

DATED _____ 20[]

GREATER LONDON AUTHORITY (1)

and

[DELIVERY PARTNER] (2)

**THE LONDON DEVELOPMENT PANEL
FRAMEWORK**

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THIS AGREEMENT IS MADE AS A DEED AND IS DELIVERED ON

BETWEEN

- (1) **GREATER LONDON AUTHORITY** having its principal place of business at City Hall, The Queens Walk, City of London, SE1 2AA (the "**Authority**"); and
- (2) **[DELIVERY PARTNER]** [of] [(Company Number [●])] [whose registered office is at] [●] (the "**Delivery Partner**")

INTRODUCTION

- A The Authority wishes to establish a Panel of delivery partners for the Delivery Period.
- B The Delivery Partner has tendered for the Panel.
- C Pursuant to that process, the Authority wishes to appoint the Delivery Partner onto the Panel on the terms and conditions set out in this Deed, which the Delivery Partner hereby accepts.
- D The Authority may from time to time entirely at its discretion call upon the delivery partners on the Panel to provide the Works. If the Authority wishes to instruct the Delivery Partner for an individual Project in accordance with this Deed, the Delivery Partner and the Authority shall enter into a Project Agreement for that individual Project.
- E The Delivery Partner accepts and acknowledges that Other Bodies may wish to draw down Works from the Panel.

THE PARTIES agree as follows:

1. DEFINITIONS and INTERPRETATION

- 1.1 In this Deed the following words and expressions have the following meanings unless the context otherwise requires:
 - (a) "Access Agreement" means the written form of agreement entered into by the Other Body with the Authority by which the Authority allows them access to draw down from the Panel in accordance with this Deed in such form as the Authority shall require from time to time;
 - (b) "Authority Building Lease" means the form of building lease Project Agreement set out in Schedule 4 (Template Project Agreements)
 - (c) "Authority Property" means all property of the Authority including without limitation, all Records, keys, security passes, credit cards, equipment, documents, papers, magnetic discs, tapes or other

software storage media, film, videos and photographs which belong to the Authority or relate to its business or affairs issued to or otherwise in the Deliver Partner's custody;

- (d) "Business Day" means any day which is not a Saturday, a Sunday or a public holiday in the place at or to which the notice is left or sent;
- (e) "Cessation Plan" means a plan agreed between the Parties or determined by the Authority pursuant to Clause 36 to give effect to a Declaration of Ineffectiveness;
- (f) "Confidential Information" means all commercial or strategic planning, intentions, modus operandi, finances, proposals, projects, plans and specifications, confidential designs, drawings, data, specifications, manufacturing processes, testing procedures and all other technical, business and similar information relating to the Delivery Partner's or the Authority's business and affairs, its customers, employees and suppliers or otherwise relating to (or which are created in the course of) the Works including all readable data, logic, logic designs, flowcharts, source or object codes, listings, test data, test routines, diagnostic programs, software programs or other material including, but not limited to the Delivery Partner's confidential information listed from time to time in Schedule 10 (Exempted Information) to this Deed;
- (g) "Contract Information" (i) the Deed in its entirety (including from time to time agreed changes to the Deed) and (ii) data extracted from the invoices submitted for Works under Project Agreements which shall consist of the Development Partner's name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount;
- (h) "Declaration of Ineffectiveness" means a declaration of ineffectiveness in relation to this Deed made by a Court of competent jurisdiction pursuant to Regulation 47J of the Public Contracts Regulations 2006 or Regulation 45J of the Utilities Contracts Regulations 2006;
- (i) "Deed" means the terms and conditions of this deed and the Schedules annexed and or referred to in it, and includes the Introduction;
- (j) "Delivery Partner Personnel" means all employees, agents, Delivery Partners and contractors of the Delivery Partner and/or of any Sub-contractors;
- (k) "Delivery Period" means the period set out in Schedule 1, or such other period as ends on the date of termination of this Deed;
- (l) "Deputy Designated Person" means the relevant person named in Schedule 13 or such other person appointed in that capacity in accordance with Clause 7;

- (m) "Designated Person" means the relevant person named in Schedule 13 or such other person appointed in that capacity in accordance with Clause 7;
- (n) "Development Agreement" means the form of development agreement Project Agreement set out in Schedule 4 (Template Project Agreements);
- (o) "documents" means all documents, plans, drawings, reports, programs, specifications, bills of quantities, calculations and other similar documents or any other form of record brought into being or received by the Delivery Partner (or on its behalf);
- (p) "DPA" means the Data Protection Act 1998;
- (q) "EIR" means the Environmental Information Regulations 2004, and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;
- (r) "EIR Exception" means any applicable exemption to EIR;
- (s) "Exempted Information" means any Information that is designated as falling or potentially falling within the FOIA Exemptions or the EIR Exceptions.
- (t) "FOI Legislation" means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them; and any guidance issued by the Information Commissioner, the Ministry of Justice or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;
- (u) "Holding Company" any company which from time to time directly or indirectly controls the Service Provider where "control" is as defined by section 840 of the Income and Corporation Taxes Act 1988;
- (v) "Information" means in relation to:
 - (i) FOIA, information recorded in any form held by the Authority or Development Partner on behalf of the Authority; or
 - (ii) EIR, has the meaning given under the definition of "environmental information" in section 2 of EIR and which is held by the Authority at the time of receipt of an RFI;
- (w) "Information Request" means a request for any Information under the FOI Legislation;

- (x) "Instruction Procedure" means the procedure outlined in Schedule 5 or such other procedure from time to time prescribed by the Authority and notified to the Delivery Partner;
- (y) "Intellectual Property Rights" shall include without limitation all rights to, and any interests in, any patents, designs, trade marks, copyright, know-how, trade secrets and any other proprietary rights or forms of intellectual property (protectable by registration or not) in respect of any technology, concept, idea, data, program or other software (including source and object codes), specification, plan, drawing, schedule, minutes, correspondence, scheme, formula, programme, design, system, process logo, mark, style, or other matter or thing, existing or conceived, used, developed or produced by any person;
- (z) "JCT Design and Build Contract" means the form of design and build Project Agreement set out in Schedule 4 (Template Project Agreements);
- (aa) "law" means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;
- (bb) "legislation" includes a statute (be it public, local, personal, or private), Orders in Council, orders, rules, regulations, schemes, warrants, bylaws, directives, or codes of practice, Act of Parliament, statutory provision, any legislation of the European Union or its organs or any other like document;
- (cc) "Loss or Damage" means any damage or destruction caused to property of, or otherwise suffered by, the Authority (including any loss of profits or loss of use resulting from such damage or destruction) and any other loss, direct or indirect, charge, cost, expense, liability or increased liability howsoever arising suffered or incurred by the Authority;
- (dd) "month" means calendar month;
- (ee) "Nominated Officer" means the official of the Authority or other person employed in such capacity, from time to time appointed by the Authority to act on its behalf;
- (ff) "Other Bodies" or "Other Body" means any organisation or organisations (as appropriate) who may wish to draw down Works from the Panel who have entered into the Access Agreement as listed in Schedule 14 to this Deed;
- (gg) "Panel" means the panel of delivery partners established by the Authority for the Region;

- (hh) "Panel Member" or " Panel Members" means a member or members (as appropriate) of the Panel;
- (ii) "Party" means the Authority or the Delivery Partner and "Parties" shall be construed accordingly;
- (jj) "Personal Data" means personal data as defined in the DPA;
- (kk) "Process/Processed/Processing" has the meaning ascribed to the term in Section 1, Part 1 of the DPA;
- (ll) "Programme" means a programme or timetable or extended programme or timetable, if any, prepared by the Authority and agreed by the parties to this Deed which regulates or specifies the period or periods for the provision of the Works or any part of them, for the performance of any activities ancillary to the provision of the Works or for the preparation and submission of reports in connection with the provision of the Works;
- (mm)"Project" means each separate project/development being or intended to be undertaken by the Authority (if any) and details of which will be set out in the Project Agreement;
- (nn) "Project Agreement" means any agreement in writing between the Authority and the Delivery Partner in relation to a Project entered into in accordance with Schedule 5;
- (oo) "Project Specific Invitation to Tender" means the invitation to tender in relation to each specific Project in accordance with Schedule 6;
- (pp) "Project Specific Prequalification Statement" means a statement providing information on the criteria as set out in Schedule 6 or such other criteria as the Authority shall prescribe from time to time and notified to the Delivery Partner;
- (qq) "Project Specific Tender" means the tender produced by a Panel Member in relation to each specific Project in accordance with Schedule 6;
- (rr) "Project Tendering Procedure" means the tendering procedure required by the Authority from time to time for individual projects. The tendering procedure is that outlined in Schedule 6 or such other procedure from time to time prescribed by the Authority and notified to the Delivery Partner;
- (ss) "Records" means all deeds, records, plans, drawings, specifications, reports, calculations and technical documentation together with related correspondence, files, electronically stored data and other papers relating to the Authority and its activities;

- (tt) "Region" means the area or areas set out in Schedule 1 and Appendix 1A or as otherwise notified to the Delivery Partner by the Authority;
- (uu) "Regulatory Bodies" means those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Deed or any other affairs of the Authority and "Regulatory Body" shall be construed accordingly;
- (vv) "Request for Information/RFI" shall have the meaning set out in FOIA or any request for information under EIR which may relate to the Project/Site, this Deed, or any activities or business of the Authority;
- (ww) "Works" means the works and/or services (or any part thereof) set out in Schedule 2 together with such works and/or services as are ancillary to them, as they apply to each Project. Where the context so permits, Works shall also include any extended or varied works and/or services or any other works and/or services requested by the Authority in accordance with this Deed;
- (xx) "Site" means the site or sites the subject of a Project, and any part thereof;
- (yy) "Transparency Commitment" means the transparency commitment stipulated by the UK government in May 2010 (including any subsequent legislation) in accordance with which the Authority is committed to publishing its contracts, tender documents and data from invoices received;
- (zz) "VAT" means the tax levied under the Value Added Tax Act 1994, and any reference to VAT shall include any tax of a similar nature substituted for or in addition to it and shall include any directives and regulations adopted by the Council of the European Communities which relate to value added tax.

1.2 In this Deed:

- (a) Words importing the singular only shall also include the plural and vice versa and words importing a gender include every gender;
- (b) References to Recitals, Clauses and Schedules are, unless otherwise stated, references to recitals to, Clauses of and Schedules to this Deed;
- (c) A reference to legislation includes that legislation as from time to time amended, modified, substituted or re-enacted;

- (d) Each Project Agreement shall be read and construed as a separate and independent contract, subject to the terms of this Deed;
- (e) Headings and subheadings are for ease of reference only and shall not affect the interpretation or construction of this Deed;
- (f) The expressions "Authority" and "Delivery Partner" shall include their respective successors and permitted assigns and any person to whom the Authority shall novate this Deed;
- (g) Any reference in this Deed to the Delivery Partner's negligence or breach of contract, default or omission in relation to the Delivery Partner's contractual duties shall be construed as including a reference to a breach of contract, default or omission in relation to the Delivery Partner's contractual duties or the negligence of anyone for whom the Delivery Partner is vicariously liable or anyone for whom the Delivery Partner is responsible or anyone engaged by the Delivery Partner to assist in the provision of the Works whether the Delivery Partner is vicariously liable or not;
- (h) Nothing in this Deed shall give rise to a partnership between the Authority and the Delivery Partner;
- (i) In the event of a conflict or ambiguity between:
 - (i) Clause 1 to 34.1 of this Deed and the Schedules, the Clauses of this Deed shall prevail;
 - (ii) the Schedules, then the order of precedence shall be in the order the Schedules appear in this Deed;
 - (iii) this Deed and any Project Agreement, the Project Agreement shall prevail;
- (j) In this Deed, any reference to the Deed shall also include, where appropriate, any Project Agreement;
- (k) Any reference to a "person" shall as the context may require be construed as a reference to any individual, a natural person, partnership (including a limited liability partnership), firm, company, body corporate, corporation, association, trust, state or an agency of a state, government or government department or agency, municipal or local or regional authority, public authority, and any other entity whether incorporated or not and whether or not having a separate legal personality;
- (l) A reference to a person doing something knowingly include references to him doing it in the circumstances where he ought reasonably to know;

- (m) A document (including this Deed, a Schedule, a document referred to in a Schedule or the Project Agreement) is a reference to that document as supplemented, amended or varied from time to time;
- (n) Reference to the word “include”, “includes” “including” or in particular are to be construed without limitations.

2. APPOINTMENT

2.1 This Deed commences on [1 April 2013] and continues in force for the Delivery Period. It is intended that, subject to Clauses 2.3 and 2.4 the Authority and the Delivery Partner will from time to time enter into Project Agreements for the provision of the Works in accordance and subject to the provisions of this Deed. It is a requirement for participation on the Panel and any mini-competition, that the Development Partner continues to comply in all material respects with the criteria for selection to tender and for appointment to the panel which was set out in the pre qualification questionnaire issued with the contract notice published in the Official Journal of the Economic Union under reference 2012/S 69-113942.

2.2 Each Project Agreement shall:

- (a) be in substantially in the form set out in Schedule 4 (Template Project Agreements) with such amendments as may be required by the Authority as determined through the Project Tendering Procedure;
- (b) constitute a contractual arrangement between the parties to the Project Agreement that is separate from and independent of this Deed.

2.3 Nothing in this Deed shall operate as to create or imply:

- (a) any restriction or prohibition that might prevent the Authority from dealing with the Delivery Partner's competitors or other third parties who supply works or services which are similar to or compete with the Works or any of them;
- (b) any commitment of the part of the Authority to appoint the Delivery Partner as its supplier, to purchase Works exclusively from the Delivery Partner or to purchase a committed or guaranteed level of Works from the Delivery Partner;
- (c) any obligation to award a Project Agreement following a Project Tendering Procedure;

accordingly the Authority is free to purchase Works or services which the Delivery Partner is capable of supplying from a third party of its choice.

2.4 The Delivery Partner acknowledges and accepts that the Authority may appoint more than one delivery partner in respect of the Works and the

Authority gives no guarantee or warranty as to the amount of work, if any, and the consequent income, if any, which the Delivery Partner may expect under this Deed. The Delivery Partner shall have no claim at law or otherwise against the Authority if the Authority elects not to instruct the Delivery Partner to carry out any of the Works, or if the Authority appoints any other person to undertake work and/or services or services that the Delivery Partner may be qualified to perform.

2.5 The Delivery Partner shall act at all times in good faith, in the best interests of the Authority and in accordance with the reasonable instructions of the Authority in connection with the provision of the Works and this Deed.

2.6 The Delivery Partner shall at all times exercise due care and propriety when dealing with third parties in connection with this Deed and any Project Agreement.

Other Bodies

2.7 The Delivery Partner acknowledges and accepts that Other Bodies may wish to draw down services from the Authority's delivery partners under the Panel. In such case, the relevant Other Body shall be responsible for instructing and managing the Delivery Partner in accordance with this Deed and the Authority shall (subject to Clause 13.3) have no responsibility or liability for such a relationship or otherwise.

2.8 The Delivery Partner shall only enter into arrangements under this Deed and the Panel with Other Bodies where it has been notified in writing by the Authority that the Other Body has entered into an Access Agreement with the Authority.

2.9 The Authority may at any time suspend any Other Body from entering into further Project Tendering Procedures and/or Project Agreements under this Deed and the Panel. The Authority will notify the Delivery Partner in writing of such suspension and any Project Tendering Procedure and/or Project Agreement made with the Other Body after the date of notification will not be made pursuant to the terms of this Panel or this Deed and it will be the responsibility of the Other Body and the Delivery Partner to agree the terms of contract between them and the compliance with any procurement laws or regulations.

2.10 Where an Other Body has entered into an Access Agreement which has been notified to the Delivery Partner then the Delivery Partner shall perform and adhere to the provisions of this Deed in relation to that Other Body as if the Other Body had been named in place of the Authority under this Deed and as if all references to the Authority were a reference to that Other Body for and in connection with the purpose of Clause 3 (Call- Off Procedure) and any further provisions necessary to give effect to the purpose of that Clause.

3. CALL-OFF PROCEDURE

3.1 The Authority will select a Delivery Partner for an individual project in accordance with the Project Tendering Procedure. The Delivery Partner will provide the Authority with such information and/or documentation as the Authority requests, from time to time, as part of the Project Tendering Procedure.

3.2 Following the Project Tendering Procedure, if the Authority is considering instructing the Delivery Partner in relation to a particular project, the Authority and the Delivery Partner will follow the Instruction Procedure.

4. OBLIGATION TO CONSULT WITH THE AUTHORITY ETC

4.1 The Delivery Partner shall at all times consult fully with the Authority and keep the Authority properly informed of all matters arising in relation to the Works. In addition, as and when requested by the Authority to do so, the Delivery Partner shall liaise with, and provide all such information, documentation and assistance as the Authority may reasonably require and which is within the Delivery Partner's possession or control to any other person notified to the Delivery Partner by the Authority.

5. MEETINGS, INSPECTION AND DOCUMENTS

5.1 The Delivery Partner shall attend such site, design, progress, briefing and other meetings to which it receives reasonable notice.

5.2 During the Delivery Period, the Authority (and anyone authorised by the Authority) shall, upon giving reasonable notice to the Delivery Partner, be entitled to inspect and examine any of the work and/or services being performed as part of the provision of the Works at any reasonable time at the Delivery Partner's premises, the Authority's premises or at such other location as the Authority reasonably requires. The Delivery Partner shall make available all facilities as the Authority may reasonably require in connection with such inspection and examination.

5.3 During the Delivery Period and for a period of 6 years after the date of expiry of the Delivery Period, completion of the Works or termination of this Deed (whichever is the later), if requested by the Authority, the Delivery Partner shall at its own cost retain at premises approved by the Authority such accounts, documents (including working documents) and records as the Authority or the Nominated Officer may request.

6. NOMINATED OFFICER

6.1 The Delivery Partner shall in the first instance direct all communications with the Authority to the Nominated Officer who shall have full authority to act on behalf of the Authority for all purposes in connection with this Deed unless otherwise notified to the Delivery Partner by the Authority in writing.

7. DESIGNATED PERSON

7.1 The Designated Person and Deputy Designated Person shall direct, control and manage the overall provision of the Works by the Delivery Partner.

- 7.2 The Designated Person (and if they shall be unavailable, the Deputy Designated Person) shall receive and act on any instructions or directions given by the Authority and shall be responsible for maintaining direct and regular contact with the Authority.
- 7.3 The Delivery Partner shall not replace the Designated Person and/or the Deputy Designated Person without prior consultation with and written consent from the Authority.
- 7.4 The Authority may at any time request the removal and replacement of the Designated Person and/or the Deputy Designated Person in which event the Delivery Partner shall remove the Designated Person and/or the Deputy Designated Person (as the case may be) and nominate a replacement for the Authority's approval in accordance with Clause 7.1.
- 7.5 The Designated Person and the Deputy Designated Person shall each have full authority to act on behalf of the Delivery Partner for all purposes in connection with this Deed and the Authority shall be entitled to rely on such authority for all purposes.
- 7.6 The Delivery Partner shall nominate only competent and suitably qualified personnel to act on its behalf in the performance of the Works.

8. **PERSONNEL: GENERAL MATTERS**

- 8.1 The Delivery Partner shall be responsible for ensuring that all staff who are or may at any time undertake work and/or services in relation to this Deed have the appropriate qualifications and/or experience and are properly supervised.
- 8.2 The Delivery Partner will:
- (a) maintain a documented equal opportunities policy and the Delivery Partner will promptly supply a copy of that policy to the Authority on request;
 - (b) not treat one group of people less favourably than others because of their colour, race, nationality, ethnic origin, gender, sexual orientation, disability, age or religion in relation to decisions to recruit, train or promote staff. Also, the Delivery Partner will take all reasonable steps to ensure that all agents and subcontractors that the Delivery Partner engages in the performance of this Deed do not unlawfully discriminate and comply with provisions equivalent to those set out in this Clause 8.2.
- 8.3 The Authority shall have the right, after discussion with the Designated Person, to require the removal of any person engaged in the performance of the Works if, in the opinion of the Authority, that person's conduct or performance is or has been unsatisfactory. The Delivery Partner will replace

such person promptly with a person who shall previously have been approved in writing by the Authority.

- 8.4 The Delivery Partner shall ensure that its employees and anyone for whom it is vicariously liable or otherwise engages comply with any fire, safety and security guidelines and/or other instructions issued by the Authority or its representatives.

9. **PANEL MANAGEMENT, STRATEGIC BUSINESS OBJECTIVES & MODEL FOR DELIVERY AND OUTPUTS & KEY PERFORMANCE INDICATORS**

- 9.1 The Delivery Partner shall comply with the provisions of Schedule 11.

10. **INSURANCE**

- 10.1 The Delivery Partner shall take out and maintain policies of insurance as are set out in Schedule 3 and shall otherwise comply with the provisions of Schedule 3. The policies of insurance set out in Schedule 3 are a minimum level only and maybe subject to higher level or additional insurance provisions requested within each individual Project Agreement.

- 10.2 For the avoidance of doubt, it is agreed that nothing in this Clause 10 or Schedule 3 shall relieve the Delivery Partner from any of his obligations and liabilities under this Deed.

11. **GUARANTEE**

- 11.1 As a condition precedent to the award of any Project Agreement, the Delivery Partner shall (to the extent that it has not already done so) provide at its expense:

- (a) a parent company guarantee (from such Holding Company as the Authority may require unless otherwise agreed with the Authority) and, if requested by the Authority, a legal opinion as to its enforceability; and/or
- (b) a performance bond, together with a legal opinion as to its enforceability,

each of which at the time of this Deed is in the form attached as Attachment 5.

- 11.2 The Authority shall not be obliged to make any payment to the Delivery Partner under the Project Agreement unless and until the parent company guarantee and/or performance bond (as the case may be) (and legal opinion if applicable) have been provided in a form satisfactory to the Authority.

- 11.3 The Delivery Partner shall be regarded as being in material breach of the Project Agreement which is incapable of remedy in the event that any parent company guarantee and/or performance bond (as the case may be) is or becomes invalid or otherwise unenforceable.

- 11.4 Where the Delivery Partner has provided the Authority with a performance bond and thereafter any variation is made to the works or services to be provided under the Project Agreement, the Authority may in its discretion require the Delivery Partner to provide at its expense a replacement performance bond for a greater sum where such variation either alone or when aggregated with any other variations has resulted in a material increase to the value of the Project Agreement to the Authority.
- 11.5 The Delivery Partner shall give notice to the Authority within 10 Business Days where there is any change in the ownership of the guarantor of the parent company guarantee where such change relates to 50% or more of the issued share capital of the guarantor. The Authority shall have the right to terminate the Project Agreement within sixty (60) calendar days of receipt of the required notice from the Delivery Partner, or in the event that the Delivery Partner fails to give the required notice, within sixty (60) calendar days of the Authority becoming aware of such event, unless the Delivery Partner has within such period provided a parent company guarantee or other appropriate security from a replacement guarantor acceptable to the Authority on terms identical to the parent company guarantee.

12. **LOSS OR DAMAGE**

- 12.1 If in connection with the provision of Works and/or the Delivery Partner's appointment under this Deed (and/or any Project Agreement), any Loss or Damage arises or the Delivery Partner becomes aware that any Loss or Damage has arisen, or is likely to arise, as a result of the negligence, breach of statutory or contractual duty, omission or default of or by the Delivery Partner, the Delivery Partner shall as soon as is reasonably practicable notify the Authority of the actual or likely Loss or Damage and, unless the Authority otherwise directs, use all reasonable endeavours at its own expense to prevent, limit and (to the extent it is able) make good such Loss or Damage. For the avoidance of doubt, the Delivery Partner shall not be paid for any work and/or services undertaken by it or on its behalf in making good such Loss or Damage.
- 12.2 If the Delivery Partner is unable to make good any Loss or Damage in accordance with Clause 12.1 to the reasonable satisfaction of the Authority, who shall have absolute discretion, the Delivery Partner shall indemnify and keep indemnified the Authority from and against all Loss or Damage it may suffer, or incur, including remedying the same.
- 12.3 The Authority shall as soon as reasonable notify the Delivery Partner of any claim made or threatened, or proceedings brought, against it in respect of any Loss or Damage for which the Delivery Partner may be liable under this Clause 12.

13. **INDEMNITY AND EXCLUSION OF LIABILITY**

- 13.1 The Delivery Partner shall indemnify and hold harmless the Authority against any liability which the Authority may incur to any person whatsoever and against any claims, demands, costs and/or expenses sustained, incurred or

payable by the Authority to the extent that the same arises by reason of any breach of this Deed (or a Project Agreement) or any tortious act or omission on the Delivery Partner's part (and/or any third party to whom the Delivery Partner has subcontracted the performance of the Delivery Partner's obligations or part thereof) in the performance of the Delivery Partner's obligations under and in connection with this Deed (and any Project Agreement).

13.2 Subject to Clause 13.3 the Authority shall not be liable to the Development Partner or Other Body in respect of:

- (a) any breach of this Deed;
- (b) any failure, act or omission by the Authority in relation to this Deed or the Project Tendering Procedure;
- (c) any representation, statement or tortuous act or omission, negligence, arising under or in connection with this Deed;
- (d) loss of profits;
- (e) loss of business;
- (f) depletion of goodwill or similar losses;
- (g) loss of anticipated savings;
- (h) loss of contract;
- (i) misrepresentation.

13.3 Nothing in this Deed limits or excludes the liability of the Authority:

- (a) for death or personal injury resulting from its negligence;
- (b) for any damage or liability incurred as a result of fraud or fraudulent misrepresentation by the Authority.

14. **JOINT AND SEVERAL LIABILITY**

14.1 Where the Delivery Partner is a joint venture consisting of two or more persons who have each entered into this Deed with the Authority each such person is jointly and severally liable to the Authority in respect of any act, omission or default arising under this Deed (and/or any Project Agreement) by any person to that joint venture and, for the avoidance of doubt, any reference to the "Delivery Partner", "parties" or "party" (when applicable to the Delivery Partner) shall refer to the parties forming the joint venture both jointly and severally and any breach of this Deed (and/or any Project Agreement) by any one of such parties shall entitle the Authority to exercise any right, remedy or power (whether under this Deed (any Project Agreement) and/or under applicable law) against any or all parties forming the "Delivery Partner".

15. **VESTING OF MATERIAL, COPYRIGHT AND PUBLICATION OF RESULTS**

15.1 All legal and equitable interest in any physical documents and the media upon which the same is recorded and all Intellectual Property Rights therein created by the Delivery Partner or its employees, sub-contractors and sub-Delivery Partners in performance of this Deed shall vest in the Authority; save that the Delivery Partner may retain a file copy of such records or data as may be required by the Delivery Partner as evidence or otherwise in connection with any legal or regulatory requirements or recommendations by its professional body or insurers.

15.2 In the event of information, data, designs, concepts, drawings, plans, inventions, sketches, specifications, concepts or records being recorded or maintained on any electronic or magnetic, optical or other machine readable medium, including but not limited to the hard disc drives of computing systems, the Delivery Partner shall upon demand deliver up all such machine readable medium together with any copies thereof. If the same shall form a fixed and irremovable part of a larger system, the Delivery Partner shall provide the Authority with a copy of all data and material so recorded and shall, upon written request to do so, delete and remove all records and data so held by the Delivery Partner and forthwith provide the Authority with written confirmation of completion of such deletion and removal.

15.3 By way of confirmation and perfection of legal title, the Delivery Partner agrees to assign, or procure the assignment, to the Authority for the sum of £1 all Intellectual Property Rights created or developed pursuant to this Deed including any created or developed by sub-contractors or sub-Delivery Partners commissioned to carry out the Works or any part thereof, and shall take such steps and provide such assistance as the Authority may reasonably require in defence or protection of the Intellectual Property Rights.

15.4 Except where it is necessary in connection with the proper provision of the Works by the Delivery Partner, the Delivery Partner shall not, without the written consent of the Authority, reproduce any material mentioned in Clause 15.1 or do any other act in respect of such material which is restricted by the Authority's Intellectual Property Rights therein.

15.5 The Delivery Partner shall indemnify the Authority in respect of any Loss or Damage the Authority may incur in the event that any Intellectual Property Rights assigned by this Clause 15 are found to be invalid or impaired in any way or in the event of any claim by any third party that the exercise of the rights assigned by this Clause 15 infringes the rights of such third party.

16. **ASSIGNMENT**

16.1 The Authority shall be fully entitled to assign or transfer all or any of its rights under this Deed at any time without the consent of the Delivery Partner.

16.2 The Delivery Partner shall not assign, or transfer any right or obligation under this Deed.

17. SUB-CONTRACTORS AND SPECIALIST ADVICE

17.1 Save as provided in any Project Agreement, the Delivery Partner shall not, without the prior written consent of the Nominated Officer (or such other person identified in any Project Agreement), sub-contract, whether in whole or in part, to any person its obligation to provide the Works (including any obligation to provide design, consulting or like services) to the Authority or otherwise delegate any of its obligations. However, if in relation to a specific Project, the Authority's consent is not required in certain circumstances, this will be set out in the Project Agreement.

17.2 Any sub-contracts entered into, subject to Clause 17.1, must be in writing and in a form prescribed by or otherwise approved in advance by the Authority or as provided in any Project Agreement. The Delivery Partner shall ensure that any Intellectual Property Rights designed, created, developed or made by any sub-contractor shall vest in and belong to the Authority and that the Delivery Partner's obligations under this Deed and/or any Project Agreement are appropriately reflected in any such sub-contracts.

17.3 The Delivery Partner will not obtain Counsel's or other legal opinion or otherwise engage the services of Counsel or other legal specialists on behalf of the Authority without the prior written authority of the person appointed from time to time as the Head of the Legal Works Department of the Authority and the Nominated Officer.

17.4 In relation to any sub-contracting pursuant to Clause 17.1:

- (a) the Delivery Partner shall be responsible to the Authority in law or otherwise for all such sub-contracted work and/or services and such sub-contracting shall not modify, diminish, reduce or in any other way affect the liability and/or obligations of the Delivery Partner under this Deed and/or any Project Agreement and/or at law or otherwise;
- (b) the Delivery Partner's remuneration shall not be increased by any amounts payable by the Delivery Partner to its sub-contractors; and
- (c) the Delivery Partner shall be liable to the Authority for the tortious acts and omissions of the person performing any sub-contracted work and/or services.

18. COLLATERAL WARRANTIES

18.1 At the request of the Authority from time to time, whether before or after the completion of the Works, the Delivery Partner shall in connection with any Project Agreement, execute as deeds and deliver to the Authority within

seven days of any such request (or any other time period provided in the Project Agreement):

- (a) one or more deeds of warranty in the form set out in Schedule 7 with such amendments as the Authority may reasonably require (but which do not prejudice the Delivery Partner and are of a formal or technical nature) in favour of a party or parties:
 - (i) providing or intending to provide finance for a Project or a part thereof;
 - (ii) taking or intending to take a lease or underlease of the premises comprising a Project or a part thereof and/or any person providing or intending to provide finance to any such lessee or under lessee;
 - (iii) purchasing or intending to purchase the Site and/or the premises comprising a Project or a part thereof and/or any person providing or intending to provide finance to any such purchaser;
 - (iv) with an interest in the Project and/or the Site or a part thereof;
- (b) in the event the Authority or its successor assigns or novates this Deed (or a Project Agreement) a deed of warranty in the form set out in Schedule 7 with such amendments as the Authority may reasonably require (but which do not prejudice the Delivery Partner and are of a formal or technical nature) in favour of the Authority.

18.2 At the request of the Authority from time to time, whether before or after the completion of the Works, the Delivery Partner shall in connection with any Project Agreement, procure that any person performing any sub-contracted work and/or services pursuant to Clause 17 shall execute as deeds and deliver to the Authority within 7 days of any such request (or any other time period provided in the Project Agreement) any or all of the following:

- (a) one or more deeds of warranty in the form set out in Schedule 7 with such amendments as the Authority may reasonably require (but which do not prejudice the Delivery Partner and are of a formal or technical nature) in favour of a party or parties:
 - (i) providing or intending to provide finance for a Project or a part thereof;
 - (ii) taking or intending to take a lease or underlease of the premises comprising a Project or a part thereof and/or any person providing or intending to provide finance to any such lessee or under lessee;

- (iii) purchasing or intending to purchase the Site and/or the premises comprising a Project or a part thereof and/or any person providing or intending to provide finance to any such purchaser;
 - (iv) with an interest in the Project and/or the Site or a part thereof;
- (b) a deed of warranty in the form set out in Schedule 7 with such amendments as the Authority may reasonably require (but which do not prejudice the Delivery Partner and are of a formal or technical nature) in favour of the Authority.

19. **NOVATION**

- 19.1 At the request of the Authority from time to time, whether before or after the completion of the Works, the Delivery Partner shall execute as deeds and deliver to the Authority within seven days of any such request a deed of novation in the form set out in Schedule 8 in relation to this Deed (or a particular Project Agreement) with such amendments as the Authority may reasonably require in favour of a third party.
- 19.2 The Delivery Partner shall not novate or transfer any right or obligation under this Deed without the consent of the Authority.

20. **TERMINATION AND SUSPENSION**

- 20.1 In addition to the Authority's rights set out in this Clause 20, the Authority may suspend the Delivery Partner (for such period as the Authority deems reasonable) where the Authority has grounds to investigate any fraudulent activity. If the fraudulent activity is confirmed, the Authority will have the right to remove the Delivery Partner from the Panel and/or terminate this Deed. The Authority will also have the right to investigate suspected cases of fraud within the Panel if instructed to do so by Other Bodies using the Panel.
- 20.2 Without prejudice to any other right it may have to terminate this Deed (and/or any Project Agreement), the Authority may at any time, and without giving reasons, serve written notice on the Delivery Partner of its intention to terminate this Deed and this Deed shall be terminated with immediate effect upon service of such notice.
- 20.3 Where this Deed is terminated, any Project Agreement shall continue in full force and effect unless the Project Agreement is also terminated in accordance with the terms of the Project Agreement.

21. **CONSEQUENCES OF TERMINATION**

- 21.1 Save as expressly set out in this Deed, the Delivery Partner shall not be entitled to any compensation or loss, expense, loss of profit or damages whatsoever for suspension, postponement or cancellation of the Works or termination of this Deed.

21.2 The provisions of this Deed shall continue to bind each party insofar as and for as long as may be necessary to give effect to their respective rights and obligations hereunder.

22. **REMUNERATION**

22.1 The Authority shall make no payments to the Delivery Partner under this Deed.

22.2 The Authority shall only make payments (if any) due to the Delivery Partner in accordance with, pursuant to and under the Project Agreement.

23. **CONFLICTS OF INTEREST**

23.1 In relation to each Project Agreement, the Delivery Partner will take all reasonable steps to identify whether or not a conflict of interest arises or is likely to arise between the Delivery Partner, the Authority and a third party or parties in relation to such Project Agreement. If a conflict does or may arise, the Delivery Partner must forthwith notify the Authority of such potential or actual conflict and propose a means by which the conflict can be avoided or minimised.

23.2 If a potential or actual conflict is not resolved to the satisfaction of the Authority, the Delivery Partner shall, if so directed by the Authority, cease to provide the Works in relation to which it has been instructed.

23.3 In the event that the Delivery Partner does cease to provide Works pursuant to this Clause 23, the Delivery Partner shall be liable for the additional cost to the Authority (if any) of having to engage an alternative delivery partner.

24. **DUTY OF CONFIDENTIALITY**

24.1 Each Party recognises that under this Deed it may receive Confidential Information belonging to the other.

24.2 Each Party agrees to treat all Confidential Information belonging to the other as confidential and not to disclose such Confidential Information or any other confidential information relating to the Authority or the Works arising or coming to its attention in the course of providing the Works to the Authority to any third party without the prior written consent of the other Party and agrees not to use such Confidential Information for any purpose other than that for which it is supplied under this Deed.

24.3 The obligations of confidence referred to in Clause 24.2 shall not apply to any Confidential Information which:

- (a) is in, or which comes into, the public domain otherwise than by reason of a breach of this Deed or of any other duty of confidentiality relating to that information; or

- (b) is obtained from a third party without that third party being under an obligation (express or implied) to keep the information confidential; or
- (c) is lawfully in the possession of the other Party before the date of this Deed and in respect of which that Party is not under an existing obligation of confidentiality; or
- (d) is independently developed without access to the Confidential Information of the other Party.

24.4 Each Party will be permitted to disclose Confidential Information to the extent that it is required to do so:

- (a) to enable the disclosing party to perform its obligations under this Deed; or
- (b) by any applicable law or by a court, arbitral or administrative tribunal in the course of proceedings before it including without limitation any requirement for disclosure under FOIA, EIR or the Code of Practice on Access to Government Information and the Delivery Partner acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and the Authority may nevertheless be obliged to disclose such confidential information ; or
- (c) by any regulatory body (including any investment exchange) acting in the course of proceedings before it or acting in the course of its duties; or
- (d) in order to give proper instructions to any professional adviser of that Party who also has an obligation to keep any such Confidential Information confidential.

24.5 The Delivery Partner shall ensure that all Confidential Information obtained from the Authority under or in connection with this Deed:-

- (a) is given only to such of its employees, professional advisors or Delivery Partners engaged to advise it in connection with this Deed as is strictly necessary for the performance of this Deed and only to the extent necessary for the performance of this Deed;
- (b) is treated as confidential and not disclosed (without the Authority's prior written approval) or used by any such staff or professional advisors or Delivery Partners otherwise than for the purposes of this Deed;
- (c) where it is considered necessary in the opinion of the Authority the Delivery Partner shall ensure that such staff, professional advisors or Delivery Partners sign a confidentiality undertaking before commencing work in connection with this Deed.

24.6 Nothing in this Clause 24 shall prevent the Authority:-

- (a) disclosing any Confidential Information for the purpose of:-
 - (i) the examination and certification of the Authority's accounts; or
 - (ii) any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources; or
- (b) disclosing any Confidential Information obtained from the Delivery Partner:-
 - (i) to any other department, office or agency of the Crown; or
 - (ii) to any person engaged in providing any services to the Authority for any purpose relating to or ancillary to this Deed or any person conducting an Office of Government Commerce gateway review;
- (c) provided that in disclosing information under Clause 24.6(a) or (b) the Authority discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

24.7 Nothing in this Clause 24 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Deed in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information or an infringement of Intellectual Property Rights.

24.8 The obligations in this Clause 24 will survive the expiry or termination of this Deed for a period of 6 (six) years or, in respect of any particular item of Confidential Information, until such earlier time as that item of Confidential Information reaches the public domain otherwise than by reason of a breach of this Deed or of any other duty of confidentiality relating to that information.

24A TRANSPARENCY

24A.1 The Development Partner acknowledges that the Authority is subject to the Transparency Commitment. Accordingly, notwithstanding any other provision of this Deed, the Development Partner hereby gives its consent for the Authority to publish the Contract Information to the general public.

24A.2 The Authority may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation.

The Authority may in its absolute discretion consult with the Development Partner regarding any redactions to the Contract Information to be published pursuant to this Clause 24A. The Authority shall make the final decision regarding publication and/or redaction of the Contract Information.

24A.3 The provisions of this Clause 24A will survive any termination of this Deed for a period of 6 years from termination.

25. **COMPLIANCE WITH AUTHORITY POLICIES, STATUTORY FUNCTIONS AND OTHER AGREEMENTS**

25.1 The Delivery Partner shall comply with and shall provide the Works in accordance with and subject to all policies, regulations, procedures and guidelines which may from time to time be issued by the Authority and notified to the Delivery Partner.

25.2 The Delivery Partner shall have proper regard to the Authority's statutory functions and any legislation applicable to the Authority and shall provide the Works in such manner and at such times so as to ensure that no act, omission or default of the Delivery Partner in relation thereto shall knowingly constitute, cause or contribute to any breach by the Authority of any such statutory objects or legislation.

25.3 The Delivery Partner may be supplied with copies of any agreements now or hereafter made between the Authority and third parties concerning the Project. Subject to the Delivery Partner receiving in good time copies of such agreements (or of such parts of the same as shall be material) the Delivery Partner shall thereafter so perform its duties under this Deed so as not by any action or omission to cause or contribute towards a breach of the duties and obligations of the Authority under such agreements.

26. **HEALTH, WELFARE AND SAFETY**

26.1 The Delivery Partner will promptly notify the Authority of any health and safety hazards which may arise in connection with the performance of the Project.

26.2 If any incident giving rise to injury, or potentially likely to have caused injury, to any person or property occurring in the performance of the Project, the Delivery Partner will notify the incident to the Authority as soon as possible by way of a detailed written report.

26.3 The Delivery Partner will, so far as reasonably practicable and relevant to the provision of the Project, conserve energy, water and other resources, reduce waste and noise pollution and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

26.4 The Delivery Partner in pursuance of its obligations under this Deed complies at all times with the provisions of the Health & Safety at Work etc Act 1974 ("HS Act") and in particular the Construction (Design and

Management) Regulations 2007 and any amendments thereto ("CDM Regulations") and the Site Waste Management Plans Regulations 2008 and any amendments thereto ("SWMP Regulations"), and insofar as they touch upon or concern the Delivery Partner's obligations under this Deed (but without prejudice to the generality of the foregoing):

- (a) where the Delivery Partner is also the principal contractor under the CDM Regulations and/or the SWMP Regulations, the Delivery Partner complies with the obligations of the principal contractor under those regulations;
- (b) where the Delivery Partner is also a "designer" as defined under the CDM Regulations, the Delivery Partner complies with the obligations of a "designer" under those regulations;
- (c) co-operates fully with the CDM Co-ordinator and the principal contractor (if it is not either or both of those people) under the CDM Regulations and the SWMP Regulations;
- (d) ensures that it allocates adequate resources to enable the Delivery Partner to comply with its obligations in this Deed, the CDM Regulations and the SWMP Regulations;
- (e) co-operates with all other persons involved in the Project as "designers" to consider the prevention of risks and protection of persons who may be exposed to risks,

and the Delivery Partner does not by an act or omission do anything that would cause the Authority to breach or be prosecuted under the HS Act, and/or the CDM Regulations and/or the SWMP Regulations.

26.5 The Delivery Partner shall at all times have due regard to the protection and safety of members of the public and their property, adjoining owners and occupiers and their property, visitors to the Project and their property, and compliance with the requirements of the Health and Safety Executive, the HS Act and all rules codes and regulations made thereunder (including the CDM Regulations) and all other legislation and laws relating to the health and safety of workers, and to the undertaking of construction works.

27. **CORRUPTION**

27.1 The Delivery Partner shall not, and shall ensure that its employees, agents and sub-contractors do not, pay any commission, fees or grant any rebates to any employee, officer or agent of the Authority or where TfL is the Authority any member of the TfL Group nor favour any employee, officer or agent of the Authority or where TfL is the Authority any member of the TfL Group with gifts or entertainment of significant cost or value nor enter into any business arrangement with employees, officers or agents of the Authority or where TfL is the Authority any member of the TfL Group other than as a representative of the Authority, without the Authority's prior written approval.

28. ANTI-MONEY LAUNDERING

- 28.1 The Delivery Partner will comply with any anti-money laundering legislation relevant to its business or the Works including but not limited to the Proceeds of Crime Act 2002, the Terrorism Act 2000 and the Money Laundering Regulations 2007.
- 28.2 In the event that the Delivery Partner remits monies to the Authority, the Delivery Partner will endeavour to ensure that monies are transferred from an account held with a United Kingdom or European Union authorised credit institution. In any event, the Delivery Partner will satisfy itself as to the source of the funds being remitted, and, in particular, that it does not suspect the funds to represent the proceeds of crime.
- 28.3 The Delivery Partner will respond to any request from the Authority as to the source of any monies received by the Authority and will assist the Authority in any investigations as to potential money laundering, whether on request from the Authority or any relevant law enforcement agency.
- 28.4 The Delivery Partner will indemnify the Authority in respect of any loss to the Authority resulting, directly or indirectly, from the Delivery Partner's failure to comply with this Clause 28.

29. REMEDIES AND WAIVERS

- 29.1 No delay or omission on the part of the Authority in exercising any right, power or remedy provided by law or under this Deed or any other documents referred to in it shall prejudice the rights, powers or remedies of any party contained in this Deed or operate as a waiver of any of the same.
- 29.2 Where, in the performance of the Works, the Delivery Partner seeks or is obliged to seek the Authority's approval or agreement to any matter or thing, the giving or confirming of the same or the omission to give or confirm the same by the Authority shall not in any way derogate from the duty or liability to the Authority by the Delivery Partner pursuant to or in connection with this Deed or otherwise and shall not diminish any obligation upon the Delivery Partner's part in respect thereof.
- 29.3 A waiver by the Authority of a breach of or default under any of the terms of this Deed, whether by conduct or otherwise, shall not constitute a waiver of any other previous or subsequent breach or default, shall not affect the other terms of this Deed and shall not prevent the Authority from subsequently requiring compliance with the waived obligation. Any such waiver must be in writing and may be given subject to any conditions thought fit by the Authority. Unless otherwise expressly stated, any waiver shall be effective only in the particular instance and only for the purpose for which it is given.
- 29.4 The single or partial exercise of any right, power or remedy provided by law or under this Deed shall not preclude or impair any other or further exercise thereof or the exercise of any other right, power or remedy.

29.5 The rights, powers and remedies provided in this Deed are cumulative and are in addition to and without prejudice to any rights or remedies provided by law.

30. **SERVICE OF NOTICES**

30.1 Any notice or other communication to be made or given under this Deed shall be in writing and may be delivered by hand, prepaid first class post or email.

30.2 Any such notice or other communication shall be addressed as provided in Clause 30.4, and if so addressed, shall be deemed to have been duly given or made as follows:

- (a) if delivered by hand, on the first Business Day following delivery;
- (b) if sent by prepaid first class post, on the second Business Day after posting if the address of the recipient is in the country of despatch, otherwise on the seventh Business Day after posting
- (c) if given or made by email, at the time of transmission.

provided that, where in the case of delivery by hand or email such delivery or transmission occurs either after 4.00pm on a Business Day or on a day other than a Business Day service shall be deemed to occur at 9.00am on the next following Business Day.

30.3 In proving service, it shall be sufficient to prove that the envelope containing the notice or other communication was properly addressed and delivered either by hand to that address or into the custody of the postal authorities as a prepaid first class post letter.

30.4 The relevant addressee and address of each party for the purposes of this Deed, subject to Clause 30.5, are as set out in Schedule 12.

30.5 Either party may notify the other party to this Deed of a change to its name, relevant addressee or address provided that such notification shall be in accordance with this Clause 30.

30.6 For the avoidance of doubt, where proceedings to which the Civil Procedure Rules apply have been issued, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connection with those proceedings and service by email is not accepted for those purposes.

31. **STATUS AND TAX LIABILITIES**

31.1 Where the Delivery Partner is an individual:

- (a) it is the intention of the parties that the Delivery Partner shall have the status of a self-employed person and shall not be

entitled to any pension, bonus or other fringe benefits from the Authority. It is agreed that the Delivery Partner shall be responsible for all income tax liabilities and National Insurance or similar contributions in respect of the Delivery Partner's remuneration; and

- (b) on execution of this Deed, the Delivery Partner shall provide the Authority with documentary evidence of the Delivery Partner's self-employed status; such evidence to include the Schedule D number and any such other written evidence as satisfies or is requested by the Authority's tax inspector.

31.2 Where the Delivery Partner is not an individual the Delivery Partner shall be responsible for making appropriate PAYE deductions for tax and National Insurance contributions from the remuneration the Delivery Partner pays to its employees.

31.3 The Delivery Partner agrees to indemnify and keep indemnified the Authority in respect of any claims that may be made by the relevant authorities against the Authority in respect of income tax or National Insurance or similar contributions relating to the Works.

32. **COMPUTER SYSTEMS ETC**

32.1 The Delivery Partner shall comply with the provisions of Schedule 9.

33. **GENERAL**

33.1 This Deed and the other documents referred to herein constitute the entire agreement between the parties relating to the Works to be provided by the Delivery Partner and supersede any previous agreements or arrangements and undertakings between the parties in respect of the provision of Works by the Delivery Partner. The Delivery Partner acknowledges that in entering into this Deed it has not relied on any representation, warranty or undertaking save as set out in this Deed and the other documents referred to herein. Neither party shall have any claim in misrepresentation against the other save in respect of any representation, warranty or undertaking made fraudulently by the other party.

33.2 All additions, amendments and/or variations to this Deed must be annexed to this Deed and be in writing and shall only be binding if signed or initialled by the duly authorised representatives of the Authority and of the Delivery Partner.

33.3 If any provision of this Deed is held by any court or other competent authority to be void or unenforceable in whole or in part, the other provisions of this Deed and the remainder of the affected provisions shall continue to be valid.

33.4 The Delivery Partner shall execute and deliver all such instruments and other documents and shall take all such actions as the Authority may from

time to time reasonably require in order to give full effect to the provisions of this Deed.

34. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

34.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999 the Authority and the Delivery Partner do not intend to confer, and nothing in this Deed shall be construed as conferring, on a third party a benefit or a right to enforce a term of this Deed except that an Other Body who has entered into an Access Agreement with the Authority that has been notified to the Delivery Partner shall have the benefit of being able to enforce its rights under the terms of this Deed against the Delivery Partner.

35. JURISDICTION AND GOVERNING LAW

35.1 This Deed shall be governed by and construed and interpreted in accordance with English law, and the parties submit to the non-exclusive jurisdiction of the English courts.

35.2 Where pursuant to this Deed, or Part II of the Housing Grants, Construction and Regeneration Act 1996 (as amended from time to time) a dispute or difference is referred to adjudication, that adjudication shall be governed by and conducted in accordance with the Adjudication Rules of the Technology and Construction Solicitors Association, which are incorporated herein by reference. The decision of the adjudicator shall be binding on the parties until the dispute or difference is finally determined by an English court or a judge thereof.

36. DECLARATION OF INEFFECTIVENESS

36.1 In the event that a court makes a Declaration of Ineffectiveness, the Authority shall promptly notify the Development Partner. The Parties agree that the provisions of Clause 21 and this Clause 36 shall apply as from the date of receipt by the Development Partner of the notification of the Declaration of Ineffectiveness. Where there is any conflict or discrepancy between the provisions of Clause 21 and this Clause 36 or the Cessation Plan, the provisions of this Clause 36 and the Cessation Plan shall prevail.

36.2 The Declaration of Ineffectiveness shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Declaration of Ineffectiveness.

36.3 As from the date of receipt by the Development Partner of the notification of the Declaration of Ineffectiveness, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate cessation plan ("Cessation Plan") with the object of achieving:

- (1) an orderly and efficient cessation of the Works or (at the Authority's request) a transition of the Works to the Authority or such other entity as the Authority may specify; and

(2) minimal disruption or inconvenience to the Authority or the public

in accordance with the provisions of this Clause 36 and to give effect to the terms of the Declaration of Ineffectiveness.

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

36.5 The Authority shall pay the Development Partner reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Deed or as otherwise reasonably determined by the Authority. Provided that the Authority shall not be liable to the Development Partner for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Contract pursuant to this Clause 36.

IN WITNESS WHEREOF the parties have executed and delivered this agreement as a deed on the day and year first before written.

The **COMMON SEAL** of the)
GREATER LONDON AUTHORITY)
hereto affixed is authenticated)
by)

.....
(Signature of Authorised Signatory)

.....
(Print Name)

.....
(Date)

[NOTE
Where the Delivery Partner is a partnership each partner to execute]

SIGNED as a deed by)
[NAME OF PARTNER])
in the presence of:)

Witness Signature

Name

Address

Occupation

[NOTE

The words to apply to each Partner]

[NOTE

Alternatively where the Delivery Partner is a limited liability company - under this form, a company seal is not required.]

EXECUTED as a deed by
[DELIVERY PARTNER] LIMITED acting by:

Director

Signature :

Name :

**Director/Company
Secretary**

Signature :

Name :

[NOTE

Alternatively where the Delivery Partner is a limited liability partnership]

EXECUTED as a deed by
[DELIVERY PARTNER] LLP

.....
[Signature of Member]
Member

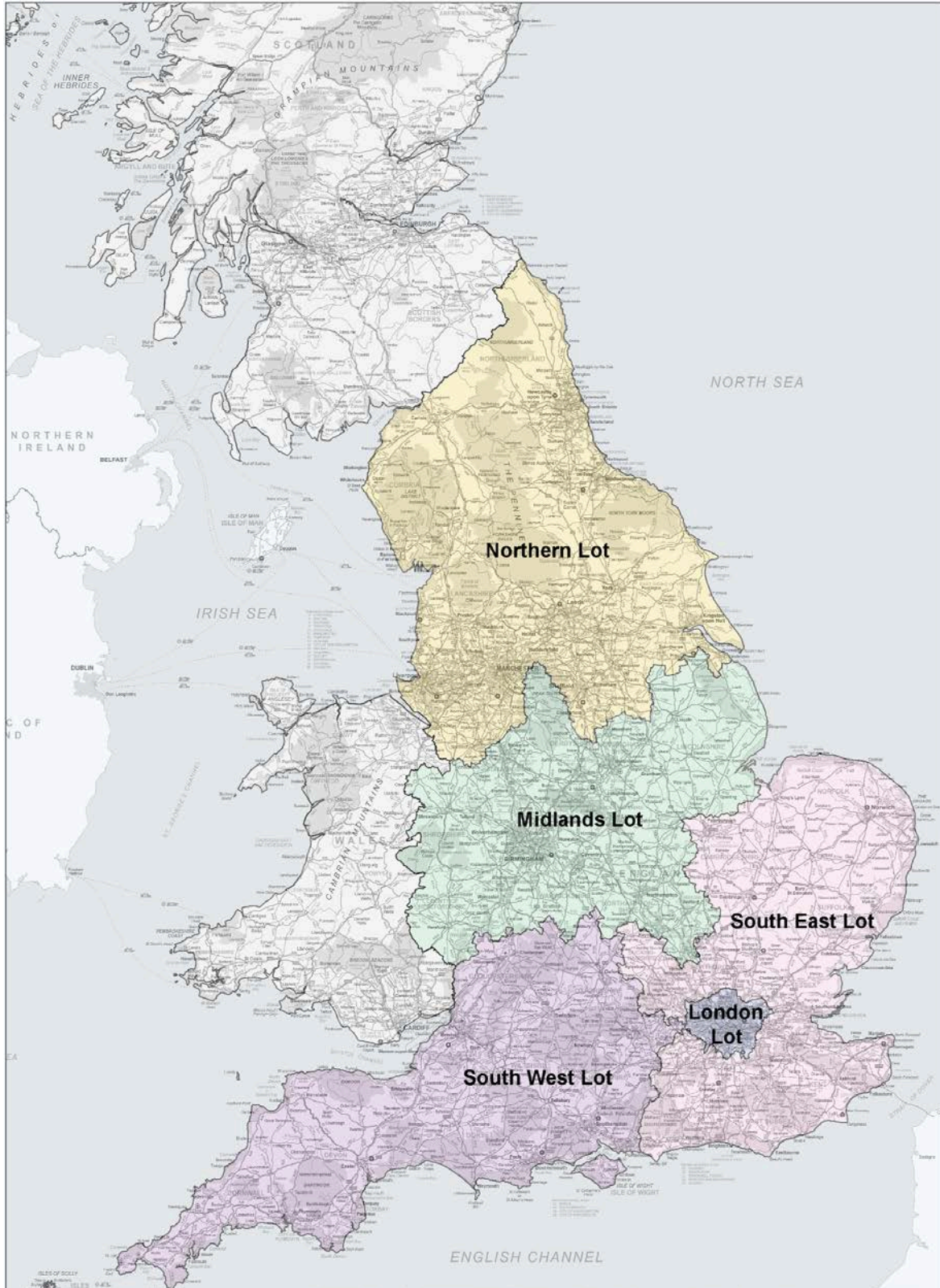
.....
[Signature of Member]
Member

SCHEDULE 1

DELIVERY PERIOD AND REGION

1. The period of 4 years from [1 April 2013]
2. The Region covered by this panel is the administrative area of Greater London such area being identified on the map appended at Appendix 1A as the "London Lot".

APPENDIX 1A GEOGRAPHICAL LOT MAP



SCHEDULE 2

WORKS

1 General Areas of Responsibility

1.1 The development of homes, to include all activities necessary to deliver completed homes including but not limited to :-

- raising of development finance,
- obtaining planning permission,
- supply chain management,
- design and construction of houses,
- provision of affordable housing in association with a registered provider, design and construction of infrastructure to support housing,
- sales and marketing of houses,
- aftercare and maintenance.

1.2 Specifically the following types of development are included:-

- Development and disposal of sites for residential use
- Development and disposal of mixed-use housing-led sites. Mixed-use elements to include community facilities, retail or commercial development ancillary to and in support of housing
- Refurbishment / retrofit of existing houses, residential buildings, empty homes and associated buildings
- Refurbishment, restoration, conversion of heritage or other buildings for residential use
- Demolition, site remediation and enabling works to prepare sites for residential or mixed-use development
- Design and construction of homes
- Development of Extracare accommodation
- Self-build enabling as part of a larger development
- Maintenance and site management

SCHEDULE 3

INSURANCE

- 1** Without prejudice to the Delivery Partner's obligations under this Deed or a Project Agreement or otherwise at law and in accordance with Clause 10 of this Deed, the Delivery Partner shall take out and maintain the insurances and upon the terms and conditions set out below.
- 2** The Delivery Partner undertakes and warrants that to the extent that it has not already done so it will forthwith procure at its own cost the following insurances to cover the Delivery Partner's obligations arising from or relating to this Deed and each Project Agreement:
 - 2.1** Employer's Liability Insurance in respect of the Delivery Partner's employees for a sum not less than £10 million (ten million pounds);
 - 2.2** Public Liability Insurance in respect of death or injury to persons and of loss or damage to property for a sum not less than £10million (ten million pounds); and
 - 2.3** Contractors All Risk insurance where required for any Project Agreement.
- 3** The insurances required under paragraph 2 above:
 - 3.1** are to be in respect of each and every claim; and
 - 3.2** are to be with a reputable and authorised insurance company carrying on insurance business in the United Kingdom.
 - 3.3** Shall not include any condition which may adversely affect the rights of the Authority to proceed directly against the insurers pursuant to and in the circumstances contemplated by the Third Parties (Rights Against Insurers) Act 1930. The Delivery Partner shall not compromise, settle or waive any claim which it may have in respect of any liability which the Delivery Partner may incur under this Deed or a Project Agreement which may in any way prejudice the ability of the Authority to recover the full amount of any claim the Authority may be lawfully entitled to. Provided that nothing in this Deed shall preclude the Delivery Partner's insurers from taking over (in the name of the Delivery Partner) the defence of any claim made by the Authority under this Deed or a Project Agreement and (in that capacity) from conducting and settling the same as they see fit.
- 4** The insurance required under paragraph 2.1 above:
 - 4.1** is not to be subject to any unusual terms or excesses having regard to the cover which is available in the insurance market to competent

organisations carrying out the same or similar works and/or services as the Delivery Partner with a good claims record; and

- 4.2 is to be maintained by the Delivery Partner at all times from the date of this Deed until the later of the expiry of the Delivery Period or a period of twelve years from the completion of the Works (or if the Works are not completed from the abandonment of the Works) and for so long as cover remains available in the market at commercially reasonable rates to competent organisations carrying out the same or similar works and/or services as the Delivery Partner with a good claims record.
- 5 The insurances required under paragraphs 2.2 and 2.3 above shall be maintained for the Delivery Period or for the period required by the relevant Project Agreement, whichever is the later.
- 6 The Delivery Partner undertakes and warrants to the employer that prior to the execution of this Deed and each Project Agreement it has (if required by the terms of its insurance) made full disclosure to its insurers of the contents of this Deed and/or any Project Agreement, and as may otherwise be required to fulfil its obligations of good faith and full and frank disclosure to its insurers, and they have not advised the Delivery Partner that the cover required under this Deed and each Project Agreement is, or may be, declined.
- 8 The Delivery Partner shall produce to the Authority whenever requested and without delay (and in any event at least once in any twelve month period) such documentary evidence as the Authority may reasonably require and such other satisfactory evidence that the insurance required is in force, and in any event notify the Authority forthwith upon its inability to obtain cover, or the cancellation of the insurance, or its inability to renew the insurance.
- 9 In the event that that Delivery Partner fails to provide such documentary evidence required by paragraph 8 above the Delivery Partner will be made an inactive Panel Member until such time as the documentary evidence is provided.
- 10 In the event that the Delivery Partner's insurer makes payment to the Delivery Partner in respect of a claim by or on account of the Authority the Delivery Partner shall;
- 10.1 pay forthwith upon receipt, and without set-off or deduction, any money received from such insurance to the Authority, and in any event; and
- 10.2 receive and hold any such money from such insurance on trust for the Authority.
- 11 Should the Delivery Partner be in breach of any of its obligations under this Deed, without prejudice to any of its other rights, the Authority may itself insure against any risk with respect to which the breach shall have occurred and may deduct a sum or sums equivalent to the amount paid or payable in respect of premiums from any monies due or to become due to the Delivery Partner under this Deed or recover them from the Delivery Partner as a debt.

SCHEDULE 4

TEMPLATE PROJECT AGREEMENTS

1 Building Lease

The Building Lease as amended from time to time by the Authority which at the date of this Deed is in the form attached to this Deed at Attachment 1

2 Development Agreement

The Development Agreement as amended from time to time by the Authority which at the date of this Deed is in the form attached to this Deed at Attachment 2

3 JCT Design and Build Contract

The Joint Contracts Tribunal Design and Build Contract (2011) including the Public Sector Supplement

SCHEDULE 5

INSTRUCTION PROCEDURE

1 Instructions by the Authority

- 1.1 Following the Project Tendering Procedure if the Authority is considering instructing the Delivery Partner in relation to a particular Project then this will consist of the execution of the specific Project Agreement.
- 1.2 Execution of the specific Project Agreement
- (a) A Project Agreement will be agreed for each individual Project as part of the Project Tendering Procedure.
 - (b) The form of the Project Agreement will vary depending on the nature of the specific Project and the Works to be carried out for that Project.
 - (c) Without limiting the generality of the above, the form of the Project Agreement may include (but not be limited to):
 - (a) Authority's Building Lease
 - (b) Development Agreement
 - (c) JCT Design and Build Contract (2011) including the Public Sector Supplement
 - (d) Subject to the above, the Project Agreement shall be executed by the Authority and Delivery Partner.

2 Instructions by Other Bodies pursuant to Clause 2.7 of this Deed

- 2.1 If Other Bodies decide to instruct the Delivery Partner pursuant to Clause 2.7 of this Deed the contract for that instruction shall be in substantially the same form as set out in paragraph 1 above with the Project Agreement executed between the Other Bodies and the Delivery Partner subject to the terms of this Deed.

SCHEDULE 6

PROJECT TENDERING PROCEDURE

1 MINI COMPETITION SYSTEM

- 1.1 The operation of the Panel will include a Project Tendering Procedure as an integral step between being a Panel Member and being appointed or commissioned for a specific Project. The Authority uses an electronic tendering system and the Delivery Partner will be required to use this system for mini-tenders to the Authority.
- 1.2 All capable and available Panel Members will be offered an opportunity to submit an Expression of Interest in project opportunities offered through the panel.
- 1.3 If they are interested in bidding they may be asked to respond to a Project Specific Prequalification Statement ("Sifting Brief"). Generally this will include provision of information on the criteria detailed below and is designed to identify those most capable of tendering:
- Their availability and capacity to undertake the Project
 - A short statement detailing their initial approach
 - Their understanding of local issues
 - Other issues specific to the Project
- 1.4 Sifting Brief responses will be evaluated to select the Panel Members who will be invited to tender. Evaluation criteria and weighting will be defined to suit the needs of the individual project.
- 1.5 In the event that fewer than 5 panel Members express an interest in bidding the Authority may choose not to undertake a sifting brief.
- 1.6 Those who have not been shortlisted and invited to tender will receive a notification of exclusion letter detailing the following:
- Sifting Brief Evaluation Criteria and sub-criteria (if applicable)
 - Their scores
 - Reasons for their scores
 - Number of successful Sifting Brief submissions
 - Total Number of Sifting Brief submissions received
 - Lowest successful score
 - Highest successful score
 - Contact details to request further information
- 1.7 Following evaluation of the Sifting Brief responses, it is anticipated that 5 Panel Members will be asked to provide a full Project Specific Tender,

although in some circumstances the Authority reserves the right to offer the opportunity to bid to the whole Panel. Panel Members will be told how many are bidding for each Project Specific Tender to enable them to make a decision as to whether they wish to bid.

- 1.8 The Project Specific Invitation to Tender will be specific to the Project concerned and will vary from Project to Project. Full details will be provided at Project Specific Invitation to Tender stage.
- 1.9 The Project Specific Invitation to Tender and the Project Specific Tender will be used to agree the details of the scope of the Works required.
- 1.10 Insurances may be checked on a Project specific basis for example Contractors All Risks Insurance will be sought on a project specific basis, additional insurances may be required in some cases.

2 NOTIFICATION

- 2.1 Following evaluation of the Project Specific Tender, unsuccessful bidders will be sent a letter notifying them of the following:

- The name of the successful bidder
- The standstill period end date (if applicable)
- Award Criteria and sub-criteria (if applicable)
- Their scores
- Reasons for their scores
- Successful bidders scores
- Narrative to explain why the successful bidder scored higher marks including characteristics and relative advantages of the winning tender compared to their tender subject to any known confidentially/ IPR obligations)
- Contact details to request further information

If no challenges arise within the standstill period (if applicable), the contract will be awarded to the successful bidder.

3 EVALUATION CRITERIA

At the mini-competition stage the “Quality” criterion will be weighted between 30% and 70 %; and the “Price” criterion will be weighted between 30% and 70%. The “Role as a Panel Member” criterion will be weighted 0% in all mini-competitions. The table below details the approach to this:

| Evaluation Criteria | | Framework Agreement tender | Project specific tender weighting |
|---------------------|--|----------------------------|-----------------------------------|
|---------------------|--|----------------------------|-----------------------------------|

- 4.3 Weighting of evaluation criteria may be varied to suit the nature of the individual project. The exact weighting of the evaluation criteria and sub-criteria to be used will be detailed within the Project Specific Invitation to tender.
- 4.4 The following illustrates some of the factors that may influence the weightings defined:
- Where qualitative factors have less overall importance, financial offers may be weighted higher;
 - Where qualitative factors have greater importance, financial offers may be weighted lower;
 - Where the relative importance of the qualitative factors change, the evaluation criteria may be varied to reflect this.
- 4.4 The figures provided for build costs, sales values, overheads and profit in response to the panel framework tender have been included in the Framework Agreement (at Schedule 6A) and will be carried forward to individual Project Specific Tenders.
- 4.5 The inputs submitted within the DAT for the case study element of the Delivery Partner's bid may be used as a reference point when assessing mini competition submissions. The Delivery Partner may be required to provide a justification for variations to the inputs in the case study DAT if the Authority considers this appropriate.

SCHEDULE 6A

Tendered Rates

SCHEDULE 7

DRAFT FORMS OF COLLATERAL WARRANTIES

The Collateral Warranties as amended from time to time by the Authority which at the date of this Deed are in the form attached to this Deed at Attachment 3.

SCHEDULE 8

DEED OF NOVATION

The Deed of Novation as amended from time to time by the Authority which at the date of this Deed is in the form attached to this Deed at Attachment 4.

SCHEDULE 9

COMPUTER SYSTEMS, DATA PROTECTION OBLIGATIONS, FREEDOM OF INFORMATION, AUTHORITY PROPERTY, STORAGE AND MAINTENANCE OF RECORDS

1 COMPUTER SYSTEMS

- 1.1 The Delivery Partner warrants to the Authority that all computer systems to be used by the Delivery Partner in and about the performance of its obligations under this Deed and/or the Project Agreement will protect data being or to be transferred between the parties, that the Delivery Partner will use industry recognised and regularly updated virus checking software, will use all reasonable endeavours not to transfer virus infected data, has a responsible firewall policy and such is communicated regularly to the Authority.
- 1.2 The Delivery Partner warrants to the Authority that all computer systems which will be used by the Delivery Partner in and about the performance of its obligations under this Deed are, and shall remain for the duration of the Delivery Partner Period, compatible with the Authority's systems to such a degree as reasonably required to fully and effectively transfer data and comply with recognised industry standards in this regard.
- 1.3 The Delivery Partner shall ensure, so far as it is reasonably practicable to do so, that it adheres to the Authority's IT and communication procedures and IT Policy Statement as issued from time to time and notified by the Authority to the Delivery Partner.

2. DATA PROTECTION OBLIGATIONS

- 2.1 For the purposes of this Schedule "**Personal Data**", "**Data Processor**", "**Data Subject**", "**Data Controller**" and "**Process**" shall have the meanings ascribed to them in the Data Protection Act 1998 (the "DPA") as amended or re-enacted from time to time.
- 2.2 The Delivery Partner warrants and represents that it has obtained all necessary registrations, notifications and consents required by the DPA to process Personal Data for the purposes of performing its obligations under this Deed and/or the Project Agreement.
- 2.3 The Delivery Partner undertakes that to the extent that the Delivery Partner and/or any of its employees receives, has access to and/or is required to process Personal Data on behalf of the Authority ("the Authority's Personal Data") for the purpose of providing the Works, it will at all times comply with the provisions of the DPA for the time being in force, including without limitation the Data Protection Principles set out in Schedule 1 of the DPA. In particular, the Delivery Partner agrees to comply with the requirements and obligations imposed on the Data Controller in the Seventh Data Protection Principle set out in the DPA namely:

- 2.3.1 the Delivery Partner shall at all material times have in place and maintain appropriate technical and organisational security measures designed to safeguard against accidental or unlawful destruction, accidental loss, alteration, unauthorised or unlawful disclosure of or access to the Authority's Personal Data and any person it authorises to have access to any the Authority's Personal Data will respect and maintain the confidentiality and security of the Authority's Personal Data. This includes the obligation to comply with any records management, operational and/or information security policies operated by the Authority, when providing the Works on the Authority's premises and/or accessing their manual and/or automated information systems. These measures shall be appropriate to the harm which might result from any unauthorised Processing, accidental loss, destruction or damage to the Personal Data which is to be protected;
 - 2.3.2 the Delivery Partner shall only process Personal Data for and on behalf of the Authority for the purpose of performing the Works in accordance with this Deed, or as is required by law or any Regulatory Body, and where necessary only on written instructions from the Authority to ensure compliance with the DPA;
 - 2.3.3 the Delivery Partner shall allow the Authority to audit the Delivery Partner's compliance with the requirements of this Schedule on reasonable notice and/or, at the Authority's request, provide the Authority with evidence of the Delivery Partner's compliance with the obligations within this Schedule.
- 2.4 The Delivery Partner undertakes not to disclose or transfer any of the Authority's Personal Data to any third party without the prior written consent of the Authority save that without prejudice to paragraph 2.3 for this Schedule the Delivery Partner shall be entitled to disclose the Authority's Personal Data to employees to whom such disclosure is reasonably necessary in order for the Delivery Partner to carry out the Works, or to the extent required under a court order.
- 2.5 The Delivery Partner shall:
- 2.5.1 take reasonable steps to ensure the reliability of any Delivery Partner Personnel who have access to the Personal Data;
 - 2.5.2 ensure that all Delivery Partner Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Schedule;
 - 2.5.3 ensure that none of Delivery Partner Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Authority;
 - 2.5.4 provide a written description of the technical and organisational methods employed by the Delivery Partner for processing Personal Data (within the timescales required by the Authority); and

- 2.5.5 not Process Personal Data outside the European Economic Area without the prior written consent of the Authority and, where the Authority consents to a transfer, to comply with:
- (a) the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and
 - (b) any reasonable instructions notified to it by the Authority.
- 2.6 The Delivery Partner agrees to use all reasonable efforts to assist the Authority to comply with such obligations as are imposed on the Authority by the DPA. For the avoidance of doubt, this includes the obligation to:
- 2.6.1 provide to the Authority such access as may be reasonably required from time to time to all Personal Data stored or processed in the provision of the Works under this Deed and/or the Project Agreement in order to enable the Authority to meet its obligations to respond to access requests from Data Subjects under the DPA;
 - 2.6.2 provide the Authority with reasonable assistance in complying with any request for information served on the Authority under Section 7 of the DPA;
 - 2.6.3 notify the Authority (within five Working Days) about the receipt of any such request received by the Delivery Partner under Section 7 of the DPA or complaint or request relating to the Authority's obligations under the DPA and not disclose or release any information (including the Authority's Personal Data) in response to such a request or complaint without first consulting with the Authority, where the information sought relates to the Authority, its employees, agents and/or its business operations;
 - 2.6.4 provide the Authority with full co-operation and assistance in relation to any complaint of request made, including by:
 - (a) providing the Authority with full details of the complaint or request;
 - (b) complying with a data access request within the relevant timescales set out in the DPA and in accordance with the Authority's instructions;
 - (c) providing the Authority with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Authority); and
 - (d) providing the Authority with any information requested by the Authority;

- 2.7 The Delivery Partner shall comply at all times with the DPA and shall not perform its obligations under this Deed in such a way as to cause the Authority to breach any of its applicable obligations under the DPA.
- 2.8 The Delivery Partner shall indemnify the Authority against all claims and proceedings and all liability, losses, costs and expenses incurred in connection therewith by the Authority as a result of the Delivery Partner's destruction of and/or damage to any of the Authority's Personal Data processed by the Delivery Partner, its employees, agents, or any breach of or other failure to comply with the obligations in the DPA and/or this Schedule by the Delivery Partner, its employees, agents or sub-contractors.
- 2.9 The Delivery Partner shall appoint and identify an individual within its organisation authorised to respond to enquiries from the Authority concerning the Delivery Partner's Processing of the Authority's Personal Data and will deal with all enquiries from the Authority relating to such Personal Data promptly, including those from the Information Commissioner and will to the extent reasonably necessary co-operate with and assist in ensuring compliance with any Data Subject rights of data access, correction, blocking, suppression or deletion relating to the Authority's Personal Data and in the defence or management of any enforcement action or assessment by the Information Commissioner or any other competent authority in relation thereto.
- 2.10 The Delivery Partner undertakes to include obligations no less onerous than those set out in this Schedule, in all contractual arrangements with agents engaged by the Delivery Partner to provide the Works to the Authority.

3 FREEDOM OF INFORMATION

- 3.1 The Delivery Partner acknowledges that the Authority:
- 3.1.1 is subject to the FOI Legislation and agrees to assist and co-operate with the Authority to enable the Authority to comply with its obligations under the FOI Legislation; and
- 3.1.2 may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Delivery Partner.
- 3.2 Without prejudice to the generality of Clause 24.2, the Delivery Partner shall and shall procure that its sub-contractors (if any) shall:
- 3.2.1 transfer to the Authority (or such person as may be notified by the Authority to the Delivery Partner) each Information Request relevant to the Deed, the Works that it or they (as the case may be) receive as soon as practicable and in any event within 2 Business Days of receiving such Information Request; and
- 3.2.2 in relation to Information held by the Delivery Partner on behalf of the Authority, provide the Authority with details about and/or copies of all such Information that the Authority requests and such details and/or

copies shall be provided within 5 Business Days of a request from the Authority (or such other period as the Authority may reasonably specify), and in such forms as the Authority may reasonably specify.

- 3.3 The Authority shall be responsible for determining whether Information is exempt information under the FOI Legislation and for determining what Information will be disclosed in response to an Information Request in accordance with the FOI Legislation. The Delivery Partner shall not itself respond to any person making an Information Request, save to acknowledge receipt, unless expressly authorised to do so by the Authority.

4 AUTHORITY PROPERTY

- 4.1 Neither the Delivery Partner, nor any other person, shall have a lien or other rights over any Authority Property, and the Delivery Partner shall take all such steps as may be reasonably necessary to ensure that the Authority's title in the Authority Property and the existence of any such lien or other right, are brought to the notice of any other person dealing with the Authority Property.
- 4.2 Upon the Authority's written request and in any event upon termination of this Deed and/or the Project Agreement, the Delivery Partner will immediately deliver up to the Authority or the Nominated Officer, at the expense and risk of the Delivery Partner, all Authority Property, and the Delivery Partner will not, without the prior written consent of the Authority, retain any copies thereof.

5 STORAGE AND MAINTENANCE OF THE RECORDS

- 5.1 The Records (including any additions made thereto during the Delivery Period) are and shall remain Authority Property. The Delivery Partner shall have no lien or other rights in respect of the Records.
- 5.2 The Delivery Partner shall request such Records as it requires for the purposes of carrying out work and/or services in accordance with this Deed and will hold them to the order of the Authority and shall return the Records (including any additions made thereto during the Delivery Period) to the Authority on demand at any time, and in any event at the end of the Delivery Period.
- 5.3 The Delivery Partner shall keep the Records in a safe and secure place at the Delivery Partner's premises.
- 5.4 The Delivery Partner shall maintain and up-date the Records to ensure that the Records properly reflect at any given time the current state of Programmes or projects on which the Delivery Partner is involved and the Authority's title to property or other assets in the Region.
- 5.5 The Delivery Partner shall, if required, allow the Authority or any person acting on its authority access, at any time, to the Delivery Partner's premises for the purpose of inspecting or removing the Records. The Delivery Partner shall provide the Authority with such copies of the Records as may reasonably be required.

5.6 The Delivery Partner shall return the Records to the Authority at the end of the Delivery Period and/or on demand at any time.

SCHEDULE 10
EXEMPTED INFORMATION

SCHEDULE 11

PART A

PANEL MANAGEMENT

1 Use of the Panel by the Authority

- 1.1 This Deed will be managed by the Authority. However individual Projects and Project Agreements will be the responsibility of the relevant team within the Authority or Other Body.

2 Financial Evaluation

- 2.1 Up to date financial records will be maintained on all Panel Members. If insufficient information is available in the public domain the Authority's team may be in touch to request additional information in order to get comfort of continued good standing.
- 2.2 In respect of joint ventures the above will relate to all joint venture members.

3 Use of the Panel by Other Bodies

- 3.1 The Panel has been procured so that Other Bodies can make use of the Panel. The Authority holds a list of current Panel users and details of all the public sector bodies that are able to use the Panel are included in Schedule 14. Where Other Bodies wish to access the Panel, an Access Agreement will be put in place between the Authority and the Other Body concerned. The Other Body will be responsible for procuring work through the Panel via mini tender using the procedure set out in Schedule 6. The Other Body will be responsible for notifying Panel Members of the way in which it will manage the mini-competition process ie whether it will use a particular electronic procurement system. It is not anticipated that the Other Body will have access to the Authority's electronic procurement system. The Authority will not be party to that mini tender nor any individual commissions and will have no liability for work procured through the Panel. On the signing of an Access Agreement by an Other Body, the Authority will make guidance available so that it can use the Panel compliantly.
- 3.2 The main conditions which Other Bodies will need to satisfy in order to have access to the Panel include:
- (a) Acceptance of the Panel as selected by the Authority and the limitation in accessing Works from Panel Members in accordance with the appointment by the Authority

- (b) The Other Body takes full responsibility for the mini-competition, selection, appointment, management and payment of the Panel Member.
- (c) Should disputes arise between the Other Body and the Panel Member, the Authority will not formally be involved unless the Other Body concerned feels that the issue has a fundamental impact on the Panel Member's ability or capacity to continue to provide services to the Authority and the Other Body;
- (d) The Authority reserves the right to close the Panel to Other Bodies should usage by such bodies compromise the Panel's ability to provide services to the Authority.

3.3 Panel Members will be required to provide feedback to the Authority detailing any work procured through the Panel by Other Bodies. This feedback should be provided to the Nominated Officer or his/her representative every 6 months. The feedback should be provided for each Project the Panel Member was asked to bid for and should include:

- (a) a short description of the Works procured;
- (b) the name of the Other Body and the instructing officer;
- (a) whether or not the Panel Member submitted a Project Specific Tender;
- (b) whether or not the Panel Member's bid was successful;
- (c) the value/cost of the successful bid; and
- (d) comments or feedback on the process.

4 Panel Management meetings

4.1 Once the Panel has been formed the Nominated Officer or his/her representative will convene an initial meeting where Panel management mechanisms and other process will be explained.

4.2 In order to manage the ongoing Panel arrangements it is proposed that the Nominated Officer or his/her representative will then arrange a meeting with Panel Members on an annual basis to review workload, progress partnering initiatives, share learning and information and action any matters arising. The key aim of these meetings will be to identify ways in which the Authority and Panel Members can work together better. This will include identifying ways in which the Authority can act as a better client as well as defining how the Panel Members can better enable the Authority to meet the Authority's objectives. The meetings are intended to enable sharing of information between the Authority and Panel Members and between Panel Members.

- 4.3 Panel Members will also be offered the opportunity of an annual individual meeting with the Nominated Officer or his/her representative or more frequently if the need arises.

5 Induction and Training

- 5.1 In order to provide Panel Members with the necessary understanding of the Authority, its procedures and expectations Panel Members will be required to attend an initial Panel meeting where Panel management and other processes will be explained. Failure to attend the initial meeting may affect the Panel Member's ability to tender for individual Projects.

6 Panel member performance

- 6.1 Once the Panel is in place, the Authority will operate a system of feedback on performance of Panel Members. Instructing officers will be requested to give feedback on the performance of Panel Members every 3 months, with Panel Members being able to view such feedback (if any) on their own performance.
- 6.2 In addition, Panel Members have made statements in their tenders on their approach to being an effective panel member. These statements are included in the contract with each Panel Member (at Part B, C and D below).
- 6.3 The Authority will require the Panel Member to report annually on the progress it is making against their Part B, C and D statements and the Authority may request regular meetings with a Panel Member to review this.
- 6.4 The Authority wants to ensure that good practice in effective panel operations is promoted to all Panel Members. Therefore practice developed from the Part B, C and D statements may be communicated to other Panel Members.
- 6.6 One of the aims of the Panel is to increase the speed and efficiency of housing delivery and the Authority will work with Panel Members to help achieve this. Panel Members will have made statements on how these barriers could be overcome and these will be included in the Part C statements.
- 6.7 The Authority will work with Panel Members to decide which of these housing delivery actions should be taken forward and will work with Panel Members to implement them.

7 Disclosure of information on suspected or confirmed fraudulent activities

- 7.1 The Panel Member is required to provide information to the Authority on any suspected or confirmed fraudulent activity connected in any way with any works or services procured through the Panel. This information should be provided in a timely manner.
- 7.2 In addition, Panel Members will have made statements (see Part B below) in their tenders on their approach to being an effective panel member. These

statements will be included in the contract with each Panel Member (at Part B below).

- 7.3 The Authority will require the Panel Member to report annually on the progress it is making against their Part B statements and the Authority may request a meeting with a Panel Member to review this.
- 7.4 The Authority wants to ensure that good practice in effective panel operations is promoted to all Panel Members. Therefore practice developed from the Part B statements may be communicated to other Panel Members.

SCHEDULE 11

PART B

ROLE AS A PANEL MEMBER

[Information from Panel Member's response to Appendix D of their Tender Response to be included in this section.]

SCHEDULE 11

PART C

IMPROVING HOUSING DELIVERY

[Information from Panel Member's response to Appendix E of their Tender Response to be included in this section.]

SCHEDULE 11

PART D

STRATEGIC BUSINESS OBJECTIVES & MODEL FOR DELIVERY

[Information from Panel Member's response to Appendix F of their Tender Response to be included in this section.]

SCHEDULE 11

PART E

OUTPUTS & KEY PERFORMANCE INDICATORS

The GLA intends to collect a small number of Outputs and Key Performance Indicators (KPIs) related to Works procured through the panel, together with updates from Panel Members on opportunities offered and how these have progressed. The Outputs and KPIs will be used by the GLA to measure the effectiveness of the panel, particularly in relation to delivering new homes and creating jobs and economic growth in the capital, and also in review of individual Panel Member performance.

The Delivery Partner shall provide information to the Authority on the following Outputs in relation to each Project:

- **Housing completions** – number of affordable and market housing units attributed to the Site;
- **Employment floorspace** – creation of employment floorspace (sq m);
- **Reclaimed land** – previously developed land reclaimed (ha);
- **Gross Development Value** – defined as the aggregate market value of the completed development;
- **Jobs** – number of jobs created from employment floorspace;
- **Local Employment** – levels of local labour engaged on the Project as a percentage of the total workforce (not visitors);
- **Apprenticeships** – number of apprenticeships created;
- **SME Engagement** – measures the proportion of suppliers engaged on a Project that are defined as SMEs, expressed as a total number of suppliers;
- **SME Spend** – Measures the value of the construction contract work that is spent with SMEs, expressed as a percentage of construction contract value.

The Delivery Partner shall provide information to the Authority on the following KPIs:

- **Bids** – number of opportunities bid for and number of opportunities successfully bid for;
- **Promotion** – number of promotional activities organised and/or attended.

The Delivery Partner shall provide to the Authority forecast and actual values for the Output information and KPI information every six months (or as otherwise required by the Authority) over the lifetime of the Framework Agreement.

The Authority reserves the right at any time to change its requirements in relation to the Outputs and KPIs it requires the Delivery Partner to provide.

SCHEDULE 12
SERVICE OF NOTICES

Name of Party for Notification
Address

AUTHORITY:

Email Contact and Address:

DELIVERY PARTNER:

SCHEDULE 13

DESIGNATED PERSON AND DEPUTY DESIGNATED PERSON

DESIGNATED PERSON: []

DEPUTY DESIGNATED PERSON: []

SCHEDULE 14

OTHER BODIES

The GLA wishes to establish a framework agreement for use by the following UK public sector bodies (and any future successors to these organisations):

A local asset backed vehicle or asset investment vehicle between a body listed and a private sector partner.
A Minister of the Crown.
Acute Trust (NHS).
ALMOS.
Almshouses.
Ambulance Trusts.
BBC.
British Rail Board (Residuary).
British Waterways.
Business Innovation and Skills.
Care Trusts.
Central Government Departments, their agencies and non-departmental public bodies.
Community Health Councils.
Community Land Trusts.
DCLG.
Defence Infrastructure Organisation.
DEFRA.
Department for Culture Media and Sport.
Department for Environment, Food and Rural Affairs.
Department for Health Arms Length Bodies.
Department for Transport.
Department of Education.
Department of Energy and Climate Change (including Coal Authority).
DVLA.
Education Establishments.
English Heritage.
Environment Agency.
Extracare Providers.
Fire Authority.
G15 Members.
G320.
General Practitioners.
GLA Group.
Highspeed 2.
Highways Agency.
Home Office.
Judicial System (Ministry of Justice).
L9 group of housing associations in London.
Land Registry.

LCR.
LEPS.
Local Authorities.
Local Development Agencies.
Local Health Boards.
London & Continental Railways Ltd.
London Boroughs & City of London.
Mayoral Development Corporation established under the Localism Act 2011.
Mental Health Trusts.
Metropolitan Police.
Ministry of Defence.
National Housing Federation.
Natural England.
NDA Properties Ltd.
Network Rail.
NHS Foundations Trusts.
NHS Hospital Trusts.
NHS Property Services Ltd.
Nuclear Decommissioning Authority.
Oil & Pipeline Agency.
Olympic Delivery Authority.
Olympic Park Legacy Company.
Port of London Authority.
Primary Care Trusts.
Registered Providers.
Royal Mail.
Royal Parks.
Special Health Authorities.
Strategic Health Authorities.
The Crown Estate.
VOSA.