop Date**), and as a result of the change of Control:

- (a) the Partner will be owned or controlled by an entity domiciled in a country outside of the UK or the European Union and this gives TfL reasonable grounds for concern;
- (b) in the reasonable opinion of TfL, the Partner's ability to supply the Deliverables may be materially affected; or
- (c) in the reasonable opinion of TfL, it would be detrimental to TfL's reputation and regulatory obligations and functions to continue to contract with the Partner;

then TfL may no later than the Backstop Date issue a Notice identifying which of the above conditions it believes apply and the reasons for such belief and unless the Partner gives Notice that the change of Control will not occur, clause 20.2(g) shall apply.

## **31 Sub-Contracting**

### **Restrictions on Sub-Contracting**

31.1 The Partner may not subcontract any of its obligations under this Agreement without TfL's prior written consent (such consent to be given at TfL's sole discretion), except to a Permitted Sub-Contractor.

31.2 Each sub-contract entered into by the Partner must:

- (a) prohibit the sub-contractor from sub-contracting any of its obligations;
- (b) contain a clause equivalent to clause 25 (Prohibited Acts) and require the sub-contractor to comply with TfL Policy Requirements;
- (c) contain clause(s) discharging the Partner's obligations under clause 15 (GDPR and Cyber Security);
- (d) grant TfL rights to enforce the contract in accordance with the Contracts (Rights of Third Parties) Act 1999; and
- (e) contain provisions in relation to Intellectual Property Rights which:
  - (i) are consistent with the Partner's rights and obligations under clause 14 (Intellectual Property Rights);
  - (ii) ensure that any sub-licence of TfL IPR to the sub-contractor is permitted under this Agreement; and
  - (iii) is subject to the sub-contractor using such Intellectual Property Rights only for the Permitted Purpose, and complying with terms equivalent to those which apply to the Partner under this Agreement.

31.3 To the extent that there is any conflict between this clause 31 (Sub-Contracting) and clause 15 (GDPR and Cyber Security) the terms of clause 15 (GDPR and Cyber Security) will prevail.

## 32 General

32.1 **No Waiver:** failure to exercise a right or remedy provided by this Agreement or by law shall not constitute a waiver of the right or remedy or other rights or remedies. A waiver of any right or remedy will only be valid if it is in writing and signed by the Party giving it and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right or remedy.

32.2 **Entire Agreement:** this Agreement constitutes the entire agreement and understanding of the Parties in respect of its subject matter (and supersedes any previous agreement between the Parties in respect of such subject matter) and in entering into this Agreement, neither Party has relied on or shall have any remedy (either in contract or tort) in respect of any statement, representation or warranty which is not expressly set out in this Agreement (without limiting or excluding any liability for fraud or fraudulent misrepresentation). Without limitation, in particular the Partner agrees that any standard terms and conditions of business (or similar) of the Partner shall not apply to the Deliverables provided under this Agreement. Notwithstanding anything to the contrary in any standard terms and conditions of the Partner or in any quotation, advice, note, invoice, acknowledgement, letter or any other documents issued or sent by the Partner, the terms of this Agreement shall prevail.

32.3 **No Agency:** nothing in this Agreement is intended to or shall create a partnership, relationship of principal and agent, or joint venture between the Parties, or authorise either Party to obligate or bind the other Party in any manner whatsoever.

32.4 **Third Party Rights:** TfL enters into this Agreement for its own benefit and for the benefit of TfL Parties, each of whom shall be entitled to enforce the terms of this Agreement. Any Approved Replacement Partner will be entitled to enforce clause 14.6(a), paragraph 5.5 of Schedule 6 and Schedule 18 (TUPE) but no other person or third party shall have rights to enforce the terms of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

32.5 **Costs:** Except as expressly provided in this Agreement, each Party shall bear its own costs in performing this Agreement; and:

(a) the Prices are the only monies payable by TfL to the Partner in consideration for the Partner performing its obligations under this Agreement and any Call-Off Contract, which will be inclusive of all costs and expenses incurred by the Partner including all tariffs, duties, travel, accommodation and subsistence expenses (regardless of any unexpected events, including (without limitation) a sub-contractor's fee being higher than expected); and

(b) the Partner will not increase any Prices unless approved by TfL under a relevant Call-Off Contract.

32.6 **Invalidity:** if any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-

provision under this paragraph shall not affect the validity and enforceability of the rest of this Agreement.

- 32.7 **Remedies not Exclusive:** save as otherwise provided in this Agreement, the rights and remedies set out in this Agreement are in addition to and not exclusive of any rights and remedies provided by law. The exercise of any right by TfL is, unless otherwise stated, without prejudice to its other rights.
- 32.8 **Joint and Several Liability:** if the Partner constitutes a joint venture, consortium or other unincorporated grouping of two or more persons:
- (a) these persons shall be deemed to be jointly and severally liable to TfL for the performance of this Agreement;
  - (b) these persons shall notify TfL of their leader who shall have authority to bind the Partner and each of these persons; and
  - (c) the Partner shall not alter its composition or legal status without the prior consent of TfL.
- 32.9 **Further Assurance:** each Party shall at its own cost execute all such documents and take all steps do as the other Party reasonably requests from time to time in order to give full effect to this Agreement;
- 32.10 **Counterparts:** this Agreement may be executed in counterparts, each of which will constitute an original, but which will together constitute one agreement. Transmission of an executed counterpart of this agreement or the executed signature page of a counterpart of this agreement by email (in PDF, JPG or other agreed format) shall take effect as the transmission of an executed "wet-ink" counterpart of this agreement. If this method of transmission is adopted, without prejudice to the validity of the agreement thus made, each party shall on request provide the other with the "wet ink" hard copy originals of their counterpart.
- 32.11 **Governing Law and Jurisdiction:** this Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed according to the law of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction to determine any dispute relating to the same.

**This Agreement** has been entered into on the date stated at the beginning of it.

**Schedule 1**  
**Specification**

## **Schedule 1**

### **The Specification**

Date: November 2023

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## DEFINITIONS

Term	Definition
Benefit/s	The intangible and measurable improvement/s derived from the activities carried out within the scope of the Framework Agreement and required to develop the Call-Off Particulars.
Co-creation	The collaborative design and development of new value (concepts, solutions, works, supplies, services, processes) by TfL, the Framework Partner and/or the Framework Partner's Innovation Ecosystem.
Co-create / Co-creating / Co-created	The act of collaboratively designing and developing new value (concepts, solutions, works, supplies, services, processes) by TfL, the Framework Partner and/or the Framework Partner's Innovation Ecosystem.
Commercialisation	The process at Phase 3 of a Call-Off Contract of bringing the Deliverables created under the Framework Agreement to market overseas or outside TfL in the UK. This may include distribution, marketing, sales, customer support and other key functions critical to achieving the commercial success of the new works, supplies and services.
Co-commercialisation	The process by which the Parties at Phase 3 of a Call-Off Contract collaborate to bring the Deliverables to market overseas and/or outside TfL in the UK.
Ecosystem	<p>A network of organisations which:</p> <ul style="list-style-type: none"> <li>(a) is managed, grown and nurtured by the Framework Partner;</li> <li>(b) will include (for example) start-ups, Small to Medium Sized Enterprises (SMEs) and academic institutions;</li> <li>(c) co-evolve capabilities around a shared set of technologies, knowledge or skills; and</li> <li>(d) work cooperatively and competitively to develop new works, supplies and services</li> </ul>
Emerging Technologies	Technologies that are not commonly used by transit or city authorities nor commonly applied to solve problems related to the Framework Themes, but which have the potential to be more widely adopted to support improvements in these areas.
Innovation	The creation of unique works, supplies and services that solve problems in new ways and deliver tangible improvements.
Innovation Ecosystem	See 'Ecosystem'
Innovative	Describes works, services or supplies (whether newly created, or fully or partially off-the-shelf) that have not

	<p>been trialled or adopted in TfL but which have been tested (and testing can be evidenced) and scaled in a non-mobility focused setting; or have only been successfully tested in a lab/controlled environment/test bed and meet all TfL's safety, security and other standards; or have not yet been tested and can be trialled by TfL in a controlled test bed setting.</p>
Scaling / Scale-up / Scale	<p>Framework Partner's process as described in a Phase 2 Call-Off Contract of creating the capacity and capability to roll out, in TfL, Deliverables developed in Phase 1.</p>

## 0. ORGANISATIONAL OVERVIEW

### 0.1 Transport for London (TfL)

TfL was established in 2000 as the integrated authority responsible for London's transport system. As a functional body of the Greater London Authority, TfL's primary role is to implement the Mayor of London's Transport Strategy and run the day-to-day operation of the city's transport network.

On top of managing a fleet of 9,300 buses and London Underground which serves 272 stations, we manage twelve other modes transport including river services and cycle hire. We also maintain London's busiest roads, operate various road user charging schemes and develop our estate to benefit Londoners.

Further background on what TfL does can be found on the TfL website here:

<https://tfl.gov.uk/corporate/about-tfl/what-we-do>

### 0.2 Business Unit

The Open Innovation team in the Strategy and Innovation Directorate works with innovators to find better, faster and cheaper ways to solve some of TfL's key challenges through co-innovating with start-ups, scale ups, corporates, academia and other partners.

Rather than prescribing solutions, we instead look to the market for creative, resourceful and novel approaches to our problems. The International Chamber of Commerce has recognised us as 'leaders in open innovation' in the public sector.

To encourage these partnerships, we provide expertise, mentorship and access to the TfL network using London as a test-bed. Innovating with the market lets us solve problems quickly and more cost-effectively, improving our network and making life better for Londoners.

As well as solving current TfL challenges, we are also keen to meet with innovators who can help us understand the direction of travel for Emerging Technologies.

In all cases, whether we're carrying out horizon scanning or running a live challenge, we're focused on mobility innovations that will further the aims of the [Mayor's Transport Strategy](#).

# 1. INTRODUCTION

## 1.1 Background

TfL has been trialling corporate innovation partnerships since 2019 when we entered into a partnership with Bosch with a focus on co-developing Innovative solutions to solve some of our problems. This was followed by a further corporate Innovation Partnership with Mercedes Benz. The learnings from these experiences have inspired our vision for a framework to enable TfL to set up more of these initiatives and extend the scope beyond pure research and development in order to also enable the Scale-up and Co-commercialisation of Innovative solutions.

In December 2020, TfL issued an Expression of Interest (“**EoI**”) to gauge the appetite of the market for TfL’s first ever Innovation Collaboration Framework (“**ICF**”). We knew it was important to base our approach on market insight and we elicited nearly 60 responses from a range of suppliers - corporates, start-ups, SMEs and academia - most of whom were broadly supportive of our proposal. This was followed by a series of one-to-ones with a cross-section of suppliers to share our vision and gather their feedback. This engagement with the market, along with discussions with TfL senior stakeholders, has informed the design of this framework.

## 1.2 Influencing factors

The following factors have influenced TfL’s decision to develop the ICF as a new route to market:

### (i) Agility

Suppliers have told us that we can be slow and bureaucratic to work with. For example, we often hear them saying they have carried out successful R&D trials with us but, due in part to complex procurement processes, they have not been rolled out or scaled up. In order to get the most value out of R&D, we need to be able to scale up successful products at speed.

### (ii) Investment

The pandemic has had a long-lasting impact on TfL’s finances. We recognise that the market wants to co-innovate with TfL because of what TfL offers in return. To retain our reputation as one of the world’s leading transport authorities, deliver the objectives set out in the Mayor’s Transport Strategy and continue to develop new products and services for London that benefit our citizens, we need a new route to develop and scale Innovative solutions in transport. A fundamental driver for this framework is to focus on mutual value whereby Framework Partners will provide R&D investment and TfL will

provide specified access to data, assets, subject matter experts and TfL's brand (which is seen as highly credible internationally) in return.

This is a unique opportunity for market players to invest in co-creating products with TfL that are proven to meet the needs of city transport authorities and can be marketed globally.

### **(iii) Partnerships and Co-creation**

The relationship between government agencies and innovators has - in the past - been primarily transactional, offering further opportunities for establishing more Innovative ways of working. Based on our learnings from the trials we ran with Bosch and Mercedes Benz, there are major benefits to be had from establishing genuine long-term Innovation Partnerships based on trust and collaboration.

So, rather than producing Innovative solutions independently, a co-development iterative approach means there is greater value for the partner.

### **(iv) Revenue**

Through this framework, there is an opportunity for creating new revenue sources. In return for our investment in Co-creating products with Framework Partners, we will expect a gainshare of sales of products that are commercialised.

### **(v) Access to mobility start-ups and academia**

Government procurement practices can sometimes make it harder for us to work with cutting edge mobility start-ups, SMEs and academic research bodies. We are looking for Framework Partners with lively Innovation Ecosystems to bring up-and-coming talent to the table so together we can harness new ideas from the best start-ups, SMEs and academic institutions via the Innovation Ecosystem that they nurture.

## **1.3 Key principles and objectives**

### **(i) Key principles**

- Co-create Innovative works, goods or services that solve TfL's challenges where Innovation is needed
- Develop genuine long-term partnerships based on mutual benefit, collaboration, openness and transparency

- With Framework Partners, focus on the right<sup>1</sup> Problem Statements<sup>2</sup>, maximising the chances for the Innovative solution to work
- Quickly adopt, test and iterate Innovative solutions with consideration always given to Scaling-up products in London
- Co-commercialise successful products and share revenue
- Access to each Framework Partner's Innovation Ecosystem of leading start-ups, academic institutions and/or SMEs

## **(ii) Objectives**

The ICF shall give TfL rapid access to up to three selected Framework Partners. Through Co-creation of Innovative solutions, these Partners will help TfL solve key Problem Statements and deliver our strategic and business objectives.

In addition, the main objective of the Framework is to provide a route to market for TfL through the application of up to these three Phases, which comprise activities to:

- Co-create and trial new products (works, supplies and services) that solve our most complex problems, using London as a test-bed. Framework Partners will self-fund this R&D phase;
- Scale-up and roll out these products for TfL in London. Where appropriate, TfL will purchase (or enter another arrangement) Co-created products at an agreed Price as set out at Part 4 of Schedule 6 of the Framework Agreement; and
- where there is market appetite, Co-commercialise the product in the UK and/or overseas, with TfL and the relevant Framework Partners sharing profits via mutually agreed gainshare or royalties from sales (see Appendix 1 of Schedule 6 of the Framework Agreement).

Through a mutual value approach, TfL will endeavour to provide the right problems, access to data/test-bed and subject matter experts and help to design a business case. In return, Framework Partners will fund the R&D

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<sup>1</sup> Problem Statements allotted to the Framework Partners may be evaluated on the following attributes to ensure their suitability (this is not a comprehensive list): No existing off the shelf products on the market that could solve the problem; alignment with the capabilities of the Partners and their Innovation Ecosystems; alignment with areas of interest of the Framework Partners and their Innovation Ecosystems; availability of TfL subject matter experts; confirmation of TfL funding for scaling and implementation

<sup>2</sup> A Problem Statement concisely identifies and frames the challenge TfL has asked the Partners to explore and solve. Problem Statements are usually developed by the Design Thinking team in Open Innovation in collaboration with TfL business areas and subject matter experts and relate to the Framework Themes (see 2.2). The Framework Partners may also identify problem statements relating to the Framework Themes for TfL to consider taking forward under this Framework.

elements of the trial. We are particularly interested in organisations with access to development and/or manufacturing capabilities.

Each Framework Partner will ensure it has access to an existing Innovation Ecosystem of innovators, including start-ups, academia, and SMEs, to bring into projects where they can add value. Framework Partners will also be encouraged to collaborate with suppliers who have registered on TfL's Innovators' Database<sup>3</sup> where appropriate.

The Partner will also provide a dedicated single point of contact to manage and grow the partnership with TfL as described in clause 8.2 of the Framework Agreement.

Over the past three years, we have trialled working in this way with collaboration partners and these trial partnerships have highlighted a range of mutual benefits. TfL will offer similar benefits to suppliers on the Framework as agreed in relation to each Call-Off Contract:

- TfL will provide a single point of contact representing the whole organisation to work with each Framework Partner's team to build long term relationships based on trust and common understanding of each other's goals. They will bring in TfL expertise and resources as required in accordance with clause 8.3 of the Framework Agreement;
- TfL subject matter experts will work with Framework Partners to support specific projects;
- TfL may share data to support the Co-creation initiatives carried out under the Framework;
- Where appropriate, we can offer the Framework Partners the opportunity to test and trial new products on our network and streets;
- Where applicable, Framework Partners will be given the opportunity to work with relevant local government departments, e.g. borough councils, British Transport Police, the Greater London Authority (GLA) and local community networks. It may also be relevant to work with TfL's other suppliers such as bus operators;
- Products developed under this framework could be tested by our teams to develop compelling case studies to showcase their value to other city authorities;
- Where deemed appropriate, TfL will promote successful projects through their PR team and work with each Framework Partner's PR teams on joint campaigns and support sales activities. We have found that having the stamp of authority from a globally respected public sector transport organisation means products are more likely to be trusted by other government agencies in the UK and abroad; and
- TfL's international consulting operation can also support Framework Partners with the promotion of Co-created, co-commercialised products to overseas markets.

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<sup>3</sup> Those interested in solving TfL's challenges can register with us here: <https://airtable.com/shrxdVcfs2BClgx12>

This Framework Agreement will give Framework Partners an opportunity to gain a greater understanding of working within the public sector and the associated challenges and priorities. There are real opportunities to improve not just the lives of our customers, but also benefit the whole of London. Please see our [website](#) for examples of recent, collaborative, success stories.

Whilst we have described our vision in detail, it is also important to clarify what we are *not* looking for under this Agreement:

- This is not an opportunity to sell us products unless they are Innovative; we are looking for Innovative solutions co-developed with TfL.
- This vehicle shall only be used where genuine value and mutual Benefit can be derived; it shall not be used for routine procurement requirements.
- We are not looking to solely procure theoretical consultancy, innovation process and strategy services, Framework Partners must have the grounded capability to deploy real-world solutions.

## 2. SCOPE

### 2.1 General Requirement

The ICF will comprise one single lot with the name “**Healthy Streets and Healthy People / A Good Public Transport Experience**”, referencing TfL’s key strategic goals in these areas as presented in the [Mayor’s Transport Strategy](#) as well as our Vision and Values (see Figure 1).



Figure 1 TfL Vision and Values

Individual projects (“**Innovation Projects**”) will develop solutions to Problem Statements or challenges related to one, or more, of the framework “Themes” as set out in section 2.2 below and will deliver one or more of the “Services, Supplies or Works” requirements listed in section 2.3.

Innovation Projects will follow the Phases described in section 2.4 below although not all Phases may be applicable to individual Innovation Projects.

A panel of up to three Framework Partners will be appointed. It is TfL’s intention that Call-Off Contracts will be assigned by direct allocation according to expertise, capability and/or capacity including as described in the Partner’s Research and Development Roadmap in accordance with paragraph 3 of Schedule 3 of the Framework Agreement. TfL will reserve the right to operate a Mini-Competition in accordance with paragraph 4 of Schedule 3 of the Framework Agreement where it is deemed that this is likely to offer enhanced value. Further details can be found in the Instructions to Tender and Schedule 3 of the Framework Agreement.

As provided for in clause 11.3 of the Framework Agreement, one or more Framework Partners may also collaborate to deliver an Innovation Project. Where this is the case a “**Lead Partner**” will engage with the other Framework Partners as needed to collaborate on defining, developing, implementing and co-commercialising new products. In this scenario, the Lead Partner will contract with other Framework Partner(s). TfL’s contract shall be with the Lead Partner alone (who shall remain primarily liable to TfL).

Framework Partners will also be expected to use their established Innovation Eco-system in the delivery of Innovation Projects. Where such parties are utilised, contractual arrangements with third parties will be the responsibility of the Lead Partner (who shall remain primarily liable to TfL), not TfL.

## **2.2 Framework themes**

Problem Statements submitted to Framework Partners will cover one or more of these themes (“**Themes**”). More detail on these Themes can be found in the [Mayor’s Transport Strategy<sup>4</sup>](#), [the Cycling Action Plan<sup>5</sup>](#), [the Buses Action Plan<sup>6</sup>](#), [the Freight and Servicing Action Plan<sup>7</sup>](#), [the Vision Zero Action Plan<sup>8</sup>](#) and the [Walking Action Plan<sup>9</sup>](#):

### **Active, inclusive and safe travel**

For example:

Importance of buses in supporting active travel and healthy streets, Vision Zero<sup>10</sup> for road danger, personal safety and security

### **Making more efficient use of the street network**

For example:

Tackling congestion, efficient deliveries, reducing car use, changing the way we pay for our roads

### **Improving air quality and the built environment**

For example:

Achieving a zero-carbon city and good air quality, transport noise and vibration, natural and built environment climate change resilience

### **Healthy staff**

For example:

Staff mental health and wellness, workforce resilience

### **Improving public transport and streets to provide an attractive whole journey experience to increase ridership**

For example:

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<sup>4</sup> <https://www.london.gov.uk/sites/default/files/mayors-transport-strategy-2018.pdf>

<sup>5</sup> <https://content.tfl.gov.uk/cycling-action-plan.pdf>

<sup>6</sup> <https://content.tfl.gov.uk/bus-action-plan.pdf>

<sup>7</sup> <https://content.tfl.gov.uk/freight-servicing-action-plan.pdf>

<sup>8</sup> <https://content.tfl.gov.uk/vision-zero-action-plan.pdf>

<sup>9</sup> <https://content.tfl.gov.uk/mts-walking-action-plan.pdf>

<sup>10</sup> <https://tfl.gov.uk/corporate/safety-and-security/road-safety/vision-zero-for-london>

Secure and well-located cycle parking, well designed gateways and routes to and from public transport

**Improving safety and security on public transport**

For example:

Eliminating fare evasion, Vision Zero for public transport, new and innovative ways of communicating safety messages

**Making public transport easier and more pleasant to use**

For example:

Improving reliability, designing more attractive bus environments

**Improving customer service across the network**

For example:

Accurate real time information, improving information about bus disruptions, customer service innovations, connectivity on public transport

**Improving public transport accessibility and inclusivity**

For example:

Designing accessible bus shelters, developing accessible wayfinding solutions, reviewing bus design to make buses more accessible.

**2.3 Services, Supplies and Works**

When pursuing Problem Statements under the Themes outlined above, one or more of the following services, supplies and/or works requirements may be provided by Framework Partners during the life of the Agreement:

**R&D – Test and Trialling**

Research, experimental and development services - laboratory testing, experimental development, design, trial, iterate, testing evaluating and potential business case development. Pre-feasibility study & technological demonstration to test a problem-solving solution.

**Hardware and other equipment**

Provision of all hardware for the transmission of information, computer related peripherals, including (but not limited to) receivers, screens, readers, sensors, cameras, mobile devices

**Software and other equipment**

Information Technology and Software / Software packages to provide Automated streamlined, electronic process through a platform. This includes software development, programming, prototyping, analysis, forecasting, consulting, and supporting of software.

**Virtual Reality**

Production of Audio-visuals, Mobile Applications, Electronic Publications based on HTML and Applications Based on Virtual Reality (VR), Immersive Technologies and Augmented Reality (AR) Technologies

**Digital services**

Based on communications and information technology which encompasses the services of e-market, electronic payments, blockchain technology solutions and Associated Services, web search and/or cloud-based services.

**Artificial Intelligence**

Development of digital systems that improve their performance on a given task over time through experience.

**Connectivity & Data Transmission**

Communication and related; network related systems, equipment, access as well as installation, maintenance of transmission apparatus and communication / telecommunication equipment, telematics

**Provision of Enterprise Data and Application solutions**

Solution identification, design, development, implementation, software, data take-on, migration, integration, design and development of datasets and security; user training, maintenance, and support.

**Electrical Supply Testing and Installations**

Telecommunications and cabling infrastructure including but not limited to access control, security systems and infrastructure

**Supply and Installation (or supply only) of Transportation, Transport Equipment and Transport Systems equipment**

Including but not limited to signage, signals Variable Message Signs, recognition Systems, CCTV, Variable Speed Limits and Lane Control Systems simulators, sensors. Design and supply of surface and equipment for highways and roads. Bicycles and cycling equipment or accessories.

**Development and supply of Microelectronic machinery**

Including apparatus and microsystems for example semiconductors, transistors, diodes and sensors.

**Provision of advice and testing of Laboratory, optical and precision**

Equipment; navigational, geographical, geological, geophysical, and meteorological instruments, expertise, and equipment.

**Environmental improvement works, products and services**

Air quality management, pollution monitoring and impact assessments. Natural resources management & conservation

**Device and data management**

Including but not limited to integration, analytics subscription and connectivity management, application enablement and management, security, Internet of Things (IoT) enablement (advice) and implementation services IoT related hardware

**3D Printing**

3D printing, additive manufacturing. Creation of three dimensional objects layer-by-layer using a computer created design

### **Robotics**

Including but not limited to the design, construction, operation and use of robots.

## **2.4 Building the partnership**

Genuine partnerships between TfL and the (up to) three Framework Partners, based on mutual Benefit and trust, are the foundation for successful delivery of the Framework . The first, and arguably most important part of the framework process, will be to focus on:

- establishing a single point of communication for TfL and each Framework Partner. TfL will appoint a TfL Representative;
- nurturing the relationship between key individuals from the Framework Partners and TfL;
- understanding each other's culture and processes;
- sharing strategic objectives, key business challenges and roadmaps;
- identifying the “sweet spots” – shaping initiatives that deliver maximum value for TfL and the Framework Partners;
- openness and transparency around costs, pricing, sales and profit margins;
- putting in place the processes for tracking investment from each Framework Partner, agreeing revenue share for Co-commercialisation, IP ownership etc; and
- agreeing the frequency of partnership meetings to review performance of the framework activities, plan PR campaigns/events and update on strategic goals.

## **2.5 Project Phases**

Innovation projects may comprise up to three Phases. The number of Phases may vary, for example one or more of the Phases may be combined or run in parallel when instructing a new Innovation Project.

For each Innovation Project a distinct Call-Off Contract will be agreed between TfL and the Framework Partner in accordance with Schedule 3 of the Framework Agreement - this will include the Phase 1 Call-Off Particulars which sets out the scope and particulars of the Project and will be in place prior to Phase 1 commencing. The Call-Off Contract can be adapted to cover multiple Phases following the procedures set out in Schedule 4 and Schedule 5 of the Framework Agreement, under which notification will be given by TfL to proceed to the next Phase by issuing a Phase 2 Commencement Notice or Phase 3 Commencement Notice (as applicable).

### **Problem Statement selection, briefing and award of Call-off Contract**

The Open Innovation team supports TfL business units to identify where Innovative solutions could be deployed to potentially solve TfL's most challenging problems through a portfolio of bespoke routes to market, which will include this framework. The team comprises several design thinking experts who work with colleagues to define, develop and prioritise Problem Statements. The team will identify suitable Problem Statements that have come through this process to be considered for submission as an Innovation Project to the Framework Partners. As the partnership between TfL and the Framework Partners matures, Framework Partners may also identify Problem Statements relevant to TfL's business and operations.

The internal criteria for selecting Problem Statements to become Call-off Contracts shall be:

- funding is available from the business sponsor for Scale-up (if required);
- there is no suitable 'off the shelf' solution already on the market;
- the project has been approved at a senior level within TfL;
- business unit has SMEs and other resources available to work with partners on the project;
- the solution has high potential to create value focusing on profitability, speed and quality; and
- the Partner has a suitable Innovative product(s).

Prior to a Call-Off Contract being awarded to a Framework Partner (either by direct award or via a Mini-Competition) in response to a Problem Statement, TfL will hold a knowledge sharing workshop to ensure that the Framework Partner(s) fully understand the Problem Statement brief, including any key dependencies such as the need to commission surveys or risk assessments so they can prepare their proposal.

TfL may issue a Problem Statement in accordance with clause 7.1 of the Framework Agreement. If TfL choose to proceed with a Call-off Contract whether by Direct Allocation or Mini Competition (see Schedule 3 of the Framework Agreement), a Framework Partner or Partners will be invited to submit a proposal for addressing the Problem Statement. The proposal shall include, for example, where applicable:

- The Framework Partner's R&D investment details, including allocated resource costs;
- Proposed sub-contractors;
- Details of existing IP owned by the Partner which will be utilised in or to develop the Deliverables IPR;
- Third party IP proposed to be utilised by the Partner, including COTS products and Open Source;
- Partner's proposed treatment of newly developed IPR, i.e. ownership and licensing provisions;
- Partner's processes for tracking newly developed IPR and reporting the updates to TfL;
- Cyber security planning as relevant;

- Assessment of potential for Co-commercialisation;
- Estimate of development costs if solution is successful;
- Estimate of whole life costs of solution;
- Project plan for Phase 1 with resources assigned and outline plans for Phases 2 and 3; and
- Key risks, dependencies, assumptions and constraints.

Once the Parties have agreed details of the proposal and TfL has approved the proposal, a Call-Off Contract will be signed by the Parties in accordance with paragraph 8 of Schedule 3 of the Framework Agreement. This Call-Off Contract will underpin Phase 1: Research and Development and will also underpin, once updated as necessary and where relevant, Phases 2 and 3 in accordance with Schedule 4 and Schedule 5 of the Framework Agreement respectively.

Where none of the Framework Partners has a suitable Innovative product(s) available to trial, TfL may set a deadline, in consultation with the Framework Partners, by which interested Framework Partners may achieve the criteria and submit a proposal.

### **Phase 1: Research & Development - Hypothesis, Co-creation, development of viable product, testing, trialling and defining success**

Following signing of a Call-Off Contract, this Phase will commence with a series of deep dive/initiation sessions, facilitated by the Partner with key members of the Parties' teams assigned to the Innovation Project including subject matter experts. A representative will be assigned by TfL to manage the project internally and work with the Partner's project team.

These sessions will focus on for example:

- setting up the project team, including resources from the Partner and TfL;
- agreeing roles and responsibilities;
- agreeing the level of input that TfL SMEs will provide to support Phase 1;
- agreeing any assets that TfL may need to provide to the Framework Partner;
- additional relevant data or information from TfL and Framework Partner SMEs;
- identifying third parties that will need to be involved or consulted, e.g. start-ups, academics, borough councils, other Framework Partners;
- defining the hypothesis for the trial;
- designing and planning the trial including timescales and milestones;
- undertaking required risk assessments, e.g. cyber security, privacy, electrical surveys;
- identifying key stakeholders e.g. borough councils, GLA, British Transport Police;
- identifying and mitigating risks and issues;

- agreeing a ceiling for implementation/Scale-up/whole life costs and a costing model (e.g. cost and materials) to ensure the proposed solution will be affordable for the sponsoring business area;
- identification of existing IP and developing mechanisms for monitoring IP development;
- sub-contract planning;
- early business/Commercialisation planning;
- understanding the level of business change needed; and
- setting Service Levels and related dates for measuring the success of the trial.

The Partner and TfL will work together to Co-create new products that solve TfL's problem (as set out in a Problem Statement). The parties will together deliver and assess trials of these products in London. The Partner and TfL will assess the success of the product against the Service Levels defined in the Call-Off Contract (if applicable). If a product is deemed to be unlikely to meet the Service Levels, TfL may elect to end the Call-off Contract before the intended completion of Phase 1 by terminating the relevant Call-Off Contract in accordance with applicable procedures in paragraph 20 of Schedule 6 of the Framework Agreement.

Framework Partners shall use appropriate and proven methodologies for the Co-creation of new products with TfL e.g. design thinking methodology / agile software development.

Detailed learnings from the trial, including an evaluation of the product against the original Service Levels, will be documented by the Framework Partner for sign off by TfL and the Framework Partner. The Framework Partner will also produce a proposal for Scaling and implementation outlining the business case and financial implications for TfL. Of key importance will be the demonstration of value to TfL and the identification of any "whole life costs" such as support, training and maintenance associated with Phase 2. TfL and the Framework Partner will together assess the appetite (financially and strategically) for a wider Scaling and implementation of the product in London.

The Framework Partner will deliver Phase 1 at no cost to TfL. Where Scaling is agreed, TfL will procure (see Phase 2 below) the Co-created product(s) at the agreed Price as described in paragraph 15.3 of Schedule 6 of the Framework Agreement. Where the Phase 1 roles identified at Schedule 12 do not align with those required at Phase 2, the Parties shall agree the Maximum Daily Rates for any additional roles as part of the Phase 2 Call-Off Particulars.

Where possible, TfL and the Framework Partner will begin to develop the approach to Co-commercialising the solution taking account of, for example, the input TfL may have had into their creation and the work of TfL colleagues in proving they are successful in London.

The Framework Partner will provide TfL with a free perpetual licence for use of all Partner Background IPR in relation to the Co-created Deliverables but

any intellectual property rights arising as a result of the Framework Agreement and/or a Call-Off Contract will be dealt with in accordance with clause 14 of the Framework Agreement.

The Framework Partner will also examine and document the opportunities for Co-commercialisation of the product in markets outside TfL including overseas markets and provide evidence to support their assessment. If this Co-commercialisation is desirable to both parties (following the Framework Partner's investigations) and the parties agree to move to Phase 3 under a Call-Off Contract in accordance with Schedule 5 of the Framework Agreement, the Framework Partner shall lead, with collaboration and support from TfL, the marketing and sales strategy for the product and the parties shall agree the gain share percentage for each party from Commercialisation activity.

It may be appropriate to promote successful innovations through PR either by TfL/the Framework Partner or jointly. This will be agreed by the Parties in accordance with clause 7.6 of the Framework Agreement.

## **Phase 2: Scaling and implementation in TfL**

Upon successful agreement between the Framework Partner and TfL to Scale-up the product, and once TfL has obtained internal funding and other related approvals, TfL may issue a Phase 2 Commencement Notice in accordance with Schedule 4 of the Framework Agreement and the Call-Off Contract will apply to this Phase 2 following receipt of a Phase 2 Acknowledgement Notice from the Framework Partner. (The Parties may agree to combine or run in parallel the requirements for Phases 2 and 3 in the Call-Off Contract at this point). It may be necessary to review the resources needed for this Phase 2 and appoint the relevant experts for the Scaling and implementation activities.

The Partner and TfL will together plan the Scaling and implementation of the product(s) within TfL, agree roles and responsibilities and develop a staff training plan (if needed). Together they will identify and mitigate key risks and issues and agree a communication plan.

From our experience of introducing innovation to TfL, a key part of implementation of new products is the business change process. On the request of TfL, the Framework Partner will work closely with the relevant senior managers and teams who will be using their products, demonstrating the Benefits that these products bring to them and providing relevant training.

## **Phase 3: Co-commercialisation overseas or to other entities in the UK**

Where a Deliverable is deemed to be suitable for wider Co-commercialisation, the Partner and TfL will jointly finalise the marketing and sales strategy for the product. Charges for TfL resources and travel costs, where appropriate, will

be agreed between TfL and the Partner and stated in the Phase 3 Call-Off Particulars.

Where deemed essential for the successful marketing of the product, TfL may endeavour to provide the following:

- Experts to showcase the value the product has delivered to TfL and London;
- Key staff to speak at events and promote the partnership and the product;
- SMEs to support other cities in their use of the product and share learnings;
- Access to overseas city networks;
- Use of the TfL brand; and/or
- PR to promote the product and its benefits.

The Partner will provide a quarterly sales update in accordance with paragraph 4 of Appendix 1 of Schedule 6 of the Framework Agreement to include gainshare revenue (if applicable), which may factor in TfL's costs, and details of operating costs, recovery of the Partner's Phase 1 costs and income.

### **3. DELIVERABLES / MILESTONES**

These will be set out in the Call-Off Particulars for a particular Call-off Contract for individual projects.

#### **4. SERVICE LEVELS**

These will be set out in the Call-Off Particulars for a particular Call-off Contract (if applicable).

## **Schedule 2**

### **Research and Development Roadmap**

## Appendix-A Research and Development Roadmap

### Digital Enablement Platform (DEP)

The following table maps the DEP to relevant TFL themes, with benefits realisation statements, and outlines the proposed development trajectory of the asset. Each of the roadmap enhancements is targeted at improving the functionality, flexibility and power of DEP in providing accelerated software delivery. However, the content and schedule is subject to change in alignment with commercial opportunity, requirement prioritisation as well as Sopra Steria levels of corporate investment and decisions. This roadmap is subject to possible change at any time and will be updated regularly in accordance with the Framework and wider Sopra Steria goals.

Theme Mapping & Benefits	Development Trajectory			
	Y1	Y2	Y3	Y4
<p>Improving air quality and the built environment: Through more efficient allocation and elasticity of resources, adoption of cloud technologies can allow TFL to reduce it's carbon Footprint.</p> <p>Ecoindex roadmap item enables the measurement and control of resource consumption tied to environmental impact.</p> <p>Healthy staff: a DevOps approach enabled by dep emphasises collaboration and communication between different teams and stakeholders. This helps break down silos and promote knowledge sharing; enabling best practice.</p> <p>Improving customer service across the network: Cloud technology can enable greater flexibility and resilience in Tfl's it systems; reducing the risk of service disruptions</p>				

## AI ve Intelligence (AI)

The following table maps AI ve Intelligence (AI) to relevant TFL themes, with benefits realisation statements, and outlines the proposed development trajectory of the asset. Each of the roadmap enhancements is targeted at improving the functionality, flexibility and power of DEP in providing accelerated software delivery. However, the content and schedule is subject to change in alignment with commercial opportunity, requirement prioritisation as well as Sopra Steria levels of corporate investment and decisions. This roadmap is subject to possible change at any time and will be updated regularly in accordance with the Framework and wider Sopra Steria goals.

Theme Mapping & Benefits	Development Trajectory			
	Y1	Y2	Y3	Y4
<p><b>Active, Inclusive &amp; Safe Travel:</b> Targeted, inclusive route recommendations and safety guidance</p> <p><b>Making more efficient use of the street network:</b> Real-time traffic updates; alternate route suggestions or transport methods, reducing congestion</p> <p><b>Improving air quality and the built environment:</b> Promote environmentally friendly transport options, facilitating air quality improvement</p> <p><b>Healthy staff:</b> Automate repetitive tasks, reducing workload and enabling staff to deliver human value add</p> <p><b>Provide an attractive whole journey experience:</b> Personal travel assistant; generate insight to identify experience improvements</p> <p><b>Improving safety and security on public transport:</b> Allow users to report safety and security concerns; communicate security measures being implemented</p>				

<p>Making public transport easier and more pleasant to use: Allow users to access information, purchase tickets and manage travel; personalised recommendations and incentives to increase ridership</p> <p>Improving customer service across the network: Instant, 24/7 customer support, integrated across multiple channels; providing a seamless, consistent experience</p> <p>Improving public transport accessibility and inclusivity: Provide information on accessible routes, services and facilities, ensuring all users can navigate the network; support multiple languages</p>				
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### Graffica System Development Kit (GSDK)

The following table maps Graffica System Development Kit (GSDK) to relevant TFL themes, with benefits realisation statements, and outlines the proposed development trajectory of the asset. Each of the roadmap enhancements is targeted at improving the functionality, flexibility and power of DEP in providing accelerated software delivery. However, the content and schedule is subject to change in alignment with commercial opportunity, requirement prioritisation as well as Sopra Steria levels of corporate investment and decisions. This roadmap is subject to possible change at any time and will be updated regularly in accordance with the Framework and wider Sopra Steria goals.

Theme Mapping & Benefits	Development Trajectory			
	Y1	Y2	Y3	Y4
<p>Active, Inclusive &amp; Safe Travel / Improving safety and security on public transport: Simulate hazardous situations; test response procedures safely</p> <p>Making more efficient use of the street network: Optimise routes and schedules, reducing travel time; improving passenger experience.</p> <p>Improving air quality and the built environment: Optimise routes, schedules and construction; reducing energy consumption and emissions</p> <p>Improving public transport and streets to provide an attractive whole journey experience to increase ridership: Monitor transport network operations in real-time, making quick adjustments and optimising operations to reduce delays</p> <p>Making public transport easier and more pleasant to use: Simulate passenger journeys; improve the end-to-end customer experience</p>				

## Schedule 3

### Phase 1 Call-Off Procedure

#### 1 Definitions

1.1 In this Schedule, the following words and expressions have the following meanings:

**Call-Off Procedure** is defined in paragraph 2.1;

**Call-Off Suspension Event** means the occurrence at any time of one or more of the following events in respect of a Framework Partner:

- (a) a Financial Distress Event;
- (b) a death or serious injury to any person due to any act or omission of the Partner in respect of the Deliverables;
- (c) a failure to pass the Assessment Process; or
- (d) any other event expressly stated to be a Call-Off Suspension Event under this Agreement;

**Direct Allocation** means the procedure described in paragraph 3;

**Eligible Partner** means each Framework Partner, subject to paragraph 5.1;

**Framework Partner** means the Partner and any other Partner appointed by TfL under an agreement similar to this Agreement;

**Information Barriers** means the information barriers listed in paragraph 6.3;

**Invitation to Mini Tender** is defined in paragraph 4.1;

**Mini Competition** is defined in paragraph 2.1(b);

**Mini Tender** is defined in paragraph 4.1;

**Mini Tender Partners** is defined in paragraph 4.1;

**Phase 1 Call-Off Particulars** has the meaning given in a particular Call-Off Contract; and

**Related Contract** means a contract (including any other framework agreement or any call off contract issued under that framework agreement) between any TfL Party and the Partner or any member of the Partner Group (but excluding this Agreement or any Call-Off Contract) for the provision of plant, materials, equipment, services or works relating to the Deliverables or any other aspect of TfL's business.

#### 2 Call-Off Procedure

2.1 TfL shall, at its absolute discretion, be entitled to award a Call-Off Contract under this Agreement to deliver the relevant Deliverables by using any of the following procedures, each being a **Call-Off Procedure**:

- (a) **Direct Allocation:** TfL may directly award a Call-Off Contract to an Eligible Partner in accordance with paragraph 3; or
- (b) **Mini Competition:** TfL may issue an invitation to tender to each Eligible Partner under a mini-competition in accordance with paragraph 4.

### 3 Direct Allocation

3.1 Subject to paragraph 3.4, TfL reserves the right to directly allocate a Call-Off Contract without undertaking a Mini Competition where it considers that a particular Partner is the most appropriate party to provide the relevant Deliverables, taking into account relevant factors including the following:

- (a) where only one Partner has confirmed its capacity and interest or all but one Partner has identified a conflict of interest, in response to an expression of interest issued by TfL;
- (b) where TfL considers, in its sole discretion, that a particular Eligible Partner is most suitable to provide the relevant Deliverables in order to allow TfL to meet its objectives in relation to a particular Problem Statement, including due to:
  - (i) the theme of the relevant Problem Statement and the Eligible Partner's expertise, capability and/or capacity, including as described in their Research and Development Roadmap;
  - (ii) the level of R&D investment and resources the Eligible Partner is willing to commit to at their risk and the nature of the Deliverables that they will commit to provide; and/or
  - (iii) the Partner's proposed timetable for completion of Phase 1;
- (c) where there no other Eligible Partners.

3.2 TfL may (but shall not be obliged to) contact all Eligible Partners before undertaking the assessment to confirm capacity and/or interest to undertake the proposed Call-Off Contract(s) and/or to respond to specific questions regarding the project.

3.3 If TfL wishes to directly award a Call-Off Contract in accordance with this paragraph 3, TfL shall Notify the Partner and provide the Partner with appropriate details (including the proposed Phase 1 Call-Off Particulars) and request any outstanding information from the Partner in order to complete the Phase 1 Call-Off Particulars. Within 10 Business Days following such Notice, the Partner shall respond confirming if it is willing to accept the direct award and query any points of clarification. Within 20 Business Days following the Partner's response (or such other period as agreed in writing between the Parties), the Partner shall provide TfL with the outstanding information required to complete the Phase 1 Call-Off Particulars.

3.4 TfL may not directly allocate a Call-Off Contract to a particular Eligible Partner (**Partner A**) within any period of twenty-four (24) months if such allocation would result in Partner A having being awarded a number of Call-Off Contracts which exceeds the number of Call-Off Contracts awarded to any other Eligible Partner by more than two (2) during such period, unless:

- (a) no other Eligible Partner is willing to enter into the particular Call-Off Contract; and/or

- (b) Partner A is the only Eligible Partner with the relevant expertise, capability and/or capacity in relation to the Call-Off Contract.

3.5 Once an Eligible Partner has been selected for the particular Deliverables, TfL may (at its sole discretion) proceed to award the relevant deliverables to the Eligible Partner, and paragraph 8 shall apply, provided that the Partner has accepted the terms of the proposed Call-Off Contract and that the prices for the Call-Off Contract:

- (a) must be based on the rates or prices set out in Schedule 12 (Pricing) (as Indexed (as defined in Schedule 12 (Pricing))) and any reasonable instructions given by TfL, including in respect of any margin applied;
- (b) may be lower than, but shall not exceed the rates or prices set out in Schedule 12 (Pricing) (as Indexed (as defined in Schedule 12 (Pricing))) unless expressly agreed in writing otherwise by the Parties in relation to such Call-Off Contract; and
- (c) take into account the commercialisation benefits that may be available to the Partner if the Deliverables proceed to Phase 3.

#### **4 Mini Competition**

4.1 This will involve TfL issuing a written invitation to take part in a Mini Competition (**Invitation to Mini Tender**) to all Eligible Partners (**Mini Tender Partners**), and each Mini Tender Partner will be invited to submit a response (**Mini Tender**).

4.2 The Invitation to Mini Tender will include:

- (a) TfL's requirements in respect of a Call-Off Contract to deliver the relevant Deliverables;
- (b) the instructions for submission of a Mini Tender, which will set out the information that needs to be included in each Mini Tender Partner's response, including:
  - (i) R&D investment details, including allocated resource costs;
  - (ii) assessment of potential for co-commercialisation;
  - (iii) estimate of development costs if solution is successful;
  - (iv) estimate of whole life costs of solution;
  - (v) project plan for Phase 1 with resources assigned; and
  - (vi) key risks, dependencies, assumptions and constraints;
- (c) the evaluation criteria and weightings against which each Mini Tender will be assessed in order to determine the most economically advantageous Mini Tender, which will be finalised in the Invitation to Mini Tender and shall be linked to the evaluation criteria used to award this Agreement and may include:
  - (i) price score;
  - (ii) technical score; and/or

(iii) capacity.

4.3 Any rates or prices submitted in a Mini Tender:

- (a) must be based on the rates or prices set out in Schedule 12 (Pricing) (as Indexed (as defined in Schedule 12 (Pricing)) and any instructions in the Invitation to Mini Tender; and
- (b) may be lower than, but shall not exceed the rates or prices set out in Schedule 12 (Pricing) (as Indexed (as defined in Schedule 12 (Pricing))).

4.4 Each Mini Tender Partner who submits a Mini Tender must do so in accordance with the instructions in the invitation to Mini Tender.

4.5 TfL will evaluate compliant Mini Tenders received from Mini Tender Partners in accordance with the instructions set out in the Invitation to Mini Tender. The decision to award a particular Call-Off Contract will be made on the basis of the most economically advantageous Mini Tender by reference to the evaluation criteria set out in the Invitation to Mini Tender.

4.6 Once a Mini Tender Partner has been identified as having submitted the most economically advantageous Mini Tender, TfL may (at its sole discretion) proceed to award the relevant Call-Off Contract to the Eligible Partner, and paragraph 8 shall apply.

4.7 TfL reserves the right to include successive stages within a Mini Competition, with the ability to reduce the number of Mini Tender Partners (by application of the evaluation criteria and weightings set out within the Invitation to Mini Tender) to proceed to a final tender stage before a decision to award a contract is made. Any successive stages and the process for reducing the number of Mini Tender Partners at the relevant stage(s) will be set out in the Invitation to Mini Tender.

## **5 Eligibility and Capacity**

### **Eligibility**

5.1 Each Framework Partner shall be eligible to be invited by TfL to take part in any Call-Off Procedure unless a Framework Partner:

- (a) has been suspended from the Agreement pursuant to paragraph 7 of this Schedule following the occurrence of a Call-Off Suspension Event;
- (b) confirms in writing that it does not have capacity or does not wish to participate;
- (c) in the reasonable opinion of TfL, there is an actual or potential conflict of interest between the Framework Partner and TfL or any TfL Party related to the relevant Deliverables and the Framework Partner has not demonstrated, to the relevant TfL's reasonable satisfaction, that appropriate measures are in place to remedy the actual or potential conflict of interest; or
- (d) does not provide TfL with information TfL reasonably requests regarding the Partner's data management systems and processes as set out in clause 8.2 within ten (10) Business Days of TfL's request.

- 5.2 If there is a Failure to Respond by the Partner on three or more consecutive occasions, this shall (at TfL's discretion) be deemed to be a Call-Off Suspension Event, where a **Failure to Respond** means that in relation to an Invitation to Mini Tender or notice of a direct award in accordance with paragraph 3.3, the Partner either:
- (a) fails to respond at all;
  - (b) confirms that it does not wish to participate or be awarded the Call-Off Contract; or
  - (c) fails to substantively respond, such that its material is non-compliant with the requirements of the Invitation to Mini-Tender or does not provide the details requested by TfL in accordance with paragraph 3.3 in order to enter into a Call-Off Contract.
- 5.3 Any Framework Partner which is not an Eligible Partner will not be provided with any invitations or be able to submit a response in relation to any Call-Off Procedure conducted by TfL for so long as the Framework Partner is not an Eligible Partner.

### **Capacity**

- 5.4 TfL reserves the right to contact all Framework Partners on the framework before following a particular Call-Off Procedure in order to request them to confirm their capacity and/or interest to undertake the proposed Call-Off Contract(s) and/or assess whether there is a potential or actual conflict of interest and/or to respond to particular questions regarding a proposed project or projects.
- 5.5 There is no guarantee, express or implied, that any Framework Partner will receive any or a particular volume of Call-Off Contract awards in respect of the relevant Deliverables under this Agreement and TfL reserves the right not to allocate any Call-Off Contract award to a Framework Partner even after commencing a Call-Off Procedure.

## **6 Information Barriers**

- 6.1 If the Partner or any member of the Partner Group has entered into a Related Contract with a TfL Party, the Partner shall during the Term set up and maintain the Information Barriers to ensure that there is a level playing field and fair competition for all Partners and/or consultants who have entered into or may enter into an equivalent contract to the Related Contract and/or this Agreement with a TfL Party for the purposes of any tender process or competition under the Related Contract and/or this Agreement and to enable TfL Party to meet its obligations under the Procurement Requirements.
- 6.2 The Partner shall provide at any time on TfL's request written details and confirmation that the Information Barriers required under paragraph 6.3 have been set up and maintained. In the event that the Partner's written details and confirmation are deemed unsatisfactory, or where non-compliance of the Information Barriers is suspected by TfL, then in addition to any other remedies it may have TfL may suspend the Partner from participating in the Agreement and such suspension shall be treated as a Call-Off Suspension Event.
- 6.3 Information Barriers may include, for example:
- (a) proposals for physical location of teams between those working on this Agreement and/or any tender exercise arising under this Agreement and any Related Contract;

- (b) measures to identify restricted groups to which Information Barriers will apply;
- (c) measures to prevent sharing of information between restricted groups, including:
  - (i) location and storage of confidential papers;
  - (ii) signing of personal statements by members of restricted groups recognising obligations regarding confidentiality;
  - (iii) arrangements for post;
  - (iv) training of restricted groups on Information Barriers;
  - (v) identification of individuals responsible for overseeing Information Barriers; and
  - (vi) measures for confidentiality of electronically held information and emails (i.e. password protection).

## **7 Suspension**

- 7.1 Without prejudice to any other rights or remedies of TfL, if a Call-Off Suspension Event occurs, TfL may at its discretion:
- (a) terminate the relevant Call-Off Contract and/or the Agreement and/or all other Call-Off Contracts pursuant to clause 20.11 of the Agreement; or
  - (b) TfL may, in its discretion at any time after such occurrence, suspend the Framework Partner from participation in some or all parts of any Call-Off Procedure until the performance has been remedied to TfL's reasonable satisfaction (including in accordance with paragraph 7.3 of this Schedule) and TfL confirms in writing to the Framework Partner that the suspension is lifted.
- 7.2 If, following the identification of a selected Framework Partner pursuant to a Call-Off Procedure, but before a Call-Off Contract is entered into, a Call-Off Suspension Event occurs in respect of the selected Framework Partner, TfL reserves the right to refrain from awarding a Call-Off Contract to the selected Framework Partner and may instead award a Call-Off Contract to the next highest placed Eligible Partner under a Mini-Competition, or otherwise identify an alternative Eligible Partner in accordance with the relevant Call-Off Procedure.
- 7.3 Following the occurrence of a Call-Off Suspension Event TfL and the Framework Partner will discuss the actions necessary for the Framework Partner to take to remedy the relevant failure or breach which has resulted in the Call-Off Suspension Event and, in the event that the Call-Off Suspension Event relates to an unresolved Dispute in accordance with clause 28 (Dispute Resolution), the agreed actions, programme and decisions taken to remedy the relevant failure or breach will be recorded in relation to the relevant Dispute. At TfL's option the Framework Partner shall then either without prejudice to clause 20 (Termination) of this Agreement:
- (a) remedy the relevant failure or breach; or
  - (b) deliver to TfL a remediation plan and programme for remedying the relevant matter which must be acceptable to TfL (acting reasonably).

- 7.4 If the Framework Partner remedies the relevant failure or breach (or otherwise undertakes the steps identified in any remediation plan accepted by TfL in accordance with paragraph 7.3(b)) to the reasonable satisfaction of TfL, TfL will notify the Framework Partner that this is the case and (if applicable) any relevant suspension will be lifted from the date and to the extent stated in the relevant notice as determined by TfL acting reasonably.
- 7.5 In the absence of agreement between TfL and the Framework Partner on whether a Call-Off Suspension Event has occurred or the steps necessary to remedy the relevant failure or breach, TfL may notify the Framework Partner of the steps it believes are necessary to do so and, without prejudice to clause 20 (Termination) of this Agreement, the Framework Partner will proceed as instructed by TfL.
- 7.6 In the event that the Framework Partner is suspended in accordance with paragraph 7.1 of this Schedule, any existing Call-Off Contracts will remain in force (unless suspended or terminated in accordance with the Call-Off Contract or paragraph 7.1).

## **8 Award of a Call-Off Contract**

- 8.1 If TfL Notifies the Partner that it wishes to award a Call-Off Contract to the Partner in accordance with paragraphs 3.5 or 4.6, subject to paragraph 8.2, the Partner shall enter into a Call-Off Contract in the form required by TfL.
- 8.2 If the Deliverables involve data, the Partner shall provide TfL with information as reasonably requested by TfL regarding the Partner's data management systems and processes to allow TfL to assess whether such systems and processes meet its reasonable requirements.

## Schedule 4

### Phase 2 Call-Off Procedure

#### **1 TfL Discretion to Issue a Phase 2 Commencement Notice**

- 1.1 If TfL determines that the Partner has satisfied the Phase 1 Requirements (or TfL elects, at its absolute discretion, to waive a particular Phase 1 Requirement), TfL may issue a Phase 2 Commencement Notice if:
- (a) the Parties have agreed the Phase 2 Call-Off Particulars;
  - (b) the Parties have agreed the Prices in respect of Phase 2;
  - (c) the Parties have agreed the programme in respect of Phase 2;
  - (d) the Partner is not subject to a Call-Off Suspension Event; and
  - (e) TfL has obtained the necessary approvals to move to Phase 2 under a Call-Off Contract and to commit the necessary resources.
- 1.2 Within ten (10) Business Days (or such other time period agreed by TfL in writing) following the issue of a Phase 2 Commencement Notice, the Partner shall sign and return a Phase 2 Acknowledgement Notice to TfL, in which case, the Parties shall proceed to Phase 2 under the relevant Call-Off Contract accordingly, with effect from the date of the Phase 2 Commencement Notice.
- 1.3 If a Phase 2 Acknowledgement Notice is not issued within ten (10) Business Days (or such other time period agreed by TfL in writing) following the issue of a Phase 2 Commencement Notice in accordance with paragraph 1.2, the Parties shall not proceed to Phase 2 under the relevant Call-Off Contract.

#### **2 No Liability for Costs**

- 2.1 If TfL does not issue a Phase 2 Commencement Notice for any reason, including but not limited to TfL not having sufficient funding available, TfL shall not be liable to the Partner for any costs, expenses, losses or damages that it may incur as a result.

#### **3 Award to another Framework Partner**

- 3.1 If the Partner does not sign and return the Phase 2 Acknowledgement Notice in accordance with paragraph 1.2, TfL may seek to award a Call-Off Contract in relation to Phase 2 and/or Phase 3 (if applicable) to another Framework Partner or third party by:
- (a) making a direct award to a Framework Party or third party which, in TfL's reasonable opinion, has the relevant expertise, capability and/or capacity; or
  - (b) carrying out a Mini-Competition in accordance with paragraph 4 of Schedule 3 (Phase 1 Call-Off Procedure) to select an alternative Framework Partner or other third party.
- 3.2 If TfL awards a Call-off Contract to another Framework Partner (or third party) in accordance with paragraph 3.1, the Partner shall, if the other party is an Approved Replacement Partner:

- (a) grant the relevant Framework Partner (or third party) a perpetual, royalty-free, non-exclusive, world-wide, assignable and irrevocable licence to use, copy, translate and amend all Partner IPR arising during Phase 1 as necessary to allow another Framework Partner (or third party) to enter into and perform a Call-Off Contract in relation to Phase 2 and/or Phase 3 (as applicable); and
- (b) provide all reasonable assistance (including, without limitation, provision of information) and take all steps as TfL reasonably requests from time to time to enable the relevant Framework Partner (or third party) to enter into and perform a Call-Off Contract in relation to Phase 2 and/or Phase 3 (as applicable).

3.3 If the other party is not an Approved Replacement Partner, the Partner shall compensate TfL in accordance with clause 11.5.

## Schedule 5

### Phase 3 Call-Off Procedure

#### **1 TfL Discretion to Issue a Phase 3 Commencement Notice**

- 1.1 TfL will not issue a Phase 3 Commencement Notice unless the Partner has satisfied the Phase 3 Conditions (or TfL elects to waive a particular condition), but the Parties acknowledge that completion of Phase 2 may or may not be a Phase 3 Condition (as TfL considers appropriate).
- 1.2 If TfL determines that the Partner has satisfied the Phase 3 Conditions (or TfL elects, at its absolute discretion, to waive a particular Phase 3 Condition), TfL may issue a Phase 3 Commencement Notice if:
- (a) the Parties have agreed the Phase 3 Call-Off Particulars;
  - (b) the Partner is not subject to a Call-Off Suspension Event; and
  - (c) TfL has obtained the necessary approvals to proceed with Phase 3 under a Call-Off Contract and to commit the necessary resources.
- 1.3 Within ten (10) Business Days following the issue of a Phase 3 Commencement Notice, the Partner shall sign and return a Phase 3 Acknowledgement Notice to TfL, in which case the Parties shall proceed with Phase 3 under the relevant Call-Off Contract accordingly, with effect from the date of the Phase 3 Commencement Notice.
- 1.4 If a Phase 3 Acknowledgement Notice is not issued within ten (10) Business Days following the issue of a Phase 3 Commencement Notice, the Parties shall not proceed with Phase 3 under the relevant Call-Off Contract.

#### **2 No Liability for Costs**

- 2.1 If TfL does not issue a Phase 3 Commencement Notice for any reason, TfL shall not be liable to the Partner for any costs, expenses, losses or damages that it may incur as a result.

## Schedule 6

### Call-Off Conditions

#### Part 1 - Preliminary

#### 1 Definitions and Interpretation

1.1 Words and expressions used in these Call-Off Conditions shall, except where the context requires otherwise, have the meanings given in the Framework Agreement and/or the Call-Off Particulars.

1.2 In addition, the following words and expressions shall have the following meanings in these Call-Off Conditions:

**Call-Off Contract** means a call-off contract that has been executed by the Partner and TfL in the form set out in Schedule 7 (Form of Call-Off Contract) in accordance with paragraph 8 of the Phase 1 Call-Off Procedure in respect of the relevant Deliverables and comprises the terms stated in the Call-Off Particulars;

**Call-Off Expiry Date** has the meaning given in the Call-Off Particulars;

**Call-Off Particulars** means (as applicable):

- (a) the Phase 1 Call-Off Particulars;
- (b) the Phase 2 Call-Off Particulars; or
- (c) the Phase 3 Call-Off Particulars;

**Call-Off Term** has the meaning given in the Call-Off Particulars;

**Commencement Date** has the meaning given in the Call-Off Particulars;

**Deliverables** means the deliverables to be provided by the Partner to TfL as described in the Call-Off Particulars;

**Framework Agreement** means the framework agreement entered into by the Parties which provides a framework to allow TfL to award Call-Off Contracts to the Partner;

**Goods Conditions** means the conditions set out in Schedule 10 (Goods Conditions) of the Framework Agreement;

**Incorporated** has the meaning given in paragraph 2.1;

**Ineligible Costs** means costs, which in the reasonable opinion of TfL:

- (a) have not been demonstrated to have been reasonably and properly incurred by the Partner for the purposes of a particular Call-Off Contract;
- (b) would not have been incurred had the Partner provided the Deliverables as economically as possible having regard to the nature of the Deliverables, the prices of

materials, the number of persons required and the rates of wages current at the time that the relevant Deliverables are developed and provided;

- (c) are not justified by the Partner's accounts and records; and/or
- (d) were incurred only because the Partner did not comply with the scope of requirements or as a result of any breach of contract or default by the Partner in relation to a particular Call-Off Contract;

**Invoice Query** has the meaning given in paragraph 16.10;

**Key Date** means a key date for a particular activity stated in the Call-Off Particulars (if applicable);

**Liquidated Damages Cap** means the figure specified in the Call-Off Particulars (if applicable);

**Notifiable Default** has the meaning given in paragraph 20.2A;

**Payment Period** means the period set out in the Call-Off Particulars;

**Phase 1 Call-Off Particulars** means the call-off particulars appended to the Call-Off Contract;

**Phase 1 Commencement Date** has the meaning given in the Call-Off Particulars;

**Phase 1 Deliverables** means the Deliverables to be provided as part of Phase 1;

**Phase 1 Period** means the period from the Phase 1 Commencement Date until the Phase 1 Target Completion Date (as extended from time to time in accordance with paragraph 8.4);

**Phase 1 Target Completion Date** has the meaning given in the Call-Off Particulars;

**Phase 2 Commencement Date** has the meaning given in the Call-Off Particulars;

**Phase 2 Period** means the period from the Phase 2 Commencement Date until the Phase 2 Target Completion Date (as extended from time to time in accordance with paragraph 8.4);

**Phase 2 Target Completion Date** has the meaning given in the Call-Off Particulars;

**Phase 3 Commencement Date** has the meaning given in the Call-Off Particulars;

**Phase 3 Period** means the period from the Phase 3 Commencement Date until the Phase 3 Target Completion Date;

**Phase 3 Target Completion Date** has the meaning given in the Call-Off Particulars;

**Phase 3 Terms** means the terms in relation to Phase 3 as set out in Appendix 1 of this Schedule 6;

**Rectification Plan** means the plan agreed in accordance with paragraph 20.2B for the resolution of a Default;

**Service Levels** means, if applicable, the service levels set out in the **Call-Off Particulars** and utilised for the purposes of measuring the Partner's performance in relation to any Deliverables or other contractual obligations performed by the Partner;

**Software Conditions** means the conditions set out in Schedule 11 (Software Conditions) of the Framework Agreement;

**Target Service Levels** means, if applicable, the target Service Levels specified in the Call-Off Particulars;

**Valid Invoice** has the meaning given in paragraph 16.2; and

**Warranty Period** has the meaning given in the Call-Off Particulars.

1.3 References to Clauses and Schedules are to the clauses and schedules of the Framework Agreement and references to paragraphs are to paragraphs of these Call-Off Conditions.

## **2 Application of Framework Terms**

2.1 Certain clauses of the Framework Agreement are to be regarded as incorporated into this Call-Off Contract as if they were set out in full on the basis that references to "Agreement" are interpreted as references to "Call-Off Contract", and such clauses are referred to as being Incorporated.

2.2 The following clauses of the Framework Agreement shall be Incorporated:

- (a) Clauses 1.2 and 1.3 (Definitions and Interpretation);
- (b) Clause 3.1 (Appointment of Partner)
- (c) Clause 6 (Objectives and Collaboration);
- (d) Clause 8 (Representatives);
- (e) Clause 16 (Confidentiality);
- (f) Clause 17 (Capacity and Authority);
- (g) Clause 22 (Contract Change);
- (h) Clause 23 (Health and Safety and Environmental Protection);
- (i) Clause 25 (Prohibited Acts);
- (j) Clause 26 (Records and Audits);
- (k) Clause 27 (Force Majeure Events);
- (l) Clause 28 (Dispute Resolution);
- (m) Clause 29 (Notices);
- (n) Clause 30 (Assignment and Change of Control);

- (o) Clause 31 (Sub-Contracting); and
- (p) Clause 32 (General).

### **3 Terms of Call-Off Contract**

3.1 Each Party shall comply with the terms of the Call-Off Contract as stated in the Call-Off Particulars, including such of the following as are stated to apply in the Call-Off Particulars:

- (a) the Goods Conditions;
- (b) the Works Conditions;
- (c) the Software Conditions; and/or
- (d) any additional conditions agreed in writing by the Parties and set out in the Call-Off Particulars.

## Part 2 - Duration and Appointment

### 4 Commencement and Term

The Call-Off Contract shall commence on the Commencement Date and continue for the Call-Off Term, unless terminated under paragraph 20.

### 5 Exclusivity

#### TfL Exclusivity

5.1 Subject to paragraph 5.2, TfL shall not, as far as the TfL Representative and TfL Senior Manager is aware, procure all or some of the relevant Deliverables from any third party:

- (a) during the Phase 1 Period; and
- (b) if a Phase 2 Commencement Notice is issued, then during the Phase 2 Period.

5.2 If a Call-Off Contract is terminated in accordance with paragraph 20, paragraph 5.1 shall no longer apply.

#### Partner Exclusivity

5.3 The Partner shall not (and shall procure that each Partner Party shall not) provide all or any of the relevant Deliverables to any third party, or enter into any contract in respect of similar activities or deliverables with any third party in any jurisdiction anywhere in the world during the period commencing on the Commencement Date and subject to paragraph 5.3A, ending on the earlier of:

- (a) the date of the Phase 3 Commencement Notice;
- (b) the later of:
  - (i) the date three (3) years following the later of:
    - (A) the Phase 1 Target Completion Date; and
    - (B) the Partner achieving the Phase 1 Requirements;
  - (ii) the date three (3) years following the later of:
    - (A) the Phase 2 Target Completion Date; and
    - (B) the Partner achieving the Phase 2 Requirements; and
  - (iii) the date specified in the most recent Call-Off Particulars.

5.3A If a Call-Off Contract is terminated in accordance with:

- (a) paragraphs 20.1, 20.3A, 20.4 or 20.5 to 20.8, then paragraph 5.3 shall cease to apply on the earlier of the date six (6) months following the Termination Date, and the date when exclusivity would otherwise cease to apply pursuant to paragraph 5.3; or

- (b) with paragraph 20.3, the provisions of paragraph 5.3 shall cease to apply with effect from the Termination Date.

5.4 Not Used.

5.5 If TfL has issued a Phase 2 Commencement Notice and the Partner does not serve a Phase 2 Acknowledgement Notice in accordance with paragraph 1.2 of Schedule 4 (Phase 2 Call-Off Procedure) or the relevant Call-Off Contract is terminated in accordance with paragraph 20.2, then TfL may enter into a Call-Off Contract in relation to Phase 2 and/or Phase 3 (if applicable) with another Framework Partner (or third party) and the Partner shall:

- (a) if the other Framework Partner (or third party) is an Approved Replacement Partner, grant the relevant Framework Partner (or third party) a perpetual, royalty-free, non-exclusive, world-wide, assignable and irrevocable licence to use, copy, translate and amend all such Partner IPR as necessary to allow another Framework Partner (or third party) to enter into and perform a Call-Off Contract in relation to Phase 2 and/or Phase 3 (as applicable); and
- (b) provide all reasonable assistance (including, without limitation, provision of information) and take all steps as TfL reasonably requests from time to time to enable the relevant Framework Partner (or third party) to enter into and perform a Call-Off Contract in relation to Phase 2 and/or Phase 3 (as applicable).

## **6 Scope**

### **Phase 1**

6.1 In respect of Phase 1, the Partner shall provide the Deliverables in accordance with the Phase 1 Call-Off Particulars and shall seek to achieve the Phase 1 Requirements.

### **Phase 2**

6.2 In respect of Phase 2, the Partner shall provide the Deliverables in accordance with the Phase 2 Call-Off Particulars and shall achieve the Phase 2 Requirements.

### **Phase 3**

6.3 In respect of Phase 3, the Partner shall comply with its obligations set out in the Phase 3 Terms.

### **Part 3 - Deliverables**

## **7 Deliverables**

### **Phase 3**

7.1 This paragraph 7 shall not apply in relation to a Phase 3 Call-Off Contract provided that any Deliverables provided to TfL during the Phase 3 Period shall be treated as Phase 2 Deliverables and paragraphs 7.2 to 7.5 shall apply.

### **Phase 1 and Phase 2**

7.2 Clause 5 (Deliverables) shall be Incorporated.

- 7.3 The Partner shall provide the Deliverables in accordance with:
- (a) Good Industry Practice;
  - (b) applicable Law;
  - (c) Consents;
  - (d) if applicable, in such a manner so as to meet or exceed any Target Service Levels; and
  - (e) its bid documents set out in Schedule 22 (Bid Documents) (unless otherwise agreed by TfL in writing).
- 7.4 If the Deliverables involve the Partner working on assets owned and/or maintained by a third party, the Partner shall comply with any requirements of such third party as set out in the Call-Off Particulars or otherwise communicated in writing by TfL from time to time. The Partner shall indemnify TfL for any Liability, arising out of or in connection with any Claim that TfL is in breach of the third party arrangement due to the act or omission of the Partner.
- 7.5 In relation to each of Phase 2 and Phase 3 only, the Partner shall be deemed, before entering into this Call-Off Contract, to have obtained all necessary information regarding risks, contingencies and circumstances which may affect the performance of this Call-Off Contract, and verified the accuracy and sufficiency of the Prices.
- 7.6 Clause 7.4 shall be Incorporated.
- 7.7 During the Call-Off Term, The Partner shall provide to TfL monthly commercialisation forecasts for the relevant Deliverables if such Deliverables proceed to Phase 3 alongside reasonable evidence of such forecasts.
- 7.8 As and when Deliverables IPR is created and upon completion of the relevant Phase, the Partner shall promptly provide details of such Deliverables IPR to TfL and the Partner shall not be regarded as achieving the Phase 1 Requirements and/or Phase 2 Requirements (as applicable) until it has provided such details.

## **8 Timetable**

### **Phase 3**

- 8.1 This paragraph 8 shall not apply in relation to a Phase 3 Call-Off Contract.

### **Phase 1 and Phase 2**

- 8.2 In relation to:
- (a) Phase 1, the Partner shall provide the Deliverables in accordance with any timetable specified in the Call-Off Particulars or as may be agreed by the Parties from time to time; and
  - (b) Phase 2, the Partner shall provide the Deliverables in accordance with any timetable specified in the Call-Off Particulars and otherwise promptly

- 8.3 The Partner shall notify TfL as soon as it becomes aware of any matter which could impair its ability to provide the Deliverables or otherwise cause a delay to meeting the Phase 1 Target Completion Date and/or Phase 2 Target Completion Date (as applicable).
- 8.4 If, pursuant to paragraph 8.3, the Partner notifies TfL of a delay to achieving:
- (a) the Phase 1 Target Completion Date, the Parties may agree an extension of time to the Phase 1 Target Completion Date (commensurate to the period of delay or as reasonably agreed in writing between the Parties); or
  - (b) the Phase 2 Target Completion Date, the Partner shall only be entitled to an extension of time to the Phase 2 Target Completion Date if a Force Majeure Event occurs (commensurate to the period of delay caused by the Force Majeure Event as reasonably determined by TfL in accordance with clause 27.2 (Force Majeure Events)).

### **Phase 2: Liquidated Damages**

- 8.5 Paragraphs 8.6 to 8.8 shall only apply in relation to Phase 2 Deliverables.
- 8.6 If the Partner fails to provide the relevant Phase 2 Deliverables by a Key Date, the Partner shall pay the relevant Liquidated Damages specified in the Phase 2 Call-Off Particulars to TfL (in cleared funds) within thirty (30) days following the relevant Key Date, subject to the Liquidated Damages Cap.
- 8.7 The Parties agree that:
- (a) the Liquidated Damages are a genuine negotiated pre-estimate of the loss that TfL will suffer as a result of the Partner's failure to provide the relevant Phase 2 Deliverables by a Key Date, and the Partner waives any right to claim that the obligation to pay Liquidated Damages constitutes a penalty provision; and
  - (b) payment of Liquidated Damages shall be the sole remedy in respect of a delay in performance but only so long as Liquidated Damages are payable, without prejudice to any other liability of the Partner under the Call-Off Contract (including without limitation as a consequence of termination of the Call-Off Contract due to delay following the date when Liquidated Damages are no longer payable in respect of a particular Key Date).
- 8.8 To the extent that the Partner fails to achieve a Key Date as a direct result of a TfL Default, the Partner will not be obliged to pay Liquidated Damages, and shall be entitled to an extension of time for performance of the relevant obligation (commensurate to the period of delay caused by the TfL Default as reasonably determined by TfL).

## **9 Warranty Period**

- 9.1 In relation to any Goods or Services provided during Phase 1, if during the Warranty Period TfL Notifies the Partner that any of the Deliverables has a defect which causes (or TfL reasonably considers may cause) a health and safety issue, the Partner shall (at its cost) promptly, within not more than eight (8) Days (or as specified in TfL's Notice) repair or replace (and collect) the relevant Deliverables, and/or as applicable re-perform the relevant Deliverables.

9.2 If a particular Deliverable is provided by the Partner as part of Phase 1 and is utilised as part of satisfying Phase 2 obligations, provisions relating to liability under a Phase 2 Call-Off Contract shall apply to such Deliverable (including, but not limited to, paragraph 9.3).

9.3 In relation to Phase 2, paragraph 10 of the Goods Conditions shall apply in relation to defective Goods.

## **10 Partner Personnel and TfL Policy Requirements**

10.1 Clause 9 (Partner Personnel and TfL Policy Requirements) shall be Incorporated.

10.2 The Partner shall engage the Partner Key Personnel in the provision of the Phase 1 Deliverables unless TfL has approved in writing otherwise.

10.3 In order to protect the legitimate business interests of each Party, each Party (Party A) covenants with the other (Party B) that it shall not (except with the prior written consent of Party A):

(a) attempt to solicit or entice away; or

(b) solicit or entice away,

from the employment or service of Party A the services of any Restricted Person other than by means of a national advertising campaign open to all-comers and not specifically targeted at such staff of Party A.

10.4 Party B shall be bound by the covenant set out in paragraph 10.3 during the Call-Off Term, and for a period of 6 months after termination or expiry of the relevant Call-Off Contract.

10.5 For the purposes of paragraph 10.3, a Restricted Person shall mean any firm, company or person employed or engaged by Party A during the Call-Off Term, who has been engaged in the provision of the Deliverables or the management of this Call-Off Contract either as principal, agent, employee, independent contractor or in any other form of employment or engagement.

## **11 Partner Parties**

11.1 Clause 11 (Partner Parties) shall be Incorporated.

### **Part 3 - TFL Responsibilities**

#### **12 Tfl Obligations**

- 12.1 Tfl shall perform its obligations (if any) in the Call-Off Particulars and provide the Partner with such information and assistance as the Partner may reasonably require from time to time to perform its obligations under this Call-Off Contract, including using its reasonable endeavours to procure SMEs with relevant expertise to assist the Partner.
- 12.2 To the extent that the Partner is unable to perform any obligation for a period longer than ten (10) Days as a direct result of a Tfl Default, then only with effect from the date the Partner Notifies Tfl of the same, the Partner shall be relieved of its obligation to meet any impacted Service Levels (if applicable), subject to the Partner using reasonable endeavours to perform its affected obligations.
- 12.3 Tfl shall perform any other obligations set out in the Call-Off Particulars (if any).

#### **13 Tfl Supplies**

- 13.1 Tfl may source any documents, text, diagrams, tooling, equipment and/or materials from other suppliers (including those who are not a Framework Partner) and issue such materials to the Partner.

#### **14 Access to Tfl Assets**

- 14.1 Clause 10 (Access to Tfl Assets) shall be Incorporated, except as stated in the Call-Off Particulars.

## Part 4 - Funding and Payment

### 15 Funding

#### Phase 1

- 15.1 Unless otherwise stated in the Call-Off Particulars, TfL shall not be obliged to make any payments to the Partner in relation to Phase 1, and the Partner shall be responsible for its own costs in relation to the provision of the Phase 1 Deliverables.
- 15.2 The Partner shall accurately record and report in writing the amount of time and investment spent on Phase 1 to TfL, and the Partner acknowledges that this will be one of the Phase 1 Requirements that must be met before TfL will issue a Phase 2 Commencement Notice

#### Phase 2

- 15.3 In relation to Phase 2, the Prices shall (unless otherwise agreed in the Phase 2 Call-Off Particulars) be calculated as follows:

**Prices** = a sum (£) that shall not exceed;

Direct Costs + (Direct Costs x Agreed Mark-up (%))

**Direct Costs** means the reasonably evidenced costs incurred by the Partner (excluding Ineligible Costs) which are directly attributable to scaling the Phase 1 Deliverables to provide the Phase 2 Deliverables (including, without limitation and as applicable, direct manufacturing costs, implementation costs and maintenance costs as evidenced by invoices, purchase orders, receipts or other payment evidence required by TfL). These do not include costs incurred during Phase 1 or the Agreed Mark-up. Prices must be based on the rates or prices set out in Schedule 12 (Pricing), as Indexed (as defined in Schedule 12 (Pricing)).

**Agreed Mark-up** means the agreed mark-up (expressed as a percentage) on the Partner's Direct Costs for Phase 2 Deliverables as set out in the Phase 2 Call-Off Particulars. Such mark-up shall not exceed the maximum percentage mark-up at Schedule 12. The Agreed Mark-Up shall not be applied to personnel for which the maximum rates are provided in Schedule 12 and/or the Phase 1 Call-Off Particulars.

- 15.4 In relation to Phase 2:
- (a) when calculating the Phase 2 Prices, the Partner shall not include Phase 1 costs in the Phase 2 Prices and shall take account of the benefits expected to accrue from their future commercialising of the Deliverables outside TfL and other advantages of working in partnership in a live transport environment; and
  - (b) TfL shall pay the Prices in accordance with paragraph 16.

#### Phase 3

- 15.5 In relation to Phase 3:

- (a) TfL shall not be obliged to make any payments to the Partner, and the Partner shall be responsible for its own costs in relation to the provision of the Phase 3 Deliverables; and
- (b) the Partner shall make any payments due to TfL in accordance with Appendix 1.

## **16 Payment and Invoicing**

### **Obligation to Pay**

16.1 If the Works Conditions apply, this paragraph 16 shall not apply in relation to payment for works provided as part of the Phase 2 Deliverables, and any payment arrangements shall be governed by the Works Conditions.

16.2 Subject to:

- (a) the Partner performing its obligations in respect of Phase 2 (and/or the relevant obligations in respect of Phase 1 if TfL elects to contribute towards the Partner's Phase 1 costs as an exception to paragraph 15.1); and
- (b) providing TfL with an invoice which complies with paragraphs 16.4 and 16.5 (**Valid Invoice**),

TfL shall pay the Prices to the Partner in accordance with this Call-Off Contract.

### **Timing of Invoices**

16.3 The Partner shall invoice TfL for the Prices for the Phase 2 Deliverables provided in a Payment Period on or after the first Business Day following the end of that Payment Period (but no later than the last Business Day of that Payment Period).

### **Submission of Invoices**

16.4 The Partner shall create and submit invoices in accordance with TfL's online purchase to pay system, or any replacement system notified by TfL from time to time.

16.5 The Partner shall be responsible for ensuring that it submits sufficient details in accordance with paragraph 16.4 such that each invoice will be a valid VAT invoice and contain the following information (together with such supporting information as TfL reasonably requires to assess whether the amount invoiced is correct):

- (a) the Partner's name and address;
- (b) TfL's issued purchase order number;
- (c) the total amount of the Prices and the basis upon which such amount is calculated, including a description of the Phase 2 Deliverables provided; and
- (d) a separate calculation and explanation of VAT and any withholding tax.

### **Payment**

- 16.6 All payments will be made in pounds sterling by BACS (Bank Automated Clearing System) transfer to such UK bank account as the Partner may nominate from time to time.
- 16.7 Subject to paragraphs 16.9 and 16.15, each Valid Invoice (together with any applicable VAT) will be payable by TfL on or prior to the date that is 30 Days following the date on which the Valid Invoice is received by TfL. The Partner shall submit the final invoice no later than 90 Days after the End Date.
- 16.8 Notwithstanding any purported contrary appropriation by the Partner, TfL will be entitled, by Notice to the Partner, to appropriate any payment by TfL to any invoice (or part of an invoice) issued by the Partner.
- 16.9 Notwithstanding receipt of a Valid Invoice, TfL may (without prejudice to any other rights or remedies it may have) suspend or withhold payment of the Prices to the extent provision of the Phase 2 Deliverables is disrupted or otherwise to the extent that the Partner has failed to provide the Phase 2 Deliverables in accordance with the Call-Off Contract.

#### **Invoice Queries and Disputes**

- 16.10 If TfL reasonably requires any information in order to verify the accuracy of any invoiced amount it will give written notice to the Partner specifying such information and whether it is disputing any of the amounts (**Invoice Query**). The Partner will provide all information specified in or required by an Invoice Query necessary to verify the invoiced amount within 10 Days of receipt of that Invoice Query.
- 16.11 Any Dispute regarding an Invoice Query will be resolved in accordance with clause 28 (Dispute Resolution).
- 16.12 Pending the resolution of any matter or the provision of any necessary information TfL may withhold payment of such part of the invoice as relates to the relevant Invoice Query but TfL will pay the remaining part of the invoice in accordance with paragraph 16.10. Upon resolution of an Invoice Query the Partner will raise a Valid Invoice for the amount agreed and TfL will pay the Valid Invoice in accordance with paragraph 16.7.

#### **Preservation of TfL's Rights**

- 16.13 No payment made by or on behalf of TfL (or failure or delay by TfL in notifying the Partner of any disputed amount) will constitute acceptance or approval by TfL of any Phase 2 Deliverables or otherwise prejudice any rights or remedies which TfL may have against the Partner including the right to recover any amount overpaid or wrongfully paid to the Partner.

#### **VAT**

- 16.14 Unless otherwise expressly stated, all sums required to be paid under or in connection with this Call-Off Contract for taxable supplies of goods or services are to be treated as exclusive of the VAT chargeable and, subject to receipt of a valid VAT invoice, VAT will be payable in addition to the relevant payment or consideration at the rate for the time being prescribed by applicable law.

#### **Set-Off**

- 16.15 TfL may set off any liability which the Partner has to TfL against any liability which TfL has to the Partner under the Framework Agreement, this Call-Off Contract or any other Call-Off Contract or other agreement between TfL (or any TfL Party) and the Partner, whether such liability is present or future, liquidated or unliquidated, and irrespective of the currency of its denomination.

**Interest**

- 16.16 Subject to paragraph 16.15, if any sum payable under this Call-Off Contract is not paid on or before the due date for payment the non-defaulting Party may charge the defaulting Party interest on that sum at 5% per annum above the Barclays Bank plc base lending rate from time to time from the due date until the date of payment (whether before or after judgment), such interest to accrue on a daily basis. The Parties agree that this is a substantial remedy for late payment of any sum payable under this Call-Off Contract for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.

## **Part 5 - IP Rights**

### **17 IP Rights**

- 17.1 Clause 14 (Intellectual Property Rights) shall be Incorporated, unless stated in the Call-Off Particulars that Appendix 2 shall apply. Appendix 2 does not therefore automatically apply to any Call-Off Contract.
- 17.2 Subject to paragraph 5.5, Deliverables IPR is owned by the Partner, save that it cannot use and/or exploit the Deliverables IPR without payment of royalties to TfL in accordance with Appendix 1.
- 17.3 The Partner shall update TfL in writing each month on what Deliverables IPR has been created since the previous update and the aggregate monetary value of Deliverables IPR created to the relevant date.

### **18 GDPR and Cyber Security**

- 18.1 Subject to paragraph 18.2, in relation to the Processing of Personal Data under a Call-Off Contract, the Parties acknowledge and agree that:
- (a) the Partner and TfL act in the capacity of independent Controllers and each are separately responsible for compliance with the Data Protection Law; and
  - (b) the Personal Data shall be limited to business contact Personal Data necessary to enable the Partner to provide to TfL the Deliverables as set out in a Call-Off Contract which shall include business contact details of employees and those working for or on behalf of the Parties such as names, business addresses and other contact details (email and telephone).
- 18.2 If the Call-Off Particulars specifies that Schedule 14 (Personal Data) applies, Schedule 14 (Personal Data) of the Framework Agreement shall be Incorporated.

## **Part 6 - Liability and Insurance**

### **19 Limits on Liability and Conduct of Claims, and Insurance**

- 19.1 Clause 18 (Limits on Liability and Conduct of Claims) shall be Incorporated, unless stated otherwise in the Call-Off Particulars.
- 19.2 Clause 19 (Insurance Requirements) shall be Incorporated, unless stated otherwise in the Call-Off Particulars.
- 19.3 If there are different types of Deliverables provided under this Call-Off Contract, the Parties' Liability under this paragraph 19 shall apply to all Deliverables as a whole.

## Part 7 - Termination

### 20 Termination

#### Termination by TfL for Convenience

20.1 TfL may terminate this Call-Off Contract for convenience at any time by issuing a Termination Notice to the Partner and TfL shall provide at least three (3) months' notice if reasonably practicable, in which case paragraph 21 shall apply, and:

- (a) if the Termination Notice states that this Call-Off Contract has been substantially amended such that the Procurement Requirements require a new tender process in respect of the Deliverables, this Call-Off Contract shall terminate on the date stated in the Termination Notice; or
- (b) otherwise, this Call-Off Contract shall terminate on the date stated in the Termination Notice (which shall, except where the Partner is Insolvent, be at least thirty (30) Days after the date of the Termination Notice).

#### Termination by TfL for Partner Default

20.2 If any of the following events occur TfL may issue a Termination Notice to the Partner, and this Call-Off Contract shall terminate on the date stated in the Termination Notice (which shall, except where the Partner is Insolvent, be at least thirty (30) Days after the date of the Termination Notice:

- (a) any of the events set out in clauses 20.2(a) to 20.2(j) (Termination) occur; and/or
- (b) any other event listed in the Call-Off Particulars occurs.

#### Material Default Rectification

20.2A If the Partner commits a Default which has or is likely to have a serious effect on the Partner's performance of its obligations under a Call-Off Contract or the benefit TfL would otherwise derive from such Call-Off Contract (a **Notifiable Default**), the Partner shall:

- (a) notify TfL of the Notifiable Default as soon as practicable but in any event within five (5) Business Days of becoming aware of it, detailing the actual or anticipated effect of the Notifiable Default; and
- (b) submit a draft Rectification Plan to TfL as soon as possible and in any event within fifteen (15) Business Days, setting out full details of the Notifiable Default that has occurred (including a root cause analysis), the actual or anticipated effect of the Notifiable Default and the steps (including timescales) which the Partner proposes to take to rectify the Notifiable Default and to prevent such Notifiable Default from recurring.

#### Agreement of the Rectification Plan

20.2B TfL shall notify the Partner whether it (acting reasonable) consents to the draft Rectification Plan as soon as reasonably practicable. If TfL rejects the draft Rectification Plan, the Partner shall submit a revised draft of the Rectification Plan (taking into account TfL's comments) to TfL

for review within ten (10) Business Days (or such other period as agreed by TfL in writing) of TfL's notice.

20.2C Without prejudice to any other rights or remedies TfL may have, TfL may issue a Termination Notice in respect of the Call-Off Contract to the Partner on the basis that the circumstances described in clause 20.2(b) have arisen, and the Call-Off Contract shall terminate on the date thirty (30) Days after the date of issue of the Termination Notice if the Partner fails:

- (a) to submit or resubmit a draft Rectification Plan to TfL within the timescales specified in paragraphs 20.2A(b) or 20.2B; or
- (b) to implement the Rectification Plan or otherwise rectify a Notifiable Default within forty (40) Business Days of agreement of the Rectification Plan.

#### **Termination by the Partner for TfL Default**

20.3 If any of the following events occur the Partner may issue a Termination Notice to TfL, and this Call-Off Contract shall terminate on the date thirty (30) Days after the date of issue of the Termination Notice (unless TfL remedies the default prior to such date):

- (a) TfL is Insolvent;
- (b) TfL fails to pay undisputed sums due to the Partner under a Call-Off Contract which, together exceed 20% (or such other level specified in the relevant Call-Off Particulars) of the Prices which would be payable to the Partner on the basis of full performance of its obligations under this Call-Off Contract in the:
  - (i) first year of a Call-Off Term; or
  - (ii) the previous 12 months,
- (c) and such amounts remain outstanding sixty (60) Days after TfL receives a Notice of non-payment from the Partner (which the Partner may only serve following the due date in respect of the relevant sums).

#### **Termination by the Partner for Convenience during Phase 1**

20.3A The Partner may terminate this Call-Off Contract for convenience at any time before the date three (3) months following the Phase 1 Commencement Date, by issuing a Termination Notice to TfL, in which case clause 21 (Consequences of Expiry or Termination) shall apply and such Call-Off Contract shall terminate on the date of the Termination Notice.

#### **No Fault Termination by TfL**

20.4 If the Partner is relieved from liability under clause 27 (Force Majeure Events) in respect of a failure to perform a material part of its obligations for a period of more than thirty (30) Days, TfL may issue a Termination Notice to the Partner, and this Call-Off Contract shall terminate on the date stated in the Termination Notice (which shall be at least thirty (30) Days after the date of the Termination Notice).

### **Termination following a Declaration of Ineffectiveness**

- 20.5 During any court proceedings seeking a Declaration of Ineffectiveness or prior to such proceedings commencing (where TfL reasonably believes that such proceedings will be commenced), TfL may require the Partner, by issuing a Notice, to prepare a plan setting out the consequences for TfL (by addressing all relevant matters as set out in paragraph 21 but on the basis that the provision of the Deliverables will cease if a Declaration of Ineffectiveness is made) if such a declaration is made. As from the date of receipt by the Partner of such Notice, the Parties (acting reasonably and in good faith) will agree an appropriate plan which addresses the relevant matters set out paragraph 21 and which the Parties agree (or in the absence of agreement), as determined pursuant to the escalation process at clauses 28.1, 28.2 and 28.3 (Dispute Resolution) would have effect in the event that a Declaration of Ineffectiveness is made (provided that if no agreement has been reached within 10 days of the referral under clause 28.1 (Dispute Resolution) the plan shall be reasonably determined by TfL and shall be final and binding on the Parties). Notwithstanding whether such plan is agreed or determined, the Parties agree that they shall comply with clause 16 (Confidentiality) even if this Call-Off Contract is subject to a Declaration of Ineffectiveness.
- 20.6 At any point during any court proceedings seeking a Declaration of Ineffectiveness or prior to such proceedings commencing (where TfL reasonably believes that such proceedings will be commenced), TfL may require the Partner to seek the prior written consent of TfL before it incurs any cost or liability (or future cost or liability) in connection with this Call-Off Contract whether specified in the plan referred to in paragraph 20.5 or otherwise.
- 20.7 In the event that a court makes a Declaration of Ineffectiveness, TfL will promptly notify the Partner and the following provisions of this paragraph 20.7 shall apply:
- (a) the Parties will comply with their respective obligations under the plan (as agreed by the Parties under paragraph 20.5 or determined in accordance with the escalation process at clauses 28.1, 28.2 and 28.3 (Dispute Resolution) as referred to in paragraph 20.5) in the event that a Declaration of Ineffectiveness is made as from the time when the Declaration of Ineffectiveness is made; and
  - (b) the Declaration of Ineffectiveness will not prejudice or affect any right, liability or remedy which has accrued or will accrue to either Party prior to or after such Declaration of Ineffectiveness in respect of the period prior to the Declaration of Ineffectiveness.
- 20.8 For the avoidance of doubt, the provisions of paragraphs 20.5 to 20.7 (and applicable definitions) shall survive any termination of the Call-Off Contract following a Declaration of Ineffectiveness.

### **General**

- 20.9 If this Call-Off Contract specifies a remedy period before a termination right can be exercised and the Party in breach remedies the relevant breach after expiry of that remedy period, the other Party will nevertheless be entitled to exercise the termination right.
- 20.10 Notwithstanding any other terms of this Call-Off Contract, this Call-Off Contract shall only terminate in accordance with the express provisions of this Call-Off Contract.

## **21 Consequences of Expiry or Termination**

21.1 Clause 21 (Consequences of Expiry or Termination) shall be Incorporated.

21.2 With effect from the date of a Termination Notice or the date thirty (30) Days before the Call-Off Expiry Date (as applicable), the Partner shall:

- (a) promptly complete any work in progress in relation to the Deliverables in order for the Partner to be able to comply with its obligations under paragraph 21.3(b)(ii); and
- (b) repay to TfL any Prices paid in advance in respect of Deliverables not provided by the Partner as at the Call-Off Expiry Date or Termination Date.

21.3 With effect from the End Date, the Partner shall:

- (a) immediately vacate TfL Premises and promptly remove Partner Equipment and any rubbish from TfL Premises, leaving them in a clean, safe and tidy condition to TfL's reasonable satisfaction;
- (b) if requested by TfL, promptly:
  - (i) deliver to TfL an inventory of all materials relating to the Deliverables (including finished Deliverables, work in progress and raw materials) currently held relating to the Deliverables by the Partner, in transit to TfL or on order from suppliers;
  - (ii) deliver to TfL work in progress in respect of the Deliverables as smoothly as possible to enable TfL to transfer the supply of the Deliverables to a subsequent provider or to take them over itself. Until they have been delivered or returned, the Partner shall be solely responsible for the safe keeping of all Deliverables and TfL Material in its possession and will not use them for any purpose not connected with this agreement; and
  - (iii) assign (or procure the assignment of) to TfL the benefit of any guarantees or warranties associated with the work in progress in respect of the Deliverables and give such assistance as TfL may reasonably require in enforcing such guarantees or warranties.

21.3A If a Call-Off Contract is terminated by TfL in accordance with paragraph 20.1 following TfL being reasonably satisfied that the Partner has met the Phase 1 Requirements, TfL shall pay the Partner an amount equal to the Partner's reasonably demonstrated and unavoidable costs incurred as a direct result of such termination, provided that no amount shall be payable:

- (a) in respect of loss of profit or turnover;
- (b) to the extent the Partner has failed to comply with clause 18.9 (Mitigation); and
- (c) in respect of any sub-contractor breakage costs except to the extent the Partner has included appropriate breakage clauses in the sub-contract which are equivalent to this paragraph 21.3A.

- 21.4 If a Call-Off Contract is terminated in accordance with paragraph 20.2, the Partner shall fully and promptly indemnify TfL in respect of:
- (a) the direct cost of procuring and providing the Deliverables as would have been performed by the Partner during the Call-Off Term (had the relevant Call-Off Contract not been terminated) to the extent that such cost exceeds such sums as would have been payable to the Partner for providing the Deliverables and TfL:
    - (i) shall be at liberty to have such Deliverables provided by any persons (whether or not the employees or sub-contractors of TfL) and on such terms as TfL shall in its reasonable discretion think fit; and
    - (ii) shall be under no obligation to employ the least expensive method of having such Deliverables provided;
  - (b) any other direct losses or expenses (including such costs of re-procurement as are reasonable); and
  - (c) any interest on amounts as set out in paragraphs 21.4(a)(i) and 21.4(a)(ii) above from the Termination Date until the date of payment of such amounts;
- 21.4A If a Call-Off Contract is terminated in accordance with paragraph 20.3A, each Party shall bear their own costs incurred as a result of such termination (in particular, the Partner shall carry out its obligations under clause 21.4 at its own cost).
- 21.5 With effect from the End Date, TfL shall be under no obligation to make any further payment to the Partner, except for any outstanding payments which may have fallen due to the Partner before termination, which shall become due and payable by TfL on the End Date.

## Appendix 1

### Phase 3 Terms

#### 1 Definitions

1.1 Words and expressions used in these Phase 3 Terms shall, except where the context requires otherwise, have the meanings given in the Call-Off Conditions.

1.2 In addition, the following words and expressions shall have the following meanings in these Phase 3 Terms:

**Accounting Period** means each three (3) month period commencing from the Phase 3 Commencement Date;

**Available Revenue** or **AR** has the meaning given in paragraph 3.2;

**Costs** means the aggregate of the Phase 1 Costs, Operating Costs and any TfL Costs;

**Income** means income received or receivable by the Partner or any Partner Party pursuant to third party contracts in respect of delivery of any Phase 3 Deliverables during the Phase 3 Period;

**Operating Costs** means the following, in each case excluding Ineligible Costs:

- (a) the evidenced and direct operating costs set out in the Phase 3 Call-Off Particulars; or
- (b) if no operating costs are stated in the Phase 3 Call-Off Particulars, the evidenced and direct costs incurred by the Partner in supplying the Phase 3 Deliverables as reasonably evidenced in the Reports, including (but not limited to):
  - (i) packaging costs;
  - (ii) shipping costs;
  - (iii) manufacturing costs; and
  - (iv) marketing costs;

**Partner Revenue Payment** means Available Revenue with respect to the relevant Accounting Period less the TfL Revenue Payment;

**Phase 1 Costs** means the reasonably evidenced costs incurred at risk by the Partner in respect of Phase 1 (excluding Ineligible Costs), as set out in the Phase 3 Call-Off Particulars;

**Phase 3 Conditions** means the conditions set out in the Phase 3 Call-Off Particulars;

**Phase 3 Deliverables** means deliverables described in the Phase 3 Call-Off Particulars or any other deliverables the same or similar to the Phase 2 Deliverables, or otherwise derived from the Phase 2 Deliverables or as stated;

**Previous Revenue Payment** or **PSP** has the meaning given in paragraph 3.2;

**Prohibited Customer** has the meaning given in paragraph 2.1 of this Schedule;

**Revenue Share Percentage** or **RSP** means 20% of Revenue or such other share specified in the Phase 3 Call-Off Particulars;

**Royalty Payment Period** means three (3) years following the Phase 3 Commencement Date or such other date specified in the Phase 3 Call-Off Particulars;

**Quarter** means each three (3) month period commencing from the Phase 3 Commencement Date;

**Report** has the meaning given in paragraph 5.1;

**Royalty Payment** means:

- (a) TfL Revenue Payment; or
- (b) such other amount set out in in the Phase 3 Call-Off Particulars;

**TfL Costs** means the costs incurred by TfL in relation to any Deliverables or the Call-Off Contract it wishes to recover as set out in the Phase 3 Call-Off Particulars; and

**TfL Revenue Payment** means the monies from the Available Revenue to be paid to TfL by the Partner as calculated in accordance with paragraph 3.2.

## **2 Phase 3 Deliverables**

2.1 The Partner may provide the Phase 3 Deliverables during the Phase 3 Period to any party other than any party to whom the Partner is prohibited from providing the Phase 3 Deliverables to due to any of the following (being **Prohibited Customers**):

- (a) by operation of applicable Law;
- (b) under any TfL policy notified to the Partner in writing from time to time; or
- (c) as specified in the Phase 3 Call-Off Particulars.

2.2 Within seven (7) Days following entry into a contract with a party in respect of the Phase 3 Deliverables, the Partner shall send to TfL a copy of the relevant contract.

2.3 The Partner shall use its reasonable endeavours to maximise Revenue and will seek to achieve the sales and/or revenue targets set out in the Phase 3 Call-Off Particulars, and or otherwise maximise Revenue, in each case in respect of the supply of Phase 3 Deliverables to any party other than Prohibited Customers.

2.4 In relation to any Phase 3 Deliverables which the Partner or any Partner Party provides to a third party, the Partner shall provide the Phase 3 Deliverables in accordance with:

- (a) Good Industry Practice;
- (b) applicable Law;
- (c) Consents; and

- (d) in such a manner as to ensure that neither it, nor any Partner Party, by its act or omission embarrasses TfL or any TfL Party or brings TfL or any TfL Party into disrepute by any act or omission which is reasonably likely to diminish the trust that the public places in TfL or any TfL Party.
- 2.5 Without prejudice to other relevant terms of the Framework Agreement, the Partner shall not (and shall procure that each customer shall not) refer to TfL in relation to any Phase 3 Deliverable, use TfL's names, logos or trade marks on any of the Phase 3 Deliverables, or publicise the existence or terms of the Framework Agreement, or any Call-Off Contract, without TfL's prior written consent.
- 2.6 TfL shall have no obligations under a Call-Off Contract in relation to Phase 3 (unless otherwise specified in the Phase 3 Call-Off Particulars) and shall have no liability to the Partner in respect of:
- (a) the Partner failing to achieve the sales and/or revenue targets set out in the Phase 3 Call-Off Particulars; or
  - (b) any customer or other third party.
- 2.7 The Partner shall indemnify TfL against any Liability (including in relation to third party claims) arising out of or in connection with the Phase 3 Deliverables and/or contract between the Partner and a third party.

### **3 Royalty Payment**

- 3.1 TfL shall be entitled to the Royalty Payment for the duration of the Royalty Payment Period in relation to all Phase 3 Deliverables. The Royalty Payment shall be paid by the Partner:
- (a) if a one-off fixed payment, within 30 Days following receipt of an invoice from TfL;
  - (b) if a regular fixed payment, within 30 Days following receipt of an invoice from TfL in respect of each period as specified in the Phase 3 Call-Off Particulars; or
  - (c) if a TfL Revenue Payment, within 30 Days following receipt of an invoice from TfL in respect of each Accounting Period.

- 3.2 The TfL Revenue Payment in respect of each Accounting Period shall be calculated as follows:

$$\text{TfL Revenue Payment} = \text{RSP\%} \times \text{AR}$$

$$\text{AR} = (\text{I} - \text{C}) - \text{PSP}$$

I = aggregate Income paid or payable since the Phase 3 Commencement Date

C = aggregate Costs incurred since the Phase 3 Commencement Date, provided that if in any Accounting Period Costs are greater than Income, then the difference shall be carried over to the calculation of the Revenue Share Payment in respect of the next Accounting Period

PSP = Previous Revenue Payment, being the aggregate of the TfL Revenue Payments and Partner Revenue Payments, in each case since the Phase 3 Commencement Date

- 3.2A Prior to the Phase 3 Commencement Date, the Parties shall agree arrangements in relation to setting up an escrow account into which each month the Partner would pay a percentage of the amount by which in the relevant month the Income exceeds Costs (corresponding to the Revenue Share Percentage).
- 3.3 A worked example of a calculation of TfL Revenue Payment:

Accounting Period	Phase 1 Costs	Operating Costs	TfL Costs	Total Costs (in aggregate) (C)	Income	Total Income (in aggregate) (I)	Revenue	Previous Revenue Payment (PSP)	Available Revenue (AR)	TfL Revenue Payment (■)	Partner Revenue Payment (■)
1											
2											
3											
4											

<sup>1</sup> The Income in Y1 was not high enough to recoup all of the Phase 1 Costs (as well as the Operational Costs and TfL Costs) so the E150 of Phase 1 Costs not recouped are carried over to be recouped in Y2

<sup>2</sup> TfL Costs in Y1 were recouped through Income but TfL may incur further costs in Y2 which will need to be recouped

#### **4 Reporting**

- 4.1 The Partner will report to TfL each Quarter within ten (10) Business Days following the end of each Quarter (**Report**).
- 4.2 Each Report shall include the following details:
- (a) Operating Costs incurred in respect of the Phase 3 Deliverables for the period since the expiry of the previous Accounting Period and in aggregate since the Phase 3 Commencement Date;
  - (b) amount of Phase 1 Costs recouped for the period since the expiry of the previous Accounting Period and in aggregate since the Phase 3 Commencement Date;
  - (c) Income received for the period since the expiry of the previous Accounting Period and in aggregate since the Phase 3 Commencement Date; and
  - (d) if the Royalty Payment includes a TfL Revenue Payment, calculation of Available Revenue and any TfL Revenue Payment for the relevant Accounting Period.
- 4.3 The information provided in the Reports shall be provided by the Partner in accordance with the principles of Open Book Accounting.
- 4.4 TfL may issue an invoice to the Partner with respect to the Royalty Payment any time after 15 Business Days following the end of each Accounting Period.
- 4.5 The Partner shall pay the Royalty Payment to TfL within 30 Days following receipt of an invoice from TfL.
- 4.6 Either Party may issue a Referral Notice in relation to a Dispute with respect to the Royalty Payment in accordance with Clause 28 (Dispute Resolution).

#### **5 Sales without payment of royalties**

- 5.1 The Partner shall hold an amount equivalent to TfL's Royalty Payment on trust for TfL and immediately pay to TfL the Royalty Payment upon request from TfL if the Partner:
- (a) sells any Phase 3 Deliverables to a Prohibited Customer without TfL's prior written consent; and/or
  - (b) does not pay to TfL any Royalty Payment due.

## Appendix 2

### IP Rights

**This Appendix 2 does not automatically apply to a Call-Off Contract, but will only apply if the Partner and TfL explicitly specify in a Call-Off Contract that it shall apply, in which case the provisions of Appendix 2 must be explicitly included in the Call-Off contract itself.**

#### 1 Intellectual Property Rights

##### Ownership of IPR

1.1 If specified in the Call-Off Particulars acknowledged between the Parties in accordance with the relevant Call-Off Procedure that this Appendix 2 shall apply, for the purposes of the relevant Call-Off Contract, Intellectual Property Rights shall be owned as follows:

- (a) TfL Background IPR shall remain the property of TfL and any Intellectual Property Rights in TfL Data (**TfL Data IPR**) shall be the property of and vest in TfL absolutely from the time of their creation (TfL Background IPR and TfL Data IPR together being **TfL IPR**);
- (b) any Intellectual Property Rights which come into existence as a result of the performance by the Partner of its obligations under this Agreement and/or a Call-Off Contract or otherwise subsisting in or relating to all Deliverables (**Deliverables IPR**) shall be the property of and vest in TfL absolutely from the time of their creation (and the Partner hereby assigns with full title guarantee (and shall procure that each other Partner Party assigns with full title guarantee) all such Intellectual Property Rights created by it (or the relevant Partner Party's (as appropriate) in the course of providing the Deliverables to TfL);
- (c) Partner Background IPR shall remain the property of the Partner or otherwise shall be the property of and vest in the Partner absolutely from time to time of their creation.

##### IPR Licences

- 1.2 To the extent that paragraph 1.1 is not effective to assign legal title to TfL Data IPR and/or the Deliverables IPR, the Partner shall (and procure that each other Partner Party shall) grant to TfL and each TfL Party a perpetual, irrevocable, non-exclusive, world-wide, royalty-free licence to use, copy, translate and amend all TfL Data IPR and Deliverables IPR, and as and when requested by TfL (or the relevant TfL Party (as appropriate)) the Partner shall (and shall procure that the other Partner Parties shall) execute any assignment documents reasonably requested by TfL.
- 1.3 TfL shall grant to the Partner a non-assignable, non-exclusive, royalty-free licence to use all TfL IPR and Deliverables IPR, solely for the Permitted Purposes and only during the Term, including the right to grant sub-licences to Partner Parties on terms no wider than the terms granted to the Partner under this paragraph 1.3.
- 1.4 The Partner shall (and shall procure that each relevant Partner Party shall) grant to TfL and each TfL Party, a perpetual, irrevocable, non-exclusive, world-wide, royalty-free licence to use, copy, translate and amend all Partner Background IPR for the Permitted Purposes, in each case in any software, documentation, spreadsheets, data or other materials provided to TfL or

TfL Party by or on behalf of the Partner (or any other Partner Party) in the course of providing the Deliverables (or otherwise in accordance with the terms of a Call-Off Contract) including the right to grant sub-licences to TfL Parties and any Approved Replacement Partner on terms no wider than the terms granted to TfL under this paragraph 1.4.

### **Confidentiality**

- 1.5 The exercise of the licences granted under paragraphs 1.2, 1.3 and 1.4 shall not constitute a breach of clause 16 (Confidentiality), provided that:
- (a) the recipient of any Confidential Information which is made available in the course of exercising such licence is first placed under terms of confidentiality that are equivalent to clause 16 (Confidentiality), by the person exercising the relevant licence; and
  - (b) the person exercising the relevant licence uses its reasonable endeavours to procure that the person to whom disclosure is made complies with such obligations.

### **IPR Indemnities**

- 1.6 Except to the extent that any infringement has arisen directly from any modifications of the relevant IPR without the other Party's written consent or authorisation:
- (a) the Partner shall indemnify TfL Party and/or Approved Replacement Partner (**Protected Party**) against any Liability, in each case arising out of or in connection with any Claim that the use by that Protected Party of all or any part of the Deliverables and/or Partner IPR infringes the Intellectual Property Rights of that third party or of another person; and
  - (b) TfL shall indemnify the Partner against any Liability arising out of or in connection with any Claim that the use by the Partner in accordance with this Agreement and/or a Call-Off Contract of all or any part of TfL IPR infringes the Intellectual Property Rights of that third party or of another person.
- 1.7 If an Indemnified Party is (or reasonably believes it is likely to be) subject to any claim as described in paragraph 1.6(a) or 1.6(b) (as applicable) the Party may by Notice require the other Party to promptly at its expense either:
- (a) obtain for the Indemnified Party the right to continue using the relevant IPR in the manner permitted under this Agreement free from any liability for such infringement or likely infringement; or
  - (b) modify, substitute or replace all relevant IPR so as to avoid the infringement or alleged infringement, without prejudice to any representations, warranties and indemnities in this Agreement, and without adversely affecting or limiting in any respect the performance, the scope or functionality of the infringing items or the Deliverables or any part of them.
- 1.8 Where the Partner is the Indemnifying Party and the Partner is unable to fulfil its obligations under paragraph 1.7 TfL shall be entitled to terminate this Agreement by not less than 45 Days' Notice (or such longer period as may be agreed by the Parties in writing) to the Partner.

## Schedule 7

### Form of Call-Off Contract

Call-Off Contract Number: **[INSERT]**

**Between:**

- (1) **TRANSPORT FOR LONDON** of 5 Endeavour Square, London E20 1JN (**TfL**); and
- (2) **SOPRA STERIA LIMITED** (No. 04077975) whose registered office is at Three Cherry Trees Lane, Hemel Hempstead, Hertfordshire, HP2 7AH (**Partner**).

**Whereas:**

- (A) TfL and the Partner have entered into a framework agreement dated **[DATE]** which provides a framework for TfL to award Call-Off Contracts to the Partner for the provision of some or all of the activities, including in relation to its Research and Development Roadmap, in response to a Problem Statement (**Framework Agreement**).
- (B) TfL wishes to award a Call-Off Contract to the Partner in relation to the Deliverables described in the Call-Off Particulars and the Partner has agreed to:
  - 1) enter into this Call-Off Contract;
  - 2) commence Phase 1 under this Call-Off Contract in accordance with the Phase 1 Call-Off Particulars; and
  - 3) provide the Deliverables described in the Call-Off Particulars on those terms and conditions set out in this Call-Off Contract.

### **1 Terms of Call-Off Contract**

1.1 The Call-Off Contract shall comprise in descending order of precedence:

- (a) in relation to:
  - (i) Phase 1, the Phase 1 Call-Off Particulars, including the Annexes and Appendices;
  - (ii) Phase 2, the Phase 2 Call-Off Particulars, including its annexes; and
  - (iii) Phase 3, the Phase 3 Call-Off Particulars, including its annexes;
- (b) the Call-Off Conditions;
- (c) **[the Goods Conditions][and][the Works Conditions][and][the Software Conditions]**<sup>3</sup>; and

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<sup>3</sup> Delete as appropriate depending on which set(s) of conditions apply

- (d) any other document specified or referred to in the Phase 1 Call-Off Particulars, Phase 2 Call-Off Particulars or Phase 3 Call-Off Particulars (as applicable).
- 1.2 The documents comprising a Call-Off Contract shall be mutually self-explanatory, but conflicts between any of the documents shall be resolved in accordance with the order of priority set out in paragraph 1.1.
- 1.3 If there is any conflict between the terms of a Call-Off Contract and the Framework Agreement, the terms of this Call-Off Contract shall prevail. No conflict within or between any of the documents comprising a Call-Off Contract or between the terms of the Framework Agreement and a Call-Off Contract shall affect the validity of the Call-Off Contract.
- 1.4 Each Call-Off Contract shall comprise an independent contract, separate from any other Call-Off Contract and the Framework Agreement.
- 1.5 Words and expressions used in this Call-Off Contract shall, except where the context requires otherwise, have the meanings given in the Call-Off Conditions. In this Call-Off Contract references to:
  - (a) Appendices are, unless otherwise provided, references to appendices to this Call-Off Contract; and
  - (b) Annexes are, unless otherwise provided, references to annexes to the Phase 1 Call-Off Particulars.

## **2 Phase 1 Call-Off Particulars**

The relevant details in relation to Phase 1 of this Call-Off Contract are stated in Appendix 1.

**SIGNED** for and on behalf of **TRANSPORT FOR LONDON** by:

Signature:

Name (block capitals):

Position:

Date:

**SIGNED** for and on behalf of **SOPRA STERIA LIMITED** by:

Signature:

Name (block capitals):

Position:

Date:

## Appendix 1

### Form of Phase 1 Call-Off Particulars

PHASES	
Phase	[SPECIFY DETAILS OF PHASE 1]
Phase 1 Requirements	[SPECIFY THE REQUIREMENTS FOR PHASE 1 –I.E THE OUTPUTS REQUIRED AT THE END OF THE PHASE]  [THIS SHOULD INCLUDE A REPORT OF THE AMOUNT OF TIME AND INVESTMENT SPENT ON PHASE 1]
Phase 1 Commencement Date	[INSERT DATE]
Phase 1 Target Completion Date	[INSERT DATE]
CONDITIONS	
Conditions	[SPECIFY WHICH OF THE FOLLOWING CONDITIONS SHALL APPLY:  <ul style="list-style-type: none"> <li>• GOODS CONDITIONS</li> <li>• WORKS CONDITIONS</li> <li>• SOFTWARE CONDITIONS]</li> </ul>
Works Conditions	[FOR ANY CALL-OFF CONTRACT RELATING TO WORKS, TFL TO CONFIRM IF NEC4 WITH AGREED AMENDMENTS OR NEC4 SHORT FORM WITH AGREED AMENDMENTS WILL BE USED AND SET OUT AMENDMENTS HERE]
Bespoke conditions	[SPECIFY IF ANY BESPOKE CONDITIONS WILL APPLY, WHICH WILL BE SET OUT IN ANNEX 1]
COMMENCEMENT AND TERM	
Call-Off Term	The period from the Commencement Date until the Call-Off Expiry Date or (if earlier) [specify date], subject to extension of [specify period] by Tfl serving Notice.
Commencement Date	means the Phase 1 Commencement Date or [complete only if different]
Call-Off Expiry Date	[INSERT DATE]
DELIVERABLES	
Deliverables	[INSERT DETAILS OF DELIVERABLES TO BE PROVIDED]

Investment and resources	[INSERT DETAILS, INCLUDING A DETAILED BREAKDOWN, OF LEVEL OF INVESTMENT AND RESOURCE COMMITMENT BY THE PARTNER]  [PARTNERS TO SET OUT ANY ADDITIONAL ROLES AND MAXIMUM RATES NOT COVERED IN SCHEDULE 12 IN ADVANCE OF AWARD OF PHASE 1]
Monitoring and Reporting frequency	[INSERT FREQUENCY OF REPORTS AND MONITORING]
Third Party Assets	[INSERT REQUIREMENTS OF ANY THIRD PARTIES IF USING THEIR ASSETS TO PROVIDE THE DELIVERABLES]
<b>TIMETABLE</b>	
Timetable	[INSERT TIMETABLE FOR PROVIDING THE DELIVERABLES]
<b>WARRANTY PERIOD</b>	
Warranty Period	[SPECIFY WARRANTY PERIOD]
<b>TFL POLICY REQUIREMENTS</b>	
TfL Policy Requirements	[SPECIFY ANY ADDITIONAL POLICY REQUIREMENTS]
<b>TFL OBLIGATIONS</b>	
TfL Obligations	[SPECIFY ANY OTHER OBLIGATIONS ON TFL IN ADDITION TO PARAGRAPH 12 OF THE CALL-OFF CONDITIONS]
<b>PERSONNEL</b>	
Partner Key Personnel	[NAME KEY PERSONNEL WHO WILL BE INVOLVED IN THE PROVISION OF THE RELEVANT DELIVERABLES]
TfL Key Personnel	[NAME KEY PERSONNEL WHO WILL BE INVOLVED IN THE PROVISION OF THE RELEVANT DELIVERABLES]
<b>ACCESS TO TFL ASSETS</b>	
TfL Assets	[SPECIFY IF DIFFERENT TREATMENT OF TFL ASSETS TO THE FRAMEWORK AGREEMENT]
<b>PAYMENT AND INVOICING</b>	
Phase 1 Prices	[SPECIFY IF TFL WILL MAKE ANY PAYMENTS FOR THE PHASE 1 DELIVERABLES]
<b>INTELLECTUAL PROPERTY RIGHTS</b>	

Ownership of IPR	[INSERT IF DIFFERENT TO THE FRAMEWORK AGREEMENT]
Deliverables IPR	[INSERT IF DIFFERENT TO THE FRAMEWORK AGREEMENT]
<b>CYBER SECURITY</b>	
Cyber Security	[OUTLINE THE CYBER SECURITY-RELATED ACTIONS TO BE TAKEN]
<b>DATA PROTECTION LAW</b>	
Personal Data	[OUTLINE TYPES OF PERSONAL DATA TO BE PROCESSED FOR THE PERMITTED PURPOSE]
<b>CONTROLLER/PROCESSOR STATUS</b>	
Status of TfL for the purposes of this Processing Activity?	[Processor][Controller][Independent Controller][Joint Controller]
Status of the Partner for the purposes of this Processing activity?	[Processor][Controller][Independent Controller][Joint Controller]
<b>DESCRIPTION OF PROCESSING (where one Party is acting as a Processor on behalf of another Party)</b>	
Subject matter of Processing	
Nature and purpose of Processing	
Categories of Data Subject	
Type of Personal Data and/or Sensitive Personal Data	
Duration of Processing	
Personal data is to be Processed in the following Restricted Countries	
<b>DESCRIPTION OF PROCESSING (where the Partner and TfL are either Independent or Joint Controllers)</b>	
Description of Processing	

PUBLICITY AND BRANDING	
Consent needed for use of TfL's branding?	[INSERT ANY CIRCUMSTANCES WHERE TfL CONSENT IS NOT REQUIRED FOR USING NAMES, LOGOS, TRADE MARKS ETC]
Consent needed for use of the Partner's branding?	[INSERT ANY CIRCUMSTANCES WHERE PARTNER CONSENT IS NOT REQUIRED FOR USING NAMES, LOGOS, TRADE MARKS ETC]
LIABILITY	
Partner Call-Off Contract Liability Cap	[INSERT IF DIFFERENT TO THE CAP SPECIFIED IN THE FRAMEWORK AGREEMENT]
Property Liability Cap	[INSERT IF DIFFERENT TO THE CAP SPECIFIED IN THE FRAMEWORK AGREEMENT]
GDPR Liability Cap	[IF APPLICABLE, INSERT CAP FOR GDPR LIABILITY - [REDACTED] UNDER A CALL-OFF CONTRACT]
Cyber Security Liability Cap	[IF APPLICABLE, INSERT CAP FOR CYBER SECURITY LIABILITY - TfL EXPECTS THAT THIS WOULD, [REDACTED] UNDER A CALL-OFF CONTRACT]
Partner Liability for indirect losses	[INSERT ANY ADDITIONAL INDIRECT LOSSES THAT THE PARTNER SHOULD BE LIABLE FOR E.G. LOSS OF REVENUE]
Limitation Period	[INSERT IF LIMITATION PERIOD SHOULD BE DIFFERENT [REDACTED]]
General Third Party Liability Insurance	[INSERT IF MINIMUM COVERAGE IS [REDACTED]]
Additional Insurances Required	[INSERT REQUIRED INSURANCES]
Waiver of Subrogation	[SPECIFY IF A WAIVER OF SUBROGATION SHOULD BE INCLUDED]
TERMINATION	
Termination by TfL for Partner Default	[INSERT ADDITIONAL CIRCUMSTANCES WHERE TfL MAY ISSUE A TERMINATION NOTICE TO THE PARTNER]
Termination for TfL failure to pay	[INSERT PERCENTAGE IN RELATION TO TERMINATION FOR FAILURE TO PAY IF DIFFERENT TO PARAGRAPH 20.3 OF THE CALL-OFF CONDITIONS]

<b>ENVIRONMENTAL, SOCIAL AND CORPORATE GOVERNANCE &amp; SUSTAINABILITY</b>	
<b>ESG</b>	[SPECIFY IF Schedule 20 SHALL APPLY]
<b>SUB-CONTRACTING</b>	
<b>Permitted Sub-contractor</b>	[LIST ANY SUB-CONTRACTORS WHERE THE PARTNER WOULD NOT NEED TO OBTAIN TFL'S CONSENT]
<b>TFL MATERIALS</b>	
<b>TfL Materials</b>	[SPECIFY IF Schedule 17 (TfL Materials) SHALL APPLY AND IF SO, LIST ANY MATERIALS, TOOLS, DOCUMENTS AND EQUIPMENT TO BE PROVIDED BY THE BUSINESS AS PART OF THIS CALL-OFF CONTRACT.]
<b>SERVICE LEVELS</b>	
<b>Service Levels</b>	[SPECIFY IF ANY SERVICE LEVELS WILL APPLY, WHICH WILL BE SET OUT IN ANNEX 2 AND SET OUT THE TARGET SERVICE LEVELS]
<b>MOBILISATION AND DELIVERY OF GOODS<sup>4</sup></b>	
<b>Delivery Location</b>	[INSERT LOCATION(S) WHERE DELIVERY IS TO BE MADE][OR][AT SUCH LOCATIONS AS THE CLIENT MAY NOTIFY FROM TIME TO TIME].
<b>Delivery date and time</b>	[INSERT DATE(S) AND TIME(S) FOR DELIVERY][OR][AS THE CLIENT MAY NOTIFY FROM TIME TO TIME].
<b>Time of the essence</b>	[YES/NO?]
<b>Delivery by instalments</b>	[YES/NO?]
<b>Alternative percentage tolerance for quantity of goods supplied</b>	[PERMITTED MAXIMUM: [[INSERT NUMBER]% OR STATE "NO CHANGE"] [PERMITTED MINIMUM: [[INSERT NUMBER]% OR STATE "NO CHANGE"]
<b>WORKS CONTRACT<sup>5</sup></b>	
<b>Project Scope</b>	[IN RESPECT OF A WORKS CALL-OFF CONTRACT, SET OUT A DESCRIPTION OF THE WORKS.]
<b>Works Stage</b>	[IN RESPECT OF A WORKS CALL-OFF CONTRACT, SET OUT THE WORKS STAGES.]

<sup>4</sup> State "Not Used" if the Deliverables do not include goods

<sup>5</sup> State "Not Used" if the Deliverables do not include works

<b>Completion Date</b>	[IN RESPECT OF A WORKS CALL-OFF CONTRACT, SPECIFY THE COMPLETION DATE.]
<b>Target Completion Date</b>	[IN RESPECT OF A WORKS CALL-OFF CONTRACT, SPECIFY THE TARGET COMPLETION DATE.]
<b>Longstop Date</b>	[IN RESPECT OF A WORKS CALL-OFF CONTRACT, SPECIFY THE LONGSTOP DATE.]
<b>Key Dates</b>	[IN RESPECT OF A WORKS CALL-OFF CONTRACT, SPECIFY ANY KEY DATES WITH REGARD TO PAYMENT OF LIQUIDATED DAMAGES.]
<b>CDM</b>	[SPECIFY ANY PARTICULAR CDM ROLES WHICH DIFFER FROM THAT SPECIFIED IN THE WORKS CONDITIONS]

## Annex 1

### Bespoke Conditions

[State "Not Used" if not applicable]

## Annex 2

### Service Levels

[State "Not Used" if not applicable]

## Schedule 8

### Form of Phase 2 Commencement Notice

[To be printed on the headed paper of TfL]

[Mark Oldfield and Margaret Moore]  
Sopra Steria Limited  
Three Cherry Trees Lane  
Hemel Hempstead  
Hertfordshire  
HP2 7AH

[Date]

Dear Sir/Madam,

**Framework Agreement entered into by Transport for London (TfL) and Sopra Steria Limited (Partner) dated [date] (Framework Agreement): Phase 2 Commencement Notice in relation to Call-Off Contract relating to [describe the Deliverables]**

**Call-Off Contract Number: [INSERT]**

#### 1 Introduction

- 1.1 **TRANSPORT FOR LONDON** of 5 Endeavour Square, London E20 1JN (**TfL**) and **SOPRA STERIA LIMITED** (No. 04077975) whose registered office is at Three Cherry Trees Lane, Hemel Hempstead, Hertfordshire, HP2 7AH (**Partner**) have entered into a framework agreement dated [DATE] which provides a framework for TfL to award Call-Off Contracts to the Partner for the provision of some or all of the activities, including in relation to its Research and Development Roadmap, in response to a Problem Statement (**Framework Agreement**).
- 1.2 TfL and the Partner entered into a Call-Off Contract dated [DATE] in relation to the [describe Deliverables] (**Call-Off Contract**). TfL are now wanting to move to Phase 2 under the Call-Off Contract and is therefore serving this Phase 2 Commencement Notice on the Partner pursuant to the Framework Agreement.

#### 2 Phase 2

- 2.1 If the Partner wishes to proceed to Phase 2 under the Call-Off Contract, it should issue a Phase 2 Acknowledgement Notice to TfL within ten (10) Business Days following the service of this Phase 2 Commencement Notice.
- 2.2 If the Partner issues a Phase 2 Acknowledgement Notice to TfL within ten (10) Business Days following the issue of this Phase 2 Commencement Notice, then Phase 2 of the Call-Off Contract shall be deemed to have come into effect and the terms set out in the Phase 2 Call-Off Particulars in Appendix 1 shall apply from the date of the Phase 2 Commencement Notice.

2.3 If a Phase 2 Acknowledgement Notice is not issued within ten (10) Business Days following the issue of this Phase 2 Commencement Notice, Phase 2 of the Call-Off Contract shall not come into effect.

**SIGNED** for and on behalf of **TRANSPORT FOR LONDON** by:

Signature:

Name (block capitals):

Position:

Date:

## Appendix 1

### Form of Phase 2 Call-Off Particulars

PHASES	
Phase	[SPECIFY DETAILS OF PHASE 2]
Phase 2 Requirements	[SPECIFY THE REQUIREMENTS FOR PHASE 2 –I.E THE OUTPUTS REQUIRED AT THE END OF THE PHASE]
Phase 2 Commencement Date	[INSERT DATE]
Phase 2 Target Completion Date	[INSERT DATE]
Phase 3 Conditions	[SPECIFY ANY CONDITIONS THAT THE PARTNER MUST SATISFY BEFORE IT CAN ENTER INTO ANY CONTRACTS WITH A THIRD PARTY (OTHER THAN A PROHIBITED CUSTOMER)]
CONDITIONS	
Conditions	[SPECIFY WHICH OF THE FOLLOWING CONDITIONS SHALL APPLY:  <ul style="list-style-type: none"> <li>• GOODS CONDITIONS</li> <li>• WORKS CONDITIONS</li> <li>• SOFTWARE CONDITIONS]</li> </ul>
Works Conditions	[FOR ANY CALL-OFF CONTRACT RELATING TO WORKS, TFL TO CONFIRM IF NEC4 WITH AGREED AMENDMENTS OR NEC4 SHORT FORM WITH AGREED AMENDMENTS WILL BE USED AND SET OUT AMENDMENTS HERE]
Bespoke conditions	[SPECIFY IF ANY BESPOKE CONDITIONS WILL APPLY, WHICH WILL BE SET OUT IN ANNEX 1]
DELIVERABLES	
Deliverables	[INSERT DETAILS OF DELIVERABLES TO BE PROVIDED]
Monitoring and Reporting frequency	[INSERT FREQUENCY OF REPORTS AND MONITORING]
Third Party Assets	[INSERT REQUIREMENTS OF ANY THIRD PARTIES IF USING THEIR ASSETS TO PROVIDE THE DELIVERABLES]

<b>TIMETABLE</b>	
Timetable	[INSERT TIMETABLE FOR PROVIDING THE DELIVERABLES]
<b>LIQUIDATED DAMAGES<sup>6</sup></b>	
Liquidated Damages	[INSERT RATE OF LIQUIDATED DAMAGES.]
Liquidated Damages Cap	[INSERT CAP ON LIQUIDATED DAMAGES]
Key Date	[INSERT ANY KEY DATES, WHICH IS MISSED WOULD RESULT IN LIQUIDATED DAMAGES]
<b>WARRANTY PERIOD</b>	
Warranty Period	[SPECIFY WARRANTY PERIOD]
<b>TFL POLICY REQUIREMENTS</b>	
TfL Policy Requirements	[SPECIFY ANY ADDITIONAL POLICY REQUIREMENTS]
<b>TFL OBLIGATIONS</b>	
TfL Obligations	[SPECIFY ANY OTHER OBLIGATIONS ON TFL IN ADDITION TO PARAGRAPH 12 OF THE CALL-OFF CONDITIONS]
<b>PERSONNEL</b>	
Partner Key Personnel	[NAME KEY PERSONNEL WHO WILL BE INVOLVED IN THE PROVISION OF THE RELEVANT DELIVERABLES]
TfL Key Personnel	[NAME KEY PERSONNEL WHO WILL BE INVOLVED IN THE PROVISION OF THE RELEVANT DELIVERABLES]
<b>ACCESS TO TFL ASSETS</b>	
TfL Assets	[SPECIFY IF DIFFERENT TREATMENT OF TFL ASSETS TO THE FRAMEWORK AGREEMENT]

<sup>6</sup> State "Not Used" if Liquidated Damages are not relevant

<b>PAYMENT AND INVOICING</b>	
<b>Phase 2 Prices</b>	<p>[THE PRICES SHOULD REFLECT THE AGREED MARK-UP]</p> <p>[PRICES SHOULD REFLECT THE PRICES SUBMITTED IN THE CALL-OFF CONTRACT PROCESS, WHICH MUST IN TURN MATCH THE REQUIREMENTS OF THE PRICING SCHEDULE]</p> <p>[IN RESPECT OF A CALL-OFF CONTRACT THAT INCLUDES WORKS CONDITIONS, PRICES SHOULD INCLUDE THE PRICE FOR THE TOTAL WORKS AND MILESTONE PAYMENT PROGRAMME FOR EACH WORKS STAGE]</p>
<b>Agreed Mark-Up</b>	[INSERT THE AGREED MARK-UP, WHICH CANNOT EXCEED THE AMOUNT PROPOSED IN THE TENDER PROCESS]
<b>Payment Period</b>	<p>[THIS WILL DIFFER DEPENDING ON HOW THE DELIVERABLES ARE TO BE PAID E.G.</p> <ul style="list-style-type: none"> <li>• ONGOING MONTHLY SERVICE FEE (FROM THE COMMENCEMENT DATE UNTIL THE LAST DAY OF THE MONTH IN WHICH SUCH DATE OCCURS, AND EACH SUBSEQUENT CALENDAR MONTH);</li> <li>• ONGOING SERVICE FEE WHICH IS NOT MONTHLY (FROM THE COMMENCEMENT DATE UNTIL THE LAST DAY OF THE MONTH [3] MONTHS FOLLOWING THE COMMENCEMENT DATE IN WHICH SUCH DATE OCCURS, AND EACH SUBSEQUENT [3] MONTH PERIOD)</li> <li>• ONE-OFF PAYMENT (FROM THE DATE WHEN THE DELIVERABLES ARE PROVIDED UNTIL THE LAST DAY OF THE MONTH IN WHICH SUCH DATE OCCURS)</li> <li>• MILESTONE PAYMENTS (FROM THE DATE A PAYMENT MILESTONE IS SATISFIED UNTIL THE LAST DAY OF THE MONTH IN WHICH SUCH DATE OCCURS)]</li> </ul>
<b>INTELLECTUAL PROPERTY RIGHTS</b>	
<b>Ownership of IPR</b>	[INSERT IF DIFFERENT TO THE FRAMEWORK AGREEMENT]
<b>Deliverables IPR</b>	[INSERT IF DIFFERENT TO THE FRAMEWORK AGREEMENT]
<b>DATA PROTECTION LAW AND CYBER SECURITY</b>	
<b>Personal Data</b>	[OUTLINE TYPES OF PERSONAL DATA TO BE PROCESSED FOR THE PERMITTED PURPOSE]

<b>CONTROLLER/PROCESSOR STATUS</b>	
Status of Tfl for the purposes of this Processing Activity?	[Processor][Controller][Independent Controller][Joint Controller]
Status of the Partner for the purposes of this Processing activity?	[Processor][Controller][Independent Controller][Joint Controller]
<b>DESCRIPTION OF PROCESSING (where one Party is acting as a Processor on behalf of another Party)</b>	
Subject matter of Processing	
Nature and purpose of Processing	
Categories of Data Subject	
Type of Personal Data and/or Sensitive Personal Data	
Duration of Processing	
Personal data is to be Processed in the following Restricted Countries	
<b>DESCRIPTION OF PROCESSING (where the Partner and Tfl are either Independent or Joint Controllers)</b>	
Description of Processing	
<b>PUBLICITY AND BRANDING</b>	
Consent needed for use of Tfl's branding?	[INSERT ANY CIRCUMSTANCES WHERE Tfl CONSENT IS NOT REQUIRED FOR USING NAMES, LOGOS, TRADE MARKS ETC]
Consent needed for use of the Partner's branding?	[INSERT ANY CIRCUMSTANCES WHERE PARTNER CONSENT IS NOT REQUIRED FOR USING NAMES, LOGOS, TRADE MARKS ETC]

<b>LIABILITY</b>	
Partner Call-Off Contract Liability Cap	[INSERT IF DIFFERENT TO THE CAP SPECIFIED IN THE FRAMEWORK AGREEMENT]
Property Liability Cap	[INSERT IF DIFFERENT TO THE CAP SPECIFIED IN THE FRAMEWORK AGREEMENT]
GDPR Liability Cap	[IF APPLICABLE, INSERT CAP FOR GDPR LIABILITY – [REDACTED] UNDER A CALL-OFF CONTRACT]
Cyber Security Liability Cap	[IF APPLICABLE, INSERT CAP FOR CYBER SECURITY LIABILITY – TFL EXPECTS THAT THIS WOULD, IF ACCEPTED, [REDACTED] UNDER A CALL-OFF CONTRACT]
Partner Liability for indirect losses	[INSERT ANY ADDITIONAL INDIRECT LOSSES THAT THE PARTNER SHOULD BE LIABLE FOR E.G. LOSS OF REVENUE]
Limitation Period	[INSERT IF LIMITATION PERIOD SHOULD BE DIFFERENT [REDACTED]]
General Third Party Liability Insurance	[INSERT IF MINIMUM COVERAGE IS DIFFERENT TO [REDACTED]]
Additional Required Insurances	[INSERT REQUIRED INSURANCES]
Waiver of Subrogation	[SPECIFY IF A WAIVER OF SUBROGATION SHOULD BE INCLUDED]
<b>TERMINATION</b>	
Termination by TfL for Partner Default	[INSERT ADDITIONAL CIRCUMSTANCES WHERE TFL MAY ISSUE A TERMINATION NOTICE TO THE PARTNER]
Termination for TfL failure to pay	[INSERT PERCENTAGE IN RELATION TO TERMINATION FOR FAILURE TO PAY IF DIFFERENT TO PARAGRAPH 20.3 OF THE CALL-OFF CONDITIONS]
<b>ENVIRONMENTAL, SOCIAL AND CORPORATE GOVERNANCE &amp; SUSTAINABILITY</b>	
ESG	[SPECIFY IF Schedule 20 SHALL APPLY]
<b>SUB-CONTRACTING</b>	
Permitted contractor Sub-	[LIST ANY SUB-CONTRACTORS WHERE THE PARTNER WOULD NOT NEED TO OBTAIN TFL'S CONSENT]

<b>TFL MATERIALS</b>	
<b>TfL Materials</b>	[SPECIFY IF Schedule 17 (TfL Materials) SHALL APPLY AND IF SO, LIST ANY MATERIALS, TOOLS, DOCUMENTS AND EQUIPMENT TO BE PROVIDED BY THE BUSINESS AS PART OF THIS CALL-OFF CONTRACT.]
<b>SERVICE LEVELS</b>	
<b>Service Levels</b>	[SPECIFY IF ANY SERVICE LEVELS WILL APPLY, WHICH WILL BE SET OUT IN ANNEX 2 AND SET OUT THE TARGET SERVICE LEVELS]
<b>MOBILISATION AND DELIVERY OF GOODS<sup>7</sup></b>	
<b>Delivery Location</b>	[INSERT LOCATION(S) WHERE DELIVERY IS TO BE MADE][OR][AT SUCH LOCATIONS AS THE CLIENT MAY NOTIFY FROM TIME TO TIME].
<b>Delivery date and time</b>	[INSERT DATE(S) AND TIME(S) FOR DELIVERY][OR][AS THE CLIENT MAY NOTIFY FROM TIME TO TIME].
<b>Time of the essence</b>	[YES/NO?]
<b>Delivery by instalments</b>	[YES/NO?]
<b>Alternative percentage tolerance for quantity of goods supplied</b>	[PERMITTED MAXIMUM: [[INSERT NUMBER]% OR STATE "NO CHANGE"] [PERMITTED MINIMUM: [[INSERT NUMBER]% OR STATE "NO CHANGE"]
<b>WORKS CONTRACT<sup>8</sup></b>	
<b>Project Scope</b>	[IN RESPECT OF A WORKS CALL-OFF CONTRACT, SET OUT A DESCRIPTION OF THE WORKS.]
<b>Works Stage</b>	[IN RESPECT OF A WORKS CALL-OFF CONTRACT, SET OUT THE WORKS STAGES.]
<b>Completion Date</b>	[IN RESPECT OF A WORKS CALL-OFF CONTRACT, SPECIFY THE COMPLETION DATE.]
<b>Target Completion Date</b>	[IN RESPECT OF A WORKS CALL-OFF CONTRACT, SPECIFY THE TARGET COMPLETION DATE.]
<b>Longstop Date</b>	[IN RESPECT OF A WORKS CALL-OFF CONTRACT, SPECIFY THE LONGSTOP DATE.]

<sup>7</sup> State "Not Used" if the Deliverables do not include goods

<sup>8</sup> State "Not Used" if the Deliverables do not include works

<b>Key Dates</b>	[IN RESPECT OF A WORKS CALL-OFF CONTRACT, SPECIFY ANY KEY DATES WITH REGARD TO PAYMENT OF LIQUIDATED DAMAGES.]
<b>CDM</b>	[SPECIFY ANY PARTICULAR CDM ROLES WHICH DIFFER FROM THAT SPECIFIED IN THE WORKS CONDITIONS]

**Annex 1**

**Bespoke Conditions**

**[State "Not Used" if not applicable]**

## Annex 2

### Service Levels

[State "Not Used" if not applicable]

## Appendix 2

### Form of Phase 2 Acknowledgement Notice

[To be printed on the headed paper of the Partner]

[Bobbie Gibb]  
Transport for London  
5 Endeavour Square  
London  
E20 1JN

[Date]

Dear Sir/Madam,

**Framework Agreement entered into by Transport for London (TfL) and Sopra Steria Limited (Partner) dated [date] (Framework Agreement): Phase 2 Acknowledgement Notice in relation to [describe the Deliverables]**

- 1 Words and expressions defined in the Framework Agreement have the same meanings in this Phase 2 Acknowledgement Notice, unless the context otherwise requires.
- 2 We hereby acknowledge receipt of the Phase 2 Commencement Notice served by TfL dated [date] and the proposed Phase 2 Call-Off Particulars.
- 2.1 We confirm that, with effect from the date this Phase 2 Acknowledgement Notice is served by us in accordance with clause 29 of the Framework Agreement, we accept the terms of the Phase 2 Call-Off Particulars, and Phase 2 under the Call-Off Contract has accordingly come into effect.

**SIGNED** for and on behalf of **SOPRA STERIA LIMITED** by:

Signature:

Name (block capitals):

Position:

Date:

## Schedule 9

### Form of Phase 3 Commencement Notice

[To be printed on the headed paper of TfL]

[Mark Oldfield and Margaret Moore]  
Sopra Steria Limited  
Three Cherry Trees Lane  
Hemel Hempstead  
Hertfordshire  
HP2 7AH

[Date]

Dear Sir/Madam,

**Framework Agreement entered into by Transport for London (TfL) and Sopra Steria Limited (Partner) dated [date] (Framework Agreement): Phase 3 Commencement Notice in relation to Call-Off Contract relating to [describe the Deliverables]**

**Call-Off Contract Number: [INSERT]**

#### 1 Introduction

- 1.1 **TRANSPORT FOR LONDON** of 5 Endeavour Square, London E20 1JN (**TfL**) and **SOPRA STERIA LIMITED** (No. 04077975) whose registered office is at Three Cherry Trees Lane, Hemel Hempstead, Hertfordshire, HP2 7AH (**Partner**) have entered into a framework agreement dated [DATE] which provides a framework for TfL to award Call-Off Contracts to the Partner for the provision of some or all of the activities, including in relation to its Research and Development Roadmap, in response to a Problem Statement (**Framework Agreement**).
- 1.2 TfL and the Partner entered into a Call-Off Contract dated [DATE] in relation to the [describe Deliverables] (**Call-Off Contract**). TfL are now wanting to move to Phase 3 under the Call-Off Contract and is therefore serving this Phase 3 Commencement Notice on the Partner pursuant to the Framework Agreement.

#### 2 Phase 3

- 2.1 If the Partner wishes to proceed to Phase 3 under the Call-Off Contract, it should issue a Phase 3 Acknowledgement Notice to TfL within ten (10) Business Days following the service of this Phase 3 Commencement Notice.
- 2.2 If the Partner issues a Phase 3 Acknowledgement Notice to TfL within ten (10) Business Days following the issue of this Phase 3 Commencement Notice, then Phase 3 of the Call-Off Contract shall be deemed to have come into effect and the terms set out in the Phase 3 Call-Off Particulars in Appendix 1 shall apply from the date of the Phase 3 Commencement Notice.
- 2.3 If a Phase 3 Acknowledgement Notice is not issued within ten (10) Business Days following the issue of this Phase 3 Commencement Notice, Phase 3 of the Call-Off Contract shall not come into effect.

**SIGNED** for and on behalf of **TRANSPORT FOR LONDON** by:

Signature:

Name (block capitals):

Position:

Date:

## Appendix 1

### Form of Phase 3 Call-Off Particulars

PHASES	
Phase	[SPECIFY DETAILS OF PHASE 3]
Phase 3 Commencement Date	[INSERT DATE]
Phase 3 Target Completion Date	[INSERT DATE]
Exclusivity during Phase 3 Period	[STATE CIRCUMSTANCES UNDER WHICH THE EXCLUSIVITY PROVISIONS (PARAGRAPH 5.3 OF THE CALL-OFF CONDITIONS) SHALL NOT APPLY]
End of exclusivity	[STATE THE DATE UPON WHICH THE EXCLUSIVITY PROVISIONS SHALL CEASE TO APPLY]
CONDITIONS	
Conditions	[SPECIFY WHICH OF THE FOLLOWING CONDITIONS SHALL APPLY:  <ul style="list-style-type: none"> <li>• GOODS CONDITIONS</li> <li>• WORKS CONDITIONS</li> <li>• SOFTWARE CONDITIONS]</li> </ul>
Works Conditions	[FOR ANY CALL-OFF CONTRACT RELATING TO WORKS, TFL TO CONFIRM IF NEC4 WITH AGREED AMENDMENTS OR NEC4 SHORT FORM WITH AGREED AMENDMENTS WILL BE USED AND SET OUT AMENDMENTS HERE]
Bespoke conditions	[SPECIFY IF ANY BESPOKE CONDITIONS WILL APPLY, WHICH WILL BE SET OUT IN ANNEX 1]
DELIVERABLES	
Phase 3 Deliverables	[INSERT DETAILS OF DELIVERABLES TO BE PROVIDED]
Sales/Revenue Targets	[SPECIFY THE AGREED TARGETS THE PARTNER SHOULD ACHIEVE IN PHASE 3]
PROHIBITED CUSTOMERS	
Prohibited Customers	[LIST ANY PROHIBITED CUSTOMERS WHICH THE PARTNER WOULD NOT BE ALLOWED TO SUPPLY THE PHASE 3 DELIVERABLES TO]

TFL POLICY REQUIREMENTS	
TfL Policy Requirements	[SPECIFY ANY ADDITIONAL POLICY REQUIREMENTS]
TFL OBLIGATIONS	
TfL Obligations	[SPECIFY ANY OBLIGATIONS ON TFL (IF ANY)]
PERSONNEL	
Partner Key Personnel	[NAME KEY PERSONNEL WHO WILL BE INVOLVED IN THE PROVISION OF THE RELEVANT DELIVERABLES]
TfL Key Personnel	[NAME KEY PERSONNEL WHO WILL BE INVOLVED IN THE PROVISION OF THE RELEVANT DELIVERABLES]
ACCESS TO TFL ASSETS	
TfL Assets	[SPECIFY IF DIFFERENT TREATMENT OF TFL ASSETS TO THE FRAMEWORK AGREEMENT]
PAYMENT AND INVOICING	
Royalty Payment	[SPECIFY IF ANYTHING OTHER <span style="background-color: black; color: black;">XXXXXXXXXX</span> E.G. <ul style="list-style-type: none"> <li>• OTHER % OF REVENUE;</li> <li>• % OF INCOME;</li> <li>• ONE-OFF PAYMENT (PAID IN EITHER A LUMP SUM OR IN REGULAR INSTALMENTS – SPECIFY PERIOD FOR INSTALMENTS); OR</li> <li>• AGREED PAYMENT IN RETURN FOR TFL RESOURCE PROVIDED.</li> </ul> NOTE THAT IT MAY BE AGREED THAT NO ROYALTY PAYMENT IS REQUIRED]
Royalty Payment Period	[INSERT PERIOD IF DIFFERENT TO THE DEFAULT OF 3 YEARS]
Operating Costs	[SPECIFY THE PARTNER'S OPERATING COSTS AS DEFINED IN APPENDIX 1 OF SCHEDULE 6 OF THE FRAMEWORK AGREEMENT (IF KNOWN)]
Phase 1 Costs	[SPECIFY THE COSTS THE PARTNER ACTUALLY INVESTED IN PHASE 1 AND WHICH THE PARTNER PROPOSES TO RECOVER IN PHASE 3]
TfL Costs	[SPECIFY ANY COSTS TFL INCURRED IN EACH PHASE WHICH IT WISHES TO RECOVER]
INTELLECTUAL PROPERTY RIGHTS	

Ownership of IPR	[INSERT IF DIFFERENT TO THE FRAMEWORK AGREEMENT]
Deliverables IPR	[INSERT IF DIFFERENT TO THE FRAMEWORK AGREEMENT]
<b>DATA PROTECTION LAW AND CYBER SECURITY</b>	
Personal Data	[OUTLINE TYPES OF PERSONAL DATA TO BE PROCESSED FOR THE PERMITTED PURPOSE]
<b>CONTROLLER/PROCESSOR STATUS</b>	
Status of TfL for the purposes of this Processing Activity?	[Processor][Controller][Independent Controller][Joint Controller]
Status of the Partner for the purposes of this Processing activity?	[Processor][Controller][Independent Controller][Joint Controller]
<b>DESCRIPTION OF PROCESSING (where one Party is acting as a Processor on behalf of another Party)</b>	
Subject matter of Processing	
Nature and purpose of Processing	
Categories of Data Subject	
Type of Personal Data and/or Sensitive Personal Data	
Duration of Processing	
Personal data is to be Processed in the following Restricted Countries	
<b>DESCRIPTION OF PROCESSING (where the Partner and TfL are either Independent or Joint Controllers)</b>	
Description of Processing	

PUBLICITY AND BRANDING	
Consent needed for use of TfL's branding?	[INSERT ANY CIRCUMSTANCES WHERE TfL CONSENT IS NOT REQUIRED FOR USING NAMES, LOGOS, TRADE MARKS ETC]
Consent needed for use of the Partner's branding?	[INSERT ANY CIRCUMSTANCES WHERE PARTNER CONSENT IS NOT REQUIRED FOR USING NAMES, LOGOS, TRADE MARKS ETC]
LIABILITY	
Partner Call-Off Contract Liability Cap	[INSERT IF DIFFERENT TO THE CAP SPECIFIED IN THE FRAMEWORK AGREEMENT]
Property Liability Cap	[INSERT IF DIFFERENT TO THE CAP SPECIFIED IN THE FRAMEWORK AGREEMENT]
GDPR Liability Cap	[IF APPLICABLE, INSERT CAP FOR GDPR LIABILITY – [REDACTED] [REDACTED] UNDER A CALL-OFF CONTRACT]
Cyber Security Liability Cap	[IF APPLICABLE, INSERT CAP FOR CYBER SECURITY LIABILITY – [REDACTED] [REDACTED] UNDER A CALL-OFF CONTRACT]
Partner Liability for indirect losses	[INSERT ANY ADDITIONAL INDIRECT LOSSES THAT THE PARTNER SHOULD BE LIABLE FOR E.G. LOSS OF REVENUE]
Limitation Period	[INSERT IF LIMITATION PERIOD SHOULD BE DIFFERENT TO [REDACTED]]
General Third Party Liability Insurance	[INSERT IF MINIMUM COVERAGE IS DIFFERENT TO [REDACTED]]
Additional Required Insurances	[INSERT REQUIRED INSURANCES]
Waiver of Subrogation	[SPECIFY IF A WAIVER OF SUBROGATION SHOULD BE INCLUDED]
TERMINATION	
Termination by TfL for Partner Default	[INSERT ADDITIONAL CIRCUMSTANCES WHERE TfL MAY ISSUE A TERMINATION NOTICE TO THE PARTNER]
Termination for TfL failure to pay	[INSERT PERCENTAGE IN RELATION TO TERMINATION FOR FAILURE TO PAY IF DIFFERENT TO PARAGRAPH 20.3 OF THE CALL-OFF CONDITIONS]
ENVIRONMENTAL, SOCIAL AND CORPORATE GOVERNANCE & SUSTAINABILITY	

<b>ESG</b>	[SPECIFY IF SCHEDULE 20 SHALL APPLY]
<b>SUB-CONTRACTING</b>	
<b>Permitted Sub-contractor</b>	[LIST ANY SUB-CONTRACTORS WHERE THE PARTNER WOULD NOT NEED TO OBTAIN TFL'S CONSENT]
<b>TFL MATERIALS</b>	
<b>TfL Materials</b>	[SPECIFY IF SCHEDULE 17 (TFL MATERIALS) SHALL APPLY AND IF SO, LIST ANY MATERIALS, TOOLS, DOCUMENTS AND EQUIPMENT TO BE PROVIDED BY THE BUSINESS AS PART OF THIS CALL-OFF CONTRACT.]

## Appendix 2

### Form of Phase 3 Acknowledgement Notice

[To be printed on the headed paper of the Partner]

[Bobbie Gibb]  
Transport for London  
5 Endeavour Square  
London  
E20 1JN

[Date]

Dear Sir/Madam,

**Framework Agreement entered into by Transport for London (TfL) and Sopra Steria Limited (Partner) dated [date] (Framework Agreement): Phase 3 Acknowledgement Notice in relation to in relation to Call-Off Contract relating to [describe the Deliverables]**

**Call-Off Contract Number: [INSERT]**

- 1 Words and expressions defined in the Framework Agreement have the same meanings in this Phase 3 Acknowledgement Notice, unless the context otherwise requires.
- 2 We hereby acknowledge receipt of the Phase 3 Commencement Notice served by TfL dated [date] and the proposed Phase 3 Call-Off Particulars.
  - 2.1 We confirm that, with effect from the date this Phase 3 Acknowledgement Notice is served by us in accordance with clause 29 of the Framework Agreement, we accept the terms of the Phase 3 Call-Off Particulars, and Phase 3 under the Call-Off Contract has accordingly come into effect.

**SIGNED** for and on behalf of **SOPRA STERIA LIMITED** by:

Signature:

Name (block capitals):

Position:

Date:

## Schedule 10

### Goods Conditions

#### 1 Definitions

1.1 For the purposes of this Schedule 10, terms defined in the Call-Off Conditions have the meaning given in the Call-Off Conditions and in addition, the following terms shall have the following meanings:

- (a) **Delivery** means the delivery of the Goods to the Delivery Location which shall be deemed to have occurred as described at paragraph 5.3;
- (b) **Delivery Location** means the location specified in a particular Call-Off Contract to which the Goods will be delivered or such other location as TfL may specify in writing;
- (c) **Goods** means the goods specified in a particular Call-Off Contract;
- (d) **Permitted Maximum** has the meaning given in paragraph 5.7;
- (e) **Permitted Minimum** has the meaning given in paragraph 5.7;
- (f) **Replacement Goods** means goods the same as or substantially similar to the Goods (or any part of them) or which will, or may, be received in place of or in substitution for the Goods or otherwise have the same or similar use or application as the Goods (or any part of them) or their outputs;
- (g) **Warranty Period** means 24 months (or as otherwise specified in a particular Call-Off Contract) following the earlier of:
  - (i) the date the Goods are first put into use; and
  - (ii) the date which is 24 months (or as otherwise specified in a particular Call-Off Contract) following the satisfactory completion or delivery of the Goods.

#### 2 Quality of Goods

2.1 Subject to paragraph 9.1 of the Call-Off Conditions, the Partner shall ensure that the Goods supplied are:

- (a) new and are of satisfactory quality within the meaning of the Sale of Goods Act 1979, and meet the requirements of the Scope;
- (b) fit for any purpose held out by the Partner or made known to the Partner expressly or by implication by TfL and shall remain so for the Warranty Period; and
- (c) free from defects in design, materials and workmanship (including any defects and/or deficiencies that in the circumstances would not have been apparent in the ordinary course of TfL's inspection of the Goods which may include chemical or mechanical properties of the Goods).

### **3 Packaging and Carriage of the Goods**

- 3.1 The Partner shall ensure that the Goods are packaged and carried:
- (a) in a manner consistent with any instructions detailed within the Scope, and in any event so as to reach the Delivery Location undamaged and in good condition; and
  - (b) using packaging that is suitable for storage of the Goods at the Delivery Location or other location where the Goods will be stored following Delivery as notified by TfL.
- 3.2 TfL shall not be obliged to accept Delivery of any Goods not packaged and carried in accordance with paragraph 3.1. The Partner shall resupply such Goods (at its own cost) within eight (8) Days of TfL notifying the Partner that such Goods have not been accepted and paragraphs 3.1 and 3.2 shall apply to the resupplied Goods.
- 3.3 Unless otherwise stated in the relevant Call-Off Contract, all packaging and carriage shall be included in the Prices and TfL shall not be responsible for returning any packaging or containers in which the Goods are delivered to TfL. If the Partner requests such items to be returned to it, such return shall be undertaken at the Partner's cost.
- 3.4 In addition to any other documentation specified in the relevant Call-Off Contract, the Partner shall (unless otherwise agreed with TfL in writing) send to the Delivery Location in respect of each consignment a minimum of 48 hours prior to dispatch, an advice note giving details of the purchase order number, batch number (meaning a number that identifies goods from the same production run), description, code numbers (if any) and the quantity of the Goods consigned and any special handling or storage instructions. Such advice note shall, where appropriate, specify the estimated time of arrival of the consignment at the Delivery Location.

### **4 Marking of the Goods**

- 4.1 The Partner shall ensure that the Goods:
- (a) are legibly marked in accordance with the provisions of the relevant Call-Off Contract and shall, in any event, be legibly marked with the applicable batch number/code (meaning a number/code that identifies the goods from the same production run);
  - (b) contain such markings as are required by Applicable Law to enable them to be used for the purposes identified or reasonably inferred from the Scope, as well as any purposes notified by TfL to the Partner prior to the relevant Call-Off Contract being entered into or subsequently agreed in writing by the parties;
  - (c) are not marked with any name, badge or mark used by TfL or any TfL Party (unless expressly requested otherwise). Where the relevant Call-Off Contract or TfL permits or requires Goods to be marked with any name, badge, or mark used by TfL or any TfL Party, the Partner shall not provide any such Goods to any third party (whether by sale, hire or otherwise), without either (a) TfL's prior written consent, or (b) removing the relevant markings to TfL's satisfaction;
  - (d) are clearly and permanently marked with the manufacturer's name, trademark or distinguishing mark unless otherwise required as part of the Scope; and

- (e) where the Partner is not the manufacturer, without infringing third parties rights, clearly and permanently marked as having been supplied by the Partner to TfL.

## **5 Delivery of the Goods**

- 5.1 Unless otherwise specified in a particular Call-Off Contract, time for Delivery will be of the essence.
- 5.2 The Partner shall deliver the Goods to the Delivery Location and on the date and at such time of day as specified in a particular Call-Off Contract (or as otherwise reasonably required by TfL) or where no time is specified, during TfL's working hours as confirmed by TfL or Applicable Law.
- 5.3 The Partner shall be responsible for offloading the Goods from the delivery vehicle in accordance with any applicable TfL site procedures and, unless otherwise specified in a particular Call-Off Contract, Delivery of the Goods will be deemed to have occurred when the Goods have been off-loaded and stacked at the Delivery Location. For the avoidance of doubt, delivery of the Goods to a carrier (whether named by TfL or not) shall not constitute deemed delivery.
- 5.4 The Partner shall, on Delivery, in addition to any other information or documentation specified in the relevant Call-Off Contract to be provided on Delivery:
  - (a) provide a despatch note (or equivalent document) containing details of the relevant Call-Off Contract, the quantity, type, length and weight of the Goods delivered and the batch numbers/codes of those Goods, together with any notices required under Applicable Law; and
  - (b) ensure that such despatch note (or equivalent document) is dated and signed by both Parties at the place of Delivery,

provided that signature of a despatch note by TfL or anyone acting on its behalf shall not act as any acceptance of any Goods, or limit, waive or prejudice the rights and remedies of TfL under the Agreement and/or relevant Call-Off Contract.

- 5.5 The Partner shall ensure that:
  - (a) if the Agreement and/or relevant Call-Off Contract permits the Partner to require TfL to return any packaging material for the Goods to the Partner, that fact is clearly stated on the delivery note;
  - (b) on or before Delivery, TfL is supplied with all operating and safety instructions, clearly displayed warning notices and such other information as may be necessary for the proper use, maintenance and repair of the Goods; and
  - (c) on or before Delivery, TfL is provided in writing with a list by name and description of any harmful or potentially harmful properties or ingredients in the Goods supplied whether in use or otherwise and thereafter information concerning any changes in such properties or ingredients. TfL will rely on the supply of such information from the Partner in order to satisfy its own obligations under the Health and Safety at Work etc Act 1974, and other Applicable Laws and requirements of any Relevant Authority.

- 5.6 The Partner may not deliver the Goods by separate instalments unless a particular Call-Off Contract provides for this or TfL gives its prior written consent. If TfL gives such consent, the Partner shall invoice the Prices for each instalment separately in accordance with the relevant Call-Off Contract and TfL will be entitled, at its sole discretion, to exercise its rights and remedies (whether under the relevant Call-Off Contract or otherwise) in respect of the relevant instalment.
- 5.7 If the Partner delivers a quantity of Goods which is more than 105% (**Permitted Maximum**) or less than 95% (**Permitted Minimum**) (or in each case such other percentage specified within a particular Call-Off Contract) of the quantity set out in the Scope, TfL will be entitled to reject the Goods delivered or (where applicable) the excess Goods and the rejected Goods will be returnable at the Partner's risk and expense. If TfL accepts Delivery of a quantity of Goods which is more or less than the quantity set out in the Scope (including a quantity which does not trigger TfL's right of rejection under this paragraph 5.7) the sum invoiced by the Partner under the relevant Call-Off Contract will be adjusted on a pro-rata basis to take account of the over or under Delivery.

## **6 Title and Risk**

- 6.1 Risk in the Goods shall pass to TfL on Delivery. Title in the Goods or any part thereof shall pass to TfL on Delivery or on payment by TfL (whichever is earlier) but the risk or damage or loss of the Goods shall pass to TfL on Delivery. The passing of title shall not prejudice TfL's right to reject defective Goods or any other rights of TfL under the relevant Call-Off Contract or Applicable Law.
- 6.2 The Partner shall transfer title in the Goods to TfL with full title guarantee, free of all charges, liens, mortgages and encumbrances.
- 6.3 Where title in any of the Goods passes to TfL before Delivery, the Partner shall ensure (at no cost to TfL) that such Goods:
- (a) shall be clearly identified and marked by the Partner as being the property of TfL clearly displaying the name of TfL or in such manner as TfL may require;
  - (b) are stored separately from any other goods of any third party in such a way that they remain readily identifiable as TfL's property; and
  - (c) are at all times maintained in satisfactory condition.

## **7 Inspection and Testing**

- 7.1 TfL shall have the right to inspect and test the Goods at any time prior to Delivery. The Partner shall permit TfL, its officers, employees, agents and subcontractors to enter upon the Partner's premises and will procure permission for such persons to enter upon any relevant third party premises to carry out such inspection and testing and will provide TfL with all facilities reasonably required.
- 7.2 No inspection or testing performed by TfL will reduce or otherwise affect the Partner's obligations under the relevant Call-Off Contract.
- 7.3 The Partner shall inform TfL, or its authorised representative, of inspection and tests to be conducted at the Partner's premises, and shall do so at least 10 Business Days in advance.

7.4 Before delivering the Goods, the Partner shall at no extra cost to TfL, inspect and test the Goods for compliance with the relevant Call-Off Contract and supply certificates of the results of such inspection and testing as may be reasonably required by TfL, and/or Applicable Law.

7.5 Without prejudice to any rights TfL may have against the Partner in the event of a product recall, TfL shall comply, at the Partner's cost, with the Partner's reasonable instructions in connection with any product recall initiated by the Partner involving the Goods (or any of them).

## **8 Stock Levels**

8.1 The Partner shall maintain an appropriate level of Goods in stock to ensure that it is able to satisfy the requirements of TfL (including as stated in the Scope).

## **9 Defective Goods**

9.1 If paragraph 10.1 applies, the risk in the defective Goods shall pass to the Partner at the earlier of:

(a) the end of the period referred to at paragraphs 10.1(a) and 10.1(b) (or such other timeframe specified in TfL's Notice); or

(b) when collected by or on behalf of the Partner or if not collected due to circumstances where repair, modification, or replacement is performed in accordance with paragraph 9.2, when the Partner commences repair.

9.2 The risk in the repaired or Replacement Goods will pass to TfL on delivery or if repaired at their current location, when the Partner has repaired them and tested them to confirm that they comply with the provisions of the relevant Call-Off Contract.

9.3 The Partner shall not be liable under paragraph 10.1 to the extent that a defect in relation to the Goods is caused by fair wear and tear or the improper use, handling, alteration, installation or repair, maintenance or storage by TfL that does not comply with any reasonable instruction manuals provided by the Partner in accordance with the relevant Call-Off Contract.

9.4 Where any defective Deliverables were supplied as part of a batch, the obligation on the Partner to replace, resupply or provide a refund in respect of such Deliverables under paragraph 10.1 to 10.2 (inclusive) will apply to the whole batch (even if the defect itself only applies to one or some Deliverables), unless the Partner can demonstrate to TfL's reasonable satisfaction that the remaining Deliverables in the same batch are in accordance with the relevant Call-Off Contract.

## **10 Warranty Period**

10.1 Subject to paragraph 9.1 of the Call-Off Conditions, if during the Warranty Period any of the Goods do not conform with the relevant Call-Off Contract, TfL may (without prejudice to paragraphs 10.3, 10.5 and any other rights under the relevant Call-Off Contract or Applicable Law) Notify the Partner of the same, and the Partner shall (at its cost) and at TfL's option either:

(a) promptly, within not more than eight (8) Days (or as specified in TfL's Notice) repair or replace (and collect) the relevant Goods, and/or as applicable re-perform the relevant Goods; or

- (b) provide a refund proportionate to the value of the Prices in respect of the relevant Goods, promptly, and in any event within a period of thirty (30) days from receipt of TfL's Notice.
- 10.2 If the Partner fails to comply with TfL's Notice, TfL may remedy or cause to be remedied any deficiency at the Partner's sole cost and expense, including any costs for removing the defective Goods and testing and installing the repaired and/or Replacement Goods.
- 10.3 If due to TfL's operational requirements, or because of an emergency, TfL remedies (or causes to be remedied) any defect in the Goods itself (including repairing and/or replacing any relevant Goods), then without prejudice to its other rights and remedies TfL shall be entitled to recover from the Partner all Liability incurred in remedying such Goods (and provided the steps taken by TfL are in accordance with Good Industry Practice, such steps shall not affect or reduce the Partner's liability under paragraph 10.1).
- 10.4 The Partner shall provide all Goods with the benefit of any manufacturer's guarantees, warranties and indemnities relating to the Goods. Where any such guarantees, warranties and indemnities may not be assigned the Partner shall hold them on trust for TfL and shall enforce them in accordance with any reasonable directions notified by TfL from time to time to the Partner.
- 10.5 A breach of this paragraph 10 by the Partner (or any Partner Party) will be a material breach of the relevant Call-Off Contract.
- 10.6 This paragraph 10 shall apply to any repaired, re-performed or Replacement Goods and in each case a new Warranty Period shall apply to the relevant repaired or Replacement Goods.

## Schedule 11

### Software Conditions

#### Part 1 - General Obligations

##### 1 Escrow Agreement

- 1.1 The Partner shall enter into the escrow agreement in the form set out in Part 2 of this Schedule (**Escrow Agreement**) and promptly deposit all source code materials in relation to any relevant software (and all technical information and documentation required to enable modification and operation of such software) which is required in relation to the use, operation and maintenance of the Deliverables with the escrow agent in accordance with the Escrow Agreement.

## Part 2 - Form of Escrow Agreement

Dated

202◆

SOPRA STERIA LIMITED  
TRANSPORT FOR LONDON  
[NAME OF ESCROW AGENT]

---

ESCROW AGREEMENT

---

**Between**

- (1) **SOPRA STERIA LIMITED** (No. 04077975) whose registered office is at Three Cherry Trees Lane, Hemel Hempstead, Hertfordshire, HP2 7AH (**Partner**),
- (2) **TRANSPORT FOR LONDON** of 5 Endeavour Square, London E20 1JN (**TfL**); and
- (3) **[NAME OF ESCROW AGENT]** [(No. )] whose registered office is at ( **Escrow Agent**).

**Whereas**

- (A) TfL entered into a framework agreement with the Partner dated [ ] which provides a framework for TfL to award Call-Off Contracts to the Partner for the provision of certain deliverables in response to a Problem Statement (**Framework Agreement**).
- (B) In accordance with the Framework Agreement, TfL and the Partner entered into a Call-Off Contract dated [ ] in relation to the Deliverables (as defined in the Framework Agreement) (**Agreement**).
- (C) Certain technical information and/or documentation in relation to the Deliverables is the confidential information and intellectual property of the Partner.
- (D) The Partner acknowledges that in certain circumstances, such information and/or documentation would be required by TfL in order for it to continue to use or otherwise enjoy the benefit of the Deliverables.
- (E) To provide assurance to TfL that TfL can obtain access to the information and/documentation, the parties have agreed that such information and/or documentation should be placed with a trusted third party, the Escrow Agent, so that it can be released to TfL should certain circumstances arise.

**It is agreed**

**1 Definitions and Interpretation**

1.1 In this Agreement the following terms shall have the following meanings:

**Agreement** means the terms and conditions of this escrow agreement set out below, including the schedules hereto

**Assignee** shall have the meaning given to it in clause 6.1(g)

**Business Day** means a day on which banks in England and Wales are open for a full range of banking transactions

**Confidential Information** is defined in clause 16.1;

**Independent Expert** means a suitably qualified and independent solicitor or barrister

**Intellectual Property Rights** or **IPR** means all intellectual and industrial property rights of any kind whatsoever including patents, supplementary protection certificates, rights in Know How,

registered trademarks, domain names, registered designs, models, unregistered design rights, unregistered trademarks, rights to prevent passing off or unfair competition and copyright (whether in drawings, plans, specifications, designs and computer software or otherwise), database rights, topography rights, any rights in any invention, discovery or process, and applications for and rights to apply for any of the foregoing, in each case in the United Kingdom and all other countries in the world and together with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions;

**Material** means the technical information and documentation which relates to the Product(s) and which is described in Schedule 1, together with any updates and upgrades thereto and new versions thereof and any additional material which the Partner is required to place in escrow under its arrangements with TfL pursuant to the Agreement

**Media Check** means the tests and processes forming the Escrow Agent's Media Check service, in so far as they can be applied to the Material

**Medium** means the media upon which the deposited Material is stored

**Order Form** means the order form setting out the details of the order placed with the Escrow Agent for setting up this Agreement

**Product(s)** means any source code materials in relation to any relevant software which TfL has a right to use or otherwise enjoy the benefit of and/or which are being or are to be designed, created, manufactured or constructed for TfL by the Partner in order to allow the provision of the Deliverables

**Release Purposes** means only those purposes which will enable TfL to fully exercise the User Rights and to allow any of its contractors to do so

**Tax** means any tax, levy, impost, duty, charge or fee, or penalty or interest thereon

**User Rights** means TfL's rights to use or otherwise enjoy the benefit of the Product(s) (whether or not such rights have been granted to TfL by the Partner in any form of agreement) as necessary in order to enjoy the benefit of the Deliverables

**Verification** means the tests and processes forming the Escrow Agent's verification services for verifying and/ or testing the Material which include Entry Level Verification, Entry Level Secure Verification, Independent Build Verification, Independent Secure Build Verification, User Assured Verification, Secure User Assured Verification, Security Vulnerability Scan, Data Extract Verification and Deposit Review (in so far as they can be applied to the Material) and/or such other tests and processes as may be agreed between the parties

**Virtual Machine Deposit** means a deposit of the Material in a virtual machine format

1.2 This Agreement shall be interpreted in accordance with the following:

- (a) headings are for ease of reference only and shall not be taken into consideration in the interpretation of this Agreement
- (b) all references to clauses and schedules are references to clauses and schedules of this Agreement;

- (c) all references to a party or parties are references to a party or parties to this Agreement; and
- (d) any reference to any statute, statutory provision or subordinate legislation shall be interpreted as referring to such legislation as amended and in force from time to time and/or which replaces, re-enacts or consolidates such legislation.

## **2 Partner's Duties and Warranties**

### **2.1 The Partner shall:**

- (a) deliver a copy of the Material to the Escrow Agent within 5 Business Days of the date of this Agreement;
- (b) deliver any additional Material to the Escrow Agent each time that there is additional material which the Partner is required to place in escrow pursuant to the arrangements in relation to the Agreement;
- (c) after any Verification either deliver a copy of the Material that has been verified to the Escrow Agent within 14 days of the Verification or, with the Escrow Agent's consent, provide a copy of the same to the consultant undertaking such Verification on behalf of the Escrow Agent in each case so that it can be deposited;
- (d) ensure that each copy of the Material deposited with the Escrow Agent is the latest version of the Material;
- (e) deliver a replacement copy of the Material to the Escrow Agent within 14 days of a notice given to it by the Escrow Agent under the provisions of clause 3.1(c);
- (f) deliver with each deposit of the Material the following information:
  - (i) the overall name of the Material (its original name as set out under Schedule 1 together with any new names given to the Material by the Partner) and, where appropriate, a more detailed description;
  - (ii) version details, media type, backup command/software used, compression used, archive hardware and operating system details; and
  - (iii) password/encryption details required to access the Material.

### **2.2 The Partner warrants to both the Escrow Agent and TfL at the time of each deposit of the Material with the Escrow Agent that:**

- (a) it owns the Intellectual Property Rights in the Material; and
- (b) the Material is the latest version of the Material.

### **2.3 The Partner agrees and confirms that each time it makes a physical deposit of Material under this Agreement it transfers ownership of the Medium on which the Material is stored to the Escrow Agent.**

- 2.4 The Partner agrees that each time it makes an electronic deposit of Material under this Agreement and the Escrow Agent downloads that Material on to a Medium, the Escrow Agent shall own the Medium on which the Material is stored.

### **3 TfL's Responsibilities and Undertakings**

- 3.1 In the event that the Material is released under clause 5, TfL shall:
- (a) keep the Material confidential at all times;
  - (b) use the Material only for the Release Purposes;
  - (c) not disclose the Material to any person or third party save such of TfL's employees or contractors who need to know the same in order to use the Material exclusively on behalf of TfL for the Release Purposes or any other party as permitted by the User Rights. In the event that Material is disclosed to its employees or contractors or a third party, TfL shall ensure that they are bound by the same confidentiality obligations as are contained in this clause 3.1;
  - (d) hold all media containing the Material in a safe and secure environment when not in use; and
  - (e) forthwith destroy the Material should TfL cease to be entitled to exercise the User Rights.

### **4 The Escrow Agent's Duties**

- 4.1 The Escrow Agent shall:
- (a) at all times during the term of this Agreement, retain the latest deposit of the Material in a safe and secure environment;
  - (b) inform the Partner and TfL of the receipt of any deposit of the Material by sending to both parties a copy of the Media Check report or Verification report (as the case may be) generated from the testing processes carried out under clause 9 (Intellectual Property Rights); and
  - (c) notify the Partner and TfL if it becomes aware at any time during the term of this Agreement that the copy of the Material held by it has been lost, damaged or destroyed so that a replacement may be obtained.
- 4.2 If the Escrow Agent becomes aware that the Partner has not deposited Material when required to do so under the terms of this Agreement, then the Escrow Agent shall, as soon as reasonably practicable, notify TfL of such failure (but shall not be responsible for procuring such deposit from the Partner).
- 4.3 The Escrow Agent has the right to make such copies of the Material as may be necessary solely for the purposes of this Agreement.

## 5 Payment

- 5.1 The Partner shall pay the Escrow Agent's standard fees and charges as published from time to time or as otherwise agreed, including as set out in Schedule 2. The Escrow Agent's fees as published are exclusive of value added tax and any other applicable Tax.
- 5.2 The Escrow Agent shall be entitled to review and vary its standard fees and charges for its services under this Agreement from time to time but no more than once a year and only upon 45 days written notice to the parties.
- 5.3 Except in the case of release as stated in clause 5, all invoices are payable by the Partner within 30 days from the date of invoice. The Escrow Agent reserves the right to charge interest in respect of the late payment of any sum due under the Agreement (both before and after judgement) at 2% per annum over the prevailing base rate of the Bank of England accruing on a daily basis from the due date until full payment.
- 5.4 The Partner shall make all such payments due under this Agreement to the Escrow Agent without withholding or deduction of, or in respect of, any Tax unless required by law. If any such withholding or deduction is required, the Partner shall, when making the payment to which the withholding or deduction relates, pay to the Escrow Agent such additional amount as will ensure that the Escrow Agent receives the same total amount that it would have received if no such withholding or deduction had been required.

## 6 Release Events

- 6.1 Subject to: (i) the remaining provisions of this clause 6 and (ii) the receipt by the Escrow Agent of its release fee and any other fees and interest (if any) due under this Agreement, the Escrow Agent will release the Material to a duly authorised officer of TfL if any of the following events (**Release Event(s)**) occur:
- (a) the Partner becomes bankrupt or insolvent; or
  - (b) the Partner goes into liquidation, administration, reorganisation, winding-up or dissolution; or
  - (c) the Partner becomes subject to the appointment of a liquidator, receiver, administrator, manager, or trustee; or
  - (d) the Partner enters into a composition or arrangement with the Contractor's creditors; or
  - (e) the Partner is dissolved; or
  - (f) any act is done or any event occurs in respect of the Partner which is analogous to or has a similar effect to any of the acts or events set out in clauses 6.1(a) to 6.1(e) above under applicable laws; or
  - (g) the Partner assigns its rights to the Intellectual Property Rights in the Material to a third party (**Assignee**) and the Assignee fails, within 60 days of all parties' knowledge of such assignment, to continue escrow protection for the benefit of TfL by failing to enter into either:

- (i) a novation agreement with the Partner, TfL and the Escrow Agent for the assumption of the Partner's rights and obligations under this Agreement by the Assignee; or
  - (ii) a new escrow agreement with the Partner for the Materials which offers TfL substantially similar protection to that provided by this Agreement without significantly increasing the overall cost to TfL,
  - (iii) provided that if the Assignee offers to enter into such a novation or new escrow agreement within 60 days of all parties' knowledge of the assignment and TfL fails to accept the Assignee's offer within 30 days of such offer being notified to TfL, there shall be no Release Event under this clause 6.1(g); or
- (h) the Partner ceases to carry on its business or the part of its business which relates to the Product(s); or
  - (i) the Partner is in material breach of its obligations under this Agreement, the Framework Agreement or any other agreement with TfL relating to the Product(s) and has failed to remedy such default notified by TfL to the Partner within 15 Business Days; or
  - (j) the Agreement is terminated or TfL has served upon the Partner a notice of Contractor Default under the Agreement.

6.2 TfL must notify the Escrow Agent of the Release Event specified in clause 6.1 by delivering to the Escrow Agent a statutory or notarised declaration (**Declaration**) made by an officer of TfL declaring that such Release Event has occurred, setting out the facts and circumstances of the Release Event, that the User Rights and any agreement with the Partner relating to the Product(s) were still valid and effective up to the occurrence of such Release Event and exhibiting any applicable supporting documentary evidence as the Escrow Agent shall reasonably require. Without prejudice to clauses 10.5 and 10.6, the Escrow Agent shall be fully entitled to rely and act upon the Declaration and shall not be required to verify its contents, truth or accuracy.

6.3 Upon receipt of a Declaration from TfL claiming that a Release Event under any of clauses 6.1(g) to 6.1(j) has occurred:

- (a) the Escrow Agent shall submit a copy of the Declaration to the Partner by courier or other form of guaranteed delivery; and
- (b) unless within 14 days after the date of despatch of the Declaration by the Escrow Agent, the Escrow Agent receives a counter-notice signed by a duly authorised officer of the Partner stating that in their view no such Release Event has occurred, or, if appropriate, that the event or circumstance giving rise to the Release Event has been rectified,

the Escrow Agent will release the Material to TfL for its use for the Release Purposes.

6.4 Upon receipt of the counter-notice from the Partner under clause 6.3(a), the Escrow Agent shall send a copy of the counter-notice to TfL by courier or other form of guaranteed delivery.

6.5 Within 90 days of receipt of the copy of the counter-notice by TfL, TfL may give notice to the Escrow Agent that they wish to invoke the dispute resolution procedure under clause 7.

- 6.6 If, within 90 days of receipt of the counter-notice by TfL, the Escrow Agent has not been informed by TfL that it wishes the dispute resolution procedure under clause 7 to apply, the Declaration submitted by TfL will be deemed to be no longer valid and TfL shall be deemed to have waived its right to release of the Material for the particular reason or event specified in the original Declaration.
- 6.7 Upon receipt of a Declaration from TfL claiming that a Release Event has occurred:
- (a) the Escrow Agent shall submit a copy of the Declaration to the Partner by courier or other form of guaranteed delivery; and
  - (b) the Escrow Agent shall, as soon as reasonably practicable, release the Material to TfL for its use for the Release Purposes.

For the avoidance of doubt: (i) the Partner shall have no option to provide a counter-notice when TfL provides the Escrow Agent with a Declaration in accordance with this clause 6.7; and (ii) clause 7 shall not apply.

- 6.8 In respect of this clause 6, if TfL provides written instructions to the Escrow Agent in accordance with this Agreement to release the Material in accordance with clause 6.7 and the Escrow Agent acts in accordance with those written instructions, TfL shall indemnify and hold harmless, the Escrow Agent against all claims, actions and suits brought by the Partner or a third party against the Escrow Agent as a result of such acts as long as they are not found by a court of competent jurisdiction to be caused by the negligent acts or negligent omissions of or a breach of any contractual duty by the Escrow Agent, its employees, agents or sub-contractors in performing its obligations under this Agreement.
- 6.9 The Escrow Agent is hereby expressly authorised in its sole discretion to obey and comply with all orders, judgments, decrees so entered or issued by any court, without the necessity of inquiring as to the validity of such order, judgment or decree, or the court's underlying jurisdiction. Where the Escrow Agent obeys or complies with any such order, judgment or decree, the Escrow Agent shall not be liable to TfL, the Partner or any third party by reason of such compliance, notwithstanding that such order, judgment or decree may subsequently be reversed, modified or vacated.
- 6.10 For the avoidance of doubt, where a Release Event has occurred under clause 6.1, a subsequent assignment of the Intellectual Property Rights in the Material shall not prejudice TfL's right to release of the Material and its use for the Release Purposes.
- 6.11 If a Release Event has occurred under clause 6.1, the subsequent termination of the User Rights shall not prejudice TfL's right to release of the Material and its use for the Release Purposes provided that the other provisions of this clause 6 have been complied with.

## **7 Disputes**

- 7.1 The Escrow Agent shall notify the Partner of TfL's request for dispute resolution pursuant to clause 6.5. Unless the Partner or TfL objects, the Escrow Agent's Chief Executive Officer for the time being will appoint an Independent Expert to resolve the dispute of whether the Release Event(s) specified in the Declaration has/have occurred and, if applicable, whether the Release Event(s) has/have been rectified. If the Partner or TfL objects to this appointment, they shall endeavour to appoint a mutually acceptable Independent Expert within 7 days of registering their objection. If they fail to appoint an Independent Expert within this 7 day period, the Escrow

Agent shall, on behalf of and at the joint and several cost of the Partner and TfL, request that the President of The Law Society appoints an Independent Expert to resolve the dispute. Any appointment of an Independent Expert under this clause shall be binding upon the parties. The Escrow Agent shall not be party to the dispute resolution proceedings under this clause 7 but agrees to be bound by any decision of an Independent Expert given in accordance with this clause 7.

- 7.2 Within 7 days of the appointment of the Independent Expert, the Partner and TfL shall each provide full written submissions to the Independent Expert together with all relevant documentary evidence in their possession in support of their claim.
- 7.3 Based solely on the written submissions of the Partner and TfL and without the need for a hearing, the Independent Expert shall render and deliver his or her decision on the matter within 14 days or as soon as practicable thereafter of receiving the written submissions from the Partner and TfL and shall send a copy of that decision to the Partner, TfL and the Escrow Agent. The Independent Expert's decision shall be final and binding on all parties and shall not be subject to appeal to a court in legal proceedings except in the case of manifest error.
- 7.4 The decision shall be limited to a determination of whether TfL is entitled to a release of the Material under clause 6.
- 7.5 If the Independent Expert's decision is in favour of TfL, the Escrow Agent is hereby authorised to release and deliver the Material to TfL within 7 days of the decision being notified by the Independent Expert to the parties. If the Independent Expert's decision is in favour of the Partner, then the Escrow Agent shall not release the Material and shall continue to hold the Material in accordance with the terms of this Agreement.
- 7.6 The Partner and TfL hereby agree that the costs and expenses of the Independent Expert shall be borne by the party against whom the decision of the Independent Expert is given.

## **8 Confidentiality**

- 8.1 Without prejudice to clause 6, the Material shall remain at all times the confidential and intellectual property of its Partner.
- 8.2 In the event that the Escrow Agent releases the Material to TfL, TfL shall be permitted to use the Material only for the Release Purposes.
- 8.3 The Escrow Agent agrees to keep all Confidential Information relating to the Material that comes into its possession or to its knowledge under this Agreement in strictest confidence and secrecy. the Escrow Agent further agrees not to make use of such information and/or documentation other than for the purposes of this Agreement and, unless the parties should agree otherwise in writing or as required by law or regulation or by the rules of any stock exchange or a court of competent jurisdiction or by any legal or regulatory authority (including the police), will not disclose or release it other than in accordance with the terms of this Agreement.

## **9 Intellectual Property Rights**

- 9.1 The release of the Material to TfL will not act as an assignment of any Intellectual Property Rights that the Partner possesses in the Material.

9.2 The Intellectual Property Rights in the Media Check report and any Verification report shall remain vested in the Escrow Agent. The Partner and TfL shall each be granted a non-exclusive right and licence to use such reports for the purposes of this Agreement and their own internal purposes only.

## **10 Media Check and Verification**

10.1 The Escrow Agent shall bear no obligation or responsibility to any party to this Agreement or person, firm, company or entity whatsoever to determine the relevance, completeness, accuracy, operation, effectiveness, functionality or any other aspect of the Material received by the Escrow Agent under this Agreement.

10.2 As soon as reasonably practicable after the Material has been deposited with the Escrow Agent, the Escrow Agent shall perform a Media Check on the Material.

10.3 The Partner or TfL may require that the Escrow Agent apply its Verification processes to the Material and the non-requesting party shall co-operate in facilitating such Verification. The Escrow Agent shall at its discretion decide whether or not to undertake any Verification requested and may attach such requirements thereto as it considers appropriate, provided always it shall act reasonable when doing so. Subject to clause 10.4, the Escrow Agent's prevailing fees and charges for the Verification and all reasonable expenses incurred by the Escrow Agent in carrying out the Verification shall be payable by the Partner.

10.4 If the Material fails to satisfy the Escrow Agent's Verification processes as a result of being defective or incomplete in content, the Escrow Agent's fees charges and expenses in relation to the Verification processes shall be paid by the Partner.

10.5 Should the Material deposited fail to satisfy the Escrow Agent's Media Check or Verification processes under clauses 10.2 or 10.3, the Partner shall within 14 days of the receipt of the notice of test failure from the Escrow Agent, deposit such new, corrected or revised Material as shall be necessary to ensure its compliance with its warranties and obligations in clause 1. If the Partner fails to make such deposit of the new, corrected or revised Material, the Escrow Agent will issue a report to TfL detailing the problem with the Material as revealed by the relevant tests.

10.6 The Partner acknowledges that as part of the Verification services the Escrow Agent may test the Material and hereby consents to the performance of such services ordered pursuant to this Agreement.

10.7 The Escrow Agent's terms and conditions for the time being in relation to Verification (**Verification Terms**) will (unless the Escrow Agent expressly agrees otherwise in writing) apply to any Verification undertaken by the Escrow Agent in connection with this Agreement.

## **11 The Escrow Agent's Liability**

11.1 Nothing in this Agreement excludes or limits the liability of the Escrow Agent for:

- (a) fraud or fraudulent misrepresentation;
- (b) death or personal injury caused by the Escrow Agent's (or its employees', agents' or sub-contractors') negligence; or

(c) any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.

11.2 Without prejudice to clause 11.1, the provisions of clauses 11.3 and 11.4 set out the entire financial liability of the Escrow Agent (including any liability for the acts or omissions of its employees, agents and sub-contractors) arising out of or in connection with this Agreement, whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused including (without limitation) by negligence and also including (without limitation) any liability arising from a breach of, or a failure to perform or defect or delay in performance of, any of the Escrow Agent's obligations under this Agreement.

11.3 Subject to clause 11.1, the Escrow Agent shall not be liable for any loss or damage caused to the Partner or TfL except to the extent that such loss or damage is caused by the negligent acts or negligent omissions of or a breach of any contractual duty by the Escrow Agent, its employees, agents or sub-contractors in performing its obligations under this Agreement and in such event the Escrow Agent's maximum aggregate liability arising out of or in connection with this Agreement, whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused including (without limitation) by negligence and also including (without limitation) any liability arising from a breach of, or a failure to perform or defect or delay in performance of, any of the Escrow Agent's obligations under this Agreement, shall be limited to [REDACTED]

11.4 Subject to clause 11.1, the Escrow Agent shall not be liable to the Partner or TfL for any:

- (a) indirect, consequential and/or special loss or damage;
- (b) loss of profit (direct or indirect);
- (c) loss of revenue, loss of production or loss of business (in each case whether direct or indirect);
- (d) loss of goodwill, loss of reputation, or loss of opportunity (in each case whether direct or indirect);
- (e) loss of anticipated saving or loss of margin (in each case whether direct or indirect);
- (f) wasted management, operational or other time (in each case whether direct or indirect);
- (g) loss or damage arising out of any failure by the Partner to keep full and up to date back-ups and security copies of any Materials delivered under this Agreement; and/or
- (h) liability of the Partner or TfL to third parties (whether direct or indirect),

in each case arising out of or in connection with this Agreement, whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused including (without limitation) by negligence and also including (without limitation) any liability arising from a breach of, or a failure to perform or defect or delay in performance of, any of the Escrow Agent's obligations under this Agreement.

11.5 the Escrow Agent shall not be liable in any way to the Partner or TfL for acting in accordance with the terms of this Agreement and specifically (without limitation) for acting upon any notice,

written request, waiver, consent, receipt, statutory declaration or any other document furnished to it pursuant to and in accordance with this Agreement.

- 11.6 the Escrow Agent shall not be required to make any investigation into and shall be entitled in good faith without incurring any liability to the Partner or TfL to assume (without requesting evidence thereof) the validity, authenticity, veracity and due and authorised execution of any documents, written requests, waivers, consents, receipts, statutory declarations or notices received by it in respect of this Agreement.
- 11.7 Nothing in this Agreement shall impose any liability on the Escrow Agent in respect of non-performance of its obligations under this Agreement to the extent such non-performance is due to TfL's or the Partner's acts, omissions, negligence or default.

## **12 Indemnity**

- 12.1 Save for any claim falling within the provisions of clause 11.1 or any claim in respect of which the Escrow Agent is found by a court of competent jurisdiction to have breached this Agreement or been negligent, the Partner and TfL jointly and severally agree at all times to indemnify and hold harmless the Escrow Agent in respect of all of its legal and all other costs, fees and expenses incurred directly or indirectly as a result of being brought into or otherwise becoming involved in any form of dispute resolution proceedings or any litigation of any kind between or involving the Partner and/or TfL in relation to this Agreement to the extent that this Agreement does not otherwise provide for reimbursement of such costs.
- 12.2 The Partner shall assume all liability and shall at all times indemnify and hold harmless the Escrow Agent and its officers, agents, sub-contractors and employees from and against any and all liability, loss, damages, costs, legal costs, professional and other expenses and any other liabilities of whatever nature, awarded against or agreed to be paid or otherwise suffered, incurred or sustained by the Escrow Agent, whether direct, indirect or consequential as a result of or in connection with any claim by any third party(s) for alleged or actual infringement of Intellectual Property Rights arising out of or in connection with all and any acts or omissions of the Escrow Agent in respect of the Material as contemplated under this Agreement.

## **13 Term and Termination**

- 13.1 This Agreement shall continue until terminated in accordance with this clause 13.
- 13.2 If the Partner fails to pay an invoice addressed to it for services under this Agreement within 30 days of its issue, the Escrow Agent reserves the right to give the Partner written notice to pay the outstanding invoice within 30 days. If the Partner has not paid its invoice by the expiry of the 30-day notice period, the Escrow Agent will give TfL a period of 30 days to pay the Partner's invoice. If the Partner's invoice has not been paid by the expiry of the 30-day optional payment period given to TfL, the Escrow Agent shall have the right to terminate this Agreement immediately on written notice. Any amounts owed by the Partner but paid by TfL will be recoverable by TfL direct from the Partner as a debt and, if requested, the Escrow Agent shall provide appropriate documentation to assist in such recovery.
- 13.3 Notwithstanding any other provision of this clause 13, the Escrow Agent may terminate this Agreement by giving 60 days written notice to the Partner and TfL. In that event the Partner and TfL shall appoint a mutually acceptable new custodian on similar terms and conditions to those contained herein. If a new custodian is not appointed within 14 days of delivery of such

notice, the Partner or TfL shall be entitled to request the President for the time being of the British Computer Society (or successor body) to appoint a suitable new custodian on the same terms as are set out in this Agreement save that the new custodian will replace the Escrow Agent as the escrow provider. Such appointment shall be final and binding on the Partner and TfL. If the Escrow Agent is notified of the new custodian within the notice period, the Escrow Agent will forthwith deliver the Material to the new custodian. If the Escrow Agent is not notified of the new custodian within the notice period, the Escrow Agent will act in accordance with clause 13.8.

- 13.4 TfL may terminate this Agreement at any time by giving not less than 60 days' prior written notice to the Escrow Agent.
- 13.5 If the Escrow Agent discovers that a Release Event has occurred and TfL has not exercised its right to claim for release of the Material under clause 6.2, the Escrow Agent shall have the right to terminate this Agreement upon 60 days written notice to the Partner and TfL. TfL shall have the option of applying for release in accordance with clause 6 during this notice period, but if it fails to do so, upon the expiry of this notice period, this Agreement shall automatically terminate.
- 13.6 If the User Rights have expired or have been lawfully terminated, then TfL shall give notice to the Escrow Agent within 14 days thereof to terminate this Agreement, failing which, the Partner shall be entitled to give written notice to the Escrow Agent to terminate this Agreement. Upon receipt of such a notice from the Partner, the Escrow Agent shall notify TfL of the Partner's notice to terminate. Unless within 60 days of the Escrow Agent giving such notice to TfL, the Escrow Agent receives a counter notice signed by a duly authorised officer of TfL either (i) disputing the termination of the User Rights; or (ii) requesting release pursuant to clause 6, then TfL shall be deemed to have consented to such termination and this Agreement shall immediately automatically terminate. If TfL does provide the Escrow Agent with a counter-notice, then the Escrow Agent shall notify the Partner and this agreement shall not terminate but shall continue in full force and effect.
- 13.7 Subject to clause 13.6, the Partner may only terminate this Agreement with the written consent of TfL and then only on not less than 60 days' prior written notice to the Escrow Agent.
- 13.8 For 30 days from the date of termination of this Agreement pursuant to clauses 13.2 to 13.7 inclusive the Escrow Agent will make the Material available for collection by the Partner or its agents from the premises of the Escrow Agent during office hours. After such 30-day period the Escrow Agent will destroy the Material.
- 13.9 This Agreement shall automatically immediately terminate upon release of the Material to TfL in accordance with clause 6.
- 13.10 If this Agreement is superseded and replaced by a new agreement with the Escrow Agent in respect of the Material, this Agreement shall, upon the coming into force of the new agreement, automatically terminate. The relevant party or parties shall request the Escrow Agent to either transfer the Material to the new agreement or ask the Partner under the new agreement to deposit new material. If new material is deposited, upon its receipt, the Escrow Agent shall, unless otherwise instructed in writing by the Partner, destroy the Material.
- 13.11 The provisions of clauses 1, 4, 8, 9, 10.1, 11, 12, 13.12 to 13.14 (inclusive) and 14 shall continue in full force after termination of this Agreement.

- 13.12 On and after termination of this Agreement, the Partner shall remain liable to the Escrow Agent for payment in full of any fees and interest which have become due but which have not been paid as at the date of termination.
- 13.13 The termination of this Agreement, however arising, shall be without prejudice to the rights accrued to the parties prior to termination.
- 13.14 TfL may by written notice to the Escrow Agent unilaterally revoke any termination notice served by it at any time prior to the expiry of such termination notice.

## **14 General**

- 14.1 A party shall notify the other parties to this Agreement, within 30 days of its occurrence, of any of the following:
- (a) any change of name of the individual contact(s) for this Agreement, such notice to include the new contact name, email address, correspondence address and telephone number;
  - (b) a change of its name or registered office; and
  - (c) any material change in its circumstances that may affect the validity or operation of this Agreement.
- 14.2 Within 14 days of any assignment or transfer by the Partner of any part of its Intellectual Property Rights in the Material, the Partner shall notify:
- (a) the Escrow Agent and TfL of such assignment and the identity of the Assignee; and
  - (b) the Assignee of the provisions of clause 6.1(f).
- 14.3 Each party warrants that it has full capacity and authority to enter into and to perform this Agreement, and that in entering into this Agreement and performing its obligations under it, it is not and will not at any time be in breach of any of its express or implied obligations to any third party.
- 14.4 The formation, existence, construction, performance, validity and all other aspects of this Agreement shall be governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts.
- 14.5 This Agreement, together with the Order Form and the Verification Terms (where applicable) represent the whole agreement relating to the escrow arrangements between the Escrow Agent and the other parties for the Material and shall supersede all prior agreements, discussions, arrangements, representations, negotiations and undertakings. In the event of any conflict between any of these documents, the following order of precedence shall apply: (i) the Verification Terms (where applicable); then (ii) this Agreement; then (iii) the Order Form; then (iv) any other document incorporated by reference. No party has entered into this Agreement in reliance upon and will have no remedy in respect of any representation, misrepresentation or statement which is not set out in those documents. Nothing in this clause shall limit or exclude the liability of any party for fraud or fraudulent misrepresentation.

- 14.6 Unless the provisions of this Agreement otherwise provide, any notice or other communication required or permitted to be given or made in writing hereunder shall be validly given or made if delivered by hand or courier or if despatched by first class recorded delivery (airmail if overseas) addressed to the address specified for the parties in this Agreement (or such other address as may be notified to the parties from time to time) or if sent by electronic mail to an email address as notified by the parties from time to time and shall be deemed to have been received:
- (a) if delivered by hand or courier, at the time of delivery;
  - (b) if sent by first class recorded delivery (airmail if overseas), 2 Business Days after posting (6 Business Days if sent by airmail); or
  - (c) if sent by electronic mail on a Business Day before 4.30pm (UK time), on that day or, in any other case, on the next Business Day.
- 14.7 No party shall assign, transfer or subcontract this Agreement or any rights or obligations hereunder without the prior written consent of the other parties, except where: (i) a party merges, is acquired or has substantially all of its assets acquired and the new entity or acquirer agrees to assume all of their obligations and liabilities under this Agreement; (ii) TfL is obliged to assign or transfer its rights to the Senior Lenders (as defined in the Agreement) and/or the Councils (as defined in the Agreement) or it is necessary for TfL to assign its rights to any subcontractor of TfL in order to allow TfL enjoy the benefit of the Deliverables, provided always that the Partner, TfL and the assignee will enter into a novation agreement or a new escrow agreement with the Escrow Agent in the form required by the Escrow Agent; or (iii) the Escrow Agent sub-contracts or assigns its rights or obligations to its Affiliates or a third party approved by the Escrow Agent. For the purposes of this clause 14.7, "Affiliates" means any entity directly or indirectly controlling, controlled by or under common control with the Escrow Agent. the Escrow Agent shall ensure that any such Affiliate or aforementioned third party is bound by the same confidentiality obligations as are contained in clause 8 and shall be responsible and liable for the acts and omissions of such Affiliate or such third party to the same extent as if such acts or omissions were by the Escrow Agent.
- 14.8 This Agreement shall be binding upon and survive for the benefit of the successors in title and permitted assigns of the parties.
- 14.9 If any provision of this Agreement is declared too broad in any respect to permit enforcement to its full extent, the parties agree that such provision shall be enforced to the maximum extent permitted by law and that such provision shall be deemed to be varied accordingly. If any provision of this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void or unenforceable, it shall, to the extent of such illegality, invalidity or unenforceability, be deemed severable and the remaining part of the provision and the rest of the provisions of this Agreement shall continue in full force and effect.
- 14.10 Save as expressly provided in this Agreement, no amendment or variation of this Agreement shall be effective unless in writing and signed by a duly authorised representative of each of the parties to it.
- 14.11 The parties shall not be liable to each other or be deemed to be in breach of this Agreement by reason of any delay in performing, or failure to perform, any of their obligations under this Agreement if the delay or failure was for a reason beyond that party's reasonable control (including, without limitation, fire, flood, explosion, epidemic, riot, civil commotion, any strike,

lockout or other industrial action, act of God, war or warlike hostilities or threat of war, terrorist activities, accidental or malicious damage, or any prohibition or restriction by any governments or other legal authority which affects this Agreement and which is not in force on the date of this Agreement). A party claiming to be unable to perform its obligations under this Agreement (either on time or at all) in any of the circumstances set out above must notify the other parties of the nature and extent of the circumstances in question as soon as practicable. If such circumstances continue for more than six months, any of the other parties shall be entitled to terminate this Agreement by giving one month's notice in writing.

- 14.12 No waiver by any party of any breach of any provisions of this Agreement shall be deemed to be a waiver of any subsequent or other breach and, subject to clause 6.6, no failure to exercise or delay in exercising any right or remedy under this Agreement shall constitute a waiver thereof.
- 14.13 The Escrow Agent's employees, agents and sub-contractors shall be entitled to enforce clause 11 of this Agreement subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999 and the terms of this Agreement. Save as provided in this clause 14.13, this Agreement is not intended to create any right under the Contracts (Rights of Third Parties) Act 1999 which is enforceable by any person who is not a party to this Agreement and the rights of any third party under the said act are hereby expressly excluded.
- 14.14 Each of the Partner and TfL warrant to the Escrow Agent that as at the date of this Agreement it is not subject to any sanction, embargo or equivalent measure imposed by the laws of any state or any union of states (as **Sanctions**) whether by virtue of such Sanctions being imposed on it individually or by virtue of it being resident in a certain jurisdiction or operating in a certain sector. If, during the term of this Agreement, the Partner or TfL becomes subject to any Sanction it will immediately notify the Escrow Agent in writing.
- 14.15 The Partner and TfL jointly and severally warrant to the Escrow Agent that the Materials (including, without limitation, the receipt by the Escrow Agent of the Materials or the taking of any action by the Escrow Agent in relation to the Materials that is contemplated by this Agreement including the receipt, holding, testing and/or releasing of the Materials (together the **Escrow Agent Actions**)) are not, and to the best of their knowledge and belief are not expected to become, subject to any import, re-import, export or re-export controls, laws or regulations in any country that the Materials may be exported from, held in or delivered or released into under this Agreement (**Export Control Laws**). If at any time during the term of this Agreement, the Materials or the Escrow Agent Actions become subject to Export Control Laws the Partner and TfL shall immediately notify the Escrow Agent, providing all relevant details. Without prejudice to clause 14.11, the Escrow Agent shall have no obligation to undertake any Escrow Agent Actions in relation to the Materials if to do so would put it in breach (or potential breach) of Export Control Laws and shall not be required to obtain any licence or other permission under Export Control Laws.
- 14.16 the Escrow Agent is responsible for complying with all laws that are generally applicable to an Escrow Agent operating in England. If however, the content of the Materials is such that additional laws or regulations are imposed on the Escrow Agent by virtue of it receiving, holding, testing or releasing such Materials specifically then the Partner and TfL shall be jointly and severally responsible for notifying the Escrow Agent of all such additional laws and regulations

- 14.17 the Escrow Agent is committed to ensuring that there is no modern slavery or human trafficking in its supply chains or in any part of its business and its Anti Slavery and Human Trafficking Statement and Anti Slavery Policy are available upon request.
- 14.18 Without prejudice to clause 14.11, if any of the Escrow Agent's obligations under this Agreement becomes illegal, prohibited or otherwise unlawful then the Escrow Agent shall be relieved of such obligation unless and until such obligation becomes permitted.
- 14.19 This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

## **Schedule 1**

### **The Material**

Detailed description (where applicable):

All source code materials in relation to any relevant software (and all technical information and documentation required to enable modification and operation of such software) which is required in relation to the Deliverables.

**Schedule 2**

**Escrow Agent's Fees**

**SIGNED** for and on behalf of **SOPRA STERIA LIMITED** by:

Signature:

Name (block capitals):

Position:

Date:

**SIGNED** for and on behalf of **TRANSPORT FOR LONDON** by:

Signature:

Name (block capitals):

Position:

Date:

**SIGNED** for and on behalf of **[ESCROW AGENT]** by:

Signature:

Name (block capitals):

Position:

Date:

## Schedule 12

### Pricing

#### Part 1 - Indexation

##### 1 Definitions

**Base Date** means 31 March 2025 or such other date as confirmed in a Call-Off Contract;

**Contract Year** means a period of twelve (12) months, commencing on 1 April in each year, except that the first Contract Year shall be the period from the Effective Date until 31 March 2024 and the final Contract Year shall be the period from the relevant 1 April of the year in which termination occurs (or the Effective Date if Termination occurs prior to 31 March 2024) until the End Date;

**CPI Index** means the Consumer Prices Index published by the Office for National Statistics or any replacement equivalent or comparable index which is published in substitution for this index from time to time or such other appropriate index as the Partner and TfL may agree in writing; and

**Indexed** means a sum increased or decreased by the change in the CPI Index as calculated in accordance with this Schedule 12 (Pricing).

##### 2 Indexation

2.1 Reference to an amount being Indexed or subject to indexation shall mean that the amount shall be adjusted in accordance with the following formula:

$$PCy = P \times (((B1_{y-1} - B1_{base}) / B1_{base}) + 1)$$

Where:

<b>PCy</b>	means the amount for the Contract Year beginning on the Base Date or each subsequent anniversary as applicable (i.e. the Contract Year for which the indexation is required)
<b>P</b>	the relevant amounts which are subject to indexation
<b>B1<sub>y-1</sub></b>	the CPI Index in the February immediately preceding the Contract Year
<b>B1<sub>base</sub></b>	the latest CPI Index prior to the Effective Date

If at any time the CPI Index is a negative figure, the Partner shall, on an open book basis, pass onto TfL any actual savings which accrue to it as a result of the application of such negative indexation.

## Part 2 – Pricing Schedule

# **DRAFT**

**Transport for London**

## **Invitation to Submit Initial Tenders for the Innovation Collaboration Framework**

### **ISFT Volume B - Pricing Schedule**

**TfL Ref Number: tfl\_scp\_002174**

**Date: October 2023**

**This Pricing Schedule captures the Bidders' Financial Submissions and shall be read in conjunction with ISFT Volume 0 - Instructions to Bidders (particularly section 8), any clarification responses and any further information requested by TfL.**

**The Pricing Schedule is in two parts (see tabs below). Part 1 relates to 'Maximum Daily Rates'. Part 2 relates to Maximum Percentage Mark-up'.**

**This completed Pricing Schedule and related definitions will be carried across to Schedule 12 of ISFT Volume A - Framework Agreement.**

## Volume B Part 1: Maximum Daily Rates

Part 1	Instructions
	<p>See the relevant definitions and section 8.2.1 of the ISFT Vol 0 (Instructions for Bidders).</p> <p>A weighting of 5% has been allocated to the 'Maximum Daily Rates' which Bidders should provide for each role shown below. The roles reflect key resources likely to be used in Phase 1 of a Call-Off Contract which will form a key element of Framework Partners' Investment Costs.</p> <p>A Bidder's Maximum Daily Rates will be used to validate the resource plan and prices submitted in response to the problem statement (question PS6 at Appendix 11, Part 2 of this Volume 0 Instructions to Bidder) and to validate Investment Costs proposals for future Problem Statements. These Maximum Daily Rates will also apply in costings for Phase 2 on future Call-Off Contracts.</p>
	<p>Using the template below, Bidders are required to provide Maximum Daily Rates for all roles shown for both level A and Level B.</p> <p>TTL recognises there may be other resources and roles required to complete Phase 1 of a project. Bidders are therefore also invited to complete the 'Additional Roles' table below where the Bidder expects to use significant resources on roles not already defined.</p> <p>The Maximum Daily Rates should include all the components of costs that the role would expect to incur as well as any mark-up. The rates you provide should be exclusive of VAT.</p>

		Please provide your <b>Maximum</b> Daily Rate (£ GBP) excluding VAT for both levels for each role described		
Definition of the roles: A description for each role has been provided with examples of expected responsibilities for that role. The descriptions are to assist Bidders with pricing. The roles are not limited to the responsibilities in the descriptions and may be adapted at call-off.  Some of the role descriptions and responsibilities are more suited to a 'Level B' senior role in which case the 'Level A' role would only be required to support some of these responsibilities.		Level A: Non-supervisory with a minimum of 5 years in this role or a minimum of 5 years relevant experience in directly related disciplines.	Level B: Senior manager / lead with at least 10 years of industry and or a minimum of 5 years relevant experience in directly supervisory experience in this role	Weighting
1	<p><b>Project manager</b></p> <p>Initiates, plans and manages the delivery of designated projects to time, budget and specification as efficiently, effectively and economically as possible. Tracks and manages the day-to-day delivery, including but not limited to identification and mitigation of risks, issues, assumptions and dependencies. Identifies and efficiently manages the resources needed, including but not limited to subcontractors / suppliers and stakeholders. Regularly reports on progress of the project to key stakeholders. Keeps track of spend against budget and report on any over or under spend.</p>			0.357%
2	<p><b>Business analyst</b></p> <p>Facilitates communication between the business and technical staff to help ensure that the requirements are clearly understood. Develops models and enhances documentation to ensure that there is clarity and consistency. Clarifies aspects relating to requirements, including but not limited to by applying techniques such as scenario and impact analysis Works with solution architects to ensure that the information and technology requirements will be fulfilled successfully. Defines the rationale for a proposed business change. Generates, describes and evaluates the options to achieve the business requirements. Quantifies and/or describes the investment objectives and predicted business benefits. Supports informed decision-making regarding business change investment. Provides support to the business staff as they undertake the user acceptance testing. Defines the acceptance criteria used to confirm a requirement has been met</p>			0.357%

3	<b>Data scientist</b>	<p>Responsible for researching, identifying, analysing and commenting on trends and causes and proposing appropriate solutions to mitigate problems and issues.</p> <p>Creates and executes of all forms of software data analysis/data modelling.</p> <p>Ensures that the software produced meets the quality expectations of stakeholders and standards expected.</p> <p>Uses data mining to extract information from data sets and identify correlations and patterns.</p> <p>Organises and transforms information into comprehensible structures.</p> <p>Uses data to predict trends.</p> <p>Performs statistical analysis of data.</p> <p>Uses tools and techniques to visualise data in easy-to-understand formats, such as diagrams and graphs.</p> <p>Prepares reports.</p> <p>Monitors data quality and removes corrupt data.</p> <p>Communicates with stakeholders to understand data content and business requirements.</p>			0.357%
4	<b>Business architect</b>	<p>Constructs and owns business operating models informing the alignment of key product investment decisions, capabilities and strategies.</p> <p>Supports at a programme level providing a common framework from which solutions can be developed which deliver the required outcomes.</p> <p>Interfaces closely with other architects and design colleagues to maintain the overall business reference model.</p> <p>Aligns business, application, technology and data architectures that support the efficient delivery of the required products.</p>			0.357%
5	<b>Technical architect</b>	<p>Responsible for the project level architecture design for solution developments.</p> <p>Extensive IT and programming knowledge to manage requirements and maximise design and creativity</p> <p>The Solution Architect will communicate the proposed architecture within the project and gain project approval from the project manager, business analyst, development and test teams.</p> <p>They will ensure that the project level architecture implemented meets the business objectives and technical requirements.</p> <p>Responsibility for designing and implementing processes and systems to enable advanced data handling and storage in support of analysis.</p> <p>Experienced working in a changing technology environment, design a plan to integrate, centralize, protect and maintain data and information used by the team.</p> <p>Embed best practice data processes within our systems and apply the principles of prevention, problem solving and partnership working throughout the role.</p>			0.357%
6	<b>Engineer</b>	<p>Applies significant expertise in the field of engineering.</p> <p>Creates plans and detailed drawings for developing a solution.</p> <p>Deploys analysis and resolution to technical problems, providing technical guidance, advice and expertise to stakeholders</p> <p>Interprets the technical strategy, checking or producing designs, associated drawings, information, calculations and research.</p> <p>Provides specialist technical analysis and diagnoses.</p> <p>Produces designs, drawings, accurate specifications, information and calculations.</p> <p>Completes regulatory documents.</p> <p>Enables ongoing development and improvement of project performance.</p>			0.357%
7	<b>Solution Designer</b>	<p>Leads the programme in solving important strategic issues including problem definition, strategic thinking, design thinking, strategy development and how best to execute change</p> <p>Produces and implements designs which meet agreed service requirements and resilience</p>			0.357%
8	<b>Product manager</b>	<p>Develops products through insights from market research and customer behaviour.</p> <p>Defines the key features, specifications and requirements of the product based on customer and/or business preferences.</p> <p>Establishes strategies for product pricing and positioning.</p> <p>Manages the budgets of multi-disciplinary teams involved with product development.</p> <p>Assists with product launches and marketing campaigns.</p> <p>Conducts research to learn more about customers'/users' needs.</p> <p>Performs profit analysis and forecasting to develop or improve product marketing strategies.</p> <p>Creates project timeline and implementation schedules.</p>			0.357%
9	<b>Designer / UX designer</b>	<p>Incorporates user insights and business requirements into the design of the solution.</p> <p>Works with engineers to develop a governance model enabling product evolution and scaling.</p> <p>Continuously tests new design patterns and ensures the work aligns with the project objectives</p> <p>Collaborates with product managers, engineers and key stakeholders.</p>			0.357%

10	Test engineer	Installs and/or tests assets to ensure compliance with the applicable Standards, Safety Regulations, technical requirements. Ensures quality and functionality of a product. Develops test strategies and provides technical direction to the testers. Ensures that technical solutions have been designed and developed with thorough unit, system and user acceptance testing. Develops and maintains Automation/Performance test suites. Improves test frameworks, tools and technologies to maintain high quality.			0.357%
11	Developer	Responsible for the successful implementation, design and development of technical solutions. Maintains and updates technical solutions Ensures the solutions developed meet the quality expectations of stakeholders and adhere to the expected standards.			0.357%
12	Product Owner	Accountable for analysing, prioritising and translating business requirements into technical units that are implementable by a Scrum Agile development team. Acts as an effective conduit between the development team and the business stakeholders, should any technical issues or ambiguities arise Ensures that expectations of sponsors and stakeholders are met			0.357%
13	Field / Area Engineer	Inspects/controls/supervises a site construction team to administer and supervise the construction of civil engineering works. Maintains safety, quality, financial and programme control, and proper execution of the project. Accountable for the data and technology field assets through the effective management of remotely based technology teams. Ensures the teams perform against their contracted or obligated service levels. Drives performance levels of all partner third parties. Resolves technical and / or customer issues arising from the operation of the systems or assets. Ensures compliance with all current Engineering standards and ensures that all assets are "fit for purpose" and meet all agreed performance.			0.357%
14	Scrum Master	Responsible for the Agile Scrum process adopted by one or more Agile software development teams in the design and delivery of software. Subject matter expert in Agile Scrum. Provides guidance and mentoring in Agile techniques and processes within one or more Agile teams in order to encourage collaboration and maximise productivity of those teams.			0.357%
<b>Total Daily Rate Weighted Score:</b>					<b>5%</b>

Additional Roles		Maximum Daily Rate (€GDP) excl VAT	
These will not be scored but a Maximum Daily Rate should be provided for additional roles. (TfL may reissue the Pricing Schedule to all Bidders to include these if necessary). Bidders may add additional rows if required.			
Additional Role Title	Bidder to provide brief description of the role	Level A	Level B
PMO Support	Supports Project Manager with all aspects of programme and project governance including manage tracking and reporting. Only chargeable to TfL for Phase 2 where agreed that SSL are required to provide PMO. All costs associated with proposed Phase 0 and Phase 1 activities will be incurred by SSL and only chargeable under Phase 2 / 3 where agreed with TfL.		
Commercial Manager	Provide specialist services on approaches to commercialisation where phase 2 consortia intellectual property and other considerations are sufficiently complex to warrant dedicated commercial support. All costs associated with proposed Phase 0 and Phase 1 activities will be incurred by SSL and only chargeable under Phase 2 / 3 where agreed with TfL based on complexity characteristics.		
Procurement Manager	Provide specialist services on approaches to procurement where phase 2 requirement for onboarding and contracting are sufficiently complex to warrant dedicated procurement support. All costs associated with proposed Phase 0 and Phase 1 activities will be incurred by SSL and only chargeable under Phase 2 / 3 where agreed with TfL based on complexity characteristics.		
Partnership Lead	In line with flex principle described within submission, an allocation of the Partnership Lead is proposed to transition into Phase 2 delivery for continuity and programme assurance, covering core responsibilities aligned to discipline. All costs associated with proposed Phase 0 and Phase 1 activities will be incurred by SSL and only chargeable under Phase 2 / 3 where agreed with TfL.		

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<b>Innovation Lead</b>	In line with flex principle described within submission, an allocation of the Innovation Lead is proposed to transition into Phase 2 delivery for continuity and programme assurance, covering core responsibilities aligned to discipline. All costs associated with proposed Phase 0 and Phase 1 activities will be incurred by SSL and only chargeable under Phase 2 / 3 where agreed with TfL.			
<b>Experience Lead</b>	In line with flex principle described within submission, an allocation of the Experience Lead is proposed to transition into Phase 2 delivery for continuity and programme assurance, covering core responsibilities aligned to discipline. All costs associated with proposed Phase 0 and Phase 1 activities will be incurred by SSL and only chargeable under Phase 2 / 3 where agreed with TfL.			
<b>Delivery Lead / Programme Manager</b>	In line with submission, Delivery Lead is proposed to transition into Phase 2 for programme delivery continuity overseeing project manager, responsible for benefits realisation. All costs associated with Phase 1 activities will be incurred by SSL and only chargeable under Phase 2 where agreed with TfL.			
<b>Programme Director</b>	Programme Director is proposed to oversee phase 2 delivery, providing quality assurance and accountable for benefits realisation. All costs associated with proposed Phase 0 and Phase 1 activities will be incurred by SSL and only chargeable under Phase 2 / 3 where agreed with TfL.			
<b>Enterprise Architect</b>	In line with flex principle described within submission, an allocation of the Enterprise Architect is proposed to transition into Phase 2 delivery for continuity and programme assurance, covering core responsibilities aligned to discipline. All costs associated with proposed Phase 0 and Phase 1 activities will be incurred by SSL and only chargeable under Phase 2 / 3 where agreed with TfL.			
<b>Security Architect</b>	Define security related requirements for the solution, define security architecture and ensure solution compliance. All costs associated with proposed Phase 0 and Phase 1 activities will be incurred by SSL and only chargeable under Phase 2 / 3 where agreed with TfL.			
<b>Consultant</b>	Specialised consulting capability drawn on from our core capability areas as described in our submission including; experience design, business transformation, technology advisory, data and insights, digital ethics etc. All costs associated with proposed Phase 0 and Phase 1 activities will be incurred by SSL and only chargeable under Phase 2 / 3 where agreed with TfL.			

## VOLUME B Part 1 (cont'd) - Breakdown of Maximum Daily Rates

### Instructions

The information provided by Bidders at Table A and Table B below will not be evaluated and is provided for information only.

**Table A:** Further to the Maximum Daily Rates provided at tab 'Part 1 Max Daily Rates', Bidders are asked to complete Table 1 below showing a percentage breakdown of the elements making up the rates provided.

**Table B:** At Table A, TIL has requested a general breakdown per 'Level' rather than per role. If the breakdown provided at Table A is not representative of all the roles, please complete Table B to provide further information.

Table A		
Element of Max Daily Rate	Level A: Non-supervisory with a minimum of 5 years in this role or a minimum of 5 years relevant experience in directly related disciplines. (%)	Level B: Senior manager / lead with at least 10 years of industry and supervisory experience in this role. (%)
Head Office Overheads		
Insurances		
Salary		
Risk		
Profit		
Other (Please add lines and specify)		
<b>TOTAL</b>	<b>100%</b>	<b>100%</b>

Table B
<p>If the breakdown provided at Table B is not representative of all the roles defined at the Tab named 'Part 1 Max Daily Rates', please describe the <u>significant</u> anomalies:</p>

## Volume B Part 2: Maximum Percentage Mark-up

### Part 2 Instructions

Bidders are required to provide a Maximum Percentage Mark-up figure. See the definitions and section 8.2.2 of the ISFT Vol 0 (Instructions for Bidders) for further information.

5% of the Financial Weighting applies to the 'Maximum Percentage Mark-up'.

Bidders should submit the Maximum Percentage Mark-up that may be applied to the Direct Costs for Phase 2.

The Agreed Mark-up for each Call-Off Contract will be agreed prior to a Call-Off Contract award but cannot exceed the tendered Maximum Percentage Mark-up value. An Agreed Mark-up will only be applied to Direct Costs evidenced and agreed for Phase 2. It will not be applied to the resources invested in Phase 1.

Bidders should enter their Maximum Percentage Mark-up, as a percentage (to 2 decimal places), in cell C5 below.

Bidder's Maximum Percentage Mark-up (%):



## Schedule 13

### Contract Change Procedure

#### Part 1 – Contract Change Procedure

#### 1 Procedure

- 1.1 The Partner shall within fourteen (14) Days after any request by TfL, Notify TfL of its opinion on the likely effects of a proposed amendment to the terms of this Agreement or a Call-Off Contract or the provision of the Deliverables, including:
- (a) to extent of any changes to the terms of this Agreement or a Call-Off Contract are required as a result, including any changes to the provision of the Deliverables;
  - (b) any costs that will or may be incurred or not incurred by the Partner (and each other Partner Party) and/or TfL as a result of the proposed change; and
  - (c) demonstrating the steps the Partner has or will take to mitigate and/or minimise the impact of such proposed amendment on its costs and/or otherwise on the performance.
- 1.2 The Partner may Notify TfL of a proposed amendment to the terms of this Agreement or a Call-Off Contract or the provision of the Deliverables. TfL shall not be obliged to accept such proposal but if it confirms at its sole discretion that it does so, it shall send a request to the Partner and paragraph 1.1 shall apply.
- 1.3 The Partner shall promptly provide such further information as TfL may reasonably request in relation to the proposed change. Any proposed change shall be subject to TfL's prior written approval.
- 1.4 If an amendment is agreed in accordance with this Schedule, TfL shall complete the template form set out in Part 2 of this Schedule, and the Partner shall promptly as required by TfL execute the completed template alongside TfL, in order to give effect to the agreed amendments.

**Part 2 – Template Change Notice**

<b>Title of Agreement or Call-Off Contract:</b>	Framework Agreement for the Supply of Deliverables  Call-Off Contract with respect to Framework Agreement for the Supply of Deliverables dated <b>[date]</b>	
<b>Date of the Agreement or Call-Off Contract:</b>	<b>[DATE]</b>	
<b>Parties to the Agreement or Call-Off Contract:</b>	(1) Transport for London  (2) SOPRA STERIA LIMITED (No. 04077975)	
<b>Change Request Number:</b>	<b>[UNIQUE ID NUMBER OF REQUEST]</b>	
<b>Proposed Change:</b>	<b>[DESCRIBE CHANGE]</b>	
<b>Date of Change Approval Notice:</b>	<b>[DATE]</b>	
<b>Amendments required to the Agreement or Call-Off Contract:</b>	<b>[DESCRIBE NECESSARY CHANGES]</b>	
<b>Additional Comments:</b>	<b>[INSERT ADDITIONAL COMMENTS]</b>	
<b>Signature of Partner:</b>	<b>SIGNED</b> for and on behalf of <b>SOPRA STERIA LIMITED</b> by:  Signature:  Name (block capitals):  Position:  Date:	Date:
<b>Signature of TfL:</b>	<b>SIGNED</b> for and on behalf of <b>TRANSPORT FOR LONDON</b> by:  Signature:  Name (block capitals):  Position:  Date:	Date:

## Schedule 14

### Personal Data

#### 1 Definitions

1.1 In this Schedule 14 the following words and expressions have the following meanings:

**Agreement Data** means Personal Data Processed as a result of or in connection with a Call-Off Contract;

**Controller, Data Subject, Personal Data, Process (including Processed, Processes and Processing), Processor, Special Categories of Personal Data and Supervisory Authority** have the meanings given under applicable Data Protection Law;

**Data Exporter** means either: (i) the Partner; or (ii) TfL, transferring the Agreement Data to the Data Importer.

**Data Importer** means the Party or Subprocessor in a Restricted Country receiving Agreement Data from the Data Exporter.

**Data Loss Event** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Agreement Data;

**Data Protection Impact Assessment** means an assessment by the Controller through which the impact of the envisaged Processing activities is assessed against the protection of Agreement Data;

**Data Subject Request** means the exercise of a Data Subject of their rights under Data Protection Law;

**Data Transfer Agreement** means either: (a) Module Three (processor to processor) of the standard contractual clauses approved by the European Commission for transfers from Controllers in the EEA to Processors outside the EEA (being the paragraphs contained in the European Commission's Decision C(2021) 3972 dated 4 June 2021 as updated and/or amended from time to time), and supplemented and amended by the UK Addendum (as approved by the UK Parliament on 21 March 2022); or (ii) the International Data Transfer Agreement (as approved by the UK Parliament on 21 March 2022);

**Restricted Country** means a country that is not a UK Adequate Country;

**Restricted Transfer** means a transfer of Agreement Data to a Data Importer that is not subject to a Data Transfer Agreement.

**Subprocessor** means any third party appointed to process Agreement Data on behalf of a Party acting in capacity as a Processor in relation to this Agreement;

**UK Adequate Country** means, in respect of transfers of Personal Data from the UK to any country or territory outside of the UK, a country or territory outside the UK which the UK government has recognised as providing an adequate level of protection for Personal Data in accordance with the UK GDPR (and UK Adequate Countries shall be construed accordingly); and

**UK GDPR** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

- 1.2 Capitalised words and expressions used in this Schedule 14 and not otherwise defined in this Agreement will have the meaning given to them in Data Protection Law.

## **2 General**

- 2.1 This Schedule 14 will only apply where the Parties Process Agreement Data under or in connection with this Agreement.

- 2.2 The subject matter, duration, nature and purpose of such Processing (where applicable), and the type of Personal Data and Data Subjects involved, are as set out in the Call-Off Particulars.

- 2.3 Each time, date or period referred to in this Schedule 14 in relation to the Parties' compliance with its obligations is of the essence.

- 2.4 Any breach of this Schedule 14 shall constitute a material breach of this Agreement.

## **3 Status of the Parties**

- 3.1 The Parties acknowledge that for the purposes of Data Protection Law, the nature of the activity carried out by each of them in relation to their respective obligations under a Call-Off Contract dictates the status of each Party. A Party may act as:

- (a) a Controller, whereby the other Party acts as a Processor;
- (b) a Processor, whereby the other Party acts as a Controller;
- (c) a Joint Controller, jointly with the other Party; or
- (d) an independent Controller of the Agreement Data, whereby the other Party is also an independent Controller of the Agreement Data.

- 3.2 The status of each Party with respect to a particular Call-Off Contract will be defined in the Contract Particulars.

- 3.3 If any Personal Data is Processed under any agreement other than a Call-Off Contract (including the Agreement):

- (a) it shall be deemed that TfL acts as a Controller and the Partner acts as a Processor of such Personal Data, unless otherwise agreed in writing by the Parties; and
- (b) any references to the Call-Off Contract in this Schedule 14 shall be interpreted as references to the Agreement or any other relevant agreement (as applicable).

## **4 Where one Party is a Controller and one Party is a Processor**

- 4.1 Where a Party is a Processor, the only Processing that it is authorised to do is listed in the Call-Off Particulars.

- 4.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringes Data Protection Laws.

4.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include: -

- (a) a systematic description of the envisaged Processing and the purpose of the Processing;
- (b) an assessment of the necessity and proportionality of the Processing in relation to the Call-Off Particulars;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Agreement Data.

4.4 The Processor shall, in relation to any Agreement Data Processed in connection with its obligations under the Call-Off Contract:

- (a) Process that Agreement Data only in accordance with Call-Off Particulars, unless the Partner is required to do otherwise by Law. If it is so required, the Partner shall promptly notify TfL before Processing the Agreement Data unless prohibited by Law;
- (b) ensure that it has in place protective measures, including in the case of the Processor the measures set out in clause 15.2 (GDPR and Cyber Security), which the Controller may reasonably reject (but failure to reject shall not amount to approval by TfL of the adequacy of the protective measures) having taken account of the:
  - (i) nature of the data to be protected;
  - (ii) harm that might result from a Data Loss Event;
  - (iii) state of technological development; and
  - (iv) cost of implementing any measures;
- (c) ensure that:
  - (i) the Processor's Personnel do not Process Agreement Data except in accordance with the Call-Off Contract (and in particular Call-Off Particulars);
  - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Agreement Data and ensure that they:
    - (A) are aware of and comply with the Processor's duties under: -
      - 1) this Schedule 14,
      - 2) clause 16 (Confidentiality) of the Agreement; and
      - 3) clauses 16.5 to 16.7 (Environmental Information Regulations & Freedom of Information Act) of the Agreement;

- (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
  - (C) are informed of the confidential nature of the Agreement Data and do not publish, disclose or divulge any of the Agreement Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Call-Off Contract; and
  - (D) have undergone adequate training in the use, care, protection and handling of Agreement Data;
- (d) not transfer Agreement Data outside of the UK unless:
- (i) the Controller has agreed in writing to any such transfer;
  - (ii) the Processor has taken the appropriate steps outlined in paragraph 4.15 to 4.21 of this Schedule 14; and
  - (iii) the Processor has complied with any instructions notified to it by the Controller with respect to the Processing of the Agreement Data; and
- (e) at the written direction of the Controller, delete or return Agreement Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Agreement Data.

4.5 Subject to paragraph 4.6 of this Schedule 14, the Partner shall notify TfL immediately if in relation to its Processing of Agreement Data under or in connection with the Call-Off Contract it:

- (a) receives a Data Subject Request (or purported Data Subject Request);
- (b) receives a request to rectify, block or erase any Agreement Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Laws;
- (d) receives any communication from the Supervisory Authority in connection with Agreement Data Processed under the Call-Off Contract;
- (e) receives a request from any third Party for disclosure of Agreement Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

4.6 The Processor's obligation to notify under paragraph 4.5 of this Schedule 14 shall include the provision of further information to the Controller in phases, as details become available.

4.7 Taking into account the nature of the Processing, the Processor shall provide the Controller with reasonable assistance in relation to either Party's obligations under Data Protection Laws and any complaint, communication or request made under paragraph 4.5 of this Schedule 14 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

- (a) the Controller with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Laws;
- (c) the Controller, at its request, with any Agreement Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Controller following any Data Loss Event; and/or
- (e) assistance as requested by the Controller with respect to any request from a Supervisory Authority, or any consultation by the Controller with a Supervisory Authority.

4.8 In response to a Data Loss Event, the Processor shall:

- (a) not make or authorise any announcement, other communication or notice about such Data Loss Event (including the giving of a report or notice about a Data Loss Event to any Supervisory Authority or Data Subject) (a Data Breach Notice) without the prior written consent of the Controller, unless it is required to give such Data Breach Notice under Data Protection Law, in which case the Processor will give the Controller written notice of such requirement before submitting such Data Breach Notice; and  
  
provide full cooperation and assistance to the Controller in respect of the Controller's efforts to investigate, remediate, and mitigate the effects of any such Data Loss Event.

4.9 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Schedule 14. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

- (a) the Controller determines that the Processing is not occasional;
- (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Agreement Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
- (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.

4.10 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

4.11 The Processor shall designate a Data Protection Officer if required under the Data Protection Laws.

4.12 Before allowing any Subprocessor to Process any Agreement Data related to the Call-Off Contract, the Processor must:

- (a) have carried out adequate due-diligence on the proposed Subprocessor and considers in its reasonable opinion that it is appropriate to appoint such Subprocessor (taking into

consideration the nature of the Agreement Data being Processed) and provides a copy of the results of such due-diligence to the Controller on request;

- (b) notify the Controller in writing of the intended Subprocessor and Processing;
- (c) obtain the written consent of the Controller;
- (d) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Schedule 14 such that they apply to the Subprocessor; and
- (e) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.

4.13 The Parties acknowledges and agrees that any Partner Party or member of the Partner's Group Processing the Agreement Data will be deemed a Subprocessor.

4.14 Each Party shall remain fully liable for all acts or omissions of any of its Subprocessors.

#### **International Data Transfers**

4.15 A Party acting in capacity as a Processor of Agreement Data, or where applicable their appointed Subprocessor, shall not transfer, access or process any Agreement Data outside of the United Kingdom without prior written consent of the Party acting as a Controller (acting reasonably).

4.16 Notwithstanding the generality of paragraph 4.15, the Parties acknowledge and agree:

- (a) the Party acting in capacity as a Processor shall submit a written request to the Controller for approval which shall contain the following information
  - (i) the Agreement Data which will be transferred and/or Processed;
  - (ii) the country or countries in which and/or to which the Agreement Data will be transferred and/or Processed;
  - (iii) any third party who will be Processing and/or receiving the Agreement Data in such countries;
  - (iv) details of the proposed transfer, including duration, scale and regularity of the transfer, the length of any onward Processing chain and the number of actors involved and the transmission channels;
  - (v) details of any third party requests made to each Data Importer or those parties with whom each Data Importer may /shall onward share the Agreement Data;
  - (vi) confirmation of the implementation of the appropriate safeguards as are necessary under Data Protection Laws including a Data Transfer Agreement;
  - (vii) the local country assessment undertaken to record the Party acting in capacity as a Processor's assessment of the legal sufficiency of the recipient country, taking into account anything within that country's law or practice which impinges on the effectiveness of a Data Transfer Agreement including

respecting the essence of the fundamental rights and freedoms and that such laws and practices do not exceed what is necessary and proportionate in a democratic society to safeguard the objectives set out in Article 23 (1) of the UK GDPR and are not otherwise in contradiction with the Data Protection Laws;

- (viii) what supplementary (including technical and organisational measures) have been adopted between the Party acting in capacity as a Processor and the Data Importer in cases that the local country assessment (referred to in (vii) above) has identified any impingement on the effectiveness of the Data Transfer Agreement as a consequence of the laws or practices therein.
  - (b) if the Party acting in capacity as a Controller cannot confirm following the review of the information provided by the Party acting in capacity as a Processor the adequacy of the level of protection of Agreement Data in any importing country, such that the level of protection is equivalent to the Data Protection Laws, no transfer to the Restricted Country shall be permitted.
- 4.17 Where approval is given by the Party acting in capacity as a Controller pursuant to paragraph 4.4(d), the Party acting in capacity as a Processor shall enter into (or procure that the Subprocessors who is sharing the Agreement Data enters into) a Data Transfer Agreement.
- 4.18 Where approval is granted to a Restricted Transfer in accordance with paragraph 4.4(d):
- (a) the Party acting in capacity as a Processor shall during the term promptly notify the Party acting in capacity as a Controller in any circumstances where the level of protection of Agreement Data in any importing country is not equivalent to the Data Protection Laws (due to a change in law or otherwise) or otherwise if such any transfer which was lawful subsequently becomes unlawful.
  - (b) Upon a notification in accordance with this paragraph 4.18, the Parties shall use their best endeavours to agree an alternative basis for the transfer (if available) and, where possible, the Party acting in capacity as a Processor shall seek to identify and implement alternative measures, for example supplementary technical and security measures, to ensure compliance with the Data Protection Laws.
  - (c) If no such alternative safeguards can be ensured or supplementary measures put in place the Party acting in capacity as a Controller shall have the right to terminate this Agreement, or where the Deliverables affected by the data transfer can be separated from the remainder Deliverables such that the impact on the remainder Deliverables is not significant to the Party acting in capacity as a Controller (as determined by the Party acting in capacity as a Controller), terminate the applicable Deliverables to which the data transfer relates.
- 4.19 The Party acting in capacity as a Processor shall reimburse any liabilities, costs, expenses, damages and losses incurred by the Party acting in capacity as a Controller following a breach of any Data Transfer Agreement by any Data Importer (**Data Export Loss**) as if such Data Export Loss had been caused by the Party acting in capacity as a Processor.
- 4.20 The Party acting in capacity as a Processor acknowledges and agrees the Party acting in capacity as a Controller may be required under Data Protection Laws to notify Supervisory Authority and/or Data Subjects as to the compliance of transfers to a Restricted Country

including disclosing the relevant risk transfer assessments, without notice to the Party acting in capacity as a Processor or any Subprocessor.

- 4.21 Nothing in this Agreement is intended to undermine or conflict with any terms of the relevant Data Transfer Agreement. In the event of any conflict, the terms of the Data Transfer Agreement shall prevail.

## **5 Where the Parties are Joint Controllers**

- 5.1 If the Parties are assessed to be Joint Controllers in respect of Agreement Data under the Call-Off Contract, the Parties shall enter into a Joint Data Controller Agreement based on the terms set out in Annex 1 to this Schedule 15.

## **6 Where the Parties are independent Controllers**

- 6.1 Each Party acknowledges and agrees that it is an independent Controller of the Agreement Data, and is therefore responsible for complying with Data Protection Law as a Controller.

- 6.2 Each Party shall Process the Agreement Data in compliance with its obligations under the Data Protection Laws and not do anything to cause the other Party to be in breach of it.

- 6.3 The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Agreement Data for the purposes of the Contract.

- 6.4 Where a Party has provided Agreement Data to the other Party in accordance with paragraph 4 of this Schedule 14 above, the recipient of the Agreement Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.

- 6.5 The Parties shall only provide Agreement Data to each other:

- (a) to the extent necessary to perform their respective obligations under the Call-Off Contract;
- (b) in compliance with the Data Protection Laws (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
- (c) where it has recorded it in the Call-Off Particulars.

- 6.6 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Agreement Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Laws, including Article 32 of the UK GDPR.

- 6.7 A Party Processing Agreement Data for the purposes of the Call-Off Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.

- 6.8 Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Laws in relation to the Agreement Data provided to it by the other Party pursuant to the Contract (**Request Recipient**): -
- (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
  - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Agreement Data, the Request Recipient will:
    - (i) promptly, and in any event within five (5) Business Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
    - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Laws.
- 6.9 Each Party shall promptly notify the other Party upon it becoming aware of any Data Breach Event relating to Agreement Data provided by the other Party pursuant to the Call-Off Contract and shall:
- (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Data Breach Event;
  - (b) implement any measures necessary to restore the security of any compromised Agreement Data;
  - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Laws (including the timeframes set out therein); and
  - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
- 6.10 Agreement Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Call-Off Contract as specified in Call-Off Particulars.
- 6.11 Agreement Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Call-Off Contract which is specified in Call-Off Particulars.
- 6.12 Notwithstanding the general application of paragraph 4 of this Schedule 14 to Agreement Data, where the Partner is required to exercise its regulatory and/or legal obligations in respect of Agreement Data, it shall act as an Independent Controller of Agreement Data in accordance with this paragraph 6 of this Schedule 14.

## **7 Audit**

- 7.1 The Partner shall, during the Term:

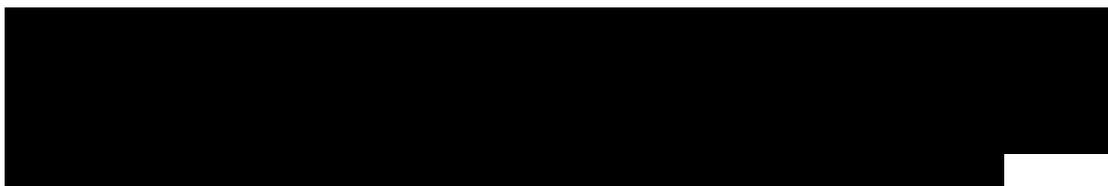
- (a) promptly complete and return to TfL on request any questionnaire designed to evaluate the Partner's compliance with Data Protection Law and/or this;
- (b) on not less than five Days' notice (unless specifically required by a Supervisory Authority or TfL has reasonable grounds to suspect non-compliance with this Schedule 14 or Data Protection Law or there has been a Data Breach affecting the Agreement Data) permit without charge, reasonable access by TfL to all records, files, tapes, computer systems, or any other information howsoever held by the Partner (or, where applicable, a Subprocessor) in respect of the Partner's activities pursuant to this Agreement, for the purposes of reviewing compliance with Data Protection Law and this Schedule 14; and
- (c) provide without charge all reasonable assistance to TfL in complying with any direction, requirement or request made by any Supervisory Authority to do or not to do any act, or to provide any information in respect of any obligation of the Partner under this Agreement, including, where necessary, giving the Supervisory Authority (including its representatives or appointees) reasonable access to any records, files, tapes, computer systems, or any other information howsoever held by the Partner or a Subprocessor.

7.2 For the purpose of paragraph 7.1(c), "reasonable access" shall mean as a minimum, access during normal working hours, and access to all information held by the Partner or a Subprocessor relevant to its compliance with Data Protection Law and this Schedule 14. Where access is required by the Supervisory Authority reasonable access shall be as required by the Supervisory Authority.

7.3 The Partner agrees that TfL may appoint a third party independent third party auditor which is not a direct competitor of the Partner (and subject to reasonable and appropriate confidentiality undertakings) to carry out TfL's rights under this paragraph 7.

## **8 Indemnity**

8.1



## **9 General Obligations of the Parties**

9.1 The Partner shall not respond to a Data Subject Request or Supervisory Authority Request unless instructed to do so by TfL in writing, except where required by Data Protection Law.

9.2 The Parties shall implement and maintain such technical and organisational measures as are required by Data Protection Law which shall include the following (and the Partner shall provide TfL with a written description of such measures and accompanying documentation on request):

- (a) being certified to ISO/IEC 27001.2013 or later and/or cyber Essential Plus certified;
- (b) complying with all responses and representations in respect of information security made by the Partner to TfL in any tender or due diligence process; and

- (c) meeting the obligations set out in Schedule 21 (Cyber Security) and provide TfL with a written description of such measures and accompanying documentation on request.
- 9.3 TfL may, at any time on not less than thirty (30) Business Days' notice, revise this Schedule 15 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Call-Off Contract).
- 9.4 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. TfL may on not less than thirty (30) Business Days' notice to the Partner amend the Call-Off Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

## ANNEX I

### JOINT CONTROLLER STATUS AND ALLOCATION OF RESPONSIBILITIES

#### 1 Joint Controller Status and Allocation Of Responsibilities

1.1 With respect to Agreement Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Agreement Data in accordance with the terms of this Annex I (Joint Controller Agreement). Accordingly, the Parties each undertake to comply with the applicable Data Protection Laws in respect of their Processing of such Agreement Data as Data Controllers.

1.2 The Parties agree that the **[select: Partner or TfL]**:

- (a) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the GDPR regarding the exercise by Data Subjects of their rights under the GDPR;
- (b) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Agreement Data or privacy;
- (c) is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the GDPR;
- (d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the GDPR, for Processing in connection with the services where consent is the relevant legal basis for that Processing; and
- (e) shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the **[select: Partner's or TfL's]** privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

1.3 Notwithstanding the terms of clause 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Laws as against the relevant Party as Controller.

#### 2 Undertakings of both Parties

2.1 The Partner and TfL each undertake that they shall:

- (a) report to the other Party every **[insert number]** months on:
  - (i) the volume of Data Subject Request (or purported Data Subject Requests) from Data Subjects (or third parties on their behalf);
  - (ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Agreement Data;

- (iii) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Laws;
  - (iv) any communications from the Information Commissioner or any other Supervisory Authority in connection with Agreement Data; and
  - (v) any requests from any third party for disclosure of Agreement Data where compliance with such request is required or purported to be required by Law, that it has received in relation to the subject matter of the Contract during that period;
- (b) notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);
  - (c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Laws;
  - (d) not disclose or transfer the Agreement Data to any third party unless necessary for the provision of the services and, for any disclosure or transfer of Agreement Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) ensure consent has been obtained from the Data Subject prior to disclosing or transferring the Agreement Data to the third party. For the avoidance of doubt the third party to which Agreement Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;
  - (e) request from the Data Subject only the minimum information necessary to provide the services and treat such extracted information as Confidential Information;
  - (f) ensure that at all times it has in place appropriate protective measures to guard against unauthorised or unlawful Processing of the Agreement Data and/or accidental loss, destruction or damage to the Agreement Data and unauthorised or unlawful disclosure of or access to the Agreement Data;
  - (g) take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Agreement Data and ensure that its Personnel:
    - (i) are aware of and comply with their 's duties under this Annex I (Joint Controller Agreement) and those in respect of Confidential Information
    - (ii) are informed of the confidential nature of the Agreement Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Agreement Data to any third party where the that Party would not be permitted to do so;
    - (iii) have undergone adequate training in the use, care, protection and handling of Agreement Data as required by the applicable Data Protection Laws;

- (h) ensure that it has in place protective measures as appropriate to protect against a Data Loss Event having taken account of the:
  - (i) nature of the data to be protected;
  - (ii) harm that might result from a Data Loss Event;
  - (iii) state of technological development; and
  - (iv) cost of implementing any measures;
- (i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Laws, to provide or correct or delete at the request of a Data Subject all the Agreement Data relating to that Data Subject that the Partner holds and ensure that it notifies the other Party as soon as it becomes aware of a Data Loss Event.

2.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Laws and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Laws to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations

### **3 Data Protection Breach**

3.1 Without prejudice to Clause 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Agreement Data Breach or circumstances that are likely to give rise to a Agreement Data Breach, providing the other Party and its advisors with:

- (a) sufficient information and in a timescale which allows the other Party to meet any obligations to report an Agreement Data Breach under the Data Protection Laws;
- (b) all reasonable assistance, including:
  - (i) co-operation with the other Party and the Information Commissioner investigating the Agreement Data Breach and its cause, containing and recovering the compromised Agreement Data and compliance with the applicable guidance;
  - (ii) co-operation with the other Party including taking such reasonable steps as are directed by the other Party to assist in the investigation, mitigation and remediation of an Agreement Data Breach;
  - (iii) co-ordination with the other Party regarding the management of public relations and public statements relating to the Agreement Data Breach; and/or
  - (iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Agreement Data Breach, with complete information relating to the Agreement Data Breach, including, without limitation, the information set out in Clause 3.2.

3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Agreement Data where it has lost, damaged, destroyed, altered or corrupted as a result of an Agreement Data Breach as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Agreement Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Agreement Data Breach relating to the Agreement Data Breach, in particular:

- (a) the nature of the Agreement Data Breach;
- (b) the nature of Agreement Data affected;
- (c) the categories and number of Data Subjects concerned;
- (d) the name and contact details of the Partner's Data Protection Officer or other relevant contact from whom more information may be obtained;
- (e) measures taken or proposed to be taken to address the Agreement Data Breach; and
- (f) describe the likely consequences of the Agreement Data Breach.

#### **4 Audit**

4.1 The Partner shall permit:

- (a) TfL, or a third-party auditor acting under TfL's direction, to conduct, at TfL's cost, data privacy and security audits, assessments and inspections concerning the Partner's data security and privacy procedures relating to Agreement Data, its compliance with this Annex I and the Data Protection Laws; and/or
- (b) TfL, or a third-party auditor acting under TfL's direction, access to premises at which the Agreement Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 GDPR by the Partner so far as relevant to the Call-Off Contract, and procedures, including premises under the control of any third party appointed by the Partner to assist in the provision of the services.

4.2 TfL may, in its sole discretion, require the Partner to provide evidence of the Partner's compliance with Clause 4.1 in lieu of conducting such an audit, assessment or inspection.

#### **5 Impact Assessments**

5.1 The Parties shall:

- (a) provide all reasonable assistance to the each other to prepare any data protection impact assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and
- (b) maintain full and complete records of all Processing carried out in respect of the Agreement Data in connection with the Call-Off Contract, in accordance with the terms of Article 30 GDPR.

## 6 Information Commissioner's Office Guidance

- 6.1 The Parties agree to take account of any guidance issued by the Information Commissioner's Office and/or any relevant central Government body. TfL may on not less than thirty (30) Business Days' notice to the Partner amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office and/or any relevant central Government Body.

## 7 Liabilities for Data Protection Breach

- 7.1 If financial penalties are imposed by the Information Commissioner on either TfL or the Partner for an Agreement Data Breach ("**Financial Penalties**") then the following shall occur:

- (a) if in the view of the Information Commissioner's Office, TfL is responsible for the Agreement Data Breach, in that it is caused as a result of the actions or inaction of TfL, its employees, agents, contractors (other than the Partner) or systems and procedures controlled by TfL, then TfL shall be responsible for the payment of such Financial Penalties. In this case, TfL will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Agreement Data Breach. The Partner shall provide to TfL and its third party investigators and auditors, on request and at the Partner's reasonable cost, full cooperation and access to conduct a thorough audit of such Agreement Data Breach;
- (b) if in the view of the Information Commissioner, the Partner is responsible for the Agreement Data Breach, in that it is not an Agreement Data Breach that TfL is responsible for, then the Partner shall be responsible for the payment of these Financial Penalties. The Partner will provide to TfL and its auditors, on request and at the Partner's sole cost, full cooperation and access to conduct a thorough audit of such Agreement Data Breach; or
- (c) if no view as to responsibility is expressed by the Information Commissioner, then TfL and the Partner shall work together to investigate the relevant Agreement Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any Financial Penalties equally if no responsibility for the Agreement Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the procedure set out in Clause 28 of the Agreement.

- 7.2 If either TfL or the Partner is the defendant in a legal claim brought before a court of competent jurisdiction ("**Court**") by a third party in respect of an Agreement Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the Court to be responsible for the Agreement Data Breach shall be liable for the losses arising from such Agreement Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.

- 7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of an Agreement Data Breach (the "**Claim Losses**"):

- (a) 

(b) [REDACTED] and

(c) [REDACTED]

7.4 Nothing in either Clause 7.2 or Clause 7.3 shall preclude Tfl and the Partner reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of an Agreement Data Breach, having regard to all the circumstances of the Agreement Data Breach and the legal and financial obligations of Tfl.

## 8 Termination

8.1 If the Partner is in material Default under any of its obligations under this Annex I (Joint Controller Agreement), the Tfl shall be entitled to terminate the Call-Off Contract by issuing a Termination Notice to the Partner in accordance with Clause 20.2 (Termination).

## 9 Sub-Processing

9.1 In respect of any Processing of Agreement Data performed by a third party on behalf of a Party, that Party shall:

- (a) carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Agreement Data as is required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and
- (b) ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Laws.

## 10 Data Retention

10.1 The Parties agree to erase Agreement Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Agreement Data under applicable Data Protection Laws and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the a Party for statutory compliance purposes or as otherwise required by the Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Laws and its privacy policy.

**Schedule 15**

**Not used**

## Schedule 16

### TfL Policy Requirements

#### Part 1 - TfL Policy Requirements

#### 1 Compliance with TfL Policies and Law

##### 1.1 The Partner, at no additional cost to TfL:

- (a) undertakes to procure that any Partner Personnel comply with all of TfL's policies and standards that are relevant to providing the Deliverables under this Agreement and/or any Call-Off Contract, (including TfL's bullying and harassment, business ethics, drugs and alcohol, equality and inclusion, safety and wellbeing, and corporate and environmental framework policies as updated from time to time (copies of which (including updated copies) are available on TfL's website, [www.tfl.gov.uk](http://www.tfl.gov.uk)) and with TfL's Code of Conduct (which is available on TfL's website, [www.tfl.gov.uk](http://www.tfl.gov.uk))) including the provisions relating to safety, security, business ethics, drugs and alcohol and any other on site regulations specified by TfL for personnel working at TfL Premises or accessing TfL's computer systems. The policies in this clause 1.1(a) relate generally to performance under this Agreement. The policies have been provided to the Partner and copies of any standards shall be provided to the Partner on request. TfL reserves the right to provide further policies under a particular Call-Off Contract;
- (b) without limiting the generality of paragraph 7.3 of the Call-Off Conditions, shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;
- (c) acknowledges that TfL is under a duty under section 149 of the Equality Act 2010 to have due regard to the need to eliminate unlawful discrimination on the grounds of sex, marital or civil partnership status, race, sexual orientation, religion or belief, age, pregnancy or maternity, gender reassignment or disability (a "**Relevant Protected Characteristic**") (as the case may be) and to promote equality of opportunity between persons who share a Relevant Protected Characteristic and persons who do not share it. In providing the Deliverables, the Partner shall assist and cooperate with TfL where possible in satisfying this duty;
- (d) where possible, shall provide the Deliverables under the Agreement and/or any Call-Off Contract in such a manner as to:
  - (i) promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;
  - (ii) eliminate unlawful discrimination; and
  - (iii) promote good relations between persons of different racial groups, religious beliefs and sexual orientation;
- (e) comply with policies developed by TfL with regard to compliance with TfL's duties referred to in paragraphs (c) - (d) as are relevant to this Agreement and/or a particular Call-Off Contract and the Partner's activities;

- (f) obey directions from TfL with regard to the conduct of the Agreement in accordance with the duties referred to in paragraphs (c) - (d);
- (g) assist, and consult and liaise with, TfL with regard to any assessment of the impact on and relevance to the Agreement of the duties referred to in paragraphs (c) - (d);
- (h) on entering into any contract with a sub-contractor in relation to the Agreement and/or any Call-Off Contract, impose obligations upon the sub-contractor to comply with this paragraph 1.1(e) as if the sub-contractor were in the position of the Partner;
- (i) provide to TfL, upon request, such evidence as the TfL Party may require for the purposes of determining whether the Partner has complied with this paragraph 1.1(e). In particular, the Partner shall provide any evidence requested within such timescale as TfL may require, and cooperate fully with TfL during the course of TfL's investigation of the Partner's compliance with its duties under this paragraph 1.1(e);
- (j) inform TfL forthwith in writing should it become aware of any proceedings brought against it in connection with the Agreement and/or a Call-Off Contract by any person for breach of the Equality Act 2010; and
- (k) shall promptly notify the Partner Personnel and TfL of any health and safety hazards that exist or may arise in connection with providing the Deliverables under the Agreement and/or any Call-Off Contract.
- (l) In all cases, the costs of compliance with this paragraph 1.1 shall be borne by the Partner.

1.2 In providing the Deliverables, the Partner shall (taking into account best available techniques not entailing excessive cost and the best practicable means of preventing, or counteracting the effects of any noise or vibration) have appropriate regard (insofar as the Partner's activities may impact on the environment) to the need to:

- (a) preserve and protect the environment and to the need to avoid, remedy and mitigate any adverse effects on the environment;
- (b) enhance the environment and have regard to the desirability of achieving sustainable development;
- (c) conserve and safeguard flora, fauna and geological or physiological features of special interest; and
- (d) sustain the potential of natural and physical resources and the need to safeguard the life-supporting capacity of air, water, soil and ecosystems.

### **Work Related Road Risk**

1.3 For the purposes of these paragraphs 1.3 to 1.12 (inclusive), the following expressions shall have the following meanings:

**“Approved Progressive Driver Training”** an ongoing programme of Drivers' training to ensure they have the appropriate knowledge, skills and attitude to operate safely on urban roads. This includes the training

specific for the urban environment (including on-road experience from a cyclist's perspective), which is required to be completed at least once every 5 years;

<b>“Car-derived Van”</b>	a vehicle based on a car, but with an interior that has been altered for the purpose of carrying larger amounts of goods and/or equipment;
<b>“Category N2 HGV”</b>	a vehicle designed and constructed for the carriage of goods having a MAM exceeding 3,500 kilograms but not exceeding 12,000 kilograms;
<b>“Category N3 HGV”</b>	a vehicle designed and constructed for the carriage of goods and having a MAM exceeding 12,000 kilograms;
<b>“CLOCS Standard”</b>	the Construction Logistics and Community Safety standard, which aims to eliminate risk of a collision between heavy goods vehicles servicing the construction sector and vulnerable road users by ensuring effective practice in the management of operations, vehicles, drivers and construction sites; further information can be found at: <a href="http://www.clocs.org.uk">www.clocs.org.uk</a> ;
<b>“Collision Report”</b>	a report detailing all collisions during the previous 12 months involving injuries to persons or fatalities;
<b>“Commencement Date”</b>	has the meaning given in the Call-Off Conditions;
<b>“Delivery and Servicing Vehicle”</b>	a HGV, a Van or a Car-derived Van;
<b>“Driver”</b>	any employee of the Partner (including an agency or contracted driver), who operates Delivery and Servicing Vehicles on behalf of the Partner while providing the Deliverables;
<b>“DVLA”</b>	Driver and Vehicle Licensing Agency;
<b>“Direct Vision Standard” or “DVS”</b>	Direct Vision Standard, a performance based assessment and rating tool, as updated from time to time that measures how much direct vision a Driver has from a Category N3 HGV cab in relation to other road users. Further information can be found at: <a href="http://www.tfl.gov.uk">www.tfl.gov.uk</a> ;
<b>“Equivalent Scheme”</b>	has the meaning given to it in paragraph 1.4(a);
<b>“FORS”</b>	the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating commercial vehicles including vans, HGV, coaches and powered two wheelers. It offers impartial, independent advice and guidance to motivate companies to improve

their compliance with relevant laws and their environmental, social and economic performance;

<b>“FORS Standard”</b>	the standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at: <a href="http://www.fors-online.org.uk">www.fors-online.org.uk</a> ;
<b>“Gold Accreditation”</b>	the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at: <a href="http://www.fors-online.org.uk">www.fors-online.org.uk</a> ;
<b>“HGV”</b>	a vehicle with a MAM exceeding 3,500 kilograms;
<b>“MAM”</b>	the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road;
<b>“Silver Accreditation”</b>	the minimum level of accreditation within the FORS Standard acceptable for the contract schedule, the requirements of which are more particularly described at: <a href="http://www.fors-online.org.uk">www.fors-online.org.uk</a> ;
<b>“Van”</b>	a vehicle with a MAM not exceeding 3,500 kilograms; and
<b>“WRRR Self-Certification Report”</b>	has the meaning given to it in paragraph 1.10.

### **Fleet Operator Recognition Scheme Accreditation**

- 1.4 Where the Partner operates Delivery and Servicing Vehicles to provide the Deliverables, it shall within 90 days of the Commencement Date:
- (a) (unless already registered) register for FORS or a scheme, which in the reasonable opinion of the Authority, is an acceptable substitute to FORS (the **“Equivalent Scheme”**); and
  - (b) (unless already accredited) have attained the standard of Silver Accreditation (or higher) or the equivalent within the Equivalent Scheme and shall maintain the standard of Silver Accreditation (or equivalent standard within the Equivalent Scheme) by way of an annual independent audit in accordance with the FORS Standard or take such steps as may be required to maintain the equivalent standard within the Equivalent Scheme. Alternatively, where the Partner has attained Gold Accreditation, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.

### **Safety Features on HGVs**

- 1.5 The Partner shall ensure that every HGV, which it uses to provide the Deliverables, shall be fitted with safety features consistent with the FORS Silver Accreditation.

### **Construction Logistics and Community Safety (CLOCS)**

- 1.6 Where applicable, for works contracts exceeding a value of £1m:
- (a) the Partner shall comply with the CLOCS Standard; and
  - (b) the Partner shall ensure that the conditions at all sites and locations where:
    - (i) Deliverables are being provided; or
    - (ii) in connection with the Deliverables being provided, any waste is being disposed of or supplies are being delivered to or from,
  - (c) are appropriate for each Category N3 HGV being used in the provision of the Deliverables.

### **Direct Vision Standard (DVS)**

- 1.7 Where applicable, for contracts exceeding a value of £1m where the duration will exceed 12 months:
- (a) the Partner shall comply with Annex 1; and
  - (b) the Partner shall ensure that:
    - (i) all Category N3 HGVs used in the provision of the Deliverables achieve a minimum of a one (1) star Direct Vision Standard rating; and
    - (ii) from and including 26 October 2023, all Category N3 HGVs used in the provision of the Deliverables achieve a minimum of three (3) star Direct Vision Standard rating.

### **Driver Training**

- 1.8 Where the Partner operates Delivery and Servicing Vehicles to provide the Deliverables the Partner shall ensure that each of its Drivers attend the Approved Progressive Driver Training throughout the Call-Off Term.

### **Collision Reporting**

- 1.9 Where the Partner operates Delivery and Servicing Vehicles to deliver the Agreement, the Partner shall within 15 days of the Commencement Date, provide to TfL a Collision Report. The Partner shall provide to TfL an updated Collision Report within five Business Days of a written request from TfL at any time.

### **Self-Certification of Compliance**

- 1.10 Where the Partner operates Delivery and Servicing Vehicles to provide the Deliverables, within 90 days of the Commencement Date, the Partner shall provide a written report to TfL detailing its compliance with paragraphs 1.4, 1.5, 1.6, 1.7, 1.8 and 1.9 (as applicable) of this Schedule (the "**WRRR Self-Certification Report**"). The Partner shall provide updates of the WRRR Self-Certification Report to TfL on each six month anniversary of its submission of the initial WRRR Self-Certification Report.

## Obligations of the Partner Regarding Sub-contractors

1.11 The Partner shall ensure that those of its sub-contractors who operate Category N2 HGVs, Category N3 HGVs, Vans and/or Car-derived Vans to provide the Deliverables shall comply with the corresponding provisions of this Schedule:

- (a) paragraphs 1.4, 1.8, 1.9, 1.10; and
- (b) for Category N2 HGVs – paragraph 1.5; and
- (c) for Category N3 HGVs – paragraphs 1.5, and, where applicable 1.6, 1.7;
- (d) as if those sub-contractors were a party to this Agreement and/or a particular Call-Off Contract.

## Failure to Comply

1.12 Without limiting the effect of any other paragraph of the Agreement and/or Call-Off Contract relating to termination, if the Partner fails to comply with paragraphs 1.4, 1.5 (where applicable), 1.6 (where applicable), 1.7 (where applicable), 1.8, 1.9, 1.10 and 1.11;

- (a) the Partner has committed a material breach of the Agreement and/or Call-Off Contract; and
- (b) TfL may refuse the Partner, its employees, agents and Delivery and Servicing Vehicles entry onto any property that is owned, occupied or managed by the TfL for any purpose (including but not limited to deliveries).

## 2 London Living Wage

2.1 For the purposes of this paragraph 2, the following expressions have the corresponding meanings:

**“CCSL”** the Centre for Civil Society Limited or any relevant replacement organisation as notified by TfL from time to time;

**“London Living Wage”** the London rate for the basic hourly wage as updated and published annually by the CCSL (or any relevant replacement organisation) on its website ([www.livingwage.org.uk](http://www.livingwage.org.uk));

**“Subcontractor”** a sub-contractor (of any tier) of the Partner.

2.2 The Partner acknowledges and agrees that the Mayor of London pursuant to section 155 of the Greater London Authority Act 1999 has directed that each of the TfL Group Members ensure that the London Living Wage be paid to anyone engaged by any TfL Group Member who is required to discharge contractual obligations (whether as a direct contractor or a sub-contractor (of any tier) of that direct contractor) on TfL Premises in the circumstances set out in paragraph 2.4(a).

2.3 Without prejudice to any other provision of this Agreement and/or a particular Call-Off Contract, the Partner shall:

(a) ensure that its employees and procure that the employees of its Subcontractors engaged in providing the Deliverables:

- (i) for two (2) or more hours of work in any given day in a week, for eight (8) or more consecutive weeks in a year; and
- (ii) on TfL Premises including (without limitation) premises and land owned or occupied by TfL,

be paid an hourly wage (or equivalent of an hourly wage) equivalent to or greater than the London Living Wage;

(b) ensure that none of:

- (i) its employees; nor
- (ii) the employees of its Subcontractors,

engaged in providing the Deliverables be paid less than the amount to which they are entitled in their respective contracts of employment;

(c) provide to TfL such information concerning the London Living Wage as TfL or its nominees may reasonably require from time to time, including (without limitation):

- (i) all information necessary for TfL to confirm that the Partner is complying with its obligations under paragraph 2; and
- (ii) reasonable evidence that paragraph 2 has been implemented;

(d) disseminate on behalf of TfL to:

- (i) its employees; and
- (ii) the employees of its Subcontractors,

engaged in providing the Deliverables such perception questionnaires as TfL may reasonably require from time to time and promptly collate and return to TfL responses to such questionnaires; and

(e) cooperate and provide all reasonable assistance in monitoring the effect of the London Living Wage including (without limitation):

- (i) allowing the CCSL to contact and meet with the Partner's employees and any trade unions representing the Partner's employees;
- (ii) procuring that the Partner's Subcontractors allow the CCSL to contact and meet with the Subcontractors' employees and any trade unions representing the Subcontractors' employees,

in order to establish that the obligations in paragraph 2.4(a) have been complied with.

- 2.4 For the avoidance of doubt the Partner shall:
- (a) implement the annual increase in the rate of the London Living Wage; and
  - (b) procure that its Subcontractors implement the annual increase in the rate of the London Living Wage,
- on or before 1 April in the year following the publication of the increased rate of the London Living Wage.
- 2.5 TfL reserves the right to audit (acting by itself or its nominee(s)) the provision of the London Living Wage to the Partner's staff and the staff of its Subcontractors.
- 2.6 Without limiting TfL's rights under any other termination provision in the Agreement and/or a particular Call-Off Contract, the Partner shall remedy any breach of the provisions of this paragraph 2 within four (4) weeks' notice of the same from TfL (the "**Notice Period**"). If the Partner remains in breach of the provisions of this paragraph 2 following the Notice Period, the Authority may by written notice to the Partner immediately terminate the Agreement and/or the relevant Call-Off Contract.

## ANNEX 1

### HEAVY GOODS VEHICLE DIRECT VISION STANDARD

#### 1 Introduction

1.1 In this Annex 1 the following terms shall have the corresponding meanings:

**"Agreed DVS Plan"** means the DVS Plan as updated and approved in accordance with the terms of this Annex 1;

**"DVS Plan"** means the draft DVS plan which sets out and proposes how the Partner shall ensure that:

(a) from and including 26 October 2019, all Category N3 HGVs used in the delivery of the contract achieve a minimum of a one (1) star Direct Vision Standard rating;

(b) from and including 26 October 2023 all Category N3 HGVs used in the provision of the Deliverables achieve a minimum of three (3) star Direct Vision Standard rating;

#### 2 DVS Plan

2.1 Within fifteen (15) Business Days of the Phase 1 Commencement Date, Phase 2 Commencement Date or Phase 3 Commencement Date (as applicable), the Partner shall provide a proposed DVS Plan.

2.2 No later than fifteen (15) Business Days following receipt of the proposed DVS Plan, TfL shall either:

(a) confirm that the proposed DVS Plan is approved, in which case such plan shall become the Agreed DVS Plan; or

(b) provide the Partner with any comments on and/or amendments to the proposed DVS Plan.

2.3 Within thirty (30) Business Days (for the purpose of paragraph 2.2(b)) or fifteen (15) Business Days (for the purpose of paragraph 2.4(b)) of receipt of any comments and/or amendments from TfL in accordance with paragraph 2.2(b) or paragraph 2.4(b) (as applicable), the Partner shall:

(a) develop the proposed DVS Plan to reflect such comments and/or amendments; and

(b) submit an updated DVS Plan to TfL for approval.

2.4 Within fifteen (15) Business Days of receipt of the updated DVS Plan, TfL shall confirm that either the updated DVS Plan:

(a) is approved, in which case it shall become the Agreed DVS Plan; or

- (b) not approved and provide its further comments and/or amendments to the Partner and the Partner shall revise and re-submit the updated DVS Plan for approval in accordance with paragraph 2.3.

The process set out in this paragraph 2.4 shall be repeated until the updated DVS Plan is approved by TfL.

2.5 Where TfL, acting reasonably, has not approved the updated DVS Plan, the Partner may refer that decision to the dispute resolution process set out in the Agreement.

2.6 Without limiting any other provision of this Agreement, the Partner shall, at no additional cost to TfL, and as part of the Deliverables:

- (a) implement, observe and comply with the Agreed DVS Plan; and
- (b) review and amend the Agreed DVS Plan (as necessary) on each 12 month anniversary of the Commencement Date or earlier if requested by TfL, to reflect:
  - (i) any changes to the nature of the Deliverables; and
  - (ii) any comments and/or amendments made or proposed by TfL.

### **3 DVS Co-ordinator**

3.1 The Partner shall nominate a member of the Partner Personnel with the necessary experience, competency and authority to:

- (a) be responsible for implementation and compliance with the Agreed DVS Plan; and
- (b) act as the Partner's authorised representative on all matters concerning the Agreed DVS Plan ("**DVS Co-ordinator**").

3.2 The Partner shall add the DVS Co-ordinator's details to the lists of Partner Key Personnel set out in the Call-Off Particulars.

### **4 Self Certification and Reporting**

On each 12 month anniversary of the Commencement Date, the Partner shall submit a report to TfL which sets out the Partner's progress in respect of implementation of the Agreed DVS Plan and confirms (with supporting evidence) that the Partner has complied with the Agreed DVS Plan.

## **Part 2 - Equality and Inclusion Best Practice Guidelines**

# Equality and inclusion good practice guidelines

The Equality Act 2010 (Amendment) Order 2012 ensures that people with physical and learning disabilities, and black and minority ethnic groups, are treated equally in all aspects. Part of the obligation upon public organisations such as TfL is that we must communicate with all customer groups in an inclusive and accessible way, whatever their requirements.

These guidelines have been written to help all TfL departments to meet this objective, to promote good practice across TfL, and to deliver a uniform standard of service to customers.

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# 1. What is inclusive communication?

Inclusive communication is ensuring that all TfL customers and staff, have equal access to information that we provide, in verbal, written or other form.

Customers who benefit from accessible information and communication include:

- People with sensory needs (visual and hearing)
- People with a speech impairment
- People with mobility/dexterity needs
- People who only have English as a second language (or can only speak English, not read and write)
- People with Dyslexia
- People with learning disabilities

These groups include a large number of older people and some people have multiple needs. Members of minority ethnic groups, foreign language speakers are as likely as the rest of the population to have needs that affect their ability to access information in addition to possible language barriers.

The communication needs of all these customer groups can be met by:

- Providing information in a number of alternative formats, which are explained in section 3 of this document. These include large print, audio, Braille, and translated versions of the English-language originals
- Following good practice guidelines for verbal, handwritten, printed and electronic information

## 2. What does inclusive communication mean for my department?

All TfL departments should have a clear understanding of how the requirement for inclusive communication affects them.

Marketing Communications has its own departmental action plan for inclusive communications, which commits it to publishing TfL's key journey planning and fares information materials in TfL's official list of non-English languages and also in large print format and audio format (CD).

Other TfL departments are not required to automatically produce versions of documents in non-English languages or non-standard formats. However, they must be prepared to make any piece of information available in non-standard formats when requested to do so. When responding to a request for a piece of information in an alternative format or language, your decision should not be based on cost alone, although this will be a major factor. Most importantly, you should ask yourself whether your decision is likely to be viewed as reasonable.

The types of information that are most likely to be requested in non-English languages and non-standard formats are:

- Information aimed specifically at disabled people or Black and Asian Minority Ethnic (BAME) groups
- Information needed to exercise rights and responsibilities during employment or when using transport services
- Information needed to receive payments or other services
- Information of a personal or confidential nature
- Information that could result in legal consequences or loss of rights if not acted upon
- Information that seeks a response from the audience

Ideally, each department should have its own inclusive communication action plan, which should answer the following questions:

- Who, in your department, is responsible for inclusive communication?
- How will you deal with requests for information in non-English languages and non-standard formats?

- Which budget will fund the production of information in non-English languages and non-standard formats, should they be required?
- How will you enforce and monitor the effectiveness of your department in dealing with requests for non-English languages and non-standard formats?

### 3. How to produce information in other formats

**Table 1: Alternative formats and languages: production times and costs**

££ indicates a modest cost, with £££££ indicating a high cost. Costs depend on various factors such as format, quantities, etc.

This table shows all alternative formats, but the formats most commonly requested are alternative languages, large print and audio (CD). You will rarely be asked to produce the other formats. For a copy of the Translation & Interpretation pricing schedules please email Lucinda Harridge on 86205

Format	Turn-around time	Cost	Notes
Non-English languages	Two to four weeks after completion of English original	££	<p>If you are a public-facing department, it is good practice to set up a telephone number to handle requests for translated versions of documents you produce. This can be done for you by the translation agency that you decide to use from the list on the following pages. This telephone number can then be included in any public outputs, with a sentence advising people to call it for translation requests.</p> <p>The translation of documents can only begin once the English original has been fully signed off. If appropriate, you can arrange for only a summary of the English language document to be provided. If you are producing a summary, it should be possible to bring all translated information together in a single translated version of the document in question. Whichever of our contracted translation agencies you decide to use, they will require access to editable versions of the published English files. This will usually be In-Design or Illustrator, etc but may be Word or Excel if that is the format you have used to publish the English documents. They cannot work from a PDF. Whether you are providing a summary or the whole of the English document, the final translated versions should be of the same presentational standard as the original. However, there is no requirement to have the translated versions printed professionally – it is acceptable to print the required number of copies on a colour desktop printer or it may be acceptable to publish the translated versions on line for users to print themselves. For these reasons, it is always a good idea to have the artwork for the translated files set up at A4 size (portrait and landscape are equally acceptable). The translation agency you decide to use will be able to provide however many printed copies you need.</p>

Format	Turn-around time	Cost	Notes
Large print	Same as for English original	£££	<p>There is no standard definition of large print, as no one print size will suit everyone. However, as a standard, all large print documents should try carry text that is minimum of 18 points in size.</p> <p>Wherever possible, large print documents should be formatted in exactly the same way as the standard print version, including visuals, which should be scaled up as required.</p> <p>The design stage can run parallel to that of the standard print version. The unit cost will be higher than standard print because the document will be longer.</p> <p>Large print work can be done either by one of our contracted translation agencies or by your regular design suppliers.</p> <p>If your document is published on the website in an accessible format, most users will be able to increase the text size using their browser controls or an application such as Zoom text.</p>
Audio (CD)	Minimum two weeks after completion of English original	££££	<p>In order to create an audio version of any document, you will need to provide a script to the translation agency. It is good practice to break your script down into numbered 'chapters', and to list these at the beginning of the CD, to help customers navigate around as easily as possible. The translation agency will record a master copy, which can then be duplicated as many times as you require on CD. Digital recording gives superior quality and can be amended more easily. If your document is published on the website in an accessible format, most users will access it from a screen reader and will not need an audio CD.</p>
Easy Read	At least double the time required for	££££	<p>Easy Read is a format that has been specifically developed for people with learning disabilities. It comprises very simple, short sentences of very plain</p>

Format	Turn-around time	Cost	Notes
	English original		<p>English supported by equally simple illustrations, which help to explain the text. For full guidelines on what Easy Read is and how to use it:</p> <p><a href="http://www.gov.uk/government/uploads/system/uploads/attachment_data/file/215923/dh_121927.pdf">www.gov.uk/government/uploads/system/uploads/attachment_data/file/215923/dh_121927.pdf</a></p> <p>For an example of a TfL document in Easy Read format, see the Accessibility implementation plan: <a href="http://www.tfl.gov.uk/corporate/publications-and-reports/accessibility-implementation-plan">www.tfl.gov.uk/corporate/publications-and-reports/accessibility-implementation-plan</a></p>
Braille	Minimum four weeks after completion of English original	£££	<p>Braille is a system of raised dots that enables visually impaired people read by touch. There are two main forms of Braille; Grade 1 is a letter by letter translation, which is used in signs. Grade 2 has dot combinations to represent common letter groups such as “the” and “for”, and is quicker to read than Grade 1.</p> <p>Demand for Braille documents is very low. Audio versions of documents are preferred by the majority of customers with visual impairments. Braille works well for standard printed documents but can not easily translate charts or graphs.</p>
Video	Minimum four weeks after completion of English original	££££	Video is a useful medium for people with low levels of literacy. Videos should include subtitles for people with a hearing impairment.
CD-Rom	Depends on complexity of info being presented	£££££	Interactive CD-Roms can be a highly effective means of communication, combining sound, sign language, text and images.
British Sign Language (video)	Up to 10 after completion of English original	££££	All BSL outputs should include subtitles and a clear, simple voice-over. It takes a long time to produce this format. The request should be booked in at least three weeks in advance of the completion of the English original to be able to source interpreters for the video.

Format	Turn-around time	Cost	Notes
Website	Depends on complexity of info being presented	Will vary depending on the size of the job	All requests for new content on the website should be emailed to <b>Digital</b> . The website conforms to W3C AA standards: <a href="http://www.w3.org/WAI/intro/wcag.php">www.w3.org/WAI/intro/wcag.php</a> .
Email	Depends on complexity of email	£££	Email should follow the same standards as web pages.

Electronic (Word, PDF, web content)	Same as for standard English language document	N/A	<p>Providing information in electronic form can be the easiest way to communicate with people who have sensory impairments.</p> <p>Visually impaired people may use a large screen or a programme that enlarges the text on the screen. Since these customers cannot scan the text in the same way a sighted person would, the document must be written and structured in a clear and simple manner, so that applications such as screen readers are able to read what appears on the screen and convert it into either Braille or speech.</p> <p>Guidance on creating accessible pdfs and Word documents can be found on GOV UK: <a href="https://www.gov.uk/service-manual/user-centred-design/resources/creating-accessible-PDFs.html">https://www.gov.uk/service-manual/user-centred-design/resources/creating-accessible-PDFs.html</a></p> <p>Information in electronic formats is only accessible to people with web access, meaning that it these formats can only ever be part of a wider alternative format strategy</p>
Social media		N/A	<p>See Facebook's accessibility information: <a href="https://www.facebook.com/help/141636465971794">https://www.facebook.com/help/141636465971794</a></p> <p>Twitter: <a href="https://blog.twitter.com/2013/improving-accessibility-of-twittercom">https://blog.twitter.com/2013/improving-accessibility-of-twittercom</a></p> <p>We provide accessibility related information on our network via Twitter through <a href="#">@tflaccess</a> as well as through the real-time feeds for step-free information</p> <p>YouTube <a href="http://youtube-global.blogspot.co.uk/2012/02/captions-for-all-more-options-for-your.html">http://youtube-global.blogspot.co.uk/2012/02/captions-for-all-more-options-for-your.html</a> - we caption all of our videos and include sign language where necessary</p>

**Table 2: Official suppliers of translation and alternative format suppliers to TfL**

Preferred suppliers: These suppliers offer the whole range of services	SAP vendor	Services available
<p>K International PLC</p> <p>14 Davy Avenue</p> <p>Knowlhill</p> <p>Milton Keynes MK5 8PL</p> <p>Tel: 01908 557922</p> <p>Fax: 01908 670170</p> <p>Email: [REDACTED]</p> <p>[REDACTED]</p> <p>Website: <a href="http://www.k-international.com">www.k-international.com</a></p>	<p>10009342</p>	<p>Written translation</p> <p>Verbal translation – telephone (24hr)</p> <p>Verbal translation – face-to-face (24hr)</p> <p>Audio and large print</p> <p>British Sign Language</p> <p>Additional services: A telephone number to handle requests has already been set up with this company</p>
<p>Lionbridge</p> <p>Eaton House</p> <p>Wigmore Place</p> <p>Luton LU2 9EZ</p> <p>Tel: 0118 933 1275</p>	<p>10010250</p>	<p>Written translation</p> <p>Verbal translation – telephone (24hr)</p> <p>Verbal translation – face-to-face (24hr)</p> <p>Audio and large print</p> <p>British Sign Language</p>

Language Line Services Tel: 0800 169 2879 Website: <a href="http://www.languageline.com">www.languageline.com</a>	10002250	Written translation Verbal translation – telephone (24hr) Verbal translation – face-to-face (24hr) Audio and large print British Sign Language
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Other suppliers	Services available	
<p>Newham Language Shop</p> <p>Jaimin Patel</p> <p>Language Shop</p> <p>Newham Dockside</p> <p>1000 Dockside Road</p> <p>E16 2QU</p> <p>Tel: 020 3373 4000</p> <p>Email: <span style="background-color: black; color: black;">[REDACTED]</span></p> <p>Website: <a href="http://www.languageshop.org/">www.languageshop.org/</a></p>	<p>Written translation</p> <p>Verbal translation – telephone (24hr)</p> <p>Verbal translation – face-to-face (24hr)</p> <p>Audio and large print</p> <p>British Sign Language</p>	
<p>Wessex Translations Ltd</p> <p>Barn 500, The Grange</p> <p>Romsey Road</p> <p>Michelmersh</p> <p>Romsey</p> <p>Hampshire SO51 0AE</p> <p>Tel: 0870 1669 300</p> <p>Website: <a href="http://www.wt-lm.com/">www.wt-lm.com/</a></p>	<p>Written translation</p> <p>Verbal translation – telephone</p> <p>Verbal translation – face-to-face</p>	

Other suppliers	Services available	
<p>National Interpreting Service</p> <p>61, The London Fruit and Wool Exchange</p> <p>Brushfield Street</p> <p>London E1 6EP</p> <p>Tel: 020 7655 4655</p>	<p>Written translation</p> <p>Verbal translation – telephone (24 hr)</p>	
<p>WORDtrans</p> <p>5 Riverview Business Park</p> <p>Station Road</p> <p>Forest Row</p> <p>East Sussex RH18 5DW</p> <p>Tel : 01342 826064</p> <p>Fax: 01342 825662</p> <p>Email: <a href="mailto:email@wordtrans.com">email@wordtrans.com</a></p> <p>Website: <a href="http://wordtrans.com/">http://wordtrans.com/</a></p>	<p>Written translation</p> <p>Audio and large print</p>	

Other suppliers	Services available	
<p>Eldon Bureau</p> <p>9-11 St. James Street</p> <p>Newcastle Upon Tyne NE1 4NF</p> <p>Tel: 0191 232 3623</p> <p>Website: <a href="http://www.eldonbureau.com/">www.eldonbureau.com/</a></p>	<p>Written translation</p>	
<p>Newham Language Shop</p> <p>Jaimin Patel</p> <p>Language Shop</p> <p>Newham Dockside</p> <p>1000 Dockside Road</p> <p>E16 2QU</p> <p>Tel: 020 3373 4000</p> <p>Email: <span style="background-color: black; color: black;">[REDACTED]</span></p> <p>Website: <a href="http://www.languageshop.org/">www.languageshop.org/</a></p>	<p>Written translation</p>	

Other suppliers	Services available	
Prestige Network 8 Thatcham Business Village Colthorp Thatcham RG19 4LW Tel: 020 3700 0536 Fax: 01635 877 357 Email: <a href="mailto:sales@prestigenetwork.com">sales@prestigenetwork.com</a> Website: <a href="http://www.prestigenetwork.com/">www.prestigenetwork.com/</a>	Written translation Verbal translation – telephone (24hr) Verbal translation – face-to-face (24hr) Audio and large print British Sign Language	

## 4: Guidelines for laying out standard printed information

The overriding principle is to keep it simple. If your initial document is written in plain language, is as concise as possible, and is designed to be as legible as possible, it will be accessible to a greater number of people and may reduce demand for alternative versions.

User-friendly design is simple and uncluttered. The elements such as page layout, headings, photo illustrations and captions should be clearly separated rather than competing with each other.

### **Typeface**

New Johnston is the official typeface of Transport for London, and should be used for all text set in standard or large print sizes. If you do not have the New Johnston family of fonts installed on your PC, or one of your artwork suppliers needs access to them, please contact the Corporate Design Team, Marketing Services within TfL Marketing, on the 13<sup>th</sup> floor of Windsor House.

Text should always be set horizontally. The minimum size recommended for a general audience is 12 point type and 14 point for people with a visual impairment.

### **Type style**

Text set in italics or capitals is usually more difficult to read, since it is harder to recognise word shape if the letters are all set at an angle or the same height. For example,

Easy to read: The quick brown fox jumped over the lazy dog.

More difficult to read: *The quick brown dog jumped over the lazy dog.*

More difficult to read: THE QUICK BROWN DOG JUMPED OVER THE LAZY DOG.

For this reason, you should avoid using capital letters in words, titles and the body of text. Capital letters can be used to give emphasis to single words or short phrases (for example, for titles but not to set large blocks of text).

Italics should be avoided completely as many visually impaired people find them very difficult to read. Use a different weight of text instead to make the text stand out.

Underlining should also be avoided if possible as it makes it more difficult to recognise the shape of the letters and therefore the words.

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## **Word spacing and alignment**

The space between each word should be a consistent. Do not stretch or condense words or a sentence to fit the line length as this makes it much harder to read.

### **Line length**

The ideal line length is between 60 and 70 characters, except when using columns. Very long or very short lines are tiring for the eyes and so reduce the ease with which they can be read. Long sentences make information harder to understand. Splitting words over lines, by using hyphens, disrupts the reading flow and should be kept to a minimum.

### **Line spacing or leading**

The spacing between lines (sometimes referred to as leading) is especially important for visually impaired people. If there isn't enough space, the lines are less clearly separated and the eye struggles to find the beginning of each line.

We recommend line spacing of at least 1.5 to 2 times the size of the type.

### **Text alignment**

The RNIB recommends that all text is **left aligned** as this helps with locating the start and finish of each line:

#### **Left aligned text**

The quick brown fox jumped over the lazy dog. The quick brown fox jumped over the lazy dog.

Always avoid text that is justified, centred or right aligned, as this makes it harder for some readers to understand:

#### **Justified text**

The quick brown fox jumped over the lazy dog. The quick brown fox jumped over the lazy dog. The quick brown fox jumped over the lazy dog. The quick brown fox jumped over the lazy dog.

## **Centred text**

The quick brown fox jumped over the lazy dog. The quick brown fox jumped over the lazy dog. The quick brown fox jumped over the lazy dog.

The quick brown fox jumped over the lazy dog.

## **Right aligned text**

The quick brown fox jumped over the lazy dog. The quick brown fox jumped over the lazy dog. The quick brown fox jumped over the lazy dog.

The quick brown fox jumped over the lazy dog.

## **Numbers**

Make sure that the numbers are distinct, as visually impaired people can easily misread 3, 5 and 8, and occasionally 0 and 6 too.

## **Navigational aids**

Recurring features, such as headings and page numbers, should always be in the same place. They act as navigational aids and help people to find information quickly.

Include a list of contents, leave space between paragraphs and divide the text up to help to give the eye a break and make reading easier.

If you are publishing your document electronically, use styles and formatting to structure the content. There is a useful guide on how to do this on the GOV.UK website: [www.gov.uk/service-manual/user-centred-design/resources/creating-accessible-PDFs.html](http://www.gov.uk/service-manual/user-centred-design/resources/creating-accessible-PDFs.html).

## **Contrast**

Contrast between the background and the text is extremely important. Research has shown a significant proportion of visually impaired people also have problems with colour perception. People with unaffected colour vision see a sharp contrast between, for example, red and green. This contrast would be far less distinguishable to a person with a visual impairment. Contrast is affected by several factors, which include paper colour, texture, lighting and the size, weight and printing ink used for the text.

As a general rule use dark type against light paper.

If using white text on a coloured background, make sure the background is dark enough to provide good contrast and if you are in any doubt, it is better

not to do it. White text on a coloured background will always appear smaller, so you may need to increase the text size.

Try to avoid switching between black on white to white on black, as this may be confusing to the eye.

## **Illustrations**

Photographs, illustrations and diagrams all aid comprehension and retention of information. People with learning disabilities will benefit particularly from illustrations and, in some cases, the use of symbols. Whenever possible and appropriate include disabled people and people from different ethnic minorities in the images.

Photographs should not be too grainy or contain a lot of detailed information, which could be lost to a visually impaired person. The important part of the picture should be obvious and photos should not to be laid over each other, therefore confusing the image.

## **Text and images**

Avoid placing text over images because it makes the text harder to read. The text can be easily missed unless the image is completely even in tone, such as a clear blue sky.

## **Columns**

Make sure columns are clearly separated, because if they are too close together it is easy for the eye to jump from one column to the next. If space is limited separate the columns with a vertical line.

Take care when using pictures in the middle of columns. It can be confusing since the eye has to skip over the picture to find the next line of text. Images should not be relied on as the only way to break up the text; white space, headings and continuous lines can do this more effectively for a visually impaired reader.

## **Allowing enough space on forms**

Visually impaired people and those with manual dexterity problems such as arthritis often need a generous amount of space to fill in details that have to be

hand-written, because they tend to have larger than average hand writing.

Newham Language Shop

Jaimin Patel

Language Shop

Newham Dockside

1000 Dockside Road

E16 2QU

Tel: 020 3373 4000

Email: [REDACTED] Website: [www.languageshop.org](http://www.languageshop.org)/Tick

boxes should also be enlarged.

### **Paper type**

Avoid glossy papers that reflect light. This glare will add to the difficulty in reading any text. Choose uncoated paper with a weight over 90gsm. As a general rule, if the text is showing through from the reverse side then the paper is too thin.

### **Folding**

When folding a letter make sure that the creases do not obscure any of the text. If producing bound documents such as books or information leaflets make sure they can be laid flat. Many visually impaired people use scanners or magnifiers, which will only produce a clear image if the item can be placed flat on the screen.

### **RNIB guidelines**

For further guidelines on laying out standard printed information, see the RNIB's 'See It Right' document, which is available in full on-line at the RNIB website: [www.rnib.org.uk](http://www.rnib.org.uk).

## **Print checklist**

- The text size should be at least 12 point for standard print and 18 point for large print
- The text must contrast clearly with the background
- Reversed out type must have enough contrast to make it readable
- Line spacing should be 1.5 to 2 times the size of the type
- The typeface should be semi-bold or bold
- Make sure no whole sentences appear in capital letters
- Numbers must be clear
- Words should not be split between two lines
- The text should be aligned to the left
- There should be no uneven gaps between words or letters
- The text should not be centred
- Line lengths should be 60-70 characters per line unless you are using columns
- There should be clear space between the columns
- The text should flow easily from column to column
- The page layout should be clear and unfussy
- There must be a table of contents
- Page numbers and headings should be consistent and appear in the same place on each page
- There should be space between paragraphs
- The text should be set horizontally
- Allow enough space to fill in information on forms
- Images must be clearly defined and easy to understand
- Images must be clearly separated from text

- Paper should be matt not glossy
- Printed documents should be a standard size such as A4
- Folds must not obscure the text
- It must be possible to flatten the document so it can be placed under a scanner or screen magnifier

## **5. Guidelines for Plain English and editorial style**

Plain English benefits everyone, but is essential for anyone with a learning disability and people for whom English is their second language. TfL has a full set of guidelines for writing in Plain English, which can be found on Source, at: [source.tfl/HelpAndGuidance/HelpTopics/3354.aspx](http://source.tfl/HelpAndGuidance/HelpTopics/3354.aspx).

TfL also has a set of editorial style guidelines, which are available on Source, at: [source.tfl/HelpAndGuidance/HelpTopics/3325.aspx](http://source.tfl/HelpAndGuidance/HelpTopics/3325.aspx). The editorial style guide gives guidance on when and how to use abbreviations, punctuation, numbers, TfL branding, and terms related to equality and inclusion. It also indicates when certain words need to be favoured or avoided, as well as when the upper or lower case needs to be used.

## **6: Guidelines for face to face communication**

### **People with visual impairment**

- Provide agendas and background papers in advance of the meeting
- Whenever you talk to someone who is blind, always introduce yourself just in case they do not recognise your voice
- Address the person by name. If you do not know their name, a light touch on the arm will indicate who is speaking to them
- Before you move away, say that you are about to leave. Anyone feels foolish talking to an empty space
- Ensure lighting is even and there are no pools of light or shadows
- Ask beforehand if there are any other adjustments that need to be made for meetings

### **People with a hearing impairment**

- Provide agendas and background papers in advance of the meeting
- Arrange seating so participants can see speakers' faces
- If a hearing loop is available, ensure this is switched on
- Ensure that the lighting is even and there are no pools of light or shadows
- Encourage participants to speak clearly and one at a time
- Do not shout
- Use plain language and if necessary write down difficult words
- Never finish sentences for people
- Keep hands away from mouth
- Give people time and respect
- Ensure background noise is kept to a minimum
- Allow more time for the person to absorb what you said

- If the deaf person is accompanied by a hearing person or sign language interpreter, avoid conversing only with the hearing personal interpreter and ignoring the deaf person
- Maintain eye contact with the deaf person rather than the hearing person/interpreter
- Be prepared to repeat your question or answer

### **People with learning disabilities**

- Speak clearly and slowly, use plain language
- Be warm and friendly
- If necessary use symbol language (known as Makaton)
- Use short sentences
- Try to stick to one point at a time
- Don't use jargon or abbreviations/acronyms
- Address the person directly by name and remember to introduce yourself
- Be prepared to repeat your question or answer
- Don't be patronising in language or in tone
- Don't finish sentences for people
- Give people time and respect
- If in doubt, ask the person what suits them or is easiest

### **Induction loops**

Induction loops help people who wear hearing aids to hear more clearly. An induction loop should be available at all public meetings, such as consultation forums. Staff meeting rooms should also be able to support a loop system as and when required. All key meeting / boardrooms should have a working induction loop available. These loops should be checked and tested regularly to ensure the equipment is working effectively.

Where an induction loop is in use, it is always worth reminding people to speak into the microphone, as they often forget to do so. Tell everyone that the loop is working so that those with hearing aids can turn on the T setting to receive transmission.

### **Lip reading**

Some people who are deaf or hard of hearing can lip read. You should choose a room that has good lighting. Look directly at the individual. Speak clearly and make sure your mouth is clearly visible. Avoid exaggerated facial movements, grimacing or inappropriate facial expressions and do not cover your mouth with your hands when speaking.

### **British Sign Language (BSL)**

Some people who are profoundly deaf use British Sign Language. It has its own grammar and cannot be precisely translated into English and written down. A deaf person may bring along an interpreter to translate what you are saying. If not, you should let them know that one can be booked. All public meetings should have a sign language interpreter available.

You will need to book the interpreter at least four to six weeks in advance.

### **Sign Supported English (SSE)**

SSE is a form, of sign language which uses a more literal translation of English and is preferred by some deaf people. It is not as common as BSL. [Action on Hearing Loss](#) can assist in finding SSE interpreters.

### **Speech to text reporters (STTRs)**

STTRs type every word that is said by the speaker using systems called Palantype® or Stenograph®. They use a shorthand keyboard which lets them type phonetically. The words are converted back into English by a computer program and displayed on a screen. A speech to text reporter can keep up with the speed of spoken English.

Speech-to-text reporting is suitable for people who are comfortable reading, often at high speed and sometimes for up to a couple of hours at a time.

Speech to text reporters can be booked through Action on Hearing Loss:  
[www.actiononhearingloss.org.uk](http://www.actiononhearingloss.org.uk). There aren't many STTRs, so you should  
book well in advance.

## **7: Guidelines for telephone communication**

If you are talking on the phone to someone who has hearing loss, you should speak clearly and not shout.

Some people with hearing loss use a textphone or typetalk if they are unable to use the standard or adapted telephone.

Textphones are similar to telephones, but instead of speaking, messages are typed to another textphone.

## **8: Guidelines for handwritten information**

It is always better to use word-processed text, but occasionally it may be necessary to communicate via a hand-written note.

### **Line thickness**

Use a medium thick pen for general use, and a thicker pen for addressing an envelope.

### **Ink type**

Felt tipped pens are better than ordinary ink or ballpoint pens, as they usually give a clear, unbroken line.

### **Contrast**

Good contrast between your writing and the paper you are using is important. Use white or lightly coloured paper and a pen with dark ink.

## **Appendix: Useful organisations**

### **Royal National Institute of the Blind (RNIB)**

105 Judd Street

London WC1H 9NE

Tel: 0303 123 999

Fax: 020 7388 2034

Email: [helpline@rnib.org.uk](mailto:helpline@rnib.org.uk)

Website: [www.rnib.org.uk](http://www.rnib.org.uk)

### **Talking Newspaper Association UK (TNAUK)**

National Talking Newspapers and Magazines

Talking newspapers is part of the RNIB Group

105 Judd Street

London WC1H 9NE

Tel: 0303 123 999

Fax: 020 7388 2034

Email: [helpline@rnib.org.uk](mailto:helpline@rnib.org.uk)

Website: [www.tnauk.org.uk](http://www.tnauk.org.uk)

### **Royal Association for Deaf People (RAD)**

Century House South

Riverside Office Center

North Station Road

Colchester

Essex CO1 1RE

Tel: 0845 688 2525

Textphone: 0845 688 2527

Fax: 0845 688 2526

**Website: [www.royaldeaf.org.uk](http://www.royaldeaf.org.uk)**

**Action on Hearing Loss**

19-23 Featherstone Street

London EC1Y 8SL

Tel: 0808 808 0123

Textphone: 0808 808 9000

Fax: 020 7296 8199

Email: [webteam@hearingloss.org.uk](mailto:webteam@hearingloss.org.uk)

Website: [www.actiononhearingloss.org.uk](http://www.actiononhearingloss.org.uk)

**SENSE**

101 Pentonville Road

London N1 9LG

Tel: 0300 330 9250 or 020 7520 0999

Fax: 0300 330 9251 or 020 7520 0958

Email: [reception@sense.org.uk](mailto:reception@sense.org.uk)

Website: [www.sense.org.uk](http://www.sense.org.uk)

**SCOPE**

6 Market Road

London N7 9PW

Tel: 0808 800 3333 (including information on Makaton)

Email: [helpline@scope.org.uk](mailto:helpline@scope.org.uk)

Website: [www.scope.org.uk](http://www.scope.org.uk)

**The Foundation for People with Learning Disabilities**

1st floor, Colechurch House

1 London Bridge Walk

London SE1 2SX

Tel: 020 7803 1100

Fax: 020 7803 1111

Mencap's Learning Disability Helpline: 0808 808 1111

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Website: [www.learningdisabilities.org.uk](http://www.learningdisabilities.org.uk)

**Mind**

15-19 Broadway

Stratford

London E15 4BQ

Tel: 020 8519 2122

Fax: 020 8522 1725

Email: [contact@mind.org.uk](mailto:contact@mind.org.uk)

Website: [www.mind.org.uk](http://www.mind.org.uk)

### **Part 3 - Drugs and Alcohol Policy and Procedure**



# Drugs/Alcohol Policy and Procedure

## Section A: Policy

### 1. Introduction

The objective of this policy is to make clear the required standards of behaviour (in relation to Drugs and Alcohol) of everyone working for and on behalf of TfL Surface Transport (Operational Employees).

We all have a duty to protect the safety of our customers, the public and our employees. We have a duty to work with maximum care and efficiency. Alcohol and/or drugs affect performance, efficiency and behaviour and compromise safety.

This document aims to ensure that all employees are made aware of the potentially serious implications of taking drugs (including prescribed and "over the counter" medication) , illegal substances and alcohol and to assist any employee who informs TfL or one of its subsidiary companies that their work performance may be impaired by drugs or alcohol.

### 2. Scope

Operational employees of Surface Transport (TfL), including London Bus Services Limited, London Buses Limited (ETB & DAR), Victoria Coach Station, Revenue Protection Inspectors and Plain Clothes Officials within TPED and London River Services Limited on operational employment contracts.

Anyone engaged through a third party will be made aware of this policy and will be responsible for ensuring their employees observe it when engaged in TfL contracts.



### 3. Policy Statements

#### 3.1 Alcohol

TfL requires all employees to take a responsible approach to alcohol and employees must therefore be aware that:

They must not report for duty in an unfit state due to the consumption of alcohol, which will be defined as 30mg of alcohol per 100 ml of blood. *(Note: the legal driving limit is 80 mg of alcohol per 100 ml of blood,)*

- consumption of alcohol, even in small quantities, may adversely affect safety, performance, conduct or efficiency;
- the consumption of alcohol before work, whilst at work or during meal/rest breaks in the working day, including meal/rest breaks spent outside TfL/operational premises, is strictly prohibited and may result in dismissal without notice;
- the consumption of alcohol on work premises is strictly prohibited at all times. Social events at which alcohol is served are not permitted at any TfL operational premises at any time, except in designated areas where these premises have a licence to sell and serve alcohol;
- it is an employee's responsibility not to come to work if they are under the influence of alcohol;
- a reading (during testing) within the range of 30mg – 49mg will be regarded as a misconduct offence and may be sufficiently serious enough to warrant a final warning under the Disciplinary at Work Policy & Procedure for a first offence;
- a further offence, where a second test reading falls between 30mg – 49mg, occurring if a final warning is still in place may result in the employee being liable to gross misconduct under the Disciplinary at Work Policy and Procedure and dismissal;
- a reading on any test over 50mg may be regarded as gross misconduct under the Disciplinary at Work Policy and Procedure and lead to dismissal.



### 3.2 Drugs

Employees must be made aware that:

- any consumed quantity of an illicit drug can have severe and lasting effects on work performance and is therefore strictly prohibited both in and out of work hours and whilst on leave;
- to use, possess, consume, store, buy or sell (or offer to buy or sell) drugs or illegal substances or come to work under the influence of drugs or illegal substances is strictly prohibited;
- prescribed and over-the-counter drugs can have adverse effects on work performance, safety, conduct or efficiency, therefore employees must check for any possible adverse effects with a medical practitioner each and every time they are required to take a new medication. All employees are reminded that they must notify their appropriate line manager of **any** prescribed or "over the counter" medication they are taking;
- For the purpose of this policy an unfit state through the use of drugs is defined by testing as a positive result for any of the following:
  - Amphetamines
  - Benzodiazepines
  - Cannabis
  - Cocaine
  - Khat
  - MDMA (Ecstasy)
  - Methadone
  - Opiates
  - Propoxyphene
  - Metamphetamine
  - Morphine
  - Codeine
  - Dihydrocodeine
  - Barbiturates
  - Any other drug abuse
- a positive result may be regarded as gross misconduct under the Disciplinary at Work Policy and Procedure and lead to dismissal.



### 3.3 Support

TfL aims to promote the health and well being of employees by identifying those whose performance may be impaired by any of the aforementioned substances and supporting them in resolving any problems. Employees must be aware that:

- you must seek help by approaching your manager with any level of drug or alcohol problem that is likely to affect work performance. Any approach will be treated sensitively and supportively and in confidence. Should you feel unable to speak to your immediate line manager, you must bring the matter to the attention of a more senior manager or HR department without delay;
- all employees seeking help will receive professional medical support to assist with overcoming drug or alcohol related problems;
- if you seek help as specified above you will not have disciplinary action taken against you simply on the grounds that you have a drug or alcohol problem; provided you observe the requirements of this policy on the consumption of alcohol and drugs;
- employees who disclose problems when they have been found to be under the influence of drugs and alcohol after they have reported for or started duty will be dealt with in accordance with the Disciplinary at Work Policy and Procedure;
- if you have a drug or alcohol problem you will be required to observe all rules and regulations of the performance of your work. You will be subject to disciplinary action for breaches of any policies;
- TfL will endeavour but cannot guarantee to keep staff in employment with a drug or alcohol related problem. The DVLA will not renew a PCV licence if the holder has a dependency on drugs or alcohol within the previous 3 years.



## Section B: Procedure

This section supports the policy outlined above and is divided into the following sections:

1. Testing
2. Responsibilities
3. Monitoring
4. Ownership and Review
5. Supporting and Other Relevant Documents
6. Effective date

### 1. Testing

In order to ensure that all employees are in compliance with required standards, we will be operating a comprehensive drug and alcohol testing program which will cover all stages of the employment cycle.

#### 1.1 Pre-employment testing

All prospective new operational employees and employees who transfer into a different operational role will undergo pre-employment drug and alcohol tests to ensure there are no traces of illegal drugs, that blood alcohol levels are within prescribed limits and that any prescribed or over-the-counter medications are recorded and assessed for potential effects on performance. *Offers of employment will be conditional upon passing these tests satisfactorily.*

#### 1.2 Unannounced testing

Each year, a random sample of five percent of operational employees outlined in the Scope of this document (Section A, Part 2) will be tested on an unannounced basis. The sample will be drawn at random using TfL's SAP system every 8 weeks. The sampling lists will be sent to, owned and stored by the Modal HR within Surface Transport to ensure impartiality and confidentiality.

Tests will be scheduled at any time (day or night, weekday or weekend) on a random basis such that an impartial and entirely indiscriminate sample of five percent is achieved. Each sample drawn from the payroll system will contain all operational employees therefore it is entirely possible to be tested more than once during the course of one year. Tests will be at irregular intervals and conducted by a professional and appropriately accredited third-party provider.



Employees must cooperate with all unannounced testing by making themselves immediately available. Employees who delay or attempt to interfere with unannounced testing will be subject to disciplinary action under the Discipline at Work Policy and Procedure.

Designated drugs and alcohol co-ordinators will act on behalf of all operational business units in attending all unannounced screenings with the designated external screening company. Results will be made available to the designated manager for your business unit after analysis and only any unsatisfactory results will be referred to your manager to deal with in accordance with this policy and the Disciplinary at Work Policy & Procedure. You will be stood down pending any further action. Your employing manager will not be made aware of the actual result of any test that falls below the trigger points set out herein.

Results will be stored with very restricted access to ensure impartiality and confidentiality.



### **1.3 For-cause testing (Appearance or Behaviour)**

A manager may have cause to suspect an employee is working, or attempting to report to work, under the influence of alcohol or drugs. In these cases, it is the responsibility of the manager to stand-down the employee and arrange for immediate testing. The designated screening provider will come to the site of the employee and conduct the necessary tests and the employee will be removed from operational duties whilst awaiting results.

### **1.4 Post-incident testing**

You may be subject to "post-incident" testing at any time whilst at work or on duty if:

- You have been involved in a dangerous incident or accident;
- Your manager or supervisor (where your manager is not available) considers that your actions or behaviour give reasonable grounds to believe that you are unfit for duty because of alcohol or drugs.

It is the responsibility of the line manager of the employee/s to arrange testing with the elected third party provider and the employee/s must be stood down pending the outcome of the results.

You will not be required to submit to a "post incident" test if you are a driver who has been tested by the Police and found to be in breach of the 1967 Road Safety Act (a bac reading of 80 milligrams or more).

## **2. Responsibilities**

### **2.1 Employees**

- to comply and be familiar with all aspects of this document and the disciplinary implications resulting from a breach;
- not to bring illegal drugs or alcohol onto any TfL premises at any time;
- when requiring medication, whether prescribed or available without prescription, to find out if there may be side effects likely to impair work performance/safety and where this is the case, seek advice regarding alternatives, advising their line manager when reporting for work;
- to seek help if they have an alcohol or drug related problem by approaching their manager. Individuals may contact Human Resources if it is difficult to approach their manager;
- to urge colleagues to seek help if they have alcohol or drug related problems;



- to avoid covering up or colluding with colleagues whose conduct and/or performance is affected by alcohol or use of drugs or illegal substances;
- to co-operate with ALL drug and alcohol tests and screening as outlined in this policy and procedure;
- if called on to come in whilst off duty and having been drinking, stating you have consumed alcohol;
- not to possess, store, consume or sell drugs or illegal substances on TfL premises or in vehicles, or bring TfL into disrepute by being involved in such activities outside of work;
- to undergo screening for alcohol, drugs or illegal substances prior to appointment to an operational post.

In the event of any breach of these requirements, disciplinary action will follow and may result in dismissal without notice or payment in lieu of notice.

## **2.2 Managers**

- to be thoroughly familiar with this document and ensure all employees are made aware of the required standards through proactive and ongoing communication and training throughout the duration of their employment with TfL;
- to promote a supportive working environment and be mindful of employee health and well being;
- to undertake investigations when an employee's performance appears to be affected by drugs or illegal substances and take appropriate action using the Discipline at Work Policy and Procedure where necessary. This may include making arrangements for employees to undergo drugs or alcohol screening tests where they are involved in a dangerous incident at work or where there is reasonable suspicion that drugs or alcohol have been consumed or used. This may also include the referral of the employee for counselling and assistance;
- to seek advice through Occupational Health where an employee informs their line manager they are taking prescribed medication containing alcohol;
- to support the nominated third party provider and the designated business unit manager in conducting unannounced drug and alcohol tests;
- to work alongside Occupational Health in arranging alcohol screening to monitor employees who have undergone rehabilitation for drug or alcohol abuse;
- to instigate "for cause" and post incident testing where there is reason to believe individuals are in breach of the policy and take corrective action if appropriate;
- to respect the requirement of confidentiality;
- to assist employees on a confidential basis who seek help to overcome a drugs or alcohol-related problem;



- to be aware that there are legal implications surrounding the use of drugs and illegal substances, and that in complex cases they should seek further advice from Occupational Health as to the appropriate course of action.

### **2.3 Occupational Health**

- to work alongside third-party testing providers to ensure professional and competent delivery of drug and alcohol testing programmes outlined in this document;
- to work closely with employees who seek support in recovering from drug and/or alcohol dependency, providing professional guidance and support and facilitating treatment programmes that must be agreed and owned by the employee's line manager;
- to provide professional advice and recommendations to an employee's line manager and to work alongside the employee's line manager to facilitate a rehabilitation program which balances the needs of the business and employee;
- to ensure decisions on appropriate treatment and follow up action are owned by the relevant line manager of the business unit;
- to ensure all employees receiving support are tested throughout the period of support and a suitable period of time thereafter and that a contract stating these arrangements is signed up to by all involved;
- to ensure all employees and managers understand that formal action will be taken against employees that fail to comply with testing arrangements during this time
- to ensure that all advice given complies with the TfL Surface Transport Operational Employees Drugs and Alcohol Policy.

### **3. Monitoring**

This document will be regularly monitored to ensure that it is working in practice, being applied equally to all employees and updated where appropriate.

### **4. Ownership and Review**

This document is owned by Surface Transport Human Resources and will initially be reviewed at six monthly intervals. After one year, reviews will revert to an annual basis.



## **5. Supporting and other relevant documents**

- Attendance policy
- Discipline policy
- Code of conduct

## **6. Effective Date**

- This document is effective from 1<sup>st</sup> November 2008.

## **Part 4 – Bullying and Harassment Policy and Procedure**

## HR Policy

### P087 A4

# Bullying and harassment policy and procedure

#### Contents

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## 1 Purpose

Transport for London (TfL) aims to ensure that all employees are treated fairly, with respect and dignity, and free from bullying and harassment. Workplace bullying or harassment in any form, by or against employees, will not be tolerated.

TfL will ensure that employees are made aware of the most recent version of this policy and procedure, and any subsequent amendments.

## 2 Scope

This document applies to employees of TfL, Docklands Light Railway Limited, Rail for London Limited, London Bus Services Limited, London Buses Limited, Victoria Coach Station Limited who are on TfL employment contracts (Pay bands 1-5 and Directors) and those staff on predecessor organisations employment contracts where the individual has transferred to the employment of TfL.

## 3 Statement

TfL is committed to eradicating from work all forms of bullying and harassment which may be on the grounds of race, nationality, ethnicity, sex, disability, age, sexual orientation, religion, belief, faith, or personal characteristic.

All employees have a responsibility to help create a safe and supportive working environment and this includes behaving in a responsible, moderate and sensitive manner in dealings with others. Any serious or persistent form of bullying or harassment will not be tolerated and will be regarded as gross misconduct which may result in dismissal in accordance with TfL's Discipline at work policy and procedure.

In taking steps to eradicate all forms of bullying and harassment from the workplace, TfL acknowledges that management behaviour should always be appropriate, ensuring that departmental culture is not one that encourages or tolerates inappropriate behaviour.

TfL will proactively support those who are bullied or harassed which may include, but is not limited to, referral to Occupational Health.

## 4 Definitions

The following terms are referred to throughout this policy and procedure. The definitions attributable to them are by way of summary only and do not limit the extent or effect of any statutory definitions in any way.

### 4.1 Bullying

TfL defines bullying as offensive, intimidating, malicious or insulting behaviour, or an abuse or misuse of power or authority through means intended to undermine, humiliate, denigrate or injure the recipient. Bullying may be persistent or an isolated incident. This conduct may be of a physical, verbal or non-verbal nature.

### 4.2 Harassment

TfL defines harassment as unwanted conduct which has the purpose or effect of violating another person's dignity or creating an offensive, intimidating, hostile,

degrading or humiliating environment. It may relate to one of the nine protected characteristics - age, disability, gender reassignment, marriage and civil partnerships, pregnancy and maternity, race, religion or belief, sex and sexual orientation and may be persistent or an isolated incident. This conduct may be of a physical, verbal or non-verbal nature.

#### **4.3 How can bullying or harassment be recognised?**

In cases where the employee believes that the comments made or actions taken are demeaning or unacceptable to them as an individual, they may perceive that they have been bullied or harassed. In deciding on whether a person has been bullied or harassed TfL will consider the above definitions. By way of illustration examples of what would be regarded as unacceptable behaviour are listed below, however the list is not exhaustive:

- insulting someone (particularly on the grounds of one of the protected characteristics) or spreading rumours about them, or making inappropriate jokes, insinuations, taunts and/or derogatory comments about dress or appearance
- ridiculing or demeaning someone – picking on them or setting them up to fail which may be done by allocating them excessive and/or complex work
- inappropriate circulation or escalation of memos/emails that are critical of another employee, whereby the impact may be to undermine the employee
- exclusion from work activities or TfL social activities
- unfair treatment
- overbearing supervision or other misuse of power or position
- unwelcome sexual advances – touching, standing too close, leering or making comments about an individual's appearance
- display of offensive materials
- making threats or comments about job security without foundation
- making it unnecessarily difficult to exercise religious beliefs and practices

In considering the examples above, it is important to note that bullying and/or harassment are not necessarily face to face. An individual may be bullied and/or harassed by written communications, email or by phone. An individual may be bullied and/or harassed by a single colleague, several colleagues, a manager, peer, agency worker or a contractor.

#### **4.4 Discrimination and victimisation**

Cases of alleged direct, indirect discrimination or victimisation will normally be addressed through the Grievance policy and procedure. This includes associative discrimination which is discrimination against an employee because they associate with someone who possesses a protected characteristic.



#### 4.5 Named individual(s)

This refers to the person(s) alleged to have carried out the bullying and/or harassment.

### 5 Day to day management

Firm and fair management should not be viewed as bullying or harassment. The list below, although not exhaustive, would not normally be considered as bullying or harassment:

- where reasonable deadlines are given and are explained to the employee
- when reasonable requests are made, appropriate to the grade, ability and duties of the employee
- when alternative duties are allocated to the individual and/or occur on an ad hoc basis for which they are competent and/or qualified

Where a manager is taking action under another TfL policy or procedure, for example, Discipline at work, Attendance at work or Performance improvement, this will not be deemed to be bullying and/or harassment in the first instance, provided that this is the appropriate use of the policy and it is not being used as a response to an unrelated matter. Any concerns regarding the use of that policy should be raised within the procedure concerned at the appropriate hearing or meeting.

Equally, an employee who raises a concern under the Bullying and harassment policy and procedure in response to an action taken by their line manager under another TfL policy and procedure should be aware of the possible consequences of raising false, spurious or vexatious claims.

### 6 Requirements

- All employees are expected to act in a professional manner and within the boundaries of the TfL Code of conduct.
- The overriding objective is to prevent or stop bullying or harassment as quickly as possible in a way which minimises the distress caused to the employee who may be bullied or harassed. Managers will consider any potential action to ensure protection of the employee raising the concern as well as minimising any disruption to the organisation.
- Every employee who believes that they are being bullied or harassed will be able to seek confidential support and advice at the earliest possible stage from their manager, a trade union representative, fellow worker and/or Occupational Health.
- An employee who raises a concern will not be victimised. It will be assumed that the concern has been raised in good faith and that the employee genuinely perceives that they have been bullied or harassed. TfL recognises that it has a responsibility to assess whether the perception of the situation by the employee is reasonable.



- Named individuals of perceived bullying or harassment have the right to know a concern has been raised and by whom. At the fact-find the details of the concern will be provided and the named individual will be given the opportunity to respond.
- Regular updates will be offered throughout the process to all parties.
- Where an employee raises a concern under this procedure, the matter cannot also be raised under the Grievance policy and procedure.
- Complaints must be raised as soon as possible, but certainly within 28 days of the last incident having occurred.
- TfL will ensure that all records and documentation will be treated as strictly confidential and that all records will be held securely. Access to information will be limited to appropriate people. However, it is important to note that investigations and hearings may require the disclosure of certain facts.

## **7 Responsibilities**

### **7.1 All employees**

- Comply with the arrangements set out in this policy and procedure
- Recognise and act upon behaviours which contravene this policy
- Understand that bullying and harassment will not be tolerated and that unacceptable language and behaviour (see 4.3 above) will be challenged
- Ensure that any potentially offensive written material for example posters, postcards, email or internet material (see 4.3 above) is not displayed or circulated
- Pursue concerns via the informal process to resolve any perceived bullying or harassment unless they feel unable to and want to use the formal procedure (see section 8)
- Recognise that false, spurious or vexatious claims will not be tolerated and will result in disciplinary action and possible dismissal under TfL's Discipline at work policy and procedure
- Co-operate with any fact finding process into bullying or harassment, including attending fact finding meetings, irrespective of whether or not they have been directly involved themselves
- Be aware that they will be required to provide details of any perceived bullying or harassment which may include details of incidents – records of dates, times, any witnesses, etc.

### **7.2 All managers and employees with a leadership or supervisory role**

- Ensure all employees are aware of the Bullying and harassment policy and procedure and any subsequent amendments made to it



- Make clear to employees that bullying and harassment will not be tolerated and that unacceptable language and behaviour (see 4.3) will be challenged
- Act promptly should any potentially offensive written material for example, posters, postcards, e-mail or Internet material, be brought to their attention to ensure it is no longer displayed or circulated
- Take prompt action to stop bullying and harassment as soon as it is identified or reported
- Contact an HR representative who will provide practical advice and assistance in dealing with any perceived bullying or harassment
- Act swiftly once a complaint has been raised.

### **7.3 Advice and guidance for managers**

Line managers can receive impartial advice and guidance from an appropriate HR representative. In the first instance, line managers should contact HR Operations (by calling 1729, ext. 0800 0155 071) in relation to any new cases, in order to be directed to the relevant team, depending on the nature of the matter.

The HR representative ensures that the procedure is followed and will intervene and address the formal meeting (the employee, their companion or chair) as appropriate to ensure appropriate conduct. The HR representative is not responsible for deciding whether the case is found or what action is to be taken and can therefore normally be involved in several stages of one case. They will advise of the range of appropriate actions which may be taken to ensure they are in line with company policy and other similar cases. In exceptional cases another HR representative may be involved in the process.

If an appeal is specifically on the grounds of a breach of procedure that occurred as a result of advice from the HR representative then it will be appropriate for another HR representative to attend.

### **7.4 Trained and/or suitably experienced investigators**

- Undertake fact finding, where requested, following a formal concern being raised, to determine whether bullying and/or harassment has taken place
- Adhere to the agreed terms of reference for the investigation
- Produce a written report detailing their findings
- Maintain summary records of the fact finding

### **7.5 The role of the companion**

At the formal stages of the procedure the chosen companion can address the hearing and may:

- put the employee's case
- sum up the employee's case



- respond on the employee's behalf to views put forward at the hearing
- raise issues on matters of policy and procedure

They cannot answer questions on behalf of the employee that are directly asked of them.

Normal standards of behaviour apply to work place companions and trades union representatives. In respect of companions that are recognised trade union representatives they are entitled to carry out trade union duties as outlined within this policy and the TfL Framework for consultation and collective bargaining.

## **8 Procedure**

### **8.1 Informal approach**

Where an employee believes that they are being bullied and/or harassed they should, if possible, raise their concern in the first instance with the individual concerned. In most cases it is hoped that the problem can be resolved quickly by talking to the individual. Advice is available from HR Operations on how this may be approached.

Alternatively, employees may wish to seek the support of their line manager when addressing the situation. If the concern is about their line manager they may wish to raise it with their line manager's manager. At this stage it is important the appropriate manager seeks to understand the reasons for the belief of bullying and/or harassment. The manager should arrange a meeting to discuss the employee's concern and seek to agree ways of addressing the situation informally.

The range of options available is set out below. This is not an exhaustive list and the options are not mutually exclusive:

- the manager and/or employee meeting the named individual
- if the named individual is from a different management team, the manager and/or employee speaking to the manager of the named individual
- the manager meeting with groups of employees to remind them of their responsibilities under the Bullying and harassment policy and procedure
- mediation

The employee will also be asked if they require any form of support and whether they want to be referred to Occupational Health.

Although this is informal, a confidential summary note of actions to prevent and/or address the perceived bullying or harassment should be kept and issued to the relevant parties. Any differences in relation to the content by the employee must be kept on the file with the notes.

### **8.2 Formal approach**

In cases where:



- the employee puts the concern in writing to their line manager, or the next appropriate senior line manager (if it is against the immediate line manager), and does not want to follow the informal process, or
- the informal approach has not resolved matters

The manager will acknowledge receipt of the complaint. Upon receiving the complaint the manager should contact an HR representative and will need to establish whether any interim arrangements need to be made. If so the named individual will be informed of the allegation against them and that a further meeting is to take place to establish the details. If appropriate, the line manager will suspend the named individual or allocate them alternative duties. In cases where the employee asks to be moved or assigned alternative duties and the request is reasonable and possible, then this will take place.

Notwithstanding any interim arrangements, managers should where practicable invite the employee to a formal meeting within 7 calendar days of receiving the complaint. The purpose of this meeting is to enable the manager to fully understand the concern and consider how it can be resolved. The invitation to the meeting should give the employee 7 calendar days notice and remind them that they have a right to be accompanied by a TfL workplace colleague or a trades union representative (the companion). If the employee cannot attend due to circumstances outside their control and unforeseeable at the time the formal meeting was arranged, or the companion cannot attend on the proposed date, the employee can suggest an alternative time and date, so long as it is reasonable and it is not more than 7 calendar days after the original date. The chair will seek to take all reasonable steps to arrange a suitable date within 7 calendar days of the original hearing. Should it be that the chosen companion is not available then an alternative companion should be sought. This is to ensure the matter is resolved in a timely fashion. The 7 calendar days may be extended by mutual agreement.

### 8.2.1 Initial formal meeting

#### **Purpose**

The purpose of this formal meeting is to enable the appropriate manager to fully understand the complaint and consider how it can be resolved. The manager will also listen to any requests for support and where possible will act upon this and/or make appropriate interventions to assist the employee.

#### **Present**

- The chair of the meeting, who will normally be the line manager
- The employee and their companion (if requested)
- An HR representative may attend the meeting
- A summary note of the meeting will be captured to include key points and any follow up actions will be given to the employee within 3 working days. If they want to note any differences in the summary note, these must be provided within 3 working days of receipt.



## Conduct of the meeting

During the formal meeting:

- the employee should outline their reasons for feeling bullied and/or harassed and may make suggestions on how the matter could be reasonably resolved
- the employee should give specific examples of the perceived bullying and/or harassment along with when the behaviour has occurred and whether it was observed by anyone
- the manager should ask questions to gain a clear understanding of the employee's concerns with a view to determining a resolution.

Once the manager chairing the meeting has given the matter careful consideration, which may require an adjournment, they will then advise the employee of how they intend to proceed and confirm it in writing.

At this stage the manager may adopt one of the options below:

- state that they need more time to consider the points raised and where appropriate carry out some initial fact finding. The manager will adjourn and reconvene the meeting within 7 calendar days where they will confirm the next steps to the employee
- note the employee's concerns and confirm that they will speak to the named individual seeking to resolve the issue through informal management action. A follow up meeting will be arranged with the employee to advise them of the informal action
- note the employee's concerns and conclude that they will mediate between the employee and the named individual to resolve matters informally. This may also be done utilising an HR representative where appropriate
- note the employee's concerns but conclude that the alleged behaviours do not fall under the definitions of bullying and/or harassment. The manager will confirm that an independent fact find will not take place but may outline any support that they believe is appropriate
- note the employee's concerns and conclude that the behaviours do not necessarily fall under the definition of bullying and/or harassment but may breach the TfL Code of conduct or employment policies (e.g. there may be examples of inappropriate behaviour, swearing and poor attitude). As a result the manager will inform the employee specifically what incident(s) will be investigated and who will conduct this fact find. The fact finding process outlined in the Discipline at work policy and procedure will now be followed
- confirm that the alleged behaviours appear to fall under the definitions of bullying and harassment and that a formal fact finding investigation will be necessary. The manager will confirm that the fact find will go to a suitably trained and/or experienced person, and will outline the remit (terms of reference) of the fact find. The terms of reference may include the specific events that are to be investigated, and the likely witnesses to be interviewed, which may be extended



following further investigation. The employee will have an input into the terms of reference

Although the named individual may already have been advised of the complaint, this will now be confirmed and they will be informed that a full formal fact find is to take place. They will also be given a copy of the terms of reference, and during the fact find, given an opportunity to respond to the allegations. If not already done so and if appropriate, the line manager will suspend the named individual or allocate them alternative duties. In the first instance, it will be the named individual that may be moved, but on rare occasions, for example where it is believed that the presence of the employee who raised the concern, may also unduly influence the fact finding, they may be transferred or allocated alternative duties. In cases where the employee asks to be moved or assigned alternative duties and the request is reasonable and possible, then this will take place.

### **8.2.2 Fact find – suitably experienced and/or qualified fact finding (where appropriate)**

The line manager will contact the witnesses and make them aware of why they will be interviewed. Line managers need to ensure that witnesses are encouraged to attend and are available to attend any meeting as soon as possible. All employees who are directly involved are required to co-operate with any fact finding investigation. Employees who refuse to participate and disclose any requested information, may be subject to disciplinary action and informed that the organisation will proceed with the fact finding.

The trained/suitably experienced investigator is required to determine the facts and will:

- meet the employee (complainant), named individual and any relevant witnesses.
- complete the fact finding within 28 calendar days with an additional 7 days to complete the report. In exceptional circumstances where a longer period is required, the investigator will inform the line manager of the delay and the reasons for it. The line manager will then inform the employee who raised the concern and the named individual in writing of the delay and the reasons for it, and at least every 28 calendar days subsequently if necessary
- submit their report which will summarise their key findings and include any summary notes of meetings, statements and other facts, to the chair of the original meeting with the employee. The report will not state whether bullying or harassment has taken place as the line manager will determine this upon reviewing the facts.

At the end of the meeting a summary note will be given to both parties and signed by those in attendance. Within 2 working days, the summary note of the meeting will be given to the employee, and if they want to note any differences in the content of the notes then these must be provided within 2 working days of receiving the notes. The employee who raised the allegation is entitled to be accompanied at any fact-finding interview. In cases when the named individual is suspended or if they are likely to face a charge of gross misconduct if the allegation is found, they may be



supported by a trades union representative or work place colleague (companion) at a fact-finding interview. The companion is not permitted to answer questions on behalf of the employee/named individual or call adjournments. Witnesses are not entitled to be accompanied.

In the event that any individual is absent through sickness and not available for interview, advice should be sought from Occupational Health as to whether the reason given for absence prevents the individual from being interviewed. Interviews may still go ahead unless there are medical reasons that the employee's attendance would have an adverse effect on their mental or physical health.

### **8.2.3 Review meeting - the outcome of the fact finding investigation**

The manager of the employee who raised the concern will arrange a meeting with them and if requested, their companion. At this meeting the manager will disclose the report and inform them of their conclusion. The potential outcomes are:

#### **Bullying and/or harassment found**

In the majority of cases where the manager has concluded that bullying or harassment has taken place the named individual will be referred to a formal disciplinary hearing in accordance with the Discipline at Work Policy and Procedure. The interviews and completed report will serve as the summary report with additional information being included as required. Cases of serious or persistent bullying or harassment will be regarded as gross misconduct which may result in dismissal.

In exceptional cases the manager may decide to take informal management action to address the situation. In such cases the full reasons for taking the informal action will be confirmed in writing to all relevant parties.

#### **No bullying or harassment found**

The manager will outline the reasons why no bullying and/or harassment was found and what steps if any, will now be taken.

The manager is required to confirm their decision and the reasons for it in writing. Wherever possible this should be done at the end of the hearing following the necessary adjournment. If it is not possible to confirm the decision in writing on the day, then it should be done as soon as possible. The employee will have 7 calendar days to appeal from the date of the letter. In cases where the letter is posted and there is a delay in receipt of the letter, the appeal period may be reasonably extended by mutual agreement.

### **8.2.4 Informing the named individual**

It is important that the named individual is met in order to disclose the report, its findings and any next steps. Depending on the circumstances of the case and the next steps it will either be the chair of the formal hearing or the line manager of the named individual that meets with them. The named individual will be made aware that the person who raised the concern has the right to appeal.

## **8.3 Appeals**

The employee who raised the concern may appeal regarding the following:

- the outcome of the initial formal meeting
- the findings of the fact find and any next steps discussed at the review meeting
- the procedure was not followed correctly

The individual chairing the appeal will be a manager senior in authority to the manager who chaired the original hearing or an individual who has the authority to, if appropriate, override the original decision. They will be outside of the management chain but normally within the same directorate and should not have had any previous involvement in the case. They will meet with the employee to discuss the appeal in order to:

- fully understand why they have appealed
- consider whether the decision reached by the manager at the first formal meeting was reasonable, and/or
- decide, where the matter was investigated by a suitably trained and/or experienced individual, whether the case has been properly investigated and if the outcome is reasonable, given the facts obtained

At the appeal an HR representative may be in attendance. A summary note of the meeting will be captured to include key points and any follow up actions and will be given to the employee within 3 working days. If they want to record any differences in the summary note, these must be provided within 3 working days.

The appeal manager may uphold or change the original decision or require further fact finding where they consider the original decision was flawed and had an impact on the findings. The decision is final and ends the procedure. They will advise the employee of the outcome in writing, within 7 calendar days of the appeal meeting.

Should the appeal manager consider that further fact finding is required before a decision can be made they must inform the employee, including timescales, which would ideally not be longer than 7 calendar days. The appeal meeting will then be re-convened to advise the employee of any additional information obtained and provide the employee with an opportunity to comment. The appeal manager will then deliver the decision reached. The employee can confirm they do not wish to attend and ask for the decision in writing only.

If the appeal manager considers that based on the facts available bullying and/or harassment did occur then suitable disciplinary action will be taken.

The named individual about whom the concern was raised will be advised in writing of the outcome of the appeal as soon as possible.

#### **8.4 Privacy and data protection**

TfL will comply with privacy and data protection legislation relating to the processing of your personal data.

TfL will process your data primarily to enable us to perform our contract with you (including to perform this policy), and to enable TfL to comply with our legal obligations.



## Disclosure of records

Any reports and summary notes will be disclosed as outlined within the policy above. To protect the legal rights of all individuals involved in the investigation and fulfil TfL's duty of care as an employer, and comply with data protection and privacy legislation, TfL may need to remove information that may lead to the identification of employees and/or members of the public.

## Retention periods

Any letters, reports and summary notes will be retained for seven years from the date the matter was formally closed. When deciding upon any appropriate sanction, only warnings that are live will be disclosed or considered.

For further details, please refer to the [TfL website](#).

## 9 Support and advice

Support and advice can be obtained by speaking to your manager or online via Working at TfL.

## 10 Person accountable for this document

Name	Job title
Martin Boots	Head of Employee Relations

## 11 References

Document no.	Title or URL
P078	<a href="#">TfL Code of conduct</a>
P090	<a href="#">Discipline at work policy and procedure</a>
P093	<a href="#">Individual grievance policy and procedure</a>
P098	<a href="#">Performance improvement policy and procedure</a>
P085	<a href="#">Attendance at work policy and procedure</a>
	<a href="#">TfL Framework of consultation and collective bargaining</a>

## 12 Document history

Issue no.	Date	Changes	Author
A1	March 2008	New document.	
A2	October 2010	To take account of the Equality Act 2010.	
A3	May 2018	Document re-templated and updated for GDPR requirements CR-10320.	Jo Page
A4	May 2019	Updated to reflect changes in ER's operating model following Transformation CR-11453	Rob Woolf

## **Part 5 - Business Ethics Policy**



# Business Ethics Policy

Issue date: 18 May 2007

Effective: 21 May 2007

This supersedes any previous policy

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## Business Ethics Policy

### 1. Introduction

Employees of Transport for London (TfL) are expected to deal with customers, contractors, suppliers, colleagues and the public with the highest degree of integrity. This will be achieved by adopting responsible business practice and operating ethically in the interest of the public. Ethical behaviour is an individual and organisational requirement.

### 2. Organisational Scope

Employees of TfL, Docklands Light Railway Limited, Rail for London Limited, London Bus Services Limited, London Buses Limited, Victoria Coach Station Limited who are on TfL employment contracts (Paybands 1-5 and Directors) and those staff on predecessor organisation employment contracts where the individual has transferred to the employment of TfL.

### 3. Policy Statement

TfL aims to build good relationships with employees, partners, suppliers and the community. In helping to build these relationships, TfL expects employees at all levels to behave with the highest standards of integrity.

### 4. Requirements

As a public body organisation, employees should conduct themselves with integrity, impartiality and honesty. Employees must not use their authority or position for personal advantage or against TfL's public interest. In particular, all employees should:

- handle internal and external business affairs with complete integrity without reference to personal interest
- inform line managers in writing if they have any personal interest that might affect, or could be seen by others to affect, their impartiality in dealing with customers, suppliers, contractors or members of the public or in discharging the responsibilities of the role
- ensure orders and contracts are awarded on merit, in fair competition against other tenders, and that no special favour in the tendering process is shown
- maintain the standards of service and professional competence relevant to their role, exercise a proper level of control to prevent shortfalls, and support others to do likewise



- reject any business practice which might reasonably be deemed improper
- follow the letter and spirit of the law, guidance from appropriate professional institutions or bodies, good business practice and contractual obligations
- comply with all financial agreements entered into with TfL
- not deceive or knowingly mislead customers, the public, the Board or colleagues
- deal with members of the public sympathetically, efficiently, promptly and without bias
- inform line managers at the earliest opportunity if any part of this policy has been breached

#### **Employees must be aware:**

- that third party approaches for information, either verbal or written which may be classified as confidential must be referred to their manager
- of the implications of information getting into the wrong hands through bad housekeeping
- that steps will be taken in the event of any breach of this policy

#### **Confidentiality and accuracy of information**

- Employees should not disclose sensitive or confidential information about TfL, other than that required by the normal course of their work, unless expressly authorised to do so, in writing, by their manager.
- Employees should not use any confidential information, whether technical, commercial, financial, personal or other, for personal gain or against TfL's interests, or pass it on to others who might use it in this way. All information provided must be true, fair and not designed to mislead.
- It is essential to create an open and accountable environment in which employees feel able to raise concerns internally without fear of disciplinary or any other action being taken against them as a result of any disclosure, and be assured that an investigation will take place.

#### **Lectures, broadcasts and publications**

- Employees are encouraged to contribute to, or participate in, external discussions or publications to increase their professional or technical knowledge.
- When doing so, statements should not be made on subjects which are not yet public knowledge, or views expressed in a way which might suggest they are official policy, or refer to possible or actual decisions



in a manner likely to cause misunderstanding or bring TfL into disrepute.

- Managers should always be informed of any planned activity in this area.

Further standards appropriate to specific types of work may apply, as well as for employee conduct in the run up to local and general elections and employees should refer to the procedures within their directorate and on Source for more information.

### **Contact with the media**

When communicating with the press or media on TfL's behalf, employees must refer to the relevant press office. Employees are not permitted to speak to the press or other media without permission of the line manager or the press office.

### **Records and instructions**

Employees must ensure that any records and accounts for which they are responsible are truthful, accurate, complete, up to date, compliant with legal and any other relevant regulations and Standing Orders and suitable to be a proper basis for informed management decisions.

Employees must observe all accounting and other relevant instructions when dealing with money, credit cards etc, or handling items of potential value such as tickets and lost property.

### **Business gifts, tips and hospitality**

- tips from customers are not to be accepted
- unless stricter rules apply locally, modest business lunches and gifts from work contacts are acceptable. Employees should refer to guidance and procedures applicable to their area.
- where there is uncertainty about whether to accept gifts or hospitality employees should decline or seek the view of their manager and obtain confirmation in writing

Any conflict of interest employees may have in dealing with a supplier or offer of a gift or hospitality arising from business activities should be discussed with line managers.

### **Public Interest Disclosure Act 1998:**

The Act 1998 gives legal protection to employees against being dismissed or penalised as a result of publicly disclosing serious concerns. Where an individual discovers information believed to show malpractice or wrongdoing, this information should be disclosed without fear of reprisal. Further



information on public disclosure can be obtained from the 'Whistleblowing' policy.

## **5. Support and Advice**

Support and advice can be obtained through speaking to your manager or by contacting HR Services.

## **6. Ownership and Review**

TfL Group Employee Relations and HR Policy

## **7. Related Documentation**

Employees are encouraged to look at this policy in conjunction with:

TfL's Employment Policy

Code of Conduct

Business Expenses Policy

Discipline at Work Policy

Whistleblowing Policy

Handling Employee Data

Conduct in the run up to local and general elections – legal guidance

## **Part 6 - Safety and Wellbeing Policy**

## HR Policy

### P101 A5

## Safety and wellbeing policy

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## 1 Introduction

Transport for London (TfL) is committed to maintaining a safe and healthy working environment. This policy sets out TfL's approach to ensure that safety and wellbeing is maintained at all times, in the following:

- Emergency/Security Incidents
- Pandemic Outbreak
- Workplace Violence
- Alcohol at Work
- Misuse of Drugs and the use of Illegal Substances
- Smoking in the Workplace
- HIV and AIDS Guidelines.

## 2 Scope

Employees of TfL, Docklands Light Railway Limited, Rail for London Limited, London Bus Services Limited, London Buses Limited, Victoria Coach Station Limited who are on TfL employment contracts (Paybands 1-5 and Directors) and those staff on predecessor organisation employment contracts where the individual has transferred to the employment of TfL.

## 3 Statement

TfL recognises that safety and wellbeing is an important element of an employee's working environment. Barriers to safety and wellbeing can undermine efficiency, productivity and competitiveness. This policy has been designed to inform employees of the safety and wellbeing initiatives considered by TfL.

## 4 Support and advice

Support and advice can be obtained through speaking to your manager, or contacting HR Services. Where specific specialist guidance is required regarding medical issues, Occupational Health can be contacted.

## 5 Emergency/security incidents policy

### 5.1 Introduction

The purpose of this policy is to facilitate a coordinated means of providing TfL employees with guidance in the event of emergency/security incidents. This policy has been produced to ensure that, so far as is practicable, a consistent approach is adopted throughout TfL when dealing with various aspects of the emergency/security incidents.

An emergency or security incident is defined as 'a sudden state of danger or conflict requiring immediate action'. The emergency could affect:

- Buildings
- Transport i.e. tubes, trains or buses.



Industrial action or general travel disruption does not constitute an emergency or security incident.

## 5.2 Policy statement

Business Continuity Managers across TfL have created Business Recovery Plans for all non-operational departments delivering management and support within TfL. These plans allow the critical management functions to continue during emergencies and/or security incidents.

In most emergency/security incident situations, TfL expects management and support activities to continue to function regardless of weather conditions, transportation disruptions or other factors. With this in mind, employees are expected to make every reasonable effort to report to work during such situations.

On rare occasions emergency/security incidents may cause TfL to curtail some management and support activities or stop them entirely. A determination to reduce or cease activities will be made by the Commissioner's Office or the relevant Chief Officer(s) with guidance from the modal Business Recovery Management Team (BRMT). Decisions will not normally be made on an ad hoc, departmental basis. Once a decision is made, TfL will make its status clear and this will be communicated to department heads and HR Services.

The BRMT is a group of nominated senior managers who have responsibility for the tactical management of management and support functions following a disruption.

## 5.3 Time critical personnel

TfL values the contribution of all its employees. However, in an emergency/ security incident situation, even if TfL is severely disrupted, some functions require the on-site presence of time critical personnel to ensure continued safe and secure operations. These personnel are expected to remain at, or report to, work as scheduled during emergency/security incidents, unless specifically directed otherwise by the emergency services.

Section Heads should, in consultation with HR Services and their modal Business Continuity Manager, establish what services and staff are time critical beforehand. Arrangements to accommodate these designated personnel are detailed in departmental Business Recovery Plans.

Information on time critical personnel and Business Continuity plans can be found via this link <http://source.tfl/HelpAndGuidance/BuildingsAndFacilities/222.aspx>

## 5.4 Requirements

### 5.4.1 Attendance at work

During emergency/security incidents, every effort should be made to attend the normal place of work. Employees are reminded that it is their responsibility to present themselves for work

If TfL does not declare its offices closed as a result of an emergency /security incident, employees may nevertheless be concerned about travelling to and from work. In such cases, employees should make their own judgement about whether to



stay at home or, where the incident has occurred during working hours, to leave work early. An employees' decision, based on individual circumstances, will as far as is practicable be respected when shared with line managers. Alternative means of working must be the first consideration and it should not be assumed that because of the emergency employees will be allowed time off. Line managers should be aware of the possible options open to employees which may include:

- Working temporarily from another location (including home)
- Reduced hours
- Job sharing
- Staggered hours.

#### **5.4.2 Travel arrangements/expenses**

If during an emergency/security incident employees are unable to use public transport for any reason, they are responsible for making alternative arrangements for getting to work. Where employees choose to use their own transport they will not be reimbursed for any expenses incurred e.g. congestion charge, parking, petrol etc.

#### **5.4.3 Contact details**

Where employees encounter difficulties in getting to their normal work location, local procedures for reporting absence should be followed in the first instance. Where no local procedures are in place, the following should be considered as a means of informing line managers:

- Telephone contact: this must be the first option. Wherever possible employees must speak to their line manager
- Email contact: if telephone contact is not possible
- Reporting to the nearest TfL office.

Employees on sick leave during a declared emergency may be required to provide evidence (i.e. a doctor's certificate) to support this upon their return to work.

#### **5.4.4 Communication**

TfL recognises the importance of communication when unexpected emergency/security incidents occur. Announcements will be made in as timely a manner as possible, based on the particular circumstances involved. If the emergency results in the decision to cease parts of TfL's management and support activities, whether during standard office hours or non standard hours, communication is initiated by Internal Communications and cascaded downwards via local departments. Communication will be made as appropriate and via the following channels:

- HR Services: if operational, will notify employees generally of the status of their workplace. This information will generally be cascaded via HR offices locally
- Line Managers: employees may wish to consider providing their line manager with contact details (home and mobile numbers) and also getting, in return the contact details of their manager. This will ensure employees are able to keep in contact in the event of an emergency/security incident or denial of access to buildings



- TfL Staff Emergency Line: the Freephone message on 0800 085 2148 will be updated regularly following an event affecting any TfL Head Office building
- Email: employees are encouraged to constantly check their email account if they are able to get to it, for updates
- 'Source': the TfL staff intranet will be constantly updated to feature latest information about the incident.

Additional information is available on emergencies in a TfL building.

#### **5.4.5 Returning to work.**

Where employees have taken time off due to the emergency/security incident other than that agreed in advance with their manager, they will be expected to have a meeting with a manager and a record should be kept of this meeting. Where the line manager is absent due to the emergency incident the meeting may be conducted by another manager.

## **6 Pandemic outbreak policy**

### **6.1 Introduction**

The purpose of this policy is to facilitate a coordinated means of providing Transport for London (TfL) employees with guidance in the event of a pandemic outbreak. This document has been produced to ensure that, so far as is possible, a consistent approach is adopted throughout TfL.

### **6.2 Policy statement**

TfL expects management and support activities to remain in operation during a pandemic outbreak but it is recognised that conditions may cause TfL to curtail some or all activities. The latter is considered most unlikely. Any decision to reduce or close activities will be made by the Commissioner's Office or the relevant Chief Officer(s). Decisions will not normally be made on an ad hoc, departmental basis.

Once a decision is made, TfL will make its status clear and this will be communicated to department heads and HR Services.

Businesses in TfL have developed plans to allow functions to continue to operate in the event of a pandemic outbreak. Managers will liaise with Business Recovery Management Teams to ensure service provision is maintained as much as is practicably possible.

### **6.3 Requirements**

The information below with regard to Contact Details and Communications are similar to the Emergency/Security Incidents Policy. For ease of reference it was felt appropriate to outline these again.

#### **6.3.1 Attendance at work**

TfL has a duty of care to all employees and managing the workforce in response to a pandemic outbreak is a key element.



If a pandemic outbreak is declared, employees should make every effort to attend the normal place of work if they are fit enough to do so. It is anticipated that some employees may be considered as 'higher risk' e.g. people with:

- Asthma
- Diabetes
- Heart and lung problems
- Pregnant women.

Managers should, wherever practicable be aware of any employees within their area who have medical conditions which could make them 'higher risk'. Employees may wish to inform their manager of any medical conditions which they feel may put them in a high-risk category. Managers must refer to any general guidance or communication issued by Occupational Health before advising employees whether to come to work or stay at home. Occupational Health should only be contacted if further specific assistance is required.

There may be occasions where employees are unable to attend work for domestic reasons e.g.

- A family member being ill due to the pandemic outbreak
- School/nursery closure
- Other care arrangements.

In such cases, employees should make their own judgement about whether to stay at home. An employee's decision, based on individual circumstances, will, as far as is practicable be respected when shared with line managers.

Where absence is due to an employee needing to care for a dependant special leave may apply. In all other cases the absence can be taken as either annual leave or leave without pay subject to line manager's approval. It should not be assumed that because of the pandemic outbreak employees will be allowed time off work.

### 6.3.2 Alternative working

Where practicable and/or necessary, employees may be allowed to organise, with their manager's agreement, alternatives to the normal way of working. Alternatives **must** be agreed first with line managers who should be aware of the possible options open to employees. These may include:

- Reduced hours
- Job sharing
- Staggered hours
- Working from home.

### 6.3.3 Travel arrangements/expenses

If during a pandemic outbreak employees cannot use public transport for any reason, they are responsible for making alternative arrangements for getting to work. Where employees choose to use their own transport they will not be reimbursed for any expenses incurred, e.g. congestion charge, parking, petrol etc.



#### 6.3.4 Contact details

Local procedures for reporting absence should be followed in the first instance. Where there are no local procedures in operation the following should be considered:

Telephone contact: this must be the first option. Wherever possible employees must speak to their line manager

Email contact: if telephone contact is not possible

Employees who are sick whilst on annual leave during a pandemic outbreak must provide evidence (i.e. a doctors' certificate) to support this upon their return to work if they are wishing to claim back the time lost.

TfL will confirm whether absences relating to the pandemic will be considered as breaches in relation to the Attendance Policy when judged against the overall situation prevailing at the time.

#### 6.3.5 Communication to employees

TfL recognises the importance of communicating with employees in the event of a pandemic outbreak. Announcements will be made in as timely a manner as possible based on the particular circumstances involved.

- Internal Communications: will notify employees generally of the status of their workplace. This information will be cascaded via departmental heads
- Line Managers: employees may wish to consider providing their line manager with contact details (home and mobile numbers), and also getting, in return the contact details of their manager. This will ensure employees are able to keep in contact with their line manager in the event of a pandemic outbreak
- TfL Staff Emergency Line: the Freephone message on 0800 085 2148 will be one of a number of ways used to provide updates regarding return to work if significant numbers of employees are advised to go home or stay at home
- Email: employees are encouraged to constantly check their email account for updates if they are able to access the system
- Source: the TfL employees intranet will be constantly updated to feature latest information.

#### 6.3.6 Returning to work

Where employees have taken time off because of a pandemic outbreak whether due to their own illness or for domestic reasons, they will be expected to have a Return to Work interview with their manager. Where the line manager is absent due to the pandemic, the interview may be conducted by another manager. The Return to Work form should be completed prior to the meeting and is available on Source. Further information on the return to work interview is available in the Attendance at Work Policy or by contacting HR Services.

The Attendance at Work policy can be accessed via Working at TfL.

## **7 Workplace violence policy**

### **7.1 Introduction**

This policy sets out Transport for London's (TfL's) approach in relation to the potentially damaging effect of workplace violence. Workplace Violence is defined as "any incident in which persons are abused, threatened or assaulted in circumstances relating to their work involving an explicit or implicit threat to their safety, wellbeing or health".

TfL does not condone any form of violence. For the purposes of this policy workplace violence relates to violence occurring between an employee and a third party. In the event of workplace violence occurring between employees this will normally be dealt with under the Bullying & Harassment Policy and/or the Discipline at Work Policy

### **7.2 Policy statement**

TfL recognises effects of violence on individuals and the negative outcomes on both work performance and the organisation as a whole. TfL is determined to take action to prevent and deal with these issues.

TfL deplores violence to employees and recognises that violence is not an acceptable part of any job. TfL will therefore take all reasonable steps to enable employees to carry out their duties without fear of assault. TfL will take steps to reduce the risk of work-related violence to our employees to a level that is as low as reasonably practicable.

### **7.3 Requirements**

TfL will take the following steps to minimise the risk of workplace violence by:

- Maintaining an integrated organisational approach to tackling work- related violence
- Ensuring that measures are taken to investigate the causes of work- related violence and that incidents are properly investigated, where appropriate in liaison with the Police
- Taking all reasonable steps to support the prosecution of and/or legal action against individuals who assault employees in the work place
- Providing appropriate guidance and training on dealing with work- related violence
- Providing support and counselling through Occupational Health for TfL employees who have experienced violence at work.

### **7.4 Responsibilities**

All employees:

- Wherever possible and practical to avoid situations which may give rise to violent behaviour and to avoid fuelling a situation which may give rise to violent behaviour



- To report violent incidents immediately to their manager or supervisor and to the Police where appropriate
- To provide prompt and accurate information to their manager or supervisor concerning the circumstances regarding the incident to assist the manager in their investigation.

All managers and employees with leadership or supervisory roles:

- To encourage employees to report violent incidents, to ensure that they are reported to the Police where appropriate and recorded through the Incident Report Form procedure. Incident Report forms can be obtained from Source or the local Health & Safety Advisor in your area of work
- To ensure that work related violence is included within the appropriate risk assessment for each role and department
- Ensure the attendance of all employees at appropriate training courses
- To oversee investigations into all incidents of work related violence in order to establish their proper cause
- To arrange counselling, if appropriate, for those employees who have been involved in violent incidents. This should be arranged via Occupational Health
- To ensure that employees who are absent as a result of work related violence are given reasonable support and advice. Absence as a result of workplace violence will not normally contribute to any attendance at work infringements as outlined in the Attendance Policy.

Director of Group Health, Safety & Environment:

- To ensure that reporting, investigative and follow-up procedures for work-related violence together with local workplace risk assessments and emergency plans are audited on an ongoing basis.

## **8 Alcohol at work policy**

### **8.1 Introduction**

This policy sets out Transport for London's (TfL's) approach in respect of any employee whose performance of their duties is, or may be, impaired as a result of drinking alcohol.

### **8.2 Policy statement**

The safety of employees and customers is of paramount importance. A major factor in this respect is the ability of those who work for us to carry out their jobs safely, effectively and to the best of their ability. Therefore TfL will operate a zero-tolerance approach to alcohol to minimise any safety risks to customers and its employees. Standards have been set for employees detailing the requirements and responsibilities regarding alcohol, to ensure that their work performance is not affected in any way by the consumption of alcohol.

TfL are committed to supporting employees who come forward to the Drugs and Alcohol Assessment Treatment Service (DAATS) or to their line manager with an alcohol related problem. Where this occurs, employees will be given reasonable support and advice in dealing with the problem. If an employee fails to inform

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DAATS or their line manager before a breach of this policy, TfL is unlikely to afford any additional support and appropriate action will be taken through the disciplinary procedure. Failure to comply with this policy may lead to action being taken against them. Where such breaches are deemed to be gross misconduct, disciplinary action may result in dismissal.

Admission of a problem to DAATS under Occupational Health or to the appropriate manager before the disciplinary process is initiated, offers the employee the protection of the Alcohol at Work Policy. In addition any breaches of this policy which result in disciplinary action, will take full account of any effort made by an individual to seek help with alcohol related problems.

DAATS will not normally work with employees who have an outstanding disciplinary as a result of an alcohol problem or a related misconduct.

For further information regarding the protection of the Alcohol at Work Policy, please visit the Occupational Health web site or contact HR Services.

### 8.3 Requirements

This document is provided to make all employees of TfL and anyone engaged through a third party working on TfL premises aware that:

- The consumption of alcohol even in small quantities will adversely affect safety, performance, conduct or efficiency
- It is an employees responsibility not to come to work if they are under the influence of alcohol. The consumption of alcohol prior to commencing work, whilst at work or during meal/rest breaks in the working day, including meal/rest breaks spent outside TfL/operational premises or when on call, is strictly prohibited and may result in disciplinary action. Where such a breach is deemed to be gross misconduct then that may lead to dismissal
- In some parts of TfL, where responsibilities may be safety critical, local requirements will also apply. When visiting such areas, local procedures will be brought to the attention of employees and must be complied with. Refer to the Alcohol and drugs at work information for managers and employees.
- TfL aims to encourage employees to come forward to seek help with alcohol-related problems. Any such approach will be treated sensitively and confidentially
- The consumption of alcohol or serving of alcohol at social events on TfL/operational premises is strictly prohibited, except in designated areas where these premises have a licence to sell and serve alcohol
- It is recognised that employees may be required to attend functions on behalf of TfL where alcohol is being served. At such functions employees are permitted to consume a reasonable amount of alcohol. Employees should be mindful of their level of alcohol consumption and are reminded that when representing TfL a high level of conduct and professionalism is expected and that all employment policies and procedures apply. Should an employee bring TfL into disrepute then this may constitute gross misconduct and may result in dismissal.



## 8.4 Responsibilities

All employees:

- To comply and be familiar with all aspects of this policy and the Disciplinary Policy and Procedure
- Must not bring alcohol onto the premises, the only exception being where alcohol has been purchased during breaks for consumption away from company premises. On these occasions the seal must remain intact
- To be mindful that some medication may contain alcohol or may cause drowsiness therefore need to inform their manager if they are taking any medication that contains alcohol or may cause drowsiness.
- To seek help if they have an alcohol related problem
- To avoid colluding with colleagues whose conduct and/or performance is affected by alcohol. If found to be colluding this may lead to disciplinary action
- To co-operate with unannounced alcohol tests and screening (where appropriate)
- To notify their manager as soon as possible if they have an alcohol- related problem
- If called upon in an emergency while off duty and having been drinking, to inform the line manager of this. In this event employees cannot give advice or guidance to others.

All managers and employees with leadership or supervisory roles:

- Must ensure that they and employees in their areas of responsibility are familiar with this policy
- Provide support and apply effective controls and consistent application of this policy within their area of responsibility.
- Must ensure that appropriate and fair action is taken to deal with any failure to conform
- To be aware that some medication may cause drowsiness
- To monitor employees who have undergone rehabilitation for alcohol abuse and to ensure compliance with this policy.

Support for those seeking help and advice on an alcohol related problem is available by contacting HR Services or the Drug & Alcohol Assessment Treatment Service (DAATS) which is part of Occupational Health. It is TfL's policy to ensure any approach of this nature is treated sensitively and confidentially.

Guidance is also available from Occupational Health on the drugs that may cause drowsiness and alternatives that will not.



## **9 Misuse of drugs and the use of illegal substances policy**

### **9.1 Introduction**

This policy sets out Transport for London's (TfL's) approach in respect of the misuse of drugs and the use of illegal substances, including those drugs medically prescribed or available without a prescription.

### **9.2 Policy statement**

The safety of TfL employees and customers is of paramount importance. Indulgence in the misuse of drugs or use illegal substances can lead to dependency and resultant health problems. Research indicates that the misuse of drugs or use of illegal substances can impair an individual's performance at work and adversely affect the efficiency of an organisation. TfL aims to provide an integrated, safe and secure transport system for its customers by operating a zero tolerance approach to the misuse of drugs or use of illegal substances. Standards have been set for TfL employees' detailing the requirements and responsibilities regarding the misuse of drugs and use of illegal substances, to ensure that work performance is not affected in any way.

The term 'drugs' or 'illegal substances' used in this document are defined by law (Misuse of Drugs Act 1971) in the following ways:

- Drugs that are taken for a reason other than for a medically prescribed purpose, which includes the use of illegal substances
- Drugs which have been prescribed by a registered medical practitioner, e.g. to cure a disease, to ease pain, to help sleep, or to help relieve a psychological condition, including those containing alcohol
- Drugs that can be purchased directly from a registered pharmacist, e.g. pain relieving tablets (Paracetamol) or hay fever relief, including those containing alcohol.

TfL are committed to supporting employees who come forward to the Drugs and Alcohol Assessment Treatment Service (DAATS) or to their line manager with a drugs related problem. Where this occurs, employees will be given reasonable support and advice in dealing with the problem. If an employee fails to inform DAATS or their line manager before a breach of this policy, TfL is unlikely to afford any additional support and appropriate action will be taken through the disciplinary procedure.

Admission of a problem to DAATS under Occupational Health or to the appropriate manager before the disciplinary process is initiated, offers the employee the protection of the Misuse of Drugs and the use of Illegal Substances Policy. In addition, any breaches of this policy, which result in disciplinary action will be dealt with taking full account of any effort made by an individual to seek help with misuse of drugs or misuse of illegal substances related problems. Failure to comply with this policy may lead to action being taken under TfL's Discipline at Work Policy which may be deemed as gross misconduct and result in dismissal.

DAATS will not normally work with employees who have an outstanding disciplinary as a result of a misuse of drugs or misuse of illegal substances related problem or a related misconduct. For further information regarding the protection of the Misuse of

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Drugs and the use of Illegal Substances Policy, please visit the Occupational Health web site or contact HR Services.

### 9.3 Requirements

This policy aims to ensure that all employees of TfL (and anyone engaged through a third party working on TfL premises) is made aware of their responsibilities regarding the misuse of drugs or the use of illegal substances.

With this in mind the provisions of this policy are:

- To make all employees of TfL aware that the misuse of drugs or the misuse of illegal substances, including those medically prescribed or available without a prescription can impair performance, safety, conduct or efficiency
- To make employees aware that to misuse, possess, consume, store (except for those prescribed and available without prescription), buy or sell (or offer to buy or sell) drugs or illegal substances on TfL premises or to come to work under the influence of drugs or illegal substances will lead to action being taken under the Discipline at Work Policy. Where such breaches are deemed to be gross misconduct, disciplinary action may result in dismissal
- To encourage employees with drug related problems to voluntarily seek help
- To assist any employee who informs TfL of their work performance being impaired by the misuse of drugs or the misuse of illegal substances.

### 9.4 Responsibilities

All employees:

- To comply and be familiar with all aspects of this policy and the disciplinary implications resulting from a breach of it
- To ascertain whether there will be any side effects which may affect work performance as a result of taking medication for a medical problem
- To advise their manager if taking of medicine, pills or drugs is likely to impair work performance and to seek advice regarding alternatives from Occupational Health
- Must not consume or use illegal drugs at any time, whether on duty or not, so as to ensure they are not under the influence when reporting for duty, carrying out work for TfL or when on TfL premises
- Must not possess, store (except for those prescribed and available without prescription), or sell drugs or illegal substances on TfL premises or in vehicles, or bring TfL into disrepute by being involved in such activities outside work
- Must not collude with colleagues whose behaviour and performance is affected by the misuse of drugs or the misuse of illegal substances
- To undergo screening for drugs or illegal substances prior to appointment, transfer or promotion to a post in which they will be classified as safety critical
- To notify their manager as soon as possible if they have a misuse of drugs or misuse of illegal substances related problem.

All managers and/or employees with leadership or supervisory roles:

- Must ensure that they and employees in their areas of responsibility are familiar with this policy
- Provide support and apply effective controls and consistent application of this policy within their area of responsibility
- Must ensure that appropriate fair and consistent action is taken to deal with any failure to conform
- To identify any developing problems among their staff and to intervene when an employee's performance appears to be affected by the misuse of drugs or the misuse of illegal substances
- With the support and guidance of a People Management Advisor (PMA) Specialist must undertake investigations where an employee's performance appears to be affected by the misuse of drugs or the use of illegal substances
- In the event of the above, must take appropriate action including the disciplinary policy where necessary. This may include the referral of the employee for counselling and assistance and making arrangements for employees to undergo drugs screening tests with DAATS
- To take a non-judgemental approach whilst being involved in any investigations to address an issue related to drugs or illegal substances
- To assist employees on a confidential basis who seek help on a confidential basis to overcome a drugs related problem
- To be aware that there are legal implications surrounding the misuse of drugs or the misuse of illegal substances, and that in all cases they should seek further advice from HR Services and Occupational Health as to the appropriate course of action.

Support for those seeking help and advice on a drug related problem is available through contacting HR Services or DAATS which is part of Occupational Health. It is TfL's policy to ensure any approach of this nature is treated sensitively and confidentially.

Guidance is also available from Occupational Health on the drugs that may cause drowsiness and alternatives that will not.

## **10 Smoking in the workplace policy**

### **10.1 Introduction**

It is the policy of Transport for London (TfL) to set standards to ensure that safety is not compromised and that the health and wellbeing of its customers, employees and others working on TfL property are not adversely affected by the ill-health associated with smoking.

### **10.2 Policy statement smoking**

Smoking is prohibited in all work places with the exception of any designated smoking areas.



The use of Electronic Cigarettes (e-cigarettes) and nicotine inhalers in the work place is also not permitted. It is worth noting that E-cigarettes and nicotine inhalers are often difficult to distinguish between real cigarettes and as a result cause safety concerns.

The work place includes such areas as reception, lifts, staircases, corridors, cloakrooms, toilets, storerooms, recreation/rest rooms, kitchen areas and canteens. The policy also includes smoking being prohibited in external spaces including roof terraces and balconies. vehicles owned by or leased to TfL and its subsidiaries and driven by employees for business purposes.

Smoking detracts from the professional image TfL seeks to portray and employees who wish to smoke during breaks must use the designated smoking areas (where one is provided) and where one is not provided be a minimum of 10 metres from entrances.

TfL aims to provide a healthier working environment for all its employees and visitors. Employees should refer to local procedures for guidance on smoking breaks during the working day.

Breaches of safety requirements and this Smoking in the Workplace Policy may lead to action being taken under TfL's Discipline at Work Policy which may be deemed as gross misconduct and result in dismissal.

For employees wishing to stop smoking, the NHS offer free local help. They operate local Stop Smoking Services all over the country. Further information can be obtained by contacting the NHS SMOKING HELPLINE: 0800 169 0 169 or visit the [www.gosmokefree.co.uk](http://www.gosmokefree.co.uk) web site. Additional information and advice on Smoking Cessation Products and the Quitline free phone number can be found on the Occupational Health web site. On-line health and well-being information is also available at [www.Askwell.com](http://www.Askwell.com).

All Managers have a responsibility for communicating and implementing this policy effectively.

## **11 HIV and AIDS guidelines**

### **11.1 Introduction**

Transport for London (TfL) is committed to equal opportunities in employment, and aims to treat employees at all levels fairly, equally and with respect and dignity.

The purpose of these guidelines is to provide information and to ensure that managers are aware of their requirements to minimise risk within the workplace, of how to support employees with HIV or AIDS and how to manage any concerns expressed within their department...

### **11.2 Policy statement**

TfL aims to ensure that employees with HIV or AIDS are not discriminated against at work, because of their illness but are treated fairly, equally and with respect and dignity.



### 11.3 How is HIV passed on?

HIV can only be passed from person to person through body fluids, like blood, semen and vaginal fluid. It **cannot** be passed on through unbroken skin, through the air (like cold germs) or through ordinary social contact. Studies have shown that HIV cannot be transmitted through casual contact e.g. touching, sharing utensils, telephones or toilet seats.

People with HIV and AIDS live and work with uninfected people without putting them at any risk. In order for a person to become infected, a sufficient amount of HIV must enter their bloodstream. For someone to be infected with HIV, three things must all be present:

- **SOURCE:** HIV can only be transmitted in certain body fluids of someone with HIV
- **QUANTITY:** Only blood, seminal fluid, vaginal fluids and breast milk of someone with HIV could contain enough HIV to infect another person
- **ROUTE:** There has to be a route for the HIV into the blood stream in order for a person to become infected.

### 11.4 What happens when someone has HIV?

A few weeks after infection, the body's immune system reacts to the virus by producing antibodies. The person may have no outward signs or symptoms for many months or years. This is called asymptomatic infection and can last 10 years or longer.

Colds or flu are not a sign of immune system damage: people with HIV do not get colds more often than other people.

### 11.5 Treatment for HIV and AIDS

Increasingly it is possible to prevent or treat secondary infections using new drugs. Research continues into delaying the disease and prolonging life in someone with HIV or AIDS. Drug treatment is still experimental, but scientists understanding of how the virus works continues to improve.

### 11.6 Is there a risk of infection at work?

There is no risk where there is no direct contact with body fluids such as blood or semen of infected individuals. Managers need to undertake risk assessments including a review of working methods to see whether there may be a risk of employees coming into contact with infected body fluids. In general this risk is likely to arise only from accidents and/or their treatment and the usual good hygiene practices adopted to prevent contamination generally will be sufficient to prevent infection by the HIV virus.

### 11.7 Special precautions

In any situation requiring first-aid, certain precautions already need to be taken to reduce the risk of transmitting other infections (such as Hepatitis B). For example, first-aiders should always cover any exposed cuts or abrasions they may have with a waterproof dressing before treating a casualty and should also wash their hands both before and after applying dressings. Where body fluids have to be cleaned up

,disposable gloves should always be worn and paper towels used; these items should then be placed in hazard bags and safely disposed of.

### **11.8 Confidentiality**

Managers should treat employees with HIV or AIDS with the same sensitivity given to employees suffering from any other serious illness and ensure that any information they possess is maintained in complete confidence. They should not attempt to advise or counsel employees with HIV but should refer them to services as outlined under Advice and Support.

If an employee wishes to discuss their illness with the Medical Adviser or Counsellor this information will remain strictly confidential to the person consulted. No other employee (including the employee's manager) will be informed without the individual's specific permission, except in the unlikely situation that not to do so would contravene Health and Safety legislation. The Manager would, if necessary, be informed of the effect of the condition on safe working rather than details of the condition itself.

### **11.9 Should an employee disclose they have HIV or AIDS?**

Employees are under no obligation to disclose their condition to their employer. However, they are required to disclose all past and current illnesses and treatment, at the pre-placement checks stage and any other medical assessment. If employees do reveal this information at a medical assessment, it will remain confidential to Occupational Health.

### **11.10 Attendance at work**

Where absence from work is known to result from HIV or AIDS related illnesses, it should be treated as any other absence would be and the usual attendance guidelines will apply. Self certificates should be completed by the employee for absences of seven days or less. Medical certificates are required for absences of eight days or more to run consecutively over the period of absence. Return to work procedures also apply.

### **11.11 Attitudes of colleagues at work**

Providing general information, particularly about the methods of transmission, workplace implications (including first aid), the organisation and employee responsibilities, should help to allay any fears and ensure normal working relationships.

HIV or AIDS is included in the definition of a disability under the Equality Act 2010 and, discriminating against an employee with HIV/AIDS is a disciplinary matter. If employees refuse to work normally with a person infected with HIV or AIDS, the manager should respond as they would to other disciplinary matters and seek a resolution through normal procedures. Dismissing individuals who are, or are thought to be, HIV positive or have AIDS because of their illness or simply because of pressure from other employees would in many cases expose the employer to a claim for unfair dismissal. Suspending them may also reinforce the groundless fears of their colleagues.

## 11.12 Further information

Information, advice and support on HIV or AIDS can be obtained from the following sources:

### Internal:

- Occupational Health  
Medical Advisory Service 0845 600 2490 (1760)  
For all Treatment Services including the Counselling and Trauma Unit 0845 600 1776 (1776)
- HR Services: 1729.

### External:

- Terrence Higgins Trust Helpline 0845 1221 200  
12 noon - 10pm, daily  
Leading HIV & Aids charity in the UK and largest in Europe
- National Sexual Health Helpline 0800 567123  
(24 hours, free)  
For free, confidential information, advice and support on all aspect of HIV/AIDS and sexual health
- National Drugs Helpline (FRANK) 0800 776600  
(24 hours, free)  
Free confidential drugs information and advice 24 hours a day.
- Haemophilia Society 020 7380 0600  
(9am - 5pm, Mon-Fri)  
Provide services for people with haemophilia affected by HIV and Hepatitis C. The Haemophilia Society has a strict confidentiality policy and is committed to equal opportunities.
- Positively Women 020 7713 0222  
(10am - 5pm, Mon-Fri)  
Positively Women is the only national registered charity offering peer support - support for women living with HIV by women living with HIV.

## 12 Person accountable for this document

Name	Job title
Martin Boots	Head of Employee Relations



## 13 References

Document no.	Title or URL
P078	<a href="#">TfL Code of conduct</a>
P085	<a href="#">Attendance at work policy and procedure</a>
P090	<a href="#">Discipline at work policy and procedure</a>
P092	<a href="#">Equality and inclusion policy</a>
P103	<a href="#">Work life balance policy</a>
R2692	<a href="#">Alcohol and drugs at work information for managers and employees</a>

## 14 Document history

Issue no.	Date	Changes	Author
A1	May 2007	Document created	Jo Page
A2	October 2010	Updated to take account of Equality Act	Jo Page
A3	August 2013	Prohibiting of e-cigarettes and nicotine inhalers	Jo Page
A4	July 2017	Reference R2692 added	Jo Page
A5	September 2018	Changes to Smoking policy – as per change No. CR-10889.	Jo Page

## Part 7 - TfL Corporate Environment Framework



# TfL Corporate Environment Framework

MAYOR OF LONDON



**TRANSPORT  
FOR LONDON**  
EVERY JOURNEY MATTERS

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  - Materials and resources management
  - Pollution prevention
  - The built environment
  - The natural environment

# Introduction

## Setting the context

At Transport for London (TfL) we play an important role in supporting the Capital's economy and quality of life. We run a large operation; our services accommodate 30 million journey stages every day. We provide vital transport services and promote sustainable options that keep our city moving. In doing this, we have a responsibility to manage the environmental impacts of our activities.

London's population is increasing, and our services are growing to meet this need – we're delivering new services, greater frequency, more capacity and improved reliability.

There are challenges to be met in terms of rising costs, legal pressures and also opportunities to use good practice, innovation and smart technology.

However, we start from a good position – our environmental performance has some world class examples of good practice and we have already met some of our previous targets.

Environmental issues present us with both opportunities and challenges. Some enable us to manage costs more effectively through, for instance, reducing energy and water use. We are also improving the potential of habitats that are around our networks, so contributing to London's quality of life. Some of the challenges relate to changes in legislation, public health issues, provision of stable energy supply and planning for the impacts of extreme weather on service delivery.

This framework describes our vision and ambition for environmental performance over the longer term. It clarifies our priorities and explains how they will be delivered in a way that meets stakeholders' needs. The important environmental areas for us are set out along with objectives and targets. They illustrate why these issues are important, what we want to achieve, how they will be achieved and how we will measure progress.

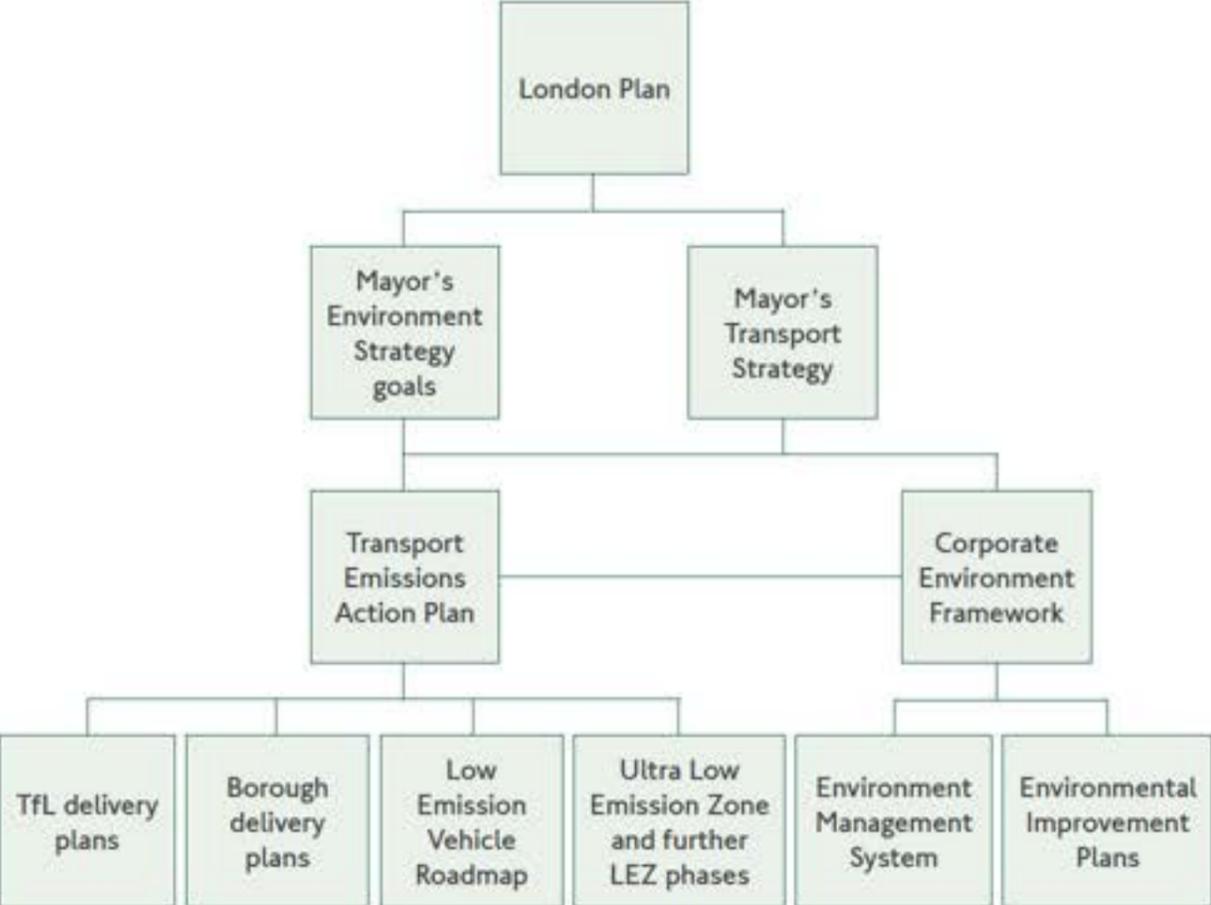
The framework covers the environmental impacts of our directly managed activities and operations, for example, delivery and operation of transport services, projects, maintenance and office functions. It also describes measures that will help us to deliver, and where possible improve, environmental legal compliance and meet other needs, for example, national requirements.

One of the principal aims of this framework is to show the contribution that our directly managed activities can make towards achieving the Mayor's environmental goals. Other elements of the Mayor's environmental aims that affect private transport across the city, are covered by other work we do, such as encouraging a reduction in emissions from vehicles in London.

It is designed to support our Business Plan and the Mayor's transport and environmental strategies. It is not intended to change existing priorities, but is focused on maximising the benefit of current and future plans.

# About us

The figure below shows how this framework fits into a programme of work that we are doing to help achieve Mayoral environmental strategies and policy.



We are the integrated transport authority for the Capital and part of the Greater London Authority (GLA). We deliver the Mayor's Transport Strategy in partnership with London's boroughs and other transport providers, such as Network Rail and the train operating companies.

We comprise the following business areas:

- London Underground (LU) – operates London's Tube network, which sees more than 3.5 million passenger journeys a day. LU has 11 lines covering 402km and serving 270 stations. During peak hours, more than 500 trains operate
- Surface Transport – provides and manages a broad range of sustainable transport services and choices, including buses, cycling and walking. Bus passenger kilometres reached 8.2 billion in 2012/13. There were also 500,000 cycling journeys and six million walking trips taking place each day. We also carry 30 per cent of the Capital's road traffic on the Transport for London Road Network (TLRN)
- London Rail – responsible for Tramlink, the Docklands Light Railway (DLR), London Overground, Emirates Air Line and the development of Crossrail



# Linking the framework to our goals

This framework shows how delivery of a sound environmental performance within our directly managed operations can help to achieve our Mayoral goals and our business goals.



Our goal is to keep London working and growing and make life in London better. When decisions are taken within our organisation we consider our customers and users, our people, our delivery and value for money. This framework helps to deliver in each of these four areas, as shown below:



### External influences that provide the context for this framework

We have set this framework in the context of potential influences or drivers that are likely to continue, increase or begin over the longer term:

- There will be more than 10 million people in London by the 2030s and we are committed to delivering a sustainable, effective system, both now and in the future
- We will continue our investment to provide a growing transport system to meet the predicted population rise in London. This will include new infrastructure and services, increased frequency, improved systems and new technologies
- We will continue to develop and deliver world-class services and policies that encourage people to choose more sustainable modes of transport
- We will continue to use world-leading technologies, including customer information systems
- There will be an increased emphasis on the importance of living and working in healthy environments. We will continually focus on improving London's air quality and reducing transport-related air pollution emissions
- Energy costs are likely to rise owing to the increasing uncertainty of fuel sources, volatility of world markets and the Government's energy market

reform. There will be a growing focus on the need to achieve energy efficiency and security of energy supply

- There will be a need to reduce transport-related carbon emissions to help tackle climate change and to meet the targets set out in national plans and the Mayor of London's statutory strategies
- We must prepare for future extreme weather and the changing climate, for example warmer, wetter winters; hotter, drier summers; and more frequent storm events and the associated likelihood of an increase in pests and diseases
- There will be an increased focus on delivering resilience to water shortages, reducing the overall use of water and water-related costs, and using more non-potable water where this is more suitable
- The cost of waste management will rise while the availability of landfill is decreasing. There will be a corresponding move from 'generating waste' to reusing and recycling materials because they are a valuable resource
- There is likely to be an increased value placed on the provision of natural environments in urban settings, including using green walls and roofs
- There will also be a higher value placed on having a well-structured, cohesive urban realm

### Essential principles

Underlying and supporting the strategic areas, objectives and targets set out in this framework are a set of common good practice environmental management principles. These are, and will continue to be, vital to ensuring their delivery:

- We consider the environment an issue that is integral to our business delivery, from inception to completion and operation of our capital projects and programmes
- We prevent and design out potential causes of negative environmental impacts in the early stages of our work
- We set and regularly review environmental targets and report publicly on how we are doing
- We deliver good environmental performance, both in-house and through our suppliers
- We identify and use good practice and innovation when designing, procuring, operating and maintaining transport infrastructure, vehicles and rolling stock
- We exceed, where possible, relevant environmental legislation to ensure that all our operations comply with legislation and encourage good practice
- We apply responsible environmental management techniques

- We will continue to implement and develop our environmental staff engagement programme

### How we deliver environmental performance

We operate a well developed Health, Safety and Environmental Management System (HSEMS) to ensure that our environmental impacts and performance are well managed. The HSEMS is regularly reviewed to take into account changes in business activities, responsibilities and legislation.

At the heart of the HSEMS are the health, safety and environment (HSE) policies, supported by a number of standards and procedures, that set requirements for our activities. The HSE policies call for us to comply both with the spirit and the letter of environmental legislation and to improve our environmental management and performance.

We also manage the environmental performance of our projects and programmes through procurement and project management processes.

Our businesses and many of our contractors produce annual Environmental Improvement Programmes, which set objectives, priorities and targets for the year ahead. We will continue to deliver some of our environmental performance in partnership with our supply chain, setting specifications, franchise and contract requirements that are closely aligned to our goals and targets.



■ London Tramlink

We monitor and report on our environmental performance regularly – periodically to internal business units, quarterly to our Safety and Sustainability Panel and annually to the public, through our Health, Safety and Environment Report. This includes information on our environmental performance and that of our main suppliers.

**Why have we developed this framework?**

It is important for us to set out how we will deliver our plans while maintaining the

best environmental performance possible. While our Business Plan and funding is set out for the next decade, having this vision for environmental performance helps us to identify where further effort and support will be needed.

Our environmental performance is good. However, using the underlying principles set out previously, we are committed to improving it further, especially as we are delivering more infrastructure and services.

There are strategic environmental areas that are important to us and our stakeholders. For each one, this framework sets out updated objectives and targets to illustrate why these issues are important, what we want to achieve, how they will be achieved and how we will measure progress.

Our key strategic areas are:

**Air quality**

Reducing polluting emissions and exposure to air pollution in London

**Carbon, energy and climate resilience**

Reducing carbon emissions and preparing for the potential impacts of climate change and extreme weather

**Resource management**

Using resources (including water) wisely and minimising waste

**Noise**

Managing and controlling transport-related noise and vibration

**Natural environment**

Respecting, protecting and enhancing the natural environment and its contribution to the quality of life

**Pollution prevention**

Proactively managing our activities to minimise and control pollution

**Built environment**

Respecting, protecting and improving the built

environment and enhancing the quality of the travel experience

We have developed five-year delivery plans that support each of the strategic goals. Highlights are summarised in the following sections.

# Managing environmental impacts, current and future performance



■ Crossrail is reusing excavated materials at Wallasea Island for the Royal Society for the Protection of Birds

# Carbon, energy and climate resilience

## Reducing carbon emissions and preparing for the potential impacts of climate change and extreme weather

We are currently the single biggest consumer of electricity in London and one of the top 10 in the UK. Electricity consumption is a significant contributor to climate change and we have a responsibility to use energy efficiently.

As we continue to invest in transport infrastructure and service capacity, one of our major challenges is how to reduce total carbon emissions. Progressively improving the efficiency of our operations is essential if this is to be achieved.

Approximately half of our carbon dioxide (CO<sub>2</sub>) emissions come from electricity used for powering the Tube; the other half is associated with hydrocarbon fuel use in buses, support fleet vehicles and emissions from the taxis and private hire vehicles that we license.

### Achievements

We set a target to reduce the normalised CO<sub>2</sub> emissions (measured in grams of CO<sub>2</sub> per passenger kilometre) from our main public transport services by 20 per cent in 2017/18, against a 2005/06 baseline (equivalent to 1990 emissions). In 2013, we reported a fall in normalised emissions to 61 grams equivalent CO<sub>2</sub> (CO<sub>2</sub>e) per passenger kilometre, slightly more than 20 per cent below the baseline (77 grams CO<sub>2</sub> per passenger kilometre). As a result, we achieved the 2017/18 target in 2013. We are now setting a more ambitious goal to support the Mayor's aim of a 60 per cent CO<sub>2</sub> reduction in London by 2025.

We have looked at how we purchase electricity, including considering lower carbon and diversified sources, and have introduced

procurement processes to develop this further. We have also put in place a range of measures to help monitor and manage our electricity use. These include installing automatic meters at more than half of our Tube stations and in many surface transport operational premises and demonstrate carbon assessment into project decision-making and management.

In addition, we have implemented energy efficiency initiatives across our head offices, Underground and Surface Transport business areas. Those that ensure efficient use of electricity to power Tube trains are best delivered as lines and trains are upgraded. Measures implemented during recent improvement work, for instance on the Victoria line, include using regenerative braking – where energy otherwise lost when trains slow down is captured and made available for use by following trains.

A number of innovative measures have been tested at Vauxhall bus station, Walworth bus garage, head office buildings and at Leicester Square and Sloane Square Tube stations. These include renewable energy, lighting, centralised cooling and heat recovery systems, plus automation and control technology. The most successful measures will be introduced elsewhere across our organisation.

We have significantly reduced CO<sub>2</sub> emissions from our bus fleet by introducing hybrid engines. Also, in our support fleet, the specification for grams per kilometre of engine emissions has consistently improved. There is also the successful ongoing Destination Green staff engagement campaign and awards,

Head Office Environment Champions and LU's Energy Saving Challenge.

We have assessed and evaluated the impacts of extreme weather and future climate change on our assets and services, referencing the 2009 United Kingdom Climate Projections (UKCP 09). We have focused on the predictions for Greater London rainfall and temperature in the 2020s, 2050s and 2080s. With today's extreme weather, we have a proactive planning approach in response to forecasts. We aim to run as many services as possible and provide accurate real-time information as a situation develops, and this has received positive feedback following the winter storms and rain of 2013/14.

#### Objectives

- We will minimise our energy use and therefore the carbon emissions of assets, buildings and vehicles
- We will use energy-efficient and low-carbon principles are embedded across all levels of the organisation
- Our energy will come from verifiable low-carbon or renewable energy sources
- We will minimise the risks to people, operations and assets from extreme weather and climate change

#### Targets

We will contribute towards achieving the Mayor's target of a 60 per cent reduction in CO<sub>2</sub> emissions by 2025 (against a 2013

baseline) by aiming for a 40 per cent cut in TfL CO<sub>2</sub> emissions.

We will further reduce the amount of carbon per passenger journey by cutting emissions of CO<sub>2</sub> per passenger kilometre by 40 per cent by 2025 (against a 2013 baseline).\*

A 40 per cent reduction in overall CO<sub>2</sub> emissions is a stretching target as our planned increase in services and infrastructure will result in a further rise in energy use. To fully meet our targets requires the reduction in the carbon intensity of grid electricity as projected by the Government's Committee on Climate Change.

We will achieve these targets by:

- Diversifying energy supply to increase the amount of decentralised energy from local generators in London. Our aspiration is to achieve 20 per cent of annual demand from these sources by 2016 and 40 per cent by 2020
- Embedding energy efficiency and resilience in business processes, for example business cases, design and procurement
- Introducing a programme of energy efficiency improvements for our assets and buildings, using the GLA's RE:FIT methodology where appropriate
- Developing a culture of energy efficiency and low-carbon behaviour across the organisation through, for example, staff engagement initiatives and performance management



TfL is delivering energy efficient lighting at many tramstops, stations, tunnels and buildings

- Using low-carbon fuels and vehicles in our fleet, including the hybrid bus roll-out; biodiesel bus pilot; trialling and promoting electric vehicle and hydrogen fuel cell technology for buses, Dial-a-Ride vehicles and our support fleet; and working with Government agencies to achieve our goals
- Taking a risk-based approach to identifying and managing key weather and climate vulnerabilities. We will keep our identified risks as low as is reasonably practical and will review them on a regular basis

#### Measuring progress

We will measure and publicly report on our carbon emissions against an annual forecast. This will cover the emissions that we have control over, for instance arising from buses, Underground and Overground trains, DLR, Tramlink and head office buildings.

We will also report on weather and climate change resilience reviews and plans.

# Air quality

## Reducing polluting emissions and exposure to air pollution in London

We are a key partner in delivering the Mayor's Air Quality Strategy, through policy measures such as the Low Emission Zone, delivering sustainable transport options and promoting low-emission vehicles, walking, cycling and smarter travel choices.

We aim to reduce emissions to air from our bus fleet, the taxis and private hire vehicles we license and our support fleet. We also aim to lead by example, demonstrating good practice in the type of vehicles we use and how they are operated. Combustion of fuel results in emissions of pollutants into the air as particulate matter (PM) and oxides of nitrogen (NO<sub>x</sub>).

The Transport Emissions Action Plan sets out our continuing work to achieve air quality improvements from wider, private transport in the Capital. This includes plans to develop an Ultra Low Emission Zone in central London by 2020. The environmental performance related to this is outside the scope of this framework.

### Achievements

We are proud to have the cleanest bus fleet in the UK as a result of fitting diesel particulate filters (DPFs) to Euro II and III vehicles and introducing diesel-electric hybrid buses, including the New Routemaster. NO<sub>x</sub> emissions will be reduced further with the early replacement of approximately 900 Euro III vehicles with Euro VI models and retrofitting the remaining Euro III buses in the fleet with selective catalytic reduction equipment.

Similar efforts are being made to reduce emissions from other parts of our fleet. Trials

of ultra low-emission vehicles will continue in the support fleet and DPFs are being fitted to Woolwich Ferry vessels. We are also working with the taxi and private hire industry to encourage the introduction of ultra low-emission vehicles.

The Mayor has called on local authorities to introduce innovative measures to improve air quality through the Mayor's Air Quality Fund. This builds on lessons learnt from the Government-funded Clean Air Fund, which:

- Trialled dust suppressants
- Fitted DPFs on buses on routes through air quality priority areas
- Encouraged behaviour change through public campaigns and advice for drivers of taxis and private hire vehicles
- Researched the air quality benefits of green walls

We have reduced dust from our construction activities, for example, at the Tottenham Court Road and Victoria station upgrade projects, and cut vehicle air emissions associated with freight transport by developing detailed delivery and equipment removal plans.

### Objectives

- We will work towards zero pollutant emissions from our fleet vehicles
- We will include air quality requirements in policies, projects and contracts



■ Our electric bus on trial from Victoria to Waterloo

### Targets

We will seek to support the Mayor's air quality targets for London by delivering a 50 per cent reduction in NO<sub>x</sub> emissions from the bus fleet by 2020, against a 2013 baseline.

We will reduce PM emissions from the bus fleet by 25 per cent by 2020, against a 2013 baseline.

These targets are ambitious but will be achievable through a range of measures including:

- Delivering selective catalytic reduction to reduce NO<sub>x</sub> emissions from Euro III buses
- Introducing 1,700 hybrid buses by 2016
- Implementing a technology and fuel demonstration programme to reduce emissions from buses, including trialling hydrogen and electric buses

- Continuing to implement our support fleet environmental policy, working with the Office for Low Emission Vehicles to achieve air quality and carbon reduction goals

- Working in partnership with Government, the EU and other transport organisations and technical experts to continue trialling new technologies and fuels. Hydrogen buses are a small but important part of the fleet and the first electric buses began running in London 2014. Infrastructure development will continue to support these emerging technologies and trials of wireless induction charging is the next important step

- Specifying, through procurement and contracts, that our suppliers must meet emission requirements for their vehicle fleets

### Measuring progress

We will measure and report publicly on the 50 per cent reduction target for NO<sub>x</sub> and 25 per cent reduction target for PM emissions by 2020, against an annual forecast.

# Noise

## Effectively managing and controlling transport-related noise and vibration

Noise is an important part of determining quality of life in the Capital. Sound levels or vibration from transport, such as train and vehicle movements, construction works or public announcements, can affect those who work or live close to the transport system.

We want to ensure that noise disturbance is minimised wherever possible. As a result we make every effort to specify noise limits and good practice on construction sites, trains and vehicles that are at least as good as statutory standards. We also make sure public announcements at stations are limited to the minimum required.

We have to balance the need to deliver improvement projects quickly with an obligation to reduce noise nuisance, especially at night, to residential and business neighbours, in partnership with local planning authorities.

### Achievements

Construction activities are monitored carefully to ensure that agreed noise limits and operating hours are adhered to. We communicate plans for out-of-hours working to neighbours in advance.

We have recently seen a significant increase in construction works as part of our improvements, including for Crossrail and on major LU projects. This is in addition to our regular maintenance. While associated noise complaints often mirror the amount of construction work taking place, there has been a gradual decline in the number of noise complaints that we receive.

Much has been done to reduce noise from buses, trains, support fleet vehicles, rail and road surfaces, and we will continue to trial and use improved technology and materials. Measures have been implemented that help us minimise noise, especially during night-time engineering hours.

### Objectives

- We will reduce noise and vibration from our vehicles and rolling stock
- We will reduce noise and vibration from our transport infrastructure and operations
- We will reduce noise and vibration from our maintenance and improvement programmes
- We will develop a target for surfacing the TLRN with lower-noise materials

### Targets

- Reduce the number of noise-related complaints
- Respond to 100 per cent of noise and vibration complaints regarding rail services within 10 working days, and deal with 90 per cent of these within the target date
- Review the Section 61 (construction noise consenting) process and deliver improvements applicable to large, medium and small projects
- Ensure 90 per cent of buses in our fleet are at least two decibels quieter than the required legal limit by 2015

We will achieve these targets by:

- Continuing to test and use improved technology and materials, including targeted trials for solutions relevant to specific locations, with the aim of reducing noise impacts
- Ensuring effective communication with local residents and businesses potentially affected by noise or vibration from construction and maintenance activities

- Producing a regular summary of rail complaints by, for instance, service area
- Developing a tool showing areas with jointed track and a programme for replacement
- Completing the roll-out of quieter trains on all LU sub-surface lines by 2016

### Measuring progress

We will measure and report annually on progress in achieving our noise targets and the associated delivery plans.



■ Our new trains are quieter for customers and neighbours

# Materials and resources management

## Using resources (including water) wisely and minimising waste

We aim to ensure that we use resources responsibly, by minimising our consumption of natural resources and encouraging the reuse and recycling of materials. The amount of waste produced increases or decreases in direct relation to the volume of maintenance or construction activities carried out as we expand our transport services. We intend to minimise waste as much as possible and reach a position where 'unwanted' materials are no longer referred to as 'waste', but are considered a potential resource.

Some of our businesses have a good track record in recycling up to 99 per cent of waste materials, but we can do more by sharing good practice across the entire organisation. While the amount of unwanted materials produced depends on the nature of the work being carried out, opportunities for designing-out waste and reusing and recycling apply to all construction projects.

### Achievements

Our head offices achieve the Department for Environment, Food and Rural Affairs (Defra) good practice water consumption target of 6m<sup>3</sup> per full time equivalent (FTE) person per year. They also achieve recycling rates of 62 per cent (working towards a target of 75 per cent).

We have standards promoting the use of sustainable drainage. There are also growing numbers of water recycling systems for train, bus and coach depots and stations. Green roofs have been installed at key head offices, depots and stations to help capture rainfall.

We have worked to achieve excellent local reuse of waste on construction or maintenance projects. For example, some of the work on the Metropolitan line embankments achieved 100 per cent reuse of waste materials.

### Objectives

- We will continue to minimise generation of waste as far as possible
- For any waste still generated, we will develop a normalised target for reduction, for example, per project spend or passenger kilometre
- We will develop a target for reducing hazardous waste
- We will prioritise reuse of resources and maximise opportunities for recycling unavoidable waste, using innovation and new systems where practical
- We will optimise opportunities to recover energy from remaining waste
- We will continue to purchase reused materials or those with a high recycled content

### Targets

- We will reuse, recover and recycle 99 per cent of non-hazardous waste, with interim targets of 30 per cent for recovery by 2031, in line with The London Plan

- Our head offices will aim to achieve a shift from current Defra good practice performance of 6m<sup>3</sup> water consumption per FTE to Defra best practice of 4m<sup>3</sup> per FTE

We will achieve these targets by:

- Designing-out waste in construction and design
- Delivering a reduction programme for hazardous waste
- Continuing to invest in low-use and recycled water technologies
- Developing a system to quantify how much

we spend on having our waste treated, recycled and disposed of to help us target priorities for where to reduce waste

- Creating a waste exchange process for our organisation and contractors
- Requiring larger capital projects and programmes to achieve external sustainable building or infrastructure certification, equivalent to 'very good' or 'excellent' where possible

### Measuring progress

We will measure and report annually on progress made towards achieving our targets and key programme delivery.



■ Our construction site at Tottenham Court Road is recycling and reusing all of its waste

# Pollution prevention

## Proactively managing activities to minimise and control pollution

Our activities require the use of materials and substances such as fuels, oils and solvents that could pose an environmental risk if not managed properly. Our HSEMS puts controls in place to prevent spills, leaks and incidents. There are opportunities to further prevent pollution through designing-out or minimising the use of harmful substances where possible, as well as good management practices.

### Achievements

We have assessed the risk of pollution and ensured controls and contingencies are built into local emergency plans. Our HSEMS, along with training for staff and contractors, helps to encourage good management practices, but there is more that could be done to improve some of our operating premises, and those of our main suppliers. Opportunities to 'design-out' pollution will be taken, where possible, for new premises or during refurbishment.

Audits are carried out to check that procedures are being followed at our buildings, construction sites and main suppliers' operational premises. We follow an incident reporting procedure to establish trends and inform the audit and remedial works programme.

### Objectives

- We will embed best practice to prevent pollution
- We will minimise the risk of pollution and ensure no pollution incidents occur as a result of our activities

### Targets

- Zero pollution incidents each year

We will achieve this target by:

- Annually assessing and reducing risk for our highest risk sites
- Improving processes for reporting and investigating environmental incidents

### Measuring progress

We will measure and report annually against our pollution prevention target and on progress with our delivery programmes.



■ We regularly deliver spill prevention training

# The built environment

## Respecting, protecting and improving the built environment and enhancing the travel experience and wider quality of life that London offers

We are helping to achieve the London-wide aim of improving the built environment, or urban realm. This contributes to the quality of life in the Capital and helps to create a strong sense of place, for example at interchanges.

Through sustainable design and construction, we can reduce exposure to pollution and noise and help to prevent crime. We aim to lead the way in designing measures to manage rainwater run-off and make the city increasingly resilient to more frequent extreme weather events.

In addition, many of our buildings, stations and assets have a strong heritage that contributes to London's identity, that we have a responsibility to preserve.

### Achievements

Steps have been taken to enhance the pedestrian environment by removing clutter, recognising the needs of people with disabilities and improving the appearance of the urban realm. In addition to improving our own networks, we support work through the boroughs' Local Implementation Plans.

Huge efforts have been made to improve cycling infrastructure, stations and interchanges, which is helping to enhance London's reputation as a place to visit and do business. Working with other transport authorities and partners, we have achieved excellent design on schemes including Windrush Square in Brixton, Kingsland High Street in Hackney, the King's Cross terminal

and new Crossrail stations. Several projects have received honours, including Civil Engineering Environmental Quality Assessment awards and Building Research Establishment Environmental Assessment Method awards, in recognition of best practice.

We share experience and good practice with borough councils, housing associations and built environment professionals through guidance documents that make up the Streetscape toolkit and supporting Urban Design London to share best practice.

### Objectives

- We will develop a target for the number of schemes achieving an improvement in urban realm scores
- We will improve the built environment to support an integrated, safe and seamless travel experience
- We will protect and restore our heritage assets
- We will embed sustainable design and maintenance solutions to enhance development of the built environment
- We will apply a holistic approach to design governance across the organisation
- We are recognised as a leader in design standards for the built environment

# The natural environment

Respecting, protecting and enhancing the natural environment and its contribution to the quality of life

We will achieve these objectives by:

- Implementing a programme to update design and material guidance and, in 2014, we will publish:
  - Refreshed London cycling design standards
  - Refreshed Streetscape guidance for the TLRN
  - Guidance for the development of our stations and interchanges
  - Pedestrian Design Guidance
- Surveying, recording and understanding our assets and their heritage value, to identify opportunities for conservation and restoration

- Exploring and developing a method to measure improvements in the quality of the built environment starting in 2015
- Continuing to work with English Heritage, conservation officers and other interested stakeholders to share information and develop best practice
- Communicating the value of the built environment across our organisation

#### Measuring progress

We will measure and report annually on progress against our built environment activities and delivery plans.



■ We deliver schemes to improve all aspects of the urban realm

We have significant land holdings across London, particularly along track sides and the verges of the TLRN. These spaces provide vital habitat for flora and fauna as well as green links through the Capital. The natural environment is a key contributor to improving the quality of life in London.

In addition, adding 'green infrastructure' can provide ecosystem services including ecological benefits, capturing polluting particulate matter, providing shading and cooling and reducing the speed and nature of run-off water.

The pressures on the natural environment continue to increase as there is more competition for space, both on and off our networks. We are also seeing a rise in pests, diseases and weed species such as Japanese knotweed.

#### Achievements

LU's Biodiversity Action Plan and the Green Estate Management Plan for the TLRN set out our plans to continue managing the natural environment responsibly, and to look for opportunities to enhance the value of our land as a habitat and resource to be enjoyed by residents and visitors.

We have robust processes in place to protect the natural environment and install green infrastructure whenever possible. These also help us to react quickly to threats, such as outbreaks of oak processionary moth caterpillars.

#### Objectives

- We will protect, manage and enhance the natural environment within our land holding
- We will develop the habitat and biodiversity potential of the natural environment
- We will develop a valuation system to measure losses and gains, building on the experience we gained when working with the boroughs to place a value on street trees
- We will manage the natural environment to help alleviate the impacts of extreme weather and climate change

#### Target

- We will measure and report on the percentage of our land holding with improved habitat and biodiversity quality

We will achieve this by:

- Publishing a refreshed Green Estate Management Plan for the TLRN
- Communicating the value of the natural environment across the organisation, including improving skills and competence relating to key biodiversity issues
- Developing a method to measure biodiversity losses and gains starting in 2015
- Surveying and recording the biodiversity value of our assets to identify priority areas for protection and enhancement as part of management plans



■ The Emirates Air Line

- Developing and improving plans to inform future management and enhancement of the natural environment and to help reduce the impacts of extreme weather events and climate change. Starting in 2015, this will include:
  - Biodiversity protection and enhancement
  - Succession planting
  - Control of pest and diseases
  - Control of harmful weeds and invasive plants
- Continuing to work with Natural England, the Forestry Commission, the London Tree Officers Association, RSPB and other interested stakeholders to share information and develop best practice

#### Measuring progress

We will measure and report annually on progress against our objectives and target for improved habitat and biodiversity quality.

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## Schedule 17

### TfL Materials

- 1 If stated in a Call-Off Contract that this Schedule 17 is to apply, this Schedule 17 shall apply to the relevant TfL Materials.
- 2 TfL shall provide the Partner with the TfL Materials, provided that:
  - (a) title to TfL Materials will remain vested in TfL at all times;
  - (b) risk in TfL Materials will be vested in the Partner at all times from the point of delivery to the Partner until TfL Materials are returned to TfL, and the Partner shall maintain adequate insurance cover against loss or damage to TfL Materials;
  - (c) the Partner shall only use TfL Materials for the purpose of supplying the Deliverables to TfL under this Agreement, and not make any change or modification to TfL Materials;
  - (d) the Partner shall promptly inform TfL of any failure or breakdown of any TfL Materials; and
  - (e) the Partner shall,
    - (i) procure that any tangible TfL Materials delivered to the Partner are stored in a proper manner in conditions which adequately protect and preserve and insure them without charge;
    - (ii) ensure that no identification on TfL Materials is tampered with; and
    - (iii) ensure that they are stored separately from any other property and are clearly identified as belonging to TfL.
- 3 If, while in the Partner's possession or under its control, any TfL Materials are lost, damaged or destroyed, the Partner shall at its cost and at TfL's option (without prejudice to TfL's other rights under this Agreement or otherwise):
  - (a) replace TfL Materials with identical equivalents (or, where identical equivalents are not available or if TfL Materials are tangible, provide such suitable equivalents as are acceptable to TfL, acting reasonably); or
  - (b) repair (or have repaired) TfL Materials to full working order and condition.
- 4 If the Partner fails to replace or repair TfL Materials in accordance with paragraph 3, TfL may (without prejudice to its other rights or remedies) carry out such repair or replacement (or have such repair or replacement carried out) and recover the costs of doing so from the Partner as a debt.

## Schedule 18

### TUPE

#### 1 Definitions and interpretation

In this schedule:

**Exit Event** means the occurrence of the End Date

**Regulations** means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time

**TUPE Transfer** has the meaning given in the Regulations

#### 2 No transfer of employees

2.1 It is the belief of the parties that this Agreement, the arrangements envisaged under it, the commencement of the Deliverables, and each and any Exit Event do not and will not constitute a TUPE Transfer for the purposes of the Regulations.

2.2 If at any time any contract of employment or engagement or any liability regarding the employment or engagement of any person has transferred or is alleged to have transferred to TfL, any TfL Party and/or any Replacement Partner (as applicable) in connection with this Agreement, an Exit Event or the Deliverables (**Transferring Employee**), the Partner shall indemnify and hold harmless TfL, each TfL Party and/or any Replacement Partner against all Losses incurred (whether directly or pursuant to a warranty or indemnity given or to be given to a third party in connection with the employment or engagement of any and all Transferring Employees, the termination of such employment or engagement, and/or any alleged breach of the Regulations).

#### 3 Partner Personnel

3.1 At no time during the Term shall any Partner Personnel, as a consequence of the provision of the Deliverables (or any part of them), be an employee or a worker of each TfL Party.

3.2 The Partner shall indemnify and hold harmless TfL, each TfL Party and/or any Replacement Partner against Losses incurred in connection with or as a result of any claim or allegation that any or all of the Partner Personnel are employees or workers of any TfL Party or any of their subcontractors.

4 For the avoidance of doubt, TfL shall be entitled to disclose the terms of this Schedule 18 to any prospective Replacement Partner.

## Schedule 19

### Bonds and Guarantees

#### Part 1 - Security

#### 1 Financial Distress Events

1.1 The Partner warrants that in the twelve (12) months prior to the Effective Date, no Financial Distress Event has occurred or is subsisting (or any event that would be deemed to be a Financial Distress Event under this Agreement had this Agreement been in force) and there are currently no matters that it is aware of that could cause a Financial Distress Event to occur or subsist.

1.2 The Partner shall notify TfL as soon as reasonably practicable (and in any event within 10 Days) after becoming aware of the occurrence, or likely occurrence, of the following (**Financial Distress Event**):

- (a) the Partner's "Credit Safe" rating falls by more than 15% below the rating at the date of this Agreement (which is 97);
- (b) the Partner issues a profits warning to a stock exchange or makes any other public announcement, in each case about a material deterioration in its financial position or prospects;
- (c) a public investigation commences into improper financial accounting and reporting, suspected fraud or any other impropriety of the Partner;
- (d) the Partner commits a material breach of covenant to its lenders;
- (e) any of the following:
  - (i) any litigation commences against the Partner with respect to financial indebtedness greater than £5,000,000 (five million pounds sterling);
  - (ii) non-payment by the Partner of any financial indebtedness;
  - (iii) any financial indebtedness of the Partner becoming due as a result of a Partner's Default;
  - (iv) the cancellation or suspension of any financial indebtedness in respect of the Partner,

in each case which TfL reasonably believes (or would be likely to reasonably to believe) could directly impact on continued performance and delivery of the Deliverables in accordance with this Agreement.

#### 2 Assessment Process

2.1 On or around the anniversary of the Effective Date and at any time after such first anniversary but not less than every twelve (12) months thereafter, the Partner will, if required by TfL,

- 2.2 The Assessment Process will comprise an assessment of the Partner's performance by TfL. The Assessment Process is without prejudice to any other right or remedy TfL has under this Agreement and/or any Call-Off Contract.
- 2.3 The Assessment Process will include:
- (a) an assessment of the Partner's performance against the requirements of this Agreement (including Call-Off Contracts) including the requirement for it to proceed regularly and diligently with the performance of its obligations under this Agreement;
  - (b) the Partner's performance against the Service Levels;
  - (c) the Partner's health & safety performance and environmental performance against the requirements of this Agreement (including Call-Off Contracts);
  - (d) an assessment of the Partner against the criteria set by TfL for the appointment to this Agreement to ensure it continues to satisfy such criteria during the Term;
  - (e) any material change in status of ownership or the financial standing of the Partner or which TfL believes will materially adversely affect the ability of the Partner to provide the Deliverables;
  - (f) verification that the warranties given at the commencement of the Agreement under clause 17 (Capacity and Authority) are still valid and correct in their entirety; and
  - (g) the adequacy and provision of any financial instruments and insurances' as required by this Agreement.
- 2.4 Prior to making a decision regarding the outcome of the Assessment Process the Partner will be invited by TfL to respond to any areas where there is the potential to fail the Assessment Process in order to determine if there is a valid reason and/or if there are adequate measures in place to prevent a recurrence.
- 2.5 As a result of the Assessment Process TfL will either:
- (a) confirm with the Partner that it has passed the Assessment Process;
  - (b) confirm with the Partner that it has passed the Assessment Process but advise of the areas which in TfL's opinion require improvement;
  - (c) notify the Partner that it has failed the Assessment Process and provide a period of time not exceeding 3 months, or such other period as TfL in its absolute discretion considers appropriate, in which the Partner will be afforded the opportunity to correct the reason for failure failing which paragraph 2.5(d) shall apply; or
  - (d) advise the Partner that it has failed the Assessment Process.
- 2.6 If the Partner fails the Assessment Process, then in addition to and without prejudice to any other rights or remedies it may have TfL may at its discretion notify the Partner in writing that the failure of the Assessment Process is a Call-Off Suspension Event.



## Schedule 20

### Environmental, Social and Corporate Governance and Sustainability

- 1 The GLA Group has defined 'Responsible Procurement' as the purchase of goods, works and services in a socially and environmentally responsible way that delivers value for money and benefits to TfL and to London.
- 2 The Partner shall undertake their activities under this Agreement and any Call-Off Contract in line with the principles contained in its Responsible Procurement Policy and, where relevant, the ambitions contained with the Responsible Procurement Implementation Plan.

The Responsible Procurement Policy can be found at:

[https://www.london.gov.uk/sites/default/files/gla\\_group\\_responsible\\_procurement\\_policy\\_2021.pdf](https://www.london.gov.uk/sites/default/files/gla_group_responsible_procurement_policy_2021.pdf)

The Responsible Procurement Implementation Plan can be found at:

[https://www.london.gov.uk/sites/default/files/gla\\_group\\_rpip\\_2022-24.pdf](https://www.london.gov.uk/sites/default/files/gla_group_rpip_2022-24.pdf)

- 3 TfL will proactively conduct its procurement process in line with the GLA Group's Responsible Procurement Policy. Following its obligations derive social, economic and environmental benefits for London and Londoners, and in compliance with EU and UK legislation, TfL is committed to applying these principles in its procurement of goods, works and services, where the required criteria for performance and cost effectiveness can be met. TfL will actively promote 'Responsible Procurement' throughout its supply chain.
- 4 The Partner shall have in place and implement policies to promote these principles.

**Schedule 21**

**Cyber Security**

Cyber Security Management Schedule  
Standard  
Version 1.0



Document Information

Document name:	Cyber Security Management Schedule – Standard
Brief description:	This Schedule defines the cyber security requirements for TfL Supplier managed environments
Document Author:	Roger Dias
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## 1. Security Standards

- 1.1. This Schedule uses the definitions set out on ANNEX 2.
- 1.2. Where the Supplier is processing or storing TfL Data on a regular basis, there will be a requirement for the Supplier to be:
  - 1.2.1. Independently certified to ISO/IEC 27001:2013 or latest version, with a scope which covers TfL's Data.
    - 1.2.1.1. Independently tested to verify that the systems used to process TfL Data meet the requirements of the UK government promoted Cyber Essentials Scheme and/or Network & Information Systems (NIS) Directive.

## 2. Security Principles

- 2.1. The Supplier acknowledges that security, data protection and confidentiality are of fundamental importance in relation to its performance of this Agreement and TfL's ability to retain public confidence. The Supplier shall always comply with the security principles set out in this paragraph in the performance of this Agreement.
- 2.2. In recognition of the importance that TfL places on security, data protection and confidentiality, the Supplier shall ensure that a director or relevant individual of the Service Provider, as agreed by TfL, is made aware of the risks set out in the Security Management Plan and is assigned overall responsibility for ensuring that:
  - 2.2.1. appropriate members of the Supplier Personnel and the Supplier's management team take responsibility for managing the different levels of security risk and promoting a risk management culture.
  - 2.2.2. a Security Risk Register is produced and maintained throughout the Term and that all Security Risks are documented in an appropriate manner and are included in any contract risk register for this Agreement if one is in place. The Security Risk Register must be available for audit when reasonably required by TfL.
  - 2.2.3. a Service Asset Register is produced and maintained throughout the Term and that all Service Assets are documented in an appropriate manner in the service asset register and shall identify the criticality of the relevant supplier assets in the delivery of this Agreement. The Service Providers



service asset register must be available for audit when reasonably required by TfL.

2.2.4. supporting policies are implemented (where relevant) and communicated with Supplier Personnel.

2.3. The Supplier shall, and its sub-contractors shall, at all times ensure that:

2.3.1. security threats to TfL Data, the Supplier's IT environment, and the Services are minimised and mitigated.

2.3.2. the Services fully comply at all times with:

2.3.2.1. the Security Requirements set out in Annex 1 and 3 of this Schedule.

2.3.2.2. the Security Management Plan.

2.3.2.3. Good Industry Practice.

2.4. The Supplier shall not (and shall ensure that the sub-contractors shall not) use any Cloud Services for, or in connection with, the performance of this Agreement (including in relation to any TfL Data) without TfL's prior written approval and, if so provided, the Supplier shall ensure that any such Cloud Services complies with this Schedule.

### 3. Security Management Plan

3.1. Within the timescales identified in ANNEX 1 (Security Reporting) the Supplier shall submit to TfL for Approval (and thereafter maintain) a Security Management Plan which as a minimum shall:

3.1.1. set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Services and all processes associated with the delivery of the Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure the Services comply with this Schedule.

3.1.2. state any other cyber security industry standards over and above those set out in this Schedule which are applicable to the Services.

3.1.3. state all applicable Law which relates to the security of the Services; and

3.1.4. state how the Supplier shall comply with any other security requirements TfL may



- 3.1.5. reasonably request from time to time.
- 3.2. The Supplier shall review and update the Security Management Plan at least annually and as required in response to:
  - 3.2.1. changes to the Cyber Security Standards
  - 3.2.2. emerging changes in Good Industry Practice
  - 3.2.3. any relevant Contract Change and/or associated processes
  - 3.2.4. any new perceived or changed security threats and
  - 3.2.5. any reasonable request by TfL.
- 3.3. The Supplier shall submit any amendments to the Security Management Plan for Approval by TfL.



## ANNEX 1 – Security Requirements

### 1. Risk Management

1.1. The Supplier shall:

- 1.1.1. implement a Risk Management process for the purpose of identifying, assessing, mitigating, monitoring, and reporting upon cyber security risks.
- 1.1.2. organise and manage a risk management forum where risks identified will be discussed and addressed (*Security Reporting- Security Risks within the Risk Register*).
- 1.1.3. conduct threat and risk assessments on any part of the Services that are new or have been materially changed since the last threat and risk assessment was conducted (*Security Reporting- Security Risk Treatment Plan*).
- 1.1.4. risks identified will be discussed with the relevant member of TfL.

### 2. Engagement and Training

2.1. The Supplier shall:

- 2.1.1. screen all Service Provider Personnel prior to the Supplier authorizing access to the Services the Supplier is performing on TfL's behalf. (*Security Reporting - Joiners, Movers & Leavers Notification*)
- 2.1.2. conduct criminal record checks on all Supplier Personnel who have access to any Services the Supplier operating on behalf of or TfL. The level of checks should be consistent with British Standard 7858 (BS7858-[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/417085/BS7858.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/417085/BS7858.pdf))
- 2.1.3. ensure all Supplier Personnel have been vetted in accordance with HMG Guidance for overseas individuals – <https://www.gov.uk/government/publications/criminal-records-checks-for-overseas-applicants>
- 2.1.4. make a reasonable determination of whether the individual constitutes an unreasonable security risk taking into consideration the duties of the individual, the type and sensitivity of information to which the individual may be exposed, and all applicable laws.



- 2.1.5. require all Supplier Personnel to proactively disclose criminal offences to the Supplier unless prohibited by applicable law.
- 2.1.6. ensure that all persons employed or retained to perform the Services receive security awareness training annually and supervision at a level and in substance that is appropriate to that individual's position and the Supplier's obligations under this Agreement.
- 2.1.7. not permit any person the Supplier hires or uses to access or obtain any TfL Data unless that person is contractually bound to the Supplier in writing to keep TfL Data confidential on terms no less protective than the terms applicable to the Supplier under this Agreement.

### **3. Asset Management**

- 3.1. The Supplier shall implement controls to manage Service Assets throughout its lifecycle. These controls will include processes for acquiring, using, maintaining, and disposing Service Assets.
- 3.2. Service Assets used to access or manage TfL Data and Services must be under the authority of the Supplier or TfL and have a standard set of security controls deployed upon them. These Assets must be placed into a "known good" state prior to being provisioned into the environment of the Supplier. Unless otherwise agreed with the TfL in writing, all Supplier assets are expected to meet the set of security requirements set out within Annex 1.
- 3.3. The Supplier shall:
  - 3.3.1. maintain an inventory of all Service Assets.
  - 3.3.2. use secure methods when disposing of Service Assets.
  - 3.3.3. maintain records of the disposal of Service Assets.
  - 3.3.4. through the operation of the Supplier's Change Management process, manage changes to any Service Asset.

### **4. Architecture and Configuration**

- 4.1. The Supplier shall implement and maintain security assets such as industry standard firewalls that protect the perimeter and internal components of the Services environment.

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**CyberSecurity**

EVERY JOURNEY MATTERS

**TfL RESTRICTED**

- 4.2. The Supplier shall follow industry standards for Asset Hardening and Secure Configuration.
- 4.3. The Supplier shall remove or disable unnecessary utilities from operating systems, configurations and restrict access rights to least privilege.
- 4.4. The Supplier will ensure that any preconfigured passwords delivered with any Service Assets are changed prior to their implementation for use in the Services environment.
- 4.5. Where the Supplier manages user authentication controls for the Service Provider Personnel to access the Services, the Supplier must:
  - 4.5.1. enforce minimum password complexity, such as requiring passwords to be case sensitive, or requiring passwords to contain a minimum of twelve characters and a combination of upper-case letters, lower-case letters, numbers, and/or special characters.
  - 4.5.2. require regular change of passwords at predetermined intervals, and which limit reuse.
  - 4.5.3. require multi-factor authentication for privileged access.
- 4.6. The Supplier will establish a software development lifecycle for the purpose of defining, acquiring, developing, enhancing, modifying, testing, or implementing information systems.
- 4.7. The Supplier shall ensure that web-based and mobile applications used to store, receive, send, control or access TfL Data are monitored, controlled and secure.
- 4.8. The Supplier shall implement and manage a Change Management process to manage changes that occur within the Services environment.

## 5. Vulnerability Management

- 5.1. The Supplier will implement and maintain a Vulnerability Management programme, which will include the following elements:
- 5.2. security patches will be applied to Service Assets as soon as possible in line with vendor recommendations in accordance with the Change Management Process.
- 5.3. a process to test rogue wireless access points. (*Security Reporting - Wireless Access Point Scan Reports*)

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CyberSecurity

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- 5.4. Internal and external network vulnerability tests that are carried out at least quarterly. An external, qualified party should be resourced to carry out the external network vulnerability tests. (*Security Reporting - Penetration Test Report*)
- 5.5. External and internal penetration tests using the Supplier's penetration testing methodology that is based on industry-accepted penetration testing approaches that cover the all-relevant systems and include application-layer as well as network-layer tests. All test results are kept on record and any findings are remediated in a timely manner.
  - 5.5.1. The Supplier will ensure that all penetration tests conducted upon the Services it provides are performed by approximately industry accredited organisations.
- 5.6. The Supplier shall implement an Intrusion Detection System (IDS) and/or an Intrusion Prevention Solution (IPS) technique to detect / prevent and alert on intrusions into the network.
- 5.7. The Supplier shall maintain industry standard processes for defending against malware / Trojans / virus infections. The Supplier shall maintain a programme of anti-malware/anti-virus updates to keep provisioned Assets free of infection.

## 6. Supply Chain Security

- 6.1. The Supplier must maintain an inventory of all suppliers / sub-contractors it utilises. This should be in the form of a supplier matrix with roles and responsibilities defined.
- 6.2. The Supplier must ensure that its suppliers and sub-contractors involved in the provision of Services meet or exceed the standards set forth in this Schedule.
- 6.3. The Supplier must conduct security assessments upon its supply chain to ensure all suppliers of Services to its present a low or no risk to the Service it is providing to TFL.

## 7. Incident Management



- 7.1. The Supplier will implement and maintain an Incident Management Plan which will be used to respond on breaches to the Service. The Incident Management Plan will include the following:
  - 7.1.1. Definition of roles, responsibilities, and communication and contact strategies in the event of a compromise, including notification of customers.
  - 7.1.2. Specific incident response procedures.
  - 7.1.3. Analysis of legal requirements for reporting compromises.
  - 7.1.4. Coverage of all critical system components.
  - 7.1.5. Regular review and testing of the Incident Management Plan.
  - 7.1.6. Incident management Support Personnel that are available to support the Services.
  - 7.1.7. Training of Supplier Personnel.
  - 7.1.8. Inclusion of alerts from all security monitoring systems.
  - 7.1.9. Modification and evolution of the Incident Management Plan according to lessons learned and to incorporate industry developments.

## 8. Logging and Monitoring

- 8.1. The Supplier shall implement and maintain a solution which enables all access to network resources and Data to be tracked and monitored using a centralized logging mechanism that allows thorough tracking, alerting, and analysis on a regular basis (at least daily) as well as when an abnormality/incident occurs.
- 8.2. The Supplier shall deploy and maintain a File-Integrity Monitoring solution to alert Supplier Personnel via its centralized solution to unauthorized modification of critical systems.
- 8.3. The Supplier shall ensure that all systems shall be provided with correct and consistent time and audit trails that are secure and protected, including File-Integrity Monitoring for Data classified as Confidential to prevent changes of existing Log Files and/or generate system alerts.
- 8.4. The Supplier shall ensure that audit trails for critical systems are kept for a period in-line with industry standards.

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## 9. Data Security

9.1. The Supplier shall:

9.1.1. implement and maintain a Key Management Solution in-line with industry standards.

9.1.2. implement and maintain encryption of TfL Data while it is at rest.

9.1.3. implement and maintain encryption of TfL Data while it is in transit.

9.1.4. not provide encryption keys used to secure TfL Data to a third party or the ability to break such encryption.

9.1.5. implement and maintain the logical separation of TfL Data, even in the case of equipment or technology failure.

9.1.6. implement, where supported by available technology, the logical separation of audit records related to TfL Data and activities, even in the case of equipment or technology failure, segregate tenancy traffic from management network traffic.

9.1.7. not use TfL Data for test or development purposes without the written approval of TfL.

9.2. The Supplier shall segment the environment to ensure specific classified types of Data are not accessible to unauthorized individuals.

9.3. The Supplier shall ensure that all Service Assets have appropriate tools or applications installed to protect against malicious software.

## 10. Identity and Access Management

10.1. Where the Supplier's Personnel are accessing any part of the Supplier's Systems that may contain TfL Data, the Supplier must:

10.1.1. implement access control policies and procedures that address onboarding, off-boarding, transition between roles, regular access reviews, limitations and usage control of administrator privileges, and inactivity timeouts.

10.1.2. identify and segregate conflicting duties and areas of responsibility, such as separation of duties.

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- 10.1.3. maintain a current and accurate inventory of computer accounts.
- 10.1.4. review the inventory of computer accounts on a regular basis to identify dormant, fictitious, or unused accounts.
- 10.1.5. enforce principles of "least privilege" and "need to know".
- 10.1.6. review user access rights on a regular basis to identify excessive privileges.
- 10.1.7. enforce a limit of logon attempts and concurrent sessions.
- 10.1.8. ensure that all users of the Services are allocated a single unique ID for accessing the Services environment.
- 10.1.9. ensure any system administration functionality is strictly controlled and restricted to those Supplier Personnel who need to have access to such functionality and that the ability of Supplier Personnel to change the configuration of the Service Assets is appropriately limited and fully auditable.
- 10.1.10. ensure that Supplier Personnel are informed of what constitutes acceptable access of operational or IT technology, Data and networks and the consequences of non-compliance.
- 10.2. For physical access the Supplier shall:
  - 10.2.1. Implement and maintain a CCTV system to monitor the external building elevations, the main reception area, any other personnel entrance points, the goods delivery point(s), the external fire exit doors from the building and the entry / exit point into the area(s) processing the TfL Data. The System shall maintain a minimum of 30 days recording.
  - 10.2.2. ensure external lighting for the building shall support any external elements of the CCTV system and give sufficient lighting for natural observation. Where this is not possible the CCTV system shall include infra-red lighting.
  - 10.2.3. ensure that physical access to the areas used to process or store TfL Data shall be physically controlled (e.g. electronic access control system).
  - 10.2.4. ensure that access to the areas processing or storing TfL Data should be restricted to those people working on the Services or those who have an operational requirement to access the area.



- 10.2.5. Implement an electronic access control system to control and manage access into the building and internal areas used to process and store TfL Data. The System should log all activities, alarms and events and hold data for a minimum of 90 days.
- 10.2.6. Define and document procedures to manage visitor and temporary access into the building and internal areas used to process and manage TfL Data.

## 11. Compliance

- 11.1. The Supplier shall have a documented compliance plan and conduct regular reviews (at least annually) to ensure that the security of TfL Data cannot be compromised.
- 11.2. TfL may require the Supplier to assist with TfL's Cyber Security assessment process. This may result in a full physical and logical information security review at all relevant locations in accordance with the Right to Audit section of the Agreement
- 11.3. Unless otherwise stated, the Supplier must respond to any requests for information or Data to be provided to TfL in relation to the Supplier Services within 30 days of notice.

## 12. Business Continuity

- 12.1. The Supplier shall provide a Business Continuity Plan that demonstrates how they will maintain the contracted service level in the event of an emergency. The Business Continuity Policy and Business Continuity Plan must align with the best practice detailed in the standard ISO/IEC 22301 Business Continuity Management.
- 12.2. The Supplier's Business Continuity Policy and Business Continuity Plan will be subject to an annual review by the Supplier and the updated documents will be shared with TfL no more than 12 months following the previous submission. TfL, acting reasonably, reserve the right to request further information relating to the Supplier's Business Continuity arrangements, including but not limited to exercise schedules and reports, and the Supplier will make all efforts to respond promptly to such information requests.



### 13. Security Reporting

The Supplier shall provide communicating metrics about security, risk, and the performance of security controls to TFL.

Supplier Reporting	Timeframe for submission to TFL
Security Management Plan	Within 20 days of the Contract Commencement Date.
Security Risk Assessment Methodology	Within 20 days of the Contract commencement date, and when significant changes to this document occurs.
Joiners, Movers & Leavers Notification	Every 3 months the Supplier will provide TFL a report on all Supplier Personnel who have joined or left the delivery of the Services provided to TFL.
Security Risks within the Risk Register	Within 3 months] of the Contract commencement date, and then at least 5 Business Days before each management meeting.
Security Risk Treatment Plan	Within 3 months of the Contract commencement date, and then at least 5 Business Days before each management meeting.
Security Risk Status Reports	Monthly from the Service commencement date and throughout the remainder of the Term of the Contract.
Penetration Test Report	At least annually following the Service commencement date, or within [two (2) months] following each significant change to the System or Assets (whichever is the sooner).
Wireless Access Point Scan Reports	Within 3 months] of the Contract commencement date, and then every three 3 months.
Review of actions following each Security Incident	Within 1 month] after each Security Incident and each Information Security Event (following the Service commencement date)
Security Improvement Plan	At least annually following the Service commencement date or within [one (1)



	month] following the identification of significant new vulnerabilities or threats (whichever is the sooner).
Review of Security Controls	At least annually following the Service Commencement Date.
Review of the corrective and preventive actions	At least annually following the Service commencement date.



## ANNEX 2 – Definitions

<b>Security Management Plan</b>	means the Service Provider’s security plan developed and revised pursuant to Paragraph 3.
<b>Cyber Essentials Scheme</b>	means the UK government scheme encouraging organisations to adopt good practice in information security, focussing mainly on technical controls rather than governance, risk, and policy.
<b>Vulnerability Management</b>	Vulnerability management is the various processes, tools, and strategies of identifying, evaluating, treating, and reporting on security vulnerabilities and misconfigurations within an organisation’s software and systems.
<b>Network &amp; Information Systems (NIS) Directive</b>	Network & Information Systems (NIS) is intended to establish a common level of security for network and information systems.
<b>Business Continuity Plan</b>	A Business Continuity Plan helps a company survive and continue running after a major disruption or disaster. It highlights the step-by-step process of what should be done to prevent risks that can lead to a business having to close.
<b>Intrusion Detection System (IDS)</b>	An Intrusion Detection System (IDS) is a monitoring system that detects suspicious activities and generates alerts when they are detected.
<b>Intrusion Prevention Solution (IPS)</b>	An intrusion prevention system (IPS) is a network security tool (which can be a hardware device or software) that continuously monitors a network for malicious activity and takes action to prevent it.
<b>Asset Hardening and Secure Configuration</b>	Asset Hardening and Secure is the process of reducing the attack surface of an Service Asset.
<b>Cloud Services</b>	Cloud Computing Services is the delivery of computing services including servers, storage, databases,



	networking, software, analytics, and intelligence over the Internet
<b>Incident Management Plan</b>	An Incident management Plan is a series of steps taken to identify, analyse, and resolve critical incidents, which could lead to issues in an organisation if not restored.
<b>TfL Data</b>	means data created, generated or collected, during the performance of the Services (or any part thereof), including Personal Data and data supplied to TfL and members of the TfL Group in connection with the Services or this Agreement.
<b>Good Industry Practice</b>	means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced service provider engaged in the same type of undertaking under the same or similar circumstances.
<b>File-Integrity Monitoring</b>	File Integrity Monitoring is used to monitor and alert changes to Data files.
<b>Service Asset Register</b>	means a register of all Information Assets relating to the Services connected to this Schedule.
<b>ISO/IEC 22301</b>	means the proposed standard that specifies security requirements for disaster recovery preparedness and Business Continuity Management Systems (BCMS).
<b>ISO/IEC 27001</b>	means the information security standard specification for an Information Security Management System (ISMS), with an emphasis on measuring and evaluating how well an organisation's ISMS is performing.
<b>Security Incident</b>	means a potential or actual event or attempted breach of security affecting the confidentiality, integrity or availability of the Service which processes or holds TfL Data.
<b>Security Policy</b>	means any TfL security policies as amended by TfL from time to time.
<b>Security Risk</b>	meaning all risks associated with the security of the Services which may have a negative impact upon the agreed security posture, including information security



	and any risks identified pursuant to the Security Management Schedule.
<b>Security Risk Register</b>	means a register of Security Risks produced and maintained as detailed in paragraph <b>Error! Reference source not found.</b>
<b>Service Assets</b>	means all assets and rights including all physical assets, Software, IPR, as well as spares and components whether in storage, repair or on sites, used by the Service Provider to provide the Services in accordance with this Agreement;
<b>Log File</b>	A log file is a computer-generated data file that contains information about usage patterns, activities, and operations within an operating system and/or , application.
<b>Service Provider Personnel</b>	means all employees, agents, consultants and contractors of the Service Provider or of any Sub-Contractor
<b>Service Provider Premises</b>	means any land or building where the Service Provider carries out any part of this contract
<b>Key Management</b>	the activities involving the handling of cryptographic keys and other related security parameters (e.g., passwords) during the entire life cycle of the keys, including their generation, storage, establishment, entry and output, and destruction.
<b>Risk Management</b>	the process of identifying, monitoring and managing potential risks in order to minimize the negative impact they may have on an organisation.



## ANNEX 3 – List of relevant Policies and Standards

### TO BE PROVIDED BY TFL UPON REQUEST

P116 Information Technology Security Policy

- This policy defines TFL's requirements for managing Information Security.

P009 Operational Technology Cyber Security -Operations and Maintenance

- This policy defines TFL's requirements for Operations and Maintenance.

P008 Operational Technology Cyber Security -Projects and Upgrades

- This policy defines TFL's requirements for Projects and Upgrades.

P006 Operational Technology Cyber Security

- This policy defines TFL's requirements for Cyber Security in Operational Technology.

S1735 Information Technology Access Control

- This standard provides guidance on how employee access should be limited to different types of data.

S1736 Network Information Security

- This standard covers the security of all transmissions within an organisation's network.

S1740 Cryptography

- This standard covers best practices in encryption.

S1747 Physical and Environmental Security of Tfl's Information Technology

- This standard describes the processes for securing buildings and internal equipment.

S1790 Information Security Asset Management

- This standard describes the processes involved in managing data assets and how they should be protected and secured.

S1791 Operational Information Security

- This standard provides guidance on how to collect and store data securely, a process that has taken on new urgency thanks to the passage of the General Data Protection Regulation (GDPR) in 2018.

S1793 IT System Acquisition, Development and Maintenance

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- This standard detail the processes for managing systems in a secure environment.

S1794 Information Security Supplier Management

- This standard covers how an organisation should interact with third parties while ensuring security.

IS1795 Information Security Incident Management

- This standard covers how an organisation should manage information security incidents.

S1796 Information Security Aspects of Business Continuity Management

- This standard covers how business disruptions and major changes should be handled.

S1797 Information Technology Compliance

- This Standard identifies what government or industry regulations are relevant to the organisation, such as ITAR.

S1771 Operational Technology Cyber Security -Projects and Upgrades

- This standard covers how Projects and Upgrades should be managed.

S1772 Operational Technology Cyber Security-Operations and Maintenance

- This standard covers how Cyber Security should be managed in Operations and when performing maintenance activities.



**Schedule 22**

**Bid Documents**

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# Transport for London

RESPONSE TO INVITATION TO SUBMIT FINAL TENDERS

Response to Appendix 11

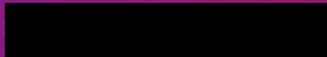
PART 1. General Quality Evaluation Criteria

**SECTION 1: Research and Development Innovation Roadmap (RDRM)**

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Presented by: 

Head of Transport, Central Government

  
Sopra Steria

Three Cherry Trees Lane,  
Hemel Hempstead, HP2 7AH, UK

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# Innovation Collaboration Framework

Please provide a Research and Development Roadmap (RDRM) in the form of a table which identifies your significant Emerging Technology Products that are of relevance to TfL's Framework Themes set out at Paragraph 2.2 (Scope) of the Specification, and which TfL could decide to pursue under the partnership. The RDRM should reflect your current plans for the next four years and include the following:

- i. Based on your Roadmap for three Emerging Technologies, identify their development trajectory over the next four years
- ii. Cross referencing of products with the TfL Framework Themes with which they are expected to assist
- iii. A description of the proposed products
- iv. An indication of timings of the activities through to completion
- v. An indication of the expected Benefits to TfL
- vi. Your assessment of the considerations that will be relevant to the Emerging Technologies and products on your RDRM

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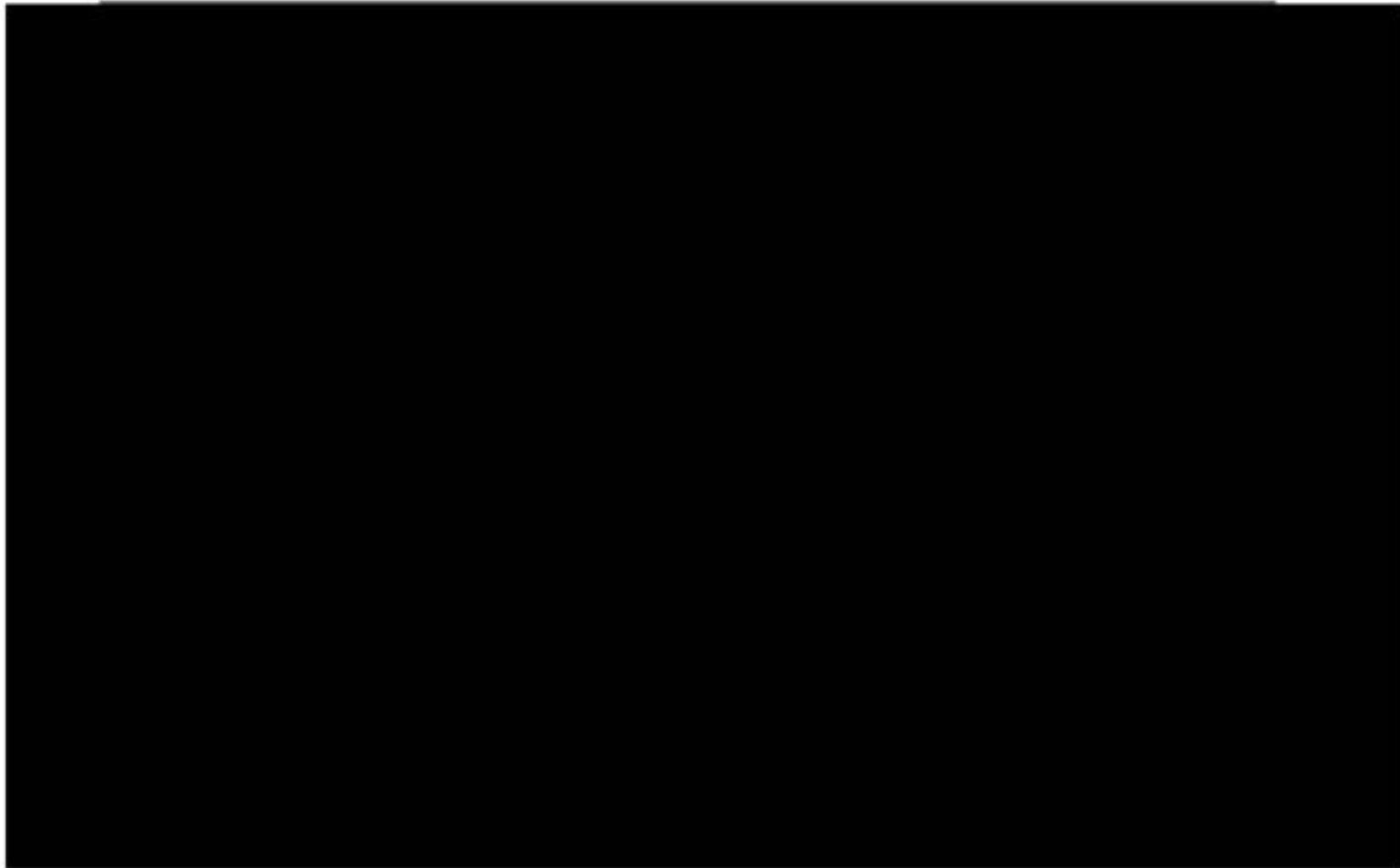


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## **Digital Enablement Platform (DEP)**

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## Description

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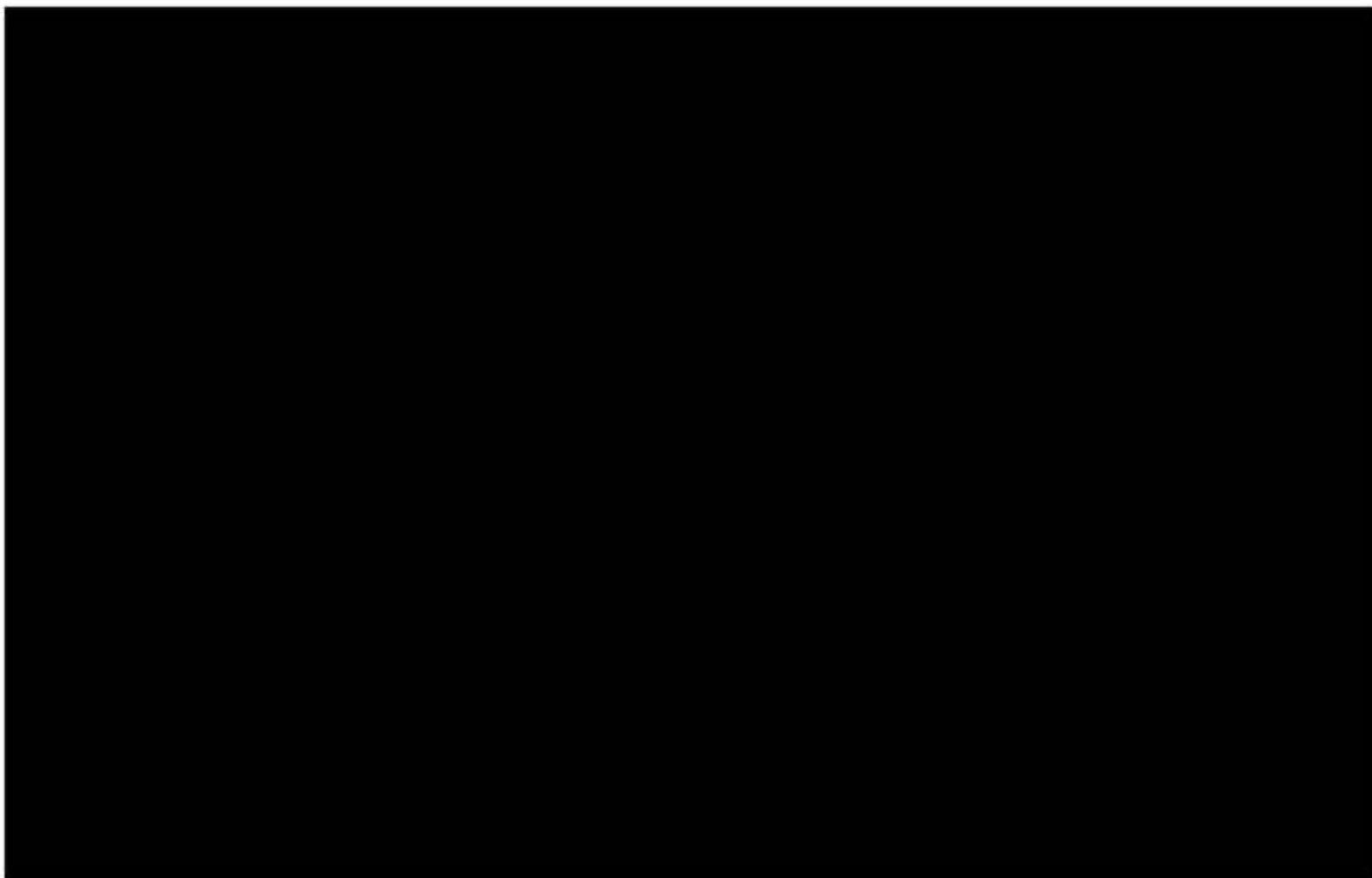




[REDACTED]	[REDACTED]

Table 1: DEP Components







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## **Alive Intelligence**

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## Description

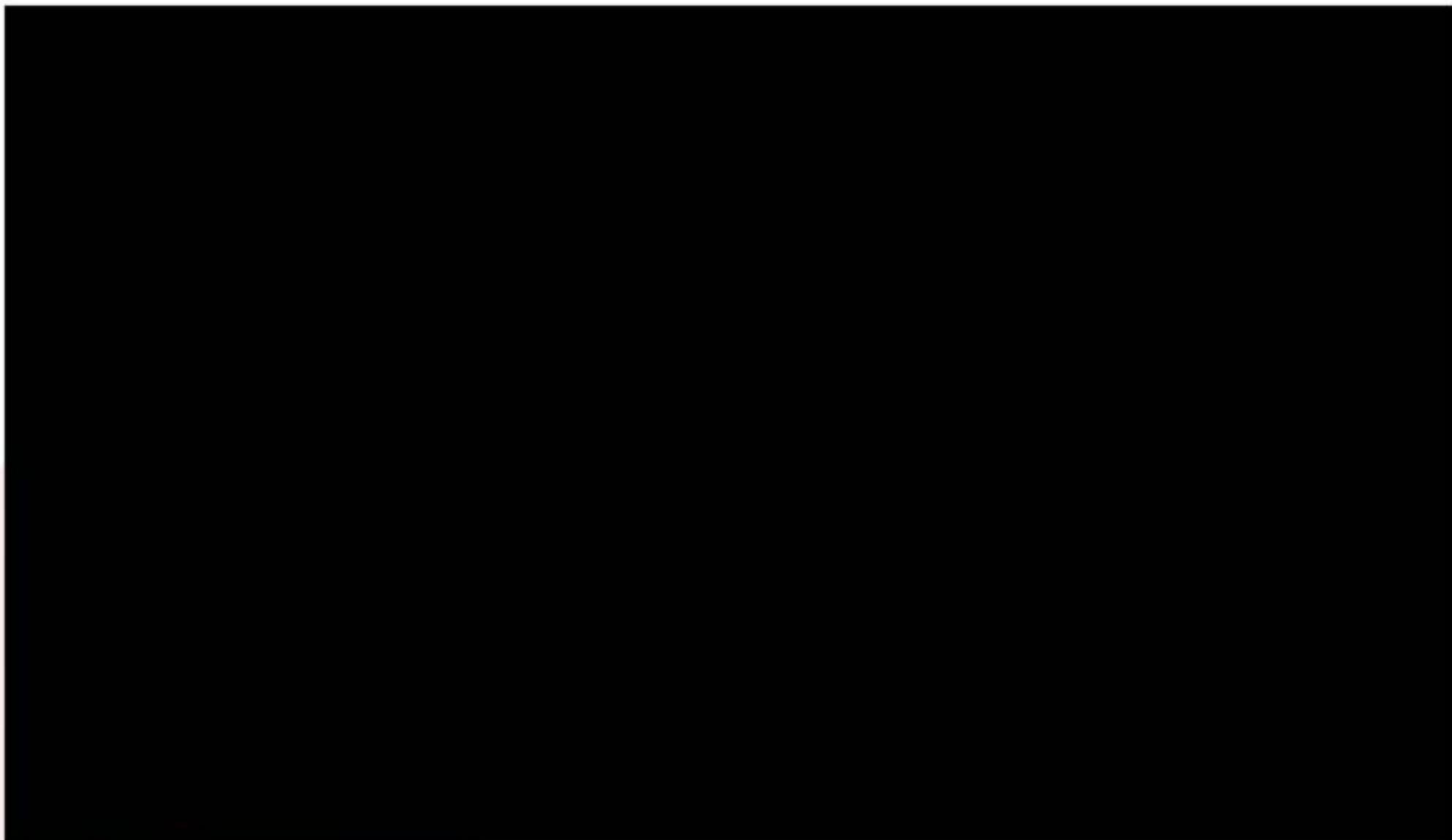
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## **Graffica System Development Kit (GSDK)**

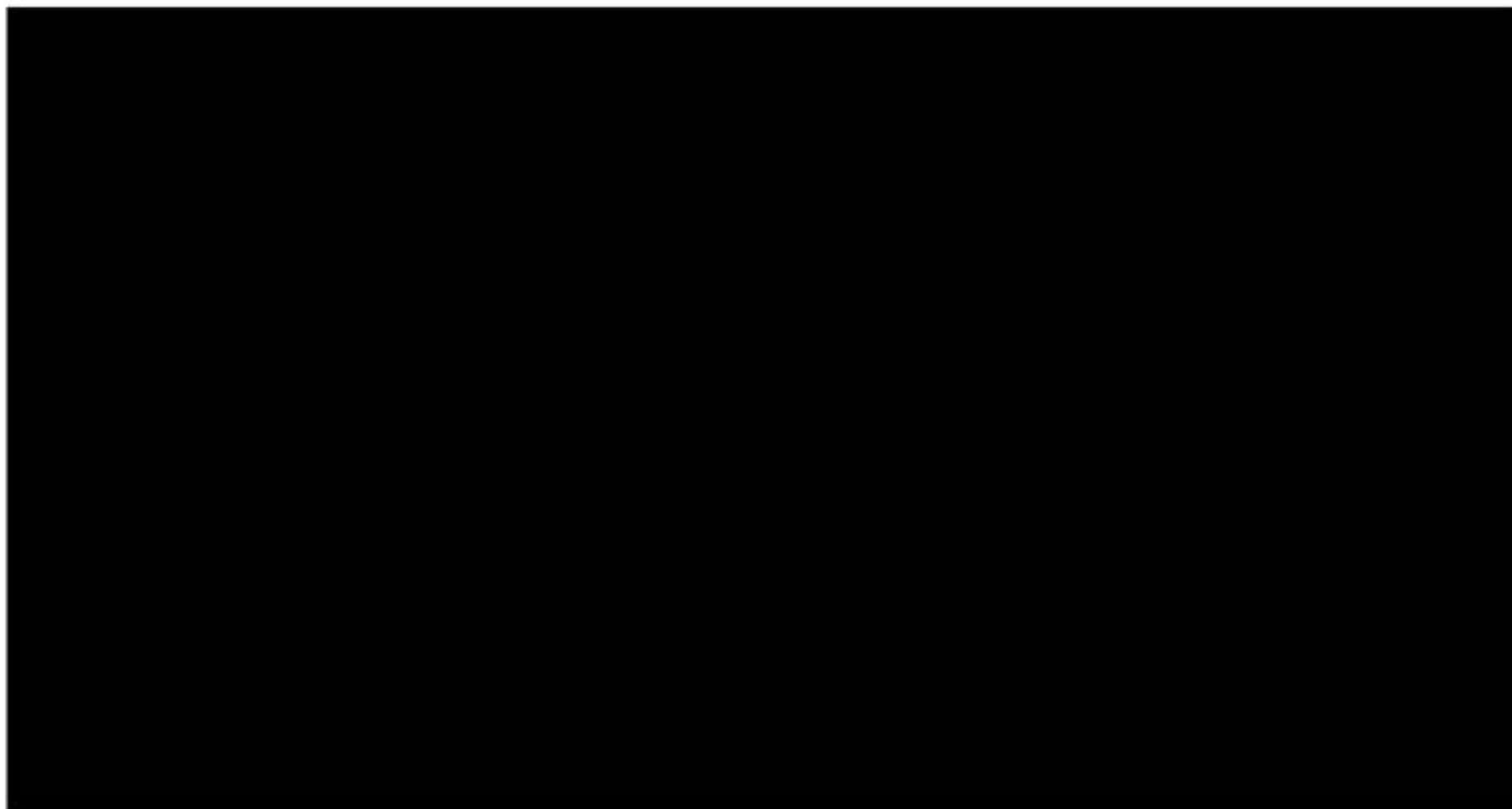
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## Benefits

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## Activity Timeline

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Figure 5: Example Development Timeline

## Considerations

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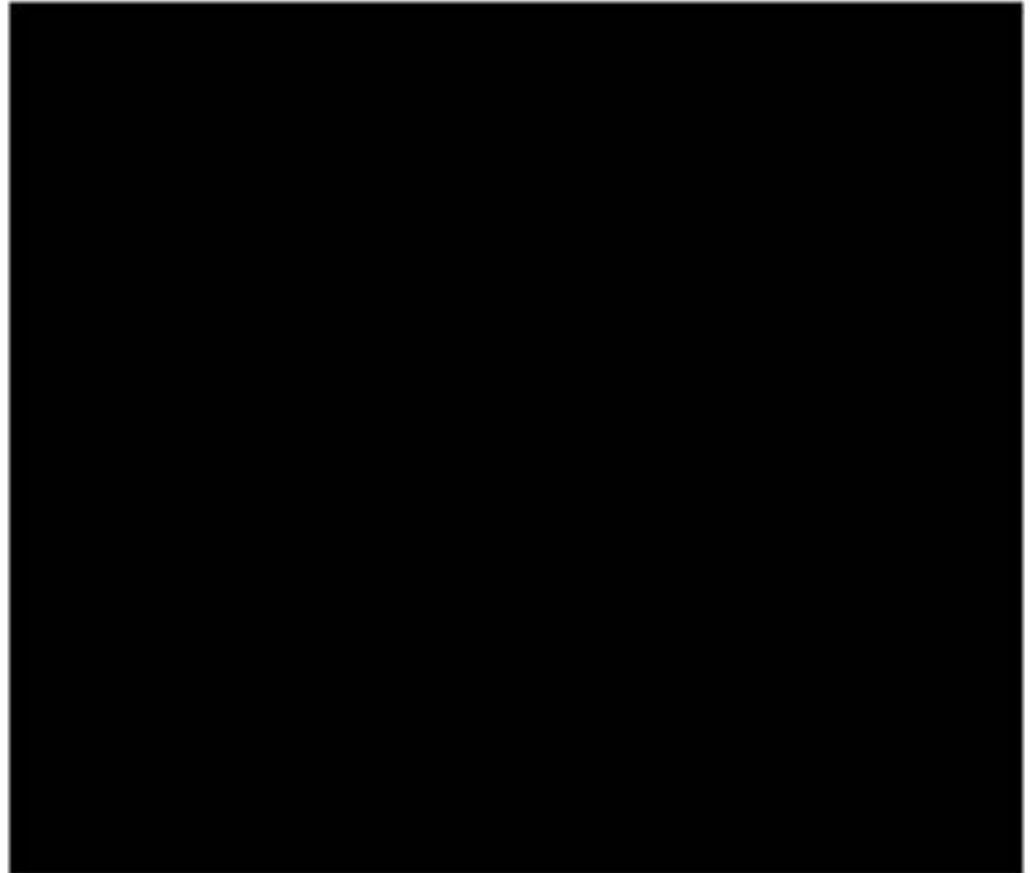


Figure 6: Digital Ethics Categories



Product (Accelerator)	Ethical	Environmental	Legal	Political
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

**Table 5: Example Considerations**

**Word count for Section 1 excluding Figures: 3,357**

# Innovation Collaboration Framework

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## About Sopra Steria

Sopra Steria, a European tech leader recognised for its consulting, digital services and software development, helps its clients drive their digital transformation to obtain tangible and sustainable benefits.

It provides end-to-end solutions to make large companies and organisations more competitive by combining in-depth knowledge of a wide range of business sectors and innovative technologies with a fully collaborative approach. Sopra Steria places people at the heart of everything it does and is committed to putting digital to work for its clients in order to build a positive future for all.

With 50,000 employees in nearly 30 countries, the Group generated revenue of €5.1 billion in 2022.

**The world is how we shape it.**

**For more information, please visit our website [www.soprasteria.com](http://www.soprasteria.com)**

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# Transport for London

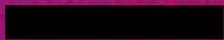
## RESPONSE TO INVITATION TO SUBMIT FINAL TENDERS

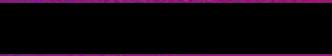
Response to Appendix 11

PART 1. General Quality Evaluation Criteria

### SECTION 2: Innovation Capability and Expertise

---

Presented by:   
Head of Transport, Central Government

  
Sopra Steria  
Three Cherry Trees Lane,  
Hemel Hempstead, HP2 7AH, UK

---



## SECTION 2

### Innovation Capability and Expertise

- Part i. An end-to-end process map (from Problem Statement to solution), of how the partnership will take a problem and use Co-creation to turn it into a viable solution. This should include your approach to idea generation and identify the roles of parties at each stage.
- Part ii. A detailed human resource plan showing the proposed resources that your organisation shall commit to delivering the Framework and future Call-Off Contracts.
- Part iii. Your approach for managing the resource plan to ensure it remains correct.
- Part iv. How resources can be drawn down for all phases of the end-to-end process;
- Part v. How your organisation will use your research and development, and testing facilities.
- Part vi. Details of the relevant Innovation Ecosystem partners with whom you will work to develop Emerging Technologies Products.
- Part vii. A demonstration of how your Innovation Ecosystem will be developed, managed, and deployed for the benefit of the call-off projects.
- Part viii. Details of your proposed methodologies and processes and how these will successfully implement innovation technologies products for this framework.
- Part ix. An explanation of how you expect the partnership to be managed for both the programme of work and individual call-off projects



- Part i. An end-to-end process map (from Problem Statement to solution), of how the partnership will take a problem and use Co-creation to turn it into a viable solution. This should include your approach to idea generation, and identify the roles of parties at each stage





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Overview

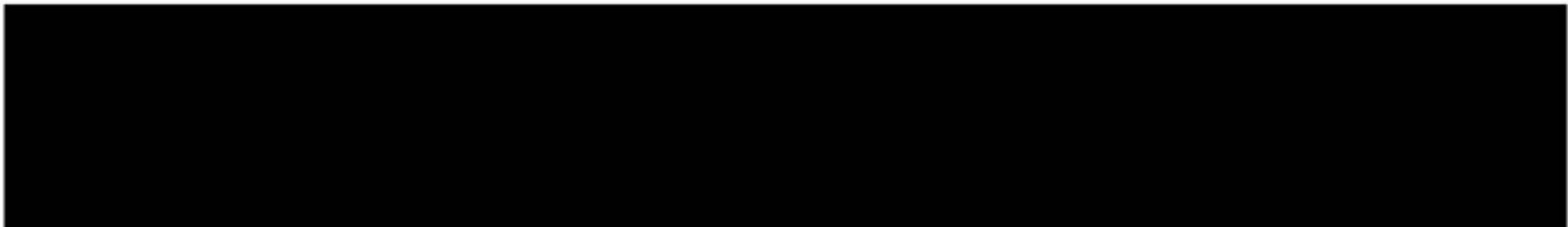
Key Activities

Roles



**Figure 1: End-to-end process**

We subsequently explore each phase in detail on the following pages.



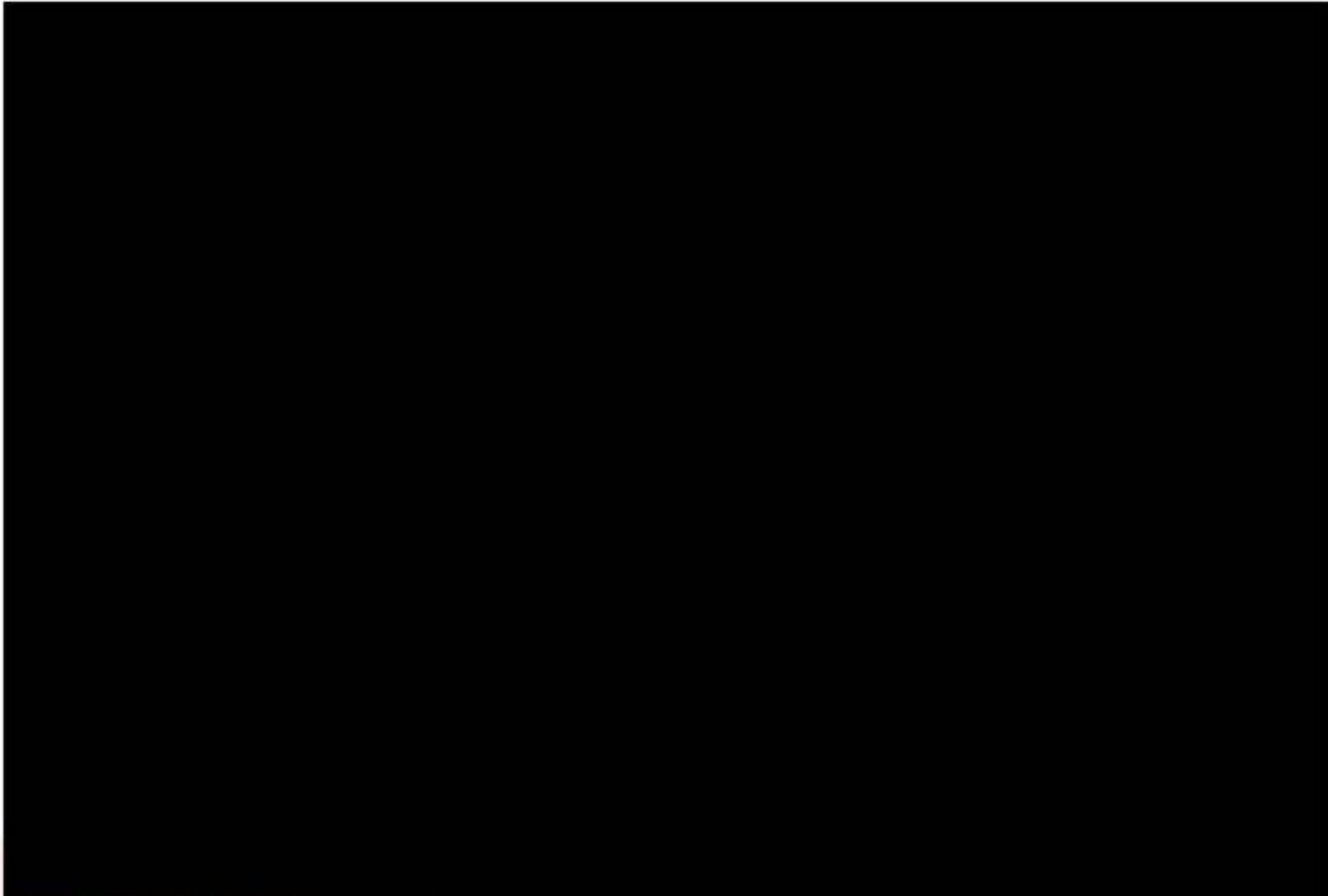


Figure 2: Stakeholder Network



Figure 3: Example Constellation

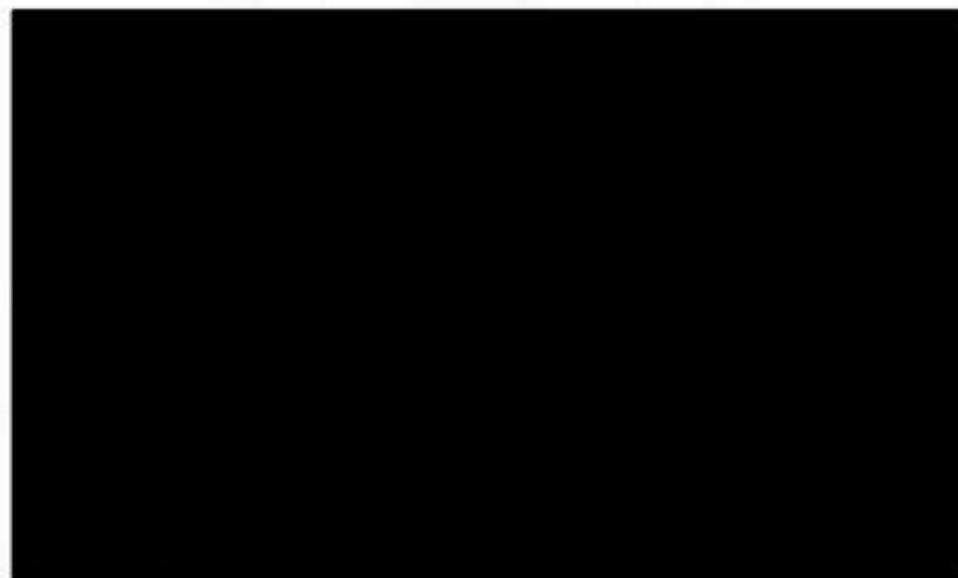


Figure 4: Engagement Board



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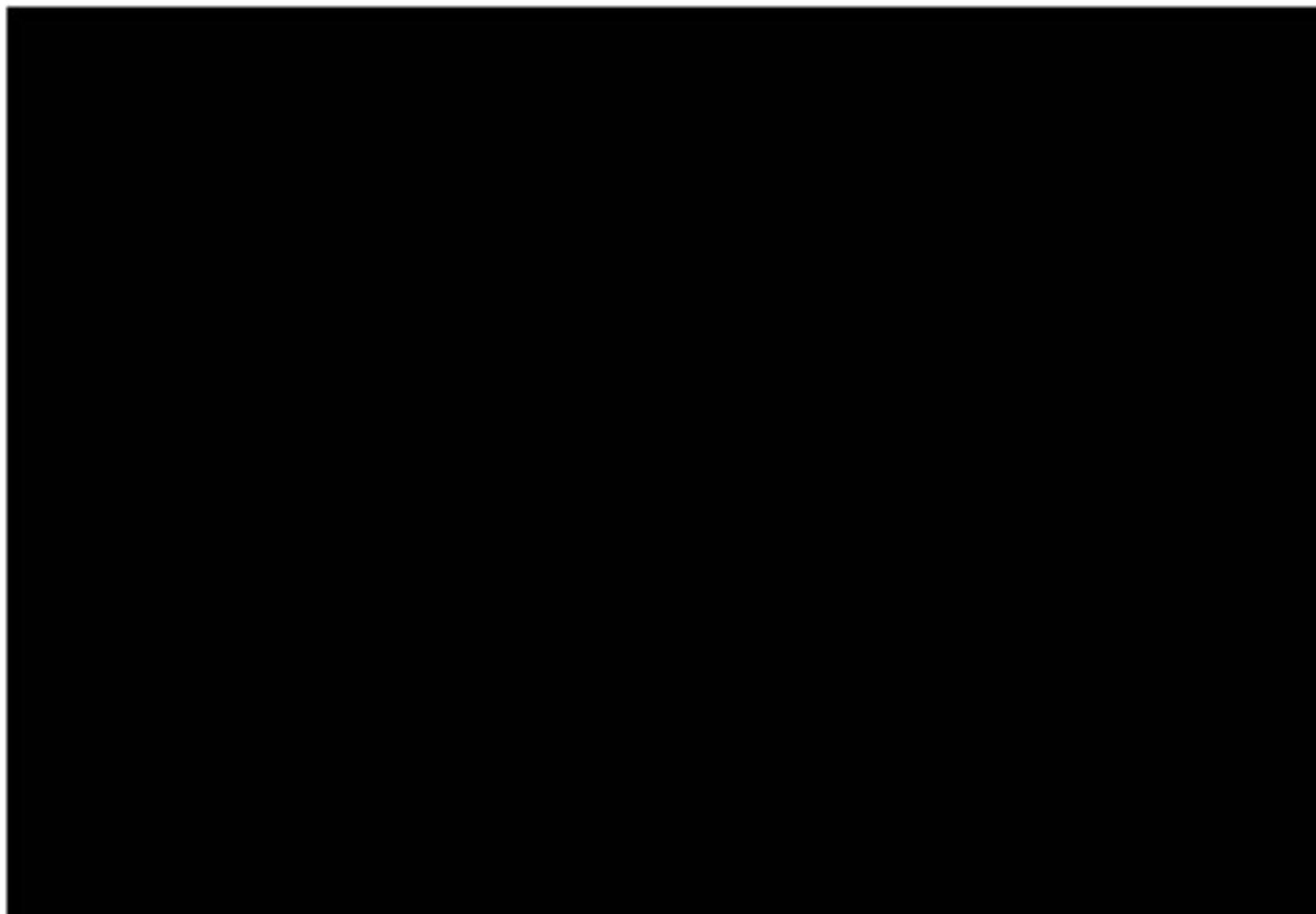


Figure 5: Phase 1 Approach



Figure 6: Phase 1 Process





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# Innovation Collaboration **Framework**

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- Part ii. A detailed human resource plan showing the proposed resources that your organisation shall commit to delivering the Framework and future Call-Off Contracts

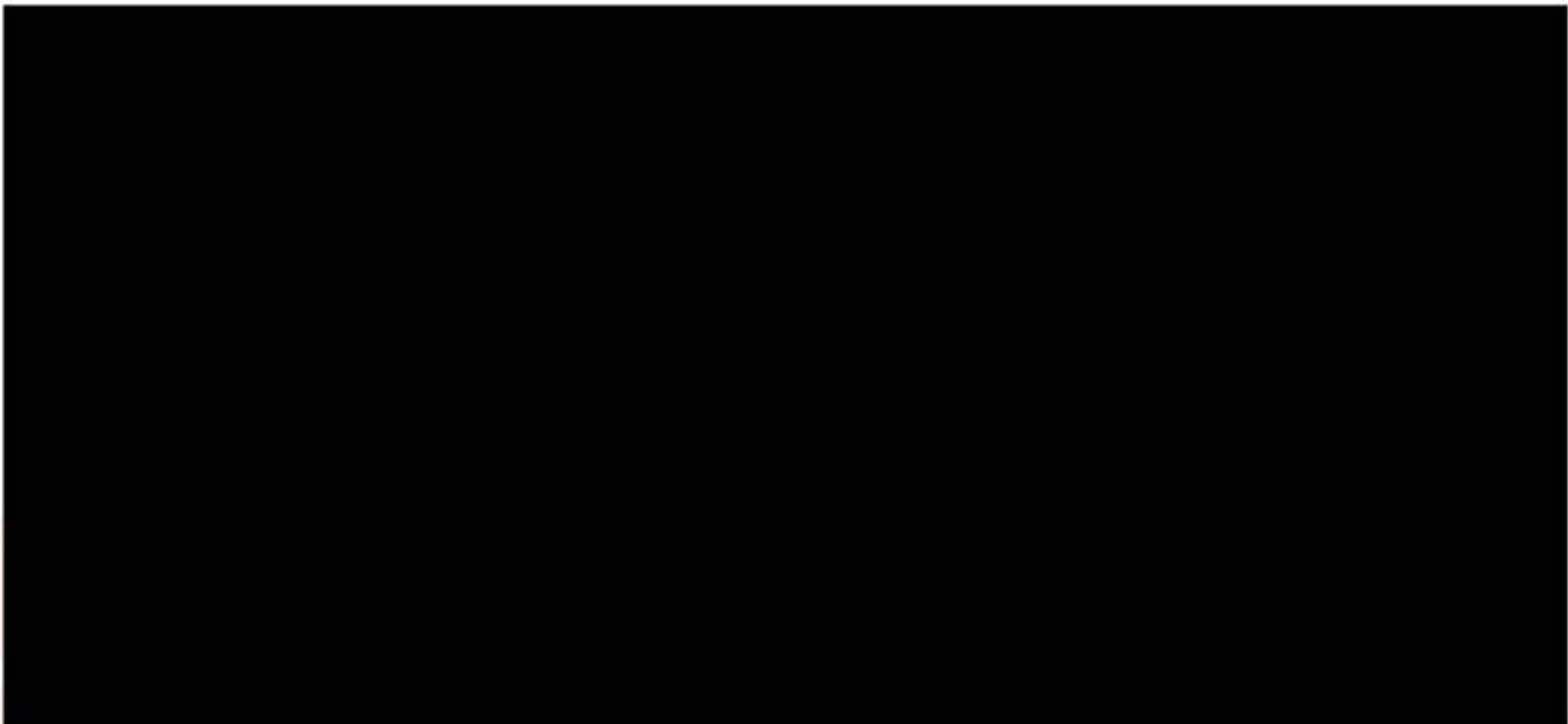




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**Figure 7: Resource Plan**

With reference to this high level resource plan, the following sections detail the objectives of each team and the proposed roles required to deliver each phase.



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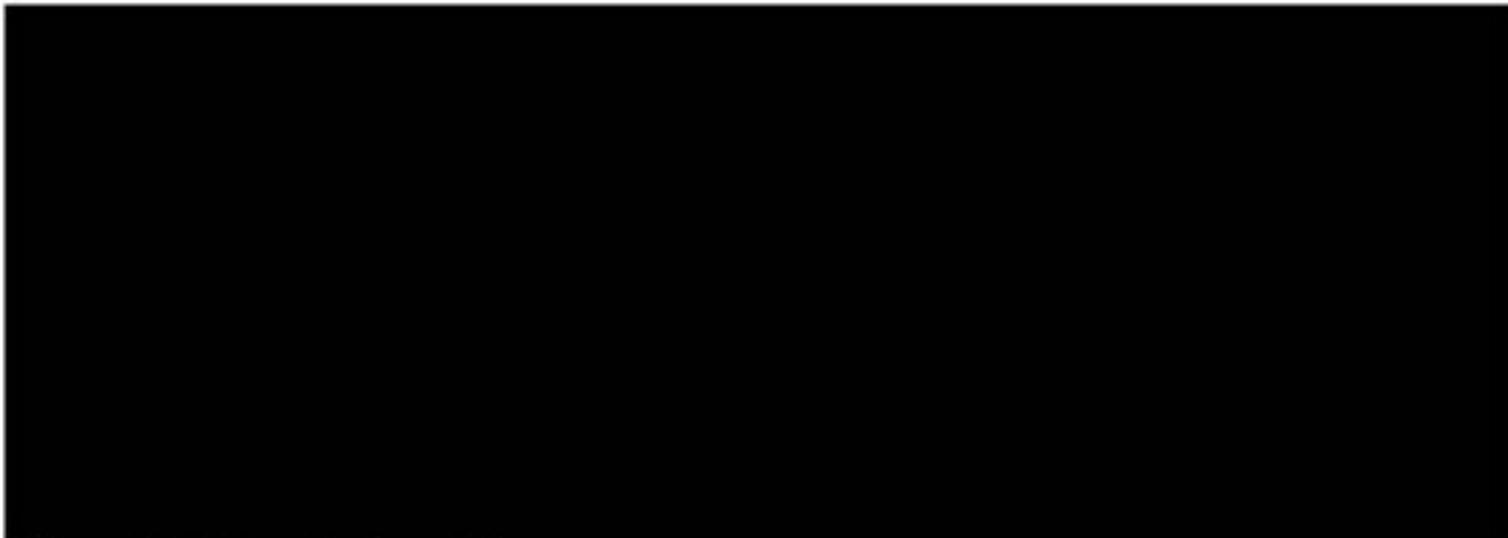


Figure 8: Partnership Team Roles



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Table 1: Partnership Responsibilities



Proposed split allocation between phases.

A large black rectangular area that has redacted the content of the table. The table is intended to show the proposed split allocation between phases for the Partnership Team Phase Allocation.

**Table 2: Partnership Team Phase Allocation**



The Partnership Team will also contain the following support functions:

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Table 3: Partnership Team Support Functions

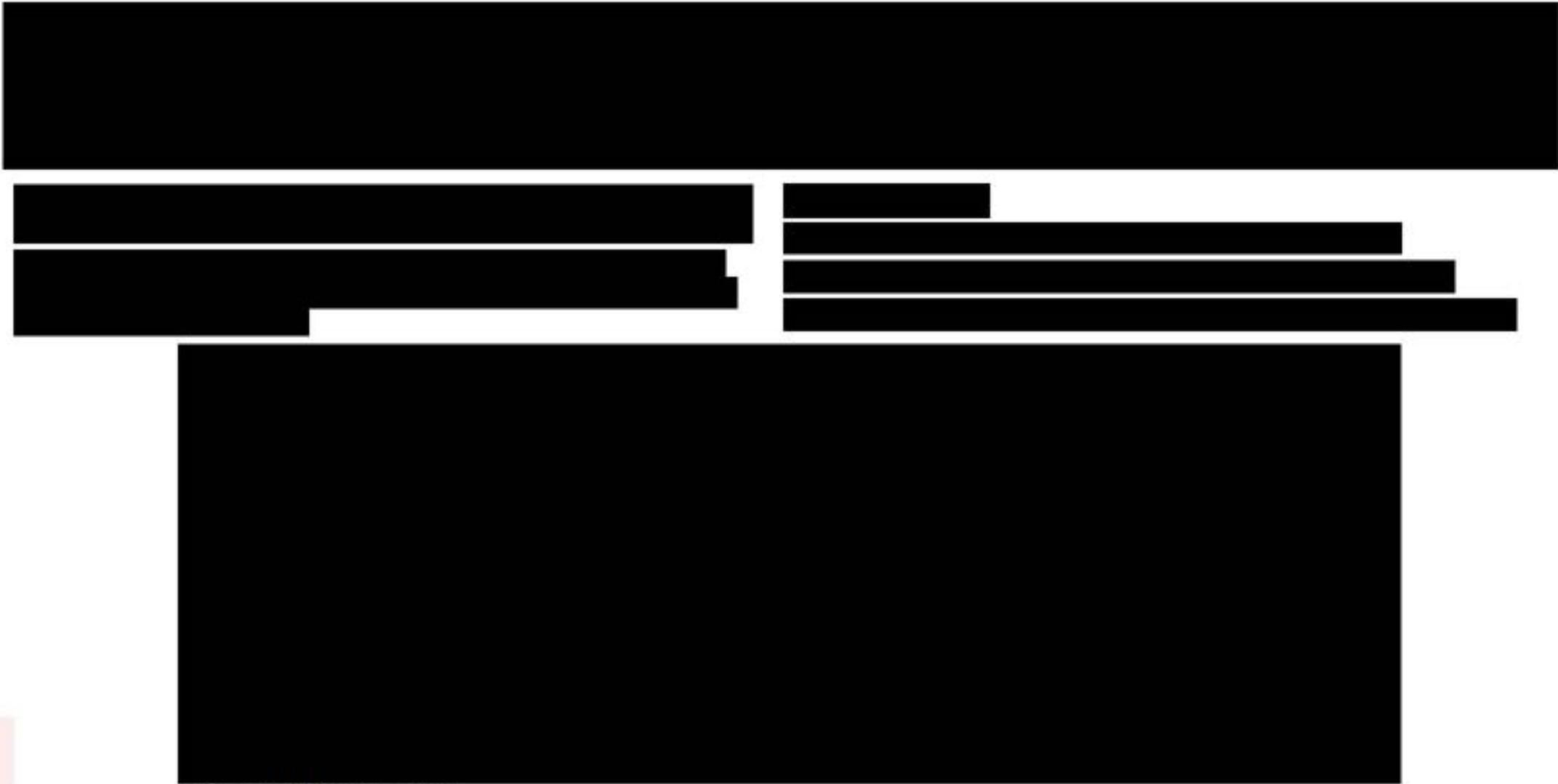


Figure 9: R&D Team Roles



The key responsibilities of these roles are as follows:

Role	Level	Responsibilities
[REDACTED]	[REDACTED]	[REDACTED]

Table 4: Key R&D Responsibilities



Phase 2:  
Scaling and Implementation



## Primary Objectives

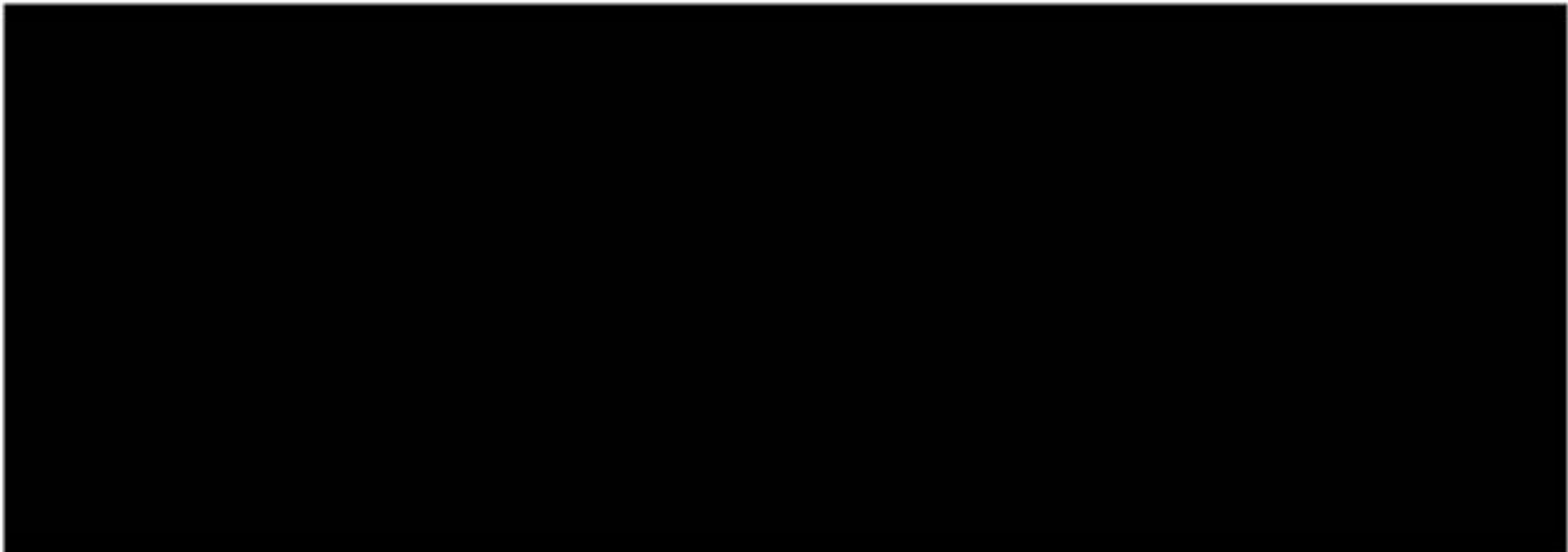


Figure 10: Implementation Team Roles



The key responsibilities of these roles are as follows:

Role	Level	Primary Responsibility
[REDACTED]	[REDACTED]	[REDACTED]

Table 5: Implementation Responsibilities



Phase 3:  
Co-commercialisation



Primary Objectives



Figure 11: Commercial Team Roles



The key responsibilities of these roles are as follows:

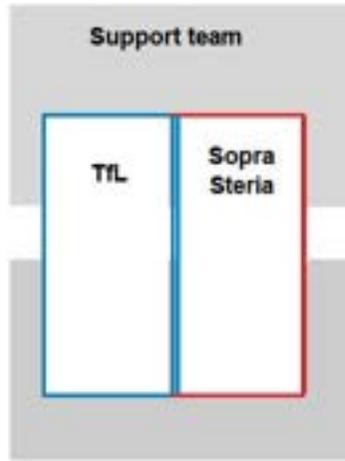
Role	Rate Card Level	Primary Responsibility
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**Table 6: Commercial Responsibilities**



Phase 2:  
Scaling and Implementation

Phase 3:  
Co-commercialisation



Operational support required for solutions once they are implemented in

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Figure 12: Support Team Roles



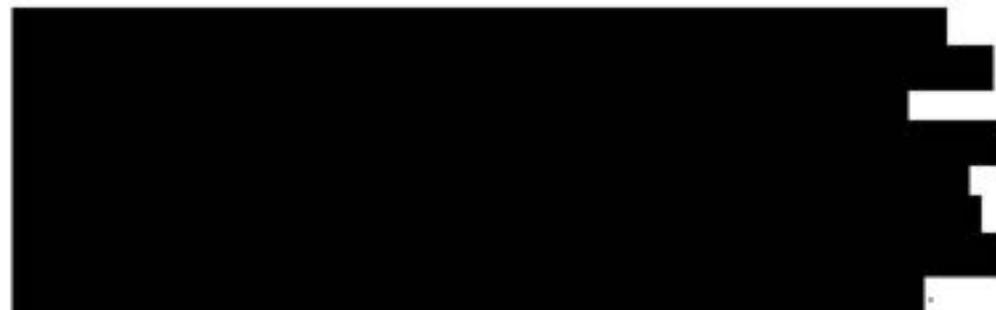
The key responsibilities of these roles are as follows:

Role	Rate Card Level	Primary Responsibility
[REDACTED]	[REDACTED]	[REDACTED]

**Table 7: Support Responsibilities**

Part iii. Your approach for managing the resource plan to ensure it remains correct





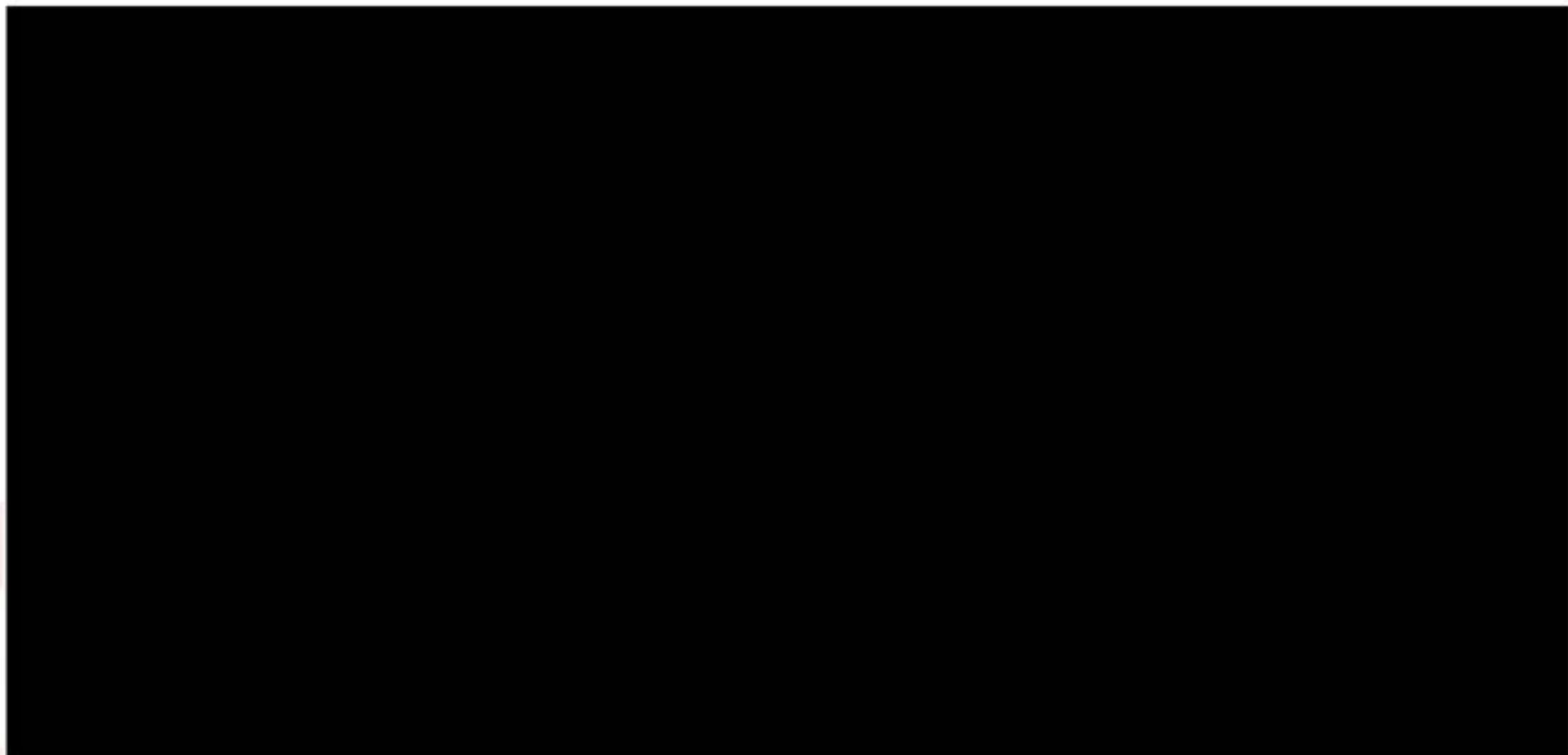


Figure 13: Summary Resourcing Process

Part iv. How resources can be drawn down for all phases of the end to end process;





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## Onboarding

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Part v. How your organisation will use your research and development, and testing facilities





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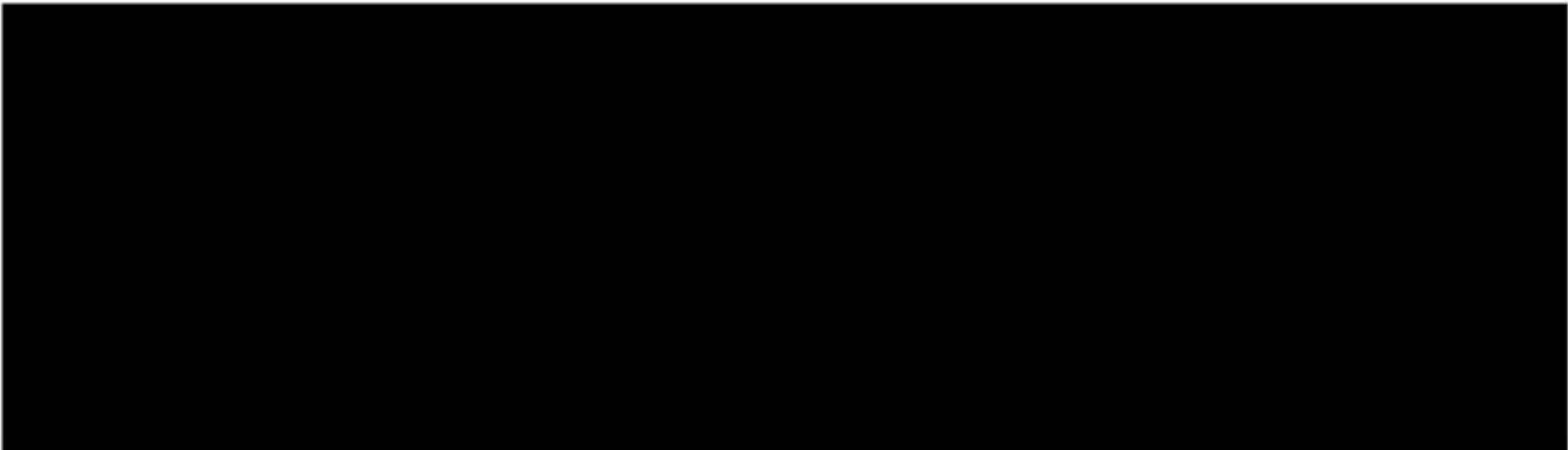


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Part vi. Details of the relevant Innovation Ecosystem partners with whom you will work to develop Emerging Technologies Products







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Research	Count	Key Ecosystem Partners Key SSL Partners for the ICF	Benefit How the shortlisted Partners will contribute to the ICF
[Redacted]	1	[Redacted]	[Redacted]
[Redacted]	1	[Redacted]	[Redacted]



## Collaborations



Collaborations	Count	Key Ecosystem Partners Key SSL Partners for the ICF	Benefit How the shortlisted Partners will contribute to the ICF
[Redacted]	1	[Redacted]	[Redacted]
[Redacted]	1	[Redacted]	[Redacted]
[Redacted]	1	[Redacted]	[Redacted]



## Industry



Industry	Count	Key Ecosystem Partners Key SSL Partners for the ICF	Benefit How the shortlisted Partners will contribute to the ICF
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]



## Technology



Technology	Count	Key Ecosystem Partners Key SSL Partners for the ICF	Benefit How the shortlisted Partners will contribute to the ICF
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]

Part vii. A demonstration of how your Innovation Ecosystem will be developed, managed, and deployed for the benefit of the call-off projects





Figure 16: Partner Approach



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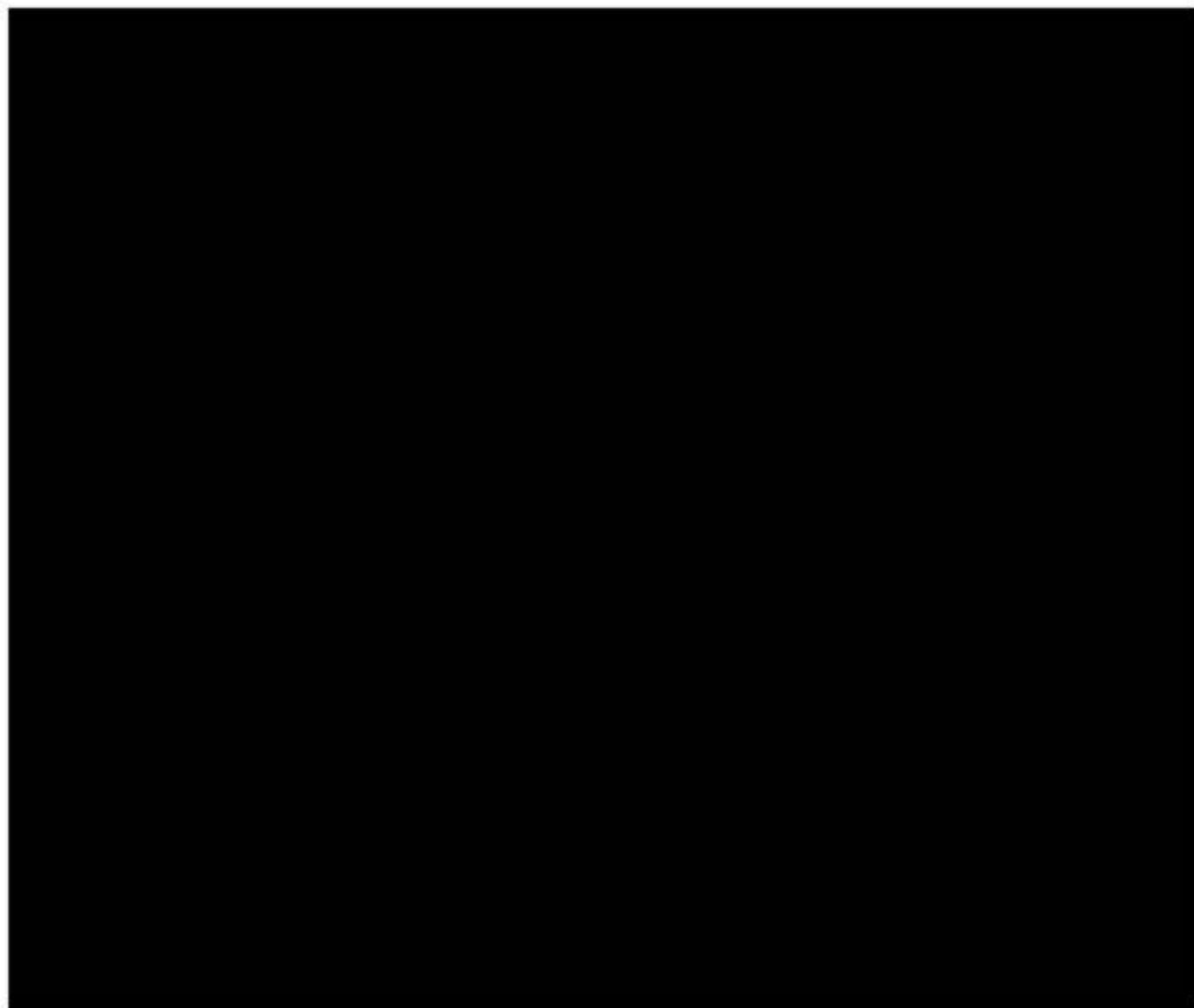
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Part viii. Details of your proposed methodologies and processes and how these will successfully implement innovation technologies products for this framework



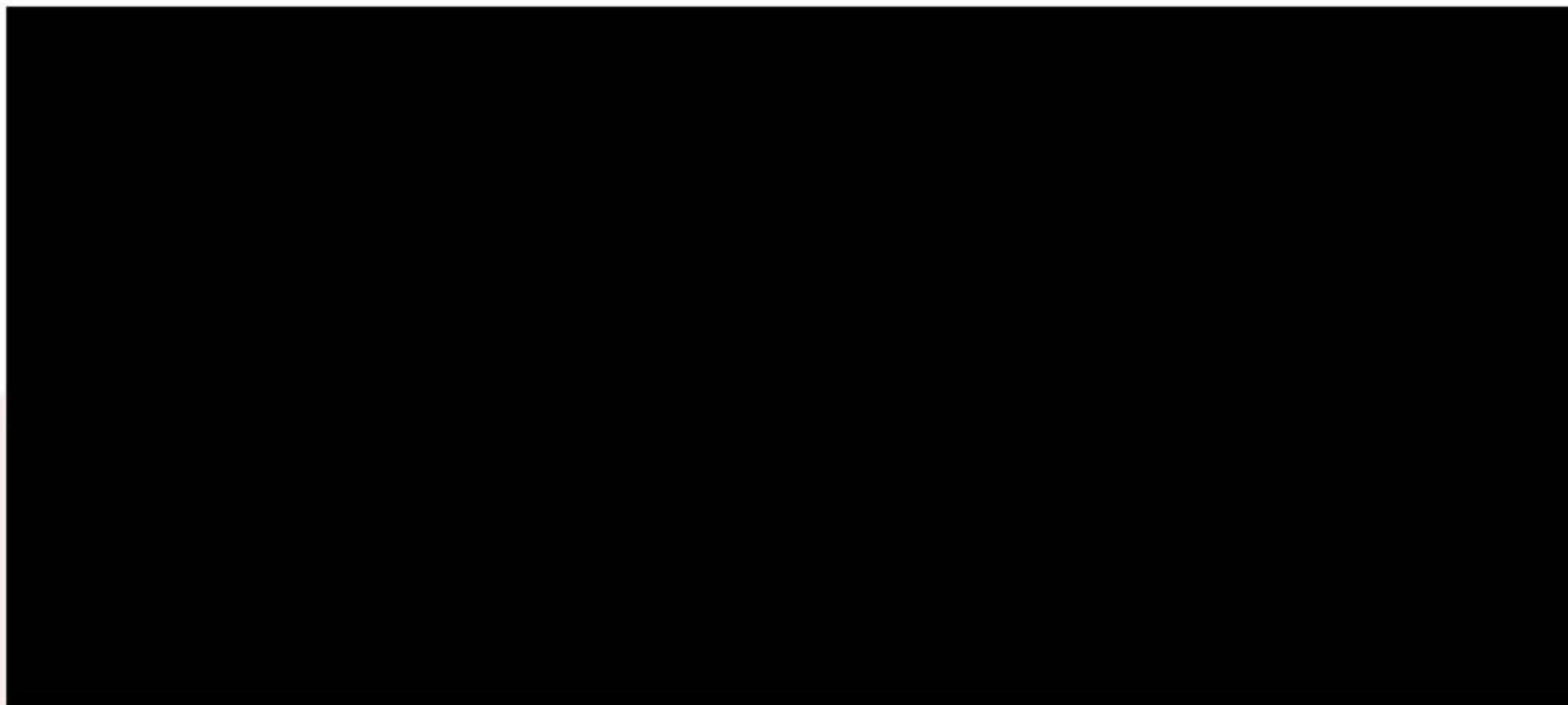


Figure 23: Scrum Methodology



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Part ix. An explanation of how you expect the partnership to be managed for both the programme of work and individual call-off projects





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Word count for Section 2 excluding Figures and Tables: 4,941

# Innovation Collaboration Framework

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## About Sopra Steria

Sopra Steria, a European tech leader recognised for its consulting, digital services and software development, helps its clients drive their digital transformation to obtain tangible and sustainable benefits.

It provides end-to-end solutions to make large companies and organisations more competitive by combining in-depth knowledge of a wide range of business sectors and innovative technologies with a fully collaborative approach. Sopra Steria places people at the heart of everything it does and is committed to putting digital to work for its clients in order to build a positive future for all.

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# Innovation Collaboration **Framework**

sopra  steria

---

# Transport for London

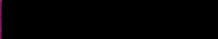
RESPONSE TO INVITATION TO SUBMIT FINAL TENDERS

Response to Appendix 11

PART 1. General Quality Evaluation Criteria

**SECTION 3: Transparency, Intellectual Property,  
Measuring Success and Commercialisation**

---

Presented by: 

Head of Transport, Central Government

  
Sopra Steria

Three Cherry Trees Lane,

Hemel Hempstead, HP2 7AH, UK

---



## **SECTION 3**

### **Transparency, Intellectual Property, Measuring Success and Commercialisation**

- Part i. Describe the approach to costing at Phase 2, cost transparency and reporting that you will adopt at all stages of each call-off;
- Part ii. Explain the approach you will adopt to estimating the value of IP, managing and recording the development of IP and sharing Intellectual Property for mutual benefit for all parties involved in a Call-Off, and protection of Tfl's interests;
- Part iii. Describe the Benefits that the partnership with Tfl will bring to your organisation. Describe how you will use these Benefits to the mutual value of the partnership. Describe the non-monetary Benefits you will bring to Tfl;
- Part iv. What will success look like to you at framework and at all Phases at the call-off level;
- Part v. Explain how you will approach and manage Co-commercialisation including the roles and responsibilities of Tfl as well as your organisation;



---

**Word count for Section 3 excluding Figures and Tables: 4,905**

# Innovation Collaboration **Framework**

Part i. Describe the approach to costing at Phase 2, cost transparency and reporting that you will adopt at all stages of each call-off;





## Costing

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- Part ii. Explain the approach you will adopt to estimating the value of IP, managing and recording the development of IP and sharing Intellectual Property for mutual benefit for all parties involved in a Call-Off, and protection of TfL's interests





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Part iii. Describe the Benefits that the partnership with TfL will bring to your organisation. Describe how you will use these Benefits to the mutual value of the partnership. Describe the non-monetary benefits you will bring to TfL.





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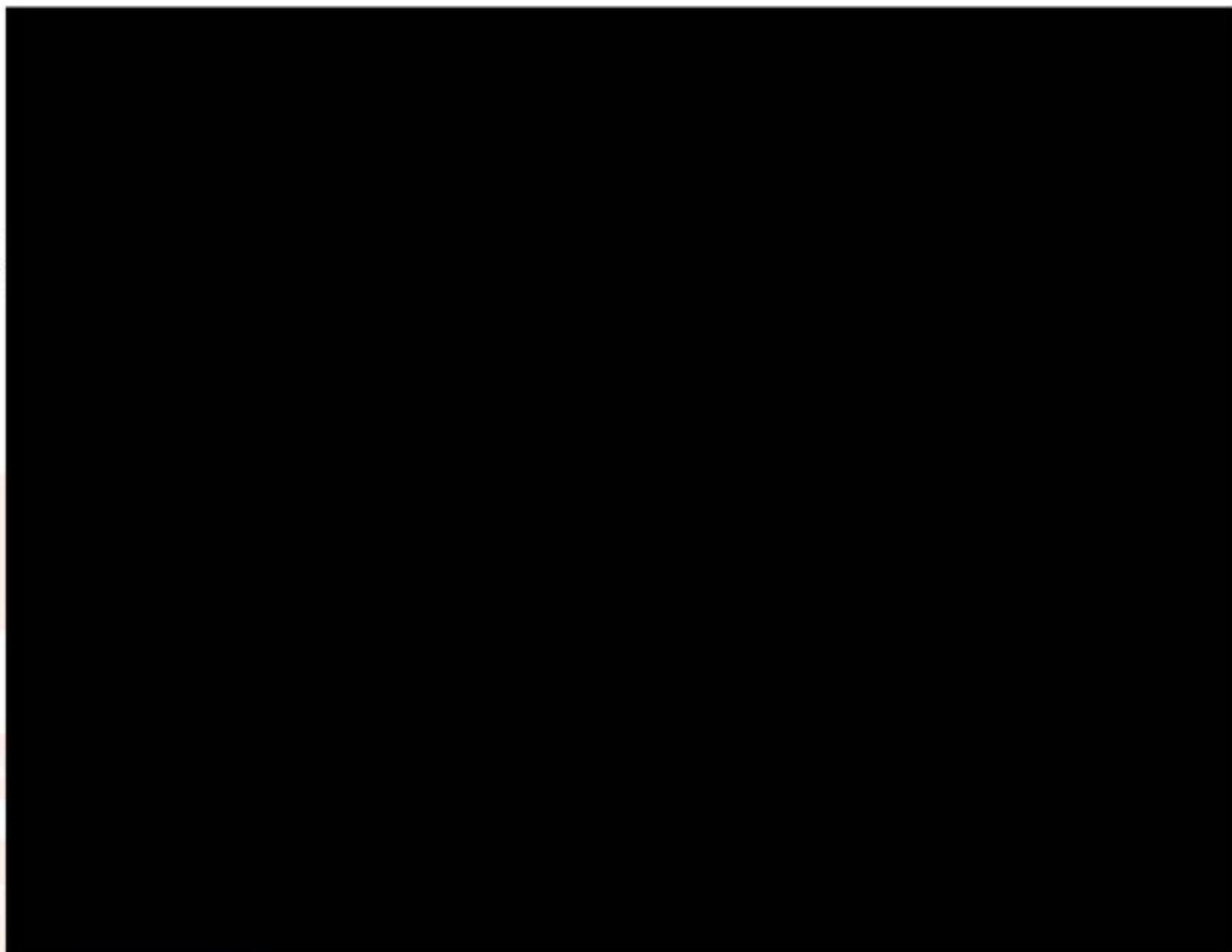
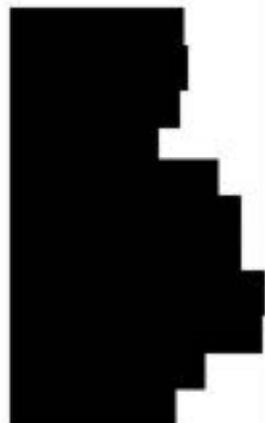
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Part iv. What will success look like to you at framework and at all Phases at the call-off level







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Part V. Explain how you will approach and manage Co-commercialisation including the roles and responsibilities of TfL as well as your organisation;





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# Innovation Collaboration Framework

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## About Sopra Steria

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# Transport for London

RESPONSE TO INVITATION TO SUBMIT FINAL TENDERS

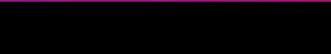
Response to Appendix 11

PART 1. General Quality Evaluation Criteria

**SECTION 4: Building the Partnership**

---

Presented by:   
Head of Transport, Central Government

  
Sopra Steria  
Three Cherry Trees Lane,  
Hemel Hempstead, HP2 7AH, UK

---



## **SECTION 4**

### **Building the Partnership**

- Part i. Describe how you will build and grow the partnership with Tfl.
- Part ii. Provide an organogram clearly showing the individuals on your innovation partnership team and the percentage of a working week they will allocate to the Framework.

---

**Word count for Section 4 excluding Figures and Tables: 1,779**



# Innovation Collaboration **Framework**

sopra  steria

Part i. Describe how you will build and grow the partnership with TfL





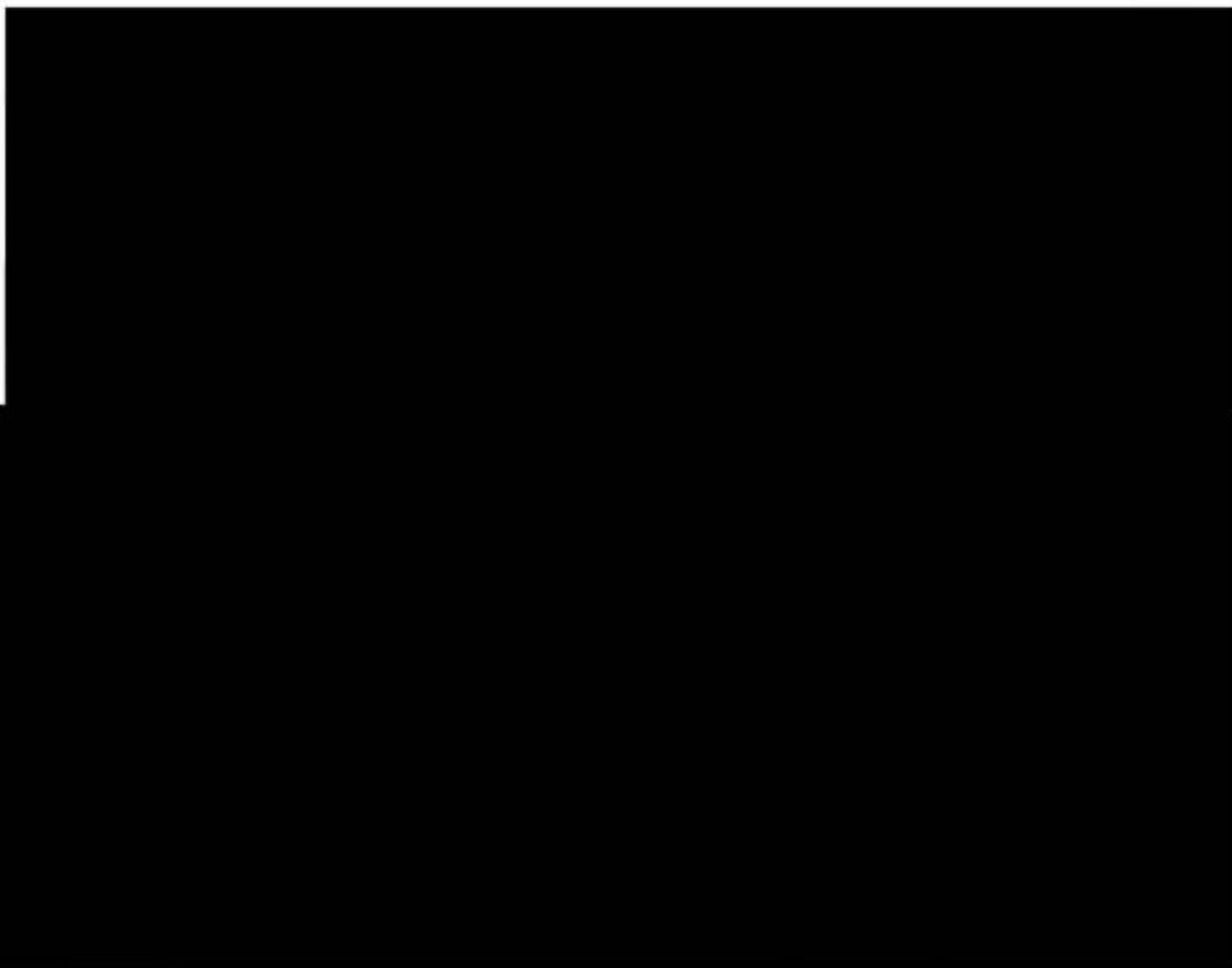
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Table 1: Quarter One Activities





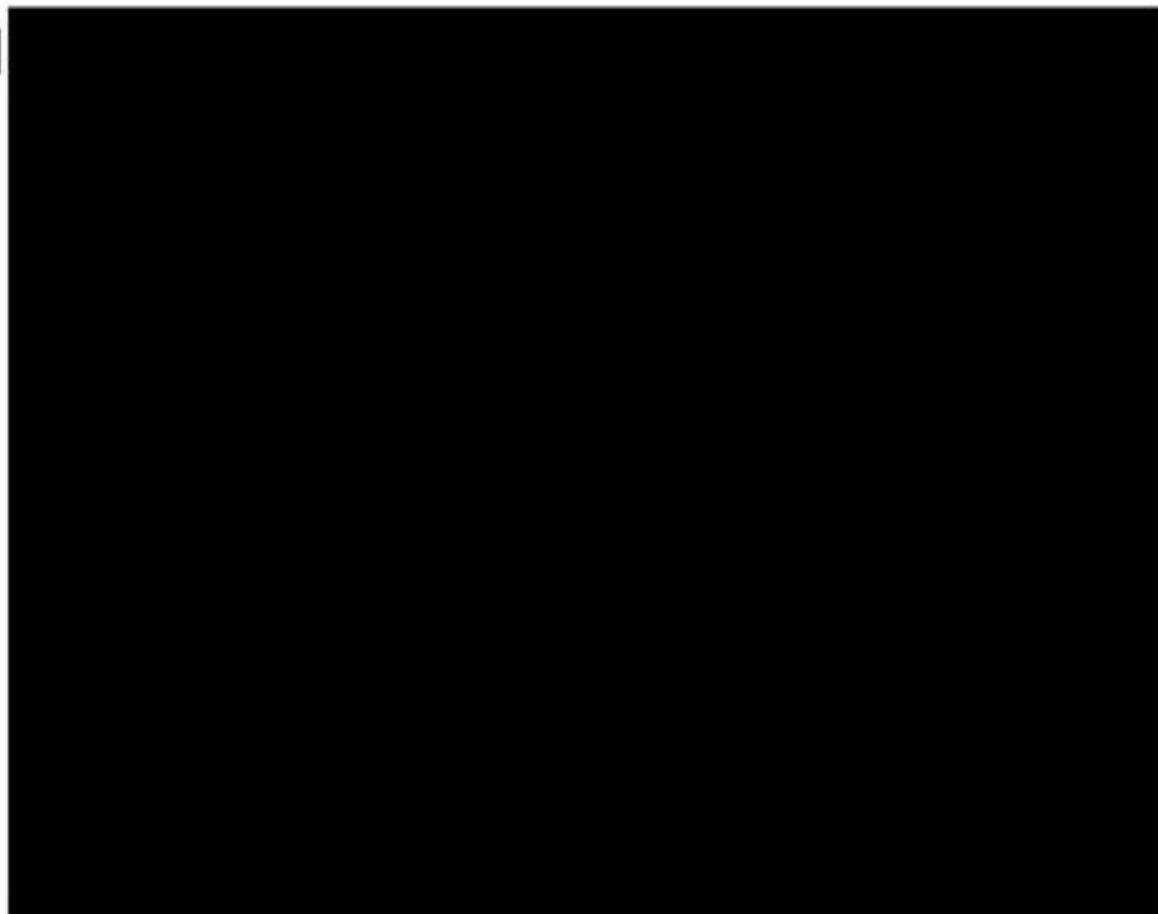


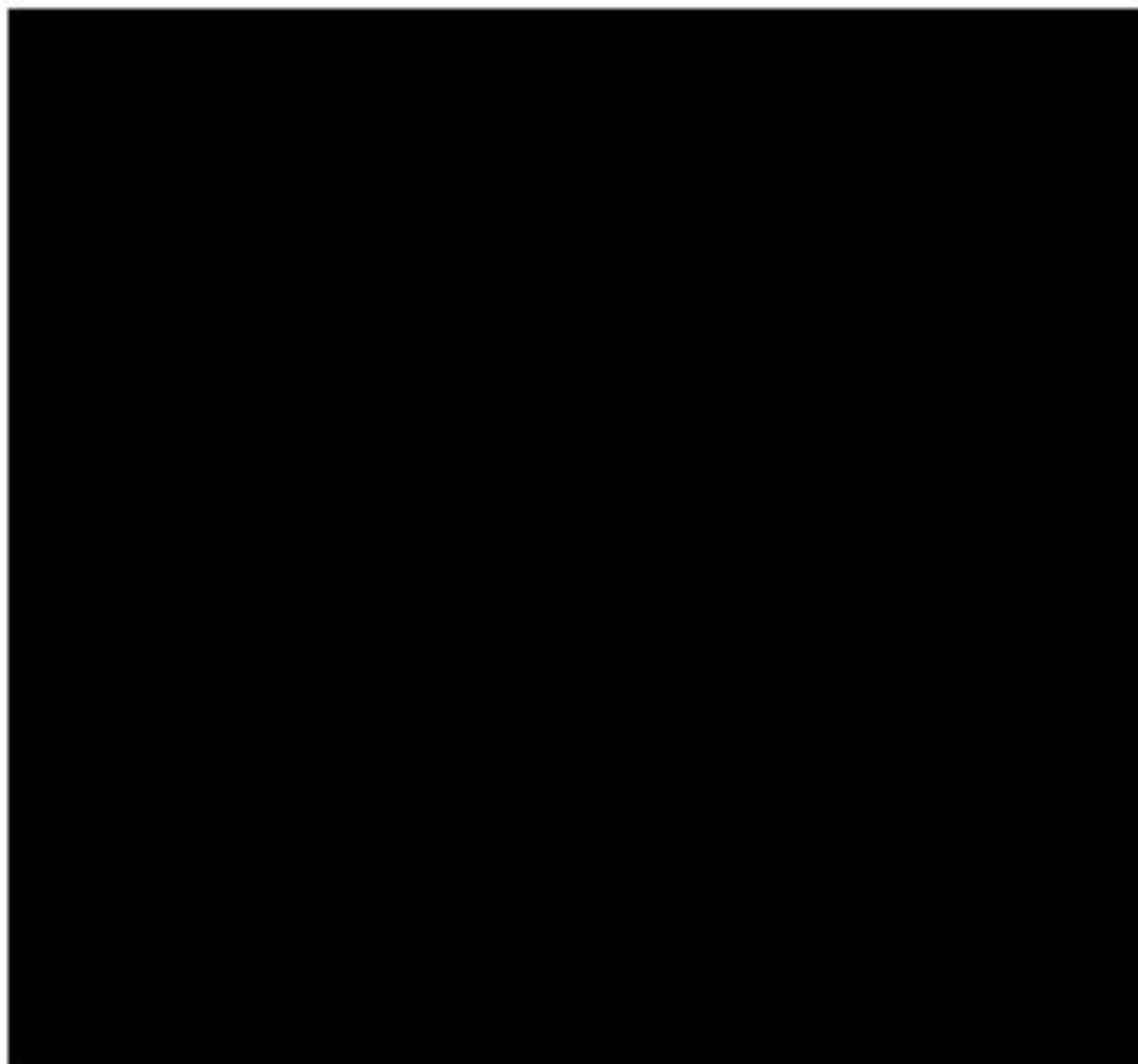






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# Meeting Cadence



How often your team would meet with Tfl -  
what topics you would cover at these meetings

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Table 3: Partner and Ecosystem Alignment



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[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]

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Opportunities for staff to experience the other party's organisation - how you would champion the partnership internally in your organisation

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What you will need from TfL

[Redacted text block]



From what you know about TfL's objectives and challenges, what are the key areas/topics where your organisation and TfL can derive mutual benefit by working together? Why are they mutually beneficial?

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[Redacted]

Theme	Opportunity	Description	Mutual Benefit
[Redacted]	[Redacted]	[Redacted]	[Redacted]

[Redacted]

Theme	Opportunity	Description	Mutual Benefit
[Redacted]	[Redacted]	[Redacted]	[Redacted]

[Redacted]



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Theme	Opportunity	Description	Mutual Benefit
[Redacted]	[Redacted]	[Redacted]	[Redacted]

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Theme	Opportunity	Description	Mutual Benefit
[Redacted]	[Redacted]	[Redacted]	[Redacted]

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Theme	Opportunity	Description	Mutual Benefit
[Redacted]	[Redacted]	[Redacted]	[Redacted]

[Redacted]

Part ii. Provide an organogram clearly showing the individuals on your innovation partnership team and the percentage of a working week they will allocate to the Framework.

Indicate which will be core staff and which will be flexed in and out as required, and which organisation they are employed by.

Include a summary CV for each member of the team and state their roles and responsibilities.



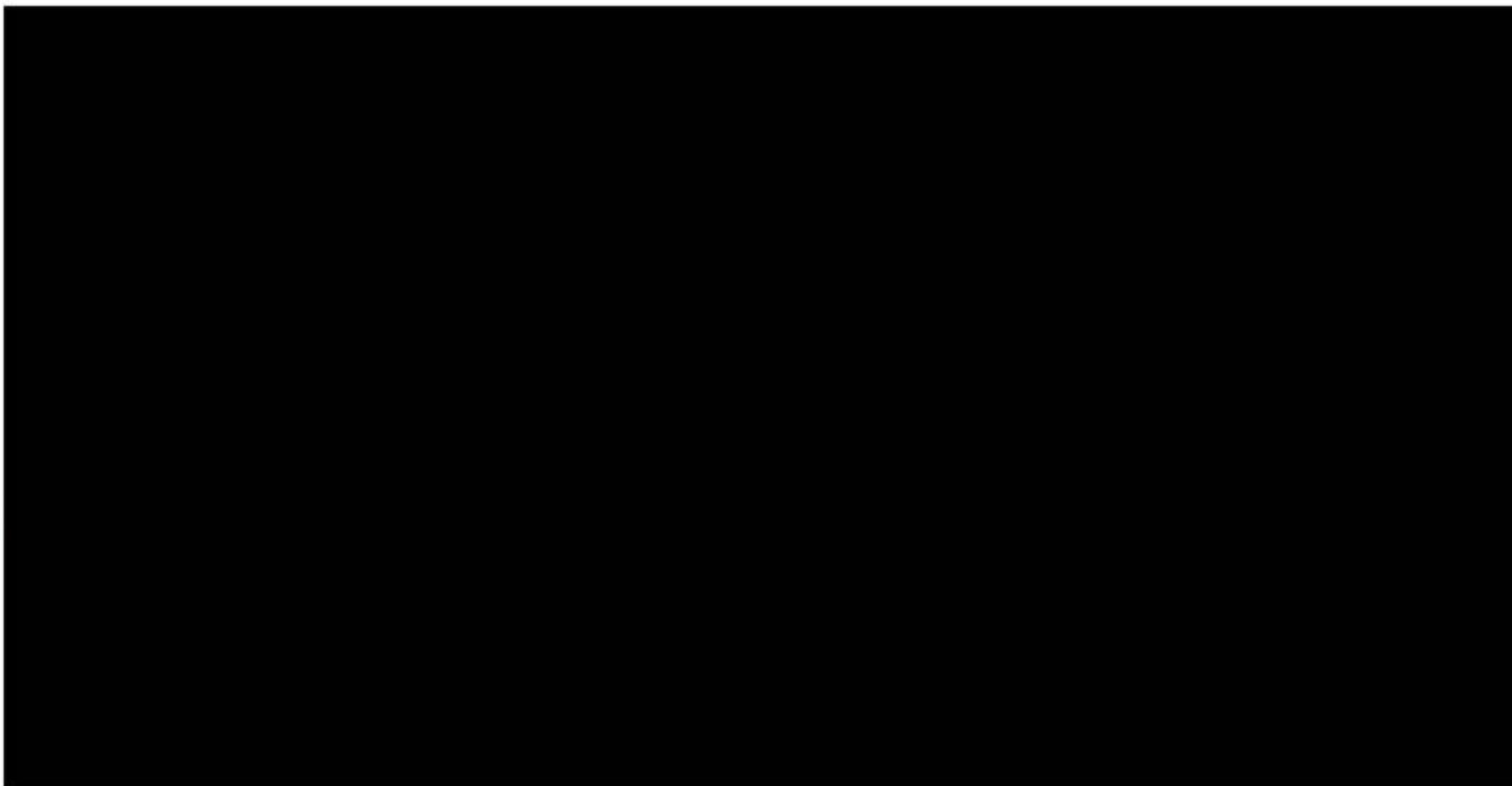


Figure 9: Joint Partnership Team Organogram

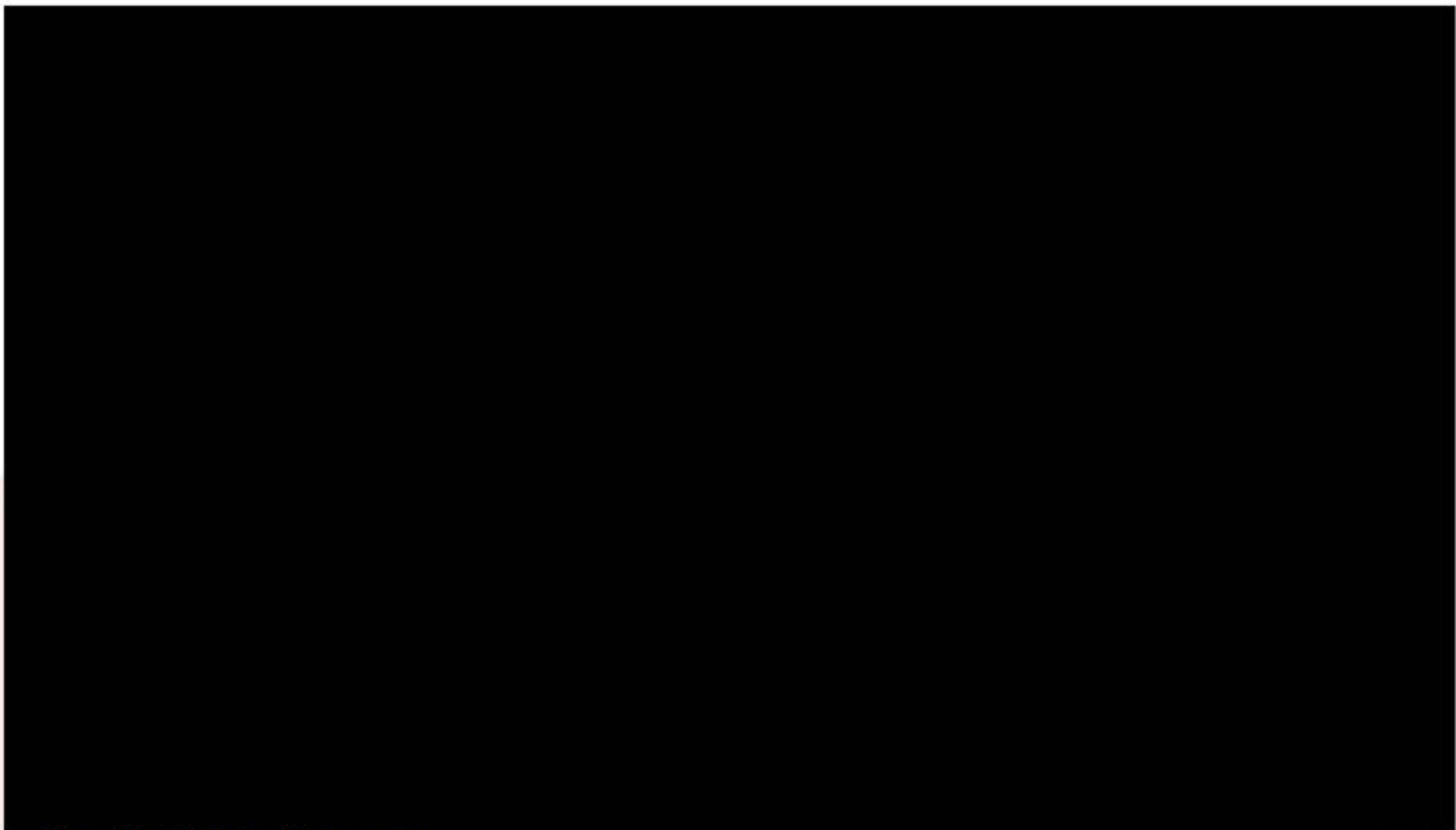


Figure 10: SSL Partnership Team Organogram



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Role	Phase 0 (Continuous Qualification)	Phase 0 / 1 Split Allocation	Phase 0 / 2 Split Allocation	Phase 0 / 3 Split Allocation
Partnership Lead	█	████	████	████
Innovation Lead	█	████	████	████
Experience Lead	█	████	████	████
Consultants	████	████	████	████
Enterprise Architect	█	████	████	████
Consultant	█	████	████	████

Table 10: Partnership Team Phase Allocation





[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Word count for Section 4 excluding Figures and Tables: 1,779

# Innovation Collaboration Framework

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# Innovation Lead

## Relevant Experience

[Redacted]

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## Professional Credentials

[Redacted]

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# Experience Lead

## Relevant Major Solutions Experience

[Redacted]

[Redacted]

### SKILLS

[Redacted]

### Professional development

### TRAINING

[Redacted]

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# Consultant

## Relevant Major Solutions Experience

[Redacted]

[Redacted]

### SKILLS

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### ACCREDITATIONS

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### SECTOR EXPERIENCE

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# Innovation Collaboration **Framework**

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# Transport for London

## RESPONSE TO INVITATION TO SUBMIT FINAL TENDERS

Response to Appendix 11

PART 1. General Quality Evaluation Criteria

### **SECTION 5: Problem Statement**

---

Presented by: [REDACTED]

Head of Transport, Central Government

[REDACTED]  
Sopra Steria

Three Cherry Trees Lane,  
Hemel Hempstead, HP2 7AH, UK

---



## **SECTION 5**

### **Problem Statements**

#### Buses not stopping

PS 1: Innovative, viable and credible

PS2: Understanding of Problem Statement

PS3: Approach to Co-creation

PS4: Planning, Delivery and Risk Management

PS5: Approach to Scaling, Intellectual Property (IP)  
and Cocommercialisation

PS6: Investment Proposal



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**Word count for Section 5 excluding Figures and Tables: 3,165**

# Innovation Collaboration **Framework**

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PS 1: Innovative, viable and credible



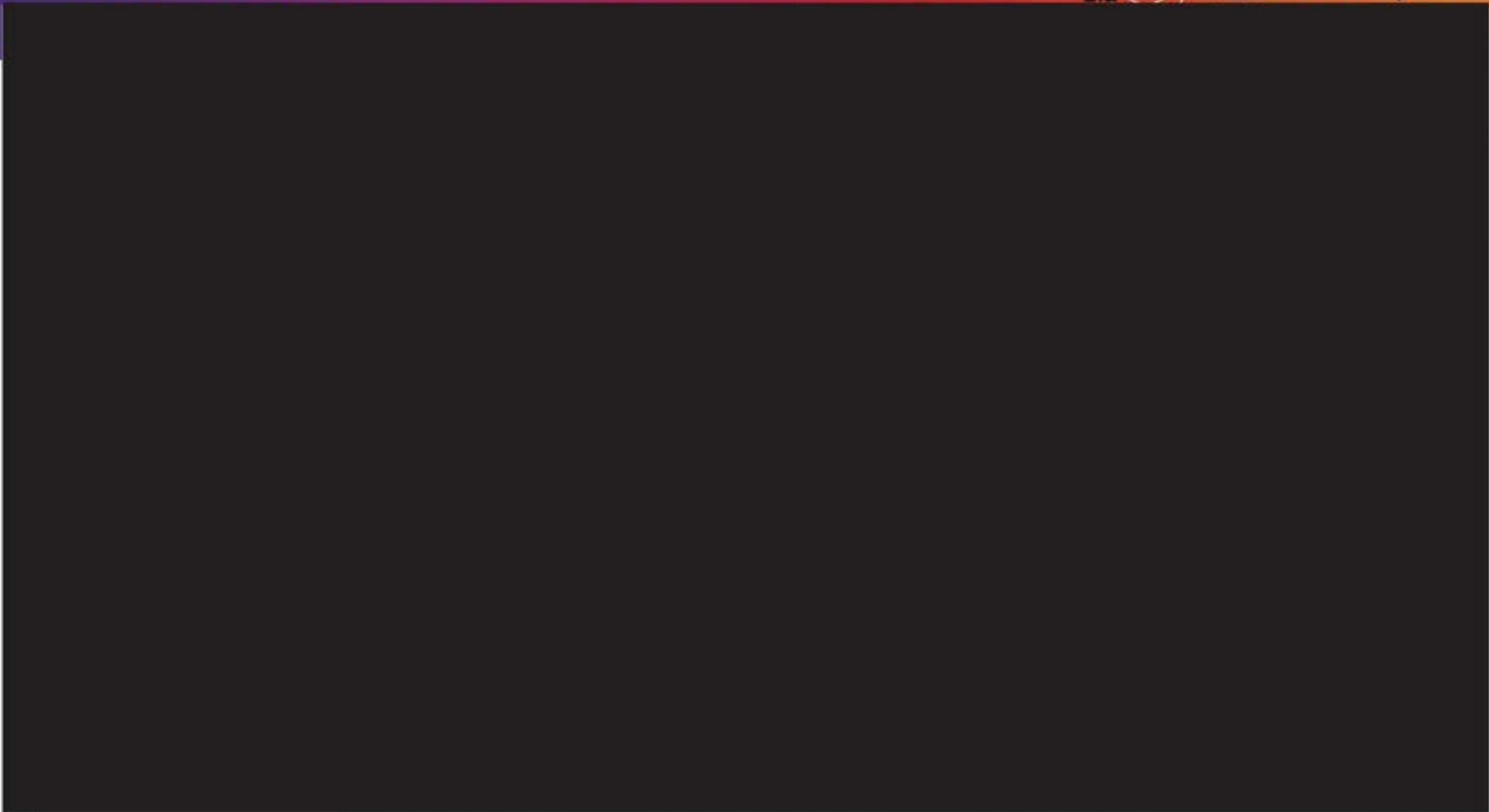


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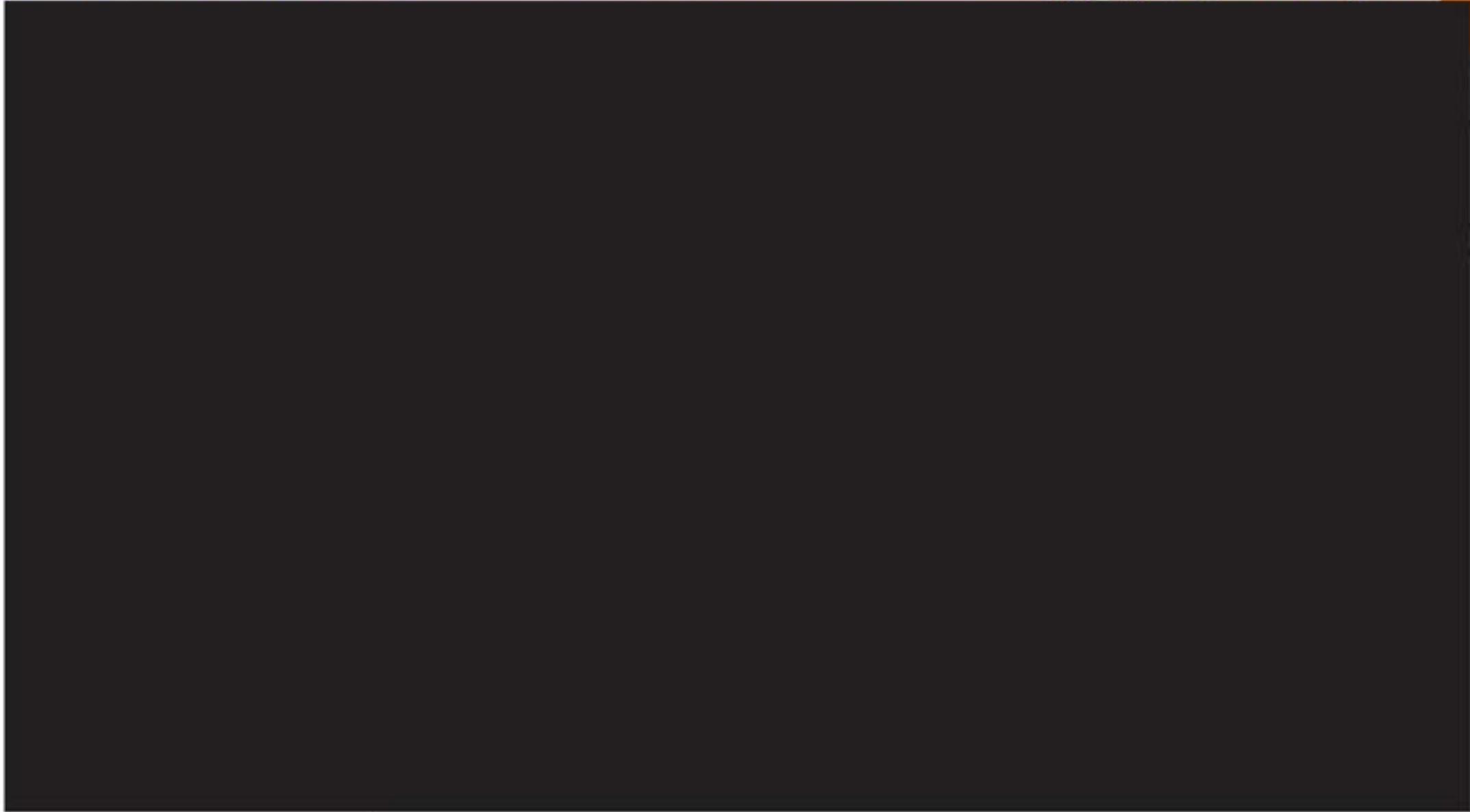
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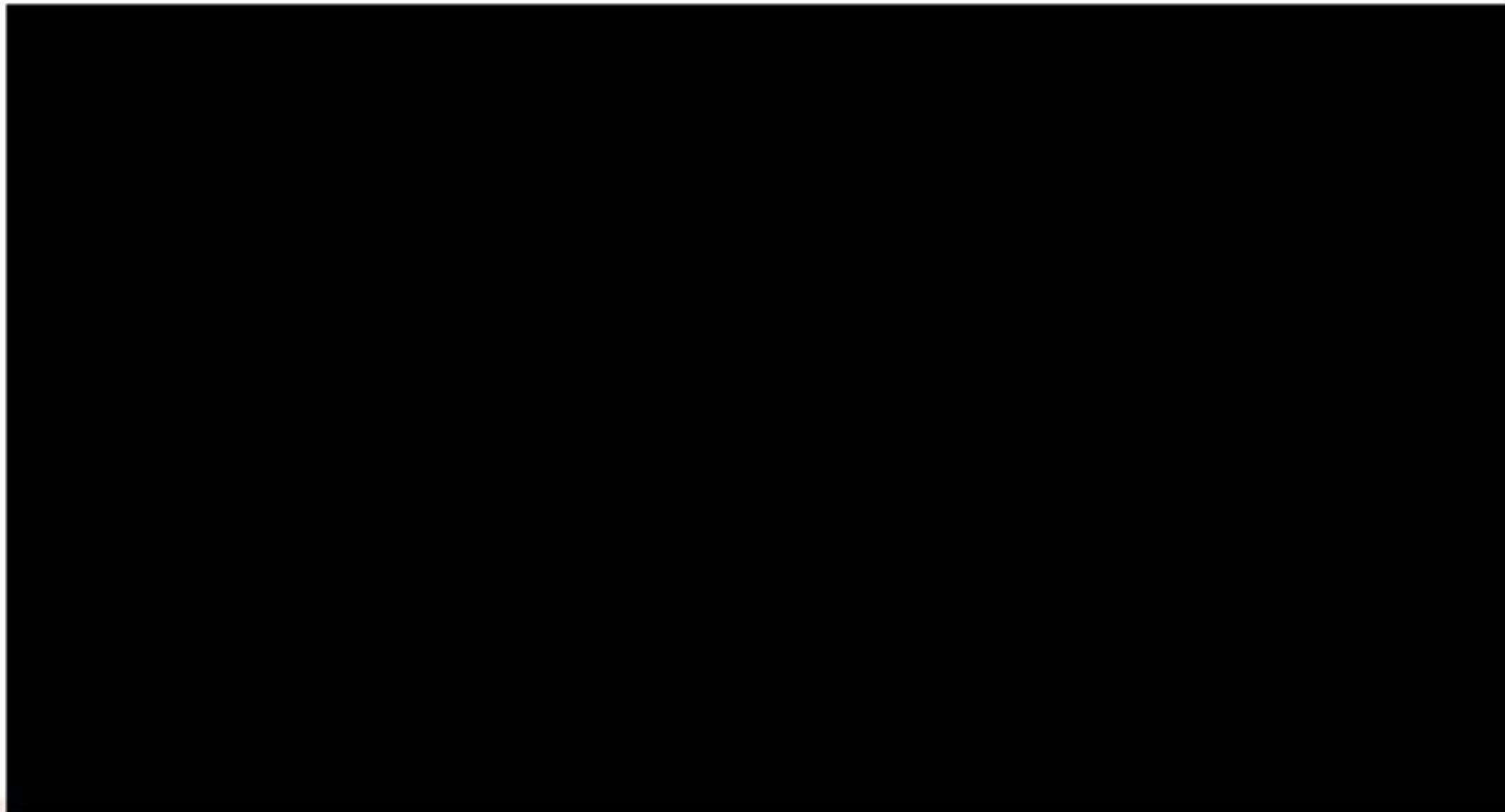
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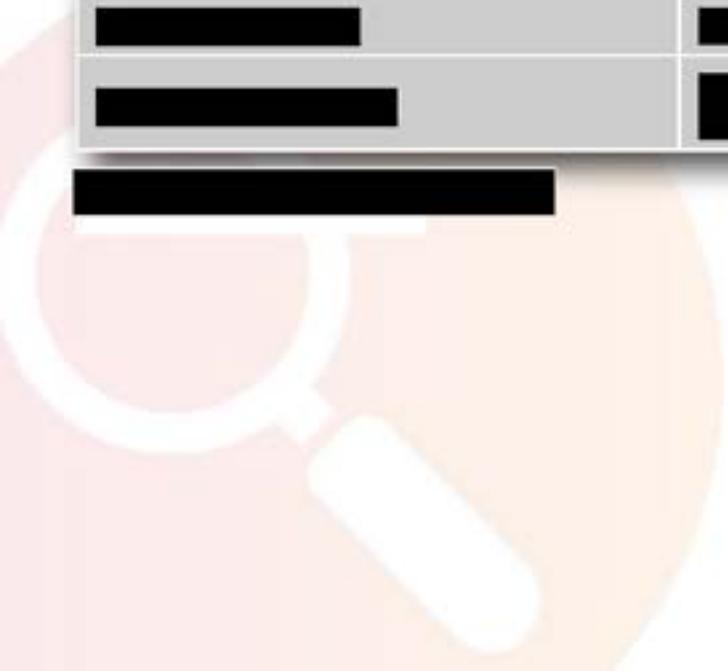


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PS2: Understanding of Problem Statement





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## PS3: Approach to Co-creation





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PS4: Planning, Delivery and Risk Management





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ID	Risk	Phase	Likelihood Score	Severity Score	Risk	Test	Prepare
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Table 8: Sample Risk Log



ID	Assumption	Impact	User need impacted	Business need impacted	Action	Owner
■	■	■	■	■	■	■

Table 9: Sample Assumptions Log

ID	Dependency	Impact	User need impacted	Business need impacted	Action	Owner
■	■	■	■	■	■	■

Table 10: Sample Dependencies Log

PS5: Approach to Scaling, Intellectual Property (IP) and  
Co-commercialisation





[REDACTED]



Table 11: Forecast Revenues:

Development Area	Years 1-2 (€K TCV)	Years 3-5 (€K TCV)	Years 5+	Total
UK Cities	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Added Value Services		[REDACTED]	[REDACTED]	[REDACTED]
Non UK		[REDACTED]	[REDACTED]	[REDACTED]

### Y1 - Y2 Forecast Revenues

Development Area	Years 1-2 (€K TCV)	Impact
UK Cities	[REDACTED]	[REDACTED]
AVS		[REDACTED]
Non UK		[REDACTED]

### Y3 – Y5 Forecast Revenues

Development Area	Years 3-5 (€K TCV)	Impact
UK Cities	[REDACTED]	[REDACTED]
AVS	[REDACTED]	[REDACTED]
Non UK	[REDACTED]	[REDACTED]



### Costs / Pricing for Scaling

Phase 2 budget has been calculated based on indicative Phase 2 roles. This represents additional time allocation for Phase 1 resources and additional roles required to Scale and Implement over a proposed 3 year delivery period.

Field services and equipment costs are included in other costs and would be broken out fully to discuss with TfL.

Category	Ratecard Role	GBP			Days	Value (GBP)
		Day rate	Max Day rate Level A	Max Day rate Level B	Total Days	Total value
Resource	Business analyst					
Resource	Business architect					
Resource	Commercial Manager					
Resource	Product manager					
Resource	Consultant A					
Resource	Delivery Lead					
Resource	Designer / UX designer A					
Resource	Designer / UX designer B					
Resource	Developer (Offshore)					
Resource	Developer A					
Resource	Developer B					
Resource	Engineer (Offshore)					
Resource	Experience Lead					
Resource	Innovation Lead					
Resource	PMO (Offshore)					
Resource	Procurement Manager					
Resource	Scrum Master (Offshore)					
Resource	Security Architect					
Resource	Technical architect					
Resource	Test Analyst (Offshore)					
Resource	<b>Total Resource</b>					
Other Charges	Other charges					
Other Cost	<b>Total Other Cost</b>					
<b>Total</b>	<b>Total Cost</b>					

PS6: Investment Proposal





**Table 12: A summary of the Costs and Returns (Financial and Non Financial) for the respective parties at each Phase is provided in the Table below.**

Phase	Cost		Financial Return		Non Financial ReturnSSL	
	TfL	SSL	TfL	SSL	TfL	SSL
1	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
2	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
3	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]



SSL Phase 1 investment costs are as follows, aligned to our project plan detailed in PS4.

Category	Ratecard Role	GBP				Days	Value (GBP)
		Day rate (excluding profit)	Day rate	Max Day rate Level A	Max Day rate Level B	Total Days	Total value
Resource	Business analyst						
Resource	Business architect						
Resource	Commercial Manager						
Resource	Consultant A						
Resource	Delivery Lead						
Resource	Designer / UX designer A						
Resource	Designer / UX designer B						
Resource	Developer (Offshore)						
Resource	Developer A						
Resource	Developer B						
Resource	Engineer (Offshore)						
Resource	Experience Lead						
Resource	Innovation Lead						
Resource	PMO (Offshore)						
Resource	Procurement Manager						
Resource	Scrum Master (Offshore)						
Resource	Security Architect						
Resource	Technical architect						
Resource	Test Analyst (Offshore)						
Resource	<b>Total Resource</b>						
Other Cost	SME						
Other Cost	<b>Total Other Cost</b>						
<b>Total</b>	<b>Total Cost</b>						

This investment will allow us to deliver a functional POC in an operational environment against a set of OKRs. We will measure our Phase 1 delivery against these and re-validate the high level business case below which identifies the potential returns (financial and non financial) for TFL.



### The top 3 commercial risks:

ID	Risk	Phase	Likelihood Score	Severity Score	Risk	Test	Prepare
R1	Unable to demonstrate an effective ROI on solution	Phase 1	5	10	50	ongoing and continuous review of business case established in phase 0/ phase 1	Innovation Lead
R2	TfL can't secure budget for project	Phase 2	2	10	20	TBA	TfL Open Innovation Lead
R3	Solution has already been developed in another region	Phase 3	3	5	15	TBA	Innovation Lead

Table 13: Commercial Risks

Word count for Section 5 excluding Figures and Tables: 3,165

# Innovation Collaboration Framework

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## About Sopra Steria

Sopra Steria, a European tech leader recognised for its consulting, digital services and software development, helps its clients drive their digital transformation to obtain tangible and sustainable benefits.

It provides end-to-end solutions to make large companies and organisations more competitive by combining in-depth knowledge of a wide range of business sectors and innovative technologies with a fully collaborative approach. Sopra Steria places people at the heart of everything it does and is committed to putting digital to work for its clients in order to build a positive future for all.

With 50,000 employees in nearly 30 countries, the Group generated revenue of €5.1 billion in 2022.

**The world is how we shape it.**

**For more information, please visit our website [www.soprasteria.com](http://www.soprasteria.com)**

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**SIGNED** for and on behalf of **TRANSPORT FOR LONDON** by:

Signature:



Name: Collan Murray

Position: Head of Commercial

Date: 14/12/2023 | 15 : 54 GMT

**SIGNED** for and on behalf of **SOPRA STERIA LIMITED** by:

Signature:



Name (block capitals): Giles Brooks-Usher

Position: Chief Commercial and Legal Officer

Date: 14/12/2023 | 13:30 GMT