

EDINBURGH TRAM NETWORK

CORE INDEMNITY PROVISIONS

- Generally the Infraco must indemnify **tie** and CEC from all losses incurred as a result of a breach of the Infraco Contract by the Infraco or negligent or wilful acts of the Infraco. This includes where the breach or negligence causes:
 - death or injury;
 - damage to property or to the Infraco Works;
 - infringement of third party IPR;
 - causing **tie** or CEC to breach any law, consents, third party agreements or undertakings entered into prior to the date of the Infraco Contract;
 - causing **tie** or CEC to breach the Network Rail Asset Protection Agreement, the DPOFA or the Tram Inspector Agreement.
- The Infraco also has a specific obligation to indemnify **tie** in respect of any losses suffered resulting from the adverse impact of the Infraco Works in respect of the property interests, liabilities or statutory obligations of Forth Ports and Stakis.
- The Infraco is wholly responsible to **tie** for any actions or omissions of its employees, agents, advisers and sub-contractors.
- **Principal Exclusions:**
 - any act or omission of **tie** or CEC is the cause of such death, injury or damage to property;
 - proportion of loss caused by **tie**/CEC;
 - indirect losses they suffer by reason of Infraco breach or negligence, but indirect losses claimed by a third party are carved out of this prohibition. Infraco would therefore be liable to indemnify **tie**/CEC against a claim for lost revenue asserted by a business adversely affected by Infraco's breach.
- **Third Party Agreements**
 - in relation to selected major commercial agreements concluded by CEC/**tie** with third parties, the Infraco is obliged to carry out certain works and delegated functions. These obligations are specified within the Infraco Contract itself. With regard to all other third party undertakings and commitments the Infraco undertakes not to put **tie** in breach of these but to the extent any commitment could not reasonably have been foreseen by an experienced contractor, the Infraco will be entitled to relief (time/money) if there is an adverse effect on its programme or construction methodology