

DATED

2017

LONDON COUNCILS

and

[INSERT PROVIDERS NAME]

**Agreement for the provision of Electronic Data Capture,
Application Data Validation, Card Management,
Card Production and Customer Support for the
London Concessionary Fares Scheme (Freedom Pass) and other Transport and Mobility Services 2017 -
2022**

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THIS AGREEMENT is made on the

of

2017

BETWEEN

1. **LONDON COUNCILS** whose principal office is situated at 59½ Southwark Street, London SE1 0AL (hereinafter called "**London Councils**")
2. **[INSERT PROVIDERS NAME]** (registered in England under company registration number **XXXXXX**) whose registered office is situated at **[INSERT ADDRESS]** (hereinafter called the "Contractor")

together referred to as "the Parties" and individually as a "Party".

WHEREAS:

- (1) London Councils is a joint committee established by the London Borough and City Councils under section 73 Road Traffic Act 1991 and sections 101 to 105 of the Local Government Act 1972. The terms of reference of London Councils include delegated authority to negotiate and enter into agreements with independent transport service operators, which shall be binding upon the London Authorities so as to provide concessionary travel on the Optional Services provided by those operators for the persons mentioned in section 240(5) of the Greater London Authority Act 1999 (the "1999 Act").
- (2) Section 240(1) of the 1999 Act (as amended) provides that any local authority or any two or more local authorities acting jointly may enter into arrangements with Transport for London ("TfL") under which TfL grants, or arranges for some other person to grant travel concessions to individuals eligible to receive them in accordance with section 240(5) of the 1999 Act (who have attained pensionable age within the meaning given by the rules in paragraph 1 of Schedule 4 to the Pensions Act 1995 as amended). Such an arrangement is referred to as a "Concessionary Travel Scheme".
- (3) London Councils invited tenders for the provision of the Service (as defined in Appendix 1 - ITT of this Agreement). The Contractor submitted a tender dated **XXXX** for provision of the Service which has been accepted by London Councils.
- (4) The Parties have agreed to contract with each other in accordance with the terms and conditions set out below.

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement unless the context otherwise requires the following terms shall have the following meanings:

Admission Agreement	means a document permitting a private sector employer to become an employer member of the Local Government Pension Scheme
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Application for Payment	means the application which the Contractor shall make to London Councils for an increase in the Contract Price in accordance with the provisions of clause 5 of this
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	Agreement.
Application Form	means the application form for a Freedom Pass to be completed by applicants
Change Request	means the procedure for dealing with variations set out in clause 17 of this Agreement.
Client Manager	means the representative of each Party that has responsibility for and is authorised to act on behalf of the Party for the purposes of the Agreement;
CMS	means card management system as defined in the Glossary namely the database which will be transferred to the Contractor containing TCAs and their Freedom Pass holders' personal details and scheme history.
Code	means the Code of Practice on Workforce Matters in Local Authority Service Contracts issued by the Office of the Deputy Prime Minister (Circular 03/2003)
Commencement Date	means the 1 st October 2017 or such other date as shall be agreed by the Parties for the commencement of this Agreement
Confidential Information	means any information which has been designated as confidential by any Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, intellectual property rights, know-how, personnel, customers, service users and suppliers of any Party;
Contract Price	means the price payable to the Contractor for the provision of the Service set out in Appendix 3 of this Agreement.
Contract Year	means the 1 st October to the 30 th September for any year of the Term.
Contractor Software	means software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Service
Contractor's Background IPRs	means <p>(a) IPR owned by the Contractor before the Commencement Date, for example those subsisting in the Contractor's standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the Contractor's Know How or generic business methodologies; and or</p>

including improvements to the same but excluding IPRs owned by the Contractor subsisting in the Contractor Software.

(b) IPRs created by the Contractor independently of this Agreement.

Contractor's Tender Response

means the Contractor's tender submission dated **XXXXX** for the provision of the Service contained in Appendix 2

Core Group

means the Core Group to be established pursuant to clause 10 and contained in Appendix 8

Default

means any breach of the obligations (including but not limited to fundamental breach or breach of a fundamental term) or any default, act, omission, negligence or statement of the Contractor, its employees, agents or sub-contractors in connection with or in relation to the subject matter of the Agreement and in respect of which the Contractor is liable to London Councils

Deprived Area (Community Benefit)

means any borough, district or other local government area (defined as such in the law of any member state of the European Union) defined as "Most Deprived" in the English Indices of Deprivation 2007, or as published from time to time, by the Office of the Deputy Prime Minister, or in any similar or equivalent index or table as may be published from time to time by any central or local government or public body in any member state of the European Union. Community Benefit refers to measures to introduce social benefits to the local area as envisaged by EU Directive 2004/18 and relevant national legislation.

Direction

means the Best Value Authority Staff Transfers (Pensions) Direction 2007.

Directive

means the EU Acquired Rights Directive 2001/23EC.

ENCTS

English National Concessionary Travel Scheme.

Exit and Transfer Plan

means the separate written agreement between the Parties the template of which is set out in Appendix 7

Force Majeure

means:

(a) fire, explosion, lightning, storm, tempest, flood, bursting or overflowing of water tanks, apparatus or pipes, earthquakes, riot and civil commotion;

(b) failure by any statutory undertaker, utility company or other like body to carry out works or provide services;

- (c) any failure or shortage of fuel or transport;
- (d) war, civil war, armed conflict or terrorism;
- (e) nuclear, chemical or biological contamination;
- (f) any blockade or embargo; or
- (g) any official or unofficial industrial dispute or strike, unless the event arises (directly or indirectly) as a result of any wilful act or default of the affected Party

Freedom Pass means the scheme name for the concessionary travel pass issued by London Councils on behalf of London TCA's as defined in the Glossary.

Glossary means the Glossary of Terms set out in Appendix 1 - ITT

Improvement Notice means the notice which London Councils may issue to the Contractor in accordance with the provisions of clause 8 of this Agreement.

Improvement Plan means the plan which the Contractor may issue to London Councils in accordance with the provisions of clause 8 of this Agreement

Index means the Consumer Price Index which shall be the index applying to any increase/decrease in the Contract Price for any Contract Year of the Term

Intellectual Property Rights or IPRs means

(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internal domain names and websites addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information:

(b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and

(c) all other rights have equivalent or similar effect in any country or jurisdiction.

ITT means the Invitation to Tender document at Appendix 1

Know-How means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know how relating to the Service but excluding

	know how developed for the purposes of this Agreement and for the purposes of providing the Service or already in the Contractor's or London Councils possession before this Agreement.
KPI	means Key Performance Indicators setting out the standard to be maintained by the Contractor in accordance with the provisions of clause 8
Letter of Authorisation	means the meaning given in the Glossary to the ITT.
Management Information	means the information set out in the ITT and to be provided to London Councils by the Contractor pursuant to clause 10.3 of this Agreement.
Optional Services	means the services in relation to TaxiCard which the Contractor may provide in accordance with the provisions of clause 9 of this Agreement.
Order	means the order which London Councils may place with the Contractor for the Optional Lots in accordance with clause 10 of this Agreement and the template appended to Appendix 5 of this Agreement.
Parties	means the Contractor and London Councils
Procedures	means the operational procedures and instructions to be followed by the Contractor's Staff (including those relating to the customer helpline) in processing an Application Form or Letter of Authorisation as set out in Operations Manual and as agreed between the Parties from time to time (such agreement not to be unreasonably withheld or delayed);
Project Board	means the Board set up by London Councils to project manage the Service.
Project Manager	means Head of Mobility at London Councils
Property	means any property other than real property, issued or made available to the Contractor by London Councils in connection with the provision of the Service or Services.
Re-Issue Periods	means the critical dates between which the Contractor must meet and have the capability to produce higher than normal and up to 1.2 million numbers of replacement cards as more particularly described in the Specification referred to in Appendix 1
Requests for Information	means set out in the FOIA or any apparent request for Information under the FOIA or EIR.
Review Date	means the anniversary date of the Commencement Date of this Agreement.

Service	means the service described in clause 2.1;
Smart Card	means the Freedom Pass to be produced by the Contractor which must be compliant with the ENCTS.
Special Term	means any additional term agreed between the Parties in relation to the provision of the Optional Services that are ordered under clause 9;
Specification	means the document setting out London Council's requirements for the provision of the Service set out in the ITT and referred to in Appendix 1 of this Agreement.
Taxi Card	means the scheme paid for by London Boroughs and Transport for London that provides subsidised travel in licensed taxis and private hire vehicles to London residents with serious mobility impairments or who are severely sight impaired.
TCA	means those Travel Concessionary Authorities set out in Appendix 6 whose details will be stored on the CMS which the Contractor will manage for London Councils.
Term	means a period of five years from the Commencement Date and any extension to that agreed pursuant to clause 3, subject to the earlier termination of this Agreement;
Third Party Background IPRs	means IPR owned by any third party, other than an affiliate of the Contractor, before the Commencement Date, for example those subsisting in the third party's standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the third party's Know-How or generic business methodologies; and/or but excluding IPRs owned by the third party subsisting in the Contractor Software.
Third Party Software	means Software which is proprietary to any third party other than an affiliate of the Contractor which is or will be used by the Contractor for the purpose of providing the Service
TUPE	means the Transfer of Undertakings (Protection of Employment) Regulations 2006.
Working Day	means any day of any week excluding Saturdays, Sundays, public and bank holidays.

- 1.2 In this Agreement references to any gender includes both genders and reference to the singular shall include the plural and vice versa.
- 1.3 The Appendices form part of this Agreement. References to clauses and schedules are references to clauses and schedules of this Agreement.

- 1.4 Clause headings are for ease of reference only and shall not affect the interpretation of this Agreement.
- 1.5 Reference to a person includes any individual, firm, unincorporated association or body corporate.
- 1.6 Any reference to any statute or any section of any statute includes any statutory extension, amendment, modification, consolidation or re-enactment and includes any statutory instrument, order, or regulation made under any statute for the time being in force.
- 1.7 The words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”.

2. CONTRACTOR'S GENERAL OBLIGATIONS

- 2.1 The Contractor will carry out the Service in accordance with the terms of this Agreement.
- 2.2 The Contractor warrants that notwithstanding any other provision, it shall in the performance of the Service, exercise reasonable skill, care and diligence having regard to current knowledge, information and good practice.
- 2.3 The Contractor will in the execution of the Service, take account of any Statute, Statutory Instrument, Byelaw, relevant British standard or European Standard or other mandatory requirement or Code of Practice, which may be in force, or come into force, during the Term of this Agreement.
- 2.4 The Contractor shall at all times and from the Commencement Date provide the Service to the Contract Standard.
- 2.5 The Contractor shall ensure that all its personnel engaged in the provision of the Service who are handling Personal Data or have sight of Personal Data are DBS checked and where applicable DBS checks will be undertaken and that each DBS check has been renewed every three years following their employment by the Contractor.
- 2.6 The Contractor will ensure that it has obtained all relevant licences which may be required for the provision of the Service prior to the Commencement Date.
- 2.7 The Contractor will ensure that all personnel employed in the provision of the Service are:-
 - 2.7.1 fully conversant with the scope nature and extent of the part of the Service to be performed by them
 - 2.7.2 fully conversant with any statutory provisions or codes of practice relevant to the tasks to be undertaken by them and
 - 2.7.3 careful, skilled, honest and experienced in the work they are to perform and are capable of receiving and understanding written or oral instructions given in the English language and capable of conversing with sufficient fluency in the English language so as to be able to make themselves understood for the purpose of performing the Service

2.7.4 implement a scheme of training and instruction for all staff on all matters concerned with the provision of the Service and provide to London Councils details of any such training or scheme

2.7.5 The Contractor will in performing the Service adopt a safe method of work in order to protect the health and safety of its employees.

3. COMMENCEMENT AND TERM

3.1 Subject to clause 3.2 below, this Agreement shall commence on the Commencement Date and shall remain in full force for the Term.

3.2 London Councils reserves the right to extend the Term of this Agreement by two further periods of twelve consecutive months only not exceeding two years in total (the "Extended Term") subject to satisfactory performance of the Contractor's obligations set out in this Agreement and further authority being obtained.

3.3 By no later than the 30st June 2022 or such other date as shall be agreed by the Parties, London Councils shall advise the Contractor in writing whether it wishes to extend the Term. In the event that London Councils shall give notice to extend the Term, the Parties shall enter into negotiations in good faith to agree the terms of the extension. Any extension to the Agreement will be recorded by way of a Deed of Variation being entered into between the Parties. The Deed of Variation shall contain the following information:-

- (a) the term of the Extended Term.
- (b) The Contract Price agreed for the Extended Term which shall be calculated in accordance with the price review mechanism set out in clause 5 of this Agreement
- (c) Any other terms and conditions agreed between the Parties.

4. MOBILISATION

4.1 Within 5 Working Days of the date of this Agreement the Contractor shall arrange a pre-commencement meeting which shall be attended by the Core Group and representatives of the outgoing contractor (if deemed necessary by London Councils).

4.1.1 At the pre-commencement meeting, the Parties shall agree a plan for the implementation and smooth transition of the Service from the outgoing contractor to the Contractor and such plan shall be agreed by the Core Group in writing.

4.1.2 The Contractor shall liaise with any outgoing contractor to ensure that the handover is carried out successfully. In addition, the Contractor shall attend as many meetings with London Councils and the former outgoing contractor as are deemed necessary for the successful handover of the Service by London Councils.

4.2 Before the Commencement Date the Contractor shall carry out or provide to London Councils the following:

4.2.1 Proof of the insurances held pursuant to clause 6.2 of this Agreement;

4.2.2 Measures to ensure that the Contractor, its sub-contractors, staff and agents are fully familiar with the provisions of the Agreement, their obligations under this

Agreement and London Councils computer systems. (if applicable)

- 4.2.3 The identities, positions and responsibilities and contact details of all relevant personnel who will be performing the Service as well as those who are to form part of the Core Group on behalf of the Contractor.
- 4.3 London Councils shall prior to the Commencement Date notify to the Contractor in writing the names and contact telephone numbers of those persons who will be managing the Agreement for London Councils and shall provide details for those who are to form part of the Core Group on behalf of London Councils.
- 4.4 London Councils will provide all reasonable assistance to the Contractor prior to the Commencement Date, to include the following:-
 - 4.4.1 Allowing the Contractor to interview appropriate London Councils personnel; and
 - 4.4.2 Reporting to the Contractor on current issues which may affect the provision of the Service.

5. PAYMENT, PRICE REVIEW AND AUDIT

- 5.1 In consideration of the Contractor providing the Service, London Councils shall pay to the Contractor the Contract Price set out in Appendix 3 of this Agreement.
- 5.2 The Contract Price will be paid to the Contractor in accordance with the payment terms set out in Appendix 3 to this Agreement.
- 5.3 For the avoidance of doubt, the prices submitted in the Contractor's Tender Response at Appendix 2 of this Agreement shall remain in force for the Term of this Agreement.
- 5.4 No application for any increase in the Contract Price will be considered by London Councils for:
 - 5.4.1 the first Contract Year of the Agreement; or
 - 5.4.2 for a period of one year following the grant of any increase hereunder; and
 - 5.4.3 the notice provisions of clause 5.4 will apply with not more than one increase being granted in respect of any Contract Year of the Term that this Agreement subsists.
- 5.5 Subject to the provision of clause 5.4 the Contractor may make application to London Councils for a reasonable increase in the Contract Price. The following provisions will apply:
 - 5.5.1 London Councils having received an Application for Payment and been given not less than three months notice in writing of any proposed increase in the Contract Price.
 - 5.5.2 The Contractor will within the Application for Payment justify its reasons for seeking an increase in the Contract Price.
 - 5.5.3 Where the Application for Payment is approved by London Councils, the increase in the Contract Price being agreed in accordance with the Index. The Index rate to be used will be the most recently published rate in June of any Contract Year of the

Term. Any increase agreed to the Contract Price will be recorded by a Change Request in accordance with the provisions of clause 17 of this Agreement.

5.6 All payments to be made to the Contractor under this Agreement are stated exclusive of VAT which shall additionally be paid by London Councils where relevant at the rate and from time to time in the manner prescribed by law.

5.7 All payments under this Agreement shall be subject to audit by London Councils. The Contractor shall make available for such audit purposes any accounting documents of any nature whatsoever associated with or appertaining to the provision of the Service upon receipt of a reasonable request to do so.

6. LIABILITY GENERALLY, INDEMNITY AND INSURANCE

6.1 The Contractor will (without prejudice to their responsibilities set out and defined in the Agreement) be liable for and to the full extent permitted by law indemnify London Councils against:

6.1.1 any expense, liability, loss, claim or proceedings whatsoever arising under statute or at common law in respect of personal injury to or the death of any person ; and

6.1.2 any expense, liability or proceedings in respect of any injury, loss (including but not limited to (i) the cost of claims for transport costs where the Contractor has caused the incorrect issue of a card, (ii) any travel costs claimed by the public where the delay in dispatching the Freedom Pass is entirely the Contractor's fault, (iii) the cost of any Freedom Pass incorrectly issued where the application data was correct, (iv) the cost of passes spoiled by the Bureau (as defined in the Glossary) by the bureau production process, additional postage costs where a Freedom Pass has to be issued first class because of delays in production, and (v) where the Freedom Pass was incorrectly dispatched due to incomplete data), or damage to any property (real or personal) including property of London Councils insofar as such injury, loss or damage arises out of or in the course of the provision of the Service and provided always that the same is not due to any act of negligence, omission or default of London Councils, its employees, agents or sub –contractors and acting within or outside the terms of the Agreement or the terms of any contract of engagement or employment made between them and the Contractor.

6.2 Save for those risks referred to in clause 6.1.1 above and fraud and fraudulent misrepresentation where no limitation shall apply, the Contractor's liability for all other risks under this Agreement shall be limited to £5 million pounds.

6.3 The Contractor shall during the Term of this Agreement maintain those insurances set out in Appendix 9 of this Agreement. The Contractor shall on request supply copies of the relevant certificates of insurance to London Councils as evidence that such policies remain in force.

7. FORCE MAJEURE

7.1 No Party ("the affected Party") shall be liable to any other Party for any delay in or failure to perform its obligations under the Agreement (other than a payment of money) if such delay or failure results from Force Majeure.

- 7.2 Notwithstanding the above, each Party shall use all reasonable endeavours to continue to perform its obligations under the Agreement for the duration of a Force Majeure event. However, if any such event prevents any Party from performing all of its obligations under the Agreement for a period in excess of 30 days, either Party may terminate this Agreement by notice in writing with immediate effect.
- 7.3 Any failure or delay by a Party in performing its obligations under the Agreement which results from any failure or delay by an agent, sub-contractor or supplier shall be regarded as due to Force Majeure only if that agent, sub-contractor or supplier is itself impeded by Force Majeure from complying with an obligation to the Party.
- 7.4 If any of the Parties becomes aware of circumstances of Force Majeure which give rise to or which are likely to give rise to any such failure or delay on its part as described in clause 7.3, it shall immediately notify the other Party by email and telephone and shall provide an estimate of the period that such failure or delay shall continue.

8. KPI'S AND SERVICE CREDITS

- 8.1 The Contractor shall perform the Service and or the Optional Services to the following standard:
- 8.1.1 Using all due skill care and diligence as would a competent contractor carrying out a service of the same scope and nature of the Service.
 - 8.1.2 In accordance with the requirements of the Specification set out in section D of the ITT at Appendix 1 of this Agreement.
 - 8.1.3 In accordance with the KPIs set out in Section G of the ITT at Appendix 1 of this Agreement.
 - 8.1.4 Any guidelines issued by London Councils in particular (but without limitation) those relating to customer care during the Term of this Agreement.
 - 8.1.5 Any reasonable instructions issued to the Contractor by London Councils pursuant to this Agreement.
 - 8.1.6 All legislation, regulations, EU regulations and directives, EU guidance and UK government guidance, bye-laws and any other relevant rule or regulation.
- 8.2 The Service Levels that the Contractor is required to meet in performance of the Service for the various Service Areas are shown at Section G of Appendix 1 of this Agreement. Each Service Level is associated with a defined number of Service Points for non- achievement by the Contractor. The accumulated Service Points during the calendar month, quarter, and year are translated into a number of Service Credits.
- 8.3 The Service Credits aim to incentivise good performance. Service Credits shall be levied against the Contractor for failure to meet the Service Levels. The assessment of performance which could result in service credits will commence from 1 January 2018. The Contractor will have a grace period from 2 October 2017 – 31 December 2017 (inclusive) in which the performance will be monitored but will not be assessed, in terms of performance failures that contribute towards the Service Credits. The application of Service Credits is explained in further detail in Section G of Appendix 1 of this Agreement.

- 8.4 The Parties may vary any of the KPIs or the method of measuring the performance of the Service using Service Credits, by agreement in writing between them. This will be dealt with as a Change Request in accordance with the provisions of clause 17 of this Agreement.
- 8.5 London Councils shall be entitled to carry out such inspections tests or spot checks on the performance of the Services or Optional Services as shall be deemed necessary to ensure compliance with the Specification, and in the event of a non-compliance London Councils may in their discretion issue an Improvement Notice (in the format set out in Appendix 4 to this Agreement) instructing the Contractor to provide to London Councils an Improvement Plan outlining the course of action the Contractor will take to:-
- (a) rectify any defect or malfeasance or remedy any breach by the period specified and/or
 - (b) to perform the Service and or the Optional Services in accordance with the Contract Standard and to those high standards expected by London Councils.
- 8.6 The Improvement Plan must be given to London Councils within 5 Working Days (or such other period as shall be agreed by the Parties) of receiving the Improvement Notice. Upon receipt of the Improvement Plan, London Councils will then have the opportunity to consider it and comment upon the same in writing. However any comments made will not reduce the Contractor's obligations set out in this Agreement.
- 8.6.1 Any Improvement Plan following the issue of an Improvement Notice during the Re-Issue Period must be provided within 2 Working Days of the date that the Improvement Notice is issued to the Contractor by London Councils.
- 8.6.2 From the date that the Improvement Plan is approved by London Councils, the Contractor shall have 25 Working Days in which to restore performance of the Service or Optional Services in relation to the KPI where the non-compliance has occurred. In the event that the Contractor fails to respond within this period, London Councils may in its discretion issue a further Improvement Notice.
- 8.7 Should the Contractor incur 6 or more Improvement Notices in any rolling period of six months during the Term or any Extended Term, which the Contractor fails to comply with any agreed actions following the agreement of the Improvement Plan by London Councils, then such persistent failure shall be regarded as a fundamental breach. London Councils shall thereafter be able to exercise its option to terminate this Agreement forthwith in accordance with the provisions of clause 11.2.1(ii) of this Agreement.

9. PLACEMENT OF ORDERS FOR OPTIONAL SERVICES

- 9.1 The Contractor acknowledges that there will be no commitment to purchase the Optional Services by London Councils until such time as an Order has been issued by London Councils to the Contractor on the template set out in Appendix 5 of this Agreement.
- 9.2 London Councils is not bound to place an Order for all of the Optional Services, or any given value or volume from the Contractor.
- 9.3 London Councils will when placing an Order for the Optional Services, specify to the Contractor which particular components of the Optional Services it wishes to procure.
- 9.3.1 The Order shall include the following information:-

- (a) London Councils official purchase number.
- (b) invoice address
- (c) contact name and phone number
- (d) details of the Optional Services to be ordered including :
 - reference number (where applicable)
 - Date by which the Optional Services shall be commenced and the contract term.
 - The Specification
 - Special Terms if needed in accordance with clause 9.5 below.
 - And any other information which is needed to complete the template for the Order set out in Appendix 4 of this Agreement.

9.4 The terms and conditions applying to an Order may be varied by agreement between the Parties to the extent:-

9.4.1 that the template for the Order indicates blank space where information is to be inserted or indicates a choice of alternative or optional provisions;

9.4.2 is necessary to comply with London Council's own governance procedures;

9.4.3 that the Parties agree any terms (Special Terms) which are supplementary to and not in conflict with those set out in this Agreement save for any changes which will have to be made to clause 18 Transfer of Employment.

9.5 Any authorised representative of London Councils may request an amendment to an Order placed by facsimile, telephone or email.

9.6 Either may at any time request a Special Term by sending written notice thereof to the other Party. The Parties shall discuss any Special Term requested but no Special Term shall become part of the Order to which it relates unless agreed by the Parties, such agreement not to be unreasonably withheld or delayed.

9.7 The Contractor acknowledges that it is obliged to accept any Order unless:

9.7.1 The Parties cannot agree on the inclusion of a Special Term which has been requested.

9.7.2 The Order contains an obvious error and the Parties are unable to agree an amendment to the Order within a reasonable time after the Contractor has notified London Councils of such error.

9.8 In respect of any Order placed by London Councils, the Contractor shall use all reasonable endeavours to notify London Councils of the following:-

- 9.8.1 any Optional Services not included in the Order which will in the reasonable opinion of the Contractor be required to enable London Councils to use the Optional Services ordered;
 - 9.8.2 of any conflict or inconsistency in the Order including any technical incompatibility between any of the Optional Services specified in the Order;
 - 9.8.3 if it orders any Optional Services which if used in combination with any Service ordered by London Councils will place London Councils in breach of any Intellectual Property Rights;
 - 9.8.4 of any information which has been inaccurately or correctly included in the Order.
- 9.9 Following the receipt of notification from the Contractor pursuant to clause 9.8 London Councils may in its sole discretion decide whether or not it still wishes to place an Order in accordance with the provisions of this clause:-
- 9.9.1 If London Councils decides to order any additional Services, London Councils shall place a supplemental Order under the original order number in respect of those additional Services, but the Contractor shall remain liable to fulfil its obligations with respect to the original Order;
 - 9.9.2 If London Councils decides to amend the original Order, London Councils shall place a supplementary Order amending the original Order, and the Contractor shall remain liable to fulfil its obligations with respect to those Optional Services ordered in the original Order which have not been amended pursuant to the supplementary Order. In respect of those Optional Services which have been amended pursuant to the supplemental Order, the Contractor's obligations will be governed by the supplemental Order.
- 9.10 An Order placed by London Councils will not be effective until it has been received and acknowledged in writing by the Contractor.
- 9.11 The acknowledgement issued by the Contractor shall constitute a legally binding acceptance of the terms and conditions of the Order.
- 9.12 For the avoidance of doubt the Change Request will not apply to the Optional Services. Any changes to the Optional Services shall be dealt with in accordance with the provisions of this clause 9.

10. COMMUNICATION, CONTRACT MEETINGS AND MANAGEMENT INFORMATION

- 10.1 The Parties shall work together and individually in the spirit of trust, fairness and mutual co-operation for the benefit of this Agreement. The Parties respective obligations under the Agreement shall be construed within the scope of their roles, expertise and responsibilities and in all matters be governed by this Agreement.
- 10.2 The Parties shall establish a Core Group to review and expedite the implementation of the Service. The Core Group shall comprise those individuals set out in Appendix 8 to this Agreement. The Parties shall ensure that any of its personnel who are Core Group members shall attend Core Group meetings and fulfil their agreed functions in accordance with this Agreement.

- 10.2.1 Core Group meetings shall for the first six months of the Term, shall take place on a monthly basis and thereafter on a quarterly basis unless the Core Group members agree otherwise. The Parties will in the months leading up to the Re-Issue Period meet more frequently as agreed by them.
- 10.2.2 Where an emergency situation arises, demonstrations or any other incident which will impact the Service, then the Core Group will endeavour to meet within 24 hours of the emergency situation arising to determine the urgent action which may have to be taken in respect of such emergency situation.
- 10.2.3 A meeting of the Core Group members shall be convened by London Councils Client Manager at the request of any Core Group member. Each such meeting shall have an agenda and be chaired by the Project Manager or other individual agreed and shall deal with only those items listed in its agenda. London Councils shall have the authority to make the final decision in relation to all Core Group business. The Parties shall comply with any decision of the Core Group made within the scope of its agreed functions.
- 10.2.4 Each Party shall notify the other as soon as it is aware of any matter adversely affecting or threatening the provision of the Service or of its own performance under the Agreement, and shall submit proposals for avoiding or remedying such matter. London Councils Client Manager shall convene a Core Group meeting within 2 Working Days from the date of any such notification to agree an appropriate course of action unless all Core Group members agree such course of action without a meeting.
- 10.3 The Contractor shall during the Term of this Agreement provide to London Councils the Management Information and any agreed variations thereof as set out in the ITT at Appendix 1 of this Agreement.
- 10.4 The Management Information will be provided at those frequencies set out in the ITT or as otherwise agreed by the Parties for the provision of same.
- 10.5 The Contractor shall keep and maintain for 6 years after the expiry or earlier termination of this Agreement full and accurate records of the Agreement, including the Service provided, all payments and all payments made by under this Agreement during the Term of the Agreement ("the Contract Records").
- 10.6 The Contractor acknowledges that London Councils has to report to the Audit Commission (or such other body who shall take over its functions) on a yearly basis during the Term of this Agreement regarding the provision of the Service, and in this respect the Contractor shall do all that it can to assist London Councils in meeting its obligation in this clause.
- 10.7 Any Party shall upon request of any Relevant Party as defined in clause 19.1 of this Agreement provide the Relevant Party (or the Relevant Party's representatives) such reasonable access to those Contract Records as may be required by the Relevant Party in relation to the Agreement during or after the Term of the Agreement, subject to the Relevant Party giving adequate prior notice appropriate to the circumstances. Such access may include granting the Relevant Party permission to copy and remove any copies thereof

11. TERMINATION, SUSPENSION and INEFFECTIVENESS

11.1 Termination on Change of Control and Insolvency

11.1.1 London Councils may terminate the Agreement by notice in writing with immediate effect where:-

- (a) the Contractor undergoes a change of control within the meaning of Section 416 of the Income and Corporation Taxes Act 1988, which impacts adversely and materially on the performance of the Agreement.
- (b) If the Contractor being a company has an application made under the Insolvency Act 1986 as amended by the Enterprise Act 2002 in respect of it to the court for the appointment of an administrator or having a winding up order made or a resolution passed (except for the purposes of amalgamation or reconstruction on terms acceptable to London Councils for voluntary winding up or has a provisional liquidator receiver or manager of its business or undertaking duly appointed or has an administrative receiver as defined in the Insolvency Act 1986 as amended by the Enterprise Act 2002 duly appointed or has possession taken by or on behalf of the holders of any debentures secured by a floating charge; or
- (c) If the Contractor being a partnership has an application made under the Insolvency Act 1986 as amended by the Enterprise Act 2002 in respect of the partnership to the court for a winding up order to be made or where the partners have jointly applied for bankruptcy without the partnership being wound-up as an unregistered company under the insolvency Act 1986 as amended by the Enterprise Act 2002 or where an application for bankruptcy is made against any individual partner or where the partnership has a provisional liquidator receiver or manager of its business duly appointed or where the partnership is dissolved save for the purpose of bona fide reconstruction on terms acceptable to London Councils or where a substantial change in the partners occur.
- (d) in the event of any substantial change in legal status or of circumstances which materially affects the contractual relationship between the Parties or the rights of London Councils to sue or otherwise recover monies due or enforce any other right arising under this Agreement that has been agreed by the Parties
- (e) any similar event occurs under the law or any other jurisdiction.

11.1.2 For the purposes of sub-clause 11.1.1(a) the Contractor shall notify London Councils immediately when any change of control occurs. London Councils may only exercise its rights under this clause within 9 months of:-

- (a) being notified that a change of control has occurred; or
- (b) where no notification has been made, the date that London Councils becomes aware of the change of control.

but shall not be permitted to do so where an approval was granted prior to the change of control of the Contractor.

11.2 Termination on Default

11.2.1 London Councils may terminate this Agreement or any part thereof including any Order issued by written notice to the Contractor with immediate effect if :-

- (i) the Contractor commits a Default and:-
 - (a) the Contractor has not remedied the Default to the satisfaction of London Councils, or
 - (b) the Default is not, in the opinion of London Councils, capable of remedy; or
 - (c) the Default is a material breach of the Agreement.
- (ii) the provisions of clause 8.6.2 of this Agreement are invoked

11.2.2 In the event that through any Default of the Contractor, data transmitted or processed in connection with the Agreement or Order is either lost or sufficiently degraded as to be unusable, the Contractor shall be liable for the costs of reconstitution of that data and shall provide a full credit in respect of any charge levied for its transmission and shall reimburse London Councils all costs charged in connection with such Default of the Contractor

11.3 Consequences of Termination

11.3.1 Termination of this Agreement by any Party shall not affect the accrued rights of any Party to the date of termination. Except as otherwise expressly provided by the Agreement, all remedies available to any Party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies

11.3.2 Where London Councils terminates the Agreement or any part of the Agreement including any Order under 11.1, or 11.2 and then makes arrangements for the provision of the Service, London Councils shall be entitled to recover from the Contractor the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by London Councils throughout the remainder of the Term or any Extended Term. London Councils shall take all reasonable steps to mitigate such additional expenditure. Where the Agreement or Order is terminated under clause 11.1 or 11.2, no further payments shall be payable by London Councils until London Councils has established the final cost of making those final arrangements.

11.4 Recovery upon Termination

11.4.1 Save as otherwise expressly provided in this Agreement, termination of this Agreement shall be without prejudice to any rights, remedies or obligations accrued under this Agreement prior to termination or expiration and nothing in the Agreement shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry.

11.4.2 At the end of the Term the Contractor shall forthwith deliver to London Councils upon request all Property belonging to London Councils (including but not limited to materials, documents, information etc) in its possession or under the control of

the permitted sub-contractors. In default of compliance with this clause London Councils may recover possession thereof and the Contractor grants a licence to London Councils or its appointed agents to enter (for the purposes of such recovery) any premises of the Contractor or its permitted sub-contractors where any such items may be held.

11.4.3 At the end of the Term or Extended Term, the Contractor shall provide all reasonable assistance to London Councils and any new contractor appointed by London Councils to continue or take over the provision of the Service or Optional Services in order to ensure an effective handover of all work in progress.

11.4.4 In the event of termination (when and howsoever occurring) the Parties shall enter into an Exit and Transfer Plan which shall set out the rights and responsibilities of the Parties. The rights and responsibilities shall include but is not limited to rights in relation to termination, IPRs, payment, handover of Service provision and potential TUPE issues. The template for the Exit and Transfer Plan shall be as set out in Appendix 7 of this Agreement.

11.5 Suspension

11.5.1 In the event of breach or delay London Councils may elect in lieu of termination under this clause 11 to suspend this Agreement or any part thereof until such time the Contractor is once again in a position to commence the Service or Optional Services.

11.5.2 In the event of suspension of this Agreement or any part thereof, London Councils will be permitted to allow its own employees or any other contractor to provide the Service or Optional Services. In the event of recommencement of the suspended Service or Optional Services by the Contractor, the Contractor agrees to adopt the Service or Optional Services carried out by such employees or other contractor insofar as such Services in the opinion of London Councils have been carried out in compliance with this Agreement. Any additional expense incurred by permitting the employees of London Councils or another contractor to carry out the Service or Optional Services will be chargeable to the Contractor and may be deducted from any sums outstanding under this Agreement or any other contract between the Parties.

11.6 Ineffectiveness

11.6.1 Should a declaration of ineffectiveness pursuant to the Public Contracts Regulations 2015 be made in respect of this Agreement, the parties shall use all reasonable endeavours (where the standstill period has passed) to maintain the effects of the Agreement embodying their respective rights and obligations until such time as the courts have made a determination, in particular where there are overriding reasons relating to a general interest requiring the effects of the Agreement to be maintained.

12. **ASSIGNMENT, SUB CONTRACTING AND NOVATION**

12.1 The Contractor shall not assign, sub-contract or in any other way dispose of the Service or any part of it without the prior written consent of London Councils, such consent shall not be unreasonably withheld. Sub-contracting any part of the Service shall not relieve the Contractor of any obligation or duty attributable to the Contractor under this Agreement.

12.2 The Contractor shall be responsible for the acts and omissions of its sub-contractors as though they are its own.

12.3 Where London Councils has consented to the appointment of a sub-contractor, copies of each sub-contract shall be provided by the Contractor to London Councils within 7 Working Days of such request.

13. CONFIDENTIALITY

13.1 Each Party shall:

- (a) treat all Confidential Information belonging to the other Parties as confidential and safeguard it accordingly;
- (b) use any Confidential Information it receives from any other Party only for the purposes of the Agreement; and
- (c) not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the relevant Party, except to such persons and to such extent as may be necessary for the performance of the Agreement or except where disclosure is otherwise expressly permitted by the provisions of this Agreement.

13.2 The Party shall take all necessary precautions to ensure that all Confidential Information obtained from any other Party under or in connection with the Agreement is:

13.2.1 given only to such of any members of its associated group (being its parent undertaking, or any subsidiary undertaking of such parent undertaking), their respective employees, directors, auditors, professional advisers, consultants, agents or contractors ("Staff and Associates") as is strictly necessary for the performance of the Agreement; and

13.2.2 is treated as confidential and not disclosed (without prior written consent of the relevant Party) or used by any of its Staff and Associates otherwise than for the purposes of the Agreement; and

13.2.3 Each Party shall ensure that its Staff and Associates are aware of and subject to the confidentiality obligations set out in this Agreement.

13.3 The provisions of clauses 13.1 and 13.2 shall not apply to any Confidential Information received by one Party from the other which:

- (a) is or becomes public knowledge (otherwise than by breach of this clause);
- (b) was in the possession of the receiving Party without restriction as to its disclosure before receiving it from the disclosing Party;
- (c) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
- (d) is independently developed without access to the Confidential Information; or
- (e) must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure

under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 pursuant to clause 15 (Freedom of Information).

14. DATA PROTECTION

- 14.1 The Contractor shall provide to London Councils or its agents immediately on receipt and processing of the information and Personal Data in each Freedom Pass application, the information including Personal Data collected from each completed Application Form and Letter of Authorisation in an electronic data file in a pre-agreed format
- 14.2 The Contractor shall not own any of the information or Personal Data compiled from the completed Application Forms or Letters of Authorisation and shall not use such information or Personal Data other than as specified in this Agreement or for such other use as may be specifically authorised in writing by London Councils.
- 14.3 The Parties agree and acknowledge their respective roles, with the Contractor as Data Processor and London Councils as Data Controllers within the meaning of the Data Protection Act 1998 ("the 1998 Act").
- 14.4 The Contractor undertakes to comply with the provisions of the 1998 Act in respect of Personal Data held, processed and transmitted in relation to the Concessionary Travel Scheme (including delivery of the Service and if instructed to perform the Optional Services) and, if necessary, to register themselves for this purpose, and to inform London Councils of any Subject Data Access requests it receives from Freedom Pass holders within two days of receipt.
- 14.5 The Contractor further undertakes to comply with the provisions regarding information governance as set out in the ITT at Appendix 1 of this Agreement.
- 14.6 Notwithstanding the provisions of clause 14.4, the Contractor acknowledges that London Councils will also be responding to Subject Data Access requests and will assist London Councils and provide such Personal and Subject Data to London Councils within the time frame specified by London Councils.
- 14.7 London Councils shall be registered as Data Controller under the 1998 Act and shall be responsible for Personal Data managed or obtained by or on its behalf under this Agreement. The Contractor shall comply in all respects with the 1998 Act and will not do anything to affect the reputation of London Councils or bring London Councils into disrepute or place London Councils in breach of its own obligations under the 1998 Act.
- 14.8 The Contractor confirms that he will fully comply with the provisions of this clause 14 of this Agreement and his obligations under the 1998 Act with regard to privacy and notifications and will not share, transfer or otherwise process Personal Data belonging to London Councils, TCA's, members of the public or any other persons other than as instructed by London Councils. On termination of this Agreement for whatever reason, the Contractor shall transfer the information including the Personal Data contained within the CMS for the purposes of processing the information and Personal Data to London Councils or any replacement contractor as London Councils shall instruct.
- 14.9 Notwithstanding the provisions of clause 14.8 above the Contractor acknowledges the right of each individual TCA to access the information and Personal Data relating to the residents of their individual boroughs within the TCA's only for verification and fraud monitoring or

investigatory purposes, and will ensure that their CMS database is accessible for this purpose.

- 14.10 The Contractor acknowledges that London Councils is registered to process Personal Data under 1988 Act and will, in acknowledging that the Service requires them to process Personal Data on behalf of London Councils:

14.10.1 comply in all respects with the Data Protection Act 1998 and do nothing to cause London Councils to fail in its obligations under the same;

14.10.2 only process or be granted access to Personal Data in accordance with the applicable data protection laws in the United Kingdom and the terms of this Agreement and for the purposes of performing its obligations and/or exercising its rights under this Agreement, and when processing Personal Data on behalf of London Councils the Contractor will only act in accordance with instructions from London Councils.

14.10.3 Warrant that it has in place and undertake to maintain throughout the term of the Agreement appropriate technical and organisational measures against the accidental, unauthorised or unlawful processing, destruction, loss, damage, or disclosure of personal data, that are satisfactory to London Councils, and adequate security programmes and procedures to ensure that unauthorised persons do not have access to the Personal Data or to any equipment used to process Personal Data.

14.10.4 Take reasonable steps to ensure the reliability of personnel having access to London Council's Personal Data, and ensure that such personnel are fully aware of the measures to be taken when processing London Council's Personal Data.

- 14.11 In the event that the Contractor receives a written request from London Councils for information about, or a copy of London Council's Personal Data, the Contractor will supply such information or Personal Data to London Councils within such time and in the form specified in the request. If no period of time is specified in the request, then within 14 days from the date of the request.

- 14.12 London Councils remains solely responsible for determining the purposes and manner in which London Council's Personal Data is to be processed. The Contractor will not share any of London Council's Personal Data with any sub-contractor or third party unless there is a written contract in place which requires the sub-contractor or third party to:-

14.12.1 only process London Councils Personal Data in accordance with London Council's instructions to the Contractor; and

14.12.2 comply with the same data protection requirements that the Contractor is required to comply with under this Agreement.

- 14.13 The provisions of this clause 14 (but providing all London Councils Personal Data has been returned in a full and proper accessible condition to London Councils, then excluding clause 14.11) will continue in perpetuity.

- 14.14 In the event that Personal Data is transferred or processed outside of the EEA, the Contractor shall comply with the latest guidance provided by the Information Commissioners Office, currently being "The Information Commissioner's recommended

approach to assessing adequacy including consideration of the issue of contractual solutions, binding corporate rules and Safe Harbor”.

- 14.15 The Contractor shall comply with 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, more commonly known as the General Data Protection Regulation (the “GDPR”), and any subsequent amendments from the date such provisions come into force.

15. FREEDOM OF INFORMATION

- 15.1 London Councils is subject to the provisions of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR). As such the Contractor acknowledges that London Councils may be obliged to disclose information relating to this Agreement.
- 15.2 The Contractor shall complete a Freedom of Information Questionnaire as set out in Appendix 10 to this Agreement, stating which part(s) of the Tender Response he considers to be Exempt Information and wish to be considered confidential or commercially sensitive under relevant sections of the FOIA or EIR they believe apply.
- 15.3 London Councils does not guarantee to comply with such request for exemption under the FOIA or EIR and will only be considered at the time of any Freedom of Information Request. London Councils will where ever possible revert to the Contractor to discuss any FOIA request for Information but does not guarantee to do so and the Contractor acknowledges and accepts that the final decision as to whether to release Information in response to an FOIA request will be for London Councils alone. Any failure to indicate in Appendix 9 that the Contractor considers particular Information as exempt will be seen as automatic consent for release of the Information.
- 15.4 To the extent that the FOIA or EIR applies to this Agreement the Contractor shall provide such information as requested, provided always that the same does not fall within the Exempt information categories thereof, in accordance with the specified timescale, and in the format agreed with London Councils. Upon receipt of a request for Information London Councils shall, wherever possible, consult with the Contractor and take into account its views on disclosure and the applicability of any exemptions.
- 15.5 The Contractor shall after discussion with London Councils respond directly to a request for information under the FOIA or EIR and shall pass any details of this to London Councils.
- 15.6 The Contractor shall and shall procure that its sub-contractors shall:
- 15.6.1 provide either the Contractor or London Councils as appropriate with a copy of all information in its possession or power in a form that is required within five working days of receipt at no cost to London Councils.
- 15.6.2 Provide all necessary assistance as reasonably requested by London Councils to respond to a request for information within the time for compliance set out in FOIA or EIR.
- 15.7 All information provided or assistance rendered by virtue of the Contractor’s obligations under this clause shall be part of the Contractor’s general obligations to London Councils and shall be at no cost to London Councils.

16. INTELLECTUAL PROPERTY RIGHTS

- 16.1 Upon completion of the Service or earlier termination of the Contractor's engagement under this Agreement, all of the documents including but not limited to reports, recommendations, documentary evidence, databases and such information as required by London Councils or any party nominated by London Councils so as to be able to understand the relationships between data items and tables held within databases, designs, logos and other documents and information in any way prepared by the Contractor in connection with the provision of the Service whether or not in existence prior to the Commencement Date pursuant to this Agreement but excluding the Contractor's Software, the Contractor's Background IPRs, the Third Party Software and the Third Party Background IPRs (the "Documents") will immediately be delivered to and become the property of London Councils in all respects. The Contractor hereby assigns full copyright and future copyright and all other intellectual property rights in the said Documents to London Councils.
- 16.2 In addition to the assignment of copyright in the Documents and notwithstanding any other provision of this Agreement, the Contractor will on completion of the Service or earlier termination assign and transfer to London Councils the contents of the database and such information as required by London Councils or any party nominated by London Councils so as to be able to understand the relationships between data items and tables held within databases, patents, registered and unregistered designs, logos, internet domain names, business or trade names and registrations, and all registered and unregistered trade marks (and any applications for registration therefore) specifically prepared for London Councils under this Agreement or for the purposes of entering into this Agreement but excluding the Contractor's Software, the Contractor's Background IPRs, the Third Party Software and the Third Party Background IPRs.
- 16.3 In addition to the assignment of the intellectual property rights under clauses 16.1 and 16.2, the Contractor hereby grants to (or shall procure for the benefit of) London Councils, a non-exclusive licence to use for whatever purpose and in whatever medium London Councils deems appropriate for the sole purposes of continuing to provide Freedom Pass all background and third party information and materials to the extent that the Contractor having used all reasonable endeavours to procure such entitlement is entitled to do so ("the Materials") in any way used by the Contractor in preparation of the Documents and any of the rights, names or marks provided above and will immediately deliver copies of such Materials to London Councils.
- 16.3.1 For the avoidance of doubt the Contractor Software and the Third Party Software will remain the property of the Contractor or the Third Party as appropriate at all times and is not included in the licence requirements set out in clause 16.3.
- 16.4 The Contractor shall where necessary for the ongoing use of the delivered product or Service, grant to (or shall procure for the benefit of) London Councils a non-exclusive licence to use their or appropriate third party logos, trademarks and other intellectual property together with agreed guidelines or conditions for the provision of the Service
- 16.5 The Contractor acknowledges that copyright and all other IPRs in the Contract Documents including London Council's ITT at Appendix 1 of this Agreement including all documents and materials together with any images, designs, logos and layouts and all patents, domain names business or trade names and trademarks (whether registered, unregistered, applied for or pending or otherwise) and all other IPRs included therein by virtue of this Agreement

together with the Personal Data, shall at all times remain vested in London Councils or other owners and London Councils hereby grants to the Contractor a limited royalty free license to use such London Councils ITT Contract Documents and Materials etc and Personal Data for the duration of this Agreement and such time afterwards as necessary for the purposes of this Agreement solely for the purposes of providing the Service to London Councils.

16.6 The Contractor acknowledges that if this Agreement is terminated save where London Councils is in breach, London Councils may withhold any sums due under the Agreement if the Contractor fails to comply fully with the provisions of this clause 16 until such time as the Contractor so complies.

16.7 The Contractor warrants that it has power and necessary authority to enter into this Agreement and to grant the rights and licences in the Documents and Materials and that the use of the aforesaid Documents and Materials will not breach any third party intellectual property rights.

17. VARIATIONS AND CHANGE CONTROL PROCEDURE

17.1 London Councils reserves the right on giving reasonable written notice from time to time to require changes to the provision of the Services (whether by removal of part of the Service, decreasing or increasing the provision of the Service or specifying the requirements in which the Service is to be provided) for any reason whatsoever provided that such omission, decrease or increase does not amount to a material change to the Specification. Such a change is hereinafter called a "Change Request"

17.2 The Change Request shall be communicated in writing by London Councils to the Contractor in accordance with the notice provisions set out in this Agreement.

17.3 In the event of a Change Request the Contract Price may also be varied. Such a change in the Contract Price shall be calculated by London Councils and agreed in writing with the Contractor. The change in Contract Price must properly and fairly reflect the nature and extent of the Change Request in all the circumstances. Failing agreement the matter shall be determined in accordance with the dispute resolution process set out in clause 22 of this Agreement.

17.4 The Contractor shall provide such information as may be reasonably required to enable the Contract Price to be calculated in accordance with the provisions of this clause.

17.5 For the avoidance of doubt the provisions of this clause will not apply to the Optional Services. Any changes to the Optional Services shall be dealt with in accordance with the provisions of clause 9 of this Agreement.

17.6 Notwithstanding the provisions of clauses 2.3 and clause 8.1.6, changes to the Service or Optional Services required following a change in, or from the application of a Statute, Statutory Instrument, Byelaw, relevant British standard or European standard or other mandatory requirement or Code of Practice, shall be implemented in accordance with the procedures described in clause 17.1 to 17.4 inclusive or clause 9 as appropriate, provided that the Contract Price shall not be amended unless scope or delivery of the Service or Optional Services is affected.

17.7 If the change does not impact on the Contractor's cost of delivering the Service or Optional Services then it shall be implemented by the Contractor free of charge.

18. TRANSFER OF EMPLOYMENT

- 18.1 The Contractor will indemnify London Councils against any and all claims for loss or damage which may be made against London Councils as a result of the Contractor's failure to comply with any provisions of TUPE, the Directive, the Code or the Direction. The Contractor further warrants to London Councils that it understands its obligations and has taken appropriate actuarial and financial advice as may be necessary to ensure compliance, and that the Contractor has made an estimate of the costs which will be incurred by it as a result of complying with its obligations, and that those estimated costs are included in the Contractor's Contract Price.
- 18.2 The Contractor warrants that either:-
- (a) it is an admission body as defined in the Local Government Pension Scheme Regulations 1997 as amended, and has provided a copy of its Admission Agreement with its tender submission; or
 - (b) pursuant to the Direction transferring employees will otherwise have rights to acquire pension benefits when in the employment of the Contractor and those rights will be the same as broadly comparable to or better than those rights the employees had or had the right to acquire as employees of London Councils.
- 18.3 The provisions of clause 18.2 shall apply equally if the Contractor under this Agreement is a subsequent contractor within the meaning of and for the purposes of the Direction.
- 18.4 The Contractor will during the Term of this Agreement:-
- (a) take account of the Code and the Direction in providing the Service and will abide by their provisions in every particular,
 - (b) agree to any dispute arising from the application of the Code being dealt with in accordance with the Code of Practice on Handling Workforce Issues Dispute Resolution Procedure (as referred to in the Code) as a separate procedure from any other dispute resolution procedure set out in this Agreement.
 - (c) From time to time provide a report to London Councils on what steps it has taken to implement the Code; and
 - (d) Co-operate with London Councils in any inspection or audit London Councils decides to make of implementation of the Code by the Contractor, whether that audit or inspection is carried out by London Councils or any third party.
- 18.5 If London Councils seeks or proposes to seek further tenders for the execution of the Service (whether upon the expiry of the Term of this Agreement or earlier termination of this Agreement), the Contractor shall within five Working Days of a written request from London Councils, provide to London Councils (and to such other parties as London Councils may require) such information concerning the numbers of staff employed by the Contractor in providing the Service and their terms and conditions of employment. Such information may include any or all of the following information about all relevant staff:
- (a) current salary
 - (b) length of service

- (c) hours of work
- (d) arrangements for overtime
- (e) factors that may affect redundancy entitlement
- (f) outstanding industrial injury or other claims
- (g) probationary periods
- (h) retirement ages
- (i) periods of notice for termination of employment
- (j) current pay agreement and any agreed settlement yet to come into effect
- (k) age
- (l) gender
- (m) annual leave entitlement
- (n) sick leave entitlement
- (o) maternity/paternity leave arrangements.
- (p) Special leave entitlement.
- (q) Season ticket loans, provision of cars and other contractual or customary benefits, if applicable.
- (r) Pension arrangements
- (s) Location and any other contractual provisions relating to location.
- (t) Nature of job and
- (u) Percentage of time spent in providing the Service.
- (v) Any disciplinary action taken by the Contractor against an employee within the previous two years where the Employment Act 2002 (Dispute Resolutions) Regulations 2004 applied, or from 6th April 2009 the Acas Code of Practice on disciplinary and grievance procedures.
- (w) Any grievance procedure taken by an employee against the Contractor within the previous two years where the Employment Act 2002 (Dispute Resolutions) Regulations 2004 applied, or from 6th April 2009 the Acas Code of Practice on disciplinary and grievance procedures.
- (x) Any court or tribunal case, claim or action:-
 - (i) brought by any employee against the Contractor within the previous two years.

- (ii) that the Contractor has reasonable grounds to believe an employee may bring against a new contractor arising out of the employee's employment with the Contractor and
 - (y) any collective agreement which will have effect after a transfer of employment in relation to the employees, pursuant to TUPE.
- 18.6 The Contractor will warrant that the information provided pursuant to clause 18.5 is accurate and complete.
- 18.7 The Contractor will advise London Councils immediately of any changes to the information provided pursuant to clause 18.5 between the date on which it is provided and the expiry of the Term of this Agreement. The Contractor will ensure that the information disclosed is accurate and up to date as at the expiry date and that all known existing liabilities relating to such staff have been discharged.
- 18.8 If the Contractor fails to provide the information listed in clause 18.5 the Contractor may not be permitted to tender for the subsequent contract.
- 18.9 London Councils will keep any information disclosed pursuant to clause 18.5 confidential and will ensure that it complies with the relevant data protection legislation in respect of such information. London Councils will only disclose such information to persons who have indicated a firm intention to submit a tender to London Councils to carry out the Service in the period after determination of the Contractor's engagement under this Agreement.
- 18.10 The Contractor will indemnify London Councils against all claims, costs, damages, compensation and other liabilities resulting from any failure on the part of the Contractor to fulfil its obligations relating to:
 - (a) the provision of full up to date and accurate information to the Contractor's employees or their representatives; and
 - (b) the consultation with such employees or their representatives.
- 18.11 The Contractor will (in addition to any other liability or obligation set out in this Agreement) indemnify London Councils, its employees, agents or sub-contractors against any cost, liability or loss that arises from any action of any person transferring from the employment of any former contractor to the employment of the Contractor under the provisions of TUPE and or the Directive.
- 18.12 The Contractor will not without the prior written consent of London Councils during the final twelve months of the Term or Extended Term of the Agreement increase the number of its employees such that the total number of employees or the total cost per annum of employing all such employees is increased by more than 1% during such period.
- 18.13 The Contractor will not without the prior written consent of London Councils during the final 12 months of the Term of this Agreement assign or redeploy any employees to other duties unconnected with the provision of the Service.
- 18.14 The Contractor shall not agree with or otherwise promise any employees or trade union any terms or conditions of employment which are outside the ordinary and normal custom and practice for their industry or relevant trade or which are conditional upon or triggered

by a relevant transfer or are intended to frustrate a re-tendering exercise or deter potential tenderers from tendering.

19. ANTI-CORRUPTION, FRAUD AND BRIBERY

19.1 “Relevant Party” for the purposes of this clause 19 shall mean London Councils.

19.2 Each Party shall make all reasonable endeavours to ensure its employees, agents and sub-contractors does not, in relation to the obtaining or execution of this Agreement or any other Agreement with a Relevant Party:

- (i) offer to any person any gift to persuade or reward them for doing or not doing anything relating to the award of this Agreement;
- (ii) pay any commission, fees or grant any rebates to any employee, officer or agent of the Relevant Party;
- (iii) favour any employee, officer or agent of any Relevant Party with gifts or entertainment of significant cost or value;
- (iv) enter into any business arrangement with employees, officers or agents of any Relevant Party (other than as a representative of the Relevant Party) without the prior written approval of the Relevant Party;
- (v) offer any gift or reward or commit any offence under the Public Bodies Corrupt Practices Act 1889, the Prevention of Corruption Acts 1889 to 1916, section 117(2) of the Local Government Act 1972 and the National Code of Local Government Conduct; or
- (vi) Commit any fraud in connection with this Agreement whether alone or in conjunction with its members, employees or agents.

19.3 Both parties acknowledge that the Bribery Act 2010 is in force and will ensure compliance with its provisions.

20. THIRD PARTIES

20.1 Unless otherwise expressly included in this Agreement, any rights of third parties to enforce the provisions of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 are excluded.

21. LONDON COUNCILS’ AGENCY STATUS

21.1 The Parties acknowledge and agree that London Councils is entering into this Agreement for and on behalf of itself and as agent for each of the TCAs.

22. DISPUTE RESOLUTION

22.1 The Parties shall each be under a general obligation to use all reasonable endeavours to negotiate in good faith and to settle amicably any dispute arising in connection with this Agreement.

22.2 Except where the Agreement provides to the contrary, all disputes between the Parties arising out of or relating to the Agreement shall be referred in the first instance by the

Parties to their respective Client Managers for resolution. The Parties shall ensure that the Client Managers meet as soon as possible and in any event within 5 Working Days of referral of the dispute to them.

- 22.3 If any dispute cannot be resolved by the Client Managers within 10 Working Days after the date of referral under clause 22, that dispute shall be referred for resolution by any Party to:

22.3.1 In the case of the Contractor to ~~XXXXXXXXXX~~; and

22.3.2 In the case of London Councils the Corporate Director of Services.

- 22.4 If the dispute cannot be resolved pursuant to clause 22, the Parties will attempt to settle the dispute in mediation in accordance with the up to date procedure issued by the Centre for Effective Dispute Resolution (the Model Procedure). The commencement of the mediation will not prevent the Parties from commencing court proceedings.

- 22.5 Unless this Agreement has expired or terminated, the Parties shall continue to comply with, observe and perform all their obligations under the Agreement, including performance of all of the Services, in so far as performance is not prevented by the dispute, regardless of the dispute and notwithstanding the referral of the dispute for resolution in accordance with the mediation procedure.

- 22.6 The costs of resolving a dispute in accordance with the provisions of this clause 22 shall be borne by the Parties to the dispute equally unless the arbitrator, mediator or court (as applicable) determines that the conduct of any Party is such that a particular Party should bear all such costs.

23. SEVERANCE

- 23.1 If any provision of the Agreement shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other provision, all of which shall remain in full force and effect.

24. CONTRACTING PARTY'S AUTHORITY

- 24.1 The Contractor shall act on behalf of London Councils in the matters set out or necessarily implied in the Agreement but shall not otherwise hold itself out as the agent of London Councils.

25. TACKLING ECONOMIC DEPRIVATION IN THE EUROPEAN UNION (COMMUNITY BENEFIT)

- 25.1 In appointing sub-contractors to carry out the Service or Optional Services, the Contractor shall use reasonable endeavours to select at least 10% of them from businesses with registered offices, (or seats of business as this latter term may be defined in the law of any member state of the European Union) in the Deprived Area.
- 25.2 The Contractor shall use reasonable endeavours to ensure that at least 10% of the workforce it deploys at anyone time to undertake this Agreement live in a Deprived Area or in contiguous to London Councils. For the purpose of this Agreement "workforce" shall include the workforce of the Contractor and any of its sub-contractors deployed at any time in the carrying out of the Service and or the Optional Services.

26. SUSTAINABLE DEVELOPMENT AND ENVIRONMENTAL CONSIDERATIONS

- 26.1 The Contractor is encouraged to suggest economically viable methods of procuring the Service or the subject thereof which, if instructed by London Councils may result in an improvement in environmental performance of the carrying out of the Service and/or the Optional Services.

27. EQUAL OPPORTUNITIES

- 27.1 The Contractor will not unlawfully discriminate within the meaning and scope of the Race Relations Act 1976, the Sex Discrimination Act 1975, the Disability Discrimination Act 1995, the Equal Pay Act 1970 or any statutory instrument, byelaw, or equivalent European legislation relating to equal opportunities which may be in force or come into force until completion of the whole of the Service including the Employment Equality (Sexual Orientation Regulations 2003 the Employment Equality (Religion of Belief) Regulations 2003 and the Employment Equality (Age) Regulations 2006 and the Equality Act 2010.
- 27.2 Without prejudice to the generality of clause 27.1 the Contractor is to comply with London Council's Equal Opportunities Policy a copy of which is appended to Appendix 11 of this Agreement.
- 27.3 The Contractor will operate an equal opportunities policy and warrants that this policy will comply with all relevant law. A copy of the Contractor's policy will be made available on request to London Councils.
- 27.4 If any court or tribunal of the Commission for Racial Equality should make any findings of unlawful discrimination against the Contractor, the Contractor will take all necessary steps to prevent a reoccurrence of such discrimination.
- 27.5 The Contractor will not do or permit or cause to be done any act or thing or omission in connection with this Agreement which would either cause or give proper grounds for action to be brought against London Councils under section 7 of the Human Rights Act 1998 or give grounds for a person to rely upon such act or thing or omission on the part of the Contractor in its defence in any proceedings brought against a third party by London Councils.
- 27.6 The Contractor must take all necessary steps to secure the observance of the provisions of this clause 27 by all its employees, servants, agents, or sub-contractors employed in the performance of this Agreement.

28. GOVERNING LAW

- 28.1 This Agreement shall be governed by and construed in accordance with English law and the Parties submit to the exclusive jurisdiction of the courts of England and Wales.

29. NOTICES

- 29.1 Any notice or invoice to be sent or given under this Agreement shall be in writing and sent by letter delivered by hand, first class post, email or facsimile transmission to the other Party.
- 29.1.1 Notices or invoices shall be sent In the case of any other Party, to its address stated in this Agreement.

29.1.2 Either Party may change its address for service by serving a notice in accordance with this clause.

29.2 Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been received:

29.2.1 At the time of delivery for notices delivered by hand;

29.2.2 2 Working Days after the day of posting for notices sent by first class post; and

29.2.3 Subject to the sender's facsimile machine acknowledging receipt by issuing a successful transmission report, on the date of transmission if sent by facsimile or by email and if transmitted during normal business hours, otherwise on the next Working Day.

30. ENTIRE AGREEMENT & HIEARCHY

30.1 This Agreement sets out the entire agreement between the Parties as to its subject matter and supersedes all prior agreements and representations not incorporated in the Agreement. This clause shall not apply to fraudulent misrepresentations.

30.2 For the avoidance of doubt where there is any conflict regarding the Service to be provided, then the Specification referred to in the ITT set out in Appendix 1 of this Agreement shall prevail.

30.3 Where there is any conflict regarding the legal terms governing the provision of the Service, then the provisions of this Agreement shall prevail.

31. SURVIVAL

31.1 Notwithstanding the termination or expiry of this Agreement in whole the provisions of clauses 6 (Liability Generally Insurance and Indemnity), 11.3 (Consequences of Termination), 13 (Confidentiality), 29 (Notices), 5 (Payment, Price Review and Audit), 28 (Governing Law), 22 (Dispute Resolution) and 14 (Data Protection) 15 (Freedom of Information), shall expressly survive such termination or expiry and continue in full force and effect along with any other clauses or schedules of this Agreement necessary to give full and proper effect to the clauses listed above.

31.2 Any other provision contained in this Agreement which by its nature or by implication (including in respect of any accrued rights and liabilities) is required to survive termination or expiry of this Agreement so as to give effect to that provision, shall survive such termination or expiry.

32. WAIVER

32.1 Failure by any Party at any time to enforce the provisions of the Agreement or to require performance by another Party of any of the provisions of the Agreement shall not be construed as a waiver of any such provision and shall not affect the validity of the Agreement (or any part thereof) or the right of either Party to enforce any provision in accordance with the Agreement's terms.

32.2 No waiver shall be effective unless expressly stated in writing to be a waiver and communicated in writing to the other Parties in accordance with clause 29 (Notices).

AS WITNESS WHEREOF the Parties have executed this Agreement on the date set out above.

EXECUTED and DELIVERED as a DEED)
by **LONDON COUNCILS**)
by means of this signature)

.....
John O'Brien
Chief Executive

EXECUTED and DELIVERED as a DEED
by **[INSERT PROVIDERS NAME]**
by means of these signatures

.....
Director

.....
Print name

.....
Director/Company Secretary

.....
Print name

APPENDIX 1 – INVITATION TO TENDER (ITT)

DRAFT

APPENDIX 2 – CONTRACTOR’S TENDER RESPONSE

DRAFT

APPENDIX 3 – PAYMENT SCHEDULE

1. The Contract Price for the provision of the Service and Optional Services shall be those sums set out in the Contractor's Tender Response dated the **XXXXXX** in Appendix 2.
2. The Contractor will prior to issuing an invoice submit a Statement ("the Statement") to London Councils by email containing the following information:-
 - (i) the quantity and Services provided.
 - (ii) the rates and prices for the Services supplied
 - (iii) the place where the Services were delivered
 - (iv) the date of the delivery of the calendar month which is to be invoiced to London Councils.
- 2.1 London Councils will verify the figures based upon the data provided by the Contractor's CMS and notify the Contractor in writing within 10 Working Days of receipt of the Statement if the Statement is acceptable. Where the Statement is agreed London Councils will issue to the Contractor a Notice of Acceptance). Within seven Working Days of receiving the Notice of Acceptance, the Contractor will submit to London Councils for payment an invoice in the prescribed format appended to this Appendix 2 as Annex B.
 - 2.1.1 For the avoidance of doubt, the figures contained in the sample invoice and statement provided by the Contractor appended to Annex B to this Appendix 2 are for information purposes only.
- 2.2 Where London Councils does not agree with the Statement produced by the Contractor, London Councils will issue a non-acceptance notice ("Notice of Non-Acceptance") setting out (a) the reasons for not accepting the Statement and (b) the sum it will pay to the Contractor under the Agreement which shall be the sum of all other items on the Statement except for those items which London Councils does not agree.
- 2.3 Where any dispute arises between the Parties in relation to payments under this Agreement for the provision of the Services which cannot be resolved then the dispute resolution process set out in clause 21 of the Agreement shall apply
3. London Councils reserves the right to withhold payment against any invoice which is not submitted in accordance with the provisions of this Appendix 2 or which covers or purports to relate to any Service and Optional Services which have not been provided in accordance with the Agreement.
4. Payments under this Agreement will be made monthly in arrears and payable within 30 days of receipt by London Councils of the Contractor's agreed invoice
5. Within 60 Working Days at the end of the Term or any extended Term, the Contractor may submit an application in writing for payment for any Service or Optional Services it has carried out since its last application made in accordance with the terms of this Agreement up to the end of the Term including any variations ordered by London Councils in accordance with the terms of the Agreement ("Final Payment Application")

- 5.1 London Councils shall review the Final Payment Application within 10 Working Days of the date of the Final Payment Application. Once the review has taken place, London Councils shall inform the Contractor in writing how much is due to the Contractor ("Final Payment Notice"). London Councils shall pay to the Contractor the sum stated in the Final Payment Notice within 30 Working Days of the date of the Final Payment Notice.

DRAFT

APPENDIX 4 – TEMPLATE FOR IMPROVEMENT NOTICE

Reason for Issue [complaint to be specified here]

Date of Issue:

Course of Action required [Improvement Plan].

Date complaint to be rectified by

Additional comments

.....
Signed

The Contractors hereby acknowledge that they have received a copy of this Improvement Notice by countersigning the duplicate copy attached hereto.

I.....for and on behalf of the Contractors hereby acknowledge receipt of this Improvement Notice.

Signed.....

Position/Status.....

Date

APPENDIX 5 – ORDER TEMPLATE FORM FOR OPTIONAL SERVICES



NOTE: When signed this Order Form becomes a legally binding contract to deliver the services described in the contractor's tender

FROM

Contracting Authority	London Councils
Address	59½ Southwark Street, London, SE1 0AL
Invoice Address	59½ Southwark Street, London, SE1 0AL
Lead Contact	
Purchase Order Number	
Order Date	
Contract Name	Smart Cards: Electronic Data Capture, Application Data Validation, Card Management, Card Production and Customer Support
Contract Reference Number:	0035/SERV/EU/10-11

TO

SERVICE PROVIDER	
SERVICE PROVIDER'S Address	
Lead Contact for SERVICE PROVIDER	

PART 1. STATEMENT OF SERVICES

[Guidance: List service requirements to be inserted in this Part 1]

Commencement Date:

Completion Date:

PART 2. ADDITIONAL (optional)

PART 3. PERFORMANCE OF THE SERVICES AND DELIVERABLES

Key Personnel of the CONTRACTOR to be involved in the Services and Deliverables:

Sub-contractor providers are:

Key Performance Indicators are:

PART 4. PAYMENT TERMS AND PAYMENT SCHEDULE

Invoices will be monthly in arrears detailing volume, unit costs and all charges

The fees for the services are

PART 5. SIGNATURE

BY SIGNING AND RETURNING THIS ORDER FORM THE CONTRACTOR AGREES to enter a legally binding contract with London Councils to provide the Services specified in Part 1

The terms and conditions applicable to this order are the default terms and conditions of the contract

For and on behalf of the SERVICE PROVIDER:

Name	
Position	
Signature	
Date	

For and on behalf of London Councils

Name	
Position	Chief Executive
Signature	
Date	

Name	
Position	Director of Corporate Resources
Signature	
Date	

APPENDIX 6 – LIST OF TCAs

The London Borough of Barking and Dagenham
The London Borough Of Barnet
The London Borough Of Bexley
The London Borough Of Brent
The London Borough Of Bromley
The London Borough of Camden
The London Borough of Croydon
The London Borough Of Ealing
The London Borough Of Enfield
The London Borough Of Greenwich
The London Borough Of Hackney
The London Borough Of Hammersmith & Fulham
The London Borough Of Haringey
The London Borough Of Harrow
The London Borough Of Havering
The London Borough Of Hillingdon
The London Borough Of Hounslow
The London Borough Of Islington
The Royal Borough of Kensington and Chelsea
The Royal Borough Of Kingston - upon - Thames
The London Borough Of Lambeth
The London Borough Of Lewisham
The London Borough of Merton
The London Borough of Newham

The London Borough of Redbridge
The London Borough of Richmond upon Thames
The London Borough Of Southwark
The London Borough of Sutton
The London Borough of Tower Hamlets
The London Borough of Waltham Forrest
The London Borough of Wandsworth
The City of Westminster
The Mayor and Commonalty and Citizens of the City of London

APPENDIX 7 – TEMPLATE FOR EXIT AND TRANSFER PLAN

EXIT AND TRANSFER PLAN

relating to the Agreement for Procurement of Smart Cards: Electronic Data Capture, Application Data Validation, Card Management, Card Production and Customer Support for the London Concessionary Fares Scheme (Freedom Pass) 2011-2016

THIS AGREEMENT is made on the day of

BETWEEN:

- (1) **London Councils Transport and Environment Committee** whose principal office is situated at 59½ Southwark Street, London SE1 0AL ("**London Councils**")
- (2) together referred to as "**the Parties**".

BACKGROUND:

- (A) The Parties entered into an agreement titled "Agreement for the Procurement of Smart Cards, Electronic Data Capture, Application Data Validation, Card Management, Card Production and Customer Support for the London Concessionary Fares Scheme (Freedom Pass) 2011-2016" which is deemed to have come into effect on the 1st July 2011 and which is due to expire on 30th June 2016 (known as the "**Service Agreement**").
- (B) The Parties are now intending to enter into, or have entered into, an agreement to replace the Service Agreement which will come into effect on
- (C) As such, the Parties have agreed that the Service Agreement should be amended so that it shall expire before this replacement agreement comes into force.

IT IS AGREED AS FOLLOWS:

1. The Parties hereby record and authorise the amendment of the Service Agreement
2. Save as amended by this Agreement, the Service Agreement shall continue in full force and effect until, when it shall expire in accordance with its terms.
3. This Agreement is governed by, and will be construed in accordance with the laws of England and Wales and the Parties submit to the exclusive jurisdiction of the courts of England and Wales in relation to any dispute arising out of or in relation to it.

This Agreement has been authorised and entered into on the date first stated above.

EXECUTED and DELIVERED)
as a **Deed** by)
by means of these signatures)

Director

Director/Company Secretary

EXECUTED and DELIVERED)
as a **DEED**)
by **LONDON COUNCILS**)
by means of this signature)

John O'Brien
Chief Executive

.....

APPENDIX 8 – THE CORE GROUP

The Core Group shall consist of the following members

- For London Councils:
- Programme Director – Transport and Mobility
 - Chief Contracts Officer
 - Mobility Services Manager
 - Contract Management Officer (Services)
- For the Contractor:
- Project Account Director
 - Project Director
 - Technical Lead
 - Project/Contract Manager
 - Service Delivery Manager
 - Systems Resource & Planning Manager
 - Account Director (Journeycall sub-contractor to the Contractor re: contract centre requirements)

APPENDIX 9 – SCHEDULE OF INSURANCES

Employers Liability Insurance £10 million for any one occurrence or series of occurrences arising out of any one event.

Public Liability Insurance £5 million for any one occurrence or series of occurrences arising out of any one event.

Products Liability Insurance £~~2m~~ 5 million for any one occurrence or series of occurrences arising out of any one event.

Professional Indemnity Insurance £2 million for any one occurrence or series of occurrences arising out of any one event

APPENDIX 10 – FOIA EXEMPT INFORMATION

<u>Information Class</u>	<u>Exemption (section of the Act)</u>	<u>Detailed Reasons for Application of Exemption</u>	<u>No. of years Exemption to Last</u>

APPENDIX 11 – LONDON COUNCIL’S EQUAL OPPORTUNITIES POLICY

Equal Opportunities Policy

April 2010

Policy Agreed	
Joint Consultative Committee	19 April 2010
Corporate Management Board	22 April 2010

Purpose of policy

To ensure that equality and diversity issues are positively and fully incorporated in all aspects of London Councils work. To ensure that all employees demonstrate respect and fairness to their colleagues, the public with whom they come into contact, and the people of London for whose benefit they work. To ensure that the organisation is able to recruit and retain the best staff and celebrate the benefits of diversity on an individual and group level.

Guiding Principles

London Councils expects all employees to positively promote the letter and spirit of this policy in all aspects of their work and their dealings with people, both internally and externally. It is expected that these principles will be integral to all London Councils work from inception to implementation.

Content of policy/procedure

London Councils has made the following statement about its vision for the future:

London Councils is committed to fighting for more resources for London and getting the best possible deal for London's 33 councils. We develop policy, lobby government and others, and run a range of services designed to make life better for Londoners.

In order to translate this vision into reality, London Councils equal opportunities policy ensures that equality and diversity issues are positively and fully incorporated in all aspects of its work. One of its key objectives is to be open and accountable, with a commitment to equality of opportunity in all that it does, and to reflect the cultural and ethnic diversity of London.

Policy Statement

London Councils will continually strive to challenge direct and indirect discrimination in its organisation, personnel practices and provision of services.

This equal opportunities policy recognises that London is a diverse community, and values each person regardless of race, gender, disability, sexuality, religion and belief, marital status, social background or age.

London Councils aims to:

- ensure fair and equal recruitment to its jobs
- ensure fair and equal treatment of its employees and customers
- develop a culture and working environment free from discrimination and harassment
- act promptly on any complaints of discrimination and harassment
- provide a safe, secure and accessible working environment which values and respects individual's identities and cultures
- have a workforce that reflects the diversity of London's population
- encourage and help all staff to reach their full potential
- monitor and review all policies and procedures from an equalities perspective.

These principles will guide and inform the development of all other employment policies, and the provision of London Councils services and work programmes.

Implementation

A commitment to Equal Opportunities underlies the structure of London Councils and the provision of its services. Corporate Management Board will play a key role in ensuring that the policy is complied with within the organisation and in its links with outside agencies and constituent authorities.

Corporate Management Board will review and monitor practices within their spheres of responsibility. It is however the responsibility of all staff to carry out their duties in accordance with the Equal Opportunities Policy at all times.

Human Resources will specifically ensure that the operation of policies and procedures in practice are monitored and reviewed in the light of any concerns about potential discriminatory impact.