



Contract Reference Number: TfL 91297

Outline Agreement Number: 4600006075

Date: 20th June 2017

**Contract for Services – On the Move (OTM) and
Upfront Staff Magazines**

between

Transport for London

and

AB Publishing Ltd

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THIS CONTRACT IS MADE THE
BETWEEN:

.....^{5th} July..... DAY OF 2017

- (1) Transport for London (“the Authority”); and
- (2) AB Publishing Ltd, a company registered in England and Wales (Company Registration Number 0918479) whose registered office is at Unit B Gemini House 180 – 182 Bermondsey Street, London SE1 3TQ (“the Service Provider”).

RECITALS:

- A. The Authority requires the provision of the design, creative development, production and distribution of LU’s staff magazine – On The Move (OTM) and Surface Transport’s Upfront Magazine edition.
- B. The Authority wishes the Service Provider to provide the Services and the Service Provider is willing to provide the Services to the Authority on the terms and conditions set out in the Contract.
- C. The Service Provider should be aware that the Authority does not offer any guarantee or minimum volume of the Services that may be delivered under this Contract and does not offer any exclusivity to the Service Provider.

THE PARTIES AGREE THAT:

1. Definitions and Interpretation

In the Contract (including the Recitals):

- 1.1 unless the context indicates otherwise the following expressions shall have the following meanings:

- | | |
|---------------------------|--|
| “Affected Party” | has the meaning given to it in Clause 26.3; |
| “Authority Assets” | means any assets (whether tangible or intangible), materials, resources, systems, networks, connectivity and other equipment, machinery and facilities owned by or licensed to the Authority or any member of the Authority Group; |
| “Authority Group” | shall mean where the Authority is:

(a) TfL, TfL in its own right and as holding company of all its subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together and reference to any “member of the Authority Group” |

shall refer to TfL or any such subsidiary; and

- (b) the Greater London Authority (GLA), the GLA, TfL, the Mayor's Office for Policing and Crime, the London Fire and Emergency Planning Authority, London Legacy Development Corporation and the Old Oak and Park Royal Development Corporation ("**Functional Bodies**") each in their own right and as holding companies of all of their subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together and reference to any "**member of the Authority Group**" shall refer to the GLA, any Functional Body or any such subsidiary;

"Authority Premises"

any land or premises (including temporary buildings) owned or occupied by or on behalf of any member of the Authority Group;

"Business Day"

any day excluding Saturdays, Sundays or public or bank holidays in England;

"Cessation Plan"

a plan agreed between the Parties or determined by the Authority pursuant to Clauses 28.1 to 28.5 (inclusive) to give effect to a Declaration of Ineffectiveness or Clauses 28.6 to 28.10 (inclusive) to give effect to a Public Procurement Termination Event;

"Charges"

the charges payable by the Authority, in consideration of the due and proper performance of the Services in accordance with the Contract, as specified in or calculated in accordance with Schedule 4 as the same may be varied from time to time in accordance with Clause 26.6 or Clause 31;

"Confidential Information"

all information (whether written or verbal) that by its nature may reasonably be regarded as confidential to the Authority (or any member of the Authority Group) whether commercial, financial, technical or otherwise, and including information which relates to the business affairs, customers, suppliers, products, software, telecommunications,

	networks, trade secrets, know-how or personnel of the Authority Group);
“Contract”	this contract, including the Schedules and all other documents referred to in this contract;
“Contract Commencement Date”	the date for commencement of the Contract specified in Schedule 1;
“Contract Information”	(i) the Contract in its entirety (including from time to time agreed changes to the Contract) and (ii) data extracted from the invoices submitted pursuant to Clause 5 which shall consist of the Service Provider’s name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount;
“Contract Manager”	the person named as such in Schedule 1 or such other person as notified to the Service Provider by the Authority;
“Data Protection Legislation”	means: <ul style="list-style-type: none"> (a) any legislation in force from time to time in the United Kingdom which implements the European Community’s Directive 95/46/EC and Directive 2002/58/EC, including but not limited to the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003; (b) from 25 May 2018 only, the Regulation (EU) 2016/679 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data (the "General Data Protection Regulation"); (c) any other legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data; and (d) any statutory codes of practice issued by the Information Commissioner in relation to such

legislation.

“Declaration of Ineffectiveness”

a declaration of ineffectiveness in relation to this Contract made by a Court of competent jurisdiction pursuant to Regulation 98 of the Public Contracts Regulations 2015 or Regulations 113(2)(a) or 118(3) of the Utilities Contracts Regulations 2016;

“Force Majeure Event”

any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the Affected Party to perform its obligations in accordance with the terms of the Contract but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the Affected Party or the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact;

“Holding Company”

any company which from time to time directly or indirectly controls the Service Provider as set out by section 1159 of the Companies Act 2006;

“Insolvency Event”

any of the following:

- (a) either or both of the Service Provider or the Holding Company making any voluntary arrangement with its creditors or becoming subject to an administration order;
- (b) a receiver, administrative receiver, manager, or administrator being appointed over all or part of the business of either or both of the Service Provider or the Holding Company;
- (c) being a company, either or both of the Service Provider or the Holding Company having passed a resolution for its winding-up or being subject to a petition for its winding-up (except

for the purposes of a voluntary amalgamation, reconstruction or other re-organisation without insolvency);

- (d) either or both of the Service Provider or the Holding Company ceasing or threatening to cease to carry on its business for any reason or being unable to pay its debts within the meaning of the Insolvency Act 1986;
- (e) being an individual or firm, the Service Provider becoming bankrupt or dying;
- (f) any similar event to those in (a) to (e) above occurring in relation to either or both of the Service Provider or the Holding Company under the law of any applicable jurisdiction for those purposes;

“Intellectual Property Rights”

any patent, know-how, trade mark or name, service mark, design right, copyright, rights in passing off, database right, rights in commercial or technical information, any other rights in any invention, discovery or process and any other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect in each case in the United Kingdom and anywhere else in the world;

“Key Personnel”

the Service Provider’s key personnel named in Schedule 1;

“Losses”

all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and judgments;

“Milestone”

an event which is the completion of one or more of the specified activities as may be set