



EDINBURGH TRAM NETWORK

ANALYSIS OF THE INTER-RELATIONSHIP AND CONTENT OF THE CONTRACTUAL PROVISIONS WITHIN THE KEY CONTRACTS

LAST UPDATED: 31 MAY 2006

Clause	Infraco	MUDFA	SDS	DPOFA	JRC	Tram Co (Tram Supply Agreement)	Tram Co (Tram Maintenance Agreement)	Commissioning Services Agreement ("CSA")	CEC Roads Demarcation Agreement ("RDA")
PART 1 - PRELIMINARY MATTERS									
Parties	tie/Infraco	tie/MUDFA Contractor	tie/SDS Provider	tie/Transdev Edinburgh Tram Limited ("TETL")	tie/JRC	tie/Tram Co	tie/TramCo	TETL/Infraco	CEC/tie/Infraco
Form of Contract	Bespoke	Bespoke based on ICE 7th	Bespoke based on tie Standard Terms and Conditions	Bespoke	Bespoke based on tie Standard Terms and Conditions	Bespoke	Bespoke	Bespoke	Bespoke
Contract Commencement	July 2007 subject to satisfaction of conditions precedent (e.g. executed Novation Agreements for SDS and Tram Co , executed CSA and executed CEC RDA)	Pre-construction - August 2006 Construction - March 2007	19 September 2005	14 May 2004	6 September 2005	23 April 2007 for performance of Pre- Works Development Services, 1 October 2007 for commencement of Tram manufacture (in each case subject to satisfaction of CPs)	[1 October 2007] subject to satisfaction of conditions precedent - maintenance obligation commences on end of shadow running	July 2007	Date of Service Commencement (tbc)
Contract Duration	3 years construction + 6 years maintenance. Mandatory variant periods of 15 years and 30 years maintenance will also be supplied during the Tender period	18 months + 5 years defects liability from the date of the last Certificate of Substantial Completion	Approximately 3 years + defects liability period under the Infraco Contract	15 years + up to 5 year option to extend	Until 30 June 2016 with a 3 year option to extend	Tram Supply - same as Infraco. Warranty duration of up to 10 years, spare parts supply up to 30 years	6 years, or could be 15 or 30 years on variant bids.	Until Service Commencement Date	X (will mirror Infraco Contract)
External Funding	X	X	X	X	X	X	X	X	X
PART 2 - PRINCIPAL OBLIGATIONS									
Design of the Edinburgh Tram Network	✓	X	✓	X	X	X	X	X	✓ (UTC System)

Clause	Infraco	MUDFA	SDS	DPOFA	JRC	Tram Co (Tram Supply Agreement)	Tram Co (Tram Maintenance Agreement)	Commissioning Services Agreement ("CSA")	CEC Roads Demarcation Agreement ("RDA")
Delivery of Works on basis of Design of ETN (other than Identified Utilities Diversion Works)	✓	X	X	X	X	X	X	X	X
Design of Identified Utilities Diversion Works	X	X	✓	X	X	X	X	X	X
Delivery of Identified Utilities Diversion Works	✓ (Network Rail Apparatus only)	✓	X	X	X	X	X	X	X
Design and Delivery of Trams	✓	X	X	X	X	✓	X	X	X
Provision of Tram Drivers	X	X	X	✓	X	X	X	✓	X
Operation of Edinburgh Tram Network once Built	X	X	X	✓	X	X	X	X	X
System Integration	✓	X	✓	X	X	✓	X	X	✓ (to the extent of UTC adaption)
Maintenance of Trams	✓	X	X	✓ (basic mop + bucket)	X	✓ (warranty works and snagging only)	✓	X	X
Maintenance of Infrastructure	✓	X	X	X	X	X	X	X	[✓]
Maintenance of the Public Highway	✓	X	X	X	X	X	X	X	✓
Transport Modelling and Revenue Projection	X	X	X	X	✓	X	X	X	X
PART 3 - STANDARDS OF PERFORMANCE									
Quality management systems	✓	✓	✓	✓	✓	✓	✓	✓	✓
Functional Specifications and Technical Specifications	✓	X	✓	X	X	✓	✓ (maintenance specification)	X	X
Design Manual	✓	✓	✓	✓	X	✓	X	X	X
Tram Legislation	✓	✓	✓	✓	✓	✓	✓	✓	✓
Parliamentary Undertakings	✓	✓	✓	X	X	✓	X	X	X
Law and Consents	✓	✓	✓	✓	✓	✓	✓	✓	✓
Code of Construction Practice	✓	✓	✓	X	X	✓ (to extent relevant)	X	✓ (in so far as it relates to provision of CSA Services)	✓
Good Industry Practice	✓	✓	✓	✓	✓	✓	✓	✓	✓
Code of Maintenance Practice	✓	X	X	X	X	X	✓	X	[X]

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Best Value	✓	✓	✓	✓	✓	✓	✓	✓	✓
So as not to wilfully detract from the image and reputation of tie, TEL, CEC or SE	✓	✓	✓	✓	✓	✓	✓	✓	✓
So as not to be injurious to person or property	✓	✓	✓	✓	✓	✓	✓	✓	✓
So as to minimise disruption to the City of Edinburgh	✓	✓	✓	X	X	X	X	✓	✓
Environmental statements and other applicable environmental requirements	✓	✓	✓	✓	X	✓	✓	✓	✓
PART 4 - ANCILLARY OBLIGATIONS									
Where any Background Information is provided by tie, Consultant/Contractor/Operator required to satisfy itself as to terms (tie gives no warranty)	✓	✓	✓	✓	✓	✓	✓	[✓]	✓
Liaison with relevant parties	✓	✓	✓	✓	✓	✓	✓	✓	✓
Requirement to co-operate with contract counterparty re mitigation, open book accounting, avoid unnecessary complaints etc	✓	✓	✓	✓	✓	✓	✓	✓	✓
Requirement to notify of any abortive work	✓	✓	✓	X	✓	X	X	X	X
Project Partnering Approach	✓	X	X	✓	X	[✓]	[✓]	[✓]	X
Health and Safety Issues	✓	✓	✓	✓	X	✓	✓	✓	✓
tie Control over any changes to Sub-Contractors	✓	✓	✓	✓	✓	✓	✓	X	✓
Changes in Corporate Control	✓	✓	✓	✓	✓	✓	✓	X	X
Provision of Drawings, Manuals, Deliverables etc.	✓	✓	✓	✓	✓	✓	✓	✓	X
Provision of Spares and Special Tools	✓	X	X	X	X	✓	✓	X	X
PART 5 - DESIGN									
Full Design Review Process	✓	✓ (relating to deliverables)	✓	X	✓	✓	X	X	✓ (UTC)
Design Input Process and Sign-Off from Utilities	X	✓	X	X	X	X	X	X	X

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Development of Functional and Non-Functional Requirements Specifications	X	X	✓	X	X	X	X	X	X
Maximisation of construction productivity	✓	X	✓	X	X	X	X	X	X
No prohibited materials	✓	X	✓	X	X	✓ (restrictions on materials used)	X	X	X
Design Gateway Process	X	✓ (relating to pre-construction/ construction)	✓	X	X	X	X	X	X
PART 6 - CONSTRUCTION									
Public Liaison during Construction	✓	✓	X	X	X	X	X	X	✓
Inspection and Access to the Works	✓	✓	X	X	X	✓	✓	[✓]	✓
Requirement to maximise Construction Productivity	✓	✓	X	X	X	X	X	X	✓
Requirement not to use (or specify for use) any prohibited materials	✓	✓	✓	X	X	✓ (restrictions)	✓ (restrictions)	X	✓
Compliance with CDM Regulations	✓	✓	✓	X	X	X	X	X	✓
New Roads and Street Works Act	✓	✓	X	X	X	X	X	X	✓
Accommodation/Reinstatement Works	✓	✓	X	X	X	X	X	X	X
PART 7 - CERTIFICATION AND COMMISSIONING									
Milestone Completion Certificates	✓	✓	✓	X	X	✓	X	[✓]	X
Commissioning Procedure	✓	✓	X	✓	✓	✓	X	✓	✓
Commissioning by Utilities	X	✓ (partial)	X	X	X	X	X	X	X
Health and Safety Inspection	✓	X	X	✓	X	✓	X	✓	X
Snagging	✓	✓	X	✓	X	✓	X	X	X
PART 8 - OPERATIONS									
Timetable	X	X	X	✓	X	X	X	X	X
Publication of Information on the System	X	X	X	✓	X	X	X	X	X
Special Events	X	X	X	✓	X	X	X	X	X
Fare Setting	X	X	X	✓	✓	X	X	X	X

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Integrated Ticketing	X	X	X	✓	X	X	X	X	X
System Byelaws	X	X	X	✓	X	X	X	X	X
Service Performance Monitoring	X	X	X	✓	X	X	X	X	X
Advertising	X	X	X	✓	X	X	X	X	X
Collection of Fare Revenue	X	X	X	✓	X	X	X	X	X
Reset of Costs and Target Revenues	X	X	X	✓	✓	X	X	X	X
PART 9 - MAINTENANCE									
Maintenance of the Trams	✓	X	X	✓ (cleaning of trams)	X	✓ (warranty only)	✓	X	X
Maintenance of the Highway	X	X	X	X	X	X	X	X	✓
Maintenance of the Infrastructure and Systems	✓	X	X	✓ (Tramstop - cleaning)	X	X	X	X	✓
Lifecycle Replacement/Planned Maintenance	✓	X	X	X	X	X	✓ (only for longer term contract variants)	X	[✓]
Reactive Maintenance	✓	X	X	✓	X	X	✓	X	✓
Performance Monitoring	✓	X	X	✓	X	✓	✓	X	[✓]
Step-In Rights	✓	✓	X	✓	X	✓	✓	X	[✓]
PART 10 - OBTAINING OF CONSENTS AND TRAFFIC REGULATION ORDERS									
Planning	✓	X	✓	X	X	X	X	X	X
Traffic Regulation Orders	[✓]	X	✓	X	X	X	X	X	X
Temporary Traffic Regulation Orders	[✓]	✓ (assist only)	✓	X	X	X	X	X	[X]
Other Necessary Consents and Licences	✓	✓	✓	✓	X	✓	✓	✓	✓
PART 11 - PROGRAMME									
Compliance with Programme	✓	✓	✓	✓	✓	✓	✓	✓	✓
Advance warning of delay	✓	✓	✓	✓	✓	✓	[✓]	✓	✓
Liquidated Damages	✓	✓	X	X	X	✓ (for weight and delay)	X	[✓]	X
Defects Liability Period	6 years	5 years	X	X	X	[2, 6 or 10 years depending upon part]	X	X	X

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P3e	✓	✓	✓	X	✓	✓	X	X	X
Sector/Sub-Sector Phasing	X	✓	✓	X	X	X	X	[✓]	X
PART 12 - INTERFACES									
CEC as Roads Authority	✓	✓	✓	✓	X	X	X	X	X
CEC as Planning Authority	✓	✓	✓	X	X	X	X	X	X
CEC (Fares Policy and Ticketing)	X	X	X	✓	✓	X	X	X	X
BAA	✓	✓	✓	✓	X	X	X	X	X
Network Rail	✓	✓	✓	✓	X	[X]	[X]	X	X
First Scotrail	✓	X	✓	✓	X	X	X	X	X
SDS Provider	✓	✓	X	X	✓	✓	✓	X	X
JRC	X	X	✓	✓	X	X	X	X	X
The Operator	✓	X	✓	X	✓	✓	✓	✓	X
Transport Operators	X	X	X	✓	X	X	X	X	X
TSS Provider	✓	✓	✓	X	X	✓	✓	X	X
MUDFA Contractor	✓	X	✓	X	X	X	X	X	X
Infraco	X	✓	✓	✓	X	✓	✓	X	X
Tram Co	✓	X	✓	✓	X	✓ (in capacity as Tram Maintainer)	✓ (in capacity as Tram Supplier)	✓	X
Utilities	✓	✓	✓	✓	X	X	X	X	X
Non-Commercial Third Parties	✓	✓	✓	✓	X	X	X	X	X
Commercial Third Parties	✓	✓	✓	✓	X	X	X	X	X
Members of the Public	✓	✓	X	✓	X	X	[X]	X	✓
PART 13 - PERSONNEL									
Key Personnel	✓	✓	✓	✓	✓	✓	✓	X	X
Appropriately Qualified Personnel	✓	✓	✓	✓	✓	✓	✓	✓	✓

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TUPE Issues	✓	X	X	✓	X	X	✓ (at end of contract only)	[✓]	X
Authorised Representatives	✓	✓	✓	✓	✓	✓	✓	✓	✓
PART 14 - LAND									
Requirement to comply with notified title conditions	✓	✓	✓	X	X	X	X	[✓]	X
Licence to Occupy land/Provision of Land Consents	✓	✓	X	✓	X	✓ (depot and commissioning)	✓ (depot and vehicle recovery)	X	X
Ability to request provision of additional land if required	[✓]	X	X	X	X	X	X	X	X
Requirement to accept ground condition risk (as relevant to contract)	✓	✓	✓	X	X	X	X	X	X
Access Rights and Wayleaves	✓	✓	✓	X	X	X	X	X	X
PART 15 - PAYMENT PROVISIONS									
Lump Sum Milestone Payments	✓	✓	✓	X	✓	✓	X	[✓]	[✓]
One-Off Lump Sum Payments	X	X	✓	X	✓	X	X	[✓]	X
Payment on a Consultancy Rates Basis	X	X	✓	✓	✓	X	X	X	X
Leasing Payments	X	X	X	X	X	X	X	X	X
Bills of Quantities	[✓]	✓	X	X	X	X	X	X	[✓]
Availability Payment with deductions for poor performance	✓	X	X	X	X	X	X	✓	X
Target Operating Costs	X	X	X	✓	X	X	X	X	X
Target Revenues	X	X	X	✓	X	X	X	X	X
Fixed Operating Costs	[✓]	X	X	✓	X	X	X	X	X
Vision Achievement Incentive	X	X	X	✓	X	X	X	X	X
Value Engineering Incentive	X	✓	X	X	X	X	X	X	X
Interest	✓	✓	✓	✓	✓	✓	✓	✓	✓
Set-Off	✓	✓	✓	✓	✓	✓	✓	✓	✓
VAT	✓	✓	✓	✓	✓	✓	✓	✓	✓
Taxation	✓	✓	✓	✓	✓	✓	✓	✓	✓
Mitigation and Cost Management	✓	✓	✓	✓	✓	✓	✓	✓	✓

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Early Completion Bonus	[✓]	✓	X	X	X	X	X	X	X
Acceleration Payment	[✓]	✓	X	X	X	X	X	X	X
[Any other Incentivisation]	[✓]	✓	✓	X	X	X	X	[✓]	X
PART 16 - INSURANCES									
Professional Indemnity Insurance	£10,000,000	£10,000,000	£10,000,000	£10,000,000	£10,000,000	£10,000,000	X	X	X
Third Party Liability Insurance	OCIP	OCIP (£10,000,000 pre-construction requirement tbc)	£5,000,000	£5,000,000	£5,000,000	OCIP	OCIP	[OCIP]	[✓]
Employers Liability Insurance	£10,000,000	£10,000,000	£10,000,000	£10,000,000	£10,000,000	£10,000,000	£10,000,000	[✓]	[✓]
Contractor's Plant Insurance	The value of the plant and equipment	The value of the plant and equipment	X	X	X	X	X	[✓]	[✓]
Comprehensive motor insurance	✓	✓	X	X	X	✓	✓	X	X
Directors and Officers Liability	£10,000,000	X	X	X	X	£10,000,000	£10,000,000	X	X
Property Damage Insurance (Pre- delivery/business interruption-premises risks/marine cargo)	X	X	X	X	X	Contract price/ full reinstatement value (whichever is the greater)	Full reinstatement value	X	X
Public and Products Liability	X	X	X	X	X	£100m	£100m		
Contractors All Risks Insurance	OCIP	OCIP	X	X	X	X	X	[OCIP]	X
Products Liability	OCIP	OCIP	X	£50,000,000	X	OCIP	OCIP	X	X
Insurance to cover working on BAA Land	£50,000,000	£50,000,000	£50,000,000	X	X	X	X	£50,000,000	X
Insurance to cover working on Network Rail Land	£155,000,000	£155,000,000	£155,000,000	X	X	✓	✓	£155,000,000	X
PART 17 - COLLATERAL WARRANTIES, BONDS AND GUARANTEES									
Collateral Warranties	✓	✓	✓	X	X	✓	✓	✓	✓
Parent Company Guarantee	✓	✓	✓	X	X	✓	✓	X	X
Retention Bond	X	✓ [£1,500,000]	✓ [3% of Contract Value]	X	X	✓ (for reliability) (5% of Contract Value)	X	X	X
Performance Bond	✓ [£30,000,000]	✓ [£10,000,000]	X	✓ £5,000,000	X	X	X	X	X

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Maintenance Bond	✓ [£10-15m]	X	X	X	X	✓	X	X	X
Redelivery condition cash retention	X	X	X	X	X	X	✓	X	X
Joint and Several Liability Agreement	X	X	✓	X	✓	X	X	X	X
Any other form of guarantee, bond etc.	X	X	X	X	X	✓	X	X	X
PART 18 - WARRANTIES AND LIABILITY									
Corporate Warranties	✓	✓	X	✓	X	✓	✓	X	X
Indemnities from tie/Employer	X	X	X	X	X	X	X	✓	X
Indemnities from the Contractor/Operator/Consultant	✓	✓	✓	✓	✓	✓	✓	✓	✓
Cap on Liability	[tbc]	[tbc]	£10,000,000 each and every claim (no overall cap)	Unlimited liability	Unlimited liability	20% of Contract Value	[Unlimited liability]	[tbc]	[tbc]
Consequential Losses	[✓]	[✓]	X	X	X	X	X	X	X
PART 19 - CHANGES									
Robust Change Mechanism	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard
Ability to Propose tie/Employer Changes	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard
Ability to Propose Contractor/Operator/Consultant Changes	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard
Changes in Law	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard
Roads Changes	[✓]	X	X	✓	X	X	X	X	X
Network Extensions/Call-Off of Additional Trams	X	X	X	✓	X	✓	✓ (covers trams delivered under Tram Supply Agreement)	X	X
PART 20 - RELIEF EVENTS, FORCE MAJEURE AND COMPENSATION EVENTS									
Reasons outwith the Control of the Consultant	X	X	✓ [Pre-novation]	X	✓	X	X	X	X
Protestor Action	Relief Event	Compensation Event	Relief Event [Post Novation]	X	X	X	X	Relief Event	X
Fossils and Antiquities	Relief Event	Costs only	Relief Event [Post Novation]	X	X	X	X	Relief Event	X

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War, civil war, armed conflict or terrorism; or	Force Majeure	Force Majeure	Force Majeure	Force Majeure	Force Majeure	Force Majeure	Force Majeure	Force Majeure	Force Majeure
Nuclear, chemical or biological contamination unless the source or cause of the contamination is the result of actions of the Operator; or	Force Majeure	Force Majeure	Force Majeure	Force Majeure	Force Majeure	Force Majeure	Force Majeure	Force Majeure	Force Majeure
Pressure waves caused by devices travelling at supersonic speeds	Force Majeure	Force Majeure	Force Majeure	Force Majeure	Force Majeure	Force Majeure	Force Majeure	Force Majeure	Force Majeure
Fire, explosion, lightning, tempest, flood, bursting or overflowing of water tanks, apparatus or pipes, ionising radiation (to the extent it does not constitute a Force Majeure Event), earthquakes, riots or civil commotion (natural disaster)	Relief Event	Relief Event	Force Majeure	Relief Event	X	Relief Event	X	Relief Event	[Relief Event]
Failure by any statutory undertaker, utility company, or other like body to carry out works or provide services	Relief Event	X	Relief Event [Post Novation]	Relief Event	X	X	X	Relief Event	[Relief Event]
Any accidental loss of or damage to a material part of the System	Relief Event	X	X	Relief Event	X	X	X	X	X
Any failure or shortage of power or fuel	[Relief Event]	X	Relief Event [Post Novation]	Relief Event	X	X	X	Relief Event	[Relief Event]
Any blockade or embargo which does not constitute a Force Majeure Event	Relief Event	X	Relief Event [Post Novation]	Relief Event	X	Relief Event	X	Relief Event	[Relief Event]
Any official or unofficial strike, lockout, go-slow or other industrial dispute and generally affecting the public industry in Scotland or a significant part thereof	Relief Event	X	Relief Event [Post Novation]	Relief Event	X	Relief Event	X	Relief Event	[Relief Event]
Exercise by CEC or a Roads Authority to close or restrict roads or streets pursuant to their powers under the Road Traffic Regulation (Special Events) Act 1994 or other legislation	Relief Event	X	Relief Event [Post Novation]	Relief Event	X	X	X	Relief Event	[Relief Event]
Breach of Agreement by tie/Employer	[Compensation Event]	Extension of time	[Compensation Event]	X	X	Relief Event if adverse to performance	X	X	X
Failure to provide or delay in providing Land Consents	[Compensation Event]	Extension of Time	X	X	X	X	X	Relief Event	X
tie Change	X	Extension of Time	X	X	X	X	X	X	X
Failure to issue Work Order in accordance with the Programme	X	Extension of Time	X	X	X	X	X	X	X
Adverse physical conditions or artificial obstructions	[Relief Event]	Extension of Time	X	X	X	X	X	X	X
tie Representative's instructions	[Relief Event]	Compensation Event	X	X	X	X	X	X	X

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Orders or directions in respect of unsatisfactory works where such instruction or direction uncovered works in accordance with the Agreement	Relief Event	Extension of time	X	X	X	X	X	X	X
Utilities Works	[Relief Event]	Extension of time	X	X	X	X	X	X	
Discovery of Unidentified Utilities	Compensation Event	X	X	X	X	X	X	Compensation Event	X
Delay in Completion of the Construction Works	X	X	X	Compensation Event	X	X	X	X	X
Delay in Delivery of the Trams	X	X	X	Compensation Event	X	X	X	X	X
Latent Defects	X	X	X	Compensation Event	X	X	X	X	X
Failure in System Integration	X	X	X	Compensation Event	X	X	X	X	X
PART 21 - TERMINATION AND SUSPENSION BY TIE/EMPLOYER									
Termination of the Head Contract	X	X	✓	X	X	X	X	✓	✓
Insolvency of the Contractor/Consultant/Operator	✓	✓	✓	✓	✓	✓	✓	✓	✓
Material breach of Contract	✓	✓	✓	✓	✓	✓	✓	✓	✓
Failure to comply with confidentiality provisions	✓	✓	✓	X	✓	✓	✓	X	X
Incompetence of Key Personnel	[✓]	X	✓	X	✓	X	X	X	X
Conduct of Contractor/Consultant/Operator incompatible with performance of the Services/Works	✓	✓	✓	X	✓	✓	✓	✓	X
Partner/Director is expelled from the relevant professional body	X	X	✓	X	✓	X	X	X	X
Failure to resolve a conflict of interest	✓	✓	✓	X	✓	✓	✓	X	X
Breach of assignment provision	✓	X	X	X	X	X	X	X	X
Change in legal status/legal control materially prejudicial to performance of the Works/Services	✓	✓	✓	X	✓	✓	✓	X	X
Persistent Breach (including warning notice regime)	✓	✓	✓	✓	✓	✓	✓	X	X
Abandonment of Works/Services	✓	✓	X	✓	X	✓	✓	✓	X

Clause	Infraco	MUDFA	SDS	DPOFA	JRC	Tram Co (Tram Supply Agreement)	Tram Co (Tram Maintenance Agreement)	Commissioning Services Agreement ("CSA")	CEC Roads Demarcation Agreement ("RDA")
Failure to commence Works/Services or Make Delivery	✓	✓	X	✓	X	✓	✓ (safety critical)	X	X
Failure to complete Works by longstop date (or no reasonable prospect)	✓	✓	X	X	X	✓	X	X	X
Issue of Major KPI Breach Notice	✓	X	X	✓	X	X	X	X	X
Failure to take out and maintain required insurances	✓	✓	X	✓	X	✓	✓	X	X
Failure to provide transport on the ETN for a particular period	X	X	X	✓	X	X	X	X	X
If Operating Costs exceed Target Operating Costs and any Fixed Costs in the first 3 years of operation in any 6 Reporting Periods out of 12	[✓]	X	X	✓	X	X	X	X	X
Under performance	✓	X	X	✓	X	X	✓	X	X
No Fault Termination	X	✓ (During pre-construction only)	✓	✓	✓	✓	✓	X	X
Uninsurability	X	X	X	✓	X	[X]	[X]	X	X
Force Majeure	✓	✓	✓	✓	✓	✓	✓	✓	X
Corrupt Gifts and Fraud	✓	✓	✓	✓	✓	✓	✓	✓	✓
Suspension	✓	✓	✓	X	✓	X	X	X	X
PART 22 - TERMINATION BY THE CONTRACTOR									
Termination of the Head Contract	X	X	✓	X	X	X	X	✓	✓
Expropriation/sequestration/requisition of a material part of the System	X	X	X	✓	X	X	✓	X	X
Insolvency	X	X	X	X	X	X	X	✓	X
Non-payment of Specified Sum	✓	✓	✓	✓	✓	✓	✓	✓	X
Force Majeure	✓	✓	✓	✓	✓	✓	✓	✓	X
Material Breach, substantially frustrating the Contract or rendering it impossible to perform	✓	✓	✓	✓	✓	✓	✓	X	X

Clause	Infraco	MUDFA	SDS	DPOFA	JRC	Tram Co (Tram Supply Agreement)	Tram Co (Tram Maintenance Agreement)	Commissioning Services Agreement ("CSA")	CEC Roads Demarcation Agreement ("RDA")
Breach of Assignment provisions by Employer	X	X	X	✓	X	X	X	X	X
PART 23 - EFFECTS OF TERMINATION									
Compensation on Termination	X	X	X	X	X	X	X	X	X
Payment of Reasonable Costs and Work in Progress	✓	✓	✓	✓	✓	✓	✓	✓	✓
tie Step-in Rights	[X]	[X]	✓	X	X	X	X	✓ (via Collateral Warranty on Employer breach)	X
PART 24 - EXPIRY AND HANDBACK									
Handback Drafting	✓	X	X	✓	X	X	✓	X	✓
PART 25 - ASSIGNATION, NOVATION AND CHANGES IN CONTROL									
Assignment	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	Bespoke	tie Standard
Novation to TEL	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	X	tie Standard
Novation to Infraco	X	X	✓	X	X	✓	✓	X	X
Novation (General)	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	Bespoke	tie Standard
PART 26 - MISCELLANEOUS PROVISIONS									
Dispute Resolution Procedure	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard
Best Value	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard
Conflict of Interest	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard
Security Interests	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	[tie Standard]
Confidentiality	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard
Copyright Intellectual Property	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard
Data Protection	tie Standard	tie Standard	X	tie Standard	X	[X]	[X]	X	X
Information and Audit Access	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard
Waivers	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard
Entire Agreement	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard
Notices	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard
Consent and Approval	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard
Discrimination	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard

Clause	Infraco	MUDFA	SDS	DPOFA	JRC	Tram Co (Tram Supply Agreement)	Tram Co (Tram Maintenance Agreement)	Commissioning Services Agreement ("CSA")	CEC Roads Demarcation Agreement ("RDA")
Further Assurance	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard
Jurisdiction	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard
Variations and Waivers to be in writing	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard
No partnership or agency	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard
Invalid Terms	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard
Third Parties Rights	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard
Human Rights Act	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard
Maladministration Complaints	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard	tie Standard