



Back Page Bullets (11.03.11)

- **Overheads during Interregnum**
commitment from Infraco that onsite overheads in relation to the completion of the mini test track and the tram depot are kept to a minimum, reasonable and auditable level;
- **Design**
commitment from Infraco to continue the Design process to meet the Employer's Requirements, to cover the management and integration of the Design process and take it through the various approval stages all as required by the Infraco Contract, it being understood that no tie approval alleviates or mitigates Infraco from performance of its obligations in respect of the delivery of the Design and that a collaborative process amongst the Parties is to be introduced to achieve the foregoing;
- **Procurement and Pricing**
procurement and pricing by Infraco of the test track and tram depot to be in such a manner that they can be observed and monitored by tie;
- **CEC Approvals Resource**
a dedicated point of responsibility to be provided by CEC in each department of CEC that requires to provide Approvals under the Infraco Contract to fast track the approval process necessary, inter alia, for Design development, completion and approval;
- **Princes Street Remedial Works**
traffic management plan to be structured in such a way so that an agreed scope of approved remedial works is delivered by Infraco at Infraco's own cost and completed by the end of the summer 2011;
- **Transfer by Infraco of all materials to ownership of CEC**
agreed materials and equipment paid for by tie by reference to the relevant elements of the Contract Works Price to be located at a site under the control of CEC;
- **Visual prizes**
to include completion of the Princes Street Remedial Works, mini test track and tram depot, and the transfer of trams to Gogar Depot, all at the earliest possible date and where necessary on a demonstrable cost basis for Changes;
- **Programming**
each Party to provide adequate resources for programming to include monitoring, updating and amendment of programmes and the sharing of licences so that each Party can access each other's software, to include establishment by Infraco of an extranet as required by the Infraco Contract;
- **Infraco resource for approvals and liaison**
Infraco to provide dedicated resource to interact with their equivalents at CEC, Historic Scotland and the other approval bodies and tie to provide reasonable assistance to obtain third party Approvals;
- **Joint Project Forum**
Joint Project Forum to be established with immediate effect and each Party to provide an adequate and suitably senior level of resource to attend the Joint Project Forum including to attend Stakeholder meetings. The responsibilities of the Joint Project Forum will include:
 - monitoring the undertakings of each Party including the requisite collaborative behaviour;
 - commissioning an independent programming expert to prepare a programme for completion of the Edinburgh Tram Network from Airport to St Andrew Square; and
 - seeking to agree by compromise a revised price for completion of the Edinburgh Tram Network from Airport to St Andrew Square.

- **Legal resource**
each Party to provide appropriate level of legal resource to agree a minute of agreement pursuant to clause 108 of the Infraco Contract to give effect to the heads of terms incorporating the Back Page Bullets (the "Heads of Terms") and any subsequent variation or amendment to the Infraco Contract;
- **Mobilisation**
with regard to the above, mobilisation of Infraco to track period of negotiation of minute of variation to give effect to the Back Page Bullets such that works in respect of the test track, tram depot and Princes Street can recommence within [one month] of the signature of the Heads of Terms;
- **Joint Communications Protocol**
the Parties will agree a Joint Communications Protocol to cover all external communications by the Parties in respect of the Edinburgh Trams Project;
- **Mitigation of Losses**
each Party to take all reasonable steps to mitigate each of the other Parties' losses in carrying out the activities contemplated by the Heads of Terms;
- **Value Engineering**
the principles of Clause 81.3 of the Infraco Contract will be incorporated into any minute of agreement to be entered into pursuant to the principles set out in these Heads of Terms so that Infraco will deliver the Value Engineering Report for the relevant Infraco Works by [];
- **INTCs**
Infraco will provide Estimates for all outstanding INTCs within an agreed timescale including impact on programme and will agree to a non-obstructive process for agreeing Estimates pursuant to an amended Change procedure;
- **Outstanding claims**
any agreement reached [pursuant to these Heads of Terms] will be in full and final settlement of all payments, claims, entitlements, rights and charges properly due to or by Infraco to or by tie under the Infraco Contract; and
- **Infraco Contract**
in entering into any minute of agreement pursuant to the Heads of Terms Infraco will not be released from its contractual obligations to design and build the Infraco Works with due expedition.