

MEMORANDUM OF UNDERSTANDING BETWEEN:

tie, TEL, CEC and the Utility, relating to ongoing control measures against the undesirable effects of stray traction current emanating from the Edinburgh Tram Network.

IT IS HEREBY AGREED AS FOLLOWS:

1. **tie**, TEL and CEC shall ensure that the design of the Edinburgh Tram Network includes adequate stray traction current protective measures to ensure that the levels of stray traction current experienced by the Utility are within the Agreed Limits from the time of commissioning the traction power supply system.
2. **tie**, TEL and CEC shall ensure that appropriate maintenance and operational procedures are in operation to ensure that the levels of stray traction current experienced by the Utility are within the Agreed Limits from the time of commissioning the traction power supply system.
3. During the operational life of the Edinburgh Tram Network, **tie**, TEL and CEC shall ensure that the stray traction current protective measures are maintained such that the levels of stray traction current experienced by the Utility remain within the Agreed Limits. **tie**, TEL and CEC shall at its reasonable costs and expenses supply the Utility with such evidence as is reasonably necessary to demonstrate that they have complied with this obligation.
4. **tie**, TEL and CEC shall pay the reasonable, demonstrable and direct costs and expenses in respect of test equipment and specialist test personnel utilised by themselves when necessary to validate the ongoing effectiveness of the system procured by themselves to control stray traction currents from the Edinburgh Tram Network to within the Agreed Limits.
5. The Utility shall allow safe access to test sites on the Apparatus as required by **tie**, TEL and CEC. Any reasonable and demonstrable costs associated with such access shall be paid by **tie**, TEL and CEC who shall use reasonable endeavours not to adversely affect the continuity of the business of the Utility when accessing the test sites on the Apparatus.
6. **tie**, TEL and CEC will only consider claims for the rectification of damage caused by corrosion of the Utility's apparatus which demonstrably are a direct result of unconstrained and excessive stray traction current which is above the Agreed Limits and which is emanating from the Edinburgh Tram Network.
7. In this Memorandum of Understanding, the defined term, "Agreed Limits", shall mean those limits set out in British Standard BS EN 50162:2004, section 6, table 1.

*Source: A Glazebrook
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