

Relevant Individual has no further involvement with the performance of any aspect of this Agreement.

54.7 Nothing in this Clause 54 in any way waives, limits or amends any obligation of the Manufacturer to the Purchaser arising under this Agreement and the Manufacturer's obligation to perform this Agreement remains in full force and effect and the Manufacturer cannot claim any extra costs or time as a result of any actions under this Clause 54.

54.8 The Manufacturer confirms that, for the duration of this Agreement, its corporate security and personnel processes are sufficient to ensure that no personnel with a Relevant Conviction will carry out any aspect of this Agreement.

55. BEST VALUE

55.1 The Manufacturer acknowledges that TfL is a best value authority for the purposes of the Local Government Act 1999 and as such TfL and the Purchaser are required to make arrangements to secure continuous improvement in the way they exercise their functions, having regard to a combination of economy, efficiency and effectiveness. The Manufacturer shall assist the Purchaser (and, where appropriate, TfL) to discharge this duty and agrees to negotiate in good faith any changes to this Agreement in order for the Purchaser (and, where appropriate, TfL) to achieve best value.

56. WORK RELATED ROAD RISK

Definitions

56.1 For the purposes of Clauses 56.2 to 56.9 (inclusive) of this Agreement, the following expressions shall have the following meanings:

"Alternative Scheme" has the meaning ascribed to it in Clause 56.2.1 ;

"Bronze Accreditation" the minimum level of accreditation within the FORS Standard, the requirements of which are more particularly described at:

www.fors-online.org.uk

"Car-derived Vans" 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;

"Collision Report" a report detailing all collisions during the previous twelve (12) months involving injuries to persons or fatalities;

"Delivery and Servicing Vehicle" a Lorry, a Van or a Car-derived Van;

"Driver"	any employee of the Manufacturer (including an agency driver), who operates Delivery and Servicing Vehicles on behalf of the Manufacturer while delivering the Goods;
"DVLA"	Driver and Vehicle Licensing Agency;
"FORS"	the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating van and lorry fleets. It offers impartial, independent advice and guidance to motivate companies to improve their compliance with relevant laws and their environmental, social and economic performance;
"FORS Standard"	<p>the standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at:</p> <p>www.fors-online.org.uk</p>
"Gold Accreditation"	<p>the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at:</p> <p>www.fors-online.org.uk</p>
"Lorry"	a vehicle with an MAM exceeding 3,500 kilograms;
"MAM"	the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road;
"Side Guards"	guards that are fitted between the front and rear axles of a Lorry and that comply with EC Directive 89/297/EEC and the Road Vehicles (Construction and Use) Regulations 1986;

"Silver Accreditation" the intermediate level of accreditation within the FORS Standard, the requirements of which are more particularly described at:

www.fors-online.org.uk

"to provide the Goods" to provide the Goods in the United Kingdom;

"Van" a vehicle with a MAM not exceeding 3,500 kilograms.

"WRRR Self-certification Report" has the meaning ascribed to it in Clause 56.7;

Fleet Operator Recognition Scheme Accreditation

56.2 Where the Manufacturer operates Delivery and Servicing Vehicles to provide the Goods, it shall within ninety (90) days of the Commencement Date:

56.2.1 (unless already registered) register for FORS or a scheme, which in the reasonable opinion of Purchaser, is an acceptable substitute to FORS (the "**Alternative Scheme**"); and

56.2.2 (unless already accredited) have attained the standard of Bronze Accreditation (or higher) or the equivalent within the Alternative Scheme and shall maintain the standard of Bronze Accreditation (or equivalent standard within the Alternative Scheme) by way of an annual independent assessment in accordance with the FORS Standard or take such steps as may be required to maintain the equivalent standard within the Alternative Scheme. Alternatively, where the Manufacturer has attained Silver or Gold Accreditation, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.

Safety Equipment on Vehicles

56.3 The Manufacturer shall ensure that every Lorry, which it uses to provide the Goods, shall:

56.3.1 have Side Guards, unless the Manufacturer can demonstrate to the reasonable satisfaction of Purchaser that the Lorry will not perform the function for which it was built if Side Guards are fitted;

56.3.2 have front, side and rear blind spots completely eliminated or minimised as far as practical and possible, through the use of fully operational direct and indirect vision aids and driver audible alerts;

56.3.3 have equipment fitted with an audible means of warning other road users of the Lorry's left manoeuvre; and

- 56.3.4 have prominent signage on the Lorry to warn cyclists and other road users of the dangers of passing the Lorry on the inside and of getting too close to the Lorry.

Driver Licence Checks

- 56.4 Where the Manufacturer operates Delivery and Servicing Vehicles to provide the Goods the Manufacturer shall ensure that:
- 56.4.1 it has a system in place to ensure all its Drivers hold a valid driving licence for the category of vehicle that they are tasked to drive, along with recording any endorsements, or restrictions on the Drivers licence; and
- 56.4.2 each of its Drivers engaged in the provision of the Goods has a driving licence check with the DVLA or such equivalent before that Driver commences delivery of the Goods and that the driving licence check with the DVLA or equivalent authority is repeated in accordance with either the following risk scale (in the case of the DVLA issued licences only), or the Manufacturer's risk scale, provided that the Manufacturer's risk scale has been approved in writing by Purchaser within the last twelve (12) months:
- 56.4.2.1 0-3 points on the driving licence – annual checks;
- 56.4.2.2 4-8 points on the driving licence – six monthly checks;
- 56.4.2.3 9-11 points on the driving licence – quarterly checks; or
- 56.4.2.4 12 or more points on the driving licence – monthly checks.

Driver Training

- 56.5 Where the Manufacturer operates Delivery and Servicing Vehicles to provide the Goods the Manufacturer shall ensure that each of its Drivers undergo approved progressive training (to include a mix of theoretical, e-learning, practical and on the job training) and continued professional development to include training covering the safety of vulnerable road users and on-cycle hazard awareness, throughout the term of the Agreement.

Collision Reporting

- 56.6 Where the Manufacturer operates Delivery and Servicing Vehicles to provide the Goods, the Manufacturer shall:
- 56.6.1 ensure that it has a system in place to capture, investigate and analyse road traffic collisions that results in fatalities, injury or damage to vehicles, persons or property and for generating Collision Reports; and
- 56.6.2 no later than thirty (30) Working Days prior to the first use of Delivery and Servicing Vehicles to provide the Goods, provide to Purchaser a Collision Report. The Manufacturer shall provide to Purchaser an updated Collision Report within five (5) Working Days of a written request from Purchaser.

Self Certification of Compliance

- 56.7 Where the Manufacturer operates Delivery and Servicing Vehicles to provide the Goods, within ninety (90) days of the Commencement Date, the Manufacturer shall make a written report to Purchaser detailing its compliance with Clauses 56.3, 56.4 and 56.5 of this Agreement (the "**WRRR Self-certification Report**"). The Manufacturer shall

provide updates of the WRRR Self-certification Report to Purchaser on each three month anniversary of its submission of the initial WRRR Self-certification Report.

Obligations of the Manufacturer Regarding Subcontractors

56.8 The Manufacturer shall ensure that those of its Subcontractors or suppliers who operate Delivery and Servicing Vehicles to provide the Goods shall:

56.8.1 comply with Clause 56.2; and

56.8.2 where its Subcontractors or suppliers operate the following vehicles to provide the Goods shall comply with the corresponding provisions of this Agreement:

56.8.2.1 For Lorries – Clauses 56.3, 56.4, 56.5 and 56.6; and

56.8.2.2 For Vans – Clauses 56.4, 56.5 and 56.6.

Failure to Comply with Freight-related Obligations

56.9 Without limiting the effect of any other clause of this Agreement relating to termination, if the Manufacturer fails to comply with Clauses 56.2, 56.3, 56.4, 56.5, 56.6, 56.7 and 56.8:

56.9.1 the Manufacturer has committed a material breach of this Agreement; and

56.9.2 the Purchaser may refuse the Manufacturer, its employees, agents and Delivery and Servicing Vehicles entry onto any property that is owned, occupied or managed by Purchaser for any purpose (including but not limited to deliveries).

57. ACCESS

57.1 The Purchaser shall give the Manufacturer access to the parts of the LUL Network required for the performance of this Agreement in accordance with the provisions of this Clause 57.

57.2 Subject to the provisions of this Clause 57, the Purchaser shall use reasonable endeavours to give access to such parts of the LUL Network to the Manufacturer on the dates and times on which it has stated that it requires such access.

57.3 The Manufacturer acknowledges that the Purchaser does not guarantee uninterrupted or exclusive possession to any parts of the LUL Network and that its access to some parts of the LUL Network may be limited in accordance with the Agreement.

57.4 Where the Manufacturer requires access to the LUL Network to carry out its obligations under this Agreement, it shall:

57.4.1 apply for access at the earliest available opportunity; and

57.4.2 provide the Purchaser Representative without delay with such additional information as the Purchaser Representative may reasonably require in respect of the Manufacturer's access request.

57.5 The Purchaser shall confirm access bookings in accordance with this Clause 57.

57.6 The Purchaser does not warrant or guarantee to the Manufacturer that such access will be granted. If any request for access is rejected, the Purchaser shall advise the Manufacturer and agree with the Manufacturer alternative dates for resubmission. The rejection of an access request shall not entitle the Manufacturer to an extension of time.

- 57.7 If the Manufacturer fails to apply for access in accordance with this Clause 57, the Purchaser shall not be liable for any delays or costs arising and the Manufacturer shall be responsible for any failure to comply with the terms of the Agreement.
- 57.8 The Manufacturer shall as soon as practicable, take all steps to avoid, overcome or minimise the cancellation or alteration of approved access.
- 57.9 If the Manufacturer fails to use any booked access, for whatever reason, it shall within twenty-four (24) hours report each instance to the Purchaser Representative setting out all details including the part of the Underground Network affected, the duration of any delay and the reasons for the delay or cancellation so far as the Manufacturer is aware.
- 57.10 The Manufacturer shall ensure that all booked access is used efficiently with minimal disruption and disturbance to others or damage to the Underground Network. The Manufacturer shall make good any such damage at its own cost at the earliest opportunity and to the reasonable satisfaction of the Purchaser Representative.
- 57.11 Prior to returning any part of the LUL Network to the Purchaser at the end of any period of booked access, the Manufacturer shall clear away and remove all of its facilities, plant, equipment, rubbish and surplus goods and materials and shall leave that part of the LUL Network in a clean and workmanlike condition to the satisfaction of the Purchaser Representative.
- 57.12 Where the Manufacturer is denied booked access to any part of the LUL Network through no fault of the Manufacturer having fully complied with the requirements of Clause 57.4, this shall constitute a Permitted Delay Event.



IN WITNESS whereof this Agreement has been executed and unconditionally delivered as a deed the day and year first above written.

THE COMMON SEAL of
LONDON UNDERGROUND LIMITED
was affixed to THIS DEED
in the presence of:

S217



Signature of Authorised Signatory



~~Print name of Authorised Signatory~~

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EXECUTED AND DELIVERED AS A DEED
by EKE-ELECTRONICS LTD.
acting by:



Signature of Director



Print name of Director



Signature of Director/Secretary



Print name of Director/Secretary



SCHEDULE 1A: SPECIFICATION

Please refer to the document titled "Technical Requirements Specification for the Central Line Data Transmission System Replacement".

SCHEDULE 1B: CONTRACT MANAGEMENT

PART A: PROJECT EXECUTION PLAN

1 OVERVIEW

- 1.1 The Project Execution Plan ("PEP") sets out how the Manufacturer will manage the Design, manufacture and supply of the Replacement Systems, all items of Goods and the Services as required under this Agreement. The Manufacturer shall perform its obligations under this Agreement in accordance with the PEP.
- 1.2 The PEP is comprised of the plans, information and obligations set out in paragraphs 2 to 8 of this Schedule 1B Part A. The Manufacturer may submit additional information to be included in the PEP to the Purchaser from time to time for the Purchaser's approval (such approval not to be unreasonably withheld or delayed). Following approval by the Purchaser, such additional information shall form part of the PEP.

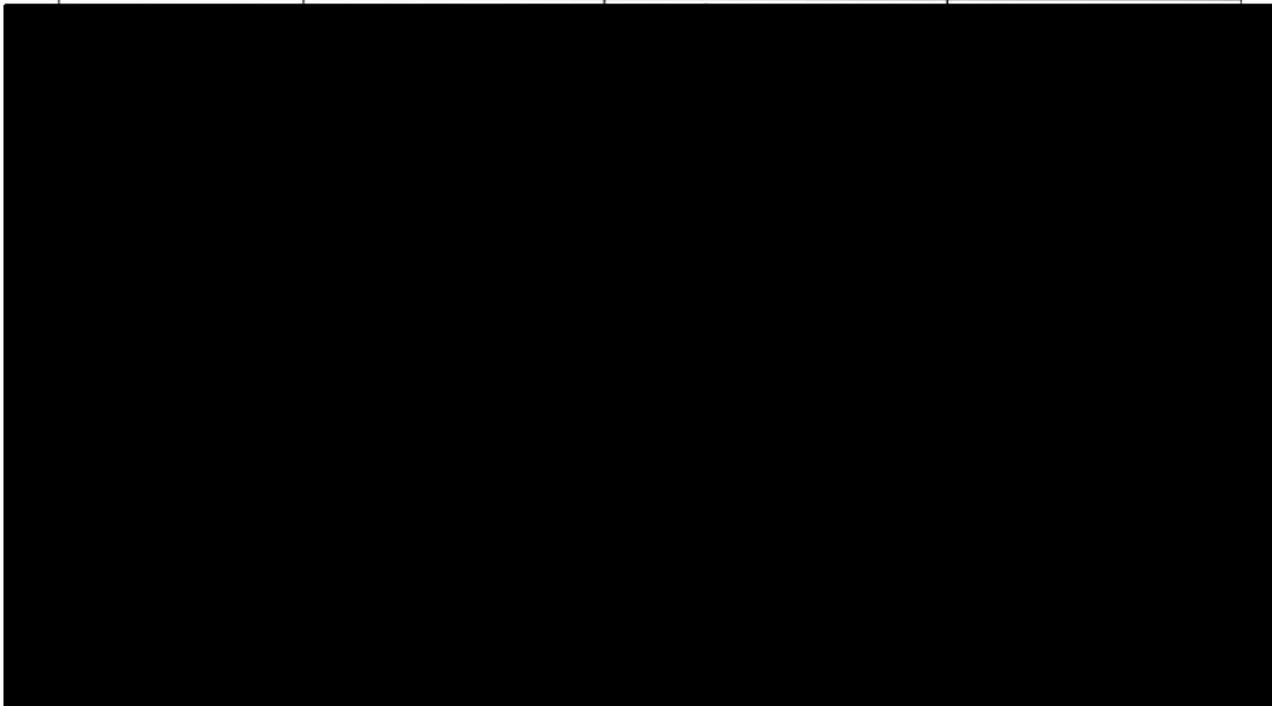
2 DESIGN AND MANUFACTURING MANAGEMENT PLAN

- 2.1 The below flow chart provides details of the following:
 - 2.1.1 the activities required (including mobilisation and organisation of staff) for the Design, development, manufacturing, Testing and storage of the Replacement Systems; and
 - 2.1.2 the principal locations that the Manufacturer shall use for the Design, development, manufacturing, Testing and storage of the Replacement Systems.



- 2.2 The below table sets out the specifications of the Manufacturer's Works, including number of employees, size of the site and layout of the facility:

Manufacturer's Works	Employees	Size of site	Layout of Facility
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2.3 The below table sets out the details of any long lead times, being any items that take longer than three (3) months to procure and that are required for the delivery of the Replacement Systems, Goods and the Services:

Item	Component	Lead Time
None	None	No long lead time items in the replacement system. All items within EKE's standard lead time max 16 weeks from the acknowledged order

2.4 The below table provides a list of Subcontractors to be used in the delivery of the Replacement Systems, Goods and the Services:

Service	Subcontractor	Location
Manufacturing	[Redacted]	
Mechanical & Electronics Design		
Installation and		

installation design – one of:	
Type Tests	
RIA 12/13 Tests	
Fire Certification - one of:	

2.5 The document titled "22003 – Schedule 1B Part A Manufacturing and Supply Chain Management Plan" (set out in Appendix 1 of this Schedule 1B Part A) shall form part of the PEP.

3 TRAINING STRATEGY

3.1 The document titled "22015 – Training Strategy" (set out in Appendix 2 of this Schedule 1B Part A) shall form part of the PEP.

4 HEALTH, SAFETY AND ENVIRONMENT PLAN

4.1 The documents titled "22008 – Schedule 1B Part A Health, Safety and Environment Plan" (set out in Appendix 3 of this Schedule 1B Part A) and "07774 – EKE-Electronics and Environment" (set out in Appendix 4 of this Schedule 1B Part A) shall form part of the PEP.

4.2 The Manufacturer confirms that the documents set out in paragraph 4.1 above are consistent with the following guidelines and policies:

Compliance Statement	Statement of compliance
All relevant EU/UK health, safety and environmental guidelines	Compliance
The Manufacturer’s own health, safety and environment management systems	Compliance
The Rail and Underground Health, Safety and Environment Strategy 2014 – 2017	Compliance
The Rail and Underground Health, Safety and Environment Policy (February 2014)	Compliance
The Purchaser’s corporate environment framework and all necessary elements of the QUENSH in Schedule 14	Compliance