

SECONDMENT TO TIE LIMITED

Position	[Acting] Commercial Director reporting to Executive Chairman.
Job Function	<p>Overall management responsibility for the commercial and contractual aspects of the Edinburgh Tram Network to include:</p> <ul style="list-style-type: none">• the negotiation, close and award of the Edinburgh Tram Network Contract suite and direction of the tie procurement team;• the commercial management of the Infraco and MUDFA Contracts post Infraco award and the DPOFA during the initial phase of project implementation;• supporting tie's strategic and financial functions at Board level in relation to project funding arrangements;• reporting periodically to the Tram Project Board and CEC on outcomes and progress;• interface with TEL regarding migration of operational responsibility for the Edinburgh Tram Network post testing and commissioning;• in conjunction with tie's Engineering and Procurement Director, oversight of tie's key consultancy appointments underpinning project procurement and implementation;• the instruction of external advisers (legal and insurance) supporting tie's delivery programme and control of appropriate resource and budgets;• development of an agreed succession plan to dovetail with the implementation phase post Contract Award;
Term of Appointment	[◆] October 2007 to [◆] June 2008, extendable on one month's prior notice by a maximum of three months.
Fee	<p>Monthly fee (exclusive of VAT) payable against invoice (on standard DLA Piper terms) submitted on [◆] every month calculated as:</p> <p>(1) 21 days x £1,600.00 per standard 8 hour day = £33,600.00</p> <p>(2) 15% monthly uplift to compensate for loss of resource, disruption, handover and fallow period on return to DLA Piper = £5,040.00</p> <p>Total monthly fee = £38,640.00</p> <p>Total expected fee (exclusive of VAT) for nine month secondment period = £347,760.00</p> <p>Time to be audited monthly to verify any period spent in excess of 168 hours per month. Consistent excess to be reflected in agreed reasonable additional payment.</p>

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Conditions	<ul style="list-style-type: none">• ASF to be seconded by tie;• tie to provide all office access accommodation, PC, network connection and communications, secretarial support, blackberry and mobile;• All travel insurance, business travel and related subsistence to be covered by tie;• ASF to have discretion to have four complete days a month on DLA Piper business;• ASF to identify and report any potential conflict of interest;• ASF to be permitted to continue on any client work/presentations/business development initiatives with DLA Piper at his discretion;• ASF personal liability as a director/employee of tie to be covered for all purposes by tie's insurance.
Early Termination	In the event of early termination by tie at any time for any reason (other than termination for default), tie will pay a cancellation charge of two months' fee within 30 days.
Formalities	Secondment to be formalised in written agreement under Scots Law. Terms to be proposed by DLA Piper for tie approval.