

PART 6
VESTING CERTIFICATE

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CERTIFICATE OF VESTING OF MATERIALS

This Certificate is for the benefit of City of Edinburgh Council, constituted in terms of the Local Government etc. (Scotland) Act 1994 and having its principal offices at City Chambers, High Street, Edinburgh, Midlothian, EH1 1YJ ("CEC") and relates to the vesting of the Materials and Parts described in Schedule 1 hereto attached.

We Siemens plc of Faraday House, Sir William Siemens Square, Frimley, Camberley, GU16 8QD, England, in consideration of tie's payment to Infraco under the Infraco Contract as varied by the Minute of Variation between tie, Bilfinger Berger Civil UK Limited, Siemens plc and Construcciones Y Auxiliar de Ferrocarriles S.A. dated [15 April 2011] (the "Minute of Variation") to Siemens of the sum of [INSERT AMOUNT PAYABLE TO SIEMENS IN RESPECT OF RELEVANT CERTIFICATE](£ INSERT VALUE (exclusive of VAT) on or before [INSERT DATE] in respect of the Materials and Parts, hereby warrant and undertake to CEC that:-

- 1 the Materials and Parts listed in Schedule 1 are supplied pursuant to the Minute of Variation;
- 2 nothing remains to be done to the Materials or Parts to complete the same up to the point of their incorporation in (i) the Prioritised Works pursuant to the Minute of Variation, and (ii) the On-Street and/or the Off-Street Works (as defined in the Minute of Variation);
- 3 the Materials and Parts have been set apart from any third party property and stored at the Siemens warehouse situate at Broxburn, EH52 5NP (the "Premises") and have been clearly and visibly marked, so far as practicable, in order to identify such Materials and Parts as belonging to CEC ;
- 4 property in the Materials and Parts (including but not limited to supplies received by us from a third party for incorporation in the Materials and Parts) is vested absolutely in us and the Materials and Parts are free from all Security Interests, encumbrances, charges or third party rights of any kind and we are able to pass title to CEC in the Materials and Parts;
- 5 the Materials and Parts are in every respect in accordance with the requirements of the Infraco Contract;
- 6 the Materials and Parts shall at all times after the date of this Certificate be insured by tie by way of the OCIP Insurances taken out and maintained in full force and effect by tie for the required term;
- 7 the Materials and Parts can be inspected at the Premises at any time upon reasonable notice by tie, CEC or by their duly authorised agents; and
- 8 we shall not, except for use on the Infraco Works, remove or cause or permit the Materials or Parts to be moved or removed from the Premises.

We declare that property in the Materials and Parts shall unconditionally vest in CEC in accordance with the provisions of the Minute of Variation upon receipt of the payment referred to above.

EDINBURGH TRAM NETWORK-INFRAACO CONTRACT

We acknowledge our obligations pursuant to Clause 102.2.1 of the Infraco Contract insofar as they relate to the Materials and Parts.

Nothing contained in this Certificate or the Infraco Contract or any payment that may be made to us in respect of the Materials or Parts shall be taken as any approval by tie, CEC or by their duly authorised agents that the Materials or Parts are in accordance with the Infraco Contract.

We Siemens plc of Faraday House, Sir William Siemens Square, Frimley, Camberley, GU16 8QD, England engaged under a contract ("Infraco Contract") dated 08 May 2008 by tie Limited for and on behalf as an operating company of City of Edinburgh Council in consideration of the payment to us of [] by tie warrant that the statements made in provisions 1 to 8 above are true and correct and that all the actions referred to have been taken.

Executed for and on behalf of Siemens PLC

Authorised Signatory

Full Name

Dated

.....

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[Signature]

EDINBURGH TRAM NETWORK-INFRACO CONTRACT

SCHEDULE 1

SCHEDULE OF MATERIALS AND PARTS

The Material and Parts are detailed herein in sheet reference [INSERT REFERENCE]

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PART 7
CHANGE PROCEDURE

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Schedule Part 7: Change Procedure

Change Procedure

- 1.1 In respect of all Changes to the Prioritised Works tie shall serve a tie Notice of Change upon Infraco setting out in reasonable detail to enable Infraco to provide its Prioritised Works Estimate.
- 1.2 Upon receipt of the tie Notice of Change Infraco shall as soon as practicable provide its Prioritised Works Estimate.
- 1.3 The Parties shall seek to agree the time and cost implications of the proposed Change as soon as reasonably practicable including agreement of any impact upon the Prioritised Works Programme and required extension of time to the date or dates for completion of the Prioritised Works or any part thereof. Where the time and/or cost aspects are not agreed the Certifier shall make a reasonable interim assessment of the extension of time award in respect of the Prioritised Works Programme.
- 1.4 Notwithstanding the absence of agreement of the Infraco's Prioritised Works Estimate in respect of the proposed Change Infraco shall be required to proceed with the proposed Change upon receipt of a tie Change Order in advance of agreement or determination of the Prioritised Works Estimate. Further, the Infraco shall be required to proceed with the proposed Change upon receipt of a tie Change Order in advance of the provision of an Prioritised Works Estimate where considered necessary by tie.
- 1.5 tie shall be permitted to instruct Infraco to continue with any works which are the subject of a Change prior to agreement of the Prioritised Works Estimate or issue of a tie Change Order in respect of such works.
- 1.6 Pending agreement or determination of the Prioritised Works Estimate tie shall pay Infraco on an interim on account basis such sums as shall be assessed as being fair and reasonable by the Certifier. Further, where the programme implications of the Change are not agreed the Certifier shall make a reasonable interim assessment of the extension of time award in respect of the Prioritised Works Programme.
- 1.7 The Parties acknowledge that the Certifier shall value the Change as follows:
 - a) by measurement and valuation at the rates and prices for similar work in Appendix F to Schedule Part 4 (Pricing) of the Infraco Contract as the case may be in so far as such rates and prices apply;
 - b) where such rates and prices do not apply, by measurement and valuation at rates and prices deduced therefrom insofar as it is practical to do so;
 - c) where such rates and prices do not apply and it is not practicable to deduce rates and prices therefrom, by measurement and/or valuation at fair rates and prices in accordance with Appendix G Schedule Part 4 (Pricing) of the Infraco Contract;

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Schedule Part 7: Change Procedure

For the avoidance of doubt a) to c) above are not applicable to the valuation of tie Changes in respect of Systems and Trackwork and any such part of the Prioritised Works Estimate relating to Systems and Trackwork, including preliminaries, shall be valued by way of actual cost and or Prioritised Works Estimated actual cost.

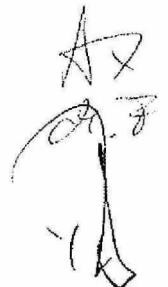
1.8 In respect of a valuation of any work under paragraph 1.7 above, tie shall apply head office overheads and profit percentages as follows:

- | | | |
|----|-------------------------|-----|
| a) | Civil Engineering works | 10% |
| b) | Systems and Track works | 17% |

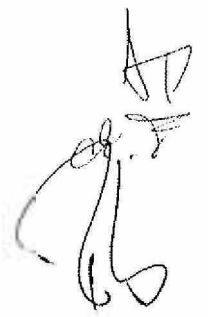
Site related overheads (preliminaries) shall be valued and added as follows:

- a) 7.4% to be added to the net valuation of the Change to cover the consortium preliminaries.
- b) 17.5% to be added to the net valuation of the Change to cover any other preliminaries with regard to any Change associated with Civil Engineering Works, provided that this calculation shall in no case apply to Systems and Trackwork or claims for other preliminaries in relation to prolongation costs arising from extensions of time or delay.

1.9 As soon as the Prioritised Works Estimate has been agreed or determined, tie shall issue a tie Change Order to Infracore reflecting the same.



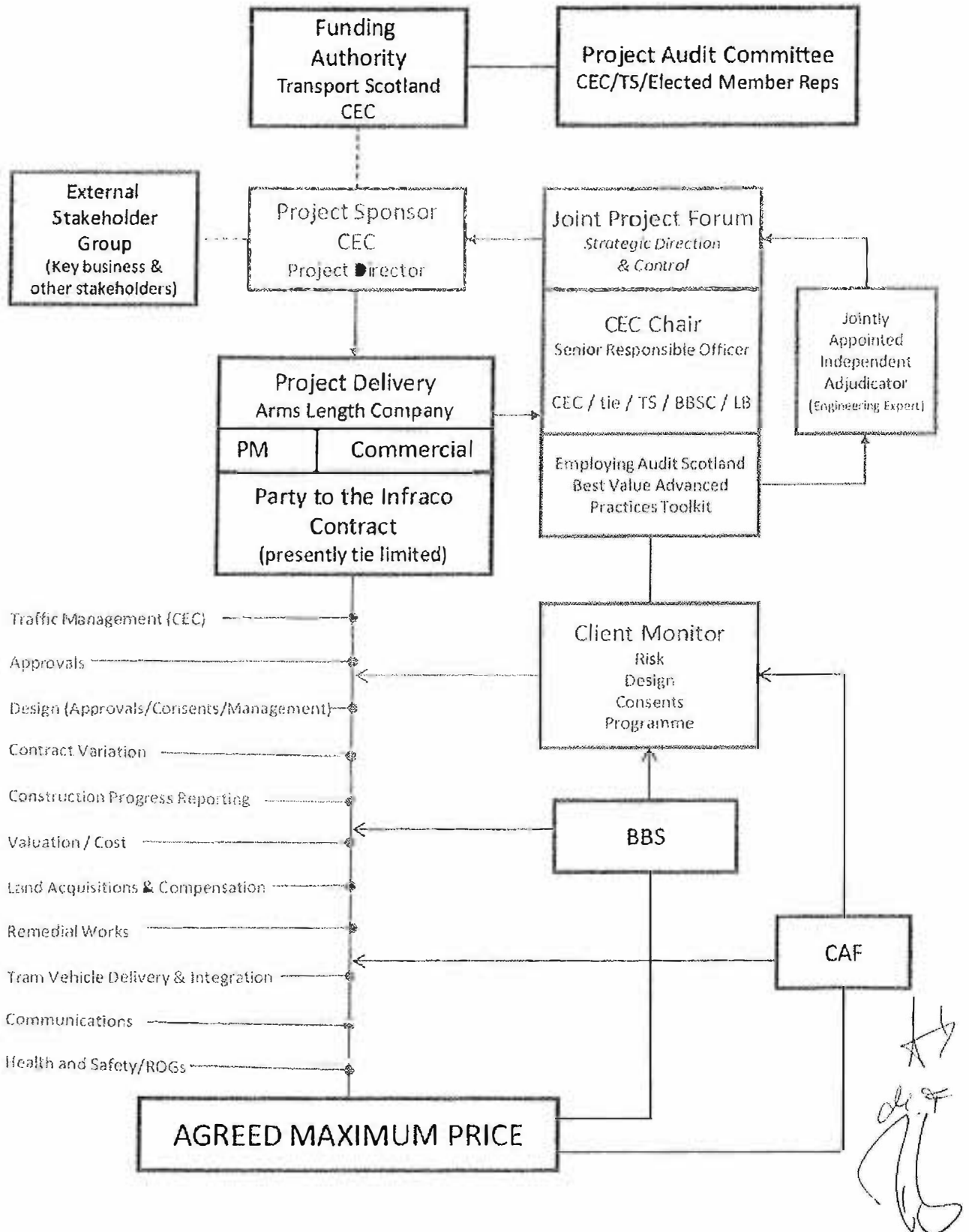
PART 8
GOVERNANCE STRUCTURE

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Governance Structure: Airport to St Andrew Square

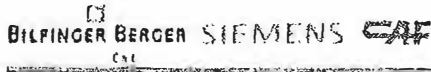
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PART 9
INTERDISCIPLINARY DESIGN CHECK PROCEDURE

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BSC Project Specific Procedure – Design Assurance Statement (DAS) & Interdisciplinary Design Check (IDC)

BSC Consortium				
Position	Date	Approval		
BSC Project Director	14/04/2011			
BSC Deputy Project Director	14/04/2011			
Inter Discipline Checking Process				
	Name	Position	Date	Signatures
Checked by (Siemens)	Michael Wilken	System Engineering Manager	14/04/2011	
Reviewed by (CAF)	Antonio Campos	CAF Project Director	14/04/2011	
Checked by (BB)	Oliver McLoughlin	Quality Manager	14/04/2011	
Author	Stefan Rotthaus	Civil Eng. Manager	14/04/2011	
Document History				
Rev.	Issue Date	Description of Change	Author	
A	02/09/2009	First Issue	Stefan Rotthaus	
B	14/04/2011	Second Issue	Stefan Rotthaus	

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REVISION	SUMMARY OF CHANGES	
	REFERENCE	DESCRIPTION
A	N/A	FIRST ISSUE
B		Process amended

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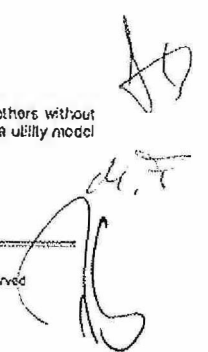


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1 INTRODUCTION

This document defines the requirements on the Design Assurance Statement (DAS) and the Interdisciplinary Design Check (IDC) as part of the overall Design Management Plan and its relation to the Interface Management Process.

1.1 SCOPE

The DAS of the civil designer for each section, the DAS of the E&M systems and tram designer for each of the lots / disciplines (Appendix 1) as part of the Generic Integration Approach (Appendix 2) will form the basis for the IDC and the overall BSC DAS (Appendix 3).

The process for the DAS and IDC is shown in Appendix 5.

The DAS of the lots / disciplines will be provided after the relevant design is completed. The main purpose of the IDC procedure is to ensure that the design of the system meets the requirements on functionality, performance and safety it is intended for and as defined in the Employer's Requirements.

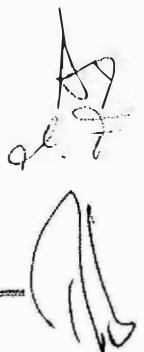
While the Interface Management Process is an ongoing process over the complete design stage (Appendix 2), the IDC is the final check and confirmation, that the design is fully integrated. With the BSC DAS (Appendix 3) BSC confirms that the design is fully integrated and the IDCs have been performed in an appropriate manner.

1.2 DEFINITIONS

N/A

1.3 REFERENCES

Design Management Plan (BSC/25.1.201/DMP/001),
Interface Management Procedure (ETN(SPM\$Q&ADB#050151 Revision B)



2 IDC - PROCESS

2.1 GENERAL

The BSC Generic Integration Approach and IDC Process, in accordance with this procedure, are shown in Appendix 2 and 5 respectively.

The Interface Management Process takes place during the design process, making each of the disciplines aware of specific requirements of other disciplines. Design documents, and the DAS of the relevant disciplines will form the basis for the required IDC as part of the overall BSC DAS. (Refer Appendix 2 for Interface Management Process)

The basic requirement for performing the IDC is a frozen design status. In the event amendments to the design or drawings are required due to the results of the IDC workshop or other minor design changes, these amendments have to be documented in an appropriate way. Details for this documentation are defined by the documentation management.

The System Integration Manager (SIM) will invite participants to and prepare the IDC workshop, which will be performed as a "walk-through" of the designs for the relevant geographical sections based on the design documents and drawings. The findings from the workshop and results gained from previous workshops will be used to ensure that the design of neighbouring sections is consistent and fulfils the overall requirements.

Within the workshop performed per section, the representative of the disciplines will ensure and confirm that the design and the DAS performed on subsystem basis, meets the specific requirements of the relevant section of the ETN system.

Findings of the IDC will be documented in the IDC report and referred back for action (Refer Appendix 5). A special check will take place on the relevance of the reported items in respect to a potential application for other sections or the overall system. By signing the IDC Certificate each of the discipline's representatives will confirm this specific cross-check and the conclusions gained during this walk-through approach (Refer Appendix 4 for example IDC Certificate).

After the IDC is carried out, the BSC DAS (Appendix 3) will be prepared and issued to the Client for information.

2.2 RESPONSIBILITIES

SYSTEM INTEGRATION MANAGER

The System Integration Manager (SIM) will coordinate the IDC process and will ensure it is conducted to programme.

The SIM will take particular responsibility for controlling the overall design workflow for system wide designs and is responsible for planning and initiating the system wide IDCs and ensuring that the relevant disciplines partake at the appropriate time and complete their IDCs to programme.

The SIM is the owner of this document. The SIM will liaise with Civil Engineering Manager, Systems Engineering Manager and the Tram Technical Manager regularly. The SIM will ensure that the overall design coordination and review process is working efficiently so that IDC can be initiated as and when required.

The SIM will ensure that the IDCs are of the required technical standard and that the appropriate representatives of the disciplines take part in the IDC.

Further responsibilities of the SIM can be summarised as follows:

- Ensure that the required IDC milestones are considered in the programme
- Ensure that DAS of lots / disciplines and other preparations for IDC are in place
- Invites lots / disciplines required to IDC meeting
- Convene and chair IDC meetings
- Ensure that design input gained in IDC workshops will be transferred into other IDC workshops
- Prepare IDC report
- Issue IDC report and final DAS

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APPENDIX 1: DESIGN ASSURANCE STATEMENT LOTS / DISCIPLINES

BSC Infracore for
ETN, Edinburgh Tram Network

BSC Design Assurance Statement (Sub system)
LINUSCSN1&A610054192
Revision A, Date 2010/07/29
Page 1 of 21

Design Assurance Statement for design package:

**Subsystem / discipline:
Communications (COM)
Section(s): linewide**

BSC Communications				
	Name	Department	Date	Agree
	BSC General Product Director		2010/7/29	[Signature]
	BSC Deputy Project Director		2010/7/29	[Signature]

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	Name	Department	Date	Signature
Reviewed by	Michael Wilson	Systems Engineering Manager	2010/07/29	[Signature]
Checked by	Jose V. Kaver	Quality Manager	2010/07/29	[Signature]
Checked by	John Riley	System Assurance Manager	2010/07/29	[Signature]
Author	Tony Wright	COM Project Manager	2010/07/29	[Signature]

Document History		
Rev	Issue Date	Description of Change
A	2010/07/29	Initial Issue

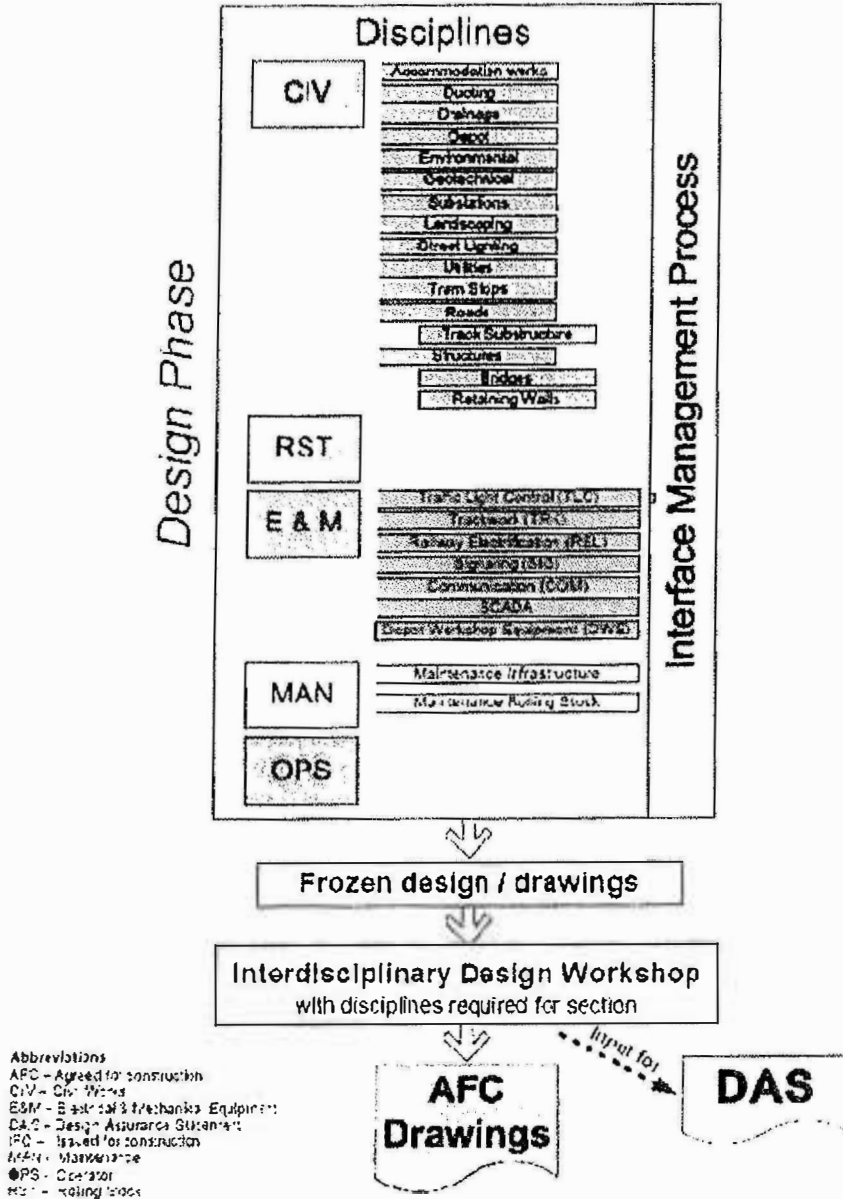
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APPENDIX 2: GENERIC INTEGRATION APPROACH

BSC – Generic Integration Approach



Abbreviations
 AFC – Agreed for construction
 CIV – Civil Works
 E&M – Electrical & Mechanical Equipment
 DAS – Design Assurance Statement
 IPC – Issued for construction
 MAN – Maintenance
 OPS – Operator
 RST – Retaining Walls

APPENDIX 3: BSC - DESIGN ASSURANCE STATEMENT

Design Assurance Statement

Integrated DAS

Section 6A

BSC Consortium		
	Date	Agreed
BSC General Project Director	2010/ /	
BSC Deputy Project Director	2010/ /	

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	Name	Department	Date	Signature
Checked by	Stefan Rothaus	Civils Engineering Manager	2010/ /	
Checked by	Michael Wilken	Systems Engineering manager	2010/ /	
Checked by	Jason Chandler	BDS Project Manager	2010/ /	
Checked by	Alejandro Urriza	CAF Project Manager	2010/ /	
Author	John Riley	System Assurance Manager	2010/ /	

Document History			
Rev	Issue Date	Description of Change	Author
A	2010/07/20	First Issue	

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Integrated DAS Section 6A - Part A - E date
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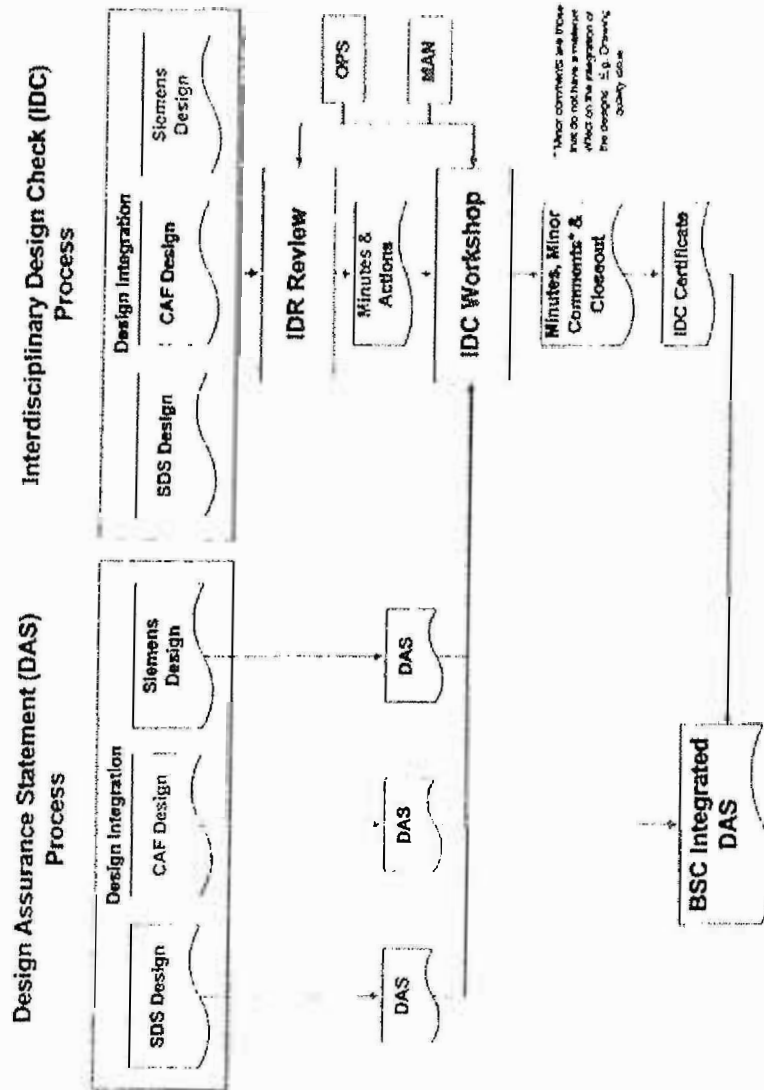
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John Riley



APPENDIX 5: IDC PROCESS



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PART 10
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