

**SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF REAL
TIME PASSENGER INFORMATION (RTPI) SYSTEMS TO HAMPSHIRE COUNTY
COUNCIL AND OTHER PARTICIPATING AUTHORITIES**

FRAMEWORK AGREEMENT

UN23241

THIS FRAMEWORK AGREEMENT is made the day of 2025

BETWEEN:

- (1) **Hampshire County Council** of The Castle, Winchester, Hampshire, SO23 8UJ (the “Authority”)
- and
- (2) **Vix Technology UK Limited** incorporated and registered in England and Wales with company number 03039051 who registered office is at RidgECourt The Ridge, Epsom, Surrey, KT18 7EP (the “Supplier”)

WHEREAS:

- a. The Authority wishes to arrange for the Supply, Installation, Commissioning and Maintenance of Real Time Passenger Information (RTPI) Systems for itself and on behalf of the Participating Authorities.
- b. The Authority placed advertisement number 2025/S 000-017708 on the UK digital platform (“Find a Tender Notice”) seeking expressions of interest from potential suppliers for a framework arrangement for the provision of the Supply, Installation, Commissioning Maintenance of Real Time Passenger Information Systems (RTPI).
- c. The Supplier, having responded to the Find a Tender Notice, tendered under the Procurement Act 2023 open procedure and on the basis of the tender submitted (“Tender”) was selected by the Authority as the Supplier to be appointed to the Framework Agreement.
- d. The Supplier will enter into this Framework Agreement with the Authority for the Supply, Installation, Commissioning & Maintenance of Real Time Passenger Information (RTPI) Systems.
- e. This Framework Agreement provides that the Authority and/or the Participating Authorities may call off the provision of the Services and Equipment by placing an Order with the Supplier for a period of up to ten (10) years from the Framework Agreement Commencement Date.
- f. The Authority and/or Participating Authorities will place Orders on the terms and conditions set out in Schedule 1 to this Framework Agreement. The terms and conditions set out in out in Schedule 1 shall apply to any Order placed through these arrangements.

NOW IT IS HEREBY AGREED as follows:

1 Definitions and Interpretations

1.1 As used in this Framework Agreement:

“Authorised Officer” means the Authority’s representative duly authorised to act in the administration of the Framework Agreement.

“Bespoke Software” means any part of the Software to be developed by the Supplier and including all documentation to be provided by the Supplier under the Framework Agreement and any Order Agreement.

“Commencement Date” means 1st October 2025.

“Confidential Information” means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, developments, trade secrets, Intellectual Property Rights, know-how,

personnel, customers and consultants of either Party and all personal data and sensitive personal data within the meaning of the Data Protection Act 2018.

“Participating Authority” means an authority as detailed in the Find a Tender Notice entitled to access and/or place a direct Order under the Framework Agreement.

“Data Protection Legislation” means (i) all applicable UK law relating to the processing of personal data and privacy, including but not limited to the UK GDPR, and the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and (ii) (to the extent that it may be applicable) the EU GDPR). The UK GDPR and EU GDPR are defined in section 3 of the Data Protection Act 2018

“Default” means any breach of the obligations of either Party (including but not limited to a fundamental breach or breach of a fundamental term) or any default, act, omission, negligence or statement of either Party, its employees, agents or sub-contractors in connection with or in relation to the subject matter of this Framework Agreement and in respect of which such Party is liable to the other.

“Equipment” means the equipment to be provided by the Supplier in accordance with the terms of the Framework Agreement, the Order and in accordance with the Specification including but not limited to machinery, computer hardware, apparatus, materials, articles and spares.

“Framework Agreement” means the agreement between the Authority and the Supplier that allows for the Authority to place orders for the Services and Equipment with the Supplier and includes the Order Agreement together with all Schedules thereto.

“Framework KPI” means those key performance indicators as set out in the Specification.

“Framework Period” means four (4) years.

“Intellectual Property Rights” means all patents, trade marks, service marks, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, trade or business names and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom).

“LED” means the Law Enforcement Directive (*Directive (EU) 2016/680*)

“MSA Offence” means an offence committed under the Modern Slavery Act 2015

“Order Agreement” means the contract between a Participating Authority and the Supplier comprising the relevant Order Terms and Conditions (contained in Schedule 1 and the Order).

“Order” means an official order for the Equipment and/or Services issued by or on behalf of the Authority and/or a Participating Authority to the Supplier.

“Party” means a party to the Framework Agreement and “Parties” shall be construed accordingly.

“Personal Data” shall take the meaning given in the UK GDPR.

“Price” means the price to be paid to the Supplier for the supply and delivery of the Services and Equipment calculated in accordance with Schedule 4.

“Prohibited Act” shall mean the following constitute Prohibited Acts:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:

- (i) induce that person to perform improperly a relevant function or activity; or
 - (ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Framework Agreement;
- (c) committing any offence:
 - (i) under the Bribery Act 2010;
 - (ii) under legislation creating offences concerning fraudulent acts;
 - (iii) at common law concerning fraudulent acts relating to this Framework Agreement or any other contract with the Authority; or
- (d) defrauding, attempting to defraud or conspiring to defraud the Authority.

“Services” means the Services to be provided by the Supplier in accordance with the terms of the Framework Agreement, the Order Agreement, the Order and in accordance with the Specification.

“Site” means the location where the Equipment shall be supplied and installed as detailed in any Order.

“Software” means the Bespoke Software, the Standard Software and the Third Party Software.

“Specification” means the specification of the Equipment and Services contained in Schedule 2.

“Standard Software” means the Supplier’s standard computer programs, online software applications provided by the Supplier as part of the Services including all associated documentation to be provided by the Supplier under the Framework Agreement and any Order Agreement.

“Third Party Software” means the software programs proprietary to third parties which are to be provided to the Authority and/or a Participating Authority without modification under the Framework Agreement and any Order Agreement.

“UK GDPR” means the UK General Data Protection Regulation.

“Working Days” means a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business.

1.2 Interpretation

- (a) A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof.
- (b) Unless the context otherwise requires or admits the masculine gender includes the feminine and vice versa and the singular includes the plural and vice versa.
- (c) The headings and notes in this Framework Agreement shall not be deemed to be part thereof or to be taken into consideration in the interpretation or performance of the Framework Agreement.
- (d) All references herein to clauses are references to clauses numbered in the Conditions and not to those in any other document forming part of the Framework Agreement.
- (e) In the event and to the extent only of any conflict between the clauses and the Schedules, the clauses shall prevail.

- 1.3 These terms supersede all previous terms of business.

2 Scope of the Framework Agreement

- 2.1 It is intended that this Framework Agreement constitutes a framework in accordance with the provisions of regulation 45 of the Procurement Act 2023.
- 2.2 The Framework Agreement governs the overall relationship of the Parties with respect to the supply of the Equipment and Services. The Supplier shall supply the Equipment and Services in accordance with the terms of the Framework Agreement and the relevant Order Agreement.
- 2.3 The Framework Agreement sets out the terms on which the Supplier will supply Equipment and Services as ordered from time to time by a Participating Authority. The relevant Order Agreement in Schedule 1 shall apply to any Order placed through these arrangements.
- 2.4 The Framework Agreement will come into effect on the Commencement Date and shall continue for a period of four (4) years.

3 Supply of Equipment and Services

- 3.1 The Authority and/or Participating Authorities shall be entitled but not obliged at any time during the Framework Period to place an Order in respect of the Equipment and Services. The Order Agreement together with the terms of this Framework Agreement shall comprise all of the terms relevant to the supply of the Equipment and Services and may exceed the term of the Framework Period.
- 3.2 For the avoidance of doubt, the Authority and/or Participating Authorities shall not be obliged to place an Order in respect of maintenance Services with the Supplier and shall be entitled to maintain any assets themselves or source alternative arrangements.
- 3.2 The Authority and/or a Participating Authority when ordering Equipment and/or Services shall:
- 3.2.1 identify the relevant option of supply of Equipment or Services which its requirements fall into; and
- 3.2.1 send an Order to the Supplier.
- 3.3 The Supplier shall accept any Order placed by a Participating Authority and supply the Equipment and Services in accordance with the terms of this Framework Agreement, the Specification, and the terms of the relevant Order Agreement and Order.
- 3.4 For the avoidance of doubt, neither the Authority or the Participating Authorities shall be responsible for any Equipment and Services provided by the Supplier that are not the subject of an Order and Order Agreement.
- 3.5 The Equipment and Services to be supplied under the Framework Agreement shall be delivered to the place specified in the Order, in such quantities or numbers and at such times as the Authority and/or a Participating Authority shall specify in the Order.
- 3.6 A Participating Authority may request the Supplier to supply Equipment and Services in accordance with the relevant Order Agreement.
- 3.7 The Supplier shall perform all Order Agreements entered into with the Authority or any Participating Authority in accordance with:
- 3.7.1 the requirements of this Framework Agreement; and
- 3.7.2 the terms and conditions of the respective Order Agreements.
- 3.8 The Supplier acknowledges that each Participating Authority is independently responsible for the conduct of its award of Order Agreements under the

Framework Agreement and that the Authority is not responsible or accountable for and shall have no liability whatsoever in relation to:

- 3.8.1 the conduct of other Participating Authorities in relation to the Framework Agreement; or
- 3.8.2 the performance or non-performance of any Order Agreement between the Supplier and other Participating Authorities entered into pursuant to the Framework Agreement.
- 3.9 Subject to clause 3.1 to clause 3.7 above, each Participating Authority may place an Order with the Supplier by serving an Order in writing in substantially the form set out in Schedule 5.
- 3.10 In the event of, and only to the extent of, any conflict between the terms and conditions of this Framework Agreement and the terms and conditions of a Order Agreement, the terms and conditions of this Framework Agreement shall prevail.
- 3.11 If there is any conflict between the provisions of this Framework Agreement and provisions of any Order Agreement, the provisions of this Framework Agreement shall prevail over those of the Order Agreement save that any refinement to the Order and Order Agreement permitted for the purposes of an Order Agreement under clause 2.3 and Framework Agreement Schedule 5 shall prevail over Framework Agreement Schedule 1 and 4.

Delivery of Equipment

- 3.12 The Supplier shall deliver any Equipment specified in an Order Form at the time(s), date(s) and location(s) specified in the Order Form.
- 3.13 Time of delivery of any Equipment is of the essence. If the Supplier fails to deliver the Equipment within the time specified in the Order Form the Participating Authority may release itself from any obligation to accept and pay for the Equipment and/or shall be entitled to terminate the Order, in either case without prejudice to any other rights and remedies of the Participating Authority under this Framework Agreement and/or Order.

4 Price and Variations

- 4.1 The Supplier shall be deemed to have satisfied itself as to the sufficiency and correctness of the Price. Unless otherwise stated in the Framework Agreement or the relevant Order the Price shall cover all the Supplier's obligations under the Framework Agreement and everything necessary for the supply of the Equipment and Services under the Framework Agreement.
- 4.2 The Price stated for the Equipment and Services in Schedule 4 attached hereto remain fixed for one year from the Commencement Date and may be updated annually thereafter in line with the Consumer Price Index (CPI). Any review of rate increases may only be considered on the anniversary of the Framework, providing thirty (30) days' notice in writing prior to this date, and must be agreed with the Authority. No increases may be applied until fourteen (14) days after formal acceptance by the Authority.
- 4.3 Unless otherwise expressly stated in this Framework Agreement or the relevant Order no claim by the Supplier will be allowed for any addition to the Price on the grounds of any matter relating to any document forming part of the Framework Agreement or any ambiguity or discrepancy therein on which a Supplier could have satisfied himself by reference to the Authority or any other appropriate means.

- 4.4 No additional variation in the Price will be accepted for any reason whatsoever unless the Authority and/or a Participating Authority shall have already accepted a Price variation in writing at its discretion.
- 4.5 The Price is exclusive of Value Added Tax. The Authority and/or the Participating Authorities shall pay the Value Added Tax on the Price under an Order Agreement at the rate and in the manner prescribed by law.
- 4.6 Where the Supplier enters into a sub-contract for the purpose of performing this Framework Agreement, it shall cause a term to be included in such sub-contract that requires payment to be made of undisputed sums by the Supplier to the sub-contractor within a specified period not exceeding thirty (30) calendar days from the receipt of a valid invoice, as defined by the sub-contract requirements. Where the Supplier is late in making such payment the Supplier shall report to the Authority/Participating Authority any late payment.

5. Not Used

6 Monitoring and Reporting

- 6.1 The Supplier shall:
 - 6.1.1 appropriately manage the Equipment and Services that it provides under all Orders;
 - 6.1.2 be required to provide to the Authority accurate and up to date management information in relation to the Framework Agreement at the required frequency throughout the Framework Period. Such information shall include but not be limited to the Framework KPI; and
 - 6.1.3 on reasonable notice grant to the Authority and/or the Authority's external and internal auditors access to any relevant data or documentation relating to the Framework Agreement and the supply of the Equipment and Services for the purpose of carrying out an audit.
- 6.2 The Supplier shall hold a monthly (unless otherwise agreed in writing between the Parties) performance review meeting in respect of the Framework Agreement with the Authority. These meetings shall include a review of Framework KPI, information and data on Service delivery performance, reliability of Equipment, maintenance and repair, training, Authority and Participating Authorities enquiries and complaints and the volume and value of all Orders. The Supplier shall co-operate fully in providing this and any other financial and statistical information required by the Authority in accordance with the Framework Agreement or as otherwise requested during the course of each review.
- 6.3 The Supplier will be required to provide a quarterly report to the Authority as required listing the Equipment and Services delivered that quarter under all Orders.
- 6.4 The Supplier agrees that the Authority may share the information supplied to it by the Supplier under this clause 6 with any Participating Authority.

7 Supplier's Personnel

- 7.1 The Supplier shall select, employ, train, furnish and deploy in and about the performance of the Framework Agreement and any Order Agreement and in the management thereof only such persons as are of good character, careful, skilled and experienced in their several trades and callings and who are proficient, productive and courteous.
- 7.2 The Supplier and the Supplier's sub-contractors, staff and agents shall comply with all reasonable requirements and directions of the Authority and/or a Participating Authority.

- 7.3 The Supplier shall ensure that its sub-contractors are subject to provisions substantially the same as clauses 7.1, and 7.2 above.
- 7.4 The Supplier, its agents, sub-contractors and suppliers shall employ sufficient staff to ensure that the Equipment and Services are delivered and provided at all times and in accordance with the Specification. Without prejudice to the generality of this obligation, it shall be the duty of the Supplier to ensure that a sufficient reserve of staff is available to perform the Order Agreement in accordance with the Specification during staff holidays or absence through sickness or any other cause.
- 7.5. The Supplier shall ensure that all personnel engaged in and about the performance of the Order Agreement are at all times properly and sufficiently trained and instructed with regard to:
 - 7.5.1 The task or tasks that person has to perform;
 - 7.5.2 All relevant provisions of the Framework Agreement, Order Agreement and Specification;
 - 7.5.3 All relevant policies, rules, procedures and standards of the Authority;
 - 7.5.4 All relevant rules and procedures concerning Health and Safety at work legislation.
- 7.5.5 The need to recognise situations which involve an actual or potential danger or personal injury to any person.
- 7.6 The Supplier, its agents, sub-contractors and suppliers will be expected to follow normal procedures in engaging staff, including obtaining appropriate references.

Modern Slavery

- 7.7 The Supplier undertakes, warrants and represents that:
 - 7.7.1 neither the Supplier nor any of its officers or employees:
 - 7.7.1.1 has committed an MSA Offence; or
 - 7.7.1.2 has been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
 - 7.7.1.3 is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
 - 7.7.2 it shall implement due diligence procedures for its own suppliers, sub-contractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains;
 - 7.7.3 it shall comply with the Modern Slavery Act 2015 and the Council's Modern Slavery Statement which can be found at: <https://documents.hants.gov.uk/aboutthecouncil/Modern-Slavery.pdf>;
 - 7.7.4 it shall notify the Authority and/or Participating Authority immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or sub-contractors have, breached or potentially breached any of the Supplier's obligations under this clause 7.7. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Supplier's obligations.

8 Warranty & Representations

- 8.1 The Supplier warrants and represents to the Authority and/or the Participating Authority that:

- 8.1.1 the Supplier has full capacity and authority and all necessary consents (including but not limited to where its procedures require consent of its parent company) to enter into and perform the Framework Agreement and that the Framework Agreement is executed by the duly authorised representatives of the Supplier;
- 8.1.2 that the Supplier's Standard Software are proprietary to the Supplier and that it has the right to license all Intellectual Property Rights in and to the Supplier's Software, the Bespoke Software and the Third Party Software to the Authority and/or the Participating Authorities and the provision of the Equipment and Services or any part thereof shall not infringe the Intellectual Property Rights of any third party;
- 8.1.3 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might affect its ability to perform its obligations under this Framework Agreement and any Order Agreement which may be entered into with the Authority and/or the Participating Authorities;
- 8.1.4 as at the Commencement Date, all information, statements and representations contained in the Tender for the supply of the Equipment and Services are true, accurate and not misleading save as may have been specifically disclosed in writing to the Authority prior to the execution of this Framework Agreement and it will promptly advise the Authority of any fact, matter or circumstance of which it may become aware which would render any such information, statement or representation to be false or misleading; and
- 8.1.5 it is not subject to any contractual obligation, compliance with which is likely to have an effect on its ability to perform its obligations under this Framework Agreement and any Order Agreement which may be entered into with the Authority or a Participating Authority.

9 Risk, Property and Title

- 9.1 Risk and property and title in the Equipment and the Services shall pass to the Authority and/or a Participating Authority in accordance with the Order Agreement.

10 Transfer

- 10.1 The Framework Agreement is personal to the Supplier. The Framework Agreement, or any part, share or interest in it, is not to be transferred, assigned or sub-let by the Supplier directly or indirectly, to any person or persons whomsoever, without the prior written consent of the Authority.
- 10.2 Notwithstanding any sub-contracting permitted hereunder, the Supplier shall remain primarily responsible for the acts and omissions of its sub-contractors as though they were its own.
- 10.3 The Authority shall be entitled to assign, novate or otherwise dispose of its rights and obligations under the Framework Agreement or any part thereof to any other Participating Authority.
- 10.4 The Authority may consent in writing to the novation of the Framework Agreement in the event that Authority considers (acting reasonably) that the provisions of Regulation 74 and Schedule 8 Paragraph 9 of the Procurement Act 2023 apply.
- 10.5 Any novation of the Framework Agreement agreed in accordance with clause 10.4 shall be on such terms and conditions the Authority deems appropriate

and the Supplier shall execute all legal documents to give effect to such novation.

11 Indemnity and Insurance

- 11.1 The Supplier shall be liable for and shall indemnify the Authority and/or the Participating Authorities against any expense, liability, loss, claim or proceeding whatsoever arising under any statute or at common law in respect of personal injury to or death of any person whomsoever arising out of or in the course of or caused by the performance by the Supplier under the Framework Agreement.
- 11.2 The Supplier shall be liable for and shall indemnify the Authority and/or the Participating Authorities against any expense, liability, loss, claim or proceedings in respect of any injury or damage whatsoever to property real or personal in so far as such injury or damages arises out of or in the course of or by reason of the performance by the Supplier under the Framework Agreement.
- 11.3 Without prejudice to its liability to indemnify the Authority and/or the Participating Authorities the Supplier shall take out and maintain:
 - 11.3.1 Public Liability insurance, which shall, for any one occurrence or series of occurrences arising out of the same event, be not less than £10,000,000;
 - 11.3.2 Employers Liability insurance, which shall, for any one occurrence or series of occurrences arising out of the same event, be not less than £10,000,000;
 - 11.3.3 Product Liability insurance, which shall, for any one occurrence or series of occurrences arising out of the same event and in the aggregate be not less than £10,000,000 per annum; and
 - 11.3.4 Professional Indemnity insurance, which shall, for any one occurrence or series of occurrences arising out of the same event and in the aggregate be not less than £5,000,000 per annum.
- 11.4 Subject always to clauses 11.1 and 11.2, in no event shall either Party be liable to the other for:
 - 11.4.1 loss of profits, business, revenue, goodwill or anticipated savings; and/or
 - 11.4.2 indirect or consequential loss or damage.
- 11.5 The provisions of clause 11.4 shall not be taken as limiting the right of the Authority and or the Participating Authorities to claim from the Supplier for:
 - 11.5.1 additional operational and administrative costs and expenses incurred by the Authority and/or the Participating Authorities as a result of the negligent acts and omissions of the Supplier its employees or agents; and/or
 - 11.5.2 expenditure or charges rendered unnecessary as a result of any default by the Supplier its employees or agents.
- 11.6 The Supplier shall not cause or permit any breach of those insurance policies listed in clause 11.3.
- 11.7 The Supplier shall immediately notify the Authority and the Supplier's insurers of any happening or event which may give rise to any claim, demand, proceedings, damage, cost or charge whatsoever arising out of the Framework Agreement, and the Supplier shall indemnify the Authority against any loss whatsoever which may be occasioned to the Authority by the Supplier's failure to give such notification.
- 11.8 Where the Authority agrees the employment by the Supplier of a sub-contractor then the clauses above, relating to insurance, must form part of the contract

- between the Supplier and sub-contractor.
- 11.9 Nothing in this clause 11 shall be construed as limiting either Party's liability for personal injury or death caused by the negligence of that Party.
- 11.10 The Supplier shall hold and maintain the required Professional Indemnity insurance for a minimum of six years following the expiration or earlier termination of the Framework Agreement.
- 12 Health and Safety**
- 12.1 The Supplier shall at all times comply with the requirements of the Health and Safety at Work Act 1974 and any other Act or Regulation relating to the health and safety of persons and any amendment or re-enactment thereof.
- 13 Termination**
- By the Authority:
- 13.1 The Authority may terminate this Framework Agreement without cause or liability by giving to the Supplier not less than 6 months written notice.
- 13.2 The Authority may at any time by notice in writing terminate the Framework Agreement without cause or liability as from the date of service of such notice if:
- 13.2.1 there is a change of control, as defined by Section 416 of the Income and Corporation Taxes Act 1988 or where there is a change in the identity of the person or entity who possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the Supplier or its parent company whether through the ownership of voting shares, by contract or otherwise; or
- 13.2.2 the Supplier, being an individual, or where the Supplier is a firm, any partner or partners in that firm who together are able to exercise direct or indirect control, as defined by Section 416 of the Income and Corporation Taxes Act 1988, shall at any time become bankrupt or shall have a receiving order or administration order made against him or shall make any composition or arrangement with or for the benefit of his creditors, or shall make any conveyance or assignment for the benefit of his creditors, or shall purport to do so, or appears unable to pay or to have no reasonable prospect of being able to pay a debt within the meaning of Section 268 of the Insolvency Act 1986 or he shall become apparently insolvent within the meaning of the Bankruptcy (Scotland) Act 1985 as amended by the Bankruptcy (Scotland) Act 1993 or any application shall be made under any bankruptcy or insolvency act for the time being in force for sequestration of his estate, or a trust deed shall be granted by him for the benefit of his creditors; or any similar event occurs under the law of any other jurisdiction; or
- 13.2.3 the Supplier, being a company, passes a resolution, or the Court makes an order that the Supplier or its parent company be wound up otherwise than for the purpose of a bona fide reconstruction or amalgamation, or a receiver, manager or administrator on behalf of a creditor is appointed in respect of the business or any part thereof of the Supplier or the parent company, or circumstances arise which entitle the Court or a creditor to appoint a receiver, manager or administrator or which entitle the Court otherwise than for the purpose of a bona fide reconstruction or amalgamation to make a winding-up order, or the Supplier or its parent company is unable to pay its debts within the meaning of Section 123 of

- the Insolvency Act 1986 or any similar event occurs under the law of any other jurisdiction.
- 13.3 The Authority may at any time by notice in writing terminate the Framework Agreement forthwith, if the Supplier is in Default of any obligation under this Framework Agreement and:
- 13.3.1 the Default is capable of remedy and the Supplier shall have failed to remedy the default within thirty (30) days of written notice to the Supplier specifying the default and requiring its remedy; or
- 13.3.2 the Default is not capable of remedy.
- 13.4 The Authority may terminate this Framework Agreement by issuing a notice to the Supplier on the occurrence of any of the statutory provisions contained in Regulation 78(2) of the Procurement Act 2023.
- 13.5 The Authority may terminate this Framework Agreement if five (5) or more Orders are terminated in accordance with clause 3.13 by the Authority and/or the Participating Authorities over a rolling twelve (12) month period.
- 13.6 The Authority may give the Supplier written notice of its intention to terminate if it considers that a termination ground listed in section 78(2) of the Procurement Act 2023 applies. A notice of an intention to terminate under this clause must:
- 13.6.1 set out which termination ground the Authority considers applies pursuant to section 78(2) of the Procurement Act 2023 together with the Authority's reasons for deciding to terminate on this basis;
- 13.6.2 invite the Supplier to make representations to the Authority about the existence of the termination ground and the Authority's decision to terminate;
- 13.6.3 specify the means by which, and the time by which, such representations must be made; and
- 13.6.4 insofar as it states the Authority's intention to terminate by reference to the status of a sub-contractor under section 78(2)(b) or (c) of the Procurement Act 2023, specify a time by which the Supplier may terminate the sub-contract and, if necessary, appoint an alternative sub-contractor.
- 13.7 Termination in accordance with this clause 13 or otherwise shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to any Party.
- 13.8 Following termination of the Framework Agreement the Supplier shall continue to fulfill such Orders that maybe outstanding or that it may receive in accordance with Framework Agreement up to the date of termination.
- 13.9 Termination or expiry of the Framework Agreement shall not cause any Order Agreement to terminate automatically. For the avoidance of doubt, all Order Agreements shall remain in force unless and until they are terminated or expire in accordance with their own terms.

14 Confidentiality

- 14.1 Each Party:
- 14.1.1 shall treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and
- 14.1.2 shall not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of the Framework Agreement or except where disclosure is otherwise expressly permitted by the provisions of this

Framework Agreement.

- 14.2 The Supplier shall take all necessary precautions to ensure that all Confidential Information obtained from the Authority under or in connection with the Framework Agreement:
- 14.2.1 is given only to such of its staff, sub-contractors and agents engaged in connection with the Framework Agreement and only to the extent necessary for the performance of the Framework Agreement;
 - 14.2.2 is treated as confidential and not disclosed (without prior approval) or used by any staff, sub-contractors or agents otherwise than for the purposes of the Framework Agreement.
- 14.3 Where it is considered necessary in the opinion of the Authority the Supplier shall ensure that its staff, sub-contractors and agents sign a confidentiality undertaking before commencing work in connection with the Framework Agreement. The Supplier shall ensure that its staff, sub-contractors and agents are aware of the Supplier's confidentiality obligations under this Framework Agreement.
- 14.4 The Supplier shall not use any Confidential Information it receives from the Authority otherwise than for the purposes of the Framework Agreement.
- 14.5 The provisions of clauses 14.1 to 14.4 shall not apply to any Confidential Information received by one Party from the other:
- 14.5.1 which is or becomes public knowledge (otherwise than by breach of this clause);
 - 14.5.2 which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
 - 14.5.3 which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
 - 14.5.4 is independently developed without access to the Confidential Information; or
 - 14.5.5 which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA, or the EIR pursuant to clause 14.
- 14.6 Nothing in this clause shall prevent the Authority from:
- 14.6.1 disclosing any Confidential Information for the purpose of the examination, audit and certification of the Authority's accounts, or
 - 14.6.2 disclosing any Confidential Information obtained from the Supplier to any person engaged in providing services to the Authority for any purpose relating to the Framework Agreement;
- provided that in disclosing information under 14.6.2 the Authority discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence.
- 14.7 The Supplier shall not without the prior written consent of the Authority divulge the existence of the Framework Agreement or any Order or disclose any information relating to or contained in the Framework Agreement to any person who is not engaged in the performance of the Framework Agreement.
- 14.8 In the event that the Supplier fails to comply with clause 14, the Authority reserves the right to terminate the Framework Agreement by notice in writing with immediate effect.
- 14.9 The Authority in line with the Government's ongoing drive to open up activities of the public sector to greater scrutiny has prepared its transparency agenda

and the Supplier hereby agrees that nothing in this clause 14 shall prevent the Authority and/or a Participating Authority from publishing any payments made by the Authority and/or a Participating Authority to the Supplier under the terms of any Order Agreement.

- 14.10 The provisions of this clause 14 shall apply notwithstanding termination of the Framework Agreement.

15 Data Protection

- 15.1 It is not anticipated that there will be any Personal Data processed under this Framework Agreement with the exception of business names and contact details which the parties shall share in order to manage the Framework Agreement.

- 15.2 If any other Personal Data is processed, the parties shall comply at all times with provisions equivalent to the Data Protection Legislation and shall agree any necessary amendments or variations to this clause in accordance with the provisions set out in this Framework Agreement.

- 15.3 Each party agrees that it shall not perform its obligations under this Framework Agreement in such a way as to cause the other party to breach any of its applicable obligations under the Data Protection Legislation

16 Freedom of Information Act 2000 (FOIA) and Environment Information Regulations 2004 (EIR)

- 16.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the EIR and shall assist and co-operate with the Authority (at the Supplier's expense) to enable the Authority to comply with these Information disclosure requirements.

- 16.2 The Supplier shall and shall procure that its sub-contractors shall;

16.2.1 transfer any request for Information to the Authority as soon as practicable after receipt and in any event with two working days of receiving a request for Information; and

16.2.2 provide the Authority with a copy of all Information in its possession or power in the form that the Authority requires within seven working days (or such other period as the Authority may specify) of the Authority requesting the Information; and

16.2.3 provide all necessary assistance as reasonably requested by the Authority to enable the Authority to respond to a request for Information within the time for compliance set out in Section 10 of the FOIA or the EIR.

- 16.3 The Authority shall be responsible for determining at its absolute discretion whether commercially sensitive information and/or any other Information;

16.3.1 is exempt from disclosure in accordance with the provisions of the FOIA or EIR; and

16.3.2 is to be disclosed in response to a request for Information and in no event shall the Supplier respond directly to a request for Information unless expressly authorised to do so by the Authority.

- 16.4 The Supplier acknowledges that the Authority may be obliged under the FOIA or the EIR to disclose Information;

16.4.1 without consulting the Supplier; or

16.4.2 following consultation with the Supplier and having taken its views into account.

- 16.5 The Supplier shall ensure that all Information produced in the course of the Framework Agreement or relating to the Framework Agreement is retained for

disclosure and shall permit the Authority to inspect such records as requested from time to time.

- 16.6 The Supplier acknowledges that any lists or Schedules provided by it outlining Confidential Information are of indicative value only and that the Authority may nevertheless be obliged to disclose Confidential Information in accordance with clause 16.4.

17 Damages, Costs, Charges & Expenses

- 17.1 The Authority and/or a Participating Authority may deduct all damages, costs, charges and expenses arising out of the neglect and/or failure of the Supplier or his agents or workmen in or about the performance or non-performance of this Framework Agreement from any sums due or to become due to the Supplier under the Framework Agreement and/or Order Agreement or any other contract with the Authority and/or Participating Authority, or to recover the same from him as a debt by action at law or otherwise as the Authority and/or a Participating Authority may determine.

18 Force Majeure

- 18.1 For the purposes of the Framework Agreement the expression "Force Majeure" shall mean any cause affecting the performance by a Party of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but without limiting the generality thereof) governmental regulations, fire, flood, or any disaster or any industrial dispute affecting a third party for which a substitute third party is not reasonably available. Any act, event, omission, happening or non-happening will only be considered Force Majeure if it is not attributable to the wilful act, neglect or failure to take reasonable precautions of the affected Party, its agents or employees.
- 18.2 Neither Party shall in any circumstances be liable to the other for any loss of any kind whatsoever including but not limited to any damages or abatement of Price whether directly or indirectly caused to or incurred by the other Party by reason of any failure or delay in the performance of its obligations hereunder which is due to Force Majeure notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform, or resume performance of, such obligations hereunder for the duration of such Force Majeure event.
- 18.3 If either Party becomes aware of circumstances of Force Majeure which give rise to or which are likely to give rise to any such failure or delay on its part it shall forthwith notify the other Party by the most expeditious method then available and shall inform the other Party of the period which it is estimated that such failure or delay shall continue.
- 18.4 It is expressly agreed that any failure by the Supplier to perform or any delay by the Supplier in performing its obligations under the Framework Agreement which results from any failure or delay in the performance of its obligations by any person, firm or company with which the Supplier shall have entered into any contract, supply arrangement or sub-contract or otherwise, shall be regarded as a failure or delay due to Force Majeure only in the event that such person firm or company shall itself be prevented from or delayed in complying with its obligations under such contract, supply arrangement or sub-contract or otherwise as a result of circumstances of Force Majeure.
- 18.5 For the avoidance of doubt it is hereby expressly declared that the only events which shall afford relief from liability for failure or delay shall be any event qualifying for Force Majeure hereunder.

19 Bankruptcy and Insolvency

- 19.1 If the Supplier shall, from bankruptcy, insolvency, or other like cause be prevented or delayed in carrying out this Framework Agreement, or shall not carry out the same to the satisfaction of the Authority, it shall be lawful for the Authority, after notifying the Supplier of its intention to do so, to employ any other person to proceed with and complete the Framework Agreement, in such manner as it may think fit and proper, and thereafter the Framework Agreement shall, at the option of the Authority become voidable, but without prejudice to any rights of action by the Authority to which the Supplier may be subject for any neglect in or about the performance or non-performance of the Framework Agreement. No claim shall be made by the Supplier for materials supplied by him after the date of notice referred to above. Provided, however, that this clause shall not be applied if and so far as the Authority is satisfied that the delay has been due to strike or lock-out of workmen or other circumstances over which the Supplier had no control.

20 Prevention of bribery

- 20.1 The Supplier:
- 20.1.1 shall not, and shall procure that the staff and all sub-contractor personnel shall not, in connection with this Framework Agreement and any Order placed under it commit a Prohibited Act; and
 - 20.1.2 warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Authority and/or a Participating Authority, or that an agreement has been reached to that effect, in connection with the execution of this Framework Agreement, excluding any arrangement of which full details have been disclosed in writing to the Authority before execution of this Framework Agreement.
- 20.2 The Supplier shall:
- 20.2.1 if requested, provide the Authority and/or Participating Authority with any reasonable assistance, at the Authority and/or Participating Authority's reasonable cost, to enable the Authority and/or Participating Authority to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act 2010; and
 - 20.2.2 within 20 Working Days of the Commencement Date, and annually thereafter, certify to the Authority and/or Participating Authority in writing (such certification to be signed by an officer of the Supplier) compliance with this clause 20 by the Supplier and all persons associated with it or other persons who are supplying goods or services in connection with this Framework Agreement. The Supplier shall provide such supporting evidence of compliance as the Authority and/or Participating Authority may reasonably request.
- 20.3 The Supplier shall have an anti-bribery policy (which shall be disclosed to the Authority and/or Participating Authority) to prevent any staff or sub-contractors from committing a Prohibited Act and shall enforce it where appropriate.
- 20.4 If any breach of clause 20.1 is suspected or known, the Supplier must notify the Authority and/or Participating Authority immediately.
- 20.5 If the Supplier notifies the Authority and/or Participating Authority that it suspects or knows that there may be a breach of clause 20, the Supplier must respond promptly to the Authority and/or Participating Authority's enquiries, co-

- operate with any investigation, and allow the Authority and/or Participating Authority to audit books, records and any other relevant documents.
- 20.6 The Authority and/or Participating Authority may terminate this Framework Agreement by written notice with immediate effect if the Supplier, its staff or sub-contractors (in all cases whether or not acting with the Supplier's knowledge) breaches clause 20.1.
- 20.7 Any notice of termination under clause 20.6 must specify:
- 20.7.1 the nature of the Prohibited Act;
 - 20.7.2 the identity of the party whom the Authority and/or Participating Authority believes has committed the Prohibited Act; and
 - 20.7.3 the date on which this Framework Agreement will terminate.
- 20.8 Despite clause 26, any dispute relating to:
- 20.8.1 the interpretation of this clause 20; or
 - 20.8.2 the amount or value of any gift, consideration or commission, shall be determined by the Authority and/or Participating Authority and its decision shall be final and conclusive.
- 20.9 Any termination under this clause 20 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Authority and/or Participating Authority.
- 21 Service of Notices**
- 21.1 Any notice which either Party is required to give to the other shall be given in or confirmed by writing and shall be sufficiently served if sent to the other Party at its address specified in the Agreement either by (a) hand, (b) first class post or recorded delivery or, (c) electronic mail transmission confirmed by registered, first class post or recorded delivery within 24 hours of transmission.
- 21.2 For the purpose of clause 21.1 above the address of each Party shall be:
- 21.2.1 For the Authority:
For the attention of: REDACTED
 - 21.2.2 For the Supplier:
For the attention of: REDACTED
- 21.3 Either Party may change its address for service by notice as provided in this clause 21.
- 22 Intellectual Property Rights**
- 22.1 The Supplier shall at any time during or after the Framework Period execute all documents and do all acts and things necessary to obtain or maintain in any part of the world any Intellectual Property Rights or other protection in respect of the documents produced by or on behalf of the Supplier in the provision of the Equipment or performance of the Services.
- 22.2 Where the Supplier utilises the Intellectual Property Rights of any third party in providing the Equipment or carrying out the Services the Supplier warrants that it has full capacity and authority to utilise such Intellectual Property Rights.
- 22.3 If appropriate the Supplier shall:
- 22.3.1 use all reasonable efforts to procure the right to grant to the Authority a sub-licence to use any third party Intellectual Property Rights, and by the entering into this Agreement, shall grant such sub-licence (which shall be perpetual and irrevocable); or
 - 22.3.2 if the Supplier is unable to procure the right to grant the sub-licence referred to in clause 22.3.1 the Supplier shall use its best endeavours to procure that the third party grants to the Authority a licence to use the

third party Intellectual Property Rights provided that the terms of any sub-licence (which shall be perpetual and irrevocable) shall not detract from the rights granted to the Authority under the Agreement.

- 22.4 The Supplier shall fully indemnify and hold the Authority and/or the Participating Authorities harmless against all actions, claims, demands, proceedings, costs, charges and expenses (including legal fees on an indemnity basis) arising from or incurred by reason of any infringement or alleged infringement of any letters patent, designs registered or unregistered, copyright, trade mark, trade name or other Intellectual Property Rights including any wrongful use of Confidential Information arising as a result of the Authority's and or a Participating Authority's use, possession or reproduction of the results or arising in any other way from the Supplier's supply of the Equipment or provision of the Services under the Framework Agreement.

23 Equalities and Diversity

- 23.1 The Supplier agrees that there shall be no discrimination by it against any person with respect to opportunity for employment or conditions of employment, because of age, disability, gender reassignment, marriage and civil partnership, race, religion or belief, sex, sexual orientation, responsibility for dependents or trade union activity.
- 23.2 The Supplier shall in all matters arising in the performance of the Framework Agreement conform with the provisions of the Equality Act 2010.
- 23.3 The Supplier shall, at all times, be responsible for and take all such precautions as are necessary to protect the health and safety of all employees, volunteers and any other persons involved in, or receiving goods or services from, the performance of the Framework Agreement and shall comply with the requirements of the Health and Safety at Work Act 1974 and any other Act or Regulation relating to the health and safety of employed persons and any amendment or re-enactment thereof.
- 23.4 The Authority shall be entitled at the Authority's expense to inspect such books, accounts and records belonging to the Supplier as are necessary to demonstrate compliance with clauses 23.1 – 23.3 above.
- 23.5 The cost to the Supplier in meeting the requirements of this clause 23 shall be included in the Price.

24 Contracts (Rights of Third Parties) Act 1999

- 24.1 Without in any way detracting from the Participating Authorities' right to place an Order on the terms of the Framework Agreement under clause 2 and 3, a person who is not a party to this Framework Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Framework Agreement but this does not affect any rights or remedies of a third party which exists or are available from this Act.

25 Severability

- 25.1 If any provision of this Framework Agreement is held invalid, illegal or unenforceable for any reason by any court of component jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Framework Agreement had been executed with the invalid, illegal or unenforceable provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Framework Agreement, the Authority and the Supplier shall immediately commence good faith negotiations to remedy such invalidity.

26 Dispute Resolution

- 26.1 The Parties will use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to the Framework Agreement within thirty (30) days. If any dispute cannot be settled amicably through ordinary negotiations then it shall in the first instance be referred to the Director for Universal Services for the Authority for discussion and resolution.
- 26.2 If the dispute is not resolved in accordance with clause 26.1 above the Parties will attempt to settle it by mediation.
- 26.3 A neutral adviser or mediator ("the Mediator") shall be chosen by agreement between the parties or, if they are unable to agree upon a Mediator within ten (10) Working Days after a request by one Party to the other to appoint a Mediator or if the Mediator agreed upon is unable or unwilling to act, either Party shall within ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days of notice to either Party that the Mediator is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator. The Parties shall within ten (10) working days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure.
- 26.4 Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
- 26.5 If the parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives.
- 26.6 Failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to this Framework Agreement without the prior written consent of both Parties.
- 26.7 If the Parties fail to reach agreement in the structured negotiations within forty (40) working days of the Mediator being appointed, or such longer period as may be agreed by the parties, then any dispute or difference between them may be referred to the courts.
- 26.8 If the Parties fail to reach agreement within forty (40) working days of reference of the dispute to mediation, or such longer period as may be agreed between parties, then any dispute or difference between them may be referred to the Courts.

27 Authority Disclaimer

- 27.1 The Authority will accept no liability for any non-payment whatsoever or for any loss or damage whether indirect or direct howsoever from any Order placed under this Framework Agreement by a Participating Authority.

28 Non-Exclusivity

- 28.1 This Framework Agreement is for the Authority and/or the Participating Authorities to place Orders for the Equipment and Services (if required) of the Supplier and is not intended to place any restriction upon the ability of the Authority and/or the Participating Authorities at their own discretion to use the services of other contractors. Further the Authority cannot guarantee the value

or volume of Orders it may place with the Supplier under this Framework Agreement.

29 Deed of Guarantee

- 29.1 If the Supplier is a subsidiary company within the meaning of Section 1159 of the Companies Act 2006, he shall provide a Guarantee by his holding company or companies to secure the due performance by the Supplier of his obligations to the Authority.

30 Amendments to the Framework Agreement

- 30.1 This Framework Agreement shall not be varied or amended unless such variation or amendment is agreed in writing by a duly authorised representative of the Authority on behalf of the Authority and by a duly authorised representative of the Supplier on behalf of the Supplier.
- 30.2 The Authority and/or a Participating Authority shall be entitled to use a Bus Open Data (BODs) system as set out further in the Specification.
- 30.3 The parties acknowledge that a variation may result in additional services and supplies to the Authority and/or Participating Authority as set out in the Specification or in the in the following circumstances:
- 30.3.1 the emergence of new and evolving relevant technologies which could improve the Service or Equipment;
 - 30.3.2 new or potential improvements to the Service including the quality, responsiveness, procedures, benchmarking methods, performance mechanisms and customer support services in relation to the Service;
 - 30.3.3 new or potential improvements to the interfaces or integration of the Equipment and/or Services with other services provided by third parties or the Authority and/or Participating Authority which might result in efficiency or productivity gains or in reduction of operational risk; and
 - 30.3.4 changes in ways of working that would enable the Equipment and or Services to be delivered at lower costs and/or bring greater benefits to the Authority and/or Participating Authorities.
- 30.4 Any additional services and/or supplies will be subject to or upon terms and conditions which are not materially different to the terms and conditions of this Framework Agreement other than as to price and duration of the term.
- 30.5 The cost of all additional services and/or supplies shall be agreed by the parties and shall be based upon similar marginal prices as applicable to the services and/or supplies in Schedule 4 and on the basis that such costs do not result in an increased profit margin to the Supplier.

31 Re-tender/TUPE and handover

- 31.1 The parties agree that the provisions of Schedule 3 (Staff Transfer and TUPE) shall apply to any Relevant Transfer of staff under this Framework Agreement and/or any Order Agreement.
- 31.2 The Supplier shall provide the Authority with the information set out in Schedule 3 (Staff Transfer and TUPE) and such other information and data as the Authority may reasonably require to enable it to prepare the necessary documentation to carry out a procurement process or to appoint a Replacement Supplier to provide the Services in place of the Supplier.

32 Waiver

- 32.1 The failure of either Party to insist upon strict performance of any provision of this Framework Agreement or the failure of either Party to exercise any right or

remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of obligations established by this Framework Agreement.

32.2 A waiver of any default shall not constitute a waiver of any subsequent Default.

32.3 No waiver of any of the provisions of this Framework Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of clause 21.

33 Publicity and Media

33.1 The Supplier shall not make any press announcements or publicise the Framework Agreement or any part thereof in any way, except with the written consent of the Authority (such consent not to be unreasonably withheld or delayed).

33.2 The Supplier shall take all reasonable steps to ensure the observance of the provisions of clause 33.1 by its servants, employees, agents, professional advisors, contractors and sub-contractors.

34 Entire Agreement

34.1 This Framework Agreement constitutes the entire understanding between the parties relating to the subject matter of this Framework Agreement and, save as may be expressly referenced or referred to herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto, except in respect of any fraudulent misrepresentation made by either Party.

35 Law and Jurisdiction

35.1 The Framework Agreement shall be considered as a agreement made in England and according to English Law and subject to the exclusive jurisdiction of the English Courts to which both parties hereby submit.

35.2 This clause is binding on the Authority and its respective successors and assignees and the Supplier and its successors and permitted assignees.

IN WITNESS WHEREOF, the parties hereto have caused this Framework Agreement to be executed and delivered as a Deed by their duly authorised representatives and delivered on the date above first written.

Executed as a Deed by Hampshire County Authority

The COMMON SEAL of

HAMPSHIRE COUNTY AUTHORITY

was hereunto affixed in the presence of:-

Signed:

Position

Executed as a Deed by []

Signed for and on behalf of []

Director:

Director/Secretary:

Schedule 1 – Order Agreements

The General Conditions of Contract for the Supply, Installation and Commissioning of a Real Time Passenger Information (RTPI) System shall be the Model Form of General Conditions of Contract MF/1 (Rev 5), 2010 Edition, for the Supply of electrical, electronic or mechanical plant – with erection. Page 61 shall not apply.

AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

The following amendments to the General Conditions of Contract relate to this Contract:

Page Number & Clause	Detail of Change
Page 1 – Clause 1.1 a	Delete ‘Purchaser’ and replace with ‘Contracting Authority’
Page 1 – Clause 1.1.d	Delete ‘Engineer’ and replace with ‘Contracting Authority’
Page 1 – Clause 1.1f	Add at end of sentence: ‘and any Order’
Page 1 – Clause 1.1k	After Works add ‘as calculated in accordance with the Framework Agreement’.
Page 2 - Clause 1.1.o	Add ‘and all items described as Equipment in the Specification’
Page 2 – Clause 1.1w	Delete ‘after’ and insert ‘before’.
Page 2 – Clause 1.1v	After Purchaser add ‘which shall be conducted in two distinct stages to which Clause 28 as amended shall apply in full to each stage. The first stage is the Pre Site Acceptance Test (Pre SAT) and the second is the Site Acceptance Test (SAT) both as set out in the Specification.’
Page 3 – New definition Clause 1.1gg	‘Order’ means an official order issued by the Contracting Authority to the Contractor in respect of the Works or any Section of Works.
Page 3 - New definition Clause 1.1hh	‘Framework Agreement’ means the framework agreement for the Supply, Installation and Commissioning and Optional Maintenance of RTPI.
Page 3 – New definition clause 1.1ii	“FOIA” means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and /

Page Number & Clause	Detail of Change
	or codes of practice issued by the Information Commissioner in relation to such legislation.
Page 3 – New definition Clause 1.1 jj	“EIR” means the Environmental Information Regulations 2004.
Page 3 – New definition 1.1 kk	“Payment Adjustment” means the deduction to be made from the Contract Price in accordance with clause 23.5.1, 28 and 36.2.2 and 36.6 as amended.
Page 3 – New definition Services	“Services” means the services associated with the provision of the Software and associated maintenance as set out in the Specification.
Page 4 – Clause 2.5 Confirmation in Writing	Delete all from ‘not effective’ to the end of the sentence and add “be effective whilst the Contractor awaits written confirmation’.
Page 4 – Clause 2.8 Replacement	Delete clause in full.
Page 5 – Clause 4.1 Precedence of Documents	Delete and replace with: The several documents forming the Contract are to be taken as mutually explanatory of one another and in case of ambiguities or discrepancies the same shall be explained and adjusted by the Contracting Authority who shall thereupon issue to the Contractor appropriate instructions in writing which shall be regarded as instructions issued in accordance with Clause 2.4.
Page 5 – Clause 5.2 Contractor to Inform Himself Fully	Add new sentence at the end of Line 11: “No allowance shall be made for additional costs incurred by the Contractor as a result of his failure to inspect the Site.
Page 5 – Clause 5.2 Site Data	Delete and replace with: The Contractor shall be deemed to have inspected and examined the Site and its surroundings and to have satisfied himself before submitting his tender as to the form and nature of the Site (so far as is practicable and having taken into account any information in connection therewith which may have been provided on behalf of the Contracting Authority) the extent and nature of the work and

Page Number & Clause	Detail of Change
	materials necessary for the execution and completion of the Works the means of communication with an access to and within the Site the accommodation he may require and in general to have obtained for himself all necessary information (subject as above mentioned) as to risks contingencies and all other circumstances influencing or affecting his tender.
Page 5 – Clause 5.7 Unexpected Site Conditions	Delete and replace with: The Contractor shall be deemed to have familiarised himself with the Site area covered by the Contract, the nature and the type of Plant to be installed including the means of access thereto.
Page 6 – clause 8.2 Performance Bond or Guarantee	Delete 'letter of acceptance and replace with 'Order'
Page 7 – Clause 11.1 Contracting Authority's General Obligations	Add to the end of this clause: The Contractor shall note that the provision of the New Roads and Street Works Act 1991 shall apply to all roads within the County.
Page 7 – Clause 11.5 Purchasers Lifting Equipment	Delete.
Page 7 – Clause 11.6 Utilities and Power	Delete and replace with: No utilities or power shall be provided by the Contracting Authority for the purposes of this Contract.
Page 8 – Clause 11.7 Power etc for Tests on Site	Delete and replace with: The Contractor shall provide at its own cost all necessary facilities to carry out any Tests on Site.
Page 9 – Clause 14.1 Programme	Delete sub-paragraph v.
Page 9 – Clause 14.5 Revision of Programme	Add to line 23:

Page Number & Clause	Detail of Change
	'Where a modification to the programme is required by the Contractor for which the Contracting Authority is agreeable, the cost of any modifications made by the Contracting Authority shall be borne by the Contractor'.
Page 11 – Clause 18.2 Site Services	Delete Clause in full.
Page 11 – Clause 18.3 Clearance of Site	Add to the end of this clause: “and in accordance with any Statutory regulations which may be in force from time to time”.
Page 12 – Clause 19.1 Hours of Work	Add: The Contractor shall abide by the Environmental Protection Act 1990 and any other regulatory or statutory requirement guidance with regard to noise pollution. Add at 19 ‘or to rectify any outstanding items following the Completion Tests.’
Page 12 – Clause 20.1 Safety	Delete and replace with: The Contractor shall at all times comply with the Health and Safety at Work Act 1974 and any other safety requirements as detailed in the Specification.
Page 13 – Clause 23 Inspection and Testing of Plant before Delivery	Add at line 23 end of sentence ‘in accordance with the Factory Acceptance Test (FAT) as set out in the Specification.
Page 13 – Clause 23 Add new 23.5.1	If the Plant or any Section fails to pass the FAT on the date set by the Contracting Authority, without prejudice to the right of the Contracting Authority to reject as set out in Clause 23.5 above, the Contracting Authority shall also be entitled to deduct from the Contract Price the percentage stated in the Appendix for each week between the failure and the date the Plant meets the FAT on any revised date as set by the Contracting Authority.
Page 13 – Clause 23 Add New Clause 23.5.2	If the Plant fails to pass the FAT (including any repetition thereof) the Contractor shall take whatever steps necessary to enable the Plant to pass the FAT unless any time limit specified by the

Page Number & Clause	Detail of Change
	Contracting Authority shall have expired, in which case the Contracting Authority shall be entitled to reject the Plant and proceed in accordance with Clause 34.2.
Page 24.2	
Page 17 – Clause 28.1 Notice of Tests	Line 9 page 17 - Delete “21” and insert “5”. Line 11 page 17 - Delete “10” and insert “5”.
Page 17 – Clause 28.2 Time for Tests	Delete Clause in full.
Page 17 – Clause 28.3 Delayed Tests	Line 20 - Delete “21” and insert “5”. Line 40 - Delete “21” and insert “5”. Line 44 - Delete all after “Price”.
Page 17 – Clause 28.3	if the Contractor fails to make the Test on Completion either at the stage 1 Pre STA or at the stage 2 SAT within the time as set by the Contracting Authority then the Contracting Authority shall also be entitled to deduct from the Contract Price the percentage stated in the Appendix for each week between the failure and the date the Works meet the Test on Completion (SAT) on any revised date as set by the Contracting Authority.
Page 18 – Clause 31.1 Interference with tests	Delete Clause in full.
Page 18 – Clause 31.2 Tests during Defects Liability Period	Delete Clause in full.
Page 19 – Clause 34.2 Prolonged Delay	Line 24 page 19 delete all after ‘Purchaser’ and replace with: ‘shall by further notice to the Contractor instruct him not to execute any further Works associated with the Order and the Contracting Authority shall instruct another contractor to complete the Works and recover from the Contractor any loss suffered by the Contracting Authority by reason of the said failure.’
Page 19 – Clause 35 Performance Tests	Delete clause in full

Page Number & Clause	Detail of Change
Page 21 – Clause 36.6 Removal of Defective Work	Add after 'Site' line 47: The Contractor shall replace defective or damaged Plant at its own cost to ensure that the performance of the Works is not jeopardised.
Page 22 – Clause 36.8 Contractor to Search	Delete all text from 'Purchaser' in line 11 and add: 'Such search shall be at the Contractor's expense.'
Add the following clauses:	
Page 22 – New Clause 36.11 General Guarantee	The Contractor shall guarantee all labour, hardware and software for the Works undertaken by him for the period of 12 months unless the reason for the work is "vandalism". This guarantee shall take effect from the first day following the issue of the Taking-Over Certificate.
Page 22 – Clause 37 Vesting of Plant, and Contractor's Equipment	Add new clause 37.3. For the avoidance of any doubt, the Contracting Authority shall own any data held within any Plant provided under this Contract.
Page 23 – clause 39.1 Application for Payment	As set out in the Special Conditions for each Order
Page 23 – Clause 39.2 Form of Application	As set out in the Order.
Page 25 - Clause 40.1 Payment	After the words 'Special Conditions' insert or the 'Specification and/or Order'
Page 26 – Clause 41.1 Notification of Claims	Delete line 5 and replace with the following: 'and no later than 30 days following the date of notice the'
Page 26 – clause 41.2 Allowance for Profit	Delete clause in full.
Page 31 – Clause 47.4 Third Party Insurance	Add to the end of line 53: The Contractor shall be liable for and shall indemnify the Contracting Authority against any expense, liability, loss, claim or proceeding whatsoever arising under any statute or at common law in respect of injury to or death of any person

Page Number & Clause	Detail of Change
	<p>whomsoever arising out of or in the course of or caused by the performance of the Contractor.</p> <p>The Contractor shall be liable for and shall indemnify the Contracting Authority against any expense, liability, loss, claim or proceeding in respect of any injury or damage whatsoever to any property real or personal in so far as such injury or damage arises out of or in the course of or by reason of the performance of the Contract.</p> <p>Without prejudice to his liability to indemnify the Contracting Authority the Contractor shall take out and maintain such insurances as are necessary to cover the liability of the Contractor. The policy indemnity will be for not less than £10,000,000 for Public Liability for any one occurrence or series of occurrences arising out of the same event; not less than £10,000,000 for Employers Liability for any one occurrence or series of occurrences arising out of the same event; and not less than £10,000,000 for Product Liability for any one occurrence or series of occurrences arising out of the same event and in the aggregate be not less than £10,000,000 per annum.</p> <p>The Contractor shall immediately notify the Contracting Authority and the insurers of any happening or event which may give rise to any claim, demand, proceeding, damage, cost or charge whatsoever arising out of the particular work, and the Contractor shall indemnify the Contracting Authority against any loss whatsoever which may be occasioned to the Contracting Authority by the Contractor's failure to give such notification.</p>
New Clause 55 - Traffic Management/ Reinstatement	The Contractor shall abide by the New Roads and Street Works Act 1991 and shall send to the local Highway Authority or their Agents such notices required under the Act on behalf of the Contracting Authority with regard to all works to ensure that all permanent reinstatement is completed in accordance with the Specification Code of Practice related to the Act. This shall include for all notices, road closures, compliance with Chapter 8 of the Traffic Signs Manual.
New Clause 56 - Quality Assurance BS EN ISO 9002 : 1994	The Contractor's offices and depots associated with the Contract shall be certificated to ISO 9001:2008

Page Number & Clause	Detail of Change
	at the commencement of the Contract for all activities covered by the Contract.
New Clause 57 - Improper Inducement or Reward	The Contracting Authority shall be entitled to terminate the Contract and to recover from the Contractor the amount of any loss resulting from such termination if the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Contract or any other Contract with the Council or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Council or if the like acts shall have been done by any person employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) or if in relation to any Contract with the Council the Contractor or any person employed by him or acting on his behalf shall have committed any offence under the Bribery Act 2010 or shall have given any fee or reward the receipt of which is an offence under Sub-Section (2) and (3) of Section 117 of the Local Government Act, 1972.
New Clause 58 - Contractors Documents Language	All documents relating to this Contract shall be completed only in English.
New Clause 59 – Publicity and Media	<p>59.1 The Contractor shall not make any press announcements or publicise the Contract or any part thereof in any way, except with the written consent of the Contracting Authority (such consent not to be unreasonably withheld or delayed).</p> <p>59.2 The Contractor shall take all reasonable steps to ensure the observance of the provisions of clause 59.1 by its servants, employees, agents, professional advisors, Contractors and sub-contractors.</p>
New Clause 60 - Data Protection Act 1998	<p>60.1 It is not anticipated that there will be any Personal Data processed under this Contract with the exception of business names and contact details which the parties shall share in order to manage the Contract.</p>

Page Number & Clause	Detail of Change
	<p>60.2 If any other Personal Data is processed, the parties shall comply at all times with provisions equivalent to the Data Protection Legislation and shall agree any necessary amendments or variations to this clause in accordance with the provisions set out in this Contract.</p> <p>60.3 Each party agrees that it shall not perform its obligations under this Framework Agreement in such a way as to cause the other party to breach any of its applicable obligations under the Data Protection Legislation.</p>
New Clause 61 - Equalities and Diversity	<p>61.1 The Contractor shall not unlawfully discriminate within the meaning and scope of any law including but not limited to the Equalities Act 2010, enactment, order, or regulation relating to discrimination (whether in age, race, gender, religion, disability, sexual orientation or otherwise) in employment or in the performance of their obligations under this Contract.</p> <p>61.2 The cost to the Contractor in meeting the requirements of this Clause 61 shall be included in the Contract Price.</p> <p>61.3 The Contracting Authority shall be entitled at the Contractor's expense to inspect such books, accounts and records belonging to the Contractor as are necessary to demonstrate compliance with this Clause 61.</p>
New Clause 62 - FOIA and EIR	<p>62.1 The Contractor acknowledges that the Contracting Authority is subject to the requirements of the FOIA and the EIR and shall assist and co-operate with the Contracting Authority (at the Contractor's expense) to enable the Contracting Authority to comply with these information disclosure requirements.</p> <p>62.2 The Contractor shall and shall procure that their sub-contractors shall:</p> <p style="padding-left: 40px;">62.2.1 transfer any request for information to the Contracting Authority as soon as practicable after receipt and in any</p>

Page Number & Clause	Detail of Change
	<p>event with two working days of receiving a request for information;</p> <p>62.2.2 provide the Contracting Authority with a copy of all information in its possession or power in the form that the Contracting Authority requires within seven working days (or such other period as the Contracting Authority may specify) of the Contracting Authority requesting that information; and</p> <p>62.2.3 provide all necessary assistance as reasonably requested by the Contracting Authority to enable the Contracting Authority to respond to a request for information within the time for compliance set out in Section 10 of the FOIA or regulation 5 of the EIR.</p> <p>62.3 The Contracting Authority shall be responsible for determining at its absolute discretion whether any information:</p> <p>62.3.1 is exempt from disclosure in accordance with the provisions of the FOIA or the EIR; or</p> <p>62.3.2 is to be disclosed in response to a request for information;</p> <p>and in no event shall the Contractor respond directly to a request for information unless expressly authorised to do so by the Contracting Authority.</p> <p>62.4 The Contractor acknowledge that the Contracting Authority may be obliged under the FOIA or the EIR to disclose information:</p> <p>62.4.1 without consulting with the Contractor; or</p> <p>62.4.2 following consultation with the Contractor and having taken their views into account.</p>
New Clause 63 - Contracts (Rights of Third Parties) Act 1999	63.1 None of the provisions of the Contract are intended to or will operate to confer any benefit (pursuant to the Contracts (Rights of Third Parties)

Page Number & Clause	Detail of Change
	Act 1999) on a person who is not named as a party to the Contract.
New Clause 64 - Waiver	64.1 The failure of either party at any time to enforce any provision of the Contract shall in no way affect its rights thereafter to require complete performance by the other party nor shall the waiver of any breach of any provision or be taken or held to be a waiver of any subsequent breach of any such provision or be a waiver of the provision itself.
New Clause 65 - Severability	65.1 Should any provision of the Contract be or become unlawful then it shall be treated as of no effect and the remaining provisions shall be construed so far as possible to give effect to the intention of the Contract.
Page 42 - Additional Special Conditions For use In Contracts Involving The Incidental Supply of Hardware and Software	
Page 42	Definition of 'Bespoke Software' please delete 'listed hereto in the Schedule'.
Page 42	Delete definition 'Functional Specification' and add: "FSS" shall mean the Final System Specification as set out in the Specification.
Page 42	Definition of 'Standard Software' please delete 'listed hereto in the Schedule'.
Page 42	Amend definition: 'Statement of Requirement's, to read 'Specification'
Page 42	new definition: 'New Release' means a new release of all or any part of the Software suitable for use by the Contracting Authority in which previously identified faults have been remedied or to which any modification, enhancement, revision or update has been made, or to which any further functions have been added.
Page 42	Add new definition: 'New Version' means a new version of the Software released by the Contractor

Page Number & Clause	Detail of Change
	after the Acceptance which provides additional or improved functionality or performance.
Page 42	Add new definition 'Third Party Software' means the software programs proprietary to third parties which are to be provided to the Contracting Authority without modification.
Page 42	<p>Add to clause 2</p> <p><i>1 The Contractor warrants and represents that:</i></p> <p>(a) the Contractor's Software is proprietary to the Contractor and that it has the right to license all Intellectual Property Rights in and to the Contractor Software to the Contracting Authority;</p> <p>(b) none of the New Versions supplied by the Contractor under this Contract infringes the Intellectual Property Rights of any third party;</p> <p>(c) the System will meet all the requirements of the Specification and the FSS;</p> <p>(d) it shall not introduce any viruses onto the Contracting Authority's systems while performing the Services;</p> <p>(e) it will perform the Services in a timely, reliable and professional manner, in conformity with Good Industry Practice by a sufficient number of competent Support Staff with appropriate skills, qualifications and experience, and has and will at all times have the ability and capacity to meet such requirements;</p> <p>(f) it is in compliance with, and will perform the Services in compliance with, all applicable law and regulations;</p> <p>(g) the Contracting Authority will receive good and valid title to all deliverables in connection with the Services, free and clear of all encumbrances and liens of any kind;</p> <p>(h) in respect of New Releases:</p> <p>(h.i) no release issued by the Contractor in accordance with the Services will adversely and materially affect the performance or functionality of the Software;</p> <p>(h.ii) each release so issued will be compatible with the Equipment, the Third- Party Software and any other hardware, software and Plant used by the Contracting Authority which needs to interface in any way with such release; and</p> <p>(i) the implementation of each release will not necessitate the upgrading or replacement of</p>

Page Number & Clause	Detail of Change
	<p>any of the Equipment, the Third-Party Software or such other hardware, software and equipment which at the date of issue of the release is interfacing with the earlier release.</p> <p><i>2.2 The warranties set out in this clause 2 are in lieu of all other express or implied warranties or conditions, including implied warranties or conditions of satisfactory quality and fitness for a particular purpose, in relation to this Contract.</i></p> <p><i>2.3. The Contractor shall indemnify the Contracting Authority against any losses, damages, costs (including legal fees) and expenses incurred by, or awarded against, the Contracting Authority as a result of the Contractor's breach of this Contract or any negligent or wrongful act of the Contractor, its officers, employees, contractors or agents.</i></p> <p><i>2.4 The Contracting Authority has relied on the Contractor's recommendations in deciding to acquire the Third-Party Software and the Software and, accordingly, if the Software does not function in accordance with the Specification and the FSS as a result of acquisition of the same and requires replacement, the Contractor shall be deemed to be in breach of the warranties under clause 2 and shall indemnify the Contracting Authority against the cost of acquiring any appropriate replacement and any related services required.</i></p>
Page 43 – Clause 4	<p>Delete first five sentences and replace with:</p> <p>The parties shall meet together with such frequency as set out in the Specification or Order.</p>
Page 44	<p>Delete clause 8 and replace with:</p> <p><i>8.1 The Contractor grants, subject to the terms of this Contract, the Contracting Authority the non-exclusive, non-transferable right to use the Software for any activity in the course of it function, role, responsibility and activities as a local authority.</i></p> <p>8.2 In consideration of the payment of the Contract Price in respect of Third Party Software supplied hereunder the Contractor shall:</p> <p>(a) use best endeavours to grant to the Contracting Authority a sub-licence to use the Third Party</p>

Page Number & Clause	Detail of Change
	<p data-bbox="922 241 1364 409">Software and by the entering into of this Contract, shall grant such sub-licence (which shall be perpetual and irrevocable); or</p> <p data-bbox="754 454 1364 969">(b) if the Contractor is unable to procure the right to grant the sub-licence referred to in clause (a) the Contractor shall procure, that the third party grants to the Contracting Authority a licence to use the Third Party Software provided that any terms of any sub-licence (which shall be perpetual and irrevocable) shall not detract from the rights granted to the Contracting Authority under the Contract.</p> <p data-bbox="635 1014 1364 1216">8.2 The Contractor shall not acquire title to the Intellectual Property Rights in the Bespoke Software developed for the purpose of the Contract which, for the avoidance of doubt, shall vest in the Contracting Authority in consideration of the payment of the Price.</p> <p data-bbox="635 1261 1364 1462">8.3 The Contractor shall not acquire title to the Intellectual Property Rights in the Bespoke Software developed for the purpose of the Contract which, for the avoidance of doubt, shall vest in the Contracting Authority in consideration of the payment of the Price.</p> <p data-bbox="659 1507 1364 2024">8.4 The Contractor confirms that it will deposit a copy of the internal code of the Software appropriately modified to suit the needs of the Contracting Authority together with all necessary associated documentation with a mutually agreed party under an Contract ("Escrow Agreement") and the Contractor confirms that such Escrow Agreement shall provide for the release of the deposited materials to the Contracting Authority in the event of the insolvent liquidation of the Contractor. The Contractor shall produce a copy of the Escrow Agreement to the Contracting Authority and the Contracting</p>

Page Number & Clause	Detail of Change
	<p>Authority shall thereupon be deemed to have full knowledge of the Escrow Agreement and the registration there under and shall be bound by its terms.</p> <p>8.5 The Contracting Authority shall be entitled to engage a third party to use, reproduce, modify, adapt and enhance the Bespoke Software and to use the Contractor's Software, Internal Code and Third Party Software subject to and in accordance with the Contract on behalf of the Contracting Authority, provided that such third party shall have entered into a confidentiality undertaking.</p> <p>8.6 The Contracting Authority shall be entitled to copy the Contractor's Software and Third Party Software in order to create an archival copy and a back-up copy of the same. When copying Software the Contracting Authority shall include the original machine-readable copyright notice, and a label affixed to the media, identifying the Software and stating: "This medium contains an authorised copy of copyrighted software that is the property of (the Contractor or the Third Party Software owner)."</p> <p>8.7 <i>The Contractor shall supply the Contracting Authority at no cost with New Releases when they become available.</i></p> <p>3.8 <i>The Contractor shall notify the Contracting Authority promptly, in writing, of the issue of any New Releases, specifying in what way the New Version differs from the previous version in terms of functionality, performance and compatibility.</i></p> <p>3.9 <i>For the avoidance of doubt, nothing in this Contract shall oblige the Contracting Authority to take any New Version.</i></p>
Page 45	<p>Delete clause 11. and add new Clause:</p> <p>Intellectual Property Rights indemnity</p> <p>11.1 <i>The Contractor shall indemnify the Contracting Authority against all liabilities, costs, expenses, damages and losses</i></p>

Page Number & Clause	Detail of Change
	<p><i>(including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Contracting Authority arising out of or in connection with any claim made against the Contracting Authority for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with use of the Software, any New Release, New Version or receipt of the benefit of the Services.</i></p> <p>11.2 <i>If any third party makes a claim, or notifies an intention to make a claim, against the Contracting Authority which may reasonably be considered likely to give rise to a liability under this indemnity (Claim), the Contracting Authority shall:</i></p> <p>11.2.1 <i>as soon as reasonably practicable, give written notice of the Claim to the Contractor, specifying the nature of the Claim in reasonable detail;</i></p> <p>11.2.2 <i>not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Contractor (such consent not to be unreasonably conditioned, withheld or delayed);</i></p> <p>11.2.3 <i>give the Contractor and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant documents and records within the power or control of the Contracting Authority, so as to enable the Contractor and its professional advisers to examine them and to take copies (at the Contractor's expense) for the purpose of assessing the Claim; and</i></p> <p>11.2.4 <i>subject to the Contractor providing security to the Contracting Authority to the Contracting Authority's reasonable satisfaction against any claim, liability,</i></p>

Page Number & Clause	Detail of Change
	<p>costs, expenses, damages or losses which may be incurred, take such action as the Contractor may reasonably request to avoid, dispute, compromise or defend the Claim.</p> <p>11.3 <i>If use of the System or receipt of the benefit of the Services becomes, or, in the opinion of qualified legal counsel, is likely to become, the subject of any claim of infringement of Intellectual Property Rights, the Contractor may:</i></p> <p>11.3.1 replace all or part of the System with functionally equivalent software or documentation without any charge to the Contracting Authority;</p> <p>11.3.2 modify the System as necessary to avoid such claim, provided that the System (as amended) functions in substantially the same way as the System or the New Releases (as the case may be) before modification;</p> <p>11.3.3 procure for the Contracting Authority a licence from the relevant claimant to continue using the System,</p> <p>and in the case of clause 11.3.1 or clause 11.3.2 only, the Contractor shall reimburse the Contracting Authority all reasonable additional costs and expenses they are required to incur in order to obtain software and hardware required to interact with such modified or replaced software and documentation, and additional services from third parties, all of which would not have been incurred if the System had been non-infringing.</p>

HAMPSHIRE COUNTY COUNCIL - APPENDIX TO CONDITIONS OF CONTRACT

Time for Completion		Clause 32.1	The time for completion of the Works after receipt of an Order is as advised under a Order.
Delay in Completion		Clause 34.1 Also applicable to Clause 23 and Clause 28	'Percentage to be deducted for each whole week of delay on completion of any Order 5%.
Maximum sum of Contract Value which may be deducted			50% per Order
Limitation of Contractor's Public Liability and Employers Liability		Clause 44.3	£10.0 million for any one occurrence or series of occurrences arising out of one event.
Person to appoint Arbitrator		Clause 52.1	The President of the Institution of Electrical Engineers.
Defects Liability		Add New Clause 36.2.2	In the event that a Critical or Non-Critical Fault shall arise, appear or occur the Contractor shall make good by repair or replacement at its own cost in accordance with the procedure as set out in the Specification.
Add to the end of clause 36.5		Clause 36.5	In respect of any Critical or Non-Critical Fault that is listed pursuant to clause 36.2.2 which is not remedied within the times stated, the Contracting Authority may make a Payment Adjustment which shall be deducted by re-charge through invoice every 3 weeks in delay as calculated by the Contracting Authority and as set out in the Maintenance Specification or in any Order.
Amend clause		Clause 5	Amendment at page 68, clause 5, line 28 after 'with the laws of' insert 'England'

ORDER TERMS AND CONDITIONS

IN RESPECT OF OPTIONAL MAINTENANCE ONLY

**ISSUED IN ACCORDANCE WITH FRAMEWORK AGREEMENT FOR
THE OF SUPPLY, INSTALLATION AND COMMISSIONING AND OPTIONAL
MAINTENANCE OF A REAL TIME PASSENGER INFORMATION (RTPI)
SYSTEM**

ORDER CONDITIONS OF CONTRACT – OPTIONAL MAINTENANCE ONLY

THIS ORDER AGREEMENT is made the day of

202

BETWEEN:

(3) [] of []
(the “Participating Authority”)

and

(2) **Vix Technology UK Limited** of RidgECourt The Ridge, Epsom, Surrey,
KT18 7EP, company number 03039051 (the “Supplier”)

These Order Conditions of Contract together with the relevant Order comprise the contractual provisions which apply to the Order entered into between the Participating Authority and the Supplier.

NOW IT IS HEREBY AGREED as follows:

1 Definitions and Interpretations

1.1 Definitions

“Agreement” means this contract for optional maintenance of a Real Time Passenger Information (RTPI) System between the Participating Authority and the Supplier consisting of these clauses and any attached Schedules.

“Approval” and “Approved” means the written consent of the Participating Authority’s Representative.

“Bespoke Software” means software wholly generated for or modifications to existing software made by the Supplier for the Participating Authority in the performance of this Agreement.

“Supplier’s Representative” means the individual authorised to act on behalf of the Supplier for the purposes of the Agreement.

“Confidential Information” means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, Services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either Party, [all personal data and sensitive personal data within the meaning of the Data Protection Act 1998] and the Commercially Sensitive Information.

“Participating Authority’s Representative” means the person for the time being appointed by the Participating Authority as being authorised to administer the Agreement on behalf of the Participating Authority or such person as may be nominated by the Participating Authority’s Representative to act on its behalf.

“Critical Fault” Any problem which causes significant impairment of the operational effectiveness of the system and affects the quality and quantity of information sent to display units or those which could endanger personal/public safety as fully described in the Specification.

“Data Protection Legislation” means all applicable UK law relating to the processing of personal data and privacy, including but not limited to the UK GDPR, and the Data Protection Act 2018.

“Default” means any breach of the obligations of either Party (including but not limited to fundamental breach or breach of a fundamental term) or any default, act, omission, negligence or statement of either Party, its

employees, agents or sub-Consultants in connection with or in relation to the subject matter of the Agreement and in respect of which such Party is liable to the other.

“Equipment” means the equipment, hardware and plant as described in the Specification or as detailed in the Order.

“Fault Report Procedure” means the procedure as set out in detail in the Specification.

“Framework Agreement” means the framework agreement for the Supply, Installation and Commissioning and Optional Maintenance of RTPI.

“FSS” shall mean the Final System Specification as set out in the Specification.

“Intellectual Property Rights” means patents, inventions, trade marks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

“**New Release**” a new release of all or any part of or a new version of the Software suitable for use by the Participating Authority in which previously identified faults have been remedied or to which any modification, enhancement, revision or update has been made, or to which any further functions have been added.

“New Version” means a new version of the Software released by the Supplier after which provides additional or improved functionality or performance.

“Non-Critical Fault” means any localised problem affecting individual signs or buses and having no affect on the quality or quantity of information sent to the display units as fully described in the Specification.

“Order” means an official order issued by the Participating Authority to the Supplier in respect of the Services.

“Party” means a party to the Agreement and “Parties” shall be construed accordingly.

“Payment Adjustment” means the payment adjustments as listed in the Specification.

“Period of Agreement” means the term of the Agreement unless terminated or varied by either party giving written notice in accordance with this Agreement.

“Personal Data” shall take the meaning given in the UK GDPR.

“Price” means the pricing schedule to include all routine, preventative, fault response, fault rectification, and spares holding as calculated in accordance with Schedule 3 of the Framework Agreement.

“Prohibited Act” shall mean the following constitute Prohibited Acts:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Participating Authority a financial or other advantage to:
 - (i) induce that person to perform improperly a relevant function or activity; or

- (ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;
- (c) committing any offence:
 - (i) under the Bribery Act 2010;
 - (ii) under legislation creating offences concerning fraudulent acts;
 - (iii) at common law concerning fraudulent acts relating to this Agreement or any other contract with the Participating Authority; or
- (d) defrauding, attempting to defraud or conspiring to defraud the Participating Authority.

“Relevant Transfer” means a relevant transfer for the purposes of TUPE.

“Services” means the services associated with the provision of the Software and associated maintenance as set out in the Specification and the Order.

“Staff” means all persons employed by the Supplier to perform the Agreement together with the Supplier’s servants, agents and sub-contractors used in the performance of the Agreement.

“Standard Software” means the Supplier’s standard computer programs including all documentation to be provided by the Supplier under the Agreement.

“Software” the Bespoke Software, the Standard Software and the Third Party Software.

“System” means that part of the Services consists of the Equipment and the Software as set out in the Specification and the FSS.

“Third Party Software” means any software in which the Intellectual Property Rights are owned by a third party which is supplied by the Supplier hereunder and licensed subject to the provisions of clause 3.

1.2 Interpretation

- (a) A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof.
- (b) Unless the context otherwise requires or admits the masculine gender includes the feminine and vice versa and the singular includes the plural and vice versa.
- (c) The headings and notes in this Agreement shall not be deemed to be part thereof or to be taken into consideration in the interpretation or performance of the Agreement.
- (d) All references herein to clauses are references to clauses numbered in the Conditions and not to those in any other document forming part of the Agreement.
- (e) In the event and to the extent only of any conflict between the clauses and the Schedules, the clauses shall prevail.

1.3 These terms supersede all previous terms of business.

2 Period of Agreement

2.1 This Agreement commences on the Commencement Date and shall terminate on the date as detailed in the Order unless extended or terminated in accordance with this Agreement.

2.2 Any extension to the Agreement Period shall be at the discretion of the Participating Authority and will be on substantially the same terms as the initial period of the Agreement.

3 The Services, Staff and Equipment

3.1 The Supplier shall provide the Services during the Period of Agreement in accordance with the Participating Authority's requirements as set out in the Specification and the terms of the Agreement in consideration of the payment of the Price.

3.2 Timely provision of the Services shall be of the essence of the Agreement, including in relation to commencing the provision of the Services within the time agreed or on a specified date.

3.3 The Supplier warrants that it shall at all times deliver the Services and provide the Equipment in accordance with the Law.

3.4 The Supplier warrants and represents that all Staff assigned to the performance of the Services shall possess and exercise such qualifications, skill and experience as are necessary for the proper performance of the Services.

3.5 The Supplier warrants that at all times during the term of this Agreement only suitably qualified staff are assigned to faults on site and hold, as a minimum, a Sector 8 (Permanent Traffic Control Equipment and Road Traffic Signs) Card under the Electro technical Certification Scheme or a recognised equivalent qualification and comply with the Electricity at Works Regulations 1989 and IEE wiring Regulations 18th Edition or any other applicable regulation that comes into force during the term of this agreement.

3.6 The Supplier warrants that it will hold sufficient Equipment to meet the response times of this Agreement as detailed in the Specification.

3.7 The Supplier shall ensure that all Services and Equipment provided pursuant to the Agreement exceeds or meets the requirements of the Specification and where the purpose for which the Services and Equipment are required is indicated in the Agreement, either expressly or by implication, shall be fit for that particular purpose.

3.8 The Supplier warrants that the Services and Equipment to be supplied under this Agreement shall comply in all respects with all relevant requirements of any statute, statutory rule or order, or other instrument having the force of law which may be in force at the time when the Equipment is supplied.

3.9 The risk in all Equipment to be provided under this Agreement will remain with the Supplier until the Equipment are delivered, installed and accepted by the Participating Authority.

3.10 The Participating Authority shall at all times own the title in all Equipment to be provided under this Agreement.

4. Payment

4.1 In consideration of the Supplier's supply of the Services in accordance with the Agreement the Participating Authority shall pay to the Supplier

- the Price as detailed and calculated in accordance with Schedule 4 and clause 4 of the Framework Agreement.
- 4.2 Each item included in Schedule 4 of the Framework Agreement which applies to this Agreement must include the following:
- 4.2.1 the rate for the Supplier to hold sufficient spares deemed necessary to meet the requirements of this Agreement;
 - 4.2.2 all travelling, subsistence and time spent on site investigating the fault call out (either where no fault is found or the fault relates to a loss in power supply beyond the RCBO); and
 - 4.2.3 all travelling, subsistence and time spent on site resolving or making safe faults which relate to vandalism or 3rd party damage.
- 4.3 The Price shall be fixed for the duration of the Period of Agreement and no variation shall be accepted for any reason whatsoever unless agreed in writing by the Authority.
- 4.4 The Authority reserves the right to vary the invoicing and payment procedures during the Period of Agreement.
- 4.5 The Supplier shall ensure that each invoice is submitted in accordance with the payment profile set out in the Order and contains all appropriate references and a detailed breakdown of the Services supplied and that it is supported by any other documents reasonably required by the Participating Authority to substantiate the invoice. If it is an electronic invoice it must also comply with the standard on electronic invoicing. For these purposes "electronic invoice" means an invoice which has been issued transmitted and received in a structured electronic format which allows for its automatic and electronic processing. An electronic invoice complies with the standard on electronic invoicing where it complies with the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.
- 4.6 The Participating Authority shall pay the Supplier any sums due under such an invoice no later than a period of 30 days of receipt of the invoice.
- 4.7 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
- 4.7.1 provisions having the same effect as clause 4.6 of this Agreement; and
 - 4.7.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as clause 4.6 of this Agreement.
- 5. Licence, Software and Warranties**
- 5.1 In consideration of the payment of the Price, the Supplier hereby grants to the Participating Authority a non-exclusive licence to use the Supplier's Software. Such licence to use the Supplier's Standard Software shall be perpetual and irrevocable.
- 5.2 In consideration of the payment of the Contract Price in respect of Third Party Software supplied hereunder the Supplier shall:
- 5.2.1 use best endeavours to grant to the Participating Authority a sub-licence to use the Third Party Software and by the entering into of this Contract, shall grant such sub-licence (which shall be perpetual and irrevocable); or
 - 5.2.2 if the Supplier is unable to procure the right to grant the sub-licence referred to in clause 5.2.1 the Supplier shall procure, that

the third party grants to the Participating Authority a licence to use the Third Party Software provided that any terms of any sub-licence (which shall be perpetual and irrevocable) shall not detract from the rights granted to the Participating Authority under the Agreement.

- 5.3 The Supplier shall not acquire title to the Intellectual Property Rights in the Bespoke Software developed for the purpose of the Agreement which, for the avoidance of doubt, shall vest in the Participating Authority in consideration of the payment of the Price.
- 5.4 The Supplier confirms that it will deposit a copy of the internal code of the Software appropriately modified to suit the needs of the Participating Authority together with all necessary associated documentation with a mutually agreed party under an agreement ("Escrow Agreement") and the Supplier confirms that such Escrow Agreement shall provide for the release of the deposited materials to the Participating Authority in the event of the insolvent liquidation of the Supplier. The Supplier shall produce a copy of the Escrow Agreement to the Participating Authority and the Participating Authority shall thereupon be deemed to have full knowledge of the Escrow Agreement and the registration there under and shall be bound by its terms.
- 5.5 The Participating Authority shall be entitled to engage a third party to use, reproduce, modify, adapt and enhance the Bespoke Software and to use the Supplier's Software, Internal Code and Third Party Software subject to and in accordance with the Agreement on behalf of the Participating Authority, provided that such third party shall have entered into a confidentiality undertaking.
- 5.6 The Participating Authority shall be entitled to copy the Supplier's Software and Third Party Software in order to create an archival copy and a back-up copy of the same. When copying Software the Participating Authority shall include the original machine-readable copyright notice, and a label affixed to the media, identifying the Software and stating: "This medium contains an authorised copy of copyrighted software that is the property of (the Supplier or the Third Party Software owner)."
- 5.7 The Supplier shall supply to the Participating Authority at no cost New Releases when they become available.
- 5.8 The Supplier shall notify the Participating Authority promptly, in writing, of the issue of any New Releases, specifying in what way the New Version differs from the previous version in terms of functionality, performance and compatibility.
- 5.9 For the avoidance of doubt, nothing in this Agreement shall oblige the Participating Authority to take any New Version.
- 5.10 The Supplier warrants and represents that:
 - 5.10.1 the Supplier Software are proprietary to the Supplier and that it has the right to license all Intellectual Property Rights in and to the Supplier Software to the Participating Authority;
 - 5.10.2 none of the New Versions supplied by the Supplier under this Agreement infringes the Intellectual Property Rights of any third party;
 - 5.10.3 the System will meet all the requirements of the Specification;

- 5.10.4 it shall not introduce any viruses onto the Participating Authority's systems while performing the Services;
 - 5.10.5 it will perform the Services in a timely, reliable and professional manner, in conformity with Good Industry Practice by a sufficient number of competent Support Staff with appropriate skills, qualifications and experience, and has and will at all times have the ability and capacity to meet such requirements;
 - 5.10.6 it is in compliance with, and will perform the Services in compliance with, all applicable law and regulations;
 - 5.10.7 the Participating Authority will receive good and valid title to all deliverables in connection with the Services, free and clear of all encumbrances and liens of any kind;
 - 5.10.8 in respect of New Releases:
 - 5.10.9 no release issued by the Supplier in accordance with the Services will adversely and materially affect the performance or functionality of the Software;
 - 5.10.10 each release so issued will be compatible with the Equipment, the Third-Party Software and any other hardware, software and Equipment used by the Participating Authority which needs to interface in any way with such release; and
 - 5.10.11 the implementation of each release will not necessitate the upgrading or replacement of any of the Equipment, the Third-Party Software or such other hardware, software and equipment which at the date of issue of the release is interfacing with the earlier release.
 - 5.11 The warranties set out in clause 5.10 are in lieu of all other express or implied warranties or conditions, including implied warranties or conditions of satisfactory quality and fitness for a particular purpose, in relation to this Agreement.
 - 5.12 The Supplier shall indemnify the Participating Authority against any losses, damages, costs (including legal fees) and expenses incurred by, or awarded against, the Participating Authority as a result of the Supplier's breach of this agreement or any negligent or wrongful act of the Supplier, its officers, employees, contractors or agents.
 - 5.13 The Participating Authority has relied on the Supplier's recommendations in deciding to acquire the Third-Party Software and the Software and, accordingly, if the Software does not function in accordance with the Specification and the FSS as a result of acquisition of the same and requires replacement, the Supplier shall be deemed to be in breach of the warranties under clause 5 and shall indemnify the Participating Authority against the cost of acquiring any appropriate replacement and any related services required.
- 6. Indemnity and Insurance**
- 6.1 The Supplier shall be liable for and shall indemnify the Participating Authority against any expense, liability, loss, claim or proceeding whatsoever arising under any statute or at common law in respect of personal injury to or death of any person whomsoever arising out of or in the course of or caused by the performance by the Supplier under the Agreement.

- 6.2 The Supplier shall be liable for and shall indemnify the Participating Authority against any expense, liability, loss, claim or proceedings in respect of any injury or damage whatsoever to property real or personal in so far as such injury or damages arises out of or in the course of or by reason of the performance by the Supplier under the Agreement.
- 6.3 Without prejudice to its liability to indemnify the Participating Authority the Supplier shall take out and maintain:
- 6.3.1 Public Liability insurance, which shall, for any one occurrence or series of occurrences arising out of the same event, be not less than £10,000,000;
 - 6.3.2 Employers Liability insurance, which shall, for any one occurrence or series of occurrences arising out of the same event, be not less than £10,000,000;
 - 6.3.3 Product Liability insurance, which shall, for any one occurrence or series of occurrences arising out of the same event and in the aggregate be not less than £10,000,000 in aggregate per annum; and
 - 6.3.4 Professional Indemnity insurance, which shall, for any one occurrence or series of occurrences arising out of the same event and in the aggregate be not less than £5,000,000 per annum.
- 6.4 The Supplier shall hold and maintain the required Professional Indemnity insurance for a minimum of six years following the expiration or earlier termination of the Agreement.
- 6.5 In respect of any claims of liability arising out of the Default of the Supplier its employees, servants or agents, the Supplier's liability for all reasonably foreseeable loss suffered by the Participating Authority as a result of such act, omission or event giving rise to the claim shall in no event exceed ten million pounds (£10,000,000) for any one occurrence or series of occurrences arising out of one event.
- 6.6 In no event shall either party be liable to the other for:
- 6.6.1 loss of profits, business, revenue, goodwill or anticipated savings; and/or
 - 6.6.2 indirect or consequential loss or damage.
- 6.7 The provisions of clause 6.6 shall not be taken as limiting the right of the Participating Authority to claim from the Supplier for:
- 6.7.1 additional operational and administrative costs and expenses incurred by the Participating Authority as a result of the negligent acts and omissions of the Supplier its employees or agents; and/or
 - 6.7.2 expenditure or charges rendered unnecessary as a result of any default by the Supplier its employees or agents.
- 6.8 The insurance policies shall include an Indemnity to Principals clause such that the Participating Authority as appropriate will be covered by such policies in respect of all claims arising from the activities of the Supplier in connection with the Framework Agreement which are risks covered by such policies.
- 6.9 The Supplier shall not cause or permit any breach of such insurance policy.
- 6.10 The Supplier shall immediately notify the Participating Authority and the Supplier's insurers of any happening or event which may give rise to any

- claim, demand, proceedings, damage, cost or charge whatsoever arising out of the Agreement, and the Supplier shall indemnify the Participating Authority against any loss whatsoever which may be occasioned to the Participating Authority by the Supplier's failure to give such notification.
- 6.11 Where the Participating Authority agrees the employment by the Supplier of a sub-contractor then the clauses above, relating to insurance, must form part of the contract between the Supplier and sub-contractor.
- 6.12 Nothing in this clause 6 shall be construed as limiting either party's liability for personal injury or death caused by the negligence of that party.
- 7. Intellectual Property Rights Indemnity**
- 7.1 The Supplier shall indemnify the Participating Authority against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Participating Authority arising out of or in connection with any claim made against the Participating Authority for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with use of the Software, any New Release, New Version or receipt of the benefit of the Services.
- 7.2 If any third party makes a claim, or notifies an intention to make a claim, against the Participating Authority which may reasonably be considered likely to give rise to a liability under this indemnity (Claim), the Participating Authority shall:
- 7.2.1 as soon as reasonably practicable, give written notice of the Claim to the Supplier, specifying the nature of the Claim in reasonable detail;
- 7.2.2 not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Supplier (such consent not to be unreasonably conditioned, withheld or delayed);
- 7.2.3 give the Supplier and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant documents and records within the power or control of the Participating Authority, so as to enable the Supplier and its professional advisers to examine them and to take copies (at the Supplier's expense) for the purpose of assessing the Claim; and
- 7.2.4 subject to the Supplier providing security to the Participating Authority to the Participating Authority's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, take such action as the Supplier may reasonably request to avoid, dispute, compromise or defend the Claim.
- 7.3 If use of the System or receipt of the benefit of the Services becomes, or, in the opinion of qualified legal counsel, is likely to become, the

subject of any claim of infringement of Intellectual Property Rights, the Supplier may:

7.3.1 replace all or part of the System with functionally equivalent software or documentation without any charge to the Participating Authority;

7.3.2 modify the System as necessary to avoid such claim, provided that the System (as amended) functions in substantially the same way as the System or the New Releases (as the case may be) before modification;

7.3.3 procure for the Participating Authority a licence from the relevant claimant to continue using the System,

and in the case of clause 7.3.1 or clause 7.3.2 only, the Supplier shall reimburse the Participating Authority all reasonable additional costs and expenses they are required to incur in order to obtain software and hardware required to interact with such modified or replaced software and documentation, and additional services from third parties, all of which would not have been incurred if the System had been non-infringing.

8 Variation of the Services

8.1 The Participating Authority reserves the right on giving reasonable written notice from time to time to require changes to the Services (whether by way of the removal of Services, the addition of new Services (including but not limited to the Optional Items/Innovation equipment detailed in the Specification), or increasing or decreasing the Services or specifying the order in which the Services are to be performed or the locations where the Services are to be provided) for any reasons whatsoever PROVIDED THAT such addition, omission or variation does not amount to a material change to the Specification. Such a change is hereinafter called "a Variation".

8.2 Any such Variation shall be communicated in writing by the Participating Authority's representative to the Supplier's Representative in accordance with the notice provisions of clause 21. No Variation shall be effective unless it is in writing and signed by both parties.

8.3 In the event of a Variation the Price may also be varied. Such Variation in the Price shall be calculated by the Participating Authority and agreed in writing with the Supplier and shall be such amount as properly and fairly reflects the nature and extent of the Variation in all the circumstances. Failing agreement the matter shall be determined by negotiation or mediation in accordance with the provisions of clause 14.

8.4 The Supplier shall provide such information as may be reasonably required to enable such varied price to be calculated.

9 Health and Safety

9.1 The Supplier shall, at all times, be responsible for and take all such precautions as are necessary to protect the health and safety of all employees, volunteers, service users and any other persons involved in, or receiving goods or services from, the performance of the Agreement and shall comply with the requirements of the Health and Safety at Work Act 1974 and any other Act or Regulation relating to the health and safety of persons and any amendment or re-enactment thereof.

- 9.2 The Supplier shall promptly notify the Participating Authority of any health and safety hazards which may arise in connection with the performance of the Agreement.
- 9.3 The Participating Authority shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Sites and which may affect the Supplier in the performance of the Agreement.
- 9.4 The Supplier shall notify the Participating Authority immediately in the event of any incident occurring in the performance of the Agreement on the Participating Authority's Premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 9.5 The Supplier shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Participating Authority on request.

10 Termination

By the Participating Authority:

- 10.1 The Participating Authority may terminate this Agreement without cause or liability by giving to the Supplier not less than 3 months written notice.
- 10.2 The Participating Authority may at any time by notice in writing terminate the Agreement as from the date of service of such notice if:
 - 10.2.1 there is a change of control, as defined by Section 416 of the Income and Corporation Taxes Act 1988, in the Supplier or its Parent Company; or
 - 10.2.2 the Supplier, being an individual, or where the Supplier is a firm, any partner or partners in that firm who together are able to exercise direct or indirect control, as defined by Section 416 of the Income and Corporation Taxes Act 1988, shall at any time become bankrupt or shall have a receiving order or administration order made against him or shall make any composition or arrangement with or for the benefit of his creditors, or shall make any conveyance or assignment for the benefit of his creditors, or shall purport to do so, or appears unable to pay or to have no reasonable prospect of being able to pay a debt within the meaning of Section 268 of the Insolvency Act 1986 or he shall become apparently insolvent within the meaning of the Bankruptcy (Scotland) Act 1985 as amended by the Bankruptcy (Scotland) Act 1993 or any application shall be made under any bankruptcy or insolvency act for the time being in force for sequestration of his estate, or a trust deed shall be granted by him for the benefit of his creditors; or any similar event occurs under the law of any other jurisdiction; or
 - 10.2.3 the Supplier, being a company, passes a resolution, or the Court makes an order that the Supplier or its Parent Company be wound up otherwise than for the purpose of a bona fide reconstruction or amalgamation, or a receiver, manager or administrator on behalf of a creditor is appointed in respect of the business or any part thereof of the Supplier or the Parent Company, or circumstances arise which entitle the Court or a creditor to appoint a receiver, manager or administrator or which entitle the Court otherwise than for the purpose of a bona fide

- reconstruction or amalgamation to make a winding-up order, or the Supplier or its Parent Company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any similar event occurs under the law of any other jurisdiction.
- 10.3 The Participating Authority may at any time terminate the Agreement forthwith, if the Supplier is in Default of any obligation under the Agreement and:
- 10.3.1 the Default is capable of remedy and the Supplier shall have failed to remedy the Default within thirty (30) days of written notice to the Supplier specifying the Default and requiring its remedy; or
- 10.3.2 the Default is not capable of remedy.
- 10.4 Termination in accordance with this clause 10 or otherwise shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to any party.
- 10.5 In the event of any termination of the Agreement whether under this clause 10 or otherwise, and without prejudice to any other rights (including the right to recover damages) that may accrue to the benefit of the Participating Authority under this Agreement or otherwise, the Participating Authority shall be entitled to obtain a refund of any Price paid by the Participating Authority in respect of any Services which have not been supplied by the Supplier in accordance with the terms of the Agreement.

11 Prevention of bribery

- 11.1 The Supplier:
- 11.1.1 shall not, and shall procure that the Staff and all sub-contractor personnel shall not, in connection with this Agreement commit a Prohibited Act; and
- 11.1.2 warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Participating Authority, or that an agreement has been reached to that effect, in connection with the execution of this Agreement, excluding any arrangement of which full details have been disclosed in writing to the Participating Authority before execution of this Agreement.
- 11.2 If any breach of Clause 11.1 is suspected or known, the Supplier must notify the Participating Authority immediately.
- 11.3 If the Supplier notifies the Participating Authority that it suspects or knows that there may be a breach of Clause 11, the Supplier must respond promptly to the Participating Authority's enquiries, co-operate with any investigation, and allow the Participating Authority to audit books, records and any other relevant documents.
- 11.4 The Participating Authority may terminate this Agreement by written notice with immediate effect if the Supplier, its Staff or sub-contractors (in all cases whether or not acting with the Supplier's knowledge) breaches Clause 11.1.
- 11.5 Any notice of termination under Clause 11.4 must specify:
- 11.5.1 the nature of the Prohibited Act;
- 11.5.2 the identity of the party whom the Participating Authority believes has committed the Prohibited Act; and

- 11.5.3 the date on which this Agreement will terminate.
- 11.6 Despite Clause 14, any dispute relating to:
- 11.6.1 the interpretation of this Clause 11; or
- 11.6.2 the amount or value of any gift, consideration or commission, shall be determined by the Participating Authority and its decision shall be final and conclusive.
- 11.7 Any termination under this Clause 11 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Participating Authority.
- 12. Remedies in the Event of Inadequate Performance**
- 12.1 In the event that the Participating Authority is of the reasonable opinion that the Supplier's performance of its obligations under the Agreement has failed to meet the requirements set out in the Agreement, the Specification or Order, then the Participating Authority may, without prejudice to its rights under clause 10.2 of the Agreement, do any or a combination of the following:
- 12.1.1 Itself provide or employ and pay others to carry out the Services and any excess costs so incurred and any reasonable administration costs shall be recoverable by the Participating Authority from the Supplier by deducting from any sums due to the Supplier under the Agreement or shall be recoverable from the Supplier by the Participating Authority as a debt; or
- 12.1.2 Assess the cost of remedying the failure and deduct from any sums due to the Supplier under the Agreement that assessed cost for each day that such failure continues; or
- 12.2.3 make a Payment Adjustment as set out in the Specification.
- 13 Social Responsibility**
- 13.1 The Supplier agrees that there shall be no discrimination by it against any person with respect to opportunity for employment or conditions of employment, because of age, culture, disability, gender, marital status, race, religion or sexual orientation or otherwise.
- 13.2 The Supplier agrees that there shall be no discrimination by it against any person with respect to opportunity for employment or conditions of employment, because of gender, disability, age, ethnic or national origin, marital status, religious creed, sexuality, responsibility for dependents or trade union activity.
- 13.3 The Supplier shall in all matters arising in the performance of the Agreement conform with the provisions of the Equality Act 2010 and any regulations made there under.
- 13.4 The Participating Authority shall be entitled at the Supplier's expense to inspect such books, accounts and records belonging to the Supplier as are necessary to demonstrate compliance with this clause 13.
- 13.5 The cost to the Supplier of complying with this clause 13 shall be included in the Price.
- 14 Dispute Resolution**
- 14.1 The Parties will use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to this Agreement. If any dispute cannot be settled amicably through ordinary negotiations then it shall in the first instance be referred to the first line management for each party for discussion and resolution.

- 14.2 If the dispute is not resolved through discussion between those persons, the dispute will be referred to senior management for each party who shall meet within 7 days (or such other period as may be agreed) of the reference to attempt to resolve the dispute.
- 14.3 If the dispute is not resolved in accordance with clause 14.1 and 14.2 above the parties will attempt to settle it by mediation.
- 14.4 A neutral adviser or mediator ("**the Mediator**") shall be chosen by agreement between the parties or, if they are unable to agree upon a Mediator within ten (10) Working Days after a request by one party to the other to appoint a Mediator or if the Mediator agreed upon is unable or unwilling to act, either party shall within ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days of notice to either party that the Mediator is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator. The Parties shall within ten (10) working days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure.
- 14.5 Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings.
- 14.6 If the parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the parties once it is signed by their duly authorised representatives.
- 14.7 Failing agreement, either of the parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to this Agreement without the prior written consent of both parties; and
- 14.8 If the parties fail to reach agreement in the structured negotiations within forty (40) working days of the Mediator being appointed, or such longer period as may be agreed by the parties, then any dispute or difference between them may be referred to the courts.
- 14.9 If the parties fail to reach agreement within 40 working days of reference of the dispute to mediation, or such longer period as may be agreed between parties, then any dispute or difference between them may be referred to the Courts.
- 14.10 Nothing in this clause will restrict at anytime while the above dispute resolution procedures are in progress or before or after they are invoked, either Party's freedom to commence legal proceedings to preserve any legal right or remedy or to protect any intellectual property or trade secret right.
- 15 Transfer of Undertakings (Protection of Employment) 2006 ('TUPE')**
- 15.1 The Parties agree that the provisions of the Appendix (TUPE Schedule) shall apply to any Relevant Transfer of staff under this Agreement and any Order.

- 31.2 The Supplier shall provide the Participating Authority with the information set out in the Appendix (TUPE Schedule) and such other information and data as the Participating Authority may reasonably require to enable it to prepare the necessary documentation to carry out a procurement process or to appoint a Replacement Supplier to provide the Services in place of the Supplier.

16 Data Protection Act

- 16.1 It is not anticipated that there will be any Personal Data processed under this Agreement with the exception of business names and contact details which the parties shall share in order to manage the Agreement.
- 16.2 If any other Personal Data is processed, the parties shall comply at all times with provisions equivalent to the Data Protection Legislation and shall agree any necessary amendments or variations to this clause in accordance with the provisions set out in this Agreement.
- 16.3 Each party agrees that it shall not perform its obligations under this Framework Agreement in such a way as to cause the other party to breach any of its applicable obligations under the Data Protection Legislation

17 Confidentiality

- 17.1 Each Party:
- 17.1.1 shall treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and
- 17.1.2 shall not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of the Agreement or except where disclosure is otherwise expressly permitted by the provisions of the Agreement.
- 17.2 The Supplier shall take all necessary precautions to ensure that all Confidential Information obtained from the Participating Authority under or in connection with the Agreement:
- 17.2.1 is given only to such of the Staff and professional advisors or Suppliers engaged to advise it in connection with the Agreement as is strictly necessary for the performance of the Agreement and only to the extent necessary for the performance of the Agreement; and
- 17.2.2 is treated as confidential and not disclosed (without prior Approval) or used by any Staff or such professional advisors or contractors otherwise than for the purposes of the Agreement.
- 17.3 Where it is considered necessary in the opinion of the Participating Authority, the Supplier shall ensure that Staff or such professional advisors or Suppliers sign a confidentiality undertaking before commencing work in connection with the Agreement. The Supplier shall ensure that Staff or its professional advisors or Suppliers are aware of the Supplier's confidentiality obligations under the Agreement.
- 17.4 The Supplier shall not use any Confidential Information it receives from the Participating Authority otherwise than for the purposes of the Agreement.
- 17.5 The provisions of clauses 17.1 to 17.2 shall not apply to any Confidential Information received by one Party from the other:

- 17.5.1 which is or becomes public knowledge (otherwise than by breach of this clause);
 - 17.5.2 which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
 - 17.5.3 which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
 - 17.5.4 is independently developed without access to the Confidential Information; or
 - 17.5.5 which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to clause 18.
- 17.6 Nothing in this clause shall prevent the Participating Authority disclosing any Confidential Information for the purpose of the examination and certification of the Participating Authority's accounts.
 - 17.7 Nothing in this clause shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information or an infringement of Intellectual Property Rights.
 - 17.8 The Participating Authority in line with the Government's ongoing drive to open up activities of the public sector to greater scrutiny has prepared its transparency agenda and the Supplier hereby agrees that nothing in this clause 17 shall prevent the Participating Authority from publishing any payments made by Participating Authority to the Supplier under the terms of this Agreement.
- 18 Freedom of Information Act 2000 (FOIA) and Environment Information Regulations 2004 (EIR)**
- 18.1 The Supplier acknowledges that the Participating Authority is subject to the requirements of the FOIA and the EIR and shall assist and co-operate with the Participating Authority (at the Supplier's expense) to enable the Participating Authority to comply with these Information disclosure requirements.
 - 18.2 The Supplier shall and shall procure that its sub-contractors shall;
 - 18.2.1 transfer any request for Information to the Participating Authority as soon as practicable after receipt and in any event with two working days of receiving a request for Information; and
 - 18.2.2 provide the Participating Authority with a copy of all Information in its possession or power in the form that the Participating Authority requires within seven working days (or such other period as the Participating Authority may specify) of the Participating Authority requesting the Information; and
 - 18.2.3 provide all necessary assistance as reasonably requested by the Participating Authority to enable the Participating Authority to respond to a request for Information within the time for compliance set out in Section 10 of the FOIA or the EIR.

- 18.3 The Participating Authority shall be responsible for determining at its absolute discretion whether commercially sensitive information and/or any other Information;
18.3.1 is exempt from disclosure in accordance with the provisions of the FOIA or EIR; and
18.3.2 is to be disclosed in response to a request for Information and in no event shall the Supplier respond directly to a request for Information unless expressly authorised to do so by the Participating Authority
- 18.4 The Supplier acknowledges that the Participating Authority may be obliged under the FOIA or the EIR to disclose Information;
18.4.1 without consulting the Supplier; or
18.4.2 following consultation with the Supplier and having taken its views into account.
- 18.5 The Supplier shall ensure that all Information produced in the course of the Framework Agreement or relating to the Framework Agreement is retained for disclosure and shall permit the Participating Authority to inspect such records as requested from time to time.
- 18.6 The Supplier acknowledges that any lists or Schedules provided by it outlining Confidential Information are of indicative value only and that the Participating Authority may nevertheless be obliged to disclose Confidential Information in accordance with clause 18.4.
- 19 Force Majeure**
- 19.1 For the purposes of the Agreement the expression “Force Majeure” shall mean any cause affecting the performance by a party of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but without limiting the generality thereof) governmental regulations, fire, flood, or any disaster or any industrial dispute affecting a third party for which a substitute third party is not reasonably available. Any act, event, omission, happening or non-happening will only be considered Force Majeure if it is not attributable to the wilful act, neglect or failure to take reasonable precautions of the affected party, its agents or employees.
- 19.2 Neither party shall in any circumstances be liable to the other for any loss of any kind whatsoever including but not limited to any damages or abatement of Price whether directly or indirectly caused to or incurred by the other party by reason of any failure or delay in the performance of its obligations hereunder which is due to Force Majeure notwithstanding the foregoing, each party shall use all reasonable endeavours to continue to perform, or resume performance of, such obligations hereunder for the duration of such Force Majeure event.
- 19.3 If either party becomes aware of circumstances of Force Majeure which give rise to or which are likely to give rise to any such failure or delay on its part it shall forthwith notify the other party by the most expeditious method then available and shall inform the other party of the period which it is estimated that such failure or delay shall continue.
- 19.4 It is expressly agreed that any failure by the Supplier to perform or any delay by the Supplier in performing its obligations under the Agreement which results from any failure or delay in the performance of its obligations by any person, firm or company with which the Supplier shall

have entered into any contract, supply arrangement or sub-contract or otherwise, shall be regarded as a failure or delay due to Force Majeure only in the event that such person firm or company shall itself be prevented from or delayed in complying with its obligations under such contract, supply arrangement or sub-contract or otherwise as a result of circumstances of Force Majeure.

- 19.5 For the avoidance of doubt it is hereby expressly declared that the only events which shall afford relief from liability for failure or delay shall be any event qualifying for Force Majeure hereunder.

20 Assignment

- 20.1 The Supplier shall not assign, sub-contract or in any other way dispose of the Agreement or any part of it without prior Approval. Sub-contracting any part of the Agreement shall not relieve the Supplier of any obligation or duty attributable to the Supplier under the Agreement.
- 20.2 The Supplier shall be responsible for the acts and omissions of its sub-contractors as though they are its own.
- 20.3 The Participating Authority may (and the Supplier shall do all things necessary to assist the Participating Authority to) at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this Agreement provided that:
- 20.3.1 the Participating Authority shall give prior written notice of any assignment or novation to the Supplier; and
- 20.3.2 such assignee or novatee shall have the legal capacity and sufficient financial resources to perform the obligations of the Participating Authority under this Agreement.

21 Notices

- 21.1 Any notice which either party is required to give to the other shall be given in or confirmed by writing and shall be sufficiently served if sent to the other party at its address specified in the Agreement either by (a) hand, (b) first class post or recorded delivery or, (c) electronic mail transmission confirmed by registered, first class post or recorded delivery within 24 hours of transmission.
- 21.2 For the purpose of clause 21.1 above the address of each party shall be:
- 21.2.1 For the Participating Authority
For the attention of:
Telephone:
Facsimile:
- 21.2.2 For the Supplier:
Company Name:
Address:
For the attention of:
Telephone:
Facsimile:
- 21.3 Either party may change its address for service by notice as provided in this clause 21.
- 21.4 All notices in connection with this agreement shall be given in writing and delivered to the other parties normal place of business as defined above. Such notices shall be deemed to have been served 48 hours after date of posting.

22 Publicity and Media

22.1 The Supplier shall not make any press announcements or publicise the Agreement or any part thereof in any way, except with the written consent of the Participating Authority (such consent not to be unreasonably withheld or delayed).

22.2 The Supplier shall take all reasonable steps to ensure the observance of the provisions of clause 22.1 by its servants, employees, agents, professional advisors, Suppliers and sub-contractors.

23 Agency

23.1 The Supplier is not and shall in no circumstances hold itself out as being the servant or agent of the Participating Authority.

24 Transfer of Contract

24.1 The Contract, or any part, share or interest in it, is not to be transferred, assigned or sub-let by the Supplier directly or indirectly, to any person or persons whomsoever, without the written consent of the Participating Authority.

25 Governing Law

25.1 The Agreement shall be governed by and interpreted in accordance with English law and the Parties submit to the exclusive jurisdiction of the courts of England.

26 Third Party Rights

26.1 A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement.

APPENDIX

1 Interpretation

1.1 The definitions and rules of interpretation in this paragraph 4 apply in this Appendix.

Acquired Rights Directive	means Directive 77/187/EEC as amended and updated.
Data Protection Legislation	means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (" DPA 2018 "); and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and any successor legislation.
Effective Date	means the date on which the Services (or any part of the Services), transfer from the Third Party Employer to the Supplier or Sub-Contractor and a reference to the Effective Date shall be deemed to be the date on which the employees in question transferred or will transfer to the Supplier or Sub-Contractor. The first Effective Date shall occur on the Commencement Date;
Employed In Connection With	means employed by the Supplier (or its Sub-Contractor(s) if relevant) solely or mainly (i.e. more than 50% of their working time) in the delivery of the provision of the Services under this Agreement;
Employee Liability Information	means the information that a transferor is obliged to notify to a transferee under Regulation 11(2) of TUPE: (a) the identity and age of the employee; (b) the employee's written statement of employment particulars (as required under section 1 of the Employment Rights Act 1996); (c) information about any disciplinary action taken against the employee and any grievances raised by the employee, where a Code of Practice issued under Part IV of the Trade Union and Labour Relations (Consolidation) Act 1992 relating exclusively or primarily to the resolution of disputes applies, within the previous two (2) years; (d) information about any court or tribunal case, claim or action either brought by the employee against the Transferor within the previous two (2) years or where the Transferor has reasonable grounds to believe that such action may be brought against the Supplier arising out of the employee's employment with the transferor; and (e) information about any collective agreement that will have effect after the Effective Date or the Service Transfer Date, as the case may be, in relation to the employee under regulation 5(a) of TUPE.
Employment Liabilities	means all claims, including without limitation claims for redundancy payments, unlawful deduction of wages, unfair, wrongful or constructive dismissal compensation, compensation for sex, race, disability, age, religion or belief, gender reassignment, marriage or

	civil partnership, pregnancy or maternity, or sexual orientation discrimination, claims for equal pay, compensation for less favourable treatment of part-time workers, and any claims (whether in tort, contract, statute or otherwise), demands, actions, proceedings and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs and expenses reasonably incurred in connection with a claim or investigation (including any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body), and of implementing any requirements which may arise from such investigation, and any legal costs and expenses;
Redundancy Costs	means statutory redundancy payments, contractual redundancy payments and contractual notice pay payable by the Supplier in respect of any Third Party Employees or its own Staff;
Relevant Employees	means those employees who are Employed in Connection With the Services and whose contracts of employment transfer with effect from the Service Transfer Date to the Authority or a Replacement Supplier by virtue of the application of TUPE;
Relevant Transfer	means a relevant transfer of the Services for the purposes of TUPE, including upon or as a result of expiry or termination of this Agreement;
Relevant Transfer Date	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;
Replacement Services	means any services that are fundamentally the same as any of the Services and which the Authority receives in substitution for any of the Services following the termination or expiry of this Agreement, whether those services are provided by the Authority internally or by any Replacement Supplier;
Replacement Supplier	means any third party supplier of Replacement Services appointed by the Authority from time to time;
Supplier's Final Staff List	means the list of all the Supplier's and Sub-Contractor's personnel engaged in, or wholly or mainly assigned to, the provision of the Services or any part of the Services at the Service Transfer Date;
Supplier's Provisional Staff List	means the list prepared and updated by the Supplier of all the Supplier's and Sub-Contractor's personnel engaged in, or wholly or mainly assigned to, the provision of the Services or any part of the Services at the date of the preparation of the list, and in the format requested by the Authority;
Service Transfer Date	means the date on which the Services (or any part of the Services), transfer from the Supplier or Sub-contractor to the Authority or any Replacement Supplier;
Staffing Information	means in relation to all persons detailed on the Supplier's Provisional Staff List, in an anonymised format, such information as the Authority may reasonably request including the Employee Liability Information and details of whether the personnel are employees, workers, self-employed, contractors or consultants, agency workers or otherwise, and the amount of time spent on the provision of the Services;
Sub-Contract	means any sub-contract entered into by the Supplier or by any Sub-Contractor for the purpose of the performance of any obligation on the part of the Supplier this Agreement;

Sub-Contractor	means the contractors or service providers engaged by the Supplier (or a sub-contractor of the Supplier) to provide goods, services or works to, for or on behalf of the Supplier for the purposes of providing the Services to the Authority;
Subsequent Transfer	means, following the commencement of this Agreement, circumstances whereby the identity of the provider of the Services (or any part of the Services) changes (whether as a result of termination of this Agreement, or part or otherwise) resulting in a transfer of the Services in whole or in part from the Supplier to the Authority or Replacement Supplier;
Third Party Employee	means employees of Third Party Employers whose contracts of employment transfer with effect from the Effective Date to the Supplier or Sub-contractor by virtue of the application of TUPE.
Third Party Employer	means a former supplier engaged by the Authority to provide some or all of the Services to the Authority before the Effective Date and whose employees will transfer to the Supplier on the Effective Date;
Transferor and Transferee	has the meaning given in TUPE;
TUPE	means the Transfer or Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246), as amended.
TUPE Information	has the meaning given in paragraph 6.6;
UK GDPR	means Regulation (EU) 2016/679 of the European Parliament and of the Authority of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act of 2018.

- 1.2 All other words, terms and expressions used in this Appendix shall have the meanings given to them in clause 1 (Definitions) of this Agreement.
- 1.3 Where a provision in this Schedule imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Authority, Third Party Supplier Replacement Supplier or Replacement Sub-contractor, as the case may be.
- 1.4 Notwithstanding any other provisions of this Appendix, where in this Appendix the Participating Authority accepts an obligation to procure that a Third Party Employer does or does not do something, such obligation shall be limited so that it extends only to the extent that the Participating Authority's contract with the Third Party Employer contains a contractual right in that regard which the Participating Authority may enforce, or otherwise so that it requires only that the Participating Authority must use reasonable endeavours to procure that the Third Party Employer does or does not act accordingly.

2 Not used

3 Employment exit provisions

- 3.1 This Agreement envisages that subsequent to its commencement, the identity of the supplier of the Services (or any part of the Services) may change (whether as a result of expiry or termination of this Agreement or otherwise) resulting in a transfer of the Services in whole or in part (a "Subsequent Transfer").
- 3.2 Where a Subsequent Transfer constitutes a Relevant Transfer then the Participating Authority or Replacement Supplier will inherit liabilities in respect of the Relevant Employees with effect from the relevant Service Transfer Date.
- 3.3 The Supplier shall and shall procure that any Sub-Contractor shall:
- 3.3.1 on request from the Participating Authority on a date not more than twelve (12) months immediately preceding the expiry of this Agreement and/or any review date; and/or
 - 3.3.2 on receiving notice of termination of this Agreement (on whatever grounds and in whatever circumstances) or otherwise; and/or
 - 3.3.3 at such times as required by TUPE
- provide promptly (and in any event within ten (10) days of request) and at no cost to the Participating Authority, in respect of any person engaged or employed by the Supplier or any Sub-Contractor in the provision of the Services, the Supplier's Provisional Staff List and the Staffing Information together with any additional information required by the Participating Authority (notwithstanding this may be beyond the information required to be provided under TUPE), including information as to the application of TUPE to the employees. The Supplier shall notify the Participating Authority, within ten (10) days of the event (and in any event before the Service Transfer Date), of any material changes to the information supplied, discovery of further relevant information or on receipt of a request for or clarification or amplification by the Participating Authority.
- 3.4 At least twenty eight (28) days prior to the Service Transfer Date, the Supplier shall and shall procure that any Sub-Contractor shall prepare and provide to the Participating Authority and/or, at the direction of the Participating Authority, to the Replacement Supplier, the Supplier's Final Staff List, which shall be complete and accurate in all material respects. The Supplier's Final Staff List shall identify which of the Supplier's and Sub-Contractor's staff/personnel named are Relevant Employees.
- 3.5 The Participating Authority shall be permitted to use and disclose the Supplier's Provisional Staff List, the Supplier's Final Staff List and the Staffing Information for informing any tenderer or other prospective Replacement Supplier for any services that are substantially the same type of services as (or any part of) the Services.
- 3.6 The Supplier warrants to the Participating Authority and the Replacement Supplier that the Supplier's Provisional Staff List, the Supplier's Final Staff List, the Employee Liability Information and the Staffing Information (the "TUPE Information") will be true and accurate in all material respects and that no persons are employed or engaged in the provision of the Services other than those included on the Supplier's Final Staff List.
- 3.7 The Supplier shall and shall procure that any Sub-Contractor shall ensure at all times that it has the right to provide the TUPE Information to the Participating Authority (including, but not limited to, for the

purposes of the Participating Authority managing this Agreement with the Supplier, monitoring the delivery of the Services and in relation to exit/succession planning and/or re-procurement of the Services on the expiry or termination of this Agreement (in whole or in part)) and any Replacement Supplier under the Data Protection Legislation.

- 3.8 The Participating Authority regards compliance with this paragraph 5 as fundamental to this Agreement. In particular, failure to comply with paragraphs 6.3 and 6.4 in respect of the provision of accurate information about the Relevant Employees shall entitle the Participating Authority to suspend payment of the Agreement Price until such information is provided.
- 3.9 Any change to the TUPE Information which would increase the total employment costs of the staff in the [six (6)/twelve (12)] Months prior to expiry or termination of this Agreement shall not (so far as reasonably practicable) take place without the Participating Authority's prior written consent, unless such changes are required by law. The Supplier shall and shall procure that any Sub-Contractor shall supply to the Participating Authority full particulars of such proposed changes and the Participating Authority shall be afforded reasonable time to consider them.
- 3.10 In the [six (6)/twelve (12)] Months prior to expiry or termination of this Agreement or from the date of service of a termination notice of this Agreement, (whichever is the longer) the Supplier shall not and shall procure that any Sub-Contractor shall not materially increase or decrease the total number of staff/personnel listed on the Supplier's Provisional Staff List, their remuneration, or make any other change in the terms and conditions of those employees or transfer or remove from the performance of the Services any supervisory or managerial staff/personnel without the Participating Authority's prior written consent (such consent not to be unreasonably withheld or delayed).
- 3.11 The Supplier shall indemnify and keep indemnified in full the Participating Authority and each and every Replacement Supplier against all Employment Liabilities arising from or connected with:
 - 3.11.1 any person who is or has been employed or engaged by the Supplier or any Sub-Contractor in connection with the provision of any of the Services;
 - 3.11.2 any trade union or staff association or employee representative (where such claim arises as a result of any act, fault or omission of the Supplier and/or any Sub-Contractor);
 - 3.11.3 any failure by the Supplier and/or any Sub-Contractor to comply with any legal obligation, whether under regulation 13 or 14 of TUPE or any award of compensation under regulation 15 of TUPE, under the Acquired Rights Directive or otherwise and, whether any such claim arises or has its origin before or after the Service Transfer Date.
 - 3.11.4 any failure by the Supplier or any Sub-Contractor to supply or delay in supplying the Staffing Information, the Supplier's Provisional Staff List, the Supplier's Final Staff List and the Employee Liability Information and any other information

- herein required (or inaccuracy or incompleteness of the same) or to inform and consult in accordance with TUPE;
- 3.11.5 any failure on the part of the Supplier or any Sub-Contractor to provide the Relevant Employees with any benefit of any nature including any pension provision or failure to make all due payments to the Relevant Employees or applicable pension fund;
 - 3.11.6 any failure or omission of any legal or statutory obligation on the Supplier;
 - 3.11.7 any claim by any Relevant Employee arising out of any personal injury or injury at work of whatever nature prior to the termination of this Agreement; and
 - 3.11.8 any other obligations of or arising under this Agreement, whether any such claim arises on or after the Service Transfer Date if it has its origins before such date.
- 3.12 The Parties shall co-operate to ensure that any requirement to inform and consult with the employees and or employee representatives in relation to any Relevant Transfer as a consequence of a Subsequent Transfer will be fulfilled.
 - 3.13 The Parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to paragraphs 6.3 to 6.12, to the extent necessary to ensure that any Replacement Supplier shall have the right to enforce the obligations owed to, and indemnities given to, the Replacement Supplier by the Supplier or the Participating Authority in its own right under section 1(1) of the Contracts (Rights of Third Parties) Act 1999.
 - 3.14 Notwithstanding paragraph 6.13, it is expressly agreed that the Parties may by agreement rescind or vary any terms of this Agreement without the consent of any other person who has the right to enforce its terms or the term in question despite that such rescission or variation may extinguish or alter that person's entitlement under that right.
 - 3.15 The Participating Authority shall not be liable to the Supplier (or any Sub-Contractor) in respect of any Redundancy Costs either upon the Commencement Date or the expiry or termination of this Agreement (in whole or in part).

Schedule 2 – Specification

Contents

1. INTRODUCTION	56
1.1 BACKGROUND	56
2.SPECIFICATION	57
2.1 SUMMARY.....	57
2.2 DELIVERY APPROACH	57
2.3 SCOPE OF SPECIFICATION.....	58
2.4 SOFTWARE SYSTEM UPGRADES	59
2.5 OPEN STANDARDS.....	60
3. PROJECT MANAGEMENT	60
3.1 METHODOLOGIES AND KEY PERSONNEL	60
3.2 ASSET REGISTER.....	61
3.3 KEY PERFORMANCE INDICATOR (KPI).....	61
3.4 PROGRESS MEETINGS AND LIAISON	63
3.5 RESPONSIBILITIES OF THE AUTHORITY OR A PARTICIPATING AUTHORITY	63
3.6 QUALITY ASSURANCE	63
3.7 HEALTH AND SAFETY	64
3.8 SITE WORKS.....	65
3.9 DELIVERY TIMESCALES	65
3.10 ORDER	65
1 PAYMENT TERMS	66
3.12 DISASTER RECOVERY, BUSINESS CONTINUITY PLAN AND EXIT STRATEGY	66
4. ELECTRONIC DISPLAYS.....	67
4.1 INTRODUCTION.....	67
4.2 LCD BATTERY POWERED RTPI BUS STOP FLAG	67
4.3 SOLAR POWERED BUS STOP FLAG	68
4.4 BATTERY POWERED RTPI BUS STOP DISPLAY.....	69
4.5 SOLAR POWERED RTPI BUS STOP DISPLAY	69
4.6 BUS SHELTER ELECTRONIC DISPLAY	70
4.7 OTHER ELECTRONIC DISPLAY	70
4.8 KEY REQUIREMENTS OF ELECTRONIC DISPLAYS	71
4.9 ELECTRONIC DISPLAY CONTENT	74
4.10 ELECTRONIC DISPLAY ACCOMMODATION.....	74
4.11 BROADCAST DISPLAY PANEL SPECIFICATION	75
4.12 AUDIO ANNOUNCEMENT SPECIFICATION	76
4.13 OTHER OPTIONAL INNOVATIVE TECHNOLOGY	76
4.14 ENVIRONMENTAL PROTECTION.....	77
5. CONTENT MANAGEMENT SYSTEM.....	77
5.1 CMS FUNCTIONALITY	77
5.2 TFT CONTENT PAGES.....	81
5.3 CONTENT PAGE TEMPLATES	81
5.4 ADDITIONAL RICH MEDIA CONTENT.....	81
5.5 CONTENT MANAGEMENT SYSTEM REPORTING	83
6. CENTRAL RTPI SYSTEM.....	84
6.1 CENTRAL SYSTEM (CS) OVERVIEW.....	84
6.2 CENTRAL SERVER	84

6.3	DATA MANAGEMENT SUITE.....	85
6.4	STATISTICS AND OPERATOR REPORTS	87
6.5	REAL TIME BUS MANAGEMENT	87
7.	COMMUNICATIONS SPECIFICATION.....	88
7.1	COMMUNICATIONS BETWEEN CMS AND ELECTRONIC DISPLAYS 88	
7.2	LINKS TO AND FROM 3RD PARTY SYSTEMS – SIRI	89
8.	FAULT MONITORING AND FAULT MANAGEMENT	89
8.1	FAULT MONITORING	89
8.2	FAULT MANAGEMENT SYSTEM (FMS).....	90
9.	SYSTEM ACCEPTANCE TESTING.....	91
9.1	FACTORY ACCEPTANCE TEST	91
9.2	INSTALLATION, COMMISSIONING AND PRE-SAT	91
9.3	SITE ACCEPTANCE TEST (SAT).....	91
10.	TRAINING AND DOCUMENTATION	92
10.1	TRAINING.....	92
10.2	DOCUMENTATION	92
11.	WARRANTY	92
12.	MAINTENANCE	92
12.1	MAINTENANCE OVERVIEW.....	92
12.2	FAULT REPORTING PROCEDURE	93
12.3	CHARGEABLE WORKS – VANDALISM AND 3 RD PARTY DAMAGE 94	
12.4	CRITICAL FAULT	94
12.5	NON-CRITICAL FAULT.....	95
12.6	PAYMENT TERMS AND PAYMENT ADJUSTMENT.....	96
12.7	SPARES.....	97
12.8	MAINTENANCE STATUS KPI.....	97
12.9	MAINTENANCE PERFORMANCE KPI.....	97
12.10	SYSTEM PERFORMANCE KPI.....	97
	APPENDIX A: GLOSSARY.....	99
	APPENDIX B: BASIS OF DESIGN (BOD).....	100
	APPENDIX C: RTPi BUS STOP FLAG PHOTO	103
	APPENDIX D: RTPi BUS STOP FLAG DIMENSIONS	104

1. INTRODUCTION

1.1 Background

- 1.1.1 Covering 1,400 square miles, Hampshire is in the top ten of the largest counties by land area and is the third most populous county in England with an estimated population of 1,436,000. Hampshire has 5,300 miles of road and circa 40 bus operators providing over 30 million passenger journeys a year to circa 8000 bus stops.
- 1.1.2 Public Transport is a crucial element of Hampshire County Council's (The Authority) Local Transport Plans in tackling congestion and improving accessibility. Real Time Passenger Information (RTPI) is an essential link in building an integrated and innovative sustainable transport solution.
- 1.1.3 The Authority has been fully engaged with RTPI since the early 1990s. The current system is supplied and installed by VIX Technology Limited and, continuing from previous RTPI deployments, the system has expanded to handle Service Interface for Real Time Information (SIRI) data feeds from the following bus companies i.e.. First, Go-Ahead and Stagecoach. The SIRI data feeds provide the tracking data for the Central RTPI System to calculate and relay bus arrival times to circa 550 Electronic Display screens located at bus stops, bus stations and transport interchange hubs throughout the County.
- 1.1.4 The system not only provides RTPI, but passenger occupancy levels and integrates other multi modal transport information including live train departures, ferry departures, BBC news, weather, promotional campaigns and commercial advertising.
- 1.1.5 Various authorities currently access the County Council's RTPI Framework and share the Hampshire Central RTPI system for dissemination of RTPI to their display estate.
- 1.1.6 The government's English Devolution White Paper, *Power and Partnership: Foundations for Growth*, published on 16 December 2024, states that the government wants all remaining two-tier areas in England to be eventually restructured into single-tier unitary authorities, a process termed Local Government Reform (LGR). This reorganisation is part of a broader devolution strategy to simplify local government structures, save public funds, and improve local accountability. LGR will impact the County of Hampshire as it currently operates a two-tier Local Government structure.

It is anticipated, that during the life of this framework, the LGR process will commence and/or progress potentially impacting this framework and the call-off contracts awarded from it. Impacts most likely will include novations of the legal entities you may contract with.

The exact timing of the changes are unknown at this point, but it is known that LGR will impact a number of potential Contracting Authorities who may use this

framework, including the County of Hampshire. You will need to be aware and where possible, work with The Authority to adapt to any changes/modifications as required to ensure smooth transition and continuity of services.

2.SPECIFICATION

2.1 Summary

- 2.1.1 Whilst the existing Framework with VIX Technology expires in August 2025, the option does exist for the current system to remain operational and be maintained until 2031; and it is the County Council's intention to continue with these arrangements. This procurement is for the supply, installation, and maintenance of a Content Management System (CMS), RTPI Electronic Displays and other innovative technology whilst maintaining and making use of the County Council's current VIX Central System (CS).
- 2.1.2 This Framework Agreement provides the option for all Local Authorities in the UK to access the framework.
- 2.1.3 As this is a Framework Agreement, there is no guarantee of any orders being placed or a Participating Authority taking up the option to use this Framework. Orders are subject to successful funding opportunities whether this is small scale deployments or major transport schemes. Therefore, the volume of anticipated equipment and services cannot be guaranteed at this stage.

2.2 Delivery Approach

- 2.2.1 The requirements of this Framework Agreement are modular but for the purposes of the specification they are separated into distinct elements for which some or all of the elements may be procured during the life of the Framework.

- Central System (CS).

The Central System (CS), or modular systems that collectively form the CS, will collate data from bus operator Automatic Vehicle Location (AVL) back-office systems and 3rd party systems for processing. The CS will incorporate a Data Management Suite (DMS) for the manipulation and processing of all timetable and scheduling data and host a web-based monitoring tool to show the status of all incoming and outgoing data feeds and bus monitoring.

- Content Management System (CMS).

The Content Management System (CMS), or modular systems that collectively form the CMS, will interpret uni-directional SIRI Stop Monitoring (SM) data feed provided by the VIX CS or CS procured through this Framework and distribute it to Electronic Displays and other optional innovative technology. The CMS will manage the content shown on Electronic Displays and other innovative technology, not only for the RTPI, but other media content. It will show the status of all Electronic Displays and provide a messaging facility.

- Electronic Displays.

The RTPI system will accommodate a host of Electronic Displays and other optional innovative technologies suitable for integration into bus shelters, bus stations, interchanges, large employment centres, shopping centres and other areas with high pedestrian footfall.

- Fault Management System.

The Fault Management system will manage and store all faults in both a tabular and graphical format. It will record all faults relating to malfunctions and failures of any system element. The system will raise an 'alarm' and log the fault type, equipment reference, down time and date.

- Online Reports.

The RTPI system will provide access to a host of reports that enable the historical interrogation and analysis of the RTPI data that, as a minimum, will include bus punctuality monitoring, journey time reports, headway and drive time reports, dwell time and journey matching analysis.

2.2.2 Given the existing VIX CS and Electronic Displays can continue to operate and be maintained for up to 2031, the new RTPI system will link to the VIX CS via a SIRI SM data feed, and it is likely only a CMS, Electronic Displays and other optional innovative technology will need to be procured. However, should the need arise, The Authority and/or a Participating Authority may require, by mutual agreement with the supplier, to migrate their existing display estate to be part of the Services.

2.2.3 If a Participating Authority opts to utilise the Framework Agreement, there are two options. The Participating Authority can either enter into an agreement with HCC and share HCC's CMS and only procure Electronic Displays and other innovative technologies; or the Participating Authority may wish to procure their own CS and manage their own bus operator AVL in addition to the CMS, Electronic Displays and other optional innovative technologies.

2.3 Scope of Specification

2.3.1 The Framework will be for the supply, installation, commissioning, and subsequent maintenance of equipment as defined in the Specification and Schedule of Rates (SOR).

2.3.2 This Specification details the equipment, services and minor civil works to be provided in accordance with the Framework Agreement. The Maintenance section of the Specification details the requirements for any maintenance services.

2.3.3 Following installation, commissioning and takeover of an Order by The Authority or a Participating Authority, the Framework Agreement makes

provision for a one-year Defects Liability Period. Maintenance during the Defects Liability Period will be included in the Framework Agreement Schedule of Rates.

- 2.3.4 The location of RTPI equipment will be detailed in an order issued by The Authority or a Participating Authority. The Conditions of Contract (detailed as a separate document), as set out in the Framework Agreement Schedules, are deemed to apply to each and every order issued.
- 2.3.5 All equipment hardware and software purchased will be the sole property of The Authority or a Participating Authority. All data held on the system will be the sole property of The Authority or a Participating Authority and as such may only be accessed on the authority of The Authority or a Participating Authority. No part of this information may be disclosed to any third party without the written consent of The Authority or a Participating Authority.
- 2.3.6 All equipment proposed and supplied under the term of the Framework Agreement will be Real Time Information Group (RTIG) protocol compliant. The RTPI system will be capable of linking successfully to the existing Authorities' RTPI system via a SIRI data feed.
- 2.3.7 The Authority or the relevant Participating Authority will require access to the Intellectual Property Rights (IPR) via licensing to enable the continued operation of RTPI. The IPR will not be disclosed to external 3rd parties and will be treated in confidence, except in accordance with the terms of any Order.
- 2.3.9 If the Supplier develops software or hardware improvements or upgrades to the equipment detailed within the Framework Agreement, the Supplier will secure, that those improvements are accessible to The Authority or relevant Participating Authority at no additional cost.

2.4 Software System Upgrades

- 2.4.1 The Authority or a Participating Authority will be notified in advance of any software or system updates or upgrades, including details of the system functionality that is being removed, amended, or added.
- 2.4.2 Software updates or upgrades are to be tested separately by the Supplier before being uploaded onto the system. To achieve this, the Supplier will have a testing environment set up, which will enable the Supplier to demonstrate to The Authority or Participating Authority that the software upgrade will not result in the system functionality being impeded in any form.
- 2.4.3 Software updates or upgrades are to be monitored by the Supplier to ensure any anomalies / faults are detected and acted upon immediately as a Critical fault (as detailed in the Maintenance section).

- 2.4.4 The Supplier will provide full software upgrades for each, and every piece of software provided under the Framework and call-off for Maintenance. This will also include any revised software in the event of changes in software legislation.

2.5 Open Standards

- 2.5.1 The Supplier will ensure that any future developments can, if required, be implemented without restriction placed either by design or by the intellectual Property Rights (IPR).
- 2.5.2 The supplier will provide support for RTIGT047 across hardware and CMS software

3. PROJECT MANAGEMENT

3.1 Methodologies and Key Personnel

- 3.1.1 The supplier will ensure that the appropriate senior and qualified technical personnel are allocated to the operation and management of the Framework Agreement. The supplier will ensure an organisational chart that sets out the names and roles of key personnel; together with a brief summary to detail their skills, capacity, experience and qualifications, is available for the duration of the Framework and call-off for Maintenance and updated annually.

3.1.2 The Framework and Project Manager will:

- Be responsible for delivery of any projects (orders placed by The Authority or Participating Authority).
- Manage implementation of any agreed project plan.
- Be responsible for performance management, ensuring the service level and KPIs are met.
- Be the primary point of contact for The Authority or a Participating Authority and their representatives.
- Have demonstrable experience of the management and delivery of similar Frameworks.
- Have experience working with RTPI systems, SIRI data feeds, Electronic Displays and maintenance.
- Have demonstrable experience of working with local authorities and bus operators.
- Communicate effectively at all levels to both technical and non-technical audiences.
- Understand the implications of new technologies and how these could benefit delivery of Orders placed.

3.1.3 The Senior Onsite Engineer will:

- Be able to respond in accordance with the requirements of the Framework.
- Be a qualified electrician.

- Have demonstrable experience of working with display hardware and software, include, site surveys, installation, and proactive and reactive maintenance.
- Be proficient in producing method statements and undertaking risk assessments.
- Be experienced in leading a team of engineers.

3.1.4 The Senior Software Engineer will have:

- Experience working on the development and implementation of Content Management Systems.
- A detailed understanding of Content Management System software and its interface with display hardware.
- A detailed and demonstrable understanding of SIRI data feeds.
- A detailed and demonstrable understanding of Electronic Display software.
- Proficiency in producing change control notifications.
- Ability to communicate effectively at all levels to both technical and non-technical audiences.
- Experience in leading a team of software engineers.

3.1.5 All other support staff are to be suitably qualified and trained.

3.1.6 The Supplier will notify The Authority or a Participating Authority of any proposed changes to the structure and qualifications during the term of the Framework Agreement.

3.2 Asset Register

3.2.1 During the Framework Agreement and for any call-off Order for maintenance, the Supplier will maintain an asset register on behalf of The Authority or a Participating Authority for all RTPI equipment. The asset register will include as a minimum:

- Serial numbers of all hardware and software
- Location of all Electronic Displays
- Date of installation
- Type of equipment installed
- Unique 3–5-digit quick reference identifiers e.g. display ID
- SIM card type and data supplier
- Start and end dates of maintenance cover

3.2.2 The asset register will be maintained by the Supplier and will be available at all times to The Authority or a Participating Authority and exportable to Excel.

3.3 Key Performance Indicator (KPI)

3.3.1 Framework and System performance will be monitored against KPIs on a monthly basis as set out below.

3.3.2 Framework Status

The Supplier will provide, on a monthly basis, to The Authority and relevant Participating Authority the following information.

- Number of Orders placed by The Authority and each Participating Authority
- Total value of Orders placed by The Authority and each Participating Authority
- Current spends on Orders
- Committed spend for Orders
- Numbers of equipment (Orders) installed this quarter
- Total number of equipment (Orders) installed to date
- Number of equipment installations (Orders) pending or outstanding this quarter
- The record of achievement for delivery to the timescales set out in each Order.

3.3.3 The format of the report will be discussed with the successful Supplier but must be in electronic format and exportable to Excel.

3.3.4 System Performance.

The Supplier will provide, on a monthly basis, system performance information for The Authority and each Participating Authority relating to the status of the system as detailed below.

KPI Heading	Description	Measure	Basic Target	KPI
Central System (CS).	Up time of CS.	Measured in hours, as a percentage and based on hours of operation.	97%	
Content Management System (CMS).	Up time of CMS.	Measured in hours, as a percentage and based on hours of operation.	97%	
Electronic Displays.	Up time of each Electronic Display installed.	Measured in hours, as a percentage and based on hours of operation.	95%	
SIRI between CMS and VIX Technology.	Up time of SIRI.	Measured in hours, as a percentage and based on hours of operation.	97%	
SIRI between CS and bus operators/3 rd party system.	Up time of SIRI.	Measured in hours, as a percentage and based on hours of operation.	97%	
CS Journey matched analysis.	Journey tracked analysis report to show how many predictions are matched to a schedule.	Measured on a per route, per month basis.	95%	

Delivery of Hardware per 3.9 of the Specification	Delivery and Installation of Hardware.	Measured on a per order basis.	97%
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3.4 Progress Meetings and Liaison

- 3.4.1 The Authority or the relevant Participating Authority will act as a formal liaison point between the different stakeholders involved, although the smooth implementation of a project will be greatly enhanced by the ability of the Supplier to attend scheme and technical meetings as and when required.
- 3.4.2 It is required that monthly progress meetings will be held between The Authority or the relevant Participating Authority and the Supplier during the period of the Framework Agreement. The Supplier will administer the meetings and minutes which will be submitted to The Authority or the relevant Participating Authority within 5 working days of the meeting. The minutes will enable The Authority or the Participating Authority to determine progress against each Order and Project Plan for which Contract Performance can be monitored and measured.
- 3.4.3 For The Authority, meetings will either take place at Hampshire County Council, The Castle, Winchester SO23 8UJ or as otherwise agreed.
- 3.4.4 For the Participating Authorities, meetings will take place as at the location specified by the relevant Participating Authority or as otherwise agreed.
- 3.4.5 All meetings, attendance and travel costs, will be included within the rates provided in the Schedule of Rates.

3.5 Responsibilities of The Authority or a Participating Authority

- 3.5.1 The Authority or a Participating Authority will be responsible for ensuring that suitably qualified senior and officer level staff manage the Framework throughout its duration.
- 3.5.2 The Authority or a Participating Authority will be responsible for negotiating any wayleaves for permission to install, maintain, adjust, repair or alter any equipment under the Framework Agreement and Call-Off Order for Maintenance.
- 3.5.3 The Authority or a Participating Authority will ensure that the Supplier has reasonable access to all locations to enable the Supplier to execute each Order placed within the terms of the Framework Agreement and Call-Off Order for Maintenance.

3.6 Quality Assurance

- 3.6.1 The Supplier will be accredited to Quality Assurance Standard ISO 9001 or alternative quality management system. This will be executed and maintained during the term of the Framework Agreement and Call-Off for Maintenance.

3.7 Health and Safety

- 3.7.1 The Supplier will adopt good and safe working practices and will, at all times, comply with the requirements of:
- Sector 8 Accreditation.
 - Health and Safety at Work Act latest edition
 - Electricity at Work Regulations latest edition
 - The latest edition of the Regulations for Electrical Installations issued by the IET
 - The New Roads and Street works Act 1994.
- 3.7.2 All personnel who are working within the highway (which includes the carriageway, footway and verge over which the public have the right of passage), will wear High Visibility clothing that complies to BS EN 417 or later standard.
- 3.7.3 Vehicles will be fitted with at least one rotating or pulsing amber beacon, visible through 360 degrees to approaching drivers. Where work is carried out on, or immediately adjacent to the carriageway, the vehicle will be parked in such a position as to give warning along with signing to Chapter 8 of the Traffic Signs Manual to approaching drivers.
- 3.7.4 For stationary vehicles on the carriageway in the vicinity of works, the Supplier will provide signing as if the vehicles were part of the works in accordance with the requirements of Chapter 8 of the Traffic Signs Manual.
- 3.7.5 All works on the carriageway will be protected in accordance with Chapter 8 of the Traffic Signs Manual or as otherwise directed by The Authority's or relevant Participating Authority's Highway Inspectors.
- 3.7.6 If ladders or steps are being used to give access for any purpose the ladders or steps will be properly cordoned off with barriers to enable the safe passage of pedestrians.
- 3.7.7 All works on a public footpath and/or within shelters must be adequately cordoned off to enable the safe passage of pedestrians.
- 3.7.8 The Supplier will ensure that all on site operations are constructed and maintained safely. The Supplier will undertake risk assessments of all site operations. The risk assessments and resultant actions will be submitted to The Authority or relevant Participating Authority, for approval prior to the commencement of the operations.
- 3.7.9 A Health and Safety (H&S) file will be kept by the Supplier whilst work is being carried out by them. The Authority or the relevant Participating Authority at any time during the Framework Agreement and any subsequent Call-Off for Maintenance will be able to request to review the Suppliers H&S file. The H&S file will contain the following items:
- Suppliers H&S procedures.

- Electrical certificates (following display testing and/or installation).
- Method statements.
- Installation Programme.
- Key contacts; and,
- Other H&S related documentation.

3.8 Site Works

- 3.8.1 Attendance on site for all installation works will be subject to The Authority or the relevant Participating Authority's prior approval, including approval of a New Road and Street Works Act 1991 (NRSWA) notice if involving excavation within the highways.
- 3.8.2 Works on site will typically be carried out between 0600 and 1900-hours Mon-Fri. The Supplier will not be allowed to work outside these hours without the prior agreement of The Authority or the relevant Participating Authority.

3.9 Delivery Timescales

- 3.9.1 A method statement, regarding how the delivery timescales will be met (including the measures to be put in place to manage key 3rd party suppliers who are relied upon to deliver/implement the service), the process to be adopted (including system testing) and project plan (including delivery/lead in timescales) will be provided for the following core system elements:
- The SIRI data feed and the CMS – will be commissioned no later than 6 weeks from receipt of an Order.
 - Electronic Displays - will be commissioned no later than 16 weeks from receipt of an Order.
 - Installation of Hardware and Issue of Site Acceptance Test (SAT) – will be commissioned no later than 21 weeks from receipt of an Order.
- 3.9.2 For each Order placed during the term of the Framework Agreement, a Project Plan will be submitted by the Supplier for approval by The Authority or the relevant Participating Authority against which Contract Performance can be monitored and assessed in accordance with the Order.

3.10 Order

- 3.10.1 The Authority or a Participating Authority may place an Order for Services as and when required under the terms of the Framework Agreement.
- 3.10.2 Prior to the placing of an Order, the Supplier will enter into discussion with The Authority or the relevant Participating Authority to determine the Project Initiation Document (PID) to ensure all requirements of the call-off have been understood and are compliant with the specification.
- 3.10.3 The PID must include full technical details, descriptions, drawings, diagrams and listings of both hardware and software to be supplied and must include details of the sources of all component parts.
- 3.10.4 The PID will include a site survey report (where applicable). It is the responsibility of the Supplier to ensure that the site survey fulfils the

requirements of the Order in accordance with the specification and that the equipment proposed is fit for purpose.

3.10.5 The PID will include a method statement, risk assessment and a Project Plan of works. This will enable The Authority or the relevant Participating Authority to monitor and assess performance against any Order in accordance with the Framework Agreement.

3.10.6 The Supplier will supply The Authority or the relevant Participating Authority with 1 electronic copy of the PID. Each part must be clearly and appropriately labelled.

3.10.7 Upon approval of all PID documentation, the Order will be placed. Any deviation from this will be at The Authority's or the relevant Participating Authority's discretion.

3.10.8 Allowance for site surveys and/or site meetings with The Authority or a Participating Authority and representatives are deemed to be included in the unit cost of equipment.

Payment Terms

3.11.1 For Orders placed by Hampshire County Council the following payment terms will apply:

- 25% on Order
- 25% on Installation, Commissioning and Pre-Site Acceptance Test (SAT)
- 50% on satisfactory SAT

3.11.2 The Supplier acknowledges at all times the latest policies, procedures and protocols for invoicing, as detailed in the [Purchase Orders and Payments](#) guidance which can be found on the HantsWeb Supplier Pages. These pages will contain the latest guidance maintained by the Integrated Business Centre (IBC).

3.11.3 Hampshire County Council operates a "no Purchase Order, no pay" policy, and the Supplier should at all times comply with invoicing protocol for 'value-based orders' contained within the above guidance.

3.11.4 The Supplier will be expected to agree a schedule of work and unique reference with The Authority or relevant Participating Authority prior to an Order being placed. Exact payment details will be in accordance with the Order Agreement of the Order placed which may differ from the provisions at paragraphs 3.11.1 to 3.11.3 above.

3.11.5 The Participating Authorities will specify payment terms for each Order placed.

3.12 Disaster Recovery, Business Continuity Plan and Exit Strategy

3.12.1 The Supplier shall ensure that a robust disaster recovery plan is in place and review their disaster recovery procedures throughout the duration of the Framework Agreement and any subsequent Call-Off for Maintenance.

3.12.2 The Supplier shall ensure that a robust business continuity plan is in place that allows for the continued delivery of the Services in the event of an emergency or disruptive occurrence. The business continuity plan will set out the procedures and actions to be taken if a disruptive event occurs which affects the Services.

3.12.3 The Supplier shall ensure an Exit Plan is provided, to include as a minimum, the following:

- List of the services and key personnel used in delivery;
- Programme of transfer, to include assets, licenses, IP, design; documentation; training material, user guides, skill and knowledge transfer;
- Communications plans.

3.12.4 The Supplier shall undertake and be able to demonstrate to The Authority or a Participating Authority, as required, a regular review process for its business continuity arrangements and Disaster Recovery Procedure in relation to the provision of the Services.

4. ELECTRONIC DISPLAYS

4.1 Introduction

4.1.1 There are a number of Electronic Display types that The Authority or a Participating Authority may wish to procure during the period of the Framework Agreement as detailed below.

4.1.2 For all Electronic Displays detailed in the specification, the following will be provided by the Supplier:

- Technical Product Sheet
- As built drawings and dimensions
- Weight
- Fixing details
- Energy consumption
- Temperature operating ranges/tolerances
- Battery and Solar housing requirements, fixings, and dimensions
- Environmental considerations for the safe handling, removal, recycling, and disposal of Electronic Display batteries.

4.2 LCD Battery Powered RTPI Bus Stop Flag

4.2.1 The Authority or a Participating Authority may wish to procure double sided battery powered RTPI bus stop flags and posts, suitable for any on street environment where space permits. The dimensions of the Electronic Displays including a robust housing with fixings will be no greater than:

Maximum dimensions in mm H490 x W490 x D50

- (a) A total solution will be procured including the Electronic Display, the flag and graphics, post, fixings, foundation, and battery storage, disposal and replacement.
- (b) The flag will include fixed graphics on both sides as per the photo in Appendix C.
- (c) The flag will accommodate the battery and antenna and be powder coated Stainless Steel and as per the dimensions detailed in Appendix D.
- (d) The post will be aluminium 6063 T6 and as per the dimensions detailed in Appendix D.
- (e) The battery powering the LCD RTPI Bus Stop Flag will have a guaranteed minimum 5-year battery life and the cost for disposal and replacement of the battery every 5 years will be included in the annual rate for maintaining Battery Powered RTPI Bus Stop Flags in the Schedule of Rates. Proof of real deployments reaching 5 years battery life must be evidenced in at least one case study.
- (f) The display will show a minimum 2 lines of text and indicate, as a minimum, the service number, destination, and predicted departure time.
- (g) The display will be capable of displaying a free text paging message downloaded from the system.
- (h) The display will be illuminated between dusk and dawn, when services are operational from the bus stop.
- (i) The option shall exist for The Authority to procure a wireless push button to active text to speech audio announcement facility within the LCD Battery Powered RTPI Bus Stop Flag.
- (j) The LCD RTPI Bus Stop Flag will meet at least IK09 and IP65 standards

4.2.2 The Supplier will ensure the safe disposal and recycling of batteries during the term of the Framework and maintenance thereafter.

4.3 Solar Powered Bus Stop Flag

4.3.1 The Authority or a Participating Authority may wish to procure double sided RTPI Bus Stop Flags and posts that utilise 100% solar energy. The minimum requirements are specified as follows:

- (a) A total solution will be procured including the Electronic Display, the flag and graphics, post, solar panel, fixings, foundation, and battery storage, disposal, and replacement.
- (b) The flag will include fixed graphics on both sides as per the photo in Appendix C.
- (c) The flag will be powder coated Stainless Steel and as per the dimensions detailed in Appendix D.
- (d) The post will be Aluminium 6063 T6 and as per the dimensions detailed in Appendix D or suitable alternative.
- (e) The battery powering the RTPI Bus Stop Flag will have a guaranteed 10-year battery life and the cost for disposal and replacement of the battery every 10 years will be included in the annual rate for maintaining Solar Powered Bus Stop Flags in the Schedule of Rates.

- (f) The display will show 2 lines of text and indicate, as a minimum, the service number, destination, and predicted departure time.
- (g) The display will be capable of displaying a free text scrolling message downloaded from the system.
- (h) The display will be illuminated between dusk and dawn, when services are operational from the bus stop.
- (i) The option shall exist for The Authority to procure a separate wireless push button to active text to speech audio announcement facility within the LCD Battery Powered RTPI Bus Stop Flag.

4.3.2 The Supplier will ensure the safe disposal and recycling of batteries during the term of the Framework Agreement and maintenance thereafter.

4.4 Battery Powered RTPI Bus Stop Display

4.4.1 The Authority or a Participating Authority may wish to procure LCD battery powered RTPI 3-line Bus Stop Display suitable for retrospective fixing into bus shelters. The dimension of the Electronic Displays including a robust housing with fixings will be no greater than:

Maximum dimensions in mm H460 x W540 x D50

4.4.2 The minimum requirements of the LCD Battery Powered RTPI Bus Stop Display are specified as follows:

- (a) A total solution will be procured including the Electronic Display, bracket and fixings, battery and replacement.
- (b) The battery will have a guaranteed minimum 5-year battery life and the cost for disposal and replacement of the battery every 5 years will be built into the annual SOR maintenance
- (c) The display will show , as a minimum, the service number, destination, and predicted departure time.
- (d) The display will be capable of displaying a free text paging message downloaded from the system.
- (e) The display housing will have sufficient space for graphics to be applied such as The Authority's or the relevant Participating Authority's logo.
- (f) The display housing will be a specified RAL colour as detailed in an Order.
- (g) The display will be illuminated between dusk and dawn, when services are operational from the bus stop.
- (h) The option shall exist for The Authority to procure a wireless push button to activate text speech audio announcement facility within the LCD Battery Powered RTPI Bus Stop Flag.

4.5 Solar Powered RTPI Bus Stop Display

4.5.1 The Authority or a Participating Authority may wish to procure a Solar powered RTPI Bus Stop Display suitable for retrospective fixing into bus shelters. The dimension of the Electronic Displays including a robust housing with fixings will be no greater than:

Maximum dimension H460 x W540 x D100 or Maximum dimension H220 x W1050 x D200

4.5.2 The minimum requirements of the Solar Powered RTPI Bus Stop Display are specified as follows:

- (a) A total solution will be procured including the Electronic Display, bracket and fixings, Solar Panel battery and replacement.
- (b) The battery will have a guaranteed minimum 10-year battery life and the cost for disposal and replacement of the battery every 10 years will be built into the annual SOR maintenance
- (c) The display will show 3 lines of text as a minimum, the service number, destination, and predicted departure time.
- (d) The display will be capable of displaying a free text paging message downloaded from the system.
- (e) The display housing will have sufficient space for graphics to be applied such as The Authority's or the relevant Participating Authority's logo.
- (f) The display housing will be a specified RAL colour as detailed in an Order
- (g) The solar panel will be located on the roof of the bus shelter and the Supplier will detail in the method statement the fixing arrangements depending on the bus shelter type, prior to The Authority or the relevant Participating Authority placing an Order.
- (h) The display will be illuminated between dusk and dawn, when services are operational from the bus stop.
- (i) The option shall exist for The Authority to procure a separate wireless push button to activate text speech audio announcement within the Solar Powered RTPI Bus Stop Display.

4.6 Bus Shelter Electronic Display

4.6.1 The Authority or a Participating Authority may wish to procure bus shelter Electronic Displays. To meet the requirements of the specification and retrospective fixing into bus shelters, the dimension of the Electronic Displays including a robust housing with fixings will be no greater than:

- (a) LED (Maximum dimension in mm H200 x W1050 x D200)
- (b) TFT Type A (Maximum dimension in mm H200 x W1050 x D200)
- (c) TFT Type B (Maximum dimension in mm H480 x W570 x D170)

4.6.2 The bus shelter Electronic Displays will have M10 fixing bolts 700 mm between centres for fixing into RTPI compatible shelters except TFT Type B where fixings are to be confirmed by the supplier. Up to 8 metres of cabling between the Electronic Display and Residual current operated Circuit Breaker with Overcurrent protection (RCBO)/feeder pillar will be included in the price of an Electronic Display.

4.7 Other Electronic Display

4.7.1 The Authority or a Participating Authority may wish to procure other Electronic Display solutions. As an indication, it is envisaged other Electronic Display types will be installed in, but not exclusive to, bus stations, interchanges, large

employment centres, shopping centres and other areas with high pedestrian footfall.

4.7.2 In addition, The Authority or a Participating Authority may wish to procure Electronic Displays that are integrated within the bus shelter frame that collectively forms a Super or Enhanced Bus Stop.

4.7.3 The types of Electronic Display The Authority or a Participating Authority may wish to procure are detailed below:

- 3-line double sided LED pole mounted display
- 6-line double sided LED pole mounted display
- 32" External TFT
- 32" Internal TFT
- 43" External TFT
- 43" Internal TFT
- 49" External TFT
- 49" Internal TFT
- 55" External TFT
- 55" Internal TFT
- 65" External TFT
- 65" Internal TFT
- 75" External TFT
- 75" Internal TFT

4.8 Key Requirements of Electronic Displays

4.8.1 The following key requirements apply to all Electronic Displays detailed in the Specification. The Electronic Displays must be capable of displaying text in a number of display attributes, pre-definable from the CMS and will include, as a minimum:

- Upper and lower case
- Alternative fonts, size and colour (where applicable)
- Alternative background and foreground colours (where applicable)
- Various logos (where applicable)

4.8.2 The display screen and housing will be ruggedised and vandal resistant with a flat frontage, with no ledges or lips.

4.8.3 The Supplier will be responsible for painting the housing to a specified RAL colour as detailed in an Order.

4.8.4 The Electronic Displays will be clearly legible and visually concise with an automatic contrast function to maximise visibility in all ambient light conditions. All displays must be high bright to a minimum 3000cd/m² with anti-reflective screens.

4.8.5 All Electronic Displays will be programmed to automatically illuminate between dusk and dawn, when services are operational from the bus stop.

4.8.6 The Electronic Displays will show the following information:

- Service Number.
- Destination.
- Scheduled departure time.
- Predicted bus arrival time.
- Passenger Occupancy.
- Pre-defined and free text messages, scrolling along bottom line or alternating pages of full screen message/bus departures.
- Low Floor logo (where applicable)
- CA/Operator logo (where applicable)
- 24-hour clock (where applicable)

4.8.7 The Electronic Display will detail the next services to arrive. The system must be capable of stacking and sorting relevant information to ensure a reliable and meaningful list of next service arrivals with a timetable look ahead window sufficient to ensure no lines are ever blank (except at the end of day when the last few services are operating).

4.8.8 The Electronic Displays will typically show the scheduled arrival time of each journey until a prediction starts to be received. The prediction will replace the schedule, and a countdown prediction will commence down to 2 minutes. When the bus is within 1 minute of the stop, the countdown will change to 'DUE' and clear once a clear down message has been received by the system.

4.8.9 For LED, Battery and Solar Electronic Displays, the option will exist for the scheduled and predicted arrival time of each journey will alternate with passenger occupancy information for that journey. This will be obtained in the SIRI SM data feed from the VIX CS and will be displayed on the Electronic Displays.

4.8.10 For TFT Electronic Displays, the option will exist for passenger occupancy information to be shown on the same row as the scheduled and predicted arrival time of each journey. This will be obtained in the SIRI SM data feed from the VIX CS and will be displayed on Electronic Displays.

4.8.11 Passenger Occupancy will be shown on the Electronic Displays in the following recommended format. However, the Supplier will work with The Authority during the term of the Framework on new ways to display this information as and when the presentation of passenger occupancy develops further:

Usually Very Busy
Usually Quite Busy
Usually Not Busy

4.8.12 All Electronic Displays will comply, where relevant, with the Equalities Act (latest edition) and any associated and relevant legislation, the Royal National

Institute for the Blind (RNIB), the Department for Transport (DfT) advice and RTIGPR003.

- 4.8.13 Depending on the location, the Electronic Displays will either show scheduled arrival or departure times or real time arrival or departure times or a mixture of both arrivals and departures. How the Electronic Display presents the RPTI Content Page must be configurable from the CMS.
- 4.8.14 Electronic Displays will be capable of displaying messages of delays, service disruptions, first and last service times and other passenger information as required using pre-defined messages that are configurable by The Authority or relevant Participating Authority. Parameters required to set the triggering and resetting for such messages should be intuitive and be able to be set from the CMS. All messages set will be logged on the CMS.
- 4.8.15 Electronic Displays should never be blank (except for temporary power failure or during the activation of possum mode) and, if the Electronic Display is not receiving services for any reason, a relevant pre-defined configurable default message must be displayed.
- 4.8.16 In the event of a partial or total communication failure, a default message will be displayed on the Electronic Display.
- 4.8.17 A system for Electronic Display fault detection, diagnosis and alarm is to be provided to ensure that failures are made known for ease of rectifying faults as soon as possible.
- 4.8.18 Electronic Displays will permit normal access to all control functions via the application of a single key or special tool. Two of all such keys will be supplied to The Authority or relevant Participating Authority.
- 4.8.19 All Electronic Display installations will have a clearance from ground to underside of the Electronic Display of 2.1m (enclosed shelter) and 2.4m (cantilever shelter) and will not intrude on passenger vision, headroom or affect general safety of passengers or other road users.
- 4.8.20 The Electronic Display will comply with all appropriate standards including the current edition of IET Wiring Regulations and the Degrees of protection provided by enclosures (IP Code)
- 4.8.21 The Authority or a Participating Authority will give the Supplier 2 weeks' notice prior to the start of sign installations. The Supplier will be responsible for the installation and commissioning of each Electronic Display, including all necessary cabling and connections. Installations and commissioning must be carried out by a competent site engineer who holds relevant site working certificates and electrical qualifications.
- 4.8.22 Upon installation of each Electronic Display, the Supplier will carry out all related Electrical Safety Tests in accordance with the current edition of the IET

Wiring Regulations (and provide completed certificates to The Authority or to the relevant Participating Authority for each installation.

4.8.23 Communications with the Electronic Displays will be via 3G, 4G or 5G SIM (unless stated otherwise e.g. Wireless/CAT 5e/CAT 6). The Electronic Displays will be configurable for each of these communication options.

4.9 Electronic Display Content

4.9.1 Electronic Displays will be capable of displaying rich media content in addition to RTPI, in a configurable layout (see Section 5) for TFT Electronic Displays, controlled via the Content Management System (CMS).

4.10 Electronic Display Accommodation

4.10.1 Three options exist for accommodating Electronic Displays and will be determined, after site survey, when placing an Order. Where possible The Authority would prefer the use of existing bracketry and infrastructure to accommodate new displays.

- Option 1

4.10.2 The Authority or the relevant Participating Authority will be responsible for the provision of RTPI compatible shelters. This will include the Electronic Display fixing points (bracket), a power supply to an in-shelter RCBO/feeder pillar, ducting and pull cords between the RCBO and bracket.

4.10.3 The ducting and pull cords provided will typically have a capacity to handle 2 15mm diameter cables between the RCBO/feeder pillar and the bracket. Ducting and pull cords can also be provided from the bracket to the canopy of the shelter with 2 fixing plates for antenna (if required).

4.10.4 The Supplier will be responsible for the power cabling between the feeder pillar/RCBO and the Electronic Displays and this will be included in the rate for Electronic Displays.

4.10.5 The Supplier will be responsible for the ongoing maintenance of the RCBO, feeder pillar and cabling during the 1-year defects liability period and any subsequent Order for maintenance thereafter. This shall be included in the SOR-Maintenance rate for Electronic Displays.

- Option 2

4.10.6 The Supplier will be responsible for the supply, installation, and commissioning of the Electronic Display brackets (including liaison with the shelter provider) and all associated feeder pillar/RCBOs plus be responsible for the liaison with, and project management of, SSE.

4.10.7 The Supplier will manage the whole process including the sourcing of quotations from SSE (The Authority will be responsible for raising a separate Order that covers the SSE quotation) and will ensure all approvals and

certificates are obtained to enable commissioning. This will include liaison and agreement with the shelter provider to ensure the works are fit for purpose.

4.10.8 The Supplier will be responsible for the power cabling between the feeder pillar/RCBO and the Electronic Displays and this will be included in the rate for Electronic Displays.

4.10.9 The works will be compliant with the requirements of the current edition of the IET Wiring Regulations, and the price submitted will be deemed to include all specific requirements and conformity to regulations.

4.10.10 The Supplier will be responsible for the ongoing maintenance of the RCBO, feeder pillar and cabling during the 1-year defects liability period and any subsequent Order for maintenance thereafter. This shall be included in the SOR-Maintenance rate for Electronic Displays.

- Option 3

The Supplier will work with Bus Shelter manufacturers to provide an integrated RTPi solution within the bus shelter frame. This may also include the procurement and integration of other innovative technologies that collectively forms a Super or Enhanced Bus Stop as detailed in Appendix B.

4.11 Broadcast Display Panel Specification

4.11.1 The Authority or a Participating Authority may wish to place an Order for the option of a Broadcast Display Panel/Totem to be procured under the Framework Agreement. The Broadcast Display Panel/Totem will typically be installed adjacent to shelters, areas of high pedestrian footfall and at public transport interchanges.

4.11.2 The Broadcast display panel/Totem will feature a high bright minimum 3000cdm.m², sunlight visible 65" TFT, housed within a robust panel, with concealed fixings.



- 4.11.3 The Broadcast Display Panel will include all foundations, paving trays, fixing bolts, consideration of airflow and ventilation and regulations relating to free standing infrastructure on the highway.
- 4.11.4 The Broadcast Display Panel will be stainless steel and have a dimension in the range of H3000mm x W1000mm x D400mm and the RAL colour will be confirmed prior to Order.
- 4.11.5 Branding, mapping, logos, stop names and colour schemes will also be applied to the Broadcast Display Panel as defined in an Order.
- 4.11.6 The Broadcast Display Panel will be designed for the outdoor environment and built to IK09 and IP65 rating to withstand prevailing environmental conditions and vandalism.

4.12 Audio Announcement Specification

- 4.12.1 All Electronic Displays will be available with the option to include a wireless push button to activate text to speech audio announcement facility within the display to meet the following specifications:
- A: The wireless push button must have its own internal battery life of 10 + years
 - B: The wireless push button enclosure must include braille
 - C: The wireless push button enclosure must be available in a RAL colour chosen by The Authority at the time of order
 - D: The wireless push button must be rated to K10 and IP65

4.13 Other Optional Innovative Technology

4.13.1 The Supplier will work with The Authority and relevant Participating Authorities to offer innovative technology as and when the opportunities arise during the Framework Agreement.

4.13.2 For innovative technology that may already be available on the market but not detailed in the Specification, the Supplier has the option to price for these items in the SOR–Optional Items for The Authority’s or Participating Authority’s option of placing an Order during the term of the Framework Agreement. Areas of interest are:

- Web and App applications for RTPI and journey planning.
- E ink Battery Electronic Display technology.
- Battery powered Electronic Display Technology.
- Solar powered Electronic Display Technology.
- Interactive touch screen, journey planning Electronic Displays.
- USB charging, either stand alone or integrated within Electronic Displays.
- Air Quality Monitoring, either stand alone or integrated within Electronic Displays.
- API and HTML export capabilities

The above list is not exhaustive, and Appendix B sets out a Basis of Design that details other innovative solutions The Authority or a Participating Authority may wish to procure for integration into a Super or Enhanced Bus Stop.

4.14 Environmental Protection

4.14.1 All equipment must be adequately protected against the ingress of water, dirt, sea and air corrosion, temperature cycling, and sunlight with due regard to the environmental conditions which may be experienced. All items must comply with the International Protection (IP), Electromagnetic Compatibility (EMC), Electromagnetic Protection (EMP) and any other applicable standards.

4.14.2 Electronic Displays will be capable of operating satisfactorily in environmental conditions equivalent to those applied in tests for a rating of, at least, IP54 (for equipment to be mounted inside shelters) or IP65 (for freestanding units).

4.14.3 Where such independent test certification, or equivalent, is not available, the Supplier may undertake such tests during the Framework term and supply certification or cover equipment against failure due to the ingress of water, moisture related corrosion and dust. The Authority or relevant Participating Authority reserves the right to witness any tests undertaken in pursuance of environmental certification.

5. CONTENT MANAGEMENT SYSTEM

5.1 CMS Functionality

- 5.1.1 The Content Management System (CMS), or modular systems that collectively form the CMS, will interpret the SIRI data feed provided by the VIX CS (or the Central RTPI System detailed in this specification) and distribute it as a RTPI page to Electronic Displays. The CMS will control display content and layout not only for the RTPI page but other media content. It will show the status of all Electronic Displays and provide a messaging facility for dissemination out to Electronic Displays.

CMS messaging must allow for advanced message configuration including:

- Messaging individual stops
- Message stop groups
- Configuration and use of message templates
- Use of message templates
- Defining the start and end times of a message (including the option to schedule a message for an entire day)
- Allow for a message to be repeated daily, a daily basis on a weekday only, a daily basis on weekends only, weekly on a specific day, monthly on a specific date or a custom of set day until a certain date.
- Message priority must be configurable to be low, medium, high or emergency
- Attachable notes for each message to provide contextual operational information for users of the CMS
- A filterable tabular view of active, expired and cancelled messages can be viewed by CMS users.

The CMS will support Single Sign On (SSO) login using existing organisational accounts in use and Hampshire County Council

The CMS will support two factor authentication (2FA) during login via standard and SSO login

- 5.1.2 CMS system expansion will be handled in a modular or incremental basis without significant interruption to system operation or fundamental changes. The complete system life will be a minimum of 20 years through regular reviews and targeted upgrades.

- 5.1.3 The Supplier will work with VIX Technology to deliver a SIRI data feed between the VIX CS and the CMS (or modular systems that collectively form the CMS). The CMS will interpret the SIRI data provided by the feed(s) and distribute it to Electronic Displays Via an RTIGT047 compliant MQTT protocol

The CMS must support integration with multiple different displays including:

- TFT
- LED
- Battery E-Paper
- Battery LCD

The CMS must support the current RTIGT047 Protocol standards

- RTIGT047-pt1-v1.10
- RTIGT047-pt2 – v1.10

The CMS must provide support for future releases of the RTIGT047 Standard as they develop including:

- RTIGT047-pt1-v1.2
- RTIGT047-pt2-v1.2
- RTIGT047-pt3
- RTIGT047-pt4

The supplier must be able to demonstrate a large-scale proven solution supporting over 200 displays using RTIGT047 Protocol for communication with display's

5.1.4 The CMS will be a cloud hosted web-based system allowing the user to remotely access and use the CMS via any 'desktop'. This must run on any modern browser (e.g. Internet Explorer 11, Microsoft Edge or Chrome)

5.1.5 Access to the CMS will be password protected, and every log on / log off is to be recorded in the system log, to allow identification of any irregularities that may occur.

5.1.6 Passwords for access to the CMS must be complex e.g. minimum of 8 characters, upper- and lower-case characters, a number and special characters.

5.1.7 The CMS will support multiple users logged on the system at the same time.

A single CMS instance will support multiple tenants, facilitating a discrete management of different areas circa within Hampshire County Council. The CMS must support multiple tenants whilst maintaining security and privacy between tenants

5.1.8 The CMS will provide audit trails for all users accessing the system. The audit trails will include details regarding who has logged on and will capture any changes made to the system (i.e. configurable parameters). The audit log shall support filtering by both change type and user.

5.1.9 The Supplier is responsible for the provision of all security aspects, including the prevention of malicious access to the system, secure backup procedures, and disaster recovery processes. Any changes to the procedures will be notified to The Authority or relevant Participating Authority during the term of the Framework.

5.1.10 The CMS will show the geographical location of Electronic Displays in both a tabular and map based graphical format. The user will be able to select an Electronic Display and view what is currently being shown on street.

The CMS should provide a single geographical map displaying the locations, status and types of all displays such as LED, TFT, LCD or E-paper

- 5.1.11 The CMS will show the status of Electronic Displays. If an Electronic Display has a fault as detected by the Fault Management System this will be highlighted to the user through both a tabular and map based graphical format.
- 5.1.12 The CMS will provide textual information relating to the Electronic Displays including, as a minimum:
- National Public Transport Access Nodes (NaPTAN)
 - Latitude and longitude
 - Display Type installed
 - Date installed
 - Status
 - Display characteristics
 - Uptime – The last time the control system heard from the display
 - Last Heard – The last time the central system heard from the display
 - Firmware / software versions
 - Disk usage- information relating to disk usage
 - Memory usage – information relating to memory usage
 - Connection Information – Information about the displays connection including:
 - IP Address
 - MAC address
 - Connection Time / Uptime
 - Network Type
 - Signal Quality
 - ICCID
 - Provider
 - Modem Information
 - Modem Type & Model
 - Modem Software/ Hardware / Firmware
 - IMEI
 - IMSI
 - Last Scheduled Update
 - Last RTI update
 - Display Event / History Log
- 5.1.13 The CMS will have the capability to allow The Authority or relevant Participating Authority to send messages to Electronic Displays and will be time and date configurable from the CMS. The parameters required to create and send messages will be intuitive and all messages set will be logged by the CMS.

The CMS must allow for complex message schedules to be created i.e., a single message that can be displayed Monday to Friday between 08:00 and 10:00 and Saturday and Sunday between 16:00 and 19:00

- 5.1.14 The CMS will allow for the automatic formatting and fitting of messages onto all Electronic Display sizes, whilst conforming to Equality Requirements best practice. This can be in the format of, but not exclusive to, bottom line scrolling or full screen messages.

- 5.1.15 The CMS must provide prediction accuracy data conforming to RTIGT041 Accuracy and Quality of Real-Time Predictions
- 5.1.16 If required, the CMS will allow for the renaming of destination names along any point of a route depending on the location of Electronic Displays associated with that route. If a new timetable or route is received by the CMS, then the system must be capable of matching any new timetable and route destination names to those already contained within the CMS.

The CMS shall provide RTIGT047 compliant support within a single software solution for all display types including TFT, LCD, E-paper and LED Displays

5.2 TFT Content Pages

- 5.2.1 The CMS will enable the user to show other content pages in addition to the RTPI page.
- 5.2.2 The CMS will allow The Authority or relevant Participating Authority to choose the Content Pages to be displayed. At some locations only the RTPI Content Page will be shown, at other locations, the preferred approach may be to show additional rich media content in addition to the RTPI.
- 5.2.3 The Authority or relevant Participating Authority will have access to managing the sequence that the Content Pages are shown in, the duration for which the individual pages are shown and the start/end dates for Content Pages to be displayed.
- 5.2.4 The CMS will allow the user to view the scheduled Content Pages in advance of 'live' display. This will allow The Authority or relevant Participating Authority to make any 'ad hoc' changes to the Content Pages.

5.3 Content Page Templates

- 5.3.1 The Authority or a Participating Authority will be able to create, edit or pre-select templates, and add content pages to this. It is the responsibility of the Supplier to enable the link to the external source that populates the content page.

5.4 Additional Rich Media Content

- 5.4.1 The CMS will provide the functionality to obtain, manage and distribute additional rich media content. As a minimum this will include:
- Live train departures and live service updates
- 5.4.2 The Authority or relevant Participating Authority will be able to select the individual train station they wish to see departures for and assign it as a Content Page for subsequent display on a TFT.
- 5.4.3 The Supplier will obtain, commission, and maintain the live train departure and service update data feed, including all necessary approvals and acceptable standards for presentation on TFTs.

- 5.4.4 The Authority or relevant Participating Authority will have full access to managing the layout, scheduling and assignment of the live train departure and service update Content Page as and when required.
- Ferry departures.
- 5.4.5 The Authority or relevant Participating Authority will be able to select a live ferry departure and service updates for specific Operators and assign it as a Content Page for subsequent display on TFTs.
- 5.4.6 The Supplier will obtain, commission, and maintain the live ferry departure and service update data feed, including all necessary approvals and acceptable standards for presentation on TFTs.
- 5.4.7 The Authority or relevant Participating Authority will have full access to managing the layout, scheduling and assignment of the live ferry departure and service update Content Page as and when required.
- 5.4.8 Where the automatic deployment of live timetabled ferry information is not available, The Authority or relevant Participating Authority will be able to create ferry timetables ready for display on TFTs.
- News:
- 5.4.9 The Authority or relevant Participating Authority will be able to select either a local or national live news feed and assign it as a Content Page for subsequent display on TFTs.
- 5.4.10 The Supplier will obtain, commission, and maintain the live news feed for the live presentation on TFTs.
- 5.4.11 The Authority or relevant Participating Authority will have full access to managing the layout, scheduling and assignment of the News Content Page as and when required.
- Weather:
- 5.4.12 The Authority or relevant Participating Authority will be able to select a 3 to 5-day weather forecast and assign it as a Content Page for subsequent display on TFTs.
- 5.4.13 The Supplier will obtain, commission, and maintain this feed for the live presentation on TFTs.
- 5.4.14 The Authority or relevant Participating Authority will have full access to managing the layout, scheduling, and assignment of the Weather Content Page as and when required.
- Linear diagram of RTPi bus tracking:

- 5.4.15 A Content Page will feature a live route or map diagram detailing the location of buses as they are tracked in real time along selected routes.
- 5.4.16 For non-tracked buses, these will be shown in grey tracking along the route to schedule time:
- Other graphics and text.
- 5.4.17 The Authority or relevant Participating Authority will have the functionality to upload graphics, images and video as a Content Page for subsequent display on TFTs.
- 5.4.18 The CMS Content Pages will support all commonly used video formats, including but not limited to:
- MPEG 1 and 2
 - WMV
 - H.264 compression (MPEG4 part 10)
 - MOV supported with H.264 compression.
- 5.4.19 The CMS Content Pages will support all commonly used image formats, including but not limited to:
- JPEG
 - PNG
 - BMP
 - ICO
- 5.4.20 The CMS will support commercial advertising with the following requirements
- Proof of play reports
 - Authority set business rules for advertising
 - All formats as directed in 5.4.18

5.5 Content Management System Reporting

- 5.5.1 The CMS will include an analysis package and will be capable of delivering reports in the format of electronic and printable documents to permit the monitoring and evaluation of Content Pages. This package will allow analysis to be carried out daily and for up to a three-year period.
- 5.5.2 The system will be capable of exporting and presenting reports in Excel and Word for subsequent dissemination.
- 5.5.3 The CMS will be capable of providing the following time and period configurable reports for Content Pages:
- Duration a Content Page has been shown for.
 - Number of times a Content Page has been shown.
 - Number of displays the Content Page has been shown on.

5.6 QR Support

5.6.1 The CMS must be capable of supporting real time information pages that can be accessed via scanning a QR code at a bus stop or other designated location.

5.6.2 Repots must be generated proving details of QR usage and access.

6. CENTRAL RTPI SYSTEM

6.1 Central System (CS) Overview

6.1.1 The Central System (CS), or modular systems that collectively form the Central System, will be a hosted solution that delivers:

- Central Server for processing and disseminating all data feeds.
- Data Management Suite (DMS)
- Statistics and Operator Reports
- Real Time Bus Management

6.2 Central Server

6.2.1 The Central Server solution will receive, process, collate and control all data and communications between system elements including bus operator back office AVL systems and 3rd party systems.

6.2.2 The solution will consist of all the necessary computing and communications hardware and software needed to process data that is received via SIRI, API layers or RSS or sent to 3rd party systems through a combination of SIRI outputs, API layers, XML schemas and RSS feeds.

6.2.3 The solution will be a detailed system architecture and processing system for sending and receiving SIRI standard CEN/TS 15531 or later communication protocol.

6.2.4 A system algorithm will process the bus operator SIRI data feed with schedules imported into the DMS for calculating the progress of a bus along its route and the generation of arrival and departure predictions.

6.2.5 The system will be able to calculate predictions for Electronic Displays that are within close proximity of the start of a journey e.g. bus stations or where Electronic Displays are within close proximity of a duty/running board changeover – pre-trip predictions.

6.2.6 In the event of a bus being cancelled, provision must be made for its automatic withdrawal from the system with a pre-defined message to detail the cancellation.

6.2.7 A system algorithm will process bus operator or neighbouring RTPI system SIRI data and combine this with schedules that may already be imported into the Data Management Suite (DMS) to avoid duplication of services.

6.2.8 The system will collect, process, store and archive all data generated and process it accordingly, including all system backups.

- 6.2.9 The system will be managed and supported in the event of a failure and system backups will be retrievable (for both software and data) in the unlikely event of a catastrophic failure.
- 6.2.10 System expansion will be handled in a modular or incremental basis without significant interruption to system operation or fundamental changes to the core server. The complete system life will be a minimum of 15 years. Flexibility and cost effectiveness of communication systems are considered to be extremely important and an indication of the ultimate capacity of the proposed system must be provided. As a guideline, the system must be capable of handling 3000 displays and 20 data feed links between bus operator and 3rd party systems.
- 6.2.11 Only displays purchased through the framework will be able to be placed on the central system. Displays purchased outside of the framework will need prior approval of Hampshire County Council before the central system can be accessed.

6.3 Data Management Suite

- 6.3.1 The Data Management Suite (DMS) will have a user-friendly interface to all data management functions using a Graphical User Interface (GUI). The data management interface must be accessible through the web and will be password protected.

Some Participating Authorities may not require a DMS, and they may choose to take a direct SIRI data feed from Bus Operator Systems or a later equivalent system such as Bus Open Data (BODs) and display this on Electronic Displays. However, some Participating Authorities may still need to manipulate data and make amendments therefore a DMS will be required.

- 6.3.2 Access to the DMS will be password protected, and every log on / log off is to be recorded in the system log to allow identification of any irregularities that may occur.
- 6.3.3 Passwords for access to the DMS must be complex e.g. minimum of 8 characters, upper- and lower-case characters, a number and special characters.

6.3.4 The DMS must support multiple users using the system at one time.

- 6.3.5 The DMS will be adaptable and must conform to all relevant data standards as they emerge during the term of the Framework Agreement and Call-Off for Maintenance. As a minimum the system will support:

- The current edition of TransXChange, as sponsored by the United Kingdom Department for Transport and defined at www.transxchange.org.uk (and all subsequent versions)
- EBSR
- NaPTAN
- NPTG
- Atco.cif

- Excel
- UTM/UTC XML
- RTIG standards and protocols.

6.3.6 The system will be user friendly and have a database configuration management tool for managing the process of uploading, checking, and verifying the data. This will include the facility to make changes and edits to:

- Running/duty dates
- Running/duty boards
- Trip numbers
- Operator codes
- Stop sequences
- Stop names
- NaPTAN
- Timetables
- Start and End dates
- Special day events i.e. making a Sunday timetable operate on a weekday.

6.3.7 The system will be capable of handling new and future schedule timetable, route and duty board/running board updates at date and time configurable parameters.

6.3.8 The system will be able to detect and clearly flag any data errors on import that might affect the accuracy of information. As a minimum the system will identify duplication of trips where:

- data files contain the error.
- date ranges, within imported files, overlap with other files in the same import.
- date ranges, in imported file, overlap with existing date ranges in the database.

6.3.9 The system will allow for the setting of varying school holiday and school term dates depending on catchment area and different bus operator operations.

6.3.10 Whilst bus stop names will be obtained from the timetable and route import process, a facility must exist for renaming bus stops to local names and the system must be capable of matching any new timetable and route import names to those already changed on the system.

6.3.11 The system must allow for the renaming of destination names along any point of a route depending on the location of Electronic Displays associated with that route. If a new timetable or route is imported, then the system must be capable of matching any new timetable and route destination names to those already changed on the system.

6.3.12 The system must be capable of handling different duty/running board types for the accurate matching of services. Several bus companies operate in the UK and the system must be capable of handling all bus companies' duty board/running board data formats.

- 6.3.13 The system will be capable of handling the same service number being used more than once in Hampshire i.e. a Stagecoach Service 1 in Winchester, Stagecoach Service 1 in Basingstoke and a Blue Star Service 1 in Winchester.
- 6.3.14 The system must conform to the requirements of NaPTAN and hold a database of all bus stop locations for The Authority's and each Participating Authority's geographical boundaries that can be imported into the system as and when required.
- 6.3.15 As an option The Authority or a Participating Authority may require the Supplier to undertake some or all data input.

6.4 Statistics and Operator Reports

- 6.4.1 The statistics and operator report package will be a web-based facility and password protected for nominated system users.
- 6.4.2 Access to the package will be password protected, and every log on / log off is to be recorded in the system log to allow for the identification of any irregularities that may occur.
- 6.4.3 Passwords for access to the package must be complex e.g. minimum of 8 characters, upper- and lower-case characters, a number and special characters.
- 6.4.4 The package will support multiple users logged on the system at the same time.
The package will be capable of exporting and presenting statistics and reports in, as a minimum, Excel, PDF, CSV and MS Word for subsequent dissemination and printing.
- 6.4.5 The package will allow analysis to be filtered by bus stop (timing and non-timing points), bus fleet number, route, duty board/running board, day, date, time period and day type include school term and non-school term operations.
- 6.4.6 The data collected must relate to actual and scheduled bus arrival and/or departure times from each stop or a whole route together with service numbers, destination, dates, and time of day for comparison to schedules.
- 6.4.7 The package will allow for the selection of individual vehicles and report specific variations (e.g. recurring patterns, variations above a given number of minutes).

6.4.8 As a minimum, the package will provide the following:

- Bus punctuality monitoring
- Journey Time Reports
- Headway and drive time reports
- Dwell time
- Journey Matching analysis

6.5 Real Time Bus Management

- 6.5.1 The Real Time Bus Management system will provide a live monitoring of bus fleet movements and schedule adherence.
- 6.5.2 The system will deliver graphical and textual information on the status of buses in both a tabular and map based graphical format.
- 6.5.3 Buses will be colour coded to show early, on time and late running. A bus can be selected to show the service and duty board/running board information for that bus including the fleet number.
- 6.5.4 A bus can be selected and tracked to show the route the bus is on.
- 6.5.5 A graphical playback facility (minimum 3 days) will exist to show a replica of bus movements on a map. A snapshot of the playback will be exportable in MP4 or WMV file formats.
- 6.5.6 The system will be capable of allowing the user to view bus routes and all bus stops associated with that route. The system will graphically represent bus stops that are fitted with Electronic Displays.

7. COMMUNICATIONS SPECIFICATION

7.1 Communications between CMS and Electronic Displays

- 7.1.1 The method of communication for the System will be mobile communication (3G,4G or 5G) unless otherwise stated by The Authority or a Participating Authority when placing an Order for Electronic Displays e.g. Wireless/CAT 5e/CAT 6. The system will comply with the National Strategy for Public Transport Information Systems and emerging standards from Real Time Passenger Information (RTIG).
- 7.1.2 Two options exist for the procurement and supply of SIM cards:
 - Option 1**
 - 7.1.3 The Authority or a relevant Participating Authority will be responsible for the supply of SIM cards to be delivered to the Supplier 4 weeks prior to the start of installation or as otherwise agreed with the Supplier. SIM cards will also be provided to the Supplier upon request for pre-testing if required.
 - 7.1.4 Upon receipt of the SIM cards the Supplier will be responsible for the administration and recording of SIM cards and all equipment serial numbers as and when installed/decommissioned in Electronic Displays. This is to be provided to The Authority or to the relevant Participating Authority on a monthly basis.

Option 2

7.1.5 The Supplier will be responsible for the procurement and supply of SIM cards for Electronic Displays and maintaining an asset register to include date installed, SIM plan and term.

7.1.6 It will be the responsibility of the Supplier to ensure all SIMs are allocated the correct data plan to ensure adequate performance of the Electronic Display Content.

7.2 Links to and from 3rd Party Systems – SIRI

7.2.1 During the term of the Framework Agreement and any Order for maintenance the communication for data transfer will be Internet Protocol (IP) using HTTPS or secure VPN connections to provide a very fast and secure data transfer mechanism and will be RTIG Protocol compliant.

7.2.2 The required link to/from 3rd party systems will be compliant with the Service Interface for Real Time Information (SIRI) standard CEN/TS 15531 or latest edition. The option will exist for The Authority or a Participating Authority to procure any of the following SIRI functional services (Bi-directional and Uni-directional SIRI connections, in both Publish/Subscribe and Request/Response format) as detailed below:

- a) The Production Timetable Service
- b) The Estimated Timetable Service
- c) The Stop Monitoring Service
- d) The Vehicle Monitoring Service
- e) Siri SX

7.2.3 The Supplier will provide the necessary expert advice, documented training, guidance and support, telephone and email advice to 3rd party system users who need to use this interface and will be deemed to be included in the price for establishing links with 3rd party systems.

8. FAULT MONITORING AND FAULT MANAGEMENT

8.1 Fault Monitoring

8.1.1 The system will be capable of monitoring, detecting, and notifying faults that relate to some or all of the following system elements.

Electronic Displays

- Loss of power
- Loss in communications
- Communication interruption when uploading new data files
- Loss of display graphics
- Vibration alert (instances of vandalism)
- Viruses/Malware/Ransomware or other types of malicious software

CMS and CS

- System failure
- GPRS failure
- Viruses/Malware/Ransomware or other types of malicious software

SIRI

- To/from 3rd party SIRI data feed failure
- Data quality issue
- Viruses/Malware/Ransomware or other types of malicious software

8.1.2 For faults (relating to the above system elements) that are not automatically monitored and detected by the system, the Supplier will ensure that routine system checks, and processes are in place to ensure a proactive approach to fault management. The faults will be notified to The Authority or relevant Participating Authority via the fault reporting procedure, logged on the Fault Management System (FMS) and represented on the CMS and/or CS.

8.2 Fault Management System (FMS)

8.2.1 The Fault Management system (FMS) will manage, process, and store all faults in both a filterable tabular and graphical format. It will record all faults raised by The Authority or relevant Participating Authority, the Supplier and those automatically generated by the system.

8.2.2 The FMS will generate a fault report email to The Authority or relevant Participating Authority to detail when faults are raised, actions undertaken and when faults are closed.

8.2.3 The FMS will allow The Authority or relevant Participating Authority to have a complete fault log including: who has raised the fault, fault type and reference, time and date stamp of fault, current fault status, fault duration, maintenance actions undertaken, time and date stamp of fault closure. The FMS will store all faults raised for a minimum of 1 year and will be exportable to Excel.

8.2.4 The FMS will be web based allowing the user to remotely access and use the FMS via any 'desktop'. This must run from any modern browser (e.g. Microsoft Edge or Chrome)

8.2.5 Access to the FMS will be password protected, and the passwords must be complex e.g. minimum of 8 characters, upper and lower-case characters, a number and special characters.

8.2.6 The CMS will support multiple users logged on the system at the same time.

- 8.2.7 The system is to provide audit trails for all users accessing the system. The audit trails will include details of who has logged on and will capture any changes made to the system (i.e. configurable parameters).
- 8.2.8 The Supplier is responsible for the provision of all security aspects, including, prevention of malicious access to the system, secure backup procedures, and disaster recovery processes

9. SYSTEM ACCEPTANCE TESTING

9.1 Factory Acceptance Test

- 9.1.1 If and when required, a Factory Acceptance Test (FAT) on equipment will be witnessed by The Authority or relevant Participating Authority with a view to subsequent approval for acceptance and delivery to site for installation and commissioning.
- 9.1.2 The FAT must demonstrate that all items of equipment and software function satisfactorily and that the overall system complies with the requirements of the PID, specification and associated Order.
- 9.1.3 The FAT will demonstrate that the equipment will operate and communicate in its real-life environment to ensure 'plug and play' capabilities once equipment is delivered to site. Any deviation from this will result in a FAT failure.
- 9.1.4 FATs will be carried out at the Supplier's, or at the sub-contractor's premises. However, where the equipment or sub systems are portable, tests may, at the Supplier's request and at The Authority's or relevant Participating Authority's discretion, be carried out at The Authority's or relevant Participating Authority's premises.
- 9.1.5 Where any portion of the equipment/system fails to pass the FAT e.g. failure to demonstrate the item complies with the Specification, a further review must be arranged. All reasonable expenses which The Authority or relevant Participating Authority may incur by the repetition of the review will be deducted from the Order price.

9.2 Installation, Commissioning and Pre-SAT

- 9.2.1 Following successful FAT, installation and commissioning of the order will take place. Upon commissioning of the Order, a pre-SAT survey will be conducted by The Authority or relevant Participating Authority to verify the equipment is commissioned and working satisfactorily in accordance with the Specification. For Hampshire County Council Orders, upon approval of the commissioning, a further 25% payment of the Order will be paid.

9.3 Site Acceptance Test (SAT)

- 9.3.1 Following successful commissioning and a further two weeks of successful operation with "no faults found", SAT surveys will be conducted by The Authority or relevant Participating Authority.

- 9.3.2 The Supplier must demonstrate that equipment has been installed in accordance with the Order and Specification and that all equipment and software will operate and carry out the functions for which it is intended. For Hampshire County Council Orders, upon successful completion of each Order SAT, a Final Certificate and payment of the remaining 50% Order value will be paid.

10. TRAINING AND DOCUMENTATION

10.1 Training

- 10.1.1 The Supplier must provide training at an agreed location for The Authority or relevant Participating Authority and/or representatives to enable the user to gain a full understanding of the system. The training will be deemed to be included in the cost of the system.

10.2 Documentation

- 10.2.1 Upon receipt of the first Order being placed, the Supplier will be required to provide electronic copies of instruction/user manuals detailing the operation of the system. One will be a quick reference guide and the other a more detailed manual.

11. WARRANTY

- 11.1 The one-year defects liability period will ensure all equipment supplied, installed, and commissioned under an Order is maintained in full working condition for 1 year following SAT, in accordance with the System Performance and KPI targets.
- 11.2 To ensure The Authority or relevant Participating Authority strives towards providing high standards of service delivery, the Supplier will be required to respond to both Critical and non-Critical faults in accordance with the Maintenance Section, as detailed below.

12. MAINTENANCE

12.1 Maintenance Overview

- 12.1.1 The option will exist for the annual maintenance of RTPi by the Supplier and will be priced in the SOR - Maintenance. The maintenance will comprise all preventative, routine and on call maintenance and repair work for all equipment and software supplied under each Order.
- 12.1.2 Maintenance of the system will include all the necessary cover, parts and equipment spares holding to keep the system in good working order.
- 12.1.3 Electrical Safety Tests and Certification will take place every 3 years following installation of the equipment. A copy of the Certification will be sent to The Authority within 1 week of the inspection.

- 12.1.4 Operational and safety inspections of all equipment installed in the public domain will be carried out and recorded by the Supplier on an annual basis (if not previously inspected as part of a fault response) to ensure all fixings and structures are fit for purpose. This will be deemed to be included in the SOR-Maintenance price for Electronic Displays.
- 12.1.5 If and when The Authority or relevant Participating Authority wishes to take up maintenance cover of the system following the 1-year defects liability period, the rates as provided in the SOR – Maintenance will apply.
- 12.1.6 The Supplier will be responsible for the continuous operation of RTP1 24 hours, 7 days a week, 365 days per year. Maintenance of RTP1 software and hardware will take place during the contracted fault response times, as and when reported by The Authority or relevant Participating Authority.
- 12.1.7 The Contracted fault response times are classified as Critical and Non-Critical. The fault response time commences from the time the fault has been acknowledged and response to faults will take place during the contracted hours. However, the Supplier can, subject to The Authority's or relevant Participating Authority's prior approval, carry out maintenance at any time during a 24hr period.
- 12.1.8 The Supplier will notify The Authority or relevant Participating Authority immediately upon inspection if it is concluded from tests that a fault is not in the equipment under the supplier's responsibility. The only circumstances where this will apply is a site with loss of power beyond the RCBO and the rate for this chargeable visit will be included in the relevant SOR-Maintenance line item.
- 12.1.9 The Supplier will notify The Authority or relevant Participating Authority immediately upon inspection if it is concluded from tests that no fault is found, and the equipment is operating satisfactorily. The rate for this chargeable visit will be included in the relevant SOR-Maintenance line item.
- 12.1.10 Once a fault has been detected, either directly by the system or through the fault reporting process, it will be logged on the Fault Management System.

12.2 Fault Reporting Procedure

- 12.2.1 In addition to the FMS, a telephone and email fault reporting procedure will exist for The Authority or relevant Participating Authority to make the Supplier aware of faults as and when they occur.
- 12.2.2 The telephone and email fault reporting procedure will use an electronic fault report form to be completed by The Authority or relevant Participating Authority. This describes who has raised the fault, the fault symptom, status (Critical or Non-Critical fault), location, report date and time.

- 12.2.3 The Supplier will acknowledge the fault and include a fault report number and raise the fault on the FMS. The Supplier will acknowledge the fault report form within 1 hour of receipt during the Critical and Non-Critical Contracted Response times.
- 12.2.4 This reference number will be used in all correspondence relating to that fault.
- 12.2.5 The Supplier will provide emergency “out of hours” contact details for processing Critical Faults in accordance with the procedure set out above.
- 12.2.6 Once the fault has been rectified, the FMS will be updated accordingly, and a fault closure email will be issued to detail the work undertaken and any monitoring and preventative measures implemented.

12.3 Chargeable Works – Vandalism and 3rd Party Damage

- 12.3.1 The Supplier will notify The Authority or relevant Participating Authority upon inspection (within the Non-Critical Fault response time) if the fault is due to vandalism or 3rd party damage and photographic evidence of the damage will be provided. In any event the Supplier will endeavour to replace the Electronic Display with the Supplier’s spare substitution, restore the equipment to normal operation or make safe the equipment if no immediate spare substitution is available.
- 12.3.2 The Authority or relevant Participating Authority will be responsible for replacement parts that relate to vandalism and 3rd party damage.
- 12.3.3 For faults made safe, where no immediate spare substitution is available, the Supplier will detail on the fault report the component part, sub-assembly or complete assembly required, plus timescales for delivery, installation, and commissioning on site to bring the equipment back into full working order.

12.4 Critical Fault

- 12.4.1 Critical Faults are defined as those causing significant impairment of the operational effectiveness of the RTPI system and affect the quality and quantity of information and/or faults which could endanger personal/public safety.

12.4.2 Critical Faults can be categorised with rectification times as follows:

RTPI Element	Contracted Response Time	Time to respond and resolve the Fault
Central System	0700 – 1900 7 days per week.	12 hours
Content Management System	0700 – 1900 7 days per week.	12 hours

Total failure of a SIRI data feed	0700 – 1900 7 days per week.	12 hours
SIRI data feed configuration issue affecting multiple bus routes.	0700 – 1900 7 days per week.	24 hours
Any fault endangering personal/public safety	24 hours 7 days per week	2 hours

12.4.3 If for any reason the Supplier cannot respond to a Critical Fault, The Authority or relevant Participating Authority may rectify or instruct a 3rd party to do so and recharge the Supplier for any losses and charges incurred.

12.4.4 For Critical Faults endangering personal/public safety, the fault will be attended to and made safe within 2 hours. If not rectified at the time of making safe, the fault must be rectified within 60 hours of the critical fault being logged. If for any reason the Supplier cannot respond within 2 hours to make safe, The Authority or relevant Participating Authority can make safe or instruct a 3rd party to do so and recharge the Supplier for losses or charges incurred.

12.5 Non-Critical Fault

12.5.1 Non-Critical Faults are characterised as being localised, affecting individual signs or minor CS and CMS software/hardware faults having minimal effect on the quality or quantity of information displayed.

12.5.2 Non-Critical Faults can be categorised with rectification times as follows:

RTPI Element	Contracted Response Time	Time to respond and resolve the Fault
SIRI data feed configuration issue affecting no more than 1 bus route.	0700 – 1900 Mon - Fri	60 hours
Electronic Displays	0700 – 1900 Mon - Fri	60 hours
RCBO/feeder pillar and cabling repair and/or replacement	0700 – 1900 Mon - Fri	60 hours

CMS and CS minor software faults that can be classified as intermittent and/or not affecting the day-to-day functionality of the system.	0700 – 1900 Mon - Fri	60 hours
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- 12.5.3 If for any reason the Supplier cannot respond to a Non-Critical Fault as set out above, The Authority or relevant Participating Authority can rectify or instruct a 3rd party to do so and recharge the Supplier for losses and charges incurred.

12.6 Payment Terms and Payment Adjustment

- 12.6.1 The option exists for The Authority or a relevant Participating Authority to place annual Call-Offs for maintenance. Annual maintenance will be paid quarterly in arrears.

- 12.6.2 Unless otherwise agreed with The Authority or a relevant Participating Authority, the failure to meet the response times detailed for Critical and Non-Critical faults may result in a Payment Adjustment being applied for non-delivery of service. Payment Adjustments incurred will be accrued and deducted from the value of the invoice submitted for the following quarter. The Authority and each Participating Authority will be able to set and amend the Payment Adjustment rates in the Maintenance Order which will not exceed the levels as stated in the Framework Agreement.

- 12.6.3 Given some SIRI faults may require subsequent investigation by the connected 3rd party, the Supplier is required to work with the 3rd party to ensure a fully resolved solution.

- 12.6.4 The circumstances in which Payment Adjustments may be incurred and the rates which apply will be as follows:

- (a) Failure to acknowledge a fault report within 1 contract hour: £200, subject to a maximum of £200 per logged fault.
- (b) Failure to carry out full repair relating to a Critical Fault (or a subsequently agreed timescale): £200 per day, up to a maximum of 20% of the annual maintenance Order value.
- (c) Failure to carry out full repair relating to a Non-Critical Fault (or a subsequently agreed timescale): £100 per day, up to a maximum of 20% of the annual maintenance Order value.
- (d) Failure to carry out full repair of either a Critical or Non-Critical Fault may incur a £50 per contract hour administration charge for The Authority's or a Participating Authority's staff time spent dealing with the fault.

- 12.6.5 The Supplier will inform The Authority or a relevant Participating Authority if, following the investigation of the fault, the time required to repair is in excess of the contracted response times. The Authority or a relevant Participating Authority may, at its discretion and only in exceptional circumstances, extend the repair time duration.

12.7 Spares

- 12.7.1 For the duration of the Maintenance Order, it will be the responsibility of the Supplier to ensure sufficient spares are held to meet the Critical and Non-Critical response times.
- 12.7.2 If the Supplier sends any part of the equipment away for overhaul or repair, he will bear all the costs, including those of packing, carriage and insurance that are incurred in the despatch, overhaul, repair, return or replacement of the equipment.
- 12.7.3 The Authority or a relevant Participating Authority may, at any time, give 24 hours' notice to inspect the spares stock held on the Supplier's premises. The Supplier will separate, label, and audit the spare stock it holds for the purposes of any Maintenance Order placed.
- 12.7.4 If, without immediate substitution, any component part, sub-assembly or complete assembly needs to be removed from operational use, then permission must be obtained from The Authority or a relevant Participating Authority.
- 12.7.5 The Supplier will provide and maintain a regular log of all works carried out, detailing the work done, any fault found, and any components, parts or units replaced. The log will be kept as part of the fault management system.

12.8 Maintenance Status KPI

- 12.8.1 Reports will be provided to The Authority or to the relevant Participating Authority on a monthly basis detailing:
- Current spend on maintenance (completed)
 - Committed spend on maintenance (value of Orders in progress)
 - Total spend on chargeable works

12.9 Maintenance Performance KPI

- 12.9.1 Reports will be provided to The Authority or the relevant Participating Authority on a monthly basis detailing:
- Duration to resolve Critical faults per item of equipment
 - Duration to resolve Non-Critical faults per items of equipment
 - Total duration of downtime per item of equipment

12.10 System Performance KPI

12.10.1 During the maintenance term the Supplier will provide, on a monthly basis, system performance information relating to the status of the system as detailed below:

KPI Heading	Description	Measure	Basic Target	KPI
Central System (CS).	Up time of CS.	Measured in hours, as a percentage and based on hours of operation.	97%	
Content Management System (CMS).	Up time of CMS.	Measured in hours, as a percentage and based on hours of operation.	97%	
Electronic Displays	Up time of display	Measured in hours and as a percentage Based on hours of operation	95%	
SIRI between CMS and VIX Technology	Up time of SIRI	Measured in hours and as a percentage Based on hours of operation	97%	
SIRI between CS and bus operators/3 rd party system	Up time of SIRI	Measured in hours and as a percentage Based on hours of operation	97%	
CS Journey matched analysis	Journey tracked analysis report to show how many predictions are	Measured on a per route, per month basis	95%	

	matched to a schedule loaded into the Data Management Suite		
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12.10.2 The performance of the system will be monitored through these reports. If the basic KPI targets are not met for 3 consecutive months, The Authority or a relevant Participating Authority reserves the right to raise this as a Non-Critical Fault and the Supplier must put measures in place to resolve the issue in accordance with the Maintenance Agreement.

Appendix A: Glossary

Acronym/ Term	Definition
ATCO.CIF	Association of Transport Co-ordinating Officers. Common Interface File
The Authority	Hampshire County Council
AVL	Automatic Vehicle Location
BS	British Standards
BOD	Bus Open Data
PA	Participating Authority
CEN	the European Committee for Standardisation
CMS	Content Management System
CS	Central System
DDA	Disability Discrimination Act
EBSR	Electronic Bus Service Registration
EIR	Environmental Information Regulations
EMC	Electromagnetic Compatibility
EMP	Electromagnetic Protection
EU	European Union
FAT	Factory Acceptance Test
FOIA	Freedom of Information Act
GPRS	General Packet Radio Service
IET	The Institution of Engineering and Technology
Innovative Technology	Innovative Technology refers to a product, equipment or software solution
IN-TEND	Hampshire County Councils online Tendering System
IPR	Intellectual Property Rights
IP	International Protection
ITT	Invitation to Tender
ISO	International Organization for Standardisation

Acronym/ Term	Definition
NaPTAN	National Public Transport Access Nodes - NaPTAN is Great Britain's national dataset of public transport access points (bus stops, rail stations, airports, ferry piers, tram/metro/underground stops)
NPTG	National Public Transport Gazetteer
NRSWA	New Roads and Street Works Act
ODBC	Open Database Connectivity
OLE	Object Linking and Embedding
PID	Project Initiation Document
PRINCE2	Projects IN Controlled Environments 2 (PRINCE2) is a structured project management method endorsed by the UK government as the project management standard for public projects. The methodology encompasses the management, control and organisation of a project. PRINCE2 is also used to refer to the training and accreditation of authorised practitioners of the methodology who must undertake accredited qualifications to obtain certification.
RAL colour	RAL is a German group Reichs-Ausschuß für Lieferbedingungen (National Committee for Delivery and Quality Assurance). RAL is a European colour matching system which defines colours for paint, coatings, and plastics.
RNIB	Royal National Institute of Blind People
RTIG	Real Time Information Group
RTPI	Real Time Passenger Information
SAT	Site Acceptance Test
SIRI	Service Interface for Real-time Information
SIM	Subscriber Identity Module
TFT	Thin - Film Transistor
TXC	TransXChange
UTMC	Urban Traffic Management and Control
UTC	Urban Traffic Control
XML	Extensible Mark-up Language designed to transport and store data, with focus on what data is and is a mark-up language much like HTML (designed to display data, with focus on how data looks).

Appendix B: Basis of Design (BOD)

Super Stop:

Item	Criteria	Description
Bus Shelter	Superstop Shelter (no of bays) ¹	Bus shelter either enclosed or cantilever, green roof, solar panel, branded
	Countdown bus passenger information (RTI)	High resolution screen for scrolling bus information (at least next 3 buses at stop)
	Real Time Onwards Travel information (Train/Ferry/Plane)	High resolution screen for information on departures from stations on or at end of route, LoW, or Hythe ferries, and if towards Southampton Airport flight information
	Other information screens	High resolution screen for My Journey campaigns, news headlines, advertising
	Micro Consolidation Point (no of Lockers)	Click & collect lockers (e.g. eBay or Amazon) where people can collect goods
	Seating (recommended; consider demographics)	In shelter
	Lighting	Motion responsive lighting in shelter – low level then brightens
	CCTV	Connected to CityWatch
	Contactless/USB Charging	Point or place where devices can be charged
	Wi-Fi Connectivity	Free Wi-Fi at shelter
	QR/NFC Intelligent travel information	Code to scan for timetable information
	Rapid Bus branded bus stop post & flag	Separate to shelter
	Legible Bus Network Timetable & Map	Up to date information on routes with latest timetable & maps
	Rapid Bus Branding	On shelter, flag, timetable & onwards travel
Bus Stop Platform	Bus raised kerbs (e.g. Kossell)	100mm minimum height, robust to accommodate
	Bus door markers	Different colour/block paving to demark where bus doors area
	Tactile paving	Along high kerb edge to guide partially sighted/blind
	Contrast/colour block paving on bus stop platform	To demarcate the bus stop platform area
	Corduroy paving to highlight bus stop platform	At extents to demark changes in levels
	Cycle parking stands (minimum no. of stands)	Sheffield Stands adjacent to shelter
	Covered secure cycle parking (min no. of stands)	Covered/cantilever Sheffield stands incorporated into shelter
	Lighting	Whole bus stop area is lit
	Landscaping and greenery (e.g. SUDS/wild garden)	Easy maintenance and robust
	Litter & recycling bin	Combination bin with general and recycling – plastic, paper, can
	Seating	Additional benches where space
	Drainage	Back fall from high kerb to central grate discharging to SUDS
Carriageway	Drainage – gully set outside of bus cage	Gully set outside of cage away from door marking
	Welfare unit – Public toilet	Public toilet close by
	Bus Stop Markings (24hr Clearway)	Bus Stop cage marking length determined by on-street conditions - entry & exit tapers, build outs to protect from parking
Approaches & connections	Onwards Wayfinding	Legible City and Cycling wayfinding to and from stops
	Crossing facilities	Point for pedestrians to cross behind the bus - signalised, zebra or uncontrolled
	Cycle Route – Segregated on road	On-carriageway route diverts to rear of bus stop with crossing points and slow markings if sufficient space
	Cycle Route – Shared Use	Cycle facility to rear of footway separated from bus stop

Enhanced Stop:

Item	Criteria	Description
Bus Shelter	Bus Shelter (no of bays) ²	Bus shelter either enclosed or cantilever, green roof, solar panel, Rapid Bus branded
	Countdown bus passenger information (RTI)	High resolution screen for scrolling bus information (at least next 3 buses at stop)
	Real Time Onwards Travel information (Train/Ferry/Plane)	High resolution screen for information on departures from stations on or at end of route, LoW, or Hythe ferries, and if towards Southampton Airport flight information
	Seating	In shelter
	Lighting	Motion responsive lighting in shelter – low level then brightens
	CCTV	Connected to CityWatch
	QR/NFC Intelligent travel information	Code to scan for timetable information
	Rapid Bus branded bus stop post & flag	Separate to shelter
	Legible Bus Network Timetable & Map	Up to date information on routes with latest timetable & maps
Bus Stop Platform	Rapid Bus Branding	On shelter, flag, timetable & onwards travel
	Bus raised kerbs (e.g. Kossell)	100mm minimum height, robust to accommodate
	Bus door markers	Different colour/block paving to demark where bus doors area
	Cycle parking stands (minimum no. of stands)	Sheffield Stands adjacent to shelter
	Lighting	Whole bus stop area is lit
	Litter & recycling bin	Combination bin with general and recycling – plastic, paper, can
	Seating	Additional benches where space
Carriageway	Drainage	Back fall from high kerb to central grate discharging to SUDS
	Drainage – gully set outside of bus cage	Gully set outside of cage away from door marking
Approaches & connections	Bus Stop Markings (24hr Clearway)	Bus Stop cage marking length determined by on-street conditions – entry & exit tapers, build outs to protect from parking
	Onwards Wayfinding	Legible City and Cycling wayfinding to and from stops
	Crossing facilities	Point for pedestrians to cross behind the bus – signalised, zebra or uncontrolled
	Cycle Route – Segregated on road	On-carriageway route diverts to rear of bus stop with crossing points and slow markings if sufficient space
	Cycle Route – Shared Use	Cycle facility to rear of footway separated from bus stop

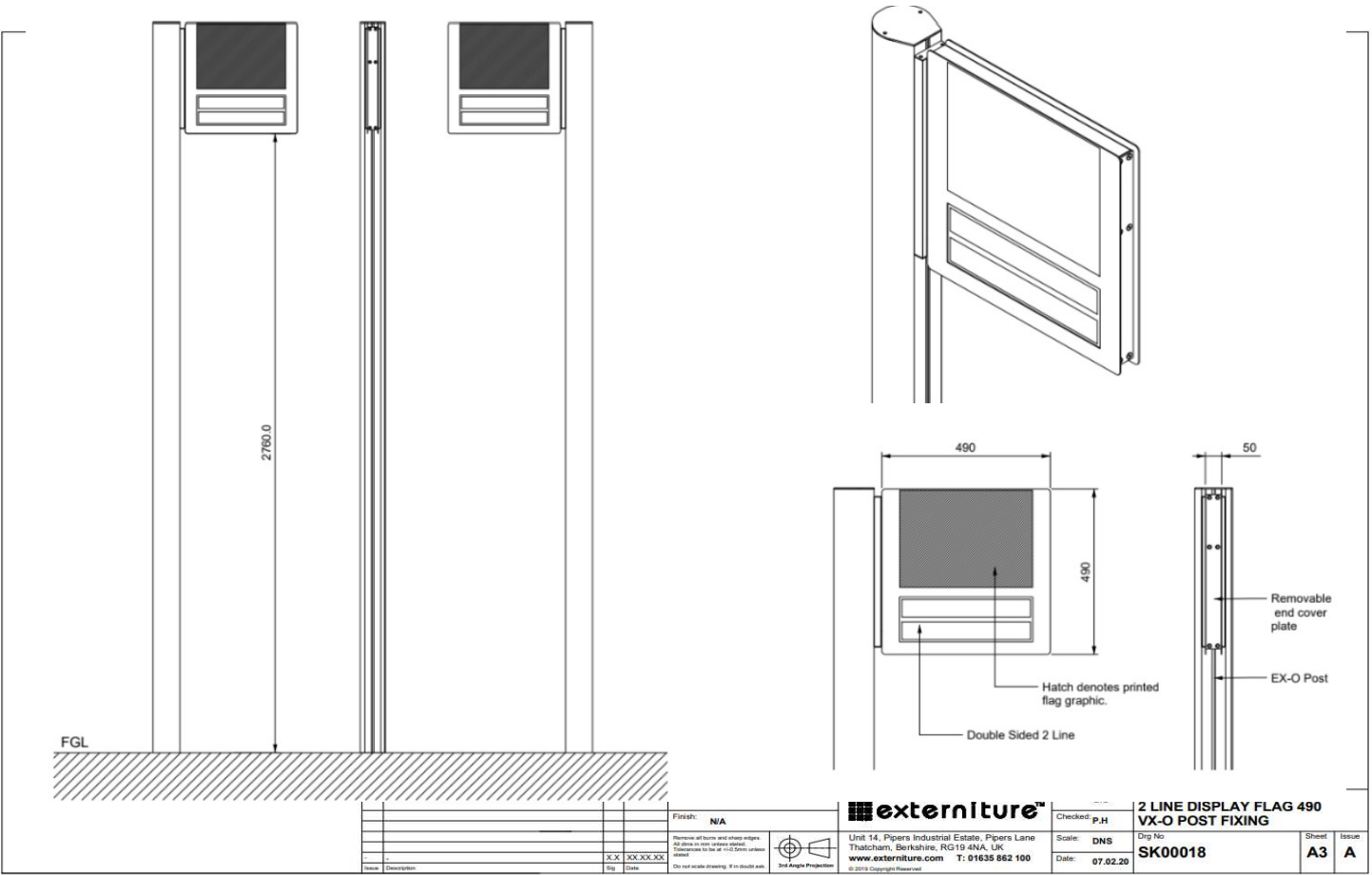
Appendix C: RTPI Bus Stop Flag Photo

RTPI Bus Stop Flag installed at Admirals Way, Andover, Hampshire. The RTPI display was provided by VIX Technology and the flag, graphics and post were provided by Externiture Ltd.



Appendix D: RTPI Bus Stop Flag Dimensions

The RTPI Bus Stop Flag and post dimensions are provided by Externiture Ltd.



Schedule 3 – Staff Transfer and TUPE

4 INTERPRETATION

4.1 The definitions and rules of interpretation in this paragraph 4 apply in this Schedule 3.

Acquired Rights Directive	means Directive 77/187/EEC as amended and updated.
Data Protection Legislation	means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (" DPA 2018 "); and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and any successor legislation.
Effective Date	means the date on which the Services (or any part of the Services), transfer from the Third Party Employer to the Supplier or Sub-Contractor and a reference to the Effective Date shall be deemed to be the date on which the employees in question transferred or will transfer to the Supplier or Sub-Contractor. The first Effective Date shall occur on the Commencement Date;
Employed In Connection With	means employed by the Supplier (or its Sub-Contractor(s) if relevant) solely or mainly (i.e. more than 50% of their working time) in the delivery of the provision of the Services under this Framework Agreement;
Employee Liability Information	means the information that a transferor is obliged to notify to a transferee under Regulation 11(2) of TUPE: (a) the identity and age of the employee; (b) the employee's written statement of employment particulars (as required under section 1 of the Employment Rights Act 1996); (c) information about any disciplinary action taken against the employee and any grievances raised by the employee, where a Code of Practice issued under Part IV of the Trade Union and Labour Relations (Consolidation) Act 1992 relating exclusively or primarily to the resolution of disputes applies, within the previous two (2) years; (d) information about any court or tribunal case, claim or action either brought by the employee against the Transferor within the previous two (2) years or where the Transferor has reasonable grounds to believe that such action may be brought against the Supplier arising out of the employee's employment with the transferor; and (e) information about any collective agreement that will have effect after the Effective Date or the Service Transfer Date, as the case may be, in relation to the employee under regulation 5(a) of TUPE.
Employment Liabilities	means all claims, including without limitation claims for redundancy payments, unlawful deduction of wages, unfair, wrongful or constructive dismissal compensation, compensation for sex, race,

	disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy or maternity, or sexual orientation discrimination, claims for equal pay, compensation for less favourable treatment of part-time workers, and any claims (whether in tort, contract, statute or otherwise), demands, actions, proceedings and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs and expenses reasonably incurred in connection with a claim or investigation (including any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body), and of implementing any requirements which may arise from such investigation, and any legal costs and expenses;
Redundancy Costs	means statutory redundancy payments, contractual redundancy payments and contractual notice pay payable by the Supplier in respect of any Third Party Employees or its own Staff;
Relevant Employees	means those employees who are Employed in Connection With the Services and whose contracts of employment transfer with effect from the Service Transfer Date to the Authority or a Replacement Supplier by virtue of the application of TUPE;
Relevant Transfer	means a relevant transfer of the Services for the purposes of TUPE, including upon or as a result of expiry or termination of this Framework Agreement;
Relevant Transfer Date	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;
Replacement Services	means any services that are fundamentally the same as any of the Services and which the Authority receives in substitution for any of the Services following the termination or expiry of this Framework Agreement, whether those services are provided by the Authority internally or by any Replacement Supplier;
Replacement Supplier	means any third party supplier of Replacement Services appointed by the Authority from time to time;
Supplier's Final Staff List	means the list of all the Supplier's and Sub-Contractor's personnel engaged in, or wholly or mainly assigned to, the provision of the Services or any part of the Services at the Service Transfer Date;
Supplier's Provisional Staff List	means the list prepared and updated by the Supplier of all the Supplier's and Sub-Contractor's personnel engaged in, or wholly or mainly assigned to, the provision of the Services or any part of the Services at the date of the preparation of the list, and in the format requested by the Authority;
Service Transfer Date	means the date on which the Services (or any part of the Services), transfer from the Supplier or Sub-contractor to the Authority or any Replacement Supplier;
Staffing Information	means in relation to all persons detailed on the Supplier's Provisional Staff List, in an anonymised format, such information as the Authority may reasonably request including the Employee Liability Information and details of whether the personnel are employees, workers, self-employed, contractors or consultants, agency workers or otherwise, and the amount of time spent on the provision of the Services;
Sub-Contract	means any sub-contract entered into by the Supplier or by any Sub-Contractor for the purpose of the performance of any obligation on the

	part of the Supplier this Framework Agreement;
Sub-Contractor	means the contractors or service providers engaged by the Supplier (or a sub-contractor of the Supplier) to provide goods, services or works to, for or on behalf of the Supplier for the purposes of providing the Services to the Authority;
Subsequent Transfer	means, following the commencement of this Framework Agreement, circumstances whereby the identity of the provider of the Services (or any part of the Services) changes (whether as a result of termination of this Framework Agreement, or part or otherwise) resulting in a transfer of the Services in whole or in part from the Supplier to the Authority or Replacement Supplier;
Third Party Employee	means employees of Third Party Employers whose contracts of employment transfer with effect from the Effective Date to the Supplier or Sub-contractor by virtue of the application of TUPE.
Third Party Employer	means a former supplier engaged by the Authority to provide some or all of the Services to the Authority before the Effective Date and whose employees will transfer to the Supplier on the Effective Date;
Transferor and Transferee	has the meaning given in TUPE;
TUPE	means the Transfer or Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246), as amended.
TUPE Information	has the meaning given in paragraph 6.6;
UK GDPR	means Regulation (EU) 2016/679 of the European Parliament and of the Authority of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act of 2018.

- 4.2 All other words, terms and expressions used in this Schedule 3 (Staff Transfer and TUPE) shall have the meanings given to them in clause 1 (Definitions) of this Framework Agreement.
- 4.3 Where a provision in this Schedule imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Authority, Third Party Supplier Replacement Supplier or Replacement Sub-contractor, as the case may be.
- 4.4 Notwithstanding any other provisions of this Schedule 3, where in this Schedule 3 the Authority accepts an obligation to procure that a Third Party Employer does or does not do something, such obligation shall be limited so that it extends only to the extent that the Authority's contract with the Third Party Employer contains a contractual right in that regard which the Authority may enforce, or otherwise so that it requires only that the Authority must use reasonable endeavours to procure that the Third Party Employer does or does not act accordingly.

5 Not used

6 Employment exit provisions

- 6.1 This Framework Agreement envisages that subsequent to its commencement, the identity of the supplier of the Services (or any part of the Services) may change (whether as a result of expiry or termination of this Framework Agreement or otherwise) resulting in a transfer of the Services in whole or in part (a "Subsequent Transfer").
- 6.2 Where a Subsequent Transfer constitutes a Relevant Transfer then the Authority or Replacement Supplier will inherit liabilities in respect of the Relevant Employees with effect from the relevant Service Transfer Date.
- 6.3 The Supplier shall and shall procure that any Sub-Contractor shall:
- 6.3.1 on request from the Authority on a date not more than twelve (12) months immediately preceding the expiry of this Framework Agreement and/or any review date; and/or
 - 6.3.2 on receiving notice of termination of this Framework Agreement (on whatever grounds and in whatever circumstances) or otherwise; and/or
 - 6.3.3 at such times as required by TUPE
- provide promptly (and in any event within ten (10) days of request) and at no cost to the Authority, in respect of any person engaged or employed by the Supplier or any Sub-Contractor in the provision of the Services, the Supplier's Provisional Staff List and the Staffing Information together with any additional information required by the Authority (notwithstanding this may be beyond the information required to be provided under TUPE), including information as to the application of TUPE to the employees. The Supplier shall notify the Authority, within ten (10) days of the event (and in any event before the Service Transfer Date), of any material changes to the information supplied, discovery of further relevant information or on receipt of a request for or clarification or amplification by the Authority.
- 6.4 At least twenty eight (28) days prior to the Service Transfer Date, the Supplier shall and shall procure that any Sub-Contractor shall prepare and provide to the Authority and/or, at the direction of the Authority, to the Replacement Supplier, the Supplier's Final Staff List, which shall be complete and accurate in all material respects. The Supplier's Final Staff List shall identify which of the Supplier's and Sub-Contractor's staff/personnel named are Relevant Employees.
- 6.5 The Authority shall be permitted to use and disclose the Supplier's Provisional Staff List, the Supplier's Final Staff List and the Staffing Information for informing any tenderer or other prospective Replacement Supplier for any services that are substantially the same type of services as (or any part of) the Services.
- 6.6 The Supplier warrants to the Authority and the Replacement Supplier that the Supplier's Provisional Staff List, the Supplier's Final Staff List, the Employee Liability Information and the Staffing Information (the "TUPE Information") will be true and accurate in all material respects and that no persons are employed or engaged in the provision of the Services other than those included on the Supplier's Final Staff List.
- 6.7 The Supplier shall and shall procure that any Sub-Contractor shall ensure at all times that it has the right to provide the TUPE Information to the Authority (including, but not limited to, for the purposes of the Authority managing this Framework Agreement with the Supplier,

monitoring the delivery of the Services and in relation to exit/succession planning and/or re-procurement of the Services on the expiry or termination of this Framework Agreement (in whole or in part)) and any Replacement Supplier under the Data Protection Legislation.

- 6.8 The Authority regards compliance with this paragraph 5 as fundamental to this Framework Agreement. In particular, failure to comply with paragraphs 6.3 and 6.4 in respect of the provision of accurate information about the Relevant Employees shall entitle the Authority to suspend payment of the Framework Agreement Price until such information is provided.
- 6.9 Any change to the TUPE Information which would increase the total employment costs of the staff in the [six (6)/twelve (12)] Months prior to expiry or termination of this Framework Agreement shall not (so far as reasonably practicable) take place without the Authority's prior written consent, unless such changes are required by law. The Supplier shall and shall procure that any Sub-Contractor shall supply to the Authority full particulars of such proposed changes and the Authority shall be afforded reasonable time to consider them.
- 6.10 In the [six (6)/twelve (12)] Months prior to expiry or termination of this Framework Agreement or from the date of service of a termination notice of this Framework Agreement, (whichever is the longer) the Supplier shall not and shall procure that any Sub-Contractor shall not materially increase or decrease the total number of staff/personnel listed on the Supplier's Provisional Staff List, their remuneration, or make any other change in the terms and conditions of those employees or transfer or remove from the performance of the Services any supervisory or managerial staff/personnel without the Authority's prior written consent (such consent not to be unreasonably withheld or delayed).
- 6.11 The Supplier shall indemnify and keep indemnified in full the Authority and each and every Replacement Supplier against all Employment Liabilities arising from or connected with:
- 6.11.1 any person who is or has been employed or engaged by the Supplier or any Sub-Contractor in connection with the provision of any of the Services;
 - 6.11.2 any trade union or staff association or employee representative (where such claim arises as a result of any act, fault or omission of the Supplier and/or any Sub-Contractor);
 - 6.11.3 any failure by the Supplier and/or any Sub-Contractor to comply with any legal obligation, whether under regulation 13 or 14 of TUPE or any award of compensation under regulation 15 of TUPE, under the Acquired Rights Directive or otherwise and, whether any such claim arises or has its origin before or after the Service Transfer Date.
 - 6.11.4 any failure by the Supplier or any Sub-Contractor to supply or delay in supplying the Staffing Information, the Supplier's Provisional Staff List, the Supplier's Final Staff List and the Employee Liability Information and any other information herein required (or inaccuracy or incompleteness of the same) or to inform and consult in accordance with TUPE;

- 6.11.5 any failure on the part of the Supplier or any Sub-Contractor to provide the Relevant Employees with any benefit of any nature including any pension provision or failure to make all due payments to the Relevant Employees or applicable pension fund;
- 6.11.6 any failure or omission of any legal or statutory obligation on the Supplier;
- 6.11.7 any claim by any Relevant Employee arising out of any personal injury or injury at work of whatever nature prior to the termination of this Framework Agreement; and
- 6.11.8 any other obligations of or arising under this Framework Agreement,
whether any such claim arises on or after the Service Transfer Date if it has its origins before such date.
- 6.12 The Parties shall co-operate to ensure that any requirement to inform and consult with the employees and or employee representatives in relation to any Relevant Transfer as a consequence of a Subsequent Transfer will be fulfilled.
- 6.13 The Parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to paragraphs 6.3 to 6.12, to the extent necessary to ensure that any Replacement Supplier shall have the right to enforce the obligations owed to, and indemnities given to, the Replacement Supplier by the Supplier or the Authority in its own right under section 1(1) of the Contracts (Rights of Third Parties) Act 1999.
- 6.14 Notwithstanding paragraph 6.13, it is expressly agreed that the Parties may by agreement rescind or vary any terms of this Agreement without the consent of any other person who has the right to enforce its terms or the term in question despite that such rescission or variation may extinguish or alter that person's entitlement under that right.
- 6.15 The Authority shall not be liable to the Supplier (or any Sub-Contractor) in respect of any Redundancy Costs either upon the Commencement Date or the expiry or termination of this Agreement (in whole or in part).

Schedule 4 – Tender Return

REDACTED

Schedule 5 - Order Form Template
Participating Authorities to amend as required

FROM

Participating Authority:	
Service address:	
Invoice address:	
Authorised Representative:	Ref: Phone: E-mail:
Order number:	To be quoted on all correspondence relating to this Order:
Order date:	

TO

Supplier:	
For the attention of:	
E-mail:	
Telephone number:	
Address:	

1. SERVICES REQUIREMENTS
(1.1) Services [and deliverables] required:
(1.2) Commencement Date:
(1.3) Price payable by Participating Authority and payment profile and terms:
(1.4) Completion date (including any extension period or periods):

2 ADDITIONAL REQUIREMENTS
(2.1) Supplemental requirements in addition to Order Agreement terms and conditions:

(2.2) Variations to Order Agreement terms and condition:

3. PERFORMANCE OF THE SERVICES

(3.1) Key personnel of the Supplier to be involved in the Services:

(3.2) Performance standards:

(3.3) Location(s) at which the Services are to be provided:

(3.4) Quality standards:

(3.5) Contract monitoring arrangements:

(3.6) Management Information and meetings

(3.7) Personal Data

(3.8) Construction Services

(3.9) Final System Specification and Testing Requirements

(3.10) Fault Reporting Procedure

(3.11) Percentage deduction for failure to complete System Acceptance Testing

4. CONFIDENTIAL INFORMATION

(4.1) The following information shall be deemed Confidential Information:

(4.2) Duration that the information shall be deemed Confidential Information:

BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES to enter a legally binding contract with the Participating Authority to provide to the Participating Authority the Equipment and/or Services specified in this Order incorporating the rights and obligations in the Order Agreement Call-off terms and conditions set out in the Framework Agreement entered into by the Supplier and Hampshire County Authority on [DATE].
For and on behalf of the Supplier:

Name and title	
Signature	
Date	
Supplier's Authorised Representative for the Order Agreement	[NAME]

For and on behalf of the Participating Authority:

Name and title	
Signature	
Date	