

29.3 Upon expiry or termination of this Agreement or relevant Call-Off Contract (howsoever caused):

29.3.1 the Service Provider shall, at no further cost to the Authority:

29.3.1.1 take all such steps as shall be necessary to agree with the Authority a plan for the orderly handover of Services to the Authority (or its nominee), such that the Services can be carried on with the minimum of interruption and inconvenience to the Authority and to effect such handover; and

29.3.1.2 on receipt of the Authority's written instructions to do so (but not otherwise), arrange to remove all electronically held information by a mutually agreed date, including the purging of all disk-based information and the reformatting of all disks.

29.3.2 the Authority shall (subject to Clauses 19, 29.1 and 29.4 and the provisions of any security for due performance supplied by the Service Provider) pay the Service Provider any Charges remaining due in relation to any Services properly performed in accordance with the relevant Call-Off Contract up to the date of termination or expiry calculated so far as is possible in accordance with the rules set out in the Call-Off Contract or otherwise reasonably determined by the Authority.

29.4 On termination of this Agreement and any relevant Call-Off Contract under Clause 28.1 or a cessation of any Services under Clause 28.4 (but in the case of the latter only insofar as the right to cease any Services arises as a result of a right for the Authority to terminate under Clause 28.1), the Authority may enter into any agreement with any third party or parties as the Authority thinks fit to provide any or all of the Services and the Service Provider shall be liable for all additional expenditure reasonably incurred by the Authority in having such services carried out and all other costs and damages reasonably incurred by the Authority in consequence of such termination. The Authority may deduct such costs from the Charges or otherwise recover such costs from the Service Provider as a debt.

30 Declaration of Ineffectiveness and Public Procurement Termination Event

30.1 In the event that a court makes a Declaration of Ineffectiveness, the Authority shall promptly notify the Service Provider. The Parties agree that the provisions of Clause 29 and Clauses 30.1 to 30.5 (inclusive) shall apply as from the date of receipt by the Service Provider of the notification of the Declaration of Ineffectiveness. Where there is any conflict or discrepancy between the provisions of Clause 29 and Clauses 30.1 to 30.5 (inclusive) or the Cessation Plan, the provisions of Clauses 30.1 to 30.5 (inclusive) and the Cessation Plan shall prevail.

- 30.2 The Declaration of Ineffectiveness shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Declaration of Ineffectiveness.
- 30.3 As from the date of receipt by the Service Provider of the notification of the Declaration of Ineffectiveness, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:
- 30.3.1 an orderly and efficient cessation of the Services or (at the Authority's request) a transition of the Services to the Authority or such other entity as the Authority may specify; and
- 30.3.2 minimal disruption or inconvenience to the Authority or to public passenger transport services or facilities,
- in accordance with the provisions of Clauses 30.1 to 30.5 (inclusive) and to give effect to the terms of the Declaration of Ineffectiveness.
- 30.4 Upon agreement, or determination by the Authority, of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.
- 30.5 The Authority shall pay the Services Provider's reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Agreement or as otherwise reasonably determined by the Authority. Provided that the Authority shall not be liable to the Service Provider for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Agreement pursuant to Clauses 30.1 to 30.5 (inclusive).
- 30.6 Without prejudice to the Authority's rights of termination implied into the Contract by regulation 73(3) of the Public Contracts Regulations 2015 or any equivalent provisions in regulations implementing the EU Utilities Directive 2014/25, in the event of a Public Procurement Termination Event, the Authority shall promptly notify the Service Provider and the Parties agree that this Clause 30.6 to 30.10 (inclusive) shall apply as from the date of receipt by the Service Provider of the notification of the Public Procurement Termination Event. If there is any conflict or discrepancy between the provisions of Clause 29 and these Clauses 30.6 to 30.10 or the Cessation Plan, the provisions of these Clauses 30.6 to 30.10 and the Cessation Plan shall prevail.
- 30.7 The Public Procurement Termination Event shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Public Procurement Termination Event.
- 30.8 As from the date of receipt by the Service Provider of the notification of the Public Procurement Termination Event, the Parties (acting reasonably and

in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:

30.8.1 an orderly and efficient cessation or (at the Authority's election) a transition to the Authority or such other entity as the Authority may specify of: (i) the Services; or (at Authority's election), (ii) the part of the Services which are affected by the Public Procurement Termination Event; and

30.8.2 minimal disruption or inconvenience to the Authority or to public passenger transport services or facilities,

in accordance with the provisions of this Clause 30.6 to 30.10 (inclusive) and to give effect to the terms of the Public Procurement Termination Event.

30.9 Upon agreement, or determination by the Authority, of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.

30.10 The Authority shall pay the Service Provider's reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Agreement or as otherwise reasonably determined by the Authority, provided that the Authority shall not be liable to the Service Provider for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Agreement pursuant to this Clause 30.6 to 30.10 (inclusive).

31. Survival

The provisions of Clauses 1, 6, 7, 8, 11.2.2, 11.2.3, 13.1.1, 13.1.2, 13.1.5, 13.2, 16, 18-22 (inclusive), 23.2, 25-27 (inclusive), 29-32 (inclusive), 34-44 (inclusive) and any other Clauses or Schedules that are necessary to give effect to those Clauses shall survive termination or expiry of this Agreement. In addition, any other provision of this Agreement which by its nature or implication is required to survive the termination or expiry of this Agreement or relevant Call-Off Contract shall do so.

32. Rights of Third Parties

32.1 Save that any member of the TfL Group has the right to enforce the terms of this Agreement or any relevant Call-Off Contract in accordance with the Contracts (Rights of Third Parties) Act 1999 ("Third Party Act"), the Parties do not intend that any of the terms of this Agreement or any relevant Call-Off Contract will be enforceable by virtue of the Third Party Act by any person not a party to it.

32.2 Notwithstanding Clause 32.1, the Parties are entitled to vary or rescind this Agreement or any relevant Call-Off Contract without the consent of any or all members of the TfL Group.

33. Contract Variation

Save where the Authority may require an amendment to the Services, this Agreement or any relevant Call-Off Contract may only be varied or amended with the written agreement of both Parties. The details of any variations or amendments shall be set out in such form as the Authority may dictate and which may be substantially in the form set out in Schedule 7 and shall not be binding upon the Parties unless completed in accordance with such form of variation.

34. Novation

34.1 The Contracting Authority may novate or otherwise transfer this Agreement and the Contracting Authority and/or Authority any relevant Call-Off Contracts (in whole or in part).

34.2 Within ten (10) Business Days of a written request from the Contracting Authority and/or Authority, the Service Provider shall at its expense execute such agreement as the Contracting Authority and/or Authority may reasonably require to give effect to any such transfer all or part of its rights and obligations under this Agreement and any relevant Call-Off Contract to one or more persons nominated by the Contracting Authority and/or Authority.

34.3 Subject to Clause 11, this Agreement is personal to the Service Provider who shall not assign the benefit or delegate the burden of this Agreement or otherwise transfer any right or obligation under this Agreement without the prior written consent of the Contracting Authority.

35. Non-Waiver of Rights

No waiver of any of the provisions of this Agreement or any relevant Call-Off Contract is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of Clause 37. The single or partial exercise of any right, power or remedy under this Agreement shall not in any circumstances preclude any other or further exercise of it or the exercise of any other such right, power or remedy.

36. Illegality and Severability

If any provision of this Agreement (in whole or in part) is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed from this Agreement and the remaining provisions shall continue in full force and effect as if this Agreement had been executed without the invalid, illegal, or unenforceable provision. In the event that in the Authority's reasonable opinion such a provision is so fundamental as to prevent the accomplishment of the purpose of this Agreement, the Authority and the Service Provider shall immediately commence good faith negotiations to remedy such invalidity.

37. Notices

Any notice, demand or communication in connection with this Agreement will be in writing and may be delivered by hand, post or facsimile addressed to the recipient at its registered office, the address stated in Schedule 1 or any other address (including a facsimile number) notified to the other party in writing in accordance with this Clause as an address to which notices, invoices and other documents may be sent. The notice, demand or communication will be deemed to have been duly served:

if delivered by hand, at the time of delivery;

if delivered by post, two (2) Business Days after being posted or in the case of Airmail 14 Business days after being posted; or

if delivered by facsimile, at the time of transmission, provided that a confirming copy is sent by first class post to the other party within 24 hours after transmission.

38. Entire Agreement

38.1 Subject to Clause 38.2:

38.1.1 this Agreement and any relevant Call-Off Contract and all documents referred to in this Agreement and any relevant Call-Off Contract, contain all of the terms which the Parties have agreed relating to the subject matter of this Agreement and such documents and supersede and extinguish any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing relating to the provision of the Services. Neither Party has been induced to enter into this Agreement by a statement which it does not contain; and

38.1.2 and without prejudice to the Service Provider's obligations under this Agreement, the Service Provider is responsible for and shall make no claim against the Authority in respect of any misunderstanding affecting the basis of the Service Provider's tender in respect of this Agreement or any incorrect or incomplete information howsoever obtained.

38.2 Nothing in this Clause 38 excludes any liability which one Party would otherwise have in respect of any statement it has made fraudulently to the other Party.

39. Relationship of the Parties

Nothing in this Agreement or any Call-Off Contract constitutes, or shall be deemed to constitute, a partnership between the Parties. Except as expressly provided in this Agreement and any Call-Off Contract, neither

Party shall be deemed to be the agent of the other, nor shall either Party hold itself out as the agent of the other.

40. Further Assurance

Each Party will do or procure the doing of all acts and things and execute or procure the execution of all such documents as the other Party reasonably considers necessary to give full effect to the provisions of this Agreement and any relevant Call-Off Contract.

41. Governing Law

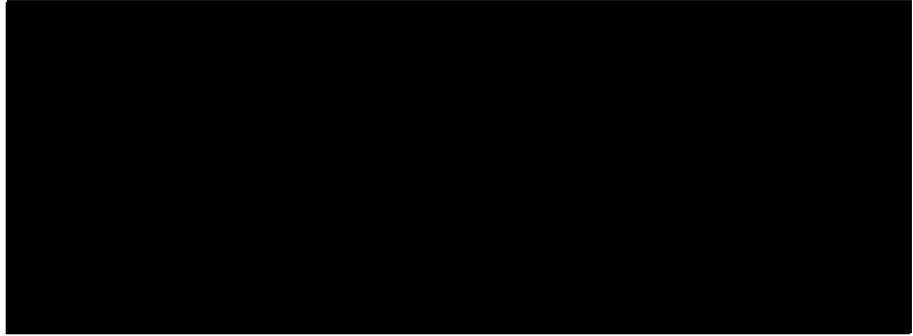
The Agreement shall be governed by and construed in accordance with the law of England and Wales. Without prejudice to Clause 27, the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement provided that the Authority has the right in its absolute discretion to enforce a judgment and/or to take proceedings in any other jurisdiction in which the Service Provider is incorporated or in which any assets of the Service Provider may be situated. The Parties agree irrevocably to submit to that jurisdiction.

42. [REDACTED]

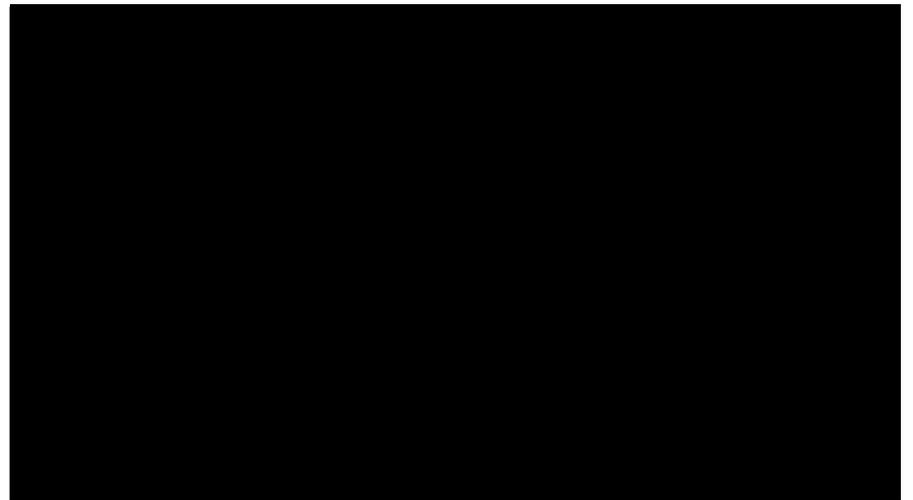
[REDACTED]

THE AGREEMENT has been signed for and on behalf of the Parties the day and year written above.

Signed by
for and on behalf of
The Contracting Authority



Signed by
for and on behalf of
the **Service Provider**



SCHEDULE 1 - KEY AGREEMENT INFORMATION

- 1. **Agreement Reference Number:** ICT12002
- 2. **Name of Service Provider:** GARTNER UK LIMITED
- 3. **Agreement Commencement Date:**
- 4. **Term:** 2 years with the option to extend year on year for 2 years. Total possible framework term 4 years.
- 5. **Details of the Procurement Manager**

[REDACTED]

6. Service Provider's Key Personnel:

Name & Position	Contact Details	Area Of Responsibility
Malcolm Wood	Albany House 55 Broadway LONDON SW1H 0BD 020 7027 9611	Contract technical contact

- 7. **Notice period in accordance with Clause 28.4:**
60 days
- 8. **Address for service of notices and other documents in accordance with Clause 36:**

For the Authority: As per Procurement Manager above

For the Service Provider: [TO BE COMPLETED]

SCHEDULE 2 - SPECIAL CONDITIONS OF AGREEMENT

FA2 OFFERS OF EMPLOYMENT (NON-SOLICITATION)

For the duration of this Agreement or any Call-Off Contract and for a period of **12 months** after expiry or termination of this Agreement or Call-Off Contract, the Service Provider shall not employ or offer employment to any TfL Group employees who have been associated with the provision of the Services by the Service Provider without the Authority's prior written consent. Any breach of this Clause shall render the Service Provider liable to pay to the Authority a sum equal to the basic salary payable to the employee by the Service Provider during the first **12 months** of new employment.

SCHEDULE 3 – SERVICES

Service Provider's compliance against The Authority's User Requirements Specifications

Subject Insight					Bidder compliance statement
M001	Subject Insight	Content	The supplier must provide expert advice and insight into all of the items marked as "must" for the subject insight items in the "Subject Areas" sheet.	Mandatory	Compliant
M002	Subject Insight	Content	Evaluation of the subjects in the "Subject Areas" sheet must include the analysis of the key organisations in the market, the investment of each organisations, and associated strengths, weaknesses, opportunities and threats in the market.	Mandatory	Compliant
M003	Subject Insight	Content	Evaluation of the subjects in the "Subject Areas" sheet must include analysis of the features of the products and service offered in the market for the subject.	Mandatory	Compliant
M004	Subject Insight	Content	Subject area insight must be relevant within TfL's context.	Desirable	Compliant
MI005	Subject Insight	Quality	Insight and advisory services must be provided by "Subject Matter Experts" (SME) aka Analyst in the field the subject the supplier is engaged on.	Mandatory	Compliant
MI006	Subject Insight	Quality	SMEs must have a full breadth of understanding of their field of expertise, knowing the history, future roadmaps, trends and predictions of the market and knowledge of all major organisations developing solution in the market	Mandatory	Compliant
MI007	Subject Insight	Quality	SME's must have a depth of understanding of their field of expertise, knowing the detail of the technology, capabilities and processes used within the market and it's real life application.	Mandatory	Compliant
MI008	Subject Insight	Quality	The SME must be able to provide evidence of their expertise (e.g. qualifications, experience).	Mandatory	Compliant
MI009	Subject Insight	Quality	The SME should be able to demonstrate practical experience of designing and implementing solutions in their area of expertise.	Desirable	Compliant
MI010	Subject Insight	Content	The SME must be able to offer insight into the solutions, compatibility of solutions, associated technology, quantity, costs to build and run, and rough order of magnitude investment costs.	Mandatory	Compliant
MI011	Subject Insight	Content	When a market review for a subject area is requested by TfL, it must include the review of TfL IM proposed activity and produced collateral (e.g. Strategy or Design documents) in the subject area.	Mandatory	Compliant
MI012	Subject Insight	Content	The supplier should be able to provide technology research and insight supporting IM project delivery.	Desirable	Compliant

MI013	Subject Insight	Provision	TfL must have access to archived insight previously produced by the supplier for the subject insight/ advice is being sought on.	Desirable	Compliant
MI014	Subject Insight	Search	The TfL service user must be able to search and select the content they wish to view on a self-service research portal	Mandatory	Compliant
MI015	Subject Insight	Search	Navigation of the self-service research portal must be "intuitive", with capabilities to search and filter on topics and key words.	Mandatory	Compliant
MI016	Subject Insight	Benchmarking	Insight and advice in respect of benchmarking should include an evaluation of TfL processes in relation to best practice companies' processes.	Desirable	Compliant
Industry Insight					
II001	Industry Insight	Content	The supplier should be able to provide expert advice and insight into one or more industry insight subject area in the 'Subject area' sheet	Mandatory	Compliant
II002	Industry Insight	Content	Industry insight on the state of markets, must include the market analysis of the key players, the investment of each player, associated strengths, weaknesses, opportunities and threats.	Mandatory	Compliant
II003	Industry Insight	Content	Industry insight must include analysis of the features of the product and service offered in the market	Mandatory	Compliant
II004	Industry Insight	Content	Industry insight must include analysis of the roadmap of technologies, including compatibility of solutions to the industry.	Mandatory	Compliant
II005	Industry Insight	Content	When SME insight concerning an industry is requested by TfL, it must include the review of TfL IM proposed activity and produced collateral (e.g. Strategy or Design documents) in the subject area.	Mandatory	Compliant
II006	Industry Insight	Content	Industry insight must be relevant within TfL's context.	Mandatory	Compliant
II007	Industry Insight	Knowledge	Industry insight must be provided by "Subject Matter Experts" (SME) aka Analyst, in the field the subject the supplier is engaged on.	Mandatory	Compliant
II008	Industry Insight	Knowledge	Industry insight experts must have a breadth of understanding of the industry knowing the history and future roadmaps of all major organisations developing solutions in the industry (roadmap, trends and predictions).	Mandatory	Compliant
II009	Industry Insight	Knowledge	Industry insight experts must have a depth of understanding of their field of expertise, knowing the detail of the technology, capabilities and processes used within the market and it's real life application.	Mandatory	Compliant
II010	Industry Insight	Quality	Industry insight experts must be able to provide evidence of their in-depth knowledge of their subject matter expertise (e.g. qualifications, experience).	Mandatory	Compliant
II011	Industry Insight	Quality	Industry insight experts should be able to demonstrate practical experience of designing and implementing solutions in their area of expertise.	Desirable	Compliant

II012	Industry Insight	Provision	TfL must have access to archived insight produced by the supplier for the market advice is being sought on.	Desirable	Compliant
II013	Industry Insight	Search	The service user must be able to search and select the content they wish to view on a self-service research portal	Mandatory	Compliant
II014	Industry Insight	Search	Navigation of the self-service research portal must be "intuitive", with capabilities to filter on search options and key words.	Mandatory	Compliant
Peer to Peer					
BM001	Peer-to-Peer Networking	Purpose	The Supplier should be able to provide peer-to-peer networking to give TfL IM staff access to IM professionals within other organisations.	Desirable	Compliant
Executive Advisory Service					
EA001	Executive Advisory services	Purpose	The Supplier must be able to provide expert Executive advisory support on the business challenges (leadership styles, capabilities, design, culture, investment and implementation) resulting from changes to TfL's approach to the management of data and technology.	Mandatory	Compliant
EA002	Executive Advisory services	Content	Executive advisory services must include an evaluation of the TfL client's skills, experience and knowledge in the subject advice is being sought on.	Mandatory	Compliant
EA003	Executive Advisory services	Content	Executive advisory services SME must have an understanding of the TfL client's activities, aims and objectives within TfL.	Mandatory	Compliant
EA004	Executive Advisory services	Content	When requested, Executive Advice activities must include involvement in the TfL client's activities.	Mandatory	Compliant
EA005	Executive Advisory services	Quality	Executive Advice experts must be able to provide evidence of their in-depth knowledge of their subject matter expertise (e.g. qualifications, experience).	Mandatory	Compliant
EA007	Executive Advisory services	Quality	Experts must be able to demonstrate practical experience of designing and implementing solutions in their area of expertise they are providing executive advice on.	Mandatory	Compliant
Customer Engagement (applicable to all Services)					
CE001	Customer Engagement	Medium	Services must be provided in the form of: 1. research documents (e.g. Word or PDF format), 2. interaction with a subject matter expert analyst/s (face to face, audio, video conferencing, video streaming (e.g. webinars), etc.) or a mixture of the above	Mandatory	Compliant
CE002	Customer Engagement	Medium	All service electronic media must be accessible using standard MS office software, Adobe software, HTML5 standards-based web browsers. It must be browsable, searchable and paginated for readable printing on A3/A4 paper.	Mandatory	Compliant

CE003	Customer Engagement	Medium	Video conferencing, video streaming services used for interaction with TfL and associated 3rd parties involved in the session with the supplier must be accessible and usable by TfL.	Mandatory	Compliant
CE004	Customer Engagement	Agility	The Supplier must be flexible to variations to volumes of TfL service demand	Mandatory	Compliant
CE005	Customer Engagement	Stakeholder Management	The supplier account manager/relationship manager/SME must be able to proactively suggest potential streams of investigation and be able to challenge TfL's thinking.	Mandatory	Compliant
CE006	Customer Engagement	Provision	The supplier must acknowledge TfL's request for services within 48 hours	Mandatory	Compliant
CE007	Customer Engagement	Value	The supplier must be able to demonstrate/report on how insight provided was applied and of beneficial use to TfL.	Mandatory	Compliant
CE008	Customer Engagement	Reporting	The Supplier must be able monitor and report on usage of their services periodically (e.g. monthly, Quarterly basis) and on TfL's request.	Mandatory	Compliant
CE009	Customer Engagement	Availability	The Supplier must be able to provide access to their SMEs and services during TfL's business working hours (9am-5pm Monday to Friday)	Mandatory	Compliant
CE010	Customer Engagement	Usage	Designated TfL authorities should be able to change/update users in TfL who can access the service/content.	Desirable	Compliant
CE011	Customer Engagement	Quality	Experts must be able to communicate their knowledge in language appropriate to the TfL business and technical audiences.	Mandatory	Compliant
Content Assurance (applicable to all Services)					
CA001	Content Assurance	Quality	All insight and advice must be quantifiable with empirical evidence to backup claims.	Mandatory	Compliant
CA002	Content Assurance	Quality	All insight and advice provided must be free from vendor bias	Mandatory	Compliant
CA003	Content Assurance	Quality	The method to reach findings must be rigorous and verifiable, the supplier must be able to clearly articulate the method used.	Mandatory	Compliant

[REDACTED]	[REDACTED]	[REDACTED]
mobilise	critical to organisation, influences key suppliers and customers at top level. Leads on strategy. Full range of management and leadership skills.	[REDACTED]

Attachments: Attachment 1: Services to be provided and other relevant information

Attachment 2: Service Provider's Proposal

Attachment 3: Special Conditions for Call-Off

Draft Call-Off Contract