

					Acceptance for Service Certificate in accordance with the Agreement
280	Acceptance for Service	69	0.15%	29,912.61	The Purchaser issues a valid, counter-signed Acceptance for Service Certificate in accordance with the Agreement
281	Delivery into Storage	70	0.30%	59,825.21	Delivery by the Manufacturer of Replacement Systems into Storage in accordance with the Agreement including Clause 12.2A (<i>Storage</i>)
282	Pre-Installation Inspection & Systems Test Approval	70	0.30%	59,825.21	Issue by the Purchaser of a valid, signed Pre-installation Inspection and System Tests certificate evidencing that such Tests have been passed, in accordance with the Agreement
283	DC Acceptance for Service	70	0.15%	29,912.61	The Purchaser issues a valid, counter-signed DC Acceptance for Service Certificate in accordance with the Agreement
284	Acceptance for Service	70	0.15%	29,912.61	The Purchaser issues a valid, counter-signed Acceptance for Service Certificate in accordance with the Agreement
285	Delivery into Storage	71	0.30%	59,825.21	Delivery by the Manufacturer of Replacement Systems into Storage in accordance with the Agreement including Clause 12.2A (<i>Storage</i>)
286	Pre-Installation Inspection & Systems Test Approval	71	0.30%	59,825.21	Issue by the Purchaser of a valid, signed Pre-installation Inspection and System Tests certificate evidencing that such Tests have been passed, in accordance with the Agreement
287	DC Acceptance for Service	71	0.15%	29,912.61	The Purchaser issues a valid, counter-signed DC Acceptance for Service Certificate in accordance with the Agreement
288	Acceptance for Service	71	0.15%	29,912.61	The Purchaser issues a valid, counter-signed Acceptance for Service Certificate in accordance with the Agreement
289	Delivery into Storage	72	0.30%	59,825.21	Delivery by the Manufacturer of Replacement Systems into Storage in accordance with the Agreement including Clause 12.2A (<i>Storage</i>)

290	Pre-Installation Inspection & Systems Test Approval	72	0.30%	59,825.21	Issue by the Purchaser of a valid, signed Pre-installation Inspection and System Tests certificate evidencing that such Tests have been passed, in accordance with the Agreement
291	DC Acceptance for Service	72	0.15%	29,912.61	The Purchaser issues a valid, counter-signed DC Acceptance for Service Certificate in accordance with the Agreement
292	Acceptance for Service	72	0.15%	29,912.61	The Purchaser issues a valid, counter-signed Acceptance for Service Certificate in accordance with the Agreement
293	Delivery into Storage	73	0.30%	59,825.21	Delivery by the Manufacturer of Replacement Systems into Storage in accordance with the Agreement including Clause 12.2A (<i>Storage</i>)
294	Pre-Installation Inspection & Systems Test Approval	73	0.30%	59,825.21	Issue by the Purchaser of a valid, signed Pre-installation Inspection and System Tests certificate evidencing that such Tests have been passed, in accordance with the Agreement
295	DC Acceptance for Service	73	0.15%	29,912.61	The Purchaser issues a valid, counter-signed DC Acceptance for Service Certificate in accordance with the Agreement
296	Acceptance for Service	73	0.15%	29,912.61	The Purchaser issues a valid, counter-signed Acceptance for Service Certificate in accordance with the Agreement
297	Delivery into Storage	74	0.30%	59,825.21	Delivery by the Manufacturer of Replacement Systems into Storage in accordance with the Agreement including Clause 12.2A (<i>Storage</i>)
298	Pre-Installation Inspection & Systems Test Approval	74	0.30%	59,825.21	Issue by the Purchaser of a valid, signed Pre-installation Inspection and System Tests certificate evidencing that such Tests have been passed, in accordance with the Agreement
299	DC Acceptance for Service	74	0.15%	29,912.61	The Purchaser issues a valid, counter-signed DC Acceptance for Service Certificate in accordance with the Agreement
300	Acceptance for	74	0.15%		The Purchaser issues a valid,

	Service			29,912.61	counter-signed Acceptance for Service Certificate in accordance with the Agreement
301	Delivery into Storage	75	0.30%	59,825.21	Delivery by the Manufacturer of Replacement Systems into Storage in accordance with the Agreement including Clause 12.2A (<i>Storage</i>)
302	Pre-Installation Inspection & Systems Test Approval	75	0.30%	59,825.21	Issue by the Purchaser of a valid, signed Pre-installation Inspection and System Tests certificate evidencing that such Tests have been passed, in accordance with the Agreement
303	DC Acceptance for Service	75	0.15%	29,912.61	The Purchaser issues a valid, counter-signed DC Acceptance for Service Certificate in accordance with the Agreement
304	Acceptance for Service	75	0.15%	29,912.61	The Purchaser issues a valid, counter-signed Acceptance for Service Certificate in accordance with the Agreement
305	Delivery into Storage	76	0.30%	59,825.21	Delivery by the Manufacturer of Replacement Systems into Storage in accordance with the Agreement including Clause 12.2A (<i>Storage</i>)
306	Pre-Installation Inspection & Systems Test Approval	76	0.30%	59,825.21	Issue by the Purchaser of a valid, signed Pre-installation Inspection and System Tests certificate evidencing that such Tests have been passed, in accordance with the Agreement
307	DC Acceptance for Service	76	0.15%	29,912.61	The Purchaser issues a valid, counter-signed DC Acceptance for Service Certificate in accordance with the Agreement
308	Acceptance for Service	76	0.15%	29,912.61	The Purchaser issues a valid, counter-signed Acceptance for Service Certificate in accordance with the Agreement
309	Delivery into Storage	77	0.30%	59,825.21	Delivery by the Manufacturer of Replacement Systems into Storage in accordance with the Agreement including Clause 12.2A (<i>Storage</i>)
310	Pre-Installation Inspection & Systems Test Approval	77	0.30%	59,825.21	Issue by the Purchaser of a valid, signed Pre-installation Inspection and System Tests certificate evidencing that

					such Tests have been passed, in accordance with the Agreement
311	DC Acceptance for Service	77	0.15%	29,912.61	The Purchaser issues a valid, counter-signed DC Acceptance for Service Certificate in accordance with the Agreement
312	Acceptance for Service	77	0.15%	29,912.61	The Purchaser issues a valid, counter-signed Acceptance for Service Certificate in accordance with the Agreement
313	Delivery into Storage	78	0.30%	59,825.21	Delivery by the Manufacturer of Replacement Systems into Storage in accordance with the Agreement including Clause 12.2A (<i>Storage</i>)
314	Pre-Installation Inspection & Systems Test Approval	78	0.30%	59,825.21	Issue by the Purchaser of a valid, signed Pre-installation Inspection and System Tests certificate evidencing that such Tests have been passed, in accordance with the Agreement
315	DC Acceptance for Service	78	0.15%	29,912.61	The Purchaser issues a valid, counter-signed DC Acceptance for Service Certificate in accordance with the Agreement
316	Acceptance for Service	78	0.15%	29,912.61	The Purchaser issues a valid, counter-signed Acceptance for Service Certificate in accordance with the Agreement
317	Delivery into Storage	79	0.30%	59,825.21	Delivery by the Manufacturer of Replacement Systems into Storage in accordance with the Agreement including Clause 12.2A (<i>Storage</i>)
318	Pre-Installation Inspection & Systems Test Approval	79	0.30%	59,825.21	Issue by the Purchaser of a valid, signed Pre-installation Inspection and System Tests certificate evidencing that such Tests have been passed, in accordance with the Agreement
319	DC Acceptance for Service	79	0.15%	29,912.61	The Purchaser issues a valid, counter-signed DC Acceptance for Service Certificate in accordance with the Agreement
320	Acceptance for Service	79	0.15%	29,912.61	The Purchaser issues a valid, counter-signed Acceptance for Service Certificate in accordance with the Agreement

321	Delivery into Storage	80	0.30%	59,825.21	Delivery by the Manufacturer of Replacement Systems into Storage in accordance with the Agreement including Clause 12.2A (<i>Storage</i>)
322	Pre-Installation Inspection & Systems Test Approval	80	0.30%	59,825.21	Issue by the Purchaser of a valid, signed Pre-installation Inspection and System Tests certificate evidencing that such Tests have been passed, in accordance with the Agreement
323	DC Acceptance for Service	80	0.15%	29,912.61	The Purchaser issues a valid, counter-signed DC Acceptance for Service Certificate in accordance with the Agreement
324	Acceptance for Service	80	0.15%	29,912.61	The Purchaser issues a valid, counter-signed Acceptance for Service Certificate in accordance with the Agreement
325	Delivery into Storage	81	0.30%	59,825.21	Delivery by the Manufacturer of Replacement Systems into Storage in accordance with the Agreement including Clause 12.2A (<i>Storage</i>)
326	Pre-Installation Inspection & Systems Test Approval	81	0.30%	59,825.21	Issue by the Purchaser of a valid, signed Pre-installation Inspection and System Tests certificate evidencing that such Tests have been passed, in accordance with the Agreement
327	DC Acceptance for Service	81	0.15%	29,912.61	The Purchaser issues a valid, counter-signed DC Acceptance for Service Certificate in accordance with the Agreement
328	Acceptance for Service	81	0.15%	29,912.61	The Purchaser issues a valid, counter-signed Acceptance for Service Certificate in accordance with the Agreement
329	Delivery into Storage	82	0.30%	59,825.21	Delivery by the Manufacturer of Replacement Systems into Storage in accordance with the Agreement including Clause 12.2A (<i>Storage</i>)
330	Pre-Installation Inspection & Systems Test Approval	82	0.30%	59,825.21	Issue by the Purchaser of a valid, signed Pre-installation Inspection and System Tests certificate evidencing that such Tests have been passed, in accordance with the Agreement
331	DC Acceptance for	82	0.15%		The Purchaser issues a valid,

	Service			29,912.61	counter-signed DC Acceptance for Service Certificate in accordance with the Agreement
332	Acceptance for Service	82	0.15%	29,912.61	The Purchaser issues a valid, counter-signed Acceptance for Service Certificate in accordance with the Agreement
333	Delivery into Storage	83	0.30%	59,825.21	Delivery by the Manufacturer of Replacement Systems into Storage in accordance with the Agreement including Clause 12.2A (<i>Storage</i>)
334	Pre-Installation Inspection & Systems Test Approval	83	0.30%	59,825.21	Issue by the Purchaser of a valid, signed Pre-installation Inspection and System Tests certificate evidencing that such Tests have been passed, in accordance with the Agreement
335	DC Acceptance for Service	83	0.15%	29,912.61	The Purchaser issues a valid, counter-signed DC Acceptance for Service Certificate in accordance with the Agreement
336	Acceptance for Service	83	0.15%	29,912.61	The Purchaser issues a valid, counter-signed Acceptance for Service Certificate in accordance with the Agreement
337	Delivery into Storage	84	0.30%	59,825.21	Delivery by the Manufacturer of Replacement Systems into Storage in accordance with the Agreement including Clause 12.2A (<i>Storage</i>)
338	Pre-Installation Inspection & Systems Test Approval	84	0.30%	59,825.21	Issue by the Purchaser of a valid, signed Pre-installation Inspection and System Tests certificate evidencing that such Tests have been passed, in accordance with the Agreement
339	DC Acceptance for Service	84	0.15%	29,912.61	The Purchaser issues a valid, counter-signed DC Acceptance for Service Certificate in accordance with the Agreement
340	Acceptance for Service	84	0.15%	29,912.61	The Purchaser issues a valid, counter-signed Acceptance for Service Certificate in accordance with the Agreement
341	Delivery into Storage	85	0.30%	59,825.21	Delivery by the Manufacturer of Replacement Systems into Storage in accordance with the Agreement including

					Clause 12.2A (<i>Storage</i>)
342	Pre-Installation Inspection & Systems Test Approval	85	0.30%	59,825.21	Issue by the Purchaser of a valid, signed Pre-installation Inspection and System Tests certificate evidencing that such Tests have been passed, in accordance with the Agreement
343	DC Acceptance for Service	85	0.15%	29,912.61	The Purchaser issues a valid, counter-signed DC Acceptance for Service Certificate in accordance with the Agreement
344	Acceptance for Service	85	0.15%	29,912.61	The Purchaser issues a valid, counter-signed Acceptance for Service Certificate in accordance with the Agreement
345	Fleet Acceptance	-	8.40%	1,675,105.91	The Purchaser issues a valid, counter-signed Fleet Acceptance Certificate in accordance with the Agreement
	Total Milestone Payments		100%	19,941,737.00	

PART 5 – VALUATION OF VARIATIONS**1. SCHEDULE OF RATES AND PRICES**

- 1.1 The rates and prices that shall be used to determine the value of Variations in accordance with Clause 23.3 are set out in Part 6 of this Schedule 4.

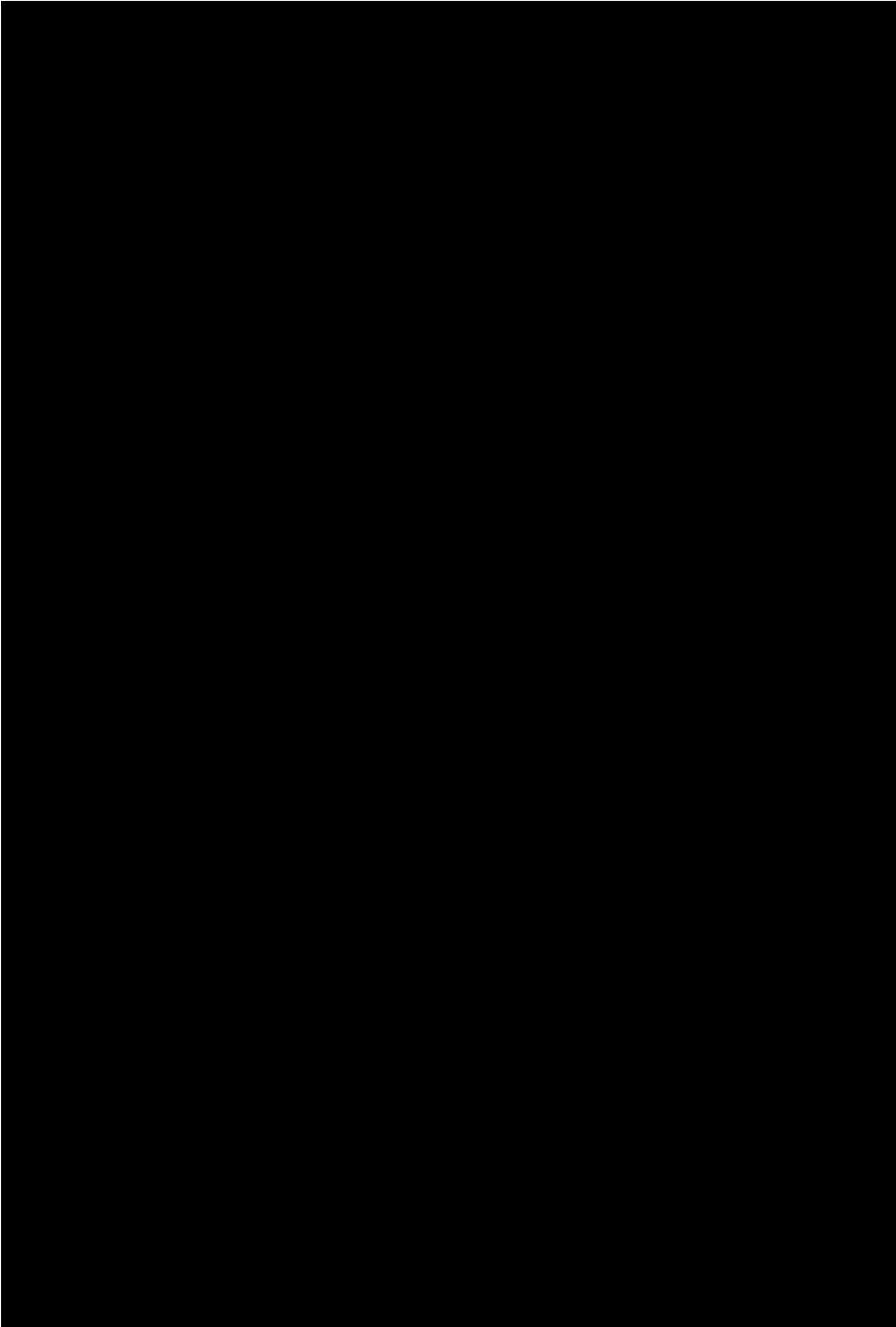
2. CONVERSION OF SUMS INTO STERLING

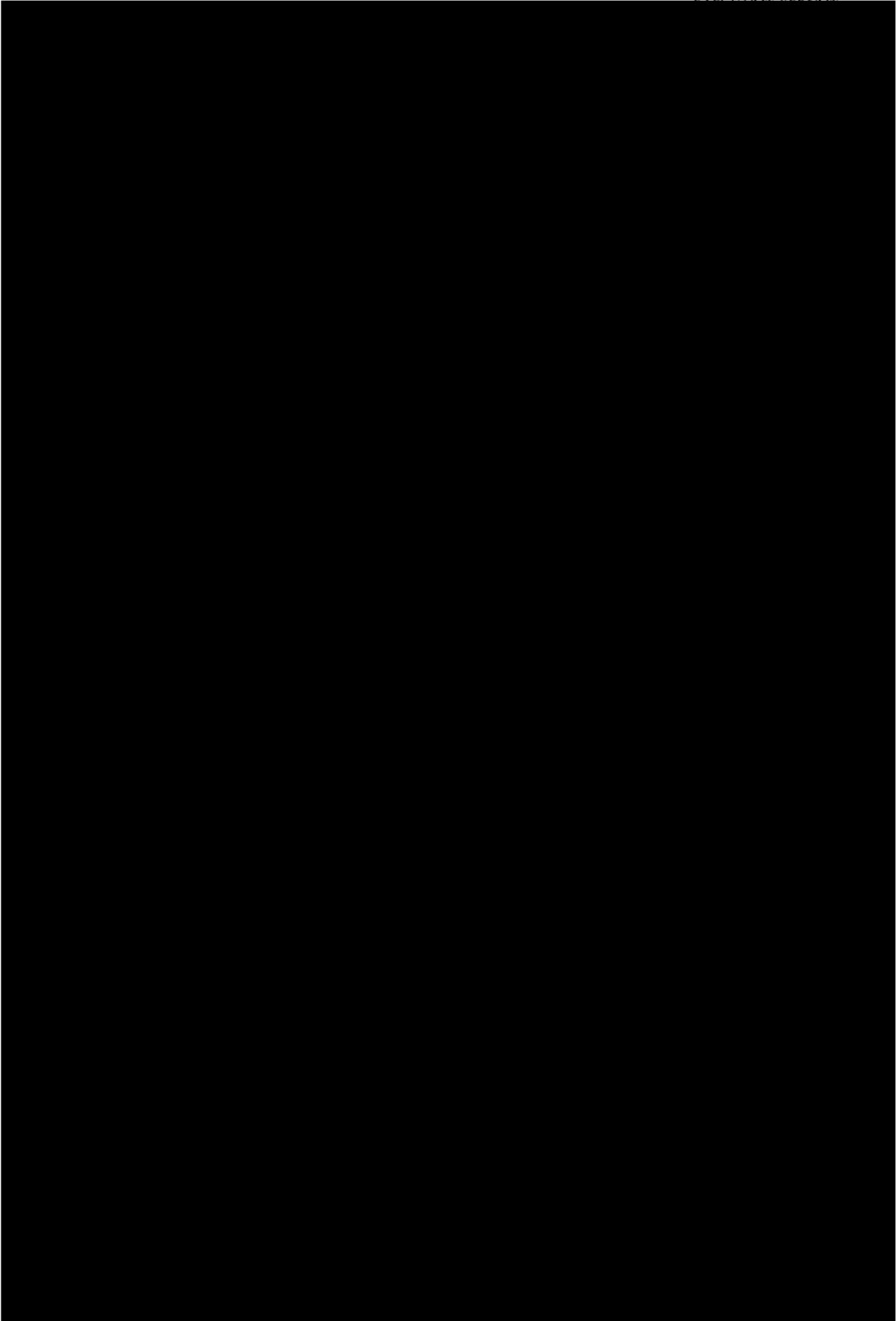
- 2.1 Where a sum forming part or all of the value of a Variation is not in Sterling, the Purchaser may in its discretion apply the following:
- 2.1.1 A dated invoice / quotation from the third party will form the basis of the valuation.
- 2.1.2 A currency conversion will be applied based on the Bank of England's Sterling foreign exchange reference rates as published at:

<http://www.bankofengland.co.uk/boeapps/iadb/Rates.asp>

or such other address as may be used by the Bank of England or other body which takes over its function, as at the same date as that on the invoice / quotation.

PART 6 – SCHEDULE OF RATES AND PRICES





PART 7: FOREIGN EXCHANGE**Financial Close Protocol****Hedging Rights Process**

1. The Purchaser shall procure that Tfl confirm that it elects to utilise its hedging powers.
2. The Financial Close Spreadsheet shall be updated and sent to the Purchaser for approval.
3. The Purchaser either approves the Financial Close Spreadsheet or if not then the Purchaser informs the Manufacturer of any discrepancies in the Financial Close Spreadsheet.
4. If approved, an updated Part 3 (*Contract Price Breakdown*) of Schedule 4 (*Contract Price*) with amended prices will be sent to the Purchaser for approval. These will include Milestone Payments in Part 3 (*Contract Price Breakdown*) of Schedule 4 (*Contract Price*) split into the relevant currencies to be paid by the Purchaser. The Manufacturer will invoice any VAT payable on the foreign currencies in GBP at the prevailing rate at the VAT point (as evidenced by Bloomberg screenshots).
5. For the purposes of this Schedule 4 Part 7 the following words and expressions shall have the following meanings:

"Financial Close Spreadsheet" shall mean the spreadsheet referred to by such name and initialled by the Parties as at the date of this Agreement.

SCHEDULE 5: KEY PERSONNEL

The Key Personnel roles are set out in Paragraph 7 of Schedule 1B Part A (*Project Execution Plan*).

SCHEDULE 6: FORM OF CERTIFICATES

PART A: PRE-INSTALLATION AND SYSTEMS TEST CERTIFICATE

Purchaser	
Manufacturer	
Purchaser Representative	
PRE-INSTALLATION AND SYSTEMS TEST CERTIFICATE	PIST No.
<p>In accordance with the Agreement, including Clause 12.3A (<i>First Train Tests</i>), Clause 12.3 (<i>Site Tests for DC Trains</i>) and Clause 12.5 (<i>Installation of Replacement Traction System</i>) we hereby certify that the Replacement Systems specified in the schedule below are complete and have passed all Pre-Installation and System Tests required by the Specification</p>	
<p>SCHEDULE</p> <p>[Train no. to which this certificate applies]</p>	
Planned completion was	Day Month Year
Signed _____	For the Manufacturer Date _____
Signed _____	Purchaser Representative Date _____

PART B: FORM OF DC ACCEPTANCE FOR SERVICE CERTIFICATE

DC ACCEPTANCE FOR SERVICE CERTIFICATE		
DC ACCEPTANCE FOR SERVICE CERTIFICATE	CAfS No.	
In accordance with Clause 12.4 (<i>DC Acceptance for Service</i>) I hereby certify: <ul style="list-style-type: none"> The Plant and Machinery to which this certificate relates can be operated safely and in accordance with all Applicable Laws and the terms of all Relevant Consents That the following Acceptance for Service Criteria have not been satisfied: 		
Conditional Acceptance for Service Criterion as Clause 12.4.1	Reason(s) not met: The following New Systems and Devices were unavailable at time of acceptance.	
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(H)		
(I)		
Actual completion was Day Month Year		
In accordance with clause 12.4 (DC Acceptance for Service) the Manufacturer shall satisfy the following conditions and complete the following tasks:		
	Condition to be satisfied / task to be performed	Timetable for completion
1		
2		
3		
4		
5		
6		
7		
All the above must be complete on or before [date on which Fleet Acceptance is scheduled to occur pursuant to the Contract Programme]		
Signed _____ Purchaser Representative Date _____		

PART C: FORM OF ACCEPTANCE FOR SERVICE CERTIFICATE

Purchaser	
Manufacturer	
Purchaser Representative	
ACCEPTANCE FOR SERVICE CERTIFICATE	AFS No. _____
<p>In accordance with the Agreement including Clause 12.6 (<i>Acceptance for Service</i>) we hereby certify that the Replacement Systems specified in the schedule below are complete and have passed all Tests required by the Test Plan required to be performed prior to the Acceptance for Service and the Acceptance for Service Criteria have been satisfied.</p>	
<p>SCHEDULE</p> <p>[Train no. to which this certificate applies]</p>	
Planned completion was	Day Month Year
Signed _____	For the Manufacturer Date _____
Signed _____	Purchaser Representative Date _____